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 14 DEC 2018

Additional District Court Office  
 Goddour, North 24 Parganas

14 DEC 2018

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 14<sup>th</sup> day of December 2018 (Two Thousand Eighteen) A.D.

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**B E T W E E N**

**1. SMT. MAHUA BASU (PAN. AUAPB1300J)**, wife of Sri Sibaji Basu, residing at: 173/2, Lenin Sarani, East Kodalia, P.O.: & P.S.: New Barrackpore, District: North 24 Parganas, Kolkata - 700131 & **2. SMT. MOUSUMI SARKAR (PAN. KRLPS9186K)**, wife of Sri Subhra Manas Sarkar, residing at: Dohariya, Nandan Kanan, P.O.: Ganga Nagar, P.S.: New Barrackpore, District: North 24 Parganas, Kolkata - 700132, both are daughter of Lt. Sudhindra Narayan Roy Chowdhury, both by faith: Hindu, by nationality: Indian, by occupation: House Hold Work, hereinafter jointly called and referred as the **'LAND OWNERS'** [which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives and assigns and nominee or nominees] of the **FIRST PART.**

**A N D**

**'S.S. DEVELOPERS' (PAN. ADRFS6209F)** a Partnership Firm having its office at: Municipal Holding No. 39 at Joy Prakash Nagar, P.S.: Khardah, District: North 24 Parganas, Kolkata - 700115, represented by its partners namely **1. SRI UTTAM KUMAR NAHA (PAN. AXOPN6734F)**, son of Lt. Shyam Sundar Naha, & **2. SMT. MITA NAHA (PAN. AJPPN3044B)**, wife of Sri Goutam Kumar Naha, both by faith: Hindu, by nationality: Indian, by occupation: Business, both are residing at: Dr. Gopal Chatterjee Road, P.O.: Sukchar, P.S.: Khardah, District: North 24 Parganas, Kolkata - 700115, hereinafter called and referred to as the **'DEVELOPER'** [which expression shall unless excluded by or repugnant to the context be deemed to include its successor-in-business, executors, representatives, administrators and/or assigns etc.] of the **SECOND PART.**

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**WHEREAS**, Smt. Sarshi Bala Roy Chowdhury, since deceased, wife of Lt. Manindra Narayan Roy Chowdhury, was well seized, possessed & absolute owner of a land measuring 16.5 Decimals corresponding to 10 Kathas more or less appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under R.S. Khatian No. 2179, P.S.: Khardah, District: North 24 Parganas by virtue of Registered Deed of Sale Being Deed No. 6112 for the year 1949, as recorded in Book No. 1, Volume No. 75, written in pages from 181 to 184 and the same was registered at the office of D.R. Alipore on 24.09.1949.

**AND WHEREAS**, after getting the aforesaid property, said Sarshi Bala Roy Chowdhury, duly mutated the same in her name in the records of Panihati Municipality and constructed a partly two storied building thereat.

**AND WHEREAS**, Smt. Sarshi Bala Roy Chowdhury, died intestate on 07.07.1991 leaving behind her four sons namely 1. Sushil Kumar Roy Chowdhury, 2. Sri Sudhir Narayan Roy Chowdhury, 3. Sri Sudhindra Narayan Roy Chowdhury, & 4. Sri Sunil Narayan Roy Chowdhury as her only legal heirs & successors under the Hindu Succession Act 1956.

**AND WHEREAS**, said Sushil Kumar Roy Chowdhury died intestate on 22.04.1984 leaving behind his widow Smt. Dipti Roy Chowdhury as his only legal heir & successor. And after demise of Sarshi Bala Roy Chowdhury, 1. Sri Sudhir Narayan Roy Chowdhury, 2. Sri Sudhindra Narayan Roy Chowdhury, 3. Sri Sunil Narayan Roy Chowdhury & 4. Smt. Dipti Roy Chowdhury jointly inherited the estate left by the deceased Sarshi Bala Roy Chowdhury.

**AND WHEREAS**, by virtue of a Deed of Gift dated 06.11.2008, executed between Sri Sudhir Narayan Roy Chowdhury & 2 others, therein referred to as the Donors of the one part and Sri Sudhindra Narayan Roy Chowdhury,

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therein referred to as the Donee of the other part and same was registered at the office of the A.D.S.R. Barrackpore, North 24 Parganas as recorded in Book No. I, C.D. Volume No. 34, Pages from 3323 to 3346 Being Deed No. 10166 For the year 2008, said 1. Sri Sudhir Narayan Roy Chowdhury, 2. Sri Sunil Narayan Roy Chowdhury, 3. Smt. Smt. Dipti Roy Chowdhury gifted, transferred and conveyed their undivided 3/4<sup>th</sup> share in respect of a plot of land measuring 02 Katha 08 Chitaks 15 Sq.ft. more or less together with one storied building measuring 492 Sq.Ft. standing thereon out of aforesaid property appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under Khatian No. 2179, within the limits of Panihati Municipality, P.S.: Khardah, District: North 24 Parganas and under the jurisdiction of Additional District Sub Registry Office at Barrackpore now Sodepur, Kolkata - 700115, in favour Sri Sudhindra Narayan Roy Chowdhury.

**AND WHEREAS**, by virtue of gift and by way of inheritance, Sudhindra Narayan Roy Chowdhury, became sole and absolute owner of plot of land measuring 02 Katha 08 Chitaks 15 Sq.ft. more or less together with one storied building measuring 492 Sq.Ft. standing thereon morefully mentioned in the First schedule written hereunder, and duly mutated the same in his name in the records of Panihati Municipality. And Holding No. 10, Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, has been registered in his name.

**AND WHEREAS**, said Sudhindra Narayan Roy Chowdhury died intestate on 17.05.2014 leaving behind his two daughters namely Smt. Mahua Basu & Smt. Mousumi Sarkar, Land Owners herein, as his only legal heirs & successors under the Hindu Succession Act 1956. And Mahua Basu & Smt. Mousumi Sarkar jointly inherited the estate left by the deceased Sudhindra Narayan Roy Chowdhury. Be it mentioned here that Smt. Bulu

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Roy Chowdhury i.e. wife of deceased Sudhindra Narayan Roy Chowdhury predeceased on 06.03.2007.

**AND WHEREAS,** Mahua Basu & Smt. Mousumi Sarkar, the Land owners herein are now well seized, possessed and joint owners of all that land measuring an area of plot of land measuring 02 Katha 08 Chitaks 15 Sq.ft. more or less together with one storied building measuring 492 Sq.Ft. standing thereon appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under Khatian No. 2179, situated at: Holding No. 10, Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, P.S.: Khardah, District: North 24 Parganas and under the jurisdiction of Additional District Sub Registry Office at Barrackpore now Sodepur, fully mentioned in the First schedule hereunder written, and same is free from all sorts of encumbrances.

**AND WHEREAS,** the Land Owners herein intend to develop the aforesaid land by erecting a Multistoried building on the said land in joint-venture system.

**AND WHEREAS,** the Second Part of this agreement i.e. '**S.S. DEVELOPERS**' a Partnership Firm having its office at: Municipal Holding No. 39 at Joy Prakash Nagar, P.S.: Khardah, District: North 24 Parganas, Kolkata - 700115, represented by its partners namely **1. Sri Uttam Kumar Naha**, son of Lt. Shyam Sundar Naha, & **2. Smt. Mita Naha**, wife of Sri Goutam Kumar Naha.

**AND WHEREAS,** above named Land owners or the First Part herein is not in a position to materialize their desire as to effecting the development of the property as described in the First Schedule due to their financial stringency.

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**AND WHEREAS**, the First Part or the Land owners of this Agreement, approached the Second Part of this agreement and authorized them to build up a multistoried building on the under schedule land in joint-venture basis and/or system and the Second Part have expressed its consent to do the project as per the terms and conditions being amicably settled up between both the First and Second Part of this agreement.

**AND WHEREAS**, for brevity and precision of this agreement following clarifications constituting hereby part of this agreement have been made.

**NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH** as follows :

#### ARTICLE - I, DEFINITION

- 1.1 **PREMISES** : shall mean landed area measuring 02 Katha 08 Chitaks 15 Sq.ft. more or less together with one storied building measuring 492 Sq.Ft. standing thereon fully mentioned in the First schedule hereunder written.
- 1.2 **BUILDING** : shall mean **Multi** storied building comprising of Several flats, shop rooms, Garages and other units so to be constructed according to the plan, so to be sanctioned at the instance of the Developer by the competent authority of Panihati Municipality and so to be constructed on the said premises of the landowners more fully described in the First Schedule written herein below.
- 1.3 **COMMON FACILITIES AND AMENITIES** : shall mean the area and amenities annexed to the said building to be erected over the first schedule of the property which includes proportionate share of land underneath and other facilities which may be required for enjoyment maintenance or

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management of the said building by all occupiers of the building, more fully mentioned in the Second schedule written hereunder.

**1.4 OWNERS' ALLOCATION :** shall mean

- a. The Land owners will get following :

In **Third Floor**, Southern side **Covered area** measuring **2150 Sq. Ft.** more or less inclusive of stair case and Lift,

of the proposed Multistoried building along with right to use the common facilities and amenities more particularly mentioned in the Second Schedule written hereunder subject to payment of common maintenance charges more particularly mentioned in the Third Schedule written hereunder.

- b. Apart from said allocated area, The First Part of this agreement will get a sum of ₹ 30,000/- (Rupees Thirty Thousand) only on this day of execution of this agreement.

**1.5 DEVELOPER'S ALLOCATION :** shall mean the rest of the total constructed area together with proportionate share of land underneath the proposed building and with right of user of common facilities, common parts and common amenities of the proposed Multistoried Building together with roof right.

**1.6 ARCHITECT :** shall mean such person or persons being appointed by the Developer.

**1.7 BUILDING PLAN :** shall mean such plan for the construction of the Multi storied building which will be sanctioned by Panihati Municipal

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Authority in the name of the Land owners hereof including proportionate share of land of the said building for construction of the building, including its modification and amenities and alterations if made at the cost and expenses of the Developer.

1.8 **CONSTRUCTION AREA** : shall mean the total constructible area as may be sanctioned by the Panihati Municipality.

1.9 **UNIT AND APARTMENT** : shall means any self contained flat, shpos, office space, garage, godown and/or other space/s in the premises including all fittings and fixtures thereon and/or appurtenant thereto agreed to be constructed by the developer.

1.10 **SUPER BUILT UP AREA** : shall means the covered area of the said flat/unit/office/space/shop/garage in addition with the proportionate common area and 20% extra on it which shall be determined by the Developer in its absolute discretion.

1.11 **FLOOR AREA RATION** : shall means the floor area ratio available for construction in the land more fully mentioned in the First Schedule written hereunder as per prevalent Municipal Law.

1.12 **SALEABLE SPACE** : shall mean the space within the building which is to be available as an unit/flat/shop/garage for independent use and occupation after making due provisions for Landowners' allocation, common facilities and space required thereof.

1.13 **ROOF** : shall means and includes the entire open space of the top floor of the building excluding the space required for installation of the overhead

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Water Tank, stair case cover and other facilities. And the Developer shall have exclusive right to use the same.

### **ARTICLE - II, COMMENCEMENT**

2. This agreement shall be deemed to have been commenced on and with effect from 14<sup>th</sup> day of December 2018 (Two Thousand Eighteen).

### **ARTICLE - III, LAND OWNERS'S RIGHT AND REPRESENTATION**

3.1 **POSSESSION :** The Land owners are now seized and possessed of and/or otherwise well and sufficiently entitled to the property more fully mentioned in the First Schedule written hereunder and shall deliver physical as well as identical possession to the Developer to develop the said premises.

3.2 The said landed property free from all encumbrances and the Landowners have marketable title in respect of the said premises.

### **ARTICLE -IV, DEVELOPER'S RIGHTS**

4.1 The Landowners hereby grant permission subject to what have been hereunder provided, exclusive right to the Developer to build and construct a Multi storied building upon the said premises of the Land owners in accordance with the building plan so to be sanctioned by Panihati Municipality at the costs and expenses of the Developer in the name of the Land owners with or without any amendment and/or modification to be made or caused to be made thereon by the Developer.

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4.2 All applications, plans and other papers and documents that may be required by the Developer for the purpose of obtaining necessary sanction from the Panihati Municipality shall be prepared and submitted by the Developer on behalf of the Landowners and the Landowners shall sign all such plans, application, other papers and documents as and when necessary and all costs and expenses including plan sanctioning costs will be borne by the Developer.

4.3 It is made clear that all the flats/ shops/other units being the developer's allocation in the entire proposed building in all the floors and those will be property of the Developer herein and if the Developer so desires, the Developer can sell it to the prospective buyers at any consideration or price at the self discretion of the Developer.

4.4 Nothing in this agreement shall be constructed as a demise or assignment or conveyance in law by the Landowners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof to the Developer other than exclusive license to the Developer to develop the same in terms hereof and to deal with the developer's allocation with interest to realize the amount invested with profit from the sell of Developer's allocation.

4.5 The Developer upon completion of the entire constructional work of the building shall obtain completion certificate from appropriate authorities at its own costs and expenses and shall handover the same to the Landowners after that it will be allowed for handing over possession of other buyers.

4.6 The Developer shall get existing building.

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**ARTICLE -V, CONSIDERATION**

5.1 The Developer has agreed to build the said proposed Multi storied building on the said premises of the Land owners exclusively at its own costs and expenses and the Land owners shall not contribute any sum towards the cost of such construction of the said building or otherwise.

5.2 In consideration of the Land owners having agreed to grant exclusive right for developing the said premises in addition to the Landowners' allocation so provided herein above. The Developer has agreed to make and shall remain bound to make and bear several other necessary expenses as consideration for the purpose of development of the said premises and such consideration for all practical purposes will deemed to be apparent consideration which are as follows :

- (a) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.
- (b) Costs, charges and expenses on account of causing the plan or map prepared and to get the same sanctioned by the Panihati Municipality.
- (c) Costs, charges and expenses incurred for installation of water supply line, electricity service connection and main meter, sewerage, drainage and other connections.

**ARTICLE -VI, PROCEDURE**

6.1 The Landowners shall execute a Registered General Power of Attorney in favour of the Developer in respect of the above said property after the execution of this agreement.

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6.2 It is categorically agreed by and between the parties hereof that, the Developer shall obtain the requisite sanctioned building plan from the authority of the Panihati Municipality and shall complete the entire constructional work of the building within the period of **30 (Thirty)** months from the date of obtaining sanctioned Building plan. But in the event of any dispute between the Developer and financier or supplier the construction remains suspended for that and the time of construction should be extended up to 1 year and if the Developer fails to complete construction within stipulated time, then the present agreement will be stand cancelled.

It is more perfectly stated that the above said **30 (Thirty)** months will be calculated from the date of obtaining sanctioned Building plan.

#### **ARTICLE-VII, DEALING OF SPACE IN THE BUILDING**

7.1 The Developer shall at its own costs and expenses and without creating any financial or other liability upon the Landowners shall construct and complete the said Multi storied building having several self contained flats and shops in accordance with the sanctioned building plan.

7.2 The Landowners will be entitled to transfer otherwise deal with the landowners' allocation in the said proposed building according to their discretion.

7.3 The Developer being the party of the Second Part shall be at liberty with exclusive right and authority to negotiate for the sale of floor/flats/shops/other Units together with proportionate share of land excluding the space provided under Landowners' allocation so mentioned hereinbefore of the said proposed building. It is clearly agreed and declared by the parties herein that the consideration money for such transfer as aforesaid

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including earnest money or initial payments or part payment and total consideration thereof shall be received by the Developer and the Landowners herein will have no right and share and will not be entitled to any portion thereof.

7.5 The Landowners hereto upon receiving delivery of Landowners' allocation, the Developer shall execute and register the necessary Deed of Conveyance unto and in favour of the purchaser or purchasers towards sale of flat or flats and/or units and spaces in the building as and when called for if necessary.

#### **ARTICLE -VIII, COMMON RESTRICTIONS**

8.0 The landowners' allocation in the proposed building shall be subject to the same restriction and use as is applicable to the developer's allocation in the building intended for common benefits of all occupiers of the building which shall include the followings.

8.1 Neither party hereof shall use their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor shall use the same in such manner which might have cause any nuisance or hazard to the other occupiers of the building.

8.2 Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

8.3 Both the Landowners and the Developer shall keep the interior walls, floors, sewers, drains, pipes and other fittings and fixtures of their respective

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allocation in the building in good habitable condition so the same may not cause any damage to the building.

8.4 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users of the corridors and other places of common use in the building.

8.5 Neither party shall throw or accumulate any dirt, rubbish waster and refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.

8.6 Both the parties hereto shall permit other's agents workmen and representative at all reasonable time to enter into others allocation and every part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping the building and its common areas in good order and condition.

**ARTICLE -IX, LANDOWNERS'S OBLIGATION**

9. The landowners do hereby agree and covenant with the Developer that during the subsistence of the agreement not to let out, grant, lease, mortgage and/or charge or part with possession of the said premises or any portion thereof to any third party.

9.1. The Landowners shall deliver all copies of deed and other papers and documents relating to the said premises simultaneously with the execution of this agreement to the Developer and the Original Documents to the said premises remains in the custody of the Land owners, in Case of verification or other purpose the original papers can shown to the competent Authority by

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the Land owners. And Land owners undertake that he shall not mortgage the Original Deed before any Bank or Financial Institution or Third Party by executing an Under Taking in this behalf.

9.2 The Land owners deliver vacant possession of below schedule property in favour of the Developer after execution of this agreement.

9.3 After taking possession of owners' allocation from the Developer, Land owners/First part will have to pay common maintenance charges with privilege to use the common facilities and amenities written hereunder.

#### **ARTICLE -X, DEVELOPER'S OBLIGATION**

10.1 The Developer doth hereby agree and covenant with the Landowners to complete the constructional work of the said Multi storied building within **30 (Thirty)** months from date of obtaining sanctioned Building plan.

10.2 The Developer shall bear occupational charges (House Rent) of the First Part @ of ₹ 5,000/- (Rupees Five Thousand) per month during the period of development work as stated above until delivery of owners' allocation as mentioned in clause 1.4 of this agreement.

10.3 The Developer shall have every right over the old structure on the above said and under mentioned First Schedule property.

10.4 The Developer shall also bear cost and expenses towards execution and registration of Gift Deed, which will be executed between the Land Owners herein after getting owners' allocation in the proposed multi-storied building for proper settlement of their respective allocation.

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10.5 The Developer hereby agrees and covenants with the Landowners not to transfer and/or assign the benefits of the present agreement or any portion thereof to any third party without the consent in writing of the Landowners.

**ARTICLE -XI, MISCELLANEOUS**

11.1 The Landowners and the Developer have entered into the present agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership between the Developer and the Landowners.

11.2 Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by registered post with due acknowledgment to the registered office of the Developer.

11.3 The Developer and the Landowners shall mutually frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building the Landowners hereby agree to abide by all the rules and regulations to be framed by any society/association/ holding organization and/or any other organization who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

11.4 The name of the building shall be given by the Developer in course of the time and Landowners have no right or objection in this behalf.

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11.5 As and from the date of completion of the building as well as upon delivery of possession, the Developer and/or its transferees and the Landowners and/or their transferees shall each be liable to pay and bear proportionate charges on account of Municipal rates and charges and other Government/Statutory taxes & outgoing payable in respect of their respective allocations.

**ARTICLE -XII, FORCE MAJEURE**

12.1 The parties hereto shall not be considered to be liable for any obligations performance of which would have been prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the 'force majeure'.

12.2 Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the control of the parties.

**FIRST SCHEDULE ABOVE REFERRED TO**

(The Land propose to be Developed)

**ALL THAT** piece and parcel of land measuring **02 (Two) Katha 08 (Eight) Chitaks 15 (Fifteen) Sq.ft.** more or less together with one storied building measuring 492 Sq.Ft. standing thereon appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in **R.S. Dag No. 1826/2888 (One Thousand Eight Hundred Twenty six Bata Two Thousand Eight Hundred Eighty Eight)**, under Khatian No. 2179, situated at: Municipal Holding No. 8, at 1, Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, P.S.: Khardah, District: North

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24 Parganas and under the jurisdiction of Additional District Sub Registry Office at Sodepur, Kolkata - 700115.

**SECOND SCHEDULE REFERRED TO ABOVE**

**(Common Areas.)**

1. The foundation, columns, beams, support, corridors, lobbies, landings, entrance and exists for the said Apartment.
2. Main gate, all open space, Electrical Main line meter & meter room, common submersible pump and Plumbing installations, water pump, Drainage sewers and rain water pipes, septic Tank, underground reservoir & overhead tank, parapet, Boundary Wall.
3. Common Stair and lobbies, corridors, Lift & Lift room, top floor roof.
4. Such other common parts, areas, equipments, installations, fixtures fittings in or about the said building as are necessary of the building and other common areas.

**THIRD SCHEDULE OF REFERRED TO ABOVE**

**(Cost of maintenance for common areas)**

1. The expenses of maintaining, repairing redecorating etc. of the building and in particulars roof water tap, Gutters and rain water pipes of the Building, water pipes and electric wires in under or upon the building enjoyed or used by the Land Owners in common with the other occupiers of said premises and the expenses for repairing the main entrance, passage of the Building.
2. The salary & Wages of Clerk, Bill collectors, Sweepers Watchmen etc.

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**FOURTH SCHEDULE REFERRED TO ABOVE**

**(Specification of Work)**

1. **STRUCTURE** : Building de-signed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **WALLS** : The outside walls of the building shall be made of 5 inches thick brick and internal partition walls shall be 3 inches thick brick.
3. **WALL FINISHES** : All internal surface shall be plastered and finished with Plaster of Paris.
4. **FLOORING & SKIRTING** : Flooring of flats will be of 2/2 Ft. vitrified Tiles.
5. **TOILET** : Toilet consisting of one Indian type commode, cistern, two-tap point and one shower point. Toilets will be provided with good quality fittings and wall tiles up to Six feet. Sanitary fittings will be white good quality fittings with Geyser Point.
6. **DOORS** : Door frame will made of Sal wood and all others doors will be of good quality Flush door and bathroom will be provided PVC frame and PVC door.
7. **WINDOWS** : Leaf window with Anodized Aluminum channel and sun reflected glass fittings and safety grill.
8. **PAINTING** : Inside wall of the flat will be finished with plaster of Paris.
9. **ELECTRICAL** : Concealed wiring with good quality Copper wire with switches. In each bed room 3 plug points along with A.C. Point, in Dining Space 7 points including 3 plug points, in verandah/balcony 1 point, in kitchen 5 points, in toilet 2 point and one point of calling ball.

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10. **PLUMBING** : in Toilet, concealed wiring with one bibcock, one shower, all fittings are standard quality. One Tap point at the balcony (in each Flat).
11. **KITCHEN** : Kitchen will be opened and wall tiles up to 2' ft. and cooking platform also will be black stone (6' ft. X 21" inch) with steel sink with two-tap point (in each Flat).
12. **WATER SUPPLY** : Water supply pump operated and overhead reservoir will be provided on ultimate roof.
13. **DINING** : One white Basin & One Tap point.

N.B. The layout and specification given above are tentative and subject to minor alterations/modifications on account of technical reasons without any reference.

#### MEMO OF CONSIDERATION

Received sum of ₹ 30,000/- (Rupees Thirty Thousand) only from the Developer in cash.

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**IN WITNESS WHEREOF** the parties do hereby put their respective hands and signature in the presence of the following witnesses on this day, month and year first above written.

Signed, Sealed & Delivered in the presence of :

**WITNESSES**

Mahua Bose

Mousumi Sarkar

1. Soumyendra Nath Samanta  
of Sukchar

Signature of The 1<sup>st</sup> Part/Land Owners.

2. Sudipta Parui  
Riya. B.K.P

S.S. DEVELOPERS

Mita Naha  
Partner

S.S. DEVELOPERS

Uday Kumar Naha  
Partner

Signature of The 2<sup>nd</sup> Part/Developer.









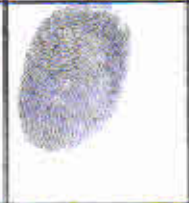


*Drafted, Prepared*

&

Type by:














Dilip Kumar Biswas  
Advocate  
Sealdah Civil Court  
F-1 No. WB / 501 / 79

	Thumb	1st finger	middle finger	ring finger	small finger	
 Mahua Barua	left hand					
	right hand					












Name .....

Signature Mahua Barua

	Thumb	1st finger	middle finger	ring finger	small finger	
 Mousumi Sarkar	left hand					
	right hand					

Name .....

Signature Mousumi Sarkar












	Thumb	1st finger	middle finger	ring finger	small finger	
 Mita Naha	left hand					
	right hand					

Name .....

Signature Mita Naha




Thumb      1st finger    middle finger    ring finger    small finger

 <i>Uttam Kumar Naha</i>	left hand					
	right hand					

Name .....

Signature *Uttam Kumar Naha* .....


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 .....

**आयकर विभाग**      भारत सरकार  
**INCOME TAX DEPARTMENT**      GOVT. OF INDIA

**MAHUA BASU**  
**SUDHINDRA NARAYAN ROY CHOWDHURY**

27/10/1970  
 Permanent Account Number  
**AUAPB1300J**

*Mahua Basu*  
 Signature




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

इस कार्ड के ख़तराने, प्राप्ति या ख़ोना संबंधित करें, कृपया  
 आयकर पिन सेवा इकाई, ए.टी.एस.आई.  
 प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,  
 नवी मुंबई - 400 614

*Mahua Basu*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
KRLPS9186K

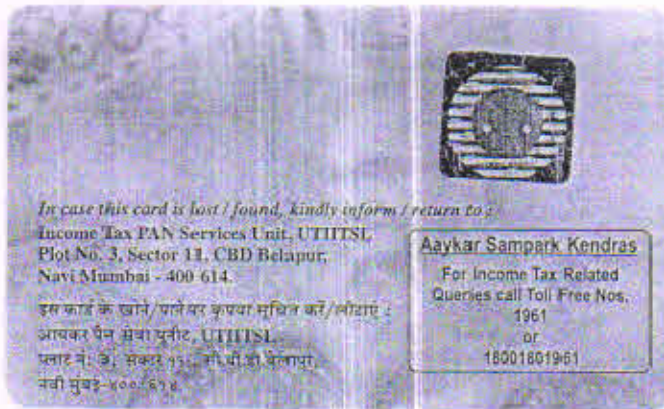


नाम / Name  
MOUSUMI SARKAR

पिता का नाम / Father's Name  
SUDHINRANARAYAN BOY CHOWDHURY

जन्म की तिथि / Date of Birth  
26/10/1974

हस्ताक्षर / Signature



Mousumi Sarkar

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

ADRF56209F



नाम / Name  
S. S. DEVELOPERS

निगमन / गठन की तारीख  
Date of Incorporation / Formation  
20/06/2018

20060018

इस कार्ड के खोने / पाने पर कृपया सूचित करें। लौटाने:  
आयकर पैन सेवा इकाई, एनएसडी एल  
5<sup>थी</sup> मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कॉलोनी, दीप बंगला चौक के पास,  
पुणे - 411 016.

*If this card is lost / someone's lost card is found,  
please inform / return to:*  
Income Tax PAN Services Unit, NSDL  
5th floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: [oinfo@nsdl.co.in](mailto:oinfo@nsdl.co.in)

S.S. DEVELOPERS

Mita Naha

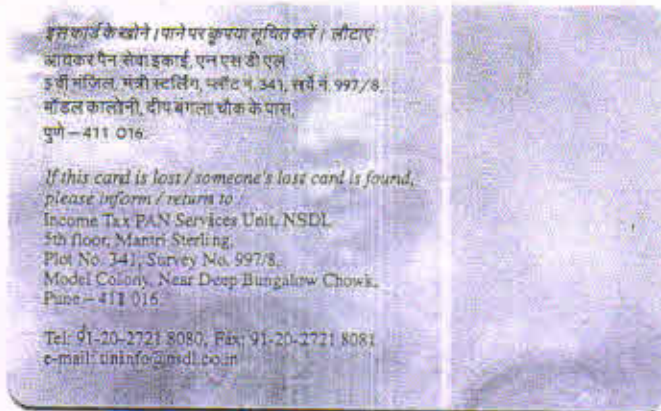
Partner

S.S. DEVELOPERS

Uttam Kumar Naha

Partner





S.S. DEVELOPERS  
Mita Naha  
Partner

S.S. DEVELOPERS  
Uttam Kumar Naha  
Partner

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

MITA NAHA  
KHAGENDRANATH MONDAL  
02/01/1980

Permanent Account Number

AJPPN3044B

*Mita Naha*  
Signature



*Mita Naha*



<b>आयकर विभाग</b> <b>INCOME TAX DEPARTMENT</b> <b>UTTAM KUMAR NAHA</b> <b>SHYAM SUNDAR NAHA</b> <b>06/10/1978</b> Permanent Account Number <b>AXOPN6734F</b> <i>Uttam Kumar Naha</i> Signature	<b>भारत सरकार</b> <b>GOVT OF INDIA</b>  
--	---

*Uttam Kumar Naha*

इस कार्ड के बारे में / यदि यह कहीं खोया जाता है / यदि  
 आयकर विभाग को सूचित किया जाये / यदि  
 5 दिनों के भीतर सूचित किया जाये / यदि  
 पता बदलता है / यदि  
 फोन नंबर बदलता है / यदि

If this card is lost / someone's lost card is found,  
 please inform / return to  
 Income Tax Officer, Uttam Naha, S.D.O.,  
 5th Floor, Market Street,  
 Plot No. 21, Survey No. 9078,  
 Model Colony, Near Deep Bazar, Chhok,  
 Pune - 411 016.

Tel: 9122275305, Fax: 9122275308  
 E-mail: [uttam@rediffmail.com](mailto:uttam@rediffmail.com)

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

GRN: 19-201819-031721823-1

Payment Mode Online Payment

GRN Date: 14/12/2018 09:58:15

Bank : AXIS Bank

BRN : 300342446

BRN Date: 14/12/2018 10:00:08

DEPOSITOR'S DETAILS

Id No. : 15241000319863/4/2018  
[Query No./Query Year]

Name : SUCHANTA BANERJEE

Contact No. :

Mobile No. : +91 9831324760

E-mail :

Address : SUKCHAR

Applicant Name : Mr A Samanta

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	15241000319863/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	21
2	15241000319863/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	321

Total

342

In Words : Rupees Three Hundred Forty Two only



### Major Information of the Deed

Deed No :	I-1524-07151/2018	Date of Registration	14/12/2018
Query No / Year	1524-1000319863/2018	Office where deed is registered	
Query Date	13/12/2018 12:55:43 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	A Samanta Bkp Court, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9831324760, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 30,000/-]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 26,37,752/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 321/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Narasingha Ghat Road, Mouza: Sukhchar, Ward No: 1, Holding No:8 Pin Code : 700115

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1826/2888	RS-2179	Bastu	Bastu	2 Katha 8 Chatak 15 Sq Ft	4,00,000/-	22,68,752/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>4.1594Dec</b>	<b>4,00,000 /-</b>	<b>22,68,752 /-</b>	







### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	492 Sq Ft.	1,00,000/-	3,69,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 492 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>492 sq ft</b>	<b>1,00,000 /-</b>	<b>3,69,000 /-</b>	



Major Information of the Deed :- I-1524-07151/2018-14/12/2018

**Deed Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b></p> <p><b>Mrs Mahua Basu</b>                      Wife of Mr Sibaji Basu                      Executed by: Self, Date of Execution: 14/12/2018                      , Admitted by: Self, Date of Admission: 14/12/2018 ,Place : Office</p>	<p><b>Photo</b></p>  <p>14/12/2018</p>	<p><b>Fingerprint</b></p>  <p>LTI 14/12/2018</p>	<p><b>Signature</b></p>  <p>14/12/2018</p>
<p>173/2 Lenin Sarani, East Kodalia, P.O:- New Barrackpore, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN - 700131 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AUAPB1300J, Status :Individual, Executed by: Self, Date of Execution: 14/12/2018                      , Admitted by: Self, Date of Admission: 14/12/2018 ,Place : Office</p>				
2	<p><b>Name</b></p> <p><b>Mrs Mousumi Sarkar (Presentant)</b>                      Wife of Mr Subhra Manas Sarkar                      Executed by: Self, Date of Execution: 14/12/2018                      , Admitted by: Self, Date of Admission: 14/12/2018 ,Place : Office</p>	<p><b>Photo</b></p>  <p>14/12/2018</p>	<p><b>Fingerprint</b></p>  <p>LTI 14/12/2018</p>	<p><b>Signature</b></p>  <p>14/12/2018</p>
<p>Dohariya, Nandan Kanan, P.O:- Ganga Nagar, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN - 700132 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: KRLPS9186K, Status :Individual, Executed by: Self, Date of Execution: 14/12/2018                      , Admitted by: Self, Date of Admission: 14/12/2018 ,Place : Office</p>				

**Developer Details :**





Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>S S Developers</b>                      Joy Prakash Nagar, P.O:- Sukchar, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700115 , PAN No.:: ADRFS6209F, Status :Organization, Executed by: Representative</p>




Major Information of the Deed :- I-1524-07151/2018-14/12/2018



**Representative Details :**

Name,Address,Photo,Finger print and Signature			
No	Name	Photo	Signature
1	<b>Mr Uttam Kumar Naha</b> Son of Late Shyam Sundar Naha Date of Execution - 14/12/2018, , Admitted by: Self, Date of Admission: 14/12/2018, Place of Admission of Execution: Office	 Dec 14 2018 3:50PM	 LTI 14/12/2018
Signature: <i>Uttam Kumar Naha</i> 14/12/2018			
Dr Gopal Chatterjee Road, P.O:- Sukchar, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AXOPN6734F Status : Representative, Representative of : S S Developers (as partner)			
2	<b>Mrs Mita Naha</b> Wife of Mr Goutam Kumar Naha Date of Execution - 14/12/2018, , Admitted by: Self, Date of Admission: 14/12/2018, Place of Admission of Execution: Office	 Dec 14 2018 3:51PM	 LTI 14/12/2018
Signature: <i>Mita Naha</i> 14/12/2018			
Dr Gopal Chatterjee Road, P.O:- Sukchar, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJPPN3044B Status : Representative, Representative of : S S Developers (as partner)			

**Identifier Details :**

Name & address	
Mr Soumendra Nath Samanta Son of Mr J Samanta Sukchar, P.O:- Sukchar, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mrs Mahua Basu, Mrs Mousumi Sarkar, Mr Uttam Kumar Naha, Mrs Mita Naha	14/12/2018
	

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mrs Mahua Basu	S S Developers-2.07969 Dec
2	Mrs Mousumi Sarkar	S S Developers-2.07969 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mrs Mahua Basu	S S Developers-246.00000000 Sq Ft
2	Mrs Mousumi Sarkar	S S Developers-246.00000000 Sq Ft

Major Information of the Deed :- I-1524-07151/2018-14/12/2018



**Endorsement For Deed Number : I - 152407151 / 2018**

**On 13-12-2018**

**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 26,37,752/-



**Indradip Ghosh**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SODEPUR**  
**North 24-Parganas, West Bengal**

**On 14-12-2018**

**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 11:07 hrs on 14-12-2018, at the Office of the A.D.S.R. SODEPUR by Mrs Mousumi Sarkar, one of the Executants.

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

Execution is admitted on 14/12/2018 by 1. Mrs Mahua Basu, Wife of Mr Sibaji Basu, 173/2 Lenin Sarani, East Kodalia, P.O: New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession House wife, 2. Mrs Mousumi Sarkar, Wife of Mr Subhra Manas Sarkar, Dohariya, Nandan Kanan, P.O: Ganga Nagar, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700132, by caste Hindu, by Profession House wife

Indetified by Mr Soumendira Nath Samanta, , , Son of Mr J Samanta, Sukchar, P.O: Sukchar, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by profession Business

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

Execution is admitted on 14-12-2018 by Mr Uttam Kumar Naha, partner, S S Developers (Partnership Firm), Joy Prakash Nagar, P.O:- Sukchar, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700115

Indetified by Mr Soumendira Nath Samanta, , , Son of Mr J Samanta, Sukchar, P.O: Sukchar, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by profession Business

Execution is admitted on 14-12-2018 by Mrs Mita Naha, partner, S S Developers (Partnership Firm), Joy Prakash Nagar, P.O:- Sukchar, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700115

Indetified by Mr Soumendira Nath Samanta, , , Son of Mr J Samanta, Sukchar, P.O: Sukchar, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by profession Business



Major Information of the Deed :- I-1524-07151/2018-14/12/2018

### Amount of Fees

Certified that required Registration Fees payable for this document is Rs 321/- ( B = Rs 300/- , E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 321/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2018 10:00AM with Govt. Ref. No. 192018190317218231 on 14-12-2018, Amount Rs: 321/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 300342446 on 14-12-2018, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 21/-

### Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-
  2. Stamp: Type: Impressed, Serial no 41, Amount: Rs.5,000/-, Date of Purchase: 05/12/2018, Vendor name: S Dey
- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2018 10:00AM with Govt. Ref. No. 192018190317218231 on 14-12-2018, Amount Rs: 21/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 300342446 on 14-12-2018, Head of Account 0030-02-103-003-02



**Indradip Ghosh**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SODEPUR**  
**North 24-Parganas, West Bengal**



Major information of the Deed :- I-1524-07151/2018-14/12/2018 \*



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2018, Page from 228171 to 228209

being No 152407151 for the year 2018.



Digitally signed by ASIS KUMAR DUTTA  
Date: 2018.12.27 15:32:13 +05:30  
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 27-12-2018 15:30:52  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SODEPUR  
West Bengal.



(This document is digitally signed.)