94/2019

I-00/27/2019



श्रेम बंगाल WEST BENGAL

AB 415977

# AGREEMENT FOR DEVELOPMENT

of January Two thousand and Nineteen (2019),

# BETWEEN

(1) MRS. SULAGNA BASU, (PAN AURPB8454C) wife of Mr. Supratik Basu, aged about 42 years, by occupation-House wife, by faith-Hindu, by nationality Indian, residing at112979

V. Ko Chari Ari

Co 15 DEC 2018

SIMPANJAN MIJIPINAME

Licensed Storm Oct.

15 DEC 2018

15 DEC 2018

Idantified by me

(Mineet Kothani

Vineet Kothani

Advocate

So M. M. Kothani

OF High Corst, Calcutta

PS- Harr Street, P.O-GPO

Male, Hindu, Advocate

Kolhata - Formon

Or TA

# Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201819-032734756-2

Payment Mode

Counter Payment

GRN Date: 10/01/2019 10:13:05

Bank:

State Bank of India

BRN:

90027031

BRN Date: 10/01/2019 00:00:00

#### DEPOSITOR'S DETAILS

Id No.: 19021000008427/4/2019

[Query No./Query Year]

Name:

SHAHNAWAZ ALAM

Contact No.:

9831010585

Mobile No. :

+91 9831010585

E-mail:

Address:

233 PARK STREET KOLKATA 700017

Applicant Name:

Mr VINEET KOTHARI

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 4

#### PAYMENT DETAILS

| SI.<br>No. | Identification<br>No. | Head of A/C<br>Description                 | Head of A/C        | Amount[ ₹] |
|------------|-----------------------|--|--------------------|------------|
| 1          | 19021000008427/4/2019 | Property Registration-Stamp duty           | 0030-02-103-003-02 | 75020      |
| 2          | 19021000008427/4/2019 | Property Registration-Registration<br>Fees | 0030-03-104-001-16 | 21 /       |

Total

In Words:

Rupees Seventy Five Thousand Forty One only

101/C, Ballygunge Place, Post Office- Ballygunge, Police Station - Gariahat, Kolkata-700019, District: South 24 paraganas

#### AND

(2) SMT. MOUMITA BASU, (PAN AXZPB1373M) wife of Mr. Niladri Basu, aged about 51 years, by occupation-House wife, by faith-Hindu, by nationality Indian, residing at - 8/1, Kashi Ghosh Lane, Police Station- Burtolla, Post Office-Beadon Street, Kolkata-700006, District- Kolkata;

hereinafter called and referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include her heirs/successor/s, executor/s, administrator/s, legal representative/s and assign/s) of the PARTY OF THE FIRST PART.

#### AND

M/S FINE CONSTRUCTION, a partnership firm within the meaning of Indian Partnership Act, 1932 with PAN No. AAGFF1384E having its registered office at 2A, Lower Range, Post Office- Circus Avenue, Police Station-Beniapukur, Kolkata-700017, District- Kolkata represented by one of its partners Mr. Shahnawaz Alam son of Late Badre Alam (holding PAN)

ADDITIONAL REGISTRAR

600

AFDPA7896N) aged about 40 years by faith - Islam, by occupation-Business, by nationality- Indian, resident of P-233, Park Street, Post Office- Circua Avenue, Police Station- Beniapukur, Kolkata-700017, District- Kolkata hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include the principal officer from time to time of the PARTY OF THE SECOND PART:

(PART - I)
(Owners Title)
(Details of the Land)
(8/3, Kashi Ghosh Lane)

1. That one Hiran Kumar Ghosh, since died was the absolute Owners of all that piece and parcel two storied brick built building standing upon the land measuring about 9 (Nine) Cottahs, 15 (Fifteen) Chittacks, 34 (thirty four) sq. ft. and situate at Premises No.- 8/3, Kasi Ghosh Lane, Kolkata-700006 in the presidency town of Calcutta appertaining to Holding No.- 320 of Book No.- 25, Division, P.S.-Burtolla, within the limits of Calcutta Municipal Corporation (now Kolkata Municipal Corporation) under the jurisdiction of Registrar of Assurance Calcutta.

- 2. That the said Hiran Kumar Ghosh while thus absolutely seized and possessed of the said property died intestate on 26.11.1963 leaving behind his wife Smt. Hemnalini Dasi (since deceased) and one son Ajit Kumar Ghosh (since deceased) and one daughter Amla Chowdhury (since deceased) as legal heirs and representatives of the property left by him who thereafter enjoyed the right tile of the said property jointly each having undivided 1/3rd share,
- 3. Thereafter the said Smt. Hemnalini Dasi died intestate on 25.01.1975 leaving behind her said son Ajit Kumar Ghosh (since deceased) and one daughter Amla Chowdhury (since deceased) as legal heirs and representatives of her undivided 1/3<sup>rd</sup> share in the said property and thus the said Ajit Kumar Ghosh and Amla Chowdhury became the joint Owners each having undivided share in the said property.
- That the said Owners during enjoyment of the joint right upon the said property, executed a registered Partition Deed dated 13.10.1976 registered before Registrar of Assurance, Kolkata and

copied in Book No.- I, Volume No. -170, Pages 155 to 164, Deed No,- 3991, for the year 1976 in respect of the said property and. other properties and by virtue of the said deed the said Ajit Kumar Ghosh has been allotted the Premises No.-8/3, Kashi Ghosh Lane, Calcutta absolutely and forever.

- 5. Thereafter the said Ajit Kumar Ghosh died intestate on 21.07.1985 leaving behind his wife Anima Ghosh (since deceased) and one son Sarit Kumar Ghosh (since deceased) and one daughter Swati Dutta (since deceased) as legal heirs and representatives of the property left by him who thereafter enjoyed the right title of the said property jointly each having undivided 1/3<sup>rd</sup> share.
- 6. That the said Owners while thus absolute seized and possessed of the aforesaid property jointly mutated their names before the Kolkata Municipal Corporation as recorded Owners of the said property and has been paying the relevant taxes before the said authority.
- 7. Thereafter the said Anima Ghosh died intestate leaving behind her son Sarit Kumar Ghosh and one daughter Swati Dutta as her legal heirs and representatives of her undivided 1/3<sup>rd</sup> share

upon the said property and thus they became the joint Owners in the said property having ½ share in the said property.

- 8. Thereafter the said Sarit Kumar Ghosh while thus seized and possessed of his share in the-said property his wife Smt. Supriya Ghosh predeceased to him on 01.05.1992 and thereafter he died intestate on 03.03.2011 leaving behind his only daughter Smt. Sulagna Basu as his only legal heirs and representatives of the property left by him.
- 9. Thereafter the said Swati Dutta while thus seized and possessed of her share in the aforesaid property died intestate on 04.12.1990 leaving behind her husband Tusar Ranjan Dutta and one daughter Smt. Moumita Basu as her legal heirs and representatives of the property left by her and thereafter the said Tushar Ranjan Dutta also died on 08.01.2004 leaving behind his said daughter who thereafter became the absolute Owners of that share in the said property.

#### WHEREAS:

- A. The terms in these presents shall, unless they be contrary or repugnant to the context, mean and include the following:
- ADVOCATES shall mean such other advocate /s whom the Owners may, from time to time appoint as the advocates for the project.
- ARCHITECTS shall mean such architect or firm of architects whom the Developer may, from time to time, appoint as the Architects for the Building.
- 3. COMMON EXPENSES shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the New Building and the premises upon completion of the construction and upon delivery of possession to the respective purchasers.
- COMMON PORTIONS shall mean all the common areas and installations to comprise in the Building and the premises after the development, including staircase, lobbies, passages, pathways, boundary walls etc.

- OWNER'S SHARE/ AREA as specified in schedule "B".
- 6. DEVELOPER'S AREA shall mean all the covered area in the premises and/or the building, other than the Owner's area TOGETHER WITH an undivided proportionate share in the land, common portions as specified in schedule "C".
- LAND shall mean the land comprised in the Premises.
- 8. PREMISES shall mean all of- K.M.C. Premises No.- 8/3, (Amalgamted premises after amalgamation of 8/1 and 8/3) Kasi Ghosh Lane, Kolkata-700006, in the District of South 24-Parganas, described in the Schedule "A" hereto and shall also include the boundary wall erected thereon and /or Building to be constructed, wherever the context permits.
- BUILDING shall mean the Building to be constructed on the premises by the Developer, in pursuance of the terms contained herein.
- 10. PLANS shall mean the plan of the Building wherever include such plans, drawings, designs, elevations, and specifications as are prepared by the Architects, including

variations / modifications therein, if any and duly sanctioned by the K.M.C.

- 11. PROJECT shall mean the work of development undertakento be done by the Developer in pursuance hereof, till the development of the Premises be completed and possession of the completed Units are taken over by the Unit Owners.
- 12. PROPORTIONATE with all its cognate variations shall mean such ratio, the super built up area of any unit or units be in relation to the super built up area of all the units in the new Building,
- 13. UNIT shall mean any flat or other covered area in the building, which is capable of being exclusive owned, used and/ or enjoyed by any Unit Owners and which are not the common portions.
- 14. UNIT OWNERS shall mean any person or persons who acquire hold and/ or own any unit in the Building and shall include the Owners and the Developer, for the 'units held by them, from time to time.

#### 15. TIME; -

- (a) The Developer shall complete the construction work of the proposed Building within 30 (Thirty) months from the date of Agreement subject to another extended period of 6 (Six) months in case the Developer is prevented from carrying out the construction works due to some unavoidable circumstances beyond the control of the Developer.
- (b) It is hereby clearly stated that the Developer has already got a sanction plan No. 2018040014 dated 28th August 2018 after verbal discussions with the owners and according to which it will start the construction immediately after signing of this Agreement.

## B. The Owners have represented to the Developer as follows:

- The Owners are the sole and absolute Owners of the premises, morefully described in the Schedule "A" hereto, free from all encumbrances whatsoever.
- They have further declare that they have not encumbered the said property in any way either entering into an agreement with any person in writing or orally;

- 3. The abstract of Title of the Owners to the premises is described in the Schedule "A" hereto and the contents thereof are true and correct.
- 4. There are no suits and/or litigations pending in respect of the premises or any part thereof;
- No person or persons other than the Owners have any right,
   title and/or interest of any natures whatsoever, in the premises or
   any part thereof;
- The right, title and interest of the Owners in the premises are free from all encumbrances whatsoever and the Owners have good and marketable title thereto;
- 7. The premises or any part thereof is at present not affected by any requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Owners;
- 8. Neither the premises nor any part thereof has been attached and/or is Liable to be attached under any decree or order of any

court of law or due to income Tax, Revenue or any other Public demand;

- 9. The Owners have not in any way dealt with the premises whereby the right, title and interest of the Owners as to the Ownership, use, development and enjoyment thereof, is or may be affected in any manner whatsoever;
- The Owners is fully and sufficiently entitled to enter into this Agreement.

#### NOW IT IS HEREBY AGREED AND DECLARED THAT:-

- The Owners have appointed the Developer for development of the lands and the Developer has accepted such appointment on the terms and conditions hereunder contained.
- The Owners shall execute a Development Power of Attorney
  in favour of the Developer herein to run the said constructions
  work and other allied matters and sell the developer's allocation of
  flats.

- The development of the premises will be in the following manner:
- a) The developer shall complete the construction work of the proposed Building within 30 (Thirty) months from the date of this Agreement, whichever later subject to another extended period of 6 (Six) months in case the Developer is prevented from carrying out the construction works due to some unavoidable circumstances beyond the control of the Developer.
- b) The Developer shall be entitled to hold and remain in possession of the premises and it shall always be deemed that the Developer is in the possession of the entirety of the premises in part performance of agreement, during the subsistence hereof.
- The proposed building shall be for residential and for commercial purpose.
- d) The developer has got the said Lands in Schedule A Part 1 & 2 amalgamated as per records of Kolkata Municipal Corporation and for the entire amalgamated land to be

numbered as 8/3, Kasi Ghosh Lane. The said Lands amalgamated will be treated as one and one single building will be built upon the same.

- 5. The Owners shall give such other consent, sign such papers, documents, deeds and undertakings and render such co-operation, as may be required by the Developer for the preparation of the plans or otherwise for the construction and the completion of the Building, i.e., the project.
- 6. The Developer shall be entitled to occupy and use the entirety of the premises subject to the terms of this agreement for the duration of the project. The Developer shall be entitled to use the premises for setting up a temporary site office and/or quarters, for its' watch and ward and other staff and shall further be entitled to put up "boards and signs advertising the Project and post its watch and ward staff.
- In connection with the aforesaid, it is agreed and clarified as follows: -
- a. The plan of the Building has been prepared by the Architect at the cost of the Developer. The Developer shall cause such

changes to be made in the plan as the Architect may approve and /or as shall be required by the time to time PROVIDED HOWEVER in so far as the Owner's Area is concerned, such changes shall be made only in consultation with the Owners.

- b. The Developer shall be at liberty to do all works as required for the Project and to utilise the existing water, electricity in the Premises, at its own cost and expenses if any. The Developer shall have the right to obtain temporary connection of utilities for the Project and the Owners shall sign and execute all papers and documents necessary thereof.
- c. All costs, charges and expenses for preparation of the plan and construction of the Building and/ or development of the premises, SAVE as otherwise mentioned herein, shall be borne and paid by the Developer exclusively.
- d. The Owners and the Developer shall be entitled absolutely to their respective areas and shall be at liberty to deal otherwise in any manner they deem fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage inherent in the Ownership flat schemes. They will

also be at liberty to enter into Agreements for sale of their respective areas SAVE THAT the Owners shall adopt the same covenants as the Developer may adopt in its Agreement with the Unit Owners of the Developer Area, at least in so far as the same related to common portions, common expenses and other matters of common interest.\* The form of such Agreement to be utilized by the parties shall be such as be jointly drawn by the Advocate of the Owners but the same shall be in accordance with the practices prevailing in respect of Ownership flat Building, Kolkata.

- It is further clarified as follows; -
- a. The Developer will provide electricity wiring connection only for the entire of the Building.
- B. All municipal rates, taxes and outgoings, including arrears in respect of the Premises, if due till the date of delivery of vacant and peaceful possession to the Developer shall be for and to the account of the Owners and thereafter the same shall be borne and paid proportionately by the Developer and owners, till the completion of the Project and thereafter

the same shall be borne and paid by the Unit Owners, to the extent of their respective areas.

- 9. The Developer shall indemnify and keep the Owners indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the Developer in pursuance of the authorities granted as aforesaid.
- 10. That the owners shall provide vacant possession of the entire premises to the developer to enable the work to be completed expeditiously.
- 11. The powers and/ or authorities granted as aforesaid shall remain irrevocable during the subsistence thereof but the Owners are at liberty to issue legal Notice if any of the terms in this Agreement are violated by the Developer.
- 12. The Owners shall give such co-operation to the Developer and sign such papers, confirmations and/ or authorities as may be reasonably required by the Developer, from time to time, for the Project, at the costs and expenses of the Developer.

- 13. The Developer will demolish the existing structures on the land at its cost and shall appropriate the materials from the demolished Building.
- 14. The Developer will construct the Building as per specification contained in Schedule "D" and shall use standard materials.
- 15. The unit holders will pay maintenance charges proportionately to the flat Owners association to be formed by the unit holders for the common areas as mentioned in Schedule "E".
- 16. The name of the Building will be selected by the Developer and owners mutually.
- 17. The Owners shall have the right to inspect the construction works and shall have the right to stop construction work if it is found that the Developer -is using sub-standard materials in the Building. In such case the matter would be settled amicably by the both parties.
- 18. In case of any parties hereto commit any default in fulfillment of their respective obligations contained herein and in

such event, the other party shall be entitled to specific performance and/ or damages.

- 19. All disputes and differences between the parties herein in any way relating to this Agreement and/ or matter relating to construction shall be settled mutually and amicably and only on failure of such resolution will it be settled by Arbitration as per provisions of the Arbitration and Conciliation. Act, 1996 (as amended time to time).
- 20. The Owner and the Developer have entered into this agreement purely as a contract and nothing contained therein shall be deemed to construe as a partnership between the parties hereto in the manner nor shall the parties hereto constitute an Association of persons,
- 21. That immediately upon the Developer obtaining possession of the said properties the Developer shall be entitled to start the work of constructions of the said premises through his contractors.
- 22. In the event the Developer fails and /or neglects to start construction of the proposed building within the period of three months from the date of signing this Agreement or immediately

after receipt of permission to cut the tree from KMC, whichever is later, it shall be lawful on the part of the Owners to issue a notice asking the developer to start the work of the construction of the building as per plan/plans sanctioned by the K.M.C. within three month. Therefore in default this agreement shall stand cancelled if the Owners so desire and the developer is unwilling to continue forthwith.

23. In the event the Developer after starting of construction work and on making some progress of such construction, stop the work of construction for a period of three months or more it shall be lawful for the Owners to serve a notice upon the Developer asking the Developer to start and/ or resume the work of construction forthwith and inspite of such notice, if the Developer fails and/or neglects to start and/or resume the work of construction within a period of further three months from the date of such notice it shall be lawful for the Owners to cancel the Power of Attorney and on such cancellation the Owners shall be entitled to appoint other Developer or Developers accordance to their choice on such cancellation the Owner shall not remain liable to compensate the Developer towards the construction costs and other expenses incurred by the Developer for the construction completed upto that point of time.

- 24. The Owner shall not be liable for any Income Tax, wealth Tax, Sales Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suit, proceedings costs, charges and expenses in respect thereof.
- 25. The developer and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts thereof. The Owners hereby agrees to abide by all lawful rules and regulations to be framed by the society association holding association and/or any organization who will be in charges of such management of the welfare of the building and/or common parts thereof and the parties hereto and hereby give his consent to abide by such rules and regulations,
- 26. The Developer hereby undertakes to keep the Owner indemnified against all third party claims demands and actions arising out of any sort of act or commission on the part of the Developer in relations to the construction of the said building.
- 27. The developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs proceedings and claims that may arise out of the developer's action with regards to the

development of the said premises and/or in the matter of construction of the building and/or for any defect therein,

- 28. The Developer hereby agrees and covenants with the Owner not to do act deed or thing whereby the Owner are provenance from enjoying, selling, assigning and/or disposing of any part or portion of the Owners allocation in the new building/buildings.
- 29. The developer shall in his own costs and expenses and without creating any financial or other liabilities on the Owners, construction work will be completed of the said new building and various units and/or apartment therein in accordance with the sanctioned building Plan/Plans and any amendment hereto or notification thereof made or cause to be made by the developer subject to the approval of the Owners.

## SCHEDULE -A

ALL THAT piece and parcel of land measuring about 9 (Nine) Cottahs, 15 (Fifteen) Chittacks, 34 (thirty Four) sq. ft. more or less together with two storied structure standing thereon lying and situate at and being Premises No.- 8/3, Kashi Ghosh Lane, Police Station-Burtolla, Post office- Beadon Street, Kolkata-700006, ward No- 026 being Assessee No.- 11-026-19-0014-2 within the

jurisdiction of Registrar of Assurances, Kolkata and within the limits of Kolkata Municipal Corporation butted and bounded on:-

On the North: 8/2A, (P) & 8/2/B (P), Kasi Ghosh Lane.

On the South; 8/4A & 8/4B, Kasi Ghosh Lane

On the East: 14, Kashi Ghosh Lane,

On the West; 8/1, Kasi Ghosh Lane.

# OWNER'S ALLOCATION

The Building will be constructed Multistoried Building and the Owner's share is as follows: -

- 1. The Owners will get 50% of the Total F.A.R. sanctioned by the K.M.C. Be it noted herein that MRS. SULAGNA BASU will get 56% (fifty six per cent) out of 50% (fifty per cent) of the Total F.A.R. sanctioned by the K.M.C., and SMT. MQUMITA BASU will get 44% (forty four per cent) out of 50% (fifty per cent) of the Total F.A.R. sanctioned by the K.M.C..
- 2. It is provided that 50% of the total roof area will be kept reserved for the use of the other unit holders of the Building and the balance 50% of the roof area will be divided between the Owners and the Developer in 50%: 50% i.e. the Owners will have

the absolute right of 50% over the balance 50% of the total roof area.

- 3. If additional F.A.R. is constructed shall be divided at the ratio of 50 % for Owners and 50% for Developer provided the Owner shall have to bears the equally the expense required for obtaining additional F.A.R other than the construction cost.
- 4. The Owners shall get Entire Second Floor, Flat E on 3<sup>rd</sup> Floor, Flats A,B,C and D on the Fourth Floor alongwith 2 covered car parking spaces on the ground floor.

# SCHEDULE "C" REFERRED TO (Developer's Allocation)

Balance of the total F.A.R. after meeting the Owners share as stated in Schedule "B". The Developer's allocation are Entire Ground Floor except the 2 covered car parking spaces for owners, entire First Floor, Flats A,B,C and D on 3rd Floor and Flat E on the Fourth Floor.

## SCHEDULE- "D"

(Specification of the construction work)

| 1. T  | YPE OF CONSTRUCTION              | : R.C.C. frame structure |  |  |
|---|----------------------------------|--------------------------|--|--|
| as per Iı   | ndian building Code And building | Sanctioned Plan.         |  |  |
|   |                                  |                          |  |  |
| 2.  | FOUNDATION                       | : As per Sanctioned      |  |  |
|   | Plan/Indian Building Code.       |                          |  |  |
| 3.  | CONSTRUCTION OF WALL             | : ALL exterior brick     |  |  |
| work shall be $8$ inches thick with brick of Best quality . |                                  |                          |  |  |
| 4.  | 4. PLASTER WORK OF CEMENT        |                          |  |  |
|   | \$}                              |                          |  |  |
|   | RATIO                            |                          |  |  |
|   | INNER WALL                       | 1:5                      |  |  |
|   | OUTER WALL                       | 1:5                      |  |  |
|   | CEILING                          | 1:4                      |  |  |
|   |                                  |                          |  |  |
| 5.  | PLASTER OF PARIS WORK            | : Over all four          |  |  |
|   | walls of the flat and staircase. |                          |  |  |
|   |                                  |                          |  |  |
| 6.  | PARTITION WALL                   | : AII                    |  |  |
|   | partition walls shall be 3"/5" t | hick with bricks of best |  |  |
|   | quality.                         |                          |  |  |

7. FINISHING Cement plastering inside and outside of the Building, Inside walls are to be finished with Plaster of Paris outside wall with weather based paint. 8. FLOORS All Floors of a) rooms will be finished with 2x2 Vitrified Tiles. Kitchen will be Finished with 2x2Vitrified Tiles c) Toilet will be finished with Marble. Stair-case and its lobby will be finished with marble. DOORS a) Wooden frame of Sal-wood of Standard Size. All doors are flush type doors. Size: Main Door 3'6"/7'0 or as per drawing. Bathroom door should be of Waterproof of best c) quality. 10. WINDOW : All Windows would be of Grill Box fitted with Aluminium Shutter with Plain Glass. : Concealed Plumbing line 11. TOILET of U P.V.C. Pipes and Sanitary Fittings. One geyser point will be provided for hot water in each bathroom along with one

b)

d)

shower hot & cold water mixer and one wash basin of China Clay and 6' height Ceramic tiles all around the wall.

- 12. KITCHEN : Cooking table of Blackstone slab and Ceramic tiles of 2'6"height over wall of the cooking table and One stainless steel sink and one power point for Aqua-guard.
- 13. SANITARY INSTALLATIONS : P.V.C. Pipe of Standard quality both for water Pipeline and Drainage water Pipe line.
- 14. WATER SUPPLY : KMC water supply connection Underground Reservoir and Overhead Reservoir to be constructed as per Plan.
- 15. ELECTRIFICATION : (a) Fully Concealed
   Wiring in the entire Building including all the flats with suitable copper wire.
- (b) (i) Room- 3 light points , 1 Fan point and two plug points, 1 A.C. point in all the room.

- (ii) Drawing Room- 1 T.V. POINT, 3 Light point, 1 fan point, 1 Power point.
- (iii) Kitchen should have two light points, one fan point, one chimney point. One exhaust fan point one Aqua-guard point and one plug point.
- (c) The stair-case, the lobby and the common passage should have adequate concealed lighting arrangement with the two light point each floor.
- (d) Roof 6 light point and 1 plug point.
- (e) All Wire and Fittings will be MESCAB brand.
- 16. STAIR-CASE : 6" Steps, space landing, hand rails of 3 feet in height withdth of the stair should be more or less 3'-6" entire stair case floor including landing space will be of Marble Finish.
- 17. ROOF : (a) Roof tiles of grey cement in proper slopes will be provided over roof slab.
- (b) 3'-0"high parapet wall will be provided all around the roof slab.
- (c) Suitable Rain water pipe for drainage of roof water.
   18. DRAINAGE : All four sides of building proper drainage line will be provided with KMC drainage line connected.

- 19. OTHER WORKS (a
  - (a) Building Wall.
- (b) Lift wall inside the main building.
- (c) Open Space / Common passage with Checkers Tiles.
- (d) Lift machine room on Top floor and stair case room on the roof as per plan.
- (e) Installation of Two Lift of ESCON brand.
- (f) Four side boundary wall with two Iron gate.

### SCHEDULE- "E"

# The common portions

# 1. AREAS;

- a) Entrance and Exits to the premises of the new building,
- b) Boundary walls and main gate of the premises,
- c) Staircases, stair head room and lobbies on all the floors.
- d) Entrance lobby, electric/utility room, water pump room, to be used by the Association, if any.
- e) Common installations on the roof.
- f) Right of access on the roof above the top floor of the new building.
- g) The Open land in the premises, foundation, columns, beams, supports, common passage, boundary walls of the new building.

## WATER PLUMBING AND DRAINAGE;

- A) Drainage and sewerage lines and other installations for the same (except only as are installed within the exclusive area of any unit/ or exclusively for its use).
- B) Water supply system of the whole proposed New Building,
- C) Water pump, underground and overhead reservoir together with all common plumbing installations for carriage of water (save only those are as are within the exclusive area of any unit/ or exclusively for its use).

## 3. ELECTRICAL INSTALLATIONS;

- A) Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any unit and / or exclusively for its use).
- B) Lighting of common Portions,
- C) Electrical installations relating to transformer and substation for receiving electricity from suppliers and meters for recording the supply.
- Machinery and accessories, if any.

IN WITNESS WHEREOF the parties hereto sign this agreement on the day, month and year first above written.

#### WITNESSES:

1. Supratik Brien 101/C Ballygunge Place Kolkata - 700019

i) Salagra Bosh

2. Nazish-AKHERY 54, 3 signer street Kolkata - 7000 17

2) Moumila Basel

(SIGNATURE OF THE OWNERS)

1. Supratik Baba 101/c Ballygunge Place Kul- Froo19

Shahrawaz Alem
Partner

2. Nazign-AKhtar 54 Bright Street Kul Kata - 7000 17

SIGNATURE OF THE DEVELOPER

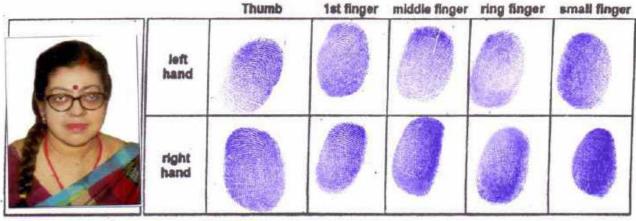
DRAFTED BY:

Vineet Kothari

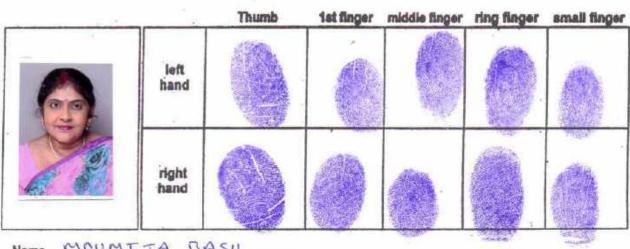
Advocate

High Court, Calcutta

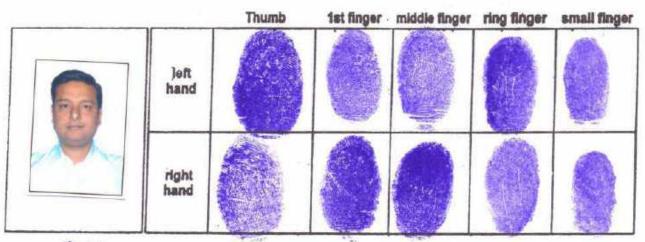
Enrol No: F/1721/1595 of 2012.



Name SULAGINA BASU
Signature Guagna Beggi



Name MOUMITA BASU
Signature Moumi & Base



Name SHAHNAWAZ ALAM Signature Shahnawaz Alam

आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

स्थायी लेखा संख्या काई Permanent Account Number Card

AAGFF1384E

TIR / Name FINE CONSTRUCTION



07102018



Partner

इस कार्ड के खोने/पाने पर कृपगा सुवित करें/तीटाएं:

का प्रकार के बान) भाग वर क्रमा बाका का प्रकार पर बोगा इकाई, जन एस दो स्व 5 वी श्रीकत, प्रजी शतिक, प्रवार व १४४, धर्में व २९२/८, माहत कालानी, दोप बगला चौक के प्रस्, पुण - 411 016.

If this card is lost / someone's lost card is found, please inform / return to:

Please inform Frehem to:
Income Tax PAN Services Unit, NSDL
Sth Floor, Mantiri Sterling,
Plot No. 341, Survey No. 997(8,
Model Colony, Near Deep Bungadow Chowk,
Pune 411-816.
Tel: 91.20-2721-8(88), Park 91-20-2721-8081
c-manti-manforagandago in







# ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

# ভারত সরকার Unique Identification Authority of India Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1040/21041/01571

To

Anal St
Sutagna Basu

101/C BALLYGUNGE PLACE
Ballygunge
Ballygunge
Circus Avenue Kolkata
West Bengal 700019

MN619019623FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

6405 1988 1541

আধার – সাধারণ মানুষের অধিকার



## ভারত সরকার Government of India



ৰুশ্মা বৰু Sulagna Basu পিতা : দৰিত কুদার মোৰ Father Sant Kumar Ghosh সন্মাভাবিধ / DOB : 07/10/1976 দাইবা / Female



6405 1988 1541

নাধার - সাধারণ মান্ত্রের নাধিকার

Inlagua Basa



Inlagia Bash

In case this said \$2 loss / Journal kindly in Jurns / centra to .

Incontro Dat PAN Services Unit, UTITSE.
Plot No. 3, Sector 11, CBD beingun;
Nord Musebai 400 614.

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आयकर विमान INCOMETAX DEPARTMENT

मारत सरकार GOVT. OF INDIA

MOUMITA BASU TUSHAR RANJAN DUTTA

10/08/1967

Permanent Account Number

AXZPB1373M

Marile Bren

Signature





Moumita Basa



IUE1495712





নিৰ্বাচকের নাম

: মৌমিডাৰাপু

Elector's Name: : Mountla Basu

रामीत नाम

: नीमानि वान्

Husband's Name : Niladri Basu

FIN/Sex

: WF

ৰণ তাৰিৰ Date of Birth : 10/08/1967

IUE1495712

চিকান: ৮/১, কাশি যোগ দেন, কলকাঞানিটেনিলাল কণ্যে, বচুতলা, কলকভে-700006

Address:

8M, KASHI GHOSE LANE, KOLKATA MUNICIPAL CORPORATION, BURTOLLA, KOLKAYA-700006

Date: 27/09/2016



166-শাদ পুৰুষ বিধীনে তথ্যায় বিধানক বিবয়ন orbition were opine Facsimile Signature of the Electoral Registration Officer for

166-Shyampukur Constituency

विकास परिवर्णन बाल गाउन विकासक दावील निक्षी नाम दावन च कान्ये, गतात महत्र पढ़ित पढ़िताना प्रशास कर विभि पर्व की

reases with the ward to be the control of the card to with same mamber.

mounit Basa

## आयकर विभाग

INCOMETAX DEPARTMENT SHAHNAWAZ ALAM BADRE ALAM



भारत सरकार GOVT. OF INDIA

22/02/1978

Pegaragent Account Number

AFDPA7896N

Shahnaway Am

Signature



Shahnawaz Alam

In case this card is lost / found, kindly inform / return to : Income Tax PAN Services Unit, UTHTSL Plot-No. 3, Sector 11, CBD Belapur, Navi Mumbai - 400-614.

इस कार्ड के खोबे/पाने पर कृपणा मृचित करें/नीटाएं : आयकर पेन सेवा सुनीर, UTHESL प्लाट ने: ३, सेक्टर १३, नी.बी.बी.बेलापुर, नवी सुंबई-४०० ६१४.

# ভারতের নির্বাচন কমিশন পরিভয় পত্র ELECTION COMMISSION OF INDIA IDENTITY CARD

XOA2085793





নিৰ্বাচকের নাম

: শাহনাজ আলম

Elector's Name - Shahnawaz Alam

: বাদরে আলম

Lather's Name

: Badre Alam

南州Sex

: 4V M

बन **गरित्र** Date of Birth : 22/02/1978



## XOA2085793

তিক্ৰমা ৪-20), পৰা পুনা, ফোলফাড ডিটালাপত বৰ্ণা, বেলিয়াপুত্ৰ, কৰল'জ 700017

#### Address:

P-233, PARK STREET, KOLKATA MUNICIPAL CORPORATION. BENIAPUKUR, KOLKATA- 700017

### Date: 18/12/2012

161-क्षतिक विशेषक राज्यक विशेषक विश्वय वर्तनकर्तनाज्ञस्य वाकासम् वसून्तिः Facsimile Signature of the Electoral Registration Officer for

161-Ballygunge Constituency

फेलन नीवर्तन कार गुरू फेलना त्यांक किये नव ताना a कार्र न्यराज राष्ट्रम पाँचक प्रविकासक सारतात क्रथा निर्मित कर्म सर् rfatiers,as result 500s see-

In case of change in address mention this Card No. in the relevant Form for including your name in the foll at the changed address and is obtain to card with same number.

## Major Information of the Deed

| Deed No:   | 1-1902-00127/2019  | Date of Registration   | 16/01/2019                 |  |
|--|--|--|----------------------------|--|
| Query No / Year  | 1902-1000008427/2019   | Office where deed is registered  |                            |  |
| Query Date 09/01/2019 5:22:12 PM                             |  | A.R.A II KOLKATA, District: Kolkata                                      |                            |  |
| Applicant Name, Address<br>& Other Details                   | VINEET KOTHARI<br>HIGH COURT CAL, Thana: Hare<br>700001, Mobile No.: 983673823 |  | ST BENGAL, PIN -           |  |
| Transaction  |  | Additional Transaction   |                            |  |
| [0110] Sale, Development Agreement or Construction agreement |  | [4308] Other than Immovable Property,<br>Agreement [No of Agreement : 2] |                            |  |
| Set Forth value  |  | Market Value   |                            |  |
|  |  | Rs. 5,74,56,679/-  |                            |  |
| Stampduty Paid(SD)   |  | Registration Fee Paid  |                            |  |
| Rs. 75,120/- (Article:48(g))                                 |  | Rs. 21/- (Article:E, E)  |                            |  |
| Remarks  | Received Rs. 50/- ( FIFTY only area)   | ) from the applicant for issuing   | g the assement slip.(Urban |  |

## Land Details:

District: Kolkata, P.S:- Burtola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kashi Ghosh Lane, Premises No: 8/3., Ward No: 026 Pin Code: 700006

| Sch | Plot<br>Number | Khatian<br>Number | Land<br>Proposed   | Use | Area of Land                     |      | Market<br>Value (In Rs.) | Other Details          |
|-----|----------------|-------------------|--------------------|-----|----------------------------------|------|--------------------------|------------------------|
| L1  |                |                   | Bastu              |     | 6 Katha 15<br>Chatak 34 Sq<br>Ft |      | 1,69,31,389/-            | Property is on<br>Road |
| L2  |                |                   | Commerci<br>al use |     | 3 Katha                          |      | 2,18,16,540/-            | Property is on Road    |
|     |                | TOTAL :           |                    |     | 16.4748Dec                       | 0 /- | 387,47,929 /-            |                        |
|     | Grand          | Total:            |                    |     | 16.4748Dec                       | 0 /- | 387,47,929 /-            |                        |

### Structure Details:

| Sch | Structure  | Area of      | Setforth       | Market value  | Other Details             |
|-----|------------|--------------|----------------|---------------|---------------------------|
| No  | Details    | Structure    | Value (In Rs.) | (In Rs.)      |                           |
| S1  | On Land L1 | 17445 Sq Ft. | 0/-            | 1,30,83,750/- | Structure Type: Structure |

Gr. Floor, Area of floor: 1089 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 4089 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor: 4089 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 3, Area of floor: 4089 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 4, Area of floor: 4089 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

| S2 | On Land L2 | 3000 Sq Ft. | 0/- | 56.25.000/- | Structure | Type: Structure |
|----|------------|-------------|-----|-------------|-----------|-----------------|
|    |            |             | 100 | 00,20,000   | Chactaic  | TYPO, OUGOLO    |

Major Information of the Deed :- I-1902-00127/2019-16/01/2019

Gr. Floor, Area of floor: 3000 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

| Total:   | 20445 sq ft | 0 /- | 187,08,750 /- |
|----------|-------------|------|---------------|
| I COLUMN | F0440 9d II | 101- | 101,00,1001-  |

## Land Lord Details:

| No | Name,Address,Photo,Finger p   | rint and Signat | ure                               |               |
|----|---|-----------------|-----------------------------------|---------------|
| 1  | Name  | Photo           | Fringerprint                      | Signature     |
|    | Mrs SULAGNA BASU Wife of Mr SUPRATIK BASU Executed by: Self, Date of Execution: 16/01/2019 , Admitted by: Self, Date of Admission: 16/01/2019 ,Place : Office |                 |                                   | Lulagra Bora  |
|    |   | 16/01/2019      | LTI<br>15/01/2019                 | 16/01/2019    |
|    | Execution: 16/01/2019   |                 |                                   |               |
| 2  | , Admitted by: Self, Date of A  | Admission: 16   |                                   |               |
| 2  | Name  Mrs MOUMITA BASU Wife of Mr NILADRI BASU Executed by: Self, Date of Execution: 16/01/2019 , Admitted by: Self, Date of Admission: 16/01/2019 ,Place     |                 | /01/2019 ,Place :<br>Fringerprint | Movemila Dabu |
| 2  | Name  Mrs MOUMITA BASU  Wife of Mr NILADRI BASU  Executed by: Self, Date of Execution: 16/01/2019 , Admitted by: Self, Date of                                |                 |                                   | Signature     |

## Developer Details :

| SI<br>No | Name,Address,Photo,Finger print and Signature  |
|----------|--|
| 1        | MESSRS FINE CONSTRUCTION  2A, LOWER RANGE, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, Kolkata, District:-South 24-Parganas, West |
|          | Bengal, India, PIN - 700017, PAN No.:: AAGFF1384E, Status :Organization, Executed by: Representative                         |

## Representative Details:

|   | Name   | Photo               | Finger Print   | Signature     |  |  |  |
|---|--|---------------------|--|---------------|--|--|--|
| (Prese<br>Son of<br>Date of<br>16/01/<br>Self, Da<br>16/01/ | AHNAWAZ ALAM ntant) Late BADRE ALAM Execution - 2019, Admitted by: ate of Admission: 2019, Place of ion of Execution: Office   |                     | The state of the s | Shahnamag Ham |  |  |  |
|   |  | Jan 16 2019 12:57PM | LTI<br>16/01/2019  | 18/01/2019    |  |  |  |
| Pargai  | P-233, PARK STREET, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, Kolkata, District:-South 24-<br>Parganas, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AFDPA7896N Status: Representative, Representative of: MESSRS FINE |                     |  |               |  |  |  |

## Islandifian Datalla

| Name & address  |  |  |  |
|---|--|--|--|
| Mr VINEET KOTHARI Son of Mr M M KOTHARI HIGH COURT CAL, P.O:- GPO, P.S:- Hare Street, Kolka Male, By Caste: Hindu, Occupation: Advocate, Citizen of | ata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: |  |  |
| BASU, Mr SHAHNAWAZ ALAM   | . India, , Identifier of Mile Sociality Brook, Mile ModMilly   |  |  |

| Transf | fer of property for L1 |  |
|--------|------------------------|--|
| SI.No  | From                   | To. with area (Name-Area)                    |
| 1      | Mrs SULAGNA BASU       | MESSRS FINE CONSTRUCTION-5.7624 Dec          |
| 2      | Mrs MOUMITA BASU       | MESSRS FINE CONSTRUCTION-5.7624 Dec          |
| Trans  | fer of property for L2 |  |
| SI.No  | From                   | To. with area (Name-Area)                    |
| 1      | Mrs SULAGNA BASU       | MESSRS FINE CONSTRUCTION-2.475 Dec           |
| 2      | Mrs MOUMITA BASU       | MESSRS FINE CONSTRUCTION-2.475 Dec           |
| Trans  | fer of property for S1 |  |
| SI.No  | From                   | To. with area (Name-Area)                    |
| 1      | Mrs SULAGNA BASU       | MESSRS FINE CONSTRUCTION-8722.50000000 Sq Ft |
| 2      | Mrs MOUMITA BASU       | MESSRS FINE CONSTRUCTION-8722.50000000 Sq Ft |
| Trans  | fer of property for S2 |  |
| SI.No  | From                   | To. with area (Name-Area)                    |
| 1      | Mrs SULAGNA BASU       | MESSRS FINE CONSTRUCTION-1500.00000000 Sq Ft |
| 2      | Mrs MOUMITA BASU       | MESSRS FINE CONSTRUCTION-1500.00000000 Sq Ft |

## Endorsement For Deed Number: 1 - 190200127 / 2019

#### On 09-01-2019

## 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 5.74.56,679/-

Enuandal

Tushar Kanti Mandal
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

#### On 16-01-2019

## Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:20 hrs on 16-01-2019, at the Office of the A.R.A. - II KOLKATA by Mr SHAHNAWAZ ALAM ...

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

Execution is admitted on 16/01/2019 by 1. Mrs SULAGNA BASU, Wife of Mr SUPRATIK BASU, 101/C, BALLYGUNGE PLACE, P.O. BALLYGUNGE, Thana: Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession House wife, 2. Mrs MOUMITA BASU, Wife of Mr NILADRI BASU, 8/1, KASHI GHOSH LANE, P.O. BEADON STREET, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession House wife

Indetified by Mr VINEET KOTHARI, . , Son of Mr M M KOTHARI, HIGH COURT CAL, P.O. GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 16-01-2019 by Mr SHAHNAWAZ ALAM, PARTNER, MESSRS FINE CONSTRUCTION (Partnership Firm), 2A, LOWER RANGE, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700017

Indetified by Mr VINEET KOTHARI, , , Son of Mr M M KOTHARI, HIGH COURT CAL, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/01/2019 12:00AM with Govt. Ref. No. 192018190327347562 on 10-01-2019, Amount Rs. 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90027031 on 10-01-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1902-00127/2019-16/01/2019

## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 112979, Amount: Rs.100/-, Date of Purchase: 15/12/2018, Vendor name: SURANJAN MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/01/2019 12:00AM with Govt. Ref. No: 192018190327347562 on 10-01-2019, Amount Rs: 75,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90027031 on 10-01-2019, Head of Account 0030-02-103-003-02

Emandal

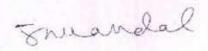
Tushar Kanti Mandal
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2019, Page from 5904 to 5950 being No 190200127 for the year 2019.





Digitally signed by TUSHAR KANTI MANDAL

Date: 2019.01.19 12:46:18 +05:30 Reason: Digital Signing of Deed.

(Tushar Kanti Mandal) 1/19/2019 12:46:13 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

(This document is digitally signed.)