

9173/19

1-8659/19



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 722011

12.15
 21/8/19
 1221505

Certified that the documents admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

[Handwritten signature]

Addl. District Sub-Registrar
 Bahala, South 24 Parganas

09 AUG 2019

DEVELOPMENT AGREEMENT

HIS DEVELOPMENT AGREEMENT made this 9th day of August, Two Thousand and Nineteen ;

BETWEEN

Bibangjitrit.

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U.S.T. CO...
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Major Information of the Deed

Deed No :	I-1607-08659/2019	Date of Registration	09/08/2019
Query No / Year	1607-0001271505/2019	Office where deed is registered	
Query Date	05/08/2019 2:10:05 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	RAJENDRA KUMAR YADAV Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433149795, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,14,93,395/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Saha Pur Main Road, Premises No: 27, Ward No: 118 Pin Code : 700038

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	6 Katha 11 Chatak 28 Sq Ft	1/-	1,01,43,395/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road,
Grand Total :				11.0985Dec	1/-	101,43,395 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1800 Sq Ft.	1/-	13,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1800 sq ft	1 /-	13,50,000 /-	

and Lord Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Mr YUDHISTIR RIT Son of Late Kanailal Rit Executed by: Self, Date of Execution: 09/08/2019 , Admitted by: Self, Date of Admission: 09/08/2019 ,Place : Office			
09/08/2019	LTI 09/08/2019	09/08/2019	



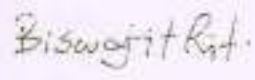
26, Sahapur Main Road, P.O:- Sahapur, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHQPR9768P, Status :Individual, Executed by: Self, Date of Execution: 09/08/2019 , Admitted by: Self, Date of Admission: 09/08/2019 ,Place : Office

Name	Photo	Finger Print	Signature
Ms KRISHNA RIT Daugther of Mr Sukumar Rit Executed by: Self, Date of Execution: 09/08/2019 , Admitted by: Self, Date of Admission: 09/08/2019 ,Place : Office			
09/08/2019	LTI 09/08/2019	09/08/2019	

26, Sahapur Main Road, P.O:- Sahapur, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ATWPR1678Q, Status :Individual, Executed by: Self, Date of Execution: 09/08/2019 , Admitted by: Self, Date of Admission: 09/08/2019 ,Place : Office

Name	Photo	Finger Print	Signature
Mr ABHIJIT RIT Son of Mr Sukumar Rit Executed by: Self, Date of Execution: 09/08/2019 , Admitted by: Self, Date of Admission: 09/08/2019 ,Place : Office			
09/08/2019	LTI 09/08/2019	09/08/2019	

26, Sahapur Main Road, P.O:- Sahapur, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ATWPR1679R, Status :Individual, Executed by: Self, Date of Execution: 09/08/2019 , Admitted by: Self, Date of Admission: 09/08/2019 ,Place : Office

Name	Photo	Finger Print	Signature
Mr BISWAJIT RIT Son of Mr Sukumar Rit Executed by: Self, Date of Execution: 09/08/2019 , Admitted by: Self, Date of Admission: 09/08/2019 ,Place : Office			
09/08/2019	LTI 09/08/2019	09/08/2019	

26, Sahapur Main Road, P.O:- Sahapur, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BIOPR6314K, Status :Individual, Executed by: Self, Date of Execution: 09/08/2019 , Admitted by: Self, Date of Admission: 09/08/2019 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	U S T CONSTRUCTIONS 67/1, S. N. Roy Road, P.O:- Sahapur, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700038 , PAN No.:: AAEFU0695H, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SOURAV ROY (Presentant) Son of Mr Subrata Roy Date of Execution - 09/08/2019, , Admitted by: Self, Date of Admission: 09/08/2019, Place of Admission of Execution: Office			
		Aug 9 2019 12:46PM	L1 26/08/2019	09/08/2019
	67/1, S. N. Roy Road, P.O:- Sahapur, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALHPR0226K Status : Representative, Representative of : U S T CONSTRUCTIONS (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Rajendra Kumar Yadav Son of Late Ram Raj Yadav Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027			
	09/08/2019	09/08/2019	09/08/2019
Identifier Of Mr YUDHISTIR RIT, Ms KRISHNA RIT, Mr ABHIJIT RIT, Mr BISWAJIT RIT, Mr SOURAV ROY			

Transfer of property for L1

From	To. with area (Name-Area)
Mr YUDHISTIR RIT	U S T CONSTRUCTIONS-2.77464 Dec
Ms KRISHNA RIT	U S T CONSTRUCTIONS-2.77464 Dec
Mr ABHIJIT RIT	U S T CONSTRUCTIONS-2.77464 Dec
Mr BISWAJIT RIT	U S T CONSTRUCTIONS-2.77464 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr YUDHISTIR RIT	U S T CONSTRUCTIONS-450.00000000 Sq Ft
2	Ms KRISHNA RIT	U S T CONSTRUCTIONS-450.00000000 Sq Ft
3	Mr ABHIJIT RIT	U S T CONSTRUCTIONS-450.00000000 Sq Ft
4	Mr BISWAJIT RIT	U S T CONSTRUCTIONS-450.00000000 Sq Ft

Endorsement For Deed Number : I - 160708659 / 2019**On 06-08-2019****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 1,14,93,395/-

Sandip Biswas
Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 09-08-2019**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 12:15 hrs on 09-08-2019, at the Office of the A.D.S.R. BEHALA by Mr SOURAV ROY .

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

Execution is admitted on 09/08/2019 by 1. Mr YUDHISTIR RIT, Son of Late Kanailal Rit, 26, Sahapur Main Road, P.O. Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business, 2. Ms KRISHNA RIT, Daughter of Mr Sukumar Rit, 26, Sahapur Main Road, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Service, 3. Mr ABHIJIT RIT, Son of Mr Sukumar Rit, 26, Sahapur Main Road, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business, 4. Mr BISWAJIT RIT, Son of Mr Sukumar Rit, 26, Sahapur Main Road, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Service

Identified by Mr Rajendra Kumar Yadav, , Son of Late Ram Raj Yadav, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

admitted on 09-08-2019 by Mr SOURAV ROY, Partner, U S T CONSTRUCTIONS (Partnership Firm),
Roy Road, P.O.- Sahapur, P.S.- New Allpore, District:-South 24-Parganas, West Bengal, India, PIN -

by Mr Rajendra Kumar Yadav, . Son of Late Ram Raj Yadav, Allpore Police Court, P.O. Allpore, Thana:
South 24-Parganas, WEST BENGAL, India, PIN - 700027, 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 06/08/2019 12:32PM with Govt. Ref. No: 192019200055186951 on 06-08-2019, Amount Rs: 21/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 868889855 on 06-08-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 500/-
by online = Rs 19,520/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 722011, Amount: Rs.500/-, Date of Purchase: 05/08/2019, Vendor name:
Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/08/2019 12:32PM with Govt. Ref. No: 192019200055186951 on 06-08-2019, Amount Rs: 19,520/-,
Bank: HDFC Bank (HDFC0000014), Ref. No. 868889855 on 06-08-2019, Head of Account 0030-02-103-003-02

Sandip Biswas

Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

of Registration under section 60 and Rule 69.
ed in Book - I
e number 1607-2019, Page from 275042 to 275104
g No 160708659 for the year 2019.



Sandip

Digitally signed by SANDIP BISWAS
Date: 2019.08.14 15:49:19 +05:30
Reason: Digital Signing of Deed.

(Sandip Biswas) 14/08/2019 15:49:10
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

(1) SHRI YUDHISTIR RIT, PAN : AHQPR9768P son of Late Kanailal Rit, by occupation Business, (2) MS. KRISHNA RIT, PAN : ATWPR1678Q, daughter of Shri Sukumar Rit, by faith - Hindu, by occupation - Service, (3) SHRI ABHIJIT RIT, PAN ATWPR1679R, son of Shri Sukumar Rit, by occupation Business and (4) SHRI BISWAJIT RIT, PAN BIOPR6314K, son of Shri Sukumar Rit, by occupation Service, all are adult Indian inhabitants, by faith Hindu and all are residing at premises No.26, Sahapur Main Road, having its Postal Address at 73/6, Sahapur Main Road, P.O. Sahapur, Police Station Behala, Kolkata-700038, hereinafter jointly called and referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context to mean and include their respective heirs, executors, administrators, legal representatives and assigns) parties of the FIRST PART:

AND

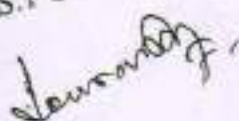
M/S. U S T CONSTRUCTIONS (PAN - AAEFU0695H), a Partnership Firm having its Office at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station New Alipore, Kolkata - 700038, as per the supplementary agreement of deed of partnership dated 16.03.2015 duly represented by one of its partner namely MR. SOURAV ROY (PAN ALHPR0226K), Son of Mr. Subrata Roy, both by Nationality - Indian, both by religion - Hindu, both by Occupation - Business, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station New Alipore, Kolkata - 700038, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors, successors-in-office, legal representatives and assigns) of the OTHER PART.

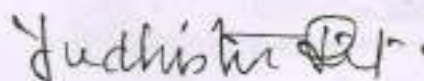
As per Supplementary deed of partnership dated 16/3/2015 the said one of the partner MR. SOURAV ROY (PAN ALHPR0226K), Son of Mr. Subrata Roy, by Nationality - Indian, by religion - Hindu, by Occupation - Business, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station New Alipore, Kolkata - 700038 is represented the said Firm as Authorized Signatory of the Firm .

RECITAL OF THE PROPERTY MENTIONED IN SCHEDULE "A" HEREUNDER WRITTEN.

WHEREAS one Mrs. Durgarani Ghosh, wife of Balai Chandra Ghosh, during her lifetime purchased ALL THAT piece and parcel of land measuring 3


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Cottahs 0 Chittak 0 Sq.ft. be the same a little more or less lying and situated in Dag No. 570 under Khatian No. 54 in Mouza Sahapur, J.L. no.8, Pargana Magura, Touzi No.93 and 101, Police Station Behala, Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality now within Ward No.118 of The Kolkata municipal Corporation in the District of the then 24- Parganas now South 24-Parganas, hereinafter called and referred to as the "Said Property" by virtue of a Deed of Sale written in Bengali dated 12th day of February, 1953 duly registered in the office of the registering Authority and recorded in Book No.1, Volume No.7. Pages from 256 to 259, Being No. 294, for the year 1953 at or for the valuable consideration mentioned therein from erstwhile Ram Chandra Basu Biswas, son of Gosto Behari Basu Biswas.

AND WHEREAS after purchasing the said property the said Mrs. Durgarani Ghosh mutated her name in the Assessment Record of the then South Suburban Municipality in respect of the said property and constructed Two storied building thereon measuring about 800 sq.ft. (Ground Floor 400 sq.ft. and First floor 400 sq.ft.) and was enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS during the operation of the Last Revisional Settlement the said property of the said Mrs. Durgarani Ghosh is recorded in R.S. Dag No. 2043 under R.S. Khatian No. 54 in Mouza Sahapur, J.L. No.8 and finally published.

AND WHEREAS be it noted that after inception of the Calcutta Municipal Corporation now renamed as The Kolkata Municipal Corporation the said property of Mrs. Durgarani Ghosh is assessed and numbered as Municipal Premises No.27, Sahapur Main Road, having its Postal Address 73/3, Sahapur Main Road, Police Station Behala, Kolkata-700038 within Ward No. 118 of the Kolkata Municipal Corporation, and its Assessee No.41-118-11-0027-1 in the District of South 24-Parganas.

AND WHEREAS the said Mrs. Durgarani Ghosh during her lifetime executed a Deed of Settlement dated 2nd day of September, 1975 in favour of her husband Balai Chandra Ghosh and her three sons namely - Dilip Kumar Ghosh (since deceased), Susanta Kumar Ghosh (since deceased) and Prasanta Kumar Ghosh and the said Deed of Settlement was duly registered in the office of the

U.S.T.O.
J. K. Ghosh

Biswasjit + Rita
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joint Sub-Registrar of Alipore at Behala and recorded in Book No.1. Volume No.73. Pages from 130 to 135. Being No. 4152 for the year 1975 with the several terms and conditions mentioned therein.


AND WHEREAS during the subsistence of the said Deed of Settlement the husband of the said Mrs. Durgarani Ghosh namely Shri Balai Chandra Ghosh died intestate on 18.08.2005, living behind him surviving his wife Mrs. Durgarani Ghosh the OWNER of the said property and 3 (three) sons namely Shri Dilip Kumar Ghosh, Shri Prasanta Kumar Ghosh and Shri Sushant Kumar Ghosh, as his only legal heirs and successors.

AND WHEREAS during the subsistence of the said Deed of Settlement out of the aforesaid 3 (three) sons of the said Mrs. Durgarani Ghosh, one son namely Dilip Kumar Ghosh died intestate on 25.11.2008 leaving behind him surviving his wife namely Mrs. Krishna Ghosh and only son namely Samiran Ghosh as his only legal heirs, heiresses and successors who jointly inherited his share in the said property as left behind by deceased Dilip Kumar Ghosh as per the provisions of the Hindu Succession Act, 1956.

AND WHEREAS while thus seized and possessed of the said property the said OWNERS namely Mrs. Durgarani Ghosh died on 25/07/2010 leaving behind her aforesaid Deed of Settlement whereby her two sons namely Susanta Kumar Ghosh and Prasanta Kumar Ghosh and the aforesaid successors of her deceased son Dilip Kumar Ghosh i.e. his wife namely Mrs. Krishna Ghosh and only son Simran Ghosh as her legal successors each having their $1/3^{\text{rd}}$, $1/3^{\text{rd}}$, $1/6^{\text{th}}$ and $1/6^{\text{th}}$ undivided and un-demarcated share respectively in the said property and were jointly enjoying and occupying the same as absolute OWNERS thereof.

AND WHEREAS while thus seized and possessed of the said property out of the aforesaid OWNERSs One of the aforesaid son of the said Mrs. Durgarani Ghosh namely Susanta Kumar Ghosh died intestate on 10/10/2018 leaving behind him surviving his wife Mrs. Krishna Ghosh and only married daughter namely Mrs. Madhumita Ghosh, wife of Mr. Souvik Ghosh as his only legal heiresses and successors who jointly inherited the said $1/3^{\text{rd}}$ share of the deceased Sushanta Kumar Ghosh in the said property each having $1/6^{\text{th}}$ undivided and un-demarcated share in the said property and were jointly enjoying and occupying the same as absolute OWNERSs thereof with other co-sharers, without any objection from any one in any manner whatsoever.


 U.P. CONSTRUCTIONS
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 Biswajit Kt.
 Juchhito Kt.

AND WHEREAS after the death of the said Mrs. Durgarani Ghosh, as per the terms of the said Deed of Settlement and in the manner aforesaid, the said Prasanta Kumar Ghosh, the legal heirs of the said deceased Dilip Kumar Ghosh namely Mrs. Krishna Ghosh, Samiran Ghosh and the legal heirs of the said deceased Susanta Kumar Ghosh namely Mrs. Krishna Ghosh and Mrs. Madhumita Ghosh became the joint OWNERS of their respective shares as stated above in the said property i.e. **ALL THAT** piece and parcel of Bastu land measuring 3 Cottahs 0 Chittak 0 Sq. ft. be the same or a little more or less together with Two Storied Pucca cemented flooring residential Building standing thereon measuring about 800 sq.ft. (Ground Floor 400 sq.ft. and First floor 400 sq.ft.), more or less, lying and situated Premises No. 27, Sahapur Main Road, having its Postal Address 73/3, Sahapur Main Road, Police Station Behala, Kolkata - 700038. within Ward No. 118 of The Kolkata Municipal Corporation and its Assessee No. 41-118-11-0027-1 in the District of South 24 Parganas, Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R. Office at Alipore, in C. S. Dag No. 570 under C. S. Khatian No. 54 corresponding to R. S. Dag No. 2043 under R. S. Khatian No. 54 in Mouza-Sahapur, J. L. No. 8, Pargana Magura, Touzi Nos. 93 and 101, absolutely and forever and all are jointly enjoying, possessing and occupying the same by making payments of rates and taxes to the appropriate authorities.

AND WHEREAS it is pertinent to mentioned here that at the time of execution of the aforesaid Deed of Settlement by the said Mrs. Durgarani Ghosh, she had two more sons namely Mr. Arun Kumar Ghosh and Mr. Nemaï Chandra Ghosh, both sons of Balai Chandra Ghosh (since deceased) and the said Mrs. Durgarani Ghosh (since deceased) and they confirmed the said Deed of Settlement as executed by their mother by signing deed of declaration by which they declared that they have no claim or demand over the said property in any manner whatsoever and relinquished their right, title and interest in the said property of their mother Mrs. Durgarani Ghosh forever.

AND WHEREAS in the manner aforesaid Owners become the joint OWNERS in respect of the said property i.e. **ALL THAT** piece and parcel of Bastu land measuring 3 Cottahs 0 Chittak 0 Sq. ft. be the same or a little more or less together with Two Storied Pucca cemented flooring residential Building standing thereon measuring about 800 sq.ft. (Ground Floor 400 sq.ft. and First floor 400 sq.ft.), more or less, lying and situated Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R. Office at Alipore and its

U.N. CONSTITUTIONS
 Vamunam

Biswajit Rit.
 Jeebhok Rit.

Municipal Premises No. 27, Sahapur Main Road, having its Postal Address 73/3, Sahapur Main Road, Police Station Behala, Kolkata - 700038, within Ward No. 118 of The Kolkata Municipal Corporation and its Assessee No. 41-118-11-0027-1 in the District of South 24 Parganas, in C.S. Dag No. 570 under C. S. Khatian No. 54 corresponding to R. S. Dag No. 2043 under R. S. Khatian No. 54 in Mouza Sahapur, J. L. No. 8, Pargana Magura, Touzi Nos. 93 and 101, morefully and particularly described in the **Schedule -"A"** hereunder written and hereinafter called and referred to as the "**Schedule A property**", having their undivided and un-demarcated share therein and have been using, enjoying and occupying the same as absolute OWNERS thereof.

RECITAL OF THE PROPERTY OF OWNERS HEREIN MENTIONED IN THE SCHEDULE "B" HEREUNDER WRITTEN.

WHEREAS one Mrs. Dibya Bala Acharya, Wife of Late Atul Chandra Acharya during her lifetime purchased **ALL THAT** piece and parcel of bastu land measuring about 3 Cottahs 11 Chittaks 28 Sq. ft., together with two-storied building be the same or a little more or less lying and situated in C.S. Dag No. 570 under C.S. Khatian No. 54 in Mouza Sahapur, J. L. No. 8, Pargana Magura, Touzi Nos. 93 and 101, Police Station Behala, Sub-Registry Office at Alipore within the local limit of the then South Suburban Municipality now within Ward No. 118 of The Kolkata Municipal Corporation in the District of the then 24 Parganas now South 24 Parganas, hereinafter called and referred to as the "**said property**", by virtue of a Deed of Sale written in Bengali dated 4th day of March, 1959 duly registered in the Office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 32, Pages from 210 to 217, Being No. 2430 for the year 1959 at or for the valuable consideration mentioned therein from the erstwhile land OWNERS Shri Nabadwip Chandra Saha.

AND WHEREAS after purchase the said property the said Mrs. Dibya Bala Acharya mutated her name in the Assessment Record of the then South Suburban Municipality in respect of the said property and was residing thereon with her family members and was enjoying her all right, title and interest at her said property by making payments of rates and taxes to the appropriate authorities.

AND WHEREAS during the operation of the Last Revisional Settlement the said property of the said Mrs. Dibya Bala Acharya is recorded in R.S. Dag

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 REGISTRAR

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 Biswajit K. D.
 Juchhok D.

No.570 under R. S. Khatian No. 54 in Mouza Sahapur, J. L. No. 8 and finally published.

AND WHEREAS while thus using, enjoying and occupying of the said property the said OWNER - Mrs. Dibya Bala Acharya died intestate on 17/04/1965 leaving behind surviving her only son Narayan Chandra Acharya and two daughters namely Santana Acharya and Trishna Acharya as her only legal heir, heiresses and successors who jointly inherited the said property as left by the said Mrs. Dibya Bala Acharya (since deceased) as per the provision of the Hindu Succession Act, 1956 as her (Mrs. Dibya Bala Acharya) husband Atul Chandra Acharya predeceased of her.

AND WHEREAS after the death of the said Mrs. Dibya Bala Acharya, her only son namely Narayan Chandra Acharya, and two daughters namely Santana Acharya and Trishna Acharya became the joint OWNERS of the said property each having 1/3rd undivided and un-demarcated share therein and have been jointly enjoying and occupying the same as absolute OWNERS thereof without any interference from any one in any manner whatsoever.

AND WHEREAS during enjoyment of the said property the aforesaid OWNERS namely Narayan Chandra Acharya, Santana Acharya and Trishna Acharya jointly sold, transferred and conveyed the said property to one Kanai Lal Rit, Son of Late Dhananjay Rit by a Deed of Sale written in Bengali dated 10/02/1978 duly registered in the Office of the Jt. Sub-Registrar of Alipore at Behala and recorded in Book No. I, volume no -7 pages from 122 to 132 Deed No. 259 for the year 1978 at or for the valuable consideration mentioned therein.

AND WHEREAS after purchase of the said property the said Kanai Lal Rit seized and possessed of the same as absolute OWNERS thereof and mutated his name in the Assessment Record of the then South Suburban Municipality and after inception of the Calcutta Municipal Corporation, the said property have been assessed and numbered as **ALL THAT** piece and parcel of bastu land measuring about 3 Cottahs 11 Chittaks 28 Sq. ft., together with one storied building lying and situated at premises no. 26, Sahapur Main Road, having its postal address at 73/6, Sahapur Main Road, P.S.-Behala, Kolkata-700038, within Ward No.118 of the Kolkata Municipal Corporation, being its Assessee No.41-118-11-0026-0, in the District South 24-Parganas, Sub-Registry Office at Alipore in R.S. Dag No.570, R.S. Khatian No.54 in Mouza Sahapur, J. L.

U.S. CONSTRUCTIONS
Kumar Dey

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No. 8, Pargana Magura, Touzi Nos. 93 and 101, hereinafter called and referred to as the "said property", and has been enjoying and occupying the same as absolute OWNERS thereof without any interference from any one in any manner whatsoever by making payments rates and taxes to the concerned authorities in respect thereof.

AND WHEREAS while thus seized and possessed, and in peaceful enjoyment of the said property the said OWNERS Sri Kanai Lal Rit died intestate on 22/10/2008 leaving behind him surviving his wife Mrs. Santabala Rit and five sons namely Sukumar Rit, Sudhansu Rit, Balaram Rit, Kshudiram Rit and Yudhistir Rit and two married daughters namely Mrs. Pranati Das, Wife of Mr. Ananda Gopal Das and Mrs. Dipali Achar, Wife of Sri Sanjit Achar, as his only legal heirs, heiresses and successors who jointly inherited the said property as left by deceased Kanai Lal Rit, as per the provision of the Hindu Succession Act, 1956 each having their 1/8th undivided and undemarcated share in the said property who have been jointly enjoying, occupying and possessing the same as absolute OWNERS thereof and have been jointly doing all acts of OWNERSHIP in respect thereof without any interfere of in any manner whatsoever.

AND WHEREAS while thus seized and possessed, and in peaceful enjoyment of the said property the said wife of deceased Kanai Lal Rit namely Smt. Santabala Rit died intestate on 16/02/2015 leaving behind her surviving her aforesaid sons and married daughters as her only legal heirs, heiresses and successors who jointly inherited her 1/8th share of the said property as left behind by her as per the provision of the Hindu Succession Act, 1956 and each become owners of their 1/7th undivided and undemarcated share in the same and have been jointly enjoying, occupying and possessing the same as absolute OWNERS thereof and jointly doing all acts of OWNERSHIP in respect thereof without any interfere of in any manner whatsoever.

AND WHEREAS after the death of the said Kanai Lal Rit and his wife namely Smt. Santabala Rit, the said Sukumar Rit, Sudhansu Rit, Balaram Rit, Kshudiram Rit, Yudhistir Rit, Mrs. Pranati das, Wife of Mr. Ananda Gopal Das and Mrs. Dipali Achar, Wife of Sanjit Achar, became the joint OWNERS of ALL THAT piece and parcel of bastu land measuring about 3 Cottahs 11 Chittaks 28 Sq. ft., together with two-storied building at measuring about 1000 sq.ft. (Ground Floor 600 sq.ft. and First Floor 400 sq.ft.) be the same or a little more or less lying and situated at premises no. 26, Sahapur Main Road, having

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PART 2

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Yudhistir Rit

its postal address at 73/6, Sahapur Main Road, P.S. Behala, Kolkata-700038, within Ward No.118 of the Kolkata Municipal Corporation, being its Assessee No.41-118-11-0026-0, in the District South 24-Parganas, Sub-Registry Office at Alipore in R.S. Dag No.570, R.S. Khatian No.54 in Mouza Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, along with right to enjoy the 4' ft. wide common passage on the Northern Side and 8' ft. wide common passage on the Southern Side of the said property and were enjoying the same by making payments of rates and taxes to the appropriate authorities each having 1/7th undivided and undemarcated share therein and have been jointly enjoying, occupying and possessing the same as absolute Owners thereof and jointly doing all acts of Ownership in respect thereof without any interfere of in any manner whatsoever.

AND WHEREAS while thus seized and possessed of the said property out of the aforesaid seven OWNERS, five OWNERS namely Shri Sudhansu Kumar Rit, Shri Balaram Rit, Shri Kshudiram Rit all sons of Late Kanai Lal Rit, Srimati Pranati Das wife of Mr. Ananda Gopal Das and Daughter of Late Kanai Lal Rit, Shrimati Dipali Achar wife of Sri Sanjit Achar, and Daughter of Late Kanai Lal Rit, jointly by a registered Deed of Gift dated 5th April, 2019. Gifted their respective 1/7th undivided and undemarcated shares in the said property i.e. **ALL THAT** piece and parcel of bastu land measuring about 3 Cottahs 11 Chittaks 28 Sq. ft., together with two-storied building at measuring about 1000 sq.ft. (Ground Floor 600 sq.ft. and First Floor 400 sq.ft.) be the same or a little more or less lying and situated at premises no. 26, Sahapur Main Road, having its postal address at 73/6, Sahapur Main Road, P.S. Behala, Kolkata-700038, within Ward No.118 of the Kolkata Municipal Corporation, being its Assessee No.41-118-11-0026-0, in the District South 24-Parganas, Sub-Registry Office at Alipore in R.S. Dag No.570, R.S. Khatian No.54 in Mouza Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, unto and in favour of their own brother namely Shri Sukumar Rit son of Late Kanai Lal Rit the said Deed of Gift, registered in the office of A.D.S.R. Behala, 24-Parganas (South), duly recorded in the Book No.I, Volume No. 1607-2019, Pages from 120749 to 120792 being No.160703857 for the year 2019 and thereby the said **Shri Sukumar Rit** son of Late Kanai Lal Rit, become the OWNERS of 6/7th undivided and undemarcated share in the said property and have been enjoying, occupying and possessing the same with other co-sharer his brother namely **Shri Yudhistir Rit**, son of Late Kanai Lal Rit who having his 1/7th in the said schedule "B" property.


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 MEMBER

Biswajit Rit.
 Yudhistir Rit

AND WHEREAS in the manner aforesaid the said Sukumar Rit son of Late Kanailal Rit, become the OWNERS of 6/7th undivided and undemarcated share in the said property and while thus he seized and possessed of the said property and thereafter the said Sukumar Rit son of Late Kanai Lal Rit, by a registered Gift dated 10th April, 2019, Gifted his entire 6/7th undivided and undemarcated shares in the said property i.e. in **ALL THAT** piece and parcel of bastu land measuring about 3 Cottahs 11 Chittaks 28 Sq. ft., together with two-storied building at measuring about 1000 sq.ft. (Ground Floor 600 sq.ft. and First Floor 400 sq.ft.) be the same or a little more or less lying and situated at premises no. 26, Sahapur Main Road, having its postal address at 73/6, Sahapur Main Road, P.S. Behala, Kolkata-700038, within Ward No.118 of the Kolkata Municipal Corporation, being its Assessee No.41-118-11-0026-0, in the District South 24-Parganas, Sub-Registry Office at Alipore in R.S. Dag No.570, R.S. Khatian No.54 in Mouza Sahapur, J. L. No. 8, Pargana Magura, Touzi Nos. 93 and 101, unto and in favour of his brother namely SHRI YUDHISTIR RIT son of Late Kanai Lal Rit, and his daughter and sons namely MS. KRISHNA RIT daughter of Shri Sukumar Rit, SHRI ABHIJIT RIT son of Shri Sukumar Rit and SHRI BISWAJIT RIT, son of Shri Sukumar RIT the said Deed of Gift is registered in the office of A.D.S.R. Behala, South 24-Parganas, duly recorded in Book No.L Volume No. 1607-2019, Pages from 122516 to 122553 being No.160703894 for the year 2019 and thereby the said Shri Yudhistir Rit, son of Late Kanai Lal Rit, and MS. KRISHNA RIT daughter of Shri Sukumar Rit, SHRI ABHIJIT RIT and SHRI BISWAJIT RIT, become the joint OWNERS of their said property having their respective undivided and un-demarcated share as per aforesaid Deed of Gift as well as own shares in the said property and have been enjoying, occupying and possessing the same as absolute OWNERS thereof morefully and particularly mentioned and described in the Schedule "B", hereunder written and hereinafter called and referred to as the "Schedule B property" and have been jointly enjoying, occupying and using all their respective right, title and interest in the same without any interference from any one in any manner whatsoever.

AND WHEREAS both properties mentioned Schedule- "A" and Schedule - "B" are/were adjacent and contiguous to each and other and the OWNERS of the schedule A property and the OWNERS of Schedule B property being in distant relation to each other and also for enjoying their respective properties jointly with each other and also for the purpose of amalgamation of the same they jointly by a Registered Deed of Exchange for Amalgamation of their

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Yudhistir Rit

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undivided and undemarcated equal shares in Schedule - "A" and Schedule-"B" properties conveyed and exchanged to each other and the said Deed of Exchange is registered at the Office of D.S.R.-II, Alipore, South 24-Parganas, duly registered and recorded in Book No .I ,Volume No.1602-2019, Pages 124390 to 124444, being No 160203508 for the year 2019

AND WHEREAS after such exchange owners of schedule 'A' & schedule 'B' properties parties applied for amalgamation of their Schedule -"A" and Schedule -"B" property into a single plot of land before the Authority of Kolkata Municipal Corporation vide their joint application and the Authority concerned as per rules and regulations of the K.M.C. vide their order amalgamated the said Schedule A and Schedule B property into a single plot of land having an area of Bastu Land measuring about 6 (six) Cottahs 11 (Eleven) Chittaks 28 (Twenty Eight) Sq. ft. together with dwell two-storied building thereon total admeasuring about 1800 sq.ft. (Ground Floor 1000 sq.ft. and First Floor 800 sq.ft.) being its new Municipal Premises No. 27, Sahapur Main Road, having its Postal Address 73/6, Sahapur Main Road, Police Station Behala, Kolkata - 700038 and its Assessee No. 41-118-11-0027-1 in the District of South 24 Parganas, within Ward No. 118 of the Kolkata Municipal Corporation, District Sub-Registry Office at Behala and A.D.S.R. Office at Alipore morefully and particular mentioned and described in the **Schedule -C** hereunder written, hereinafter called and referred to as the "**Said Plot of land**" which is the subject matter of the Development Agreement and Power of Attorney .

AND WHEREAS for more clarity of the matter it is put to record by stating and admitting by the OWNERS herein that prior to amalgamation of the aforesaid Schedule "A" and Schedule "B" properties by its respective owners amongst themselves the owners of schedule "A" property in order to develop their schedule "A" property have jointly entered into a development agreement dated 12.10.2018 together with related Power of Attorney in favour of M/S U S T Constructions a Partnership Firm having its Office at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station New Alipore, Kolkata - 700038, duly represented by its Managing Partner - **MR. SOURAV ROY (PAN ALHPR0226K)** Son of Mr. Subrata Roy and **MR. SUBRATA ROY (PAN ADAPR0701N)** son of Late Khired Chandra Roy both by Nationality - Indian, both by religion - Hindu, both by Occupation - Business, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station New Alipore, Kolkata - 700038 to develop their said property on several terms and conditions subject to allotment of their

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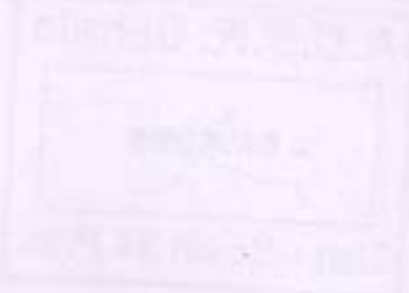
respective allocations to the building to be constructed at their said plot of land and the said development agreement have been registered in the office of ADSR Behala and recorded in Book No.I, Volume No.1607-2018, Pages from 321400 to 321460 being No. 160710093 for the year 2018.

AND WHEREAS the **OWNERS** herein have also decided to develop their portion in the said plot of land by constructing G+III storied building over their said plot of land but due to his shortage of sufficient funds said **OWNERS** herein decided to engage and appoint M/S. **U S T CONSTRUCTIONS**, a Partnership Firm having its Office at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station New Alipore, Kolkata - 700038, duly represented by its Partners - **MR. SOURAV ROY (PAN ALHPR0226K)** Son of Mr. Subrata Roy and **MR. SUBRATA ROY (PAN ADAPR0701N)** son of Late Khirod Chandra Roy both by Nationality - Indian, both by religion - Hindu, both by Occupation - Business, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station New Alipore, Kolkata - 700038, the **DEVELOPER** herein to develop their said plot of land measuring about **6 (six) Cottas II (Eleven) Chittaacks 28 (Twenty Eight) sq.ft.** constructing G+III storied buildings as per the drawing plan and specifications which will be approved and duly signed by the Owners and sanctioned by the KMC and in conformist with the said details of construction under and subject to the terms and condition hereinafter written and agreed by and between the parties.

AND WHEREAS the **OWNERS** hereby declare that the said plot of land is free from all encumbrances, charges, liens, lispendances, claims, demands, neither acquired nor under proposal of acquisition and requisition of the Government of West Bengal land acquisition departments or by the local municipality or any other competent authority, if any claim found in future that shall be settled by the **OWNERS** at their own cost in default the developer will be at liberty to settled the matter at its cost and the amount such incurred be adjusted by the developer from the **OWNERS'** allocation.

AND WHEREAS the **DEVELOPER** believing the aforesaid representation and covenants of the **OWNERS** regarding their title of the said plot of land to be true and free from all encumbrances and on the aforesaid undertakings of **OWNERS** are hereby agreed to develop the said plot of land by constructing G+III storied building thereon under the terms and conditions as written hereunder.


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Prior to inter into the operative part of this Development Agreement it is agreed by and between the Owners and Developers herein that the Developer herein shall provide alternative accommodation to the Owners herein from the date of hand over the peaceful possession within two months in vacant condition of the said plot of land include is two storied building up to the date of hand over the possession of Owners allocation to the Owners herein and the rent of total three accommodation shall be settled between the parties hereto @ Rs.30,000/- (Rupees Thirty Thousand) per month shall be payable by the Developer to the Owners herein in advance within first week of every month . From the date of hand over the possession of the said plot of land upto the date of hand over the possession of owners allocation to the owners herein . The Owners will arrange the said accommodation by amongst themselves their own discretion. More over developer shall pay Rs 90000/- (Rupees Ninety thousand) as security deposit for rental purpose to the owners herein at the time of this agreement which the owners shall pay back to developer at the time of handover of the owners allocation .

And Further the Developer shall arrange to mutated the said plot of land in the name of the present Owners in the assessment record of the Kolkata Municipal Corporation and also in the office of the B.L. & L.R.O., T.M. Block, Behala and cost of such mutation shall be borne by the Developer herein. And in consideration of this instant agreement the OWNERS' will be provided as follows :-

The OWNERS' shall be provided the constructed area in each floor to be constructed by the Developer consisting of self contained Residential Flats, shops, commercial units/space, including Car Parking Space subject to adjustment in accordance with the aforesaid building sanctioned Plan.

AND the Owners agreed to deliver or handover the possession of all that piece and parcel of possession in vacant condition of the said plot of land together with two - storied building to the Developer to construct a G+III storied residential building within two months from this agreement and relevant power to construct the building .

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS :-

ARTICLE -I- DEFINITIONS.

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- a) **ENGINEER / ARCHITECT**:- It shall mean such person or persons appointed by the **DEVELOPER** as architect for supervision the construction of the said G+III storied building and act as per the Kolkata Municipal corporation Building Rules .
- b) **BUILDING**:- It shall mean the G+III storied building with RCC framed structure to be constructed on the said amalgamated land according to the drawing plan and specification approved and duly signed by the **OWNERS herein** and sanctioned by the Kolkata Municipal Corporation and constructed in conformity with the details of construction given to the **Schedule -D** hereunder written.
- c) **BUILDING PLAN**:- It shall mean drawings plans and specification for the construction of the said building which will be sanctioned by the Kolkata Municipal Corporation and duly signed by the OWNERS herein or any other government authority.
- d) **COMMON AREAS AND FACILITIES**:- It shall mean unless the context otherwise required the items specified in section 3(d) of the West Bengal Apartment Ownership Act, 1972 and more fully mentioned in the Schedule -G mentioned hereunder.
- e) **OWNERS' ALLOCATION** :- It shall mean and include the area which shall be provided to the owners jointly and severally as their shares in the said building to be constructed as per their shares in the said building to be constructed as per the sanctioned building plan and specification approved by the Owner's herein and sanctioned by the Kolkata Municipal Corporation and as per specification described in schedule ' H' herein , which shall include the proportionate share of staircases, lifts , lobbies in the form and manner as described in the schedule "E" hereunder written with the facility of proportionate undivided interest or share on the common space an area of the said plot of land and building .
- f) **DEVELOPER'S ALLOCATION** :- Save and except the aforesaid allocated portion of the **OWNERS** the remaining proportion of the proposed building will be exclusively belonged with the


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DEVELOPER together with the right to transfer by way of sale, lease, gift, exchange, mortgage to others.

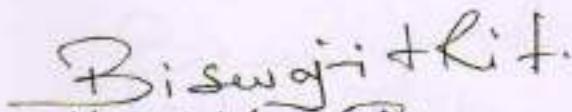
- g) **TRANSFER-:** It shall mean and include the transfer with its grammatical variations by way of sale, lease, gift, exchange and mortgage of the **DEVELOPER'S** allocation only to the intending purchaser.
- h) **TRANSFEREES-:** It shall mean and include the purchaser and purchasers to whom any floor space or unit in the said proposed buildings will be transferred for and against consideration but in any condition shall not include the **OWNERS** allocation.
- i) **SAID PLOT OF LAND-:** It shall mean the plot of land as described under the **Schedule-“ C”** hereunder written.
- j) **SECURITY DEPOSIT-:** It shall mean and include the free of interest refundable advance amount paid to the **OWNERS** by the Develop as described in the memo of Security Deposit hereunder written.
1. The **OWNERS** with jointly get their allocation in the under mentioned form and manner.

Jointly to the Owners herein.

1.a) The Developer shall provide a two BHK Flat facing North - East - South at the rear side which will be 26.14% of the constructed area on the Ground Floor of the Building to be constructed on the said amalgamated plot of land shown in schedule - 'C' as per Building plan to be sanctioned by the Kolkata Municipal Corporation to the **OWNER Sri Biswajit Rit** here in and the said area shall be calculated including only proportionate share of the stair case and lift adjacent to that flat only.

1.b) The Developer shall provide 26.14% of the constructed built up area on the amalgamated land shown in Schedule - 'C' on the **FIRST FLOOR 2BHK/3BHK** flat on that floor at the back side facing North - East - South including proportionate share of stair case and lift adjacent to that flat only of the Building to be constructed on the said plot of land **AS PER** Building plan to be sanctioned by the Kolkata Municipal Corporation to the **OWNER Shri**


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Yudhistir Rit here in and the said area shall be provided on the first floor . Back side of the Building shall be provided as per Building plan to be sanctioned by the K.M.C Authority and the said area shall be calculated including proportionate share of staircase and lift adjacent to that flat only.

l.c) The Developer shall provide 26.14% of the constructed built up area on the amalgamated land shown in Schedule - 'C' on the SECOND FLOOR 2BHK flat on that floor at the back side facing North - East - South including proportionate share of stair case and lift adjacent to that flat only of the Building to be constructed on the said plot of land AS PER Building plan to be sanctioned by the Kolkata Municipal Corporation to the OWNER Miss Krishna Rit herein and the said area shall be provided on the Second floor . Back side of the Building shall be provided as per Building plan to be sanctioned by the K.M.C Authority and the said area shall be calculated including proportionate share of staircase and lift adjacent to that flat only.

l.d) The Developer shall provide 26.14% of the constructed built up area on the amalgamated land shown in Schedule - 'C' on the THIRD FLOOR 2BHK flat on that floor at the back side facing North - East - South including proportionate share of stair case and lift adjacent to that flat only of the Building to be constructed on the said plot of land as per Building plan to be sanctioned by the Kolkata Municipal Corporation to the OWNER Sri Abhijit Rit herein .

e) **DEVELOPER'S ALLOCATION** -: Save and except the aforesaid allocated portion of the OWNERS the remaining proportion of the proposed building will be exclusively belonged with the **DEVELOPER** together with the right to transfer by way of sale, lease, gift, exchange, and mortgage to others.

g) **DEVELOPMENT AGREEMENT** : It shall mean only this presents and its contents agreed and signed and executed in between the parties herein but it shall not in any circumstances be treated as the Partnership Agreement in between the OWNERS & the **DEVELOPER**.

h) **FORCE MEAJURE**:- It shall mean any obstruction or obstructions, hindrances to the construction work of the proposed buildings caused due to natural calamities, earth quake, flood, war, invasion, riot, epidemic, political disorder, emergency/dispute , strike of labour, shortage of building materials etc.

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Biswasjit Rit
Yudhistir Rit

ARTICLE -II - DEVELOPERS RIGHTS & LIABILITIES.

- 1). That the **OWNERS'** hereby granted an exclusive, undisputed, unchallenged and/or absolute right to the **DEVELOPER** to build upon the said plot of land by constructing said G+III storied buildings in accordance with the drawing plans and specifications approved by the OWNERS and sanctioned by the Kolkata Municipal Corporation and with the said details construction and to sell the said super built up space excluding the **OWNERS'** allocation to the intending transferee/ Purchaser or transferees/Purchasers selected by the **DEVELOPER** and to receive the necessary advance or earnest money and/or total amount of sale from such transferee/purchaser or transferees/ purchasers at its sole discretion on such terms and conditions as the **DEVELOPER** shall think fit and proper.

- 2) The Developer shall deliver the owners allocation as described in the schedule ' E' and as per the specification described in schedule " H" to owners here in prior to deliver the possession of the developer's allocation .

- 3) **The DEVELOPER** shall always possess the right to get all type of permission, if mandatory required to established the intending construction of the aforesaid G+III storied buildings and for that purpose it shall always have exclusive right to ask the **OWNERS** to take all sorts of initiative to the respective departments for the desired permission at its developer's own costs and expenditure;

- 4). That the OWNERS shall always be ready to give a registered **General Power of Attorney** in favour of the **DEVELOPER** for the purpose of the respective construction of the said G+III storied buildings and for the purpose of respective transfer of the; DEVELOPER'S allocation only and in that case if the **DEVELOPER** asks the OWNERS for the registration of the said **General Power of Attorney** then the OWNERS shall always execute to do so for more convenient dealings.

- 5) The selling rate of the **DEVELOPER'S** allocation will be fixed by the developer itself without any permission or consultation with the OWNERS. The profit and loss earn from the project will be entirely received or borne by the developer and no amount will be adjusted from the OWNERS allocation on

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 Director

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accounts of loss or vice-versa on account of profit from the developers allocation.

6) The **DEVELOPER** is empowered to collect consideration money against the developer's allocation from the intending purchaser or the purchasers and issue money receipt in it own name or its partners or associates.

7) The **DEVELOPER** is hereby empowered to collect and receive any advance or earnest money towards the payment of consideration against the sale of its allocated portion to and from the intending purchaser or purchasers and issue money receipt accordingly.

8) To create good and marketable title of the sole allocated portion of the developer unto in favor of the intending purchaser or the purchasers the OWNERS shall always be liable to execute and sign the respective deed of transfer or deeds of transfer when asked to be executed and signed by the **DEVELOPER**.

9) On and from the date of execution within seven days the OWNERS herein shall deliver the authenticated original copy of the title deed with original copy of the chain deeds, rent bills tax bill and any other documents or documents proving absolute title of the OWNERS to the **DEVELOPER** and the **DEVELOPER** shall take custody of the said documents upon receipt till the sale of its entire allocated and refund the same accordingly.

10) **DEVELOPER** shall take custody of building sanction plan upon receipt till the sale of its entire allocated portion.

11) The **DEVELOPER** shall always be free to ask the OWNERS for his their assistance regarding the construction of the aforesaid G+III storied buildings on their aforesaid land within time and the developer shall always be free to ask the OWNERS to sign and execute each and every documents towards the development of the aforesaid land by the developer aforesaid manner within time and its is also agreed by the both parties that before sign owners should take time to understand the matter.

12) The **DEVELOPER** shall have the right to take loan or finance for the construction of the aforesaid building over the aforesaid land from any

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4) That during the continuance of this agreement the **OWNERS** shall not in any way cause any; impediment or obstruction whatsoever in the construction or the development of the said building by the **DEVELOPER**. That the **OWNERS** shall with or without the architect have full right to enter the said building and to inspect the construction material and construction work carried on by the **DEVELOPER**.

5) The **OWNERS** shall convey at the cost of the **DEVELOPER** and/or transferee or transferees the **DEVELOPER'S** allocation only in the said building together with the proportionate share of the said plot of land and the building and common areas thereon by executing and signing the respective deed of conveyance or conveyances and shall present the same with the **DEVELOPER** before the concerned registering authority for its absolute transfer.

6) The **OWNERS** shall be the member of the co-operative society or any association formed by the respective flat **OWNERS** and/or occupiers and shall abide by the rules and regulations to be adapted by such co-operative society or association but before the formation of such Society or Association the **OWNERS** shall pay the maintenance charges, amenities charges etc. to the **DEVELOPER**.

7) The **OWNERS** hereby declare that they have good right and full power to enter in to this agreement with the **DEVELOPER** and the **OWNERS** hereby under take to indemnify and keep indemnified the **DEVELOPER** from and against any and all third party claims, actions and demands whatsoever in respect of the said plot of land and not for the construction thereon whereas the construction will be made by the **DEVELOPER** under this agreement.

8) The **OWNERS** under take not to create any encumbrances, further charges on the said plot of land or deal with the same otherwise than in the manner in the aforesaid until the developer will maintain all as agreed by both herein .

9) That the **OWNERS** shall always be ready to give a registered general power of attorney in favour of the **DEVELOPER** for the purpose of the respective construction of the said G+III storied buildings and for the purpose of respective transfer of the **DEVELOPER'S** allocation and in that case if the **DEVELOPER** asks the **OWNERS** for the registration of the said General

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Power of Attorney then the OWNERS shall always execute the same for more convenient dealings.

10) Owners have every right to follow the construction work and interfere if the construction or used material are not upto the mark.

11) The OWNERS hereby agreed and covenanted 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 allocated portion in the building of the said land, without affecting the OWNERS' allocation as mentioned in this agreement and also notice that the developer can sale his allocation after giving possession to the owners .

12) The OWNERS hereby agreed and covenanted with the DEVELOPER not to transfer in any manner the said property or its part without the prior consent of the developer in writing to any person during the period of construction of the said building provided that the OWNERS shall book part unit and/or portion of its allocation to any one as per its choice.

13) If the OWNERS apart from the common facilities and amenities attached to his allocation wants to avail the extra facilities and amenities like community hall/indoor games etc. he can obtain such facilities and amenities from the DEVELOPER free of costs and expenditures but if he transfers his allocated portion or portions by way of sale, lease, mortgage, charge and gift to the person or persons not in their blood relation then they or the respective occupiers shall pay the costs and expenditures to obtain such right to avail such extra facilities to the Developer.

ARTICLE -IV-BUILDING.

THE DEVELOPER at its own costs or may with advances received from the intending transferee or transferees shall construct the said building on the said plot of land PROVIDED ALWAYS that the OWNERS shall not at all be responsible or liable for any such advance taken by the DEVELOPER, nor shall its be presumed that the OWNERS had consented to such advance DEVELOPER may in the name of the OWNERS at its own costs and expenses in so far as may be necessary apply for and obtain quoted entitlements allocation of cements and steel solely for the purpose of the

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construction of the said buildings similarly it may apply for and obtain temporarily and/or permanent connection and other imputes and facilities required for the construction of the said building and which purpose the OWNERS shall execute in favour as may be required by the DEVELOPER and shall also sign all such applications and all other documents which shall be required for the purpose of and in connection with the construction of the said building PROVIDED ALWAYS that all costs and expenses shall be borne and payable by the DEVELOPER and the OWNERS shall not be liable for the same.

ARTICLE -V- BUILDING ALLOCATION.

1). Immediately upon the completion of the construction of the said building on the said plot of land in all respect in accordance with the sanctioned building plan and also in conformity with details of construction and certified by the architect of the DEVELOPER that the building is habitable and ready for use has been so constructed and completed, the DEVELOPER shall deliver to the OWNERS the OWNERS'S allocation which will absolutely belong to them along with the copy of Architect's certificate and the developer shall deliver the owner's allocation to owner as per schedule 'E' and as per specification described in schedule 'H' prior to sell the developer's allocation and the OWNERS shall not have any right, title; interests, claims or demands whatsoever to (i.e. remaining portion as have been allocated herein above to the DEVELOPER.

The common areas and facilities including staircase landings, lift, lift lobbies and corridors to be constructed in the said building shall be for the common use for OWNERS and DEVELOPER and or subsequent transferees for ingress and egress from the respective allocated portion and or self own portion respectively.

ARTICLE-VI-COMMON EXPENSES

1). The OWNERS and DEVELOPER or their nominees shall pay and bear proportionate share of all rent, property maintenance charges, municipal taxes and dues and outgoings and all other common expenses within the meaning of West Bengal Apartment Ownership Act 1972 in respect of their occupied space as may be determine jointly by the OWNERS and the DEVELOPER until

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the association of flat OWNERS be formed by the OWNERS of subsequent transferee in the said building.

2) The OWNERS shall, until formation of a Co-operative Society/Association on any Association of the floor or the flat OWNERS, pay regularly and punctually his proportionate share of the said common expenses after the handing over the owners allocation by the Developer and in case of the OWNERS's failure of doing so, he shall be liable for the same and for all claims, action, demands, costs, charges, expenses and/or proceeding whatsoever may arise out of such default and the OWNERS hereby agrees to keep the DEVELOPER indemnified and harmless consequent upon such default made by the OWNERS.

ARTICLE - VII - COMMON RESTRICTION.

The OWNERS allocation in the said building shall be subject to the same restriction on transfer and use as are applicable to the DEVELOPER'S allocation in the said building intended for the common benefits of all occupiers of the said buildings which shall include the following.

- 1) Both, OWNERS and the DEVELOPER shall not use or permit to use the OWNERS' allocation in the said building or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor for any purpose which may cause any nuisance to the other occupiers of the said building.
- 2) OWNERS' & their transferee or transferees shall not demolish or permit demolition of any wall or other structures in OWNERS' allocation or any portion thereof or make any structural alteration thereon without the previous consent of the DEVELOPER in this behalf and such consent shall not be withheld unreasonably.
- 3) Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all the terms and condition of their respective parts to be observe and to be perform the proposed transferee shall have given a written undertaking to the terms and condition hereof and of these presents and further that such transferee shall pay and whatsoever shall be payable in relation to the area of their possession.

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4) The proposed transferee shall give written understanding and to be bound by the terms and condition hereof and thereof and shall duly and promptly pay all and whatsoever shall be payable in relation to the area in their possession as well as for the common expenses.

5) The respective allottees shall keep the interior walls, sewers, drains, pipes, and other fittings, fixtures appurtenances floor ceiling etc. in each of their respective allocation in the said building in good working conditions and repair and in particular shall not cause any damage to the said building or any part of their space or accommodation therein and shall keep all other occupiers of the building indemnified from and against the consequences of any such damage.

7) No goods or other articles shall be kept by the OWNERS or the DEVELOPER or the transferees for display or otherwise in the corridors or other place of common use in the new building and in case any hindrances are caused in any manner in the free movement, either party shall be liable to remove the same at the risk and at the cost of the other party causing the same.

8) The OWNERS shall permit the DEVELOPER and its employees and agents with or without work men and other with some reasonable limitation to enter in to and upon the OWNERS' allocation and every part thereof for the purpose of maintenance or repairing of any part of the building and/or for the purpose of repairing in building, cleaning, lightening, and keeping in order and in good conditions any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, gas lines, water pipes and electric wires and for any other similar purposes.

9) Neither party shall use or permit or to use or permitted the respective allocation in the building or any portion thereof for carrying of any obnoxious illegal and immoral trade or activity nor use thereof any purpose which may cause and nuisance or hazard to the other occupiers of the building.

10) Neither party shall throw or accumulate any dirty rubbish, waste and refuse in any part of the building or in the compound, corridor or in common spaces of the said building.

ARTICLE-VIII- PERFORMANCE OF THE DEVELOPER.

1) To pay all out goings from the date of this presents.

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Contractor's agents, architect, labour etc. in connection with the construction of the said building the DEVELOPER shall sole be liable therefore and shall keep the OWNERS indemnify for any such losses and damages .

6) The DEVELOPER shall complete the construction of the said building according to the drawing plan and specification sanctioned by the Kolkata Municipal corporation according to the specification described in schedule - H and in conformity with the details with the construction to the full satisfaction with the OWNERS within the period of 30 (Thirty) months from the date of this agreement subject to the Force Majeure over which human being have no control.

7) The DEVELOPER undertakes to keep the OWNERS indemnified from and against all third party claims and actions arising out of any act or occasion on the part of the DEVELOPER in or relating to the construction of the said building.

8) As soon as the said building is completed in all respect as stated in clause above the DEVELOPER shall give notice in writing to the OWNERS to take Possession of the OWNERS' allocation agreed to be provided as consideration as hereunder and as and from the date of service of the said notice and at all time hereafter the OWNERS shall be responsible for payment of proportionate share of all common expenses as per ARTICLE -VI above payable in respect of the OWNERS' allocation and the said proportionate rate to be determined prorata with reference to the salable flats in the said building.

9) The Developer shall deliver the Owner's allocation to the owners prior to deliver the possession of developer's allocation .

ARTICLE-IX- CONSIDERATION OF THIS AGREEMENT.

The aforesaid allocated portion of the OWNERS. It is agreed by and between the parties herein that the OWNERS shall be entitled to get or achieved owners' allocation as per schedule -'E' including the proportionate share of the stair case and lift and lift lobbies adjacent to that flat only for gr. floor to 3rd floor of the proposed building constructed by the DEVELOPER

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sanctioned by the Kolkata Municipal Authority, in the form & manner mentioned and described in the Schedule-'E' and together with the facility of proportionate undivided interests or share on the common space and areas of land and proposed building, in fully complete and inhabitable nature together with the facilities of water and electric connection from the DEVELOPER which shall be treated as the Consideration of these presents and for obtaining the authority and power to construct the said proposed G+III storied building mentioned in schedule 'D' over the said plot of land described in schedule -'C' reserving the right to own, seize and possess and to transfer the remaining portion of the said building after excluding the said allocated portion of the OWNERS.

ARTICLE - X - PERIOD OF COMPLETION OF THE PROPOSED BUILDING BY THE DEVELOPER.

The DEVELOPER shall construct and complete the proposed building and delivered complete habitable allocated portion of the OWNERS to the OWNERS within the period of 30 months subject to Force Majeure on and from the date of this agreement subject to necessary co-operation of the OWNERS, for obtaining building plan from the Kolkata Municipal Corporation and other necessary steps if necessarily required of the said plot of land are fulfilled by the OWNERS as sated herein above.

ARTICLE-XI- OWNERS' INDEMNITY.

The OWNERS hereby undertake that the DEVELOPER shall be entitled to the said construction its allocated portion without any interference and/or disturbances provided the DEVELOPER performs and fulfills other terms and conditions herein contained and/or its part to be observed and performed.

ARTICLE-XII- DEVELOPER'S INDEMNITY.

a) The DEVELOPER hereby undertakes to keep the OWNERS indemnified against all third party claim and action arising out of any sorts of act or omission in the building undertakes to keep the OWNERS indemnified against actions, suits, costs, proceeding and claims that may arise out of the DEVELOPER'S actions with regard to the development of the said property and/or in the manner of construction of the said building and/or for any defect therein.

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ARTICLE-XIII- MISCELLANEOUS.

- 1) It is understood that from time to time to enable the construction of the said building by the DEVELOPER various acts, deeds, matters and things not herein specifically referred to may be legally required to be done by the DEVELOPER for which may be required the authority of the OWNERS and various application and other documents may be necessary to be signed or made by him for and in connection with the construction of the said building for which no specific provisions has been made therein. **The OWNERS** hereby undertake to sign and execute all such additional applications and other documents if it is legally required for those purpose then owner should verify the thing first and after satisfaction owner can sign.

- 2). The OWNERS and DEVELOPER have entered in to this agreement purely on a principle to principle basis and nothing state herein shall be deemed to be construed as partnership between DEVELOPER and the OWNERS.

- 3). All notice required to be give either to **the OWNERS** or the DEVELOPER should be sent under registered post or by hand delivery with proper receipts at the respective address give above or at any other address communicated in writings by the either party to the other party.

- 4). The building plan and specification by the OWNERS for the sanction of the construction of the said building shall final binding upon the parties hereto and no objection will be raised regarding the erection of building done in accordance with such sanctioned building plan and in conformity with details of the construction plan.

- 5) In spite of the DEVELOPER complying with and performing the terms of this agreement the OWNERS cause any disturbance to the progress of the work or cause breach of any terms to be completed with by them the OWNERS shall be liable to fully compensate the DEVELOPER the loss which it may suffers thereby and vice versa .

ARTICLE-XIV- LEGAL ACTION.

The parties of the FIRST PART and SECOND PART shall have liberty to avail the opportunity under the Specific Performance of this agreement for non compliance of the covenant herein before mentioned alternatively at any time

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for any dispute that may arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching this presents or for determination of any liability of any of this parties under this agreement and the same shall be referred to arbitration of a single arbitrator to be appointed jointly and in case the parties agree to use otherwise two arbitrators one Mr. Rajendra Kr. Yadav the advocate of the DEVELOPER and another is to be appointed by the OWNERS in disputes and the same shall be deemed to be reference within the meaning of the Arbitration Act or any statutory modification there under in force or effect.

ARTICLE -XV-JURISDICTION

Under the original jurisdiction of the Honourable District Judge of South 24-Parganas at Alipore shall have jurisdiction to entertain and try all actions suits and proceeding arising out of this presents between the parties hereto.

THE SCHEDULE - "A" ABOVE REFERRED TO
(Premises No- 27, Sahapur Main Road)

ALL THAT piece and parcel of Bastu land measuring land measuring about 3 (three) Cottahs 00 Chittaks 00 Sq. ft., together with two-storied building at measuring about 800 sq.ft. (Ground Floor 400 sq.ft. and First Floor 400 sq.ft.) be the same or a little more or less lying and situated at premises no. 27, Sahapur Main Road, having its postal address at 73/3, Sahapur Main Road, P.S. Behala, Kolkata-700038, within Ward No.118 of the Kolkata Municipal Corporation, being its Assessee No.41-118-11-0027-1, in the District South 24-Parganas, Sub-Registry Office at Alipore in C.S. Dag No.570, C.S. Khatian No.54, correspond to R.S. Dag No. 2043 and R.S. Khatian No.54, in Mouza Sahapur, J. L. No. 8, Pargana Magura, Touzi Nos. 93 and 101, butted and bounded as follows: -

ON THE NORTH : 6' - 0" (1.8M) wide common passage

ON THE SOUTH : 9' - 11" (3.02M) wide Sahapur Main Road .

ON THE EAST : 26 Sahapur Main Road .

ON THE WEST : 22' - 2" (6.76M) Wide Sahapur Main Road

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THE SCHEDULE - "B" ABOVE REFERRED TO
(Premises No- 26, Sahapur Main Road)

ALL THAT piece and parcel of Bastu land measuring 3 Cottahs 11 Chittaks 28 Sq. ft., together with two-storied building at measuring about 1000 sq.ft. (Ground Floor 600 sq.ft. and First Floor 400 sq.ft.) be the same or a little more or less lying and situated at premises no. 26, Sahapur Main Road, having its postal address at 73/6, Sahapur Main Road, P.S. Behala, Kolkata-700038, within Ward No.118 of the Kolkata Municipal Corporation, being its Assessee No.41-118-11-0026-0, in the District South 24-Parganas, Sub-Registry Office at Alipore in C.S. Dag No.570, C.S. Khatian No.54, correspond to R.S. Dag No. 570 and R.S. Khatian No.54, in Mouza Sahapur, J. L. No. 8, Pargana Magura, Touzi Nos. 93 and 101, butted and bounded as follows : -

ON THE NORTH : 6' - 0" (1.8M) wide common passage and 73/2, Sahapur Main Road
ON THE SOUTH : 8'-6" (2.58M) wide, Sahapur Main Road .
ON THE EAST : 10'-2" (3.1M) wide Sahapur Main Road .
ON THE WEST : 27, SAHAPUR MAIN ROAD . KOLKATA-700038

THE SCHEDULE - "C" ABOVE REFERRED TO AMALGAMATED PLOT
(THE SAID PLOT OF LAND)

ALL THAT piece and parcel of Bastu land measuring 6 Cottahs 11 Chittaks 28 Sq. ft., together with two dwell two-storied building at measuring about 1800 sq.ft. (Ground Floor 1000 sq.ft. and First Floor 800 sq.ft.) be the same or a little more or less lying and situated at premises no. 27, Sahapur Main Road, having its postal address at 73/6, Sahapur Main Road, P.S. Behala, Kolkata-700038, within Ward No.118 of the Kolkata Municipal Corporation, being its Assessee No.41-118-11-0027-1, in the District South 24-Parganas, Sub-Registry Office at Alipore in C.S. Dag No.570, C.S. Khatian No.54, correspond to R.S. Dag No. 570 and R.S. Khatian No.54, in Mouza Sahapur, J. L. No. 8, Pargana Magura, Touzi Nos. 93 and 101, butted and bounded as follows : -

ON THE NORTH : 6' - 0" (1.8M) wide common passage and 73/2, Sahapur Main Road
ON THE SOUTH : , Sahapur Main Road .
ON THE EAST : 10'-2" (3.1M) wide Sahapur Main Road .
ON THE WEST : 22' -2" (6.76M) Wide Sahapur Main Road

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THE SCHEDULE - "D" ABOVE REFERRED TO
(THE SAID BUILDING)

ALL THAT piece and parcel of Bastu Land, measuring about 6 Cottahs 11 Chittaks 28 Sq. ft, together with G+III storied Building duly constructed in conformity of the sanctioned building Plan by the Kolkata Municipal Corporation consisting of several residential units, commercial space and other amenities, lying and situated at premises no. 27, Sahapur Main Road, having its postal address at 73/6, Sahapur Main Road, P.S. Behala, Kolkata-700038, within Ward No.118 of the Kolkata Municipal Corporation, being its Assessee No.41-118-11-0027-1, in the District South 24-Parganas, Sub-Registry Office at Alipore in C.S. Dag No.570, C.S. Khatian No.54, correspond to R.S. Dag No. 570 and R.S. Khatian No.54, in Mouza Sahapur, J. L. No. 8, Pargana Magura, Touzi Nos. 93 and 101.

SCHEDULE - "E" OF THE OWNERS' ALLOCATION ABOVE REFERRED TO

The OWNERS Shall get there allocation in the building to be construct on the said amalgamated plot of land (after demolition of the existing structures standing there on) in the flowing Manners

- A. The Developer shall provide a Two BHK Flat facing North - East - South at the rear side which will be 26.14% of the constructed area on the Ground Floor of the Building to be constructed on the said amalgamated plot of land shown in schedule - 'C' as per Building plan to be sanctioned by the Kolkata Municipal Corporation to the OWNER Sri Biswajit Rit here in and the said area shall be calculated including only proportionate share of the stair case and lift adjacent to that flat only.
- B. The Developer shall provide 26.14% of the constructed built up area on the amalgamated land shown in Schedule - 'C' on the FIRST FLOOR 2BHK/3BHK flat on that floor at the back side facing North - East - South including proportionate share of stair case and lift adjacent to the flat only of the Building to be constructed on the said plot of land AS PER Building plan to be sanctioned by the Kolkata Municipal Corporation to the OWNER Shri Yudhistir Rit here in and the said area shall be provided on the first floor , Back side of the Building shall be

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provided as per Building plan to be sanctioned by the K.M.C Authority and the said area shall be calculated including proportionate share of staircase and Lift adjacent to the flat only

- C. The Developer shall provide 26.14% of the constructed built up area on the amalgamated land shown in Schedule - 'C' on the SECOND FLOOR 2BHK flat on that floor at the back side facing North - East - South including proportionate share of stair case and lift adjacent to that flat only of the Building to be constructed on the said plot of land AS PER Building plan to be sanctioned by the Kolkata Municipal Corporation to the OWNER Miss Krishna Rit herein and the said area shall be provided on the Second floor , Back side of the Building shall be provided as per Building plan to be sanctioned by the K.M.C Authority and the said area shall be calculated including proportionate share of staircase and lift adjacent to that flat only
- D. The Developer shall provide 26.14% of the constructed built up area on the amalgamated land shown in Schedule - 'C' on the THIRD FLOOR 2BHK flat on that floor at the back side facing North - East - South including proportionate share of stair case and lift adjacent to that flat only of the Building to be constructed on the said plot of land AS PER Building plan to be sanctioned by the Kolkata Municipal Corporation to the OWNER Sri Abhijit Rit herein.
- E. The above allocation including undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said plot of morefully and particularly set out in the schedule 'C' here under and the owners allocation shall be provided with fixture , fittings and amenities as set out in the schedule 'H' here in after stated .

**SCHEDULE- "F" OF THE DEVELOPER'S ALLOCATION
ABOVE REFERRED TO**

Save and except the aforesaid allocated portion of the OWNERS the remaining proportion of the proposed building will be exclusively belonged with the

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DEVELOPER together with the right to transfer by-way- of sale, lease, gift, exchange, mortgage to others.

**SCHEDULE- 'G' OF THE COMMON AREAS, FACILITY
COMMON EXPENSES ABOVE REFERRED TO**

The OWNERS of the land along with the other co-owners occupiers, society or association shall allow each other the following easements and quasi easements rights privileges etc.

- 1). Land under the said building described in the **Schedule-C**.
- 2). All side spaces, back space, paths, passages, drain-ways in the land of the said building.
- 3). General lightening of the common portions and space for installation of electric meter in general and separate.
- 4). Drains and sewers from the building in the municipal connection, drains and/or sewerage.
- 5). Stair case and stair case landings in each floor.
- 6). Lift/Lift Lobbies in each floor.
- 7). Common septic tank
- 8). Common water pump.
- 9). Common water reservoir.
- 10). Water and sewerage evicton from the pipes of every units, to drain and sewerage common to the said building.
- 11). Common electric line.
- 12). Top roof of the said building with roof treatment for proper shape for rain water draining.

SCHEDULE-"H" OF SPECIFICATION ABOVE REFERRED TO :

1. **STRUCTURE**-: Building designed with R.C.C Framed structure designed by ESE approved by the competent authority.
2. **Brick work :**
 - a) 200 mm thik external brick work in 1:4 Cament sand mortar
 - b) 12mm thik internal wall between two flat and stair wall With 1:4 cement soul mortar

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c) 75 mm thk internal brick work with 1st class brick set in cement, saw mortace (1:3) including H.B. netting in every alterate layers.

d) All brick are 1st class properly cured

3) Plaster Work :

a) 25mm thk external plaster in 1:4 cement mortar

b) 20mm thk internal plaster with 1:4 cement saw mortar.

4) Flooring & Wall tile

a) Digital tile of Jhonson upto height of 7'-0" (seven feet of approved design at toilet & WC and 4'-0" (four feet) above kitchen table top. Flooring 600 mm x 600mm x 10mm think glossy vitrified tiles of Jhonson make fitted on cement mortar backing of approved design duly cured for all the floors except toilet and WC which will be of matt finished vitrified tiles and process of fittings and fixing as per PWD building schedule specification .

b) Skirting will be 4" (Four inches) in geight in all bed rooms, drawings / dinning , kitchen and verandah of the same material mentioned above [4(a)]

5) Doors :

a) Main door will be good quality wooden with sal wood frame and all fitting will be S.S.

b) All internal door will be made of sal wood frame with 40mm flush door (single leaf) formal dehyde treated external and internal doors farme and shutter painted with two coats of paint over two coats of primer and all fittings will be SS.

c) Aluminium sliding door with fully glass panel of clear glass of good quality with rolling shutter at verandah and Length of such door will be equal to the length of the verandah.

d) All internal doors will be fitted with two Lever mortice lock chromium plated of standard make .

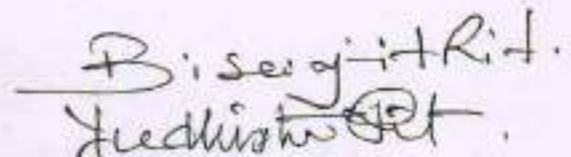
e) Main entrance door will be fitted with heavy duty chromium plated Godrej mortice lock and a eye hole

f) Steel hasp bolt (as per PWD Building schedule specification). 250 mm long in all doors.

g) Tower bolt door stopper, Buffer block in all door.

h) Length of all doors will be as per drawing door schedule approved by owners which will be sanctioned by Kolkata Municipal Corporation.


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6) Kitchen Fixture:

Kitchen table top black stone slab should be made as per modular kitchen laid and jointed with necessary adhesive cement mortar (1:2) including grinding or polish fitted with a stainless steel sink and kitchen block in Consultation with the owners and slab thickness above 25mm and upto 37.5 mm

7) Wall Putty

All internal wall will be finished with wall putty (J.K. / A CC).

8) ELECTRIFICATION

- a) All switches will be modular style (make Anchor/crab tree / havel))
- b) All wires should be used of phinox / Havells make.
- c) MCB/DB Should be provided for safety and individual electric meter for land owners .
- d) Electric Mother Meter and transformer (if any) will be installed by the Developer at in own cost and expenditure and individual electric meters will be installed by the developer but its cost will be incurred by the owners

9) Plumbing

- a) All UPVC Pipe will be used in cancelled wiring
- b) All waste water line will be 4" (Four inch) dia PVC pipes (Astral / Supreme / CPVC)
- c) Proper plumbing link inside the building with PVC Pipe (Astral / supreme/CPVC)
- d) Three C.P. bib cock one shower , one health faucet of (Jaquar) make of approved design in each toilet & WC.

11). Land Scaping

Proper land scalping and yard lighting should be introduced within the site.

12. Windows:

- A) All windows will be Box window except Toilet, WC & Kitchen with 450 mm projected slab at sill level and 500 m.m. projected slab at lintel level and MS Grill at two side and outer edge of slab and windows will fix at brick wall.

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B) Aluminium sliding window frame of 1.5mm gauge with fully glass panel of 6mm clear glass of good quality fitted on Teflon wheel & S.S. fitting.

c) Length of all windows will be as per drawing window schedule approved by the Owner which will be sanctioned by Kolkata Municipal corporation.

13). Roof Treatment with maintaining proper slope for rainwater drainage.

14). Shed on Roof over our flat : Frame of shed : Hollow 2" (Two inches) MS pipe painted with black colour . Roof Sheet : Coloured TATA sheet .

16). TOILET:-

a) One toilet of white color commode of standard brand (Hindware) with standard P.V.C system, another toilet of Orrissa type white color pan of standard brand with standard P.V.C System. In each flat All fittings are of standard type. One wash hand basin is in toilet & dining space of each flat.

b). All toilet and WC CP fitting and fixtures will be of (MARC) make of approved design.

17). WATER SUPPLY:- Water Supply round the clock is assured from KMC water supply.

18) VERANDHA/BALCONYS :- Verandha/Balcony grill will be provided by 02'-00"(Two feet) in height from 01'-00"(One foot) top of floor.

19) OTHER WORKS:-

a). Full concealed wiring with copper conduct.

b). In bed Rooms two light points, only one five amp. Plug A.C point, one fan point in each bed room.

c). Living/dining room -three light points, one fan points, one 5 amp,one 15 amp , plug point , refrigerator point , TV point , two 15amp plug point

d). Kitchen-one light point, one exhaust fan point and two 15 amp., plug point, one micro oven point , one chimney point , three extra plug point

e). Toilet- one light point, one exhaust fan point and a geyser point.

f). Verandha-one light point.

g). One light point in the main entrance.

h). Calling Bell-one calling bell point at the main entrance.

20) PAINTING :-

a). Inside wall of the common area, lobby and external wall will be finished with POP/Putty with two coats of paints (weather coat) or equivalent and two coat of primer .

21). EXTRA WORK:- Any work other than specified above would be regarded as extra work for which separate payment is required to be paid but the developer shall provide all items which owners required .

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

SIGNED, SEALED &
DELIVERED by the OWNERS at
Kolkata in the presence of:

1. Anup Kumar Bose
S/o S. N. Roy, Road
Koi-38
2. Rajendra Kumar Yadav
Advocate
Alipore Court
Koi-27

1. Jeethinjit Roy
2. Krishna Rit
3. Biswajit Rit
4. Abhinav Rit

SIGNATURE OF THE OWNERS

SIGNED, SEALED &
DELIVERED by the DEVELOPER
at Kolkata in the presence of:

1. Anup Kumar Bose
2. Rajendra Kumar Yadav
Advocate
Alipore Court
Koi-27

U.S.T CONSTRUCTIONS

Sourav Roy
PARTNER

[SOURAV ROY]

M/S. U S T CONSTRUCTIONS,
represented by its Managing Partner

SIGNATURE OF THE
DEVELOPER

Drafted & prepared by me:

Rajendra Kumar Yadav
Rajendra Kumar Yadav












Advocate

Alipore Police Court,












Kolkata - 700027

Enrolment No. WB/1427/1995












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Jeethinjit Roy

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	right hand					

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Signature Prat

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	right hand					

Name KRISHNA RIT
Signature Krishna Rit

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	right hand					

Name BISWAJIT RIT
Signature Biswajit Rit

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	right hand					

Name ABHIJIT RIT
Signature Abhijit Rit



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name Sourav Roy

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

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

GRN: 19-201920-005518695-1
GRN Date: 06/08/2019 12:30:33
BRN: 868889855
Payment Mode: Online Payment
Bank: HDFC Bank
BRN Date: 06/08/2019 12:32:00

DEPOSITOR'S DETAILS

Id No. : 16070001271505/6/2019
(Query No./Query Year)

Name : SOURAV ROY
Contact No. : Mobile No. : +91 9674675024
E-mail :
Address : 671 SN ROY ROAD KOLKATA 38
Applicant Name : Mr RAJENDRA KUMAR YADAV
Office Name :
Office Address :
Status of Depositor : Attorney of Executant
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹
1	16070001271505/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	13520
2	16070001271505/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				19541

In Words : Rupees Nineteen Thousand Five Hundred Forty One only



Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1607-0001271505/2019	Office where deed will be registered
Query Date	05/08/2019 2:10:05 PM	A.D.S.R. BEHALA District: South 24-Parganas
Applicant Name, Address & Other Details	RAJENDRA KUMAR YADAV Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN 700027, Mobile No. : 9433149795, Status Advocate	
Transaction	Additional Transaction	
[D110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration (No of Declaration : 2)	
Set Forth value	Market Value	
Rs. 2/-	Rs. 1,14,93,395/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 20,020/- (Article 48(g))	Rs. 21/- (Article E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 500/-
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)	

Land Details :

District: South 24-Parganas, P.S.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Saha Pur Main Road, , Premises No: 27, , Ward No: 118 Pin Code : 700038

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	6 Katha 11 Chatak 28 Sq Ft	1/-	1,01,43,395/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road,
Grand Total :				11.0985Dec	1/-	101,43,395/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1800 Sq Ft.	1/-	13,50,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 1000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 800 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type Pucca, Extent of Completion: Complete

Total : 1800 sq ft 1/- 13,50,000/-

Land Lord Details :

Sl No	Name & address	Status	Execution Admission Details :
1	Mr YUDHISTIR RIT Son of Late Kanailal Rit,26, Sahapur Main Road, P.O:- Sahapur, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHQPR9768P, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
2	Ms KRISHNA RIT Daughter of Mr Sukumar Rit,26, Sahapur Main Road, P.O:- Sahapur, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ATWPR1678Q, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
3	Mr ABHIJIT RIT Son of Mr Sukumar Rit,26, Sahapur Main Road, P.O:- Sahapur, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ATWPR1679R, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
4	Mr BISWAJIT RIT Son of Mr Sukumar Rit,26, Sahapur Main Road, P.O:- Sahapur, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. BIOPR6314K, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self

Developer Details :

Sl No	Name & address	Status	Execution Admission Details :
1	U S T CONSTRUCTIONS (Partnership Firm) ,67/1, S. N. Roy Road, P.O:- Sahapur, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700038 PAN No. AAEFU0695H, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Mr SOURAV ROY Son of Mr Subrata Roy,67/1, S. N. Roy Road, P.O:- Sahapur, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALHPR0226K	U S T CONSTRUCTIONS (as Partner)



Identifier Details :

Name & address
Mr Rajendra Kumar Yadav Son of Late Ram Raj Yadav Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India. Identifier Of Mr YUDHISTIR RIT, Ms KRISHNA RIT, Mr ABHIJIT RIT, Mr BISWAJIT RIT, Mr SOURAV ROY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr YUDHISTIR RIT	U S T CONSTRUCTIONS-2.77464 Dec
2	Ms KRISHNA RIT	U S T CONSTRUCTIONS-2.77464 Dec
3	Mr ABHIJIT RIT	U S T CONSTRUCTIONS-2.77464 Dec
4	Mr BISWAJIT RIT	U S T CONSTRUCTIONS-2.77464 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr YUDHISTIR RIT	U S T CONSTRUCTIONS-450 Sq Ft
2	Ms KRISHNA RIT	U S T CONSTRUCTIONS-450 Sq Ft
3	Mr ABHIJIT RIT	U S T CONSTRUCTIONS-450 Sq Ft
4	Mr BISWAJIT RIT	U S T CONSTRUCTIONS-450 Sq Ft

Owner and Land or Building Details as received from KMC :

Sc. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 411181100271 Premises No. : 27 Ward No. : 118 Street Name : SAHAPUR MAIN ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : SRI PRASANTA KUMAR GHOSH, SMT KRISHNA GHOSH, SMT MADHUMITA GHOSH, SMT KRISHNA GHOSH, SRI SAMIRAN GHOSH, SRI YUDHISTIR RIT, SMT KRISHNA RIT, SRI ABHIJIT RIT, SRI BISWAJIT RIT Owner Address : 73/6, SAHAPUR MAIN ROAD, P.O- SAHAPUR, P.S-BEHALA , KOLKATA Pin No. : 700038	Character of Premises: Total Area of Land:

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 04-09-2019) for e-Payment. Assessed market value & Query is valid for 30 days. (i.e. upto 04-09-2019)
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs. 10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.



6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.



आयकर विभाग
INCOME TAX DEPARTMENT
U.S.T. CONSTRUCTIONS

भारत सरकार
GOVT. OF INDIA

15/04/2014
EIN: 2001187000
AAEP00015H

Devaraj
U.S.T. CONSTRUCTIONS

Devaraj

PARTNER

U.S.T. CONSTRUCTIONS

Devaraj
PARTNER

U.S.T. CONSTRUCTIONS

Devaraj
PARTNER