

15530/19

15530/19

भारतीय गैर-न्यायिक INDIA NON JUDICIAL

₹. 5000

Rs. 5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

E 925179

21.6.19
R-1-135078/19

Certified that the document is admitted to registration. The Signature sheet / sheets & the endorsement sheet / sheets attached to this document are the part of this document.

Maali

District Sub-Registrar-III
North 24-Parganas, Barasat

21 JUN 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 21st day of June, Two Thousand and Nineteen (2019).

B E T W E E N

21

নং -

3507.

সন ও তারিখ -

19.6.19

ক্রোতার নাম -

সাকিন -

Parimal Ray

Uttar Bishyally

Machhary 12/129

স্ট্যাম্প মূল্য - 500

ভেভার -

বারাসাত কোর্ট, উত্তর ২৪ পরগণা

ডেপুটি - শ্রী হায়ান চন্দ্র সাধু

টি.ডি. নং 12 JUN 2019

তারিখ - 260000

স্ট্যাম্প মূল্য -

ক্রোতার অফিস - বারাসাত



District Sub-Registrar-III
North 24-Parganas, Barasat
9 JUN 2019

(Page : 2)

SRI PARIMAL ROY @ PARIMAL KUMAR ROY, having PAN AKRPR6590E, Son of Late Jagabandhu Roy, residing at Uttar Biresh Pally, P.O. & P.S. - Madhyamgram, Kolkata - 700129, District - North 24 Parganas, by faith - Hindu, by Nationality - Indian, by occupation - Business, hereinafter called and referred to as the "OWNER" (which terms and expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

A N D

R.I. CONSTRUCTION, having PAN AAZFR4228C, a Partnership firm, having its office situated at Uttarapan Plaza, Rabindra Pally 1st Lane, P.O. Madhyamgram Bazar, P.S. - Madhyamgram, Kolkata - 700130, District - North 24 Parganas, represented by its Partners namely 1. SRI RAJIB BISWAS, having PAN AFUPB3332H, Son of Late Abinash Chandra Biswas, residing at Rabindra Pally 1st Lane, P.O. Madhyamgram Bazar, P.S. - Madhyamgram, Kolkata - 700130, District - North 24 Parganas, 2. SRI IOYGOUR SAHA, having PAN AJJPS7977E, son of Late Sasadhar Saha, residing at Rabindra Pally (3rd Lane), P.O. - Madhyamgram Bazar, P.S. - Madhyamgram, Kolkata

(Page : 3)

- 700130, District - North 24 Parganas, both are by Nationality - Indian, by faith - Hindu, by occupation - Business, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, legal representatives and assigns) of the "SECOND PART".

WHEREAS the Owner herein, became the sole and absolute owner of ALL THAT piece and parcel of Bastu land measuring an area of 02 Cottahs 09 Chittacks, be the same a little more or less, comprising in R.S. Dag No. 387, being L.O.P. No. 326B, lying and situated at MOUZA - CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, P.S. - Barasat now Madhyamgram, A.D.S.R.O. - Barasat, District - North 24 Parganas, by virtue of a Gift Deed, which was duly executed by the R.R. & R. Department, Govt. of West Bengal, on behalf of the Hon'ble Governor of the State of West Bengal and registered on 13/09/1990 before the A.D.R. North 24 Parganas at Barasat and recorded in Book No. I, Volume No. VII, Pages from 3229 to 3232, being No. 809 for the year 1990 and absolutely seized and possessed the same.

AND WHEREAS while being in joint peaceful possession over the aforesaid property, the land owner herein, mutated his

OX

(Page : 4)

name in the present L.R. R.O.R. vide L.R. Khatian No. 2599 under L.R. Dag No. 3752, in respect of Bastu 4.20 Decimals as 5676 share out of 7.40 Decimals and also mutated his name in the records of Madhyamgram Municipality under Ward No. 23, being Holding No. 43, Biresb Pally (North) Road and erected 2286 Sq.ft. Two-storied building thereon and since then has been enjoying the same as the sole and absolute owner and occupier and the owner have every right, title and interest over the said property free from all encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS the Owner herein have need to develop the below Schedule property, for his better accomodation, but the Owner herein is not in a position to develop the said property out of his own pocket and as such the Owner herein was in such of a suitable developer having sound financial background and expertise in construction matter.

AND WHEREAS the Developer herein, having heard the same, approached the Owner herein to develop the said property and the Owner herein, after due discussion have decided to raise a multi-storied building comprising of flats, shops, garages etc. through the Developer herein.

AND WHEREAS in view of the aforesaid discussion and

(Page : 5)

decision, both the parties herein, have jointly decided to adduce the terms and conditions into writing to avoid any future problems, complications, disputes, differences and anomalies.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties hereto the following terms and conditions.

ARTICLE - I. DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with :-

1.1 OWNER shall mean and include the aforesaid SRI PARIMAL ROY @ PARIMAL KUMAR ROY and his legal heirs, representatives and assignees.

DEVELOPER shall mean R.J. CONSTRUCTION, a Partnership firm, represented by its Partners namely 1. SRI RAJIB BISWAS, and 2. SRI JOYGOUR SAHA and their legal heirs, representatives and assignees.

1.2 TITLE DEEDS shall mean all the documents of title relating to the said premises which shall be handed over in original to the developer at the time of execution of this agreement.

1.3 LAND / PREMISES shall mean ALL THAT piece

R

(Page : 6)

and parcel of Bastu land measuring an area of 4.20 Decimals equivalent to 02 Cottahs 09 Chittacks, be the same a little more or less, as 5676 share out of 7.40 Decimals, alongwith 2286 Sq.ft. Two-storied building erected thereon, comprising in L.O.P. No. 326B, under R.S. Dag No. 387, corresponding to L.R. Dag No. 3752, under L.R. Khatian No. 2599 (recorded in the name of the OWNER herein), lying and situated at MOUZA - CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, P.S. - Barasat now Madhyamgram, within the local limits of Madhyamgram Municipality, under Ward No. 23, being Holding No. 43, Biresh Pally (North) Road, A.D.S.R.O. - Barasat, District - North 24 Parganas, more fully and particularly mentioned and described in the First Schedule hereunder written.

1.4 BUILDING shall mean multi-storeyed or any other floors as per available Sanctioned floors mainly for residential and commercial building, which is to be constructed on the said premises as per sanctioned Plan of the Madhyamgram Municipality.

1.5 COMMON AREA FACILITIES AND AMENITIES shall include corridors, stair-ways, passage-ways, drive-ways, common lavatories, pump room, underground water reservoir, overhead water tank, water pump and motor, Lift and other

97

(Page : 7)

facilities attached thereto.

1.6 OWNERS' ALLOCATION shall mean as follows :

The Land Owner herein shall entitled to get the following areas out of the proposed building as follows :

One self contained residential Flat measuring covered area of 1000 Sq.ft. more or less, on the Second Floor, North-East facing and one self contained Shop measuring covered area of 150 Sq.ft. more or less, at the Ground Floor out of the proposed multi-storied building, alongwith the undivided proportionate share of land and common rights and facilities of the said proposed building.

It is to be mentioned herein that, if the aforesaid area of the Owner's allocated Flat increased and/or decreased at the time of final measurement, on that event the said extra area will be adjusted @ Rs. 2,300/- per Sq.ft. and both the parties herein agreed with the same.

Except the aforesaid Units, the OWNER herein, shall entitled to get a total sum of Rs. 60,00,000/- (Rupees Sixty Lakh) only from the Developer herein as the following installments :

a) Rs. 1,00,000/- (Rupees One Lakh) only at the time of

(Page : 8)

execution of this agreement.

b) Balance sum of Rs. 59,00,000/- (Rupees Fifty Nine Lakh) only on or before the date of handover the Owner's allocated Units in several installments.

1.7 DEVELOPER'S ALLOCATION shall mean the remaining entire constructed area of the proposed building to be constructed on the said premises after deducting the Owner's Allocation including proportionate share of the common facilities and amenities.

1.8 THE ARCHITECT shall mean such qualified Architect / Architects who being appointed by the Developer shall design and plan the building on the said premises and obtain the required sanctioned for construction of such building from the appropriate authorities.

1.9 BUILDING PLAN would mean such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Madhyamgram Municipality with such addition, alteration or modification as may be made by the Developer from time to time.

1.10 TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted

97.

(Page : 9)

for effecting legally transfer of four-storied building to purchasers and Owner thereof.

1.11 TRANSFEEE shall mean a person, firm, limited company, Association of persons to whom residential Flat/ Flats or space in the Building has been transferred.

1.12 WORDS INTERPRETATION : Singular shall include plural vice versa and masculine include feminine and neuter gender as vice versa.

ARTICLE - II. COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement and the building will be completed within 30 (Thirty) months from the date of Sanction of Building Plan from the local Municipality. The said period shall be extended for further 06 (Six) months subject to force majeure and/or amicable decision between the parties herein.

ARTICLES - III. OWNERS' RIGHT AND RESTRICTIONS

3.2 The Owner hereto have declare that they have absolutely seized and possessed of and / or well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring an area of 4.20 Decimals equivalent to 02 Cottahs 09 Chittacks,

(Page : 10)

be the same a little more or less, as 5676 share out of 7.40 Decimals, alongwith 2286 Sq.ft. Two-storied building erected thereon, comprising in L.O.P. No. 326B, under R.S. Dag No. 387, corresponding to L.R. Dag No. 3752, under L.R. Khatian No. 2599 (recorded in the name of the OWNER herein), lying and situated at MOUZA - CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, P.S. - Barasat now Madhyamgram, within the local limits of Madhyamgram Municipality, under Ward No. 23, being Holding No. 43, Biresh Pally (North) Road, A.D.S.R.O. - Barasat, District - North 24 Parganas.

3.3 The said premises is free from all encumbrances, charges, liens, lispendents, attachments, trusts, acquisition, requisitions whatsoever or howsoever subject to what have been stated hereinbefore and the Owner have good and marketable title in all respect of the said premises.

3.4 That the Owner are entitled to sell, convey and transfer the Owners' Allocation after getting possession from the Developer as per terms of this Agreement.

3.5 No part of the said property and / or premises is subject to any order of acquisition or requisition nor any notice of acquisition or requisition has been served upon the Owner.

PT

(Page : 11)

ARTICLE - IV. DEVELOPER'S RIGHTS

4.1 The Owner hereby granted subject to that has been hereunder provided, exclusive right to the developer to develop the said premises by way of constructing a multi-storied building thereon in accordance with the building plan to be sanctioned by the Madhyamgram Municipality with or without any amendment and / or modification thereto made or caused to be made by the parties hereto.

4.2 All applications, declarations, Deed, Plans and other papers and documents, as may be required by the Developer for the purpose of developing and obtaining necessary sanction or permission from the appropriate authorities concern, shall be prepared and submitted by the Developer on behalf of the Owner. If the Owner signature is required then Owner will bound to further signature on such documents and papers. The developer shall pay and bear all fees cost and expenses out of his own fund including Architect's fees charges expenses required to be paid or deposited for the purpose of entitled to all refunds or all payments and / or deposits made by the Developer on behalf of the Owner on production of supporting papers in case this agreement fails.

107

(Page : 12)

4.3 It is made clear that save and except the share of the Owner in the proposed building as mentioned hereinbefore all other area, floors and flats will be the property of the developer herein and if the developer so desires, it could be disposed of by itself to the prospective buyers at any consideration or price at the sole discretion of the Developer.

4.4 Nothing in these presents shall be construed as assignment or conveyance in law by the Owner at this stage but the Developer shall have right to mortgage before any Financial Institution in respect of the Developer's Allocation in the said premises or any party thereof and the Developer shall have right, title or interest in the Developer's Allocation on the basis of this Agreement and exclusive licence to the developer hereby given to develop the same in terms hereof and to deal with the developer's allocation.

4.5 The Developer herein shall have every right to construct several multi-storied building to form a Housing Complex, by amalgamating one or more adjacent plot of land and in this regard the Owner herein agreed to co-operate with the Developer herein in all aspects.

ARTICLE - V. PROCEDURE

107

(Page : 13)

5.1 The Owner shall execute and register an irrevocable General Power of Attorney and/or give necessary authority in writing in favour of the Developer or its nominated person or persons without raising any question in this regard for smooth construction of building work on the said property and/or obtaining sanction plan on the express assurance given by the Developer that in event the Owner shall be responsible for any acts, deeds or things done by the Developer by virtue of such authority.

ARTICLE-VI. DEALINGS OF SPACES IN THE BUILDING

6.1 The Developer shall on completion of the flats in respect of the Owners' Allocation in the building, put the Owner undisputed possession of the Owners' allocation TOGETHER WITH the right to use in common for the common facilities and amenities to be enjoyed proportionately with other Owner of Flat or Flats.

6.2 The Owner will be entitled to transfer or otherwise deal with the Owners' allocation in the building on the same conditions and covenants as per transfer Deed of the Developer's Allocation.

6.3 The developer being the party of the second part

107.

(Page : 14)

shall be at liberty with exclusive right and authority to negotiate for the sale or the transfer of floors/flats together with proportionate share of land, excluding the space provided for Owners' allocation, as mentioned hereinbefore, of the said proposed building on the said premises with any prospective buyer/s before or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the developer and the Owner herein will have no right and share and will not be entitled to claim any portion thereof.

6.4 The developer shall execute the deed of conveyance or conveyances in favour of the intending purchaser or purchasers from the developer's allocation of the building on behalf of the Owner on the strength of the Registered Development Power of Attorney which will be executed in favour of the Developer, through the Developer's Advocate Mr. Krishnendu Chakraborty, PROVIDED HOWEVER the costs of the Deeds Conveyance or Conveyances including non-judicial

Rt.

(Page : 15)

stamps and registration expenses and all other legal expenses shall be borne and paid by the intending purchaser/s.

ARTICLE -VII. BUILDINGS

7.1 The Developer shall at its own costs construct erect and complete the building at the said premises in accordance with the sanctioned plan with modification or variation thereof with such materials and with such specification as are mentioned in the Second Schedule hereunder written and or as may be recommended by the Architect from time to time.

7.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto be provided which are not inferior to the standard as mentioned in the Municipal building Laws.

7.3 The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building and various units / flats and / or apartments therein in accordance with the sanctioned building plan.

ARTICLE - VIII. COMMON FACILITIES

8.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building

87.

(Page : 16)

accruing due and as on and from the date of execution of this Agreement and all arear dues and charges to be borne by the Owner.

8.2 As soon as the Owners' Allocation in the building is completed, the developer shall give written notice to the Owner requiring the Owner to take possession of the Owners' allocation in the building. After 30 days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal and property taxes rates duties and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' allocation, the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as a whole.

8.5 The Owner shall not do any act deed or thing whereby the developer shall be prevented from construction and completion of the said building as per approved plan or due modification or variation thereon.

8.6 Both the developer and the Owner herein shall enjoy their respective allocations / portions in the said building under their respective allocations / portions in the said building

21

under their occupation forever with absolute right of alienation transfer, gift, etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances and shall pay all the taxes, fees and charges according to their proportion of measurement.

ARTICLE - IX. COMMON RESTRICTION

The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the same restrictions 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 as follows : -

9.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

9.2 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless : -

a) Such party shall have observed and performed all terms and conditions on their respective part to be observed and / or performed.

(Page : 18)

b) The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all charges, taxes, fees whatsoever shall be payable in relation to the area in each of their respective possession.

9.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, statutory bodies and / or Local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and / or breach of any of the said laws, bye-laws, rules and regulations.

9.5 Neither party shall throw garbage nor any dirt or rubbish in the common spaces.

ARTICLE -X. OWNERS' OBLIGATIONS

10.1 The Owner doth hereby agree and covenant with the developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any interference or hindrance is caused by the Owner or their agents, servants representatives causing hindrance or impediment to such construction the Owner will be liable for damages.

10.

(Page : 19)

10.2 The Owner doth hereby covenant with the developer not to do any act deed or thing whereby the developer may be prevented from selling, assigning and / or disposing of any of the developer's allocated portion in the proposed building at the said premises in favour of the intending buyers of flats / apartments in the said building. The Owner further give undertaking for and on behalf of his agents, servants, representatives for similar act at his own liability and responsibility.

10.3 The Owner herein will have no right, authority and power to terminate and / or determine this agreement as well as till the date of transfer or sale of the said flats on the said buildings. If the Owner revoke the said Power of Attorney then the Owner shall have full liability and responsibility to pay all the expenses, charges and damages to the Developer immediately to that effect. It is recorded herein that the completion period of the proposed building shall be only 30 months from the from the date of delivery of vacant khas possession of the existing land and building in favour of the Developer. If the Developer fails to complete the said proposed building as stated above In that event Owner shall allow three months more to complete the said proposed building.

10/1.

10.4 The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises / lands or any portion thereof at any time during the subsistence of this Agreement if do so shall be fully liable to compensate the Developer.

10.5 That the Owner shall be liable and responsible for litigation if any arise due to defects of title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or by contiguous land Owner, then the Developer will be entitled to get compensation and cost of litigation from the Owner which will be incurred by the Developer during such litigation.

10.6 That the Owner hereby agreed with the developer that if the Owner want to do additional works of their allocation then the extra charges will be paid by the Owner to the Developer immediately before such extra work and the Developer will complete the said work through its men and agent during the construction of the Building.

ARTICLE -XI. DEVELOPER'S OBLIGATIONS

11.1 The Developer hereby agrees and covenants with

10/

(Page : 21)

the Owner not to transfer and / assign the benefits of this agreement or any part thereof without the consent in writing of the Owner. But the Developer shall have right to take partner for completion of the said project.

11.2 The Developer hereby agrees and covenants with the Owner not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

11.3 The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner are prevented from enjoying selling assigning and/or disposing of any part of the Owners' allocations in the building at the said premises.

11.4 The Owner hereby authorised the Developer to demolish the existing old building of the said premises at their own costs and expenses and shall take the benefit of said building materials whatsoever without any further consent.

ARTICLE -XII. OWNERS' INDEMNITY

12.1 The Owner hereby undertake that the Developer shall be entitled to the said construction subject to the good and marketable goods and materials and shall enjoy their allocated portions would be morefully and particularly delineated

in the Map or Plan without any interference and/or disturbances whatsoever.

ARTICLES - XIII, DEVELOPER'S INDEMNITY

13.1 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sorts of act or omissions or commissions of the developer in relation to the making of construction of the said new building strictly in terms of the plan to be sanctioned by the Madhyamgram Municipality on that behalf and all liabilities, accident occurs dispute arises, payments of dues, if any, etc.

ARTICLE - XIV. MISCELLANEOUS

14.1 The Owner and the developer have entered into the Agreement purely as a contract on the basis of this Joint Venture Agreement and under any circumstances this shall not be treated as partnership and /or Associations of persons in between the Owner and the developer.

14.2 The Developer shall make necessary arrangement for shifting of the Owner on temporary basis if required.

14.3 It is also agreed by and between the parties that the Owner shall not be liable for any dispute with regard to any contract by and between the developer and labour, contractor

13/

(Page : 23)

or intending purchasers. It is further agreed that for better interest of the intending purchasers Owner will put their signature on the Sale Agreement without seeing the consideration money.

14.4 Any notice required to be given by the developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand and duly acknowledge or set by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the developer by the Owner if delivered by hand or sent by pre-paid registered post to the registered office of the developer.

14.5 The Developer shall frame scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agree to abide by all the rules and regulations to be framed by any society / association / holding / organisation and/or any other organisation who will be in charge of such management of the affairs of the building and / or common parts thereof and hereby give their consent to abide by such rules and regulations, it is made clear that the Owner and proposed purchasers of the respective flat shall maintain the said building after the hand over

of

(Page : 24)

possession to the prospective buyers by the Developer.

14.6 The building proposed to be constructed by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in the Second Schedule hereunder written.

14.7 It is made clear that the Owner alongwith all Flat Owner shall have no right, title and interest in respect of the Top roof of the proposed building. Prior to that Owner shall have right to ingress and egress for T.V. Antenna or other fittings thereto and other urgent necessary purpose only. The Developer herein shall have every right to use the said Top Roof of the proposed multi-storied building for his own commercial use and he shall construct further floor over the said Roof according to the permission of local municipality.

ARTICLE - XV. FORCE MAJURE

15.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

17

(Page : 25)

ARTICLE -XVI. PANEL CLAUSE

16.1 The Developer shall take Completion Certificate of the Building from the Madhyamgram Municipality after completion of the proposed project and a copy of the same will handover to the Owner herein.

16.2 Both the parties herein agreed that if any dispute arises in between the parties in regard to the terms and conditions of this Agreement then the parties shall have right to settle the dispute amicably at first if failed to do so then the aggrieved party shall inform the matter to other in writing before taking any legal steps to each other.

16.3 Notwithstanding any thing contained hereinabove both parties shall have the right to use for Specific Performance of this Contract against the other.

ARTICLE -XVII : JURISDICTION

17. The Courts of North 24-Parganas alone shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring an

47.

area of 4.20 Decimals equivalent to 02 (Two) Cottahs 09 (Nine) Chittacks, be the same a little more or less, as 5676 share out of 7.40 Decimals, alongwith 2286 Sq.ft. Cemented Flooring Two-storied (1143 Sft. in each Flr.) building erected thereon, comprising in L.O.P. No. 326B, under R.S. Dag No. 387, corresponding to L.R. Dag No. 3752, under L.R. Khatian No. 2599 (recorded in the name of the OWNER herein), lying and situated at MOUZA - CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, P.S. - Barasat now Madhyamgram, within the local limits of Madhyamgram Municipality, under Ward No. 23, being Holding No. 43, Biresh Pally (North) Road, A.D.S.R.O. - Barasat, District - North 24 Parganas, which is butted and bounded by : -

ON THE NORTH : Subrata Roy (L.O.P. No. 326A).
ON THE SOUTH : 8' wide Municipal Road.
ON THE EAST : 20' wide Municipal Road.
ON THE WEST : Bimal Roy (L.O.P. No. 326C).

THE SECOND SCHEDULE ABOVE REFERRED TO
OWNERS' ALLOCATION / CONSIDERATION

The Land Owner herein shall entitled to get the following areas out of the proposed building as follows :

97

(Page : 27)

One self contained residential Flat measuring covered area of 1000 Sq.ft. more or less, on the Second Floor, North-East facing and one self contained Shop measuring covered area of 150 Sq.ft. more or less, at the Ground Floor out of the proposed multi-storied building, alongwith the undivided proportionate share of land and common rights and facilities of the said proposed building.

It is to be mentioned herein that, if the aforesaid area of the Owner's allocated Flat increased and/or decreased at the time of final measurement, on that event the said extra area will be adjusted @ Rs. 2,300/- per Sq.ft. and both the parties herein agreed with the same.

Except the aforesaid Units, the OWNER herein, shall entitled to get a total sum of Rs. 60,00,000/- (Rupees Sixty Lakh) only from the Developer herein as the following installments :

a) Rs. 1,00,000/- (Rupees One Lakh) only at the time of execution of this agreement.

b) Balance sum of Rs. 59,00,000/- (Rupees Fifty Nine Lakh) only on or before the date of handover the Owner's allocated Units in several installments.

2.

DEVELOPER'S ALLOCATION

Developer's Allocation shall mean the remaining entire constructed area in the proposed building to be constructed on the said premises after deducting the Owners' Allocation including proportionate share of the common facilities and amenities of the proposed newly building.

THE THIRD SCHEDULE REFERRED TO ABOVE

(Details of construction of the Flat)

Foundation : R.C.C. Fondation and framed structure.

Walls : Brick walls outside 8 inches (only for bedrrom) and 5 inches (others) and 5 inches inside with Cement Mortar.

Walls (internal) : Plaster of paris will be provided on all the walls and ceiling.

Walls (External) : Snocem paint

Floors : Floor tiles with skirting on all sides.

Doors : Frames of good quality wood & high quality flash door. Main door will be wooden alongwith magic eye.

Window : Windows will be made of Aluminium frame and Shutter with M.S. grill covering.

Sanitary & Plumbing : Concealed with PVC Pipe & C.P. fittings.

27

(Page : 29)

Kitchen : Kitchen platform is built with Black stone along with Sink to be included. The wall is to be covered by Glazed tiles upto 2 feet height.

Water Supply : Drinking water is to be consumed from Deep tube-well and for this purpose water lifting pump with Electric Motor have been provisioned in the Apartment. When requirement arises, any flat owner lift water by switching on the Electric Motor.

Toilet : Floor of the toilet will be covered by Pink Marble and the walls shall, however, be covered by Glazed tiles upto 5 feet height. Where there are two toilets, one Commode fittings shall be installed at attached Bedroom and the other of Indian style. In case of one toilet, commode of Indian style would be provided. All the fittings will be of C.P. brass of genuine make.

Electric wiring : All Electric wiring will be concealed and adequate sockets shall be provided.

Electric power / Meter for consumption : The cost for procurement of electric meter from WBSEDCL to be borne by each Flat owner. If it is agreed, the Flat owner should pay a sum of Rs. 40,000/- (Rupees Forty Thousand) only to the Developer as an advance towards Security deposit to meet up

By

the formalities for getting electric meter in their respective flat/ shop (including the Transformer Charges). It may be changed subject to present situation.

Light points : There shall be One Fan + Two light points in Bedroom, One Fan + Two light points in living room and One light + One Electric Stove points in Kitchen, and other necessary points will be given by Developers. Additional points, Inverter, Geizer and A/C Point may however, be done on extra payment.

15. EXTRA WORK : Any work other then specified above would be regarded as extra work which shall be done by the Developer after payment of such work.

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

WITNESSES :

1. Maanab Day,
Baikunthbed
Road, Madhya
gram. 1507-180

2. Primal Kumar Ray
vidyalagar sarani
Bireen Pally
Madhyamgram
PIN- 700129

Primal Ray

@ Primal Kumar Ray

SIGNATURE OF THE OWNER

R. J. CONSTRUCTION

Rajib Biswas, Jaygan Saha
Partner

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED from within named Developer herein a sum of Rs. 1,00,000/- (Rupees One Lakh) only, as follows :

<u>Date</u>	<u>Cheque/Cash</u>	<u>Bank</u>	<u>Amount</u>
21/06/19	064329	O.B.C. Madhyam. - gram.	Rs. 1,00,000.00
			Total Rs. 1,00,000.00

WITNESSES :

1. Navab Dey
Baironhabed
road Madhyam
gram 407-130.
2. Binod Kumar Ray
Vidyasagar Barani
Bireh lally
Madhyamgram
P/O - 700129

Binod Kumar Ray

Binod Kumar Ray

SIGNATURE OF THE OWNER

Drafted by :

Krishmendu Chakraborty
Adv.

WB/704/98

Advocate.

Dist. Judges' Court,
Barasat, North 24 Pgs.












Letter Settings :



(Kuntal Singha Roy)
Barasat Court.

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












(1) Name : Parimal Roy @ Parimal Kr. Roy.

LITTLE	RING	MIDDLE	FORE	THUMB	 Parimal Roy ডান হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					ডান হাত

Parimal Roy @ Parimal Kunal Roy

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












(2) Name : Rajib Biswas.

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  ডান হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					ডান হাত

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

Signature of the Presentant

(3) Name : Jay Goro Saha

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  ডান হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					ডান হাত

Jay Goro Saha
 Signature of the Presentant

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

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

BRN: 19-201920-002790042-1

BRN Date: 19/06/2019 15:33:31

BRN: IK0ACDSFM0

Payment Mode Online Payment

Bank: State Bank of India

BRN Date: 19/06/2019 15:34:26

DEPOSITOR'S DETAILS

Id No. : 15251000135078/4/2019

(Query No./Query Year)

Name : Parimal roy

Contact No. :

Mobile No. : +91 9874381171

E-mail :

Address : uttar biresh pally

Applicant Name : Mr Parimal Roy

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

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	15251000135078/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	15251000135078/4/2019	Property Registration- Registration Fees	0030-03-104-001-16	1053

Total

3074

In Words : Rupees Three Thousand Seventy Four only

Major Information of the Deed

Deed No.:	I-1525-05530/2019	Date of Registration:	21/08/2019
Query No./Year:	1525-1000135078/2019	Office where deed is registered:	
Query Date:	13/06/2019 3:49:49 PM	D.S.R. - III NORTH 24-PARGANAS, District North 24-Parganas	
Applicant Name, Address & Other Details	Parimal Roy Uttar Biresh Pally, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700129, Mobile No. : 9874381171, Status : Seller/Executant		
Transaction:	[0110] Sale, Development Agreement or Construction agreement	Additional Transaction:	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs. 1,00,000/-]
Set Forth value:	Rs. 1,00,000/-	Market Value:	Rs. 52,12,314/-
Stamp Duty Paid (SD):	Rs. 7,021/- (Article:48(g))	Registration Fee/Paid:	Rs. 1,053/- (Article:E, E, B, M(b), H)
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Bireshpally Road, Mouza: Chakra Ghata JI No: 26, Pin Code : 700129

Sch No.	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3752 (RS :-)	LR-2599	Bastu	Bastu	2 Katha 9 Chatak	70,000/-	34,97,814/-	Width of Approach Road: 20 Ft. Adjacent to Metal Road.
Grand Total :					4.2281Dec	70,000 /-	34,97,814 /-	

Structure Details :

Sch No.	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2286 Sq Ft.	30,000/-	17,14,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 2286 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type Pucca, Extent of Completion: Complete					
Total :		2286 sq ft	30,000 /-	17,14,500 /-	

24/06/2019 Query No:-15251000135078 / 2019 Deed No : I - 152505530 / 2019, Document is digitally signed.

Lord Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
<p>Shri Parimal Roy, (Alias: Shri Parimal Kumar Roy) (Presentant) Son of Late Jagabandhu Roy Executed by: Self, Date of Execution: 21/06/2019 , Admitted by: Self, Date of Admission: 21/06/2019 ,Place : Office</p>	 21/06/2019	 LTI 21/06/2019	 21/06/2019

Uttar Biresh Pally, P.O:- Madhyamgram Bazar, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700129 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKRPR6590F, Status :Individual, Executed by: Self, Date of Execution: 21/06/2019 , Admitted by: Self, Date of Admission: 21/06/2019 ,Place : Office

Developer Details :

Sl. No. Name, Address, Photo, Finger print and Signature




<p>1 R J Construction Uttarapan Plaza Rabindra Pally 1st Lane, P.O:- Madhyamgram Bazar, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700130 , PAN No.:: AAZFR4228C, Status :Organization, Executed by: Representative</p>
--

Representative Details :



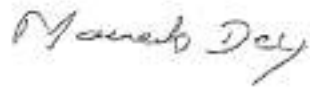
Sl. No. Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
<p>Shri Rajib Biswas Son of Late Abinash Chandra Biswas Date of Execution - 21/06/2019 , Admitted by: Self, Date of Admission: 21/06/2019, Place of Admission of Execution: Office</p>	 Jun 21 2019 11:06AM	 LTI 21/06/2019	 21/06/2019

Rabindra Pally 1st Lane, P.O:- Madhyamgram Bazar, P.S:- Madhyamgram, District:-North 24-Parganas West Bengal, India, PIN - 700130, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFUPB3332H Status : Representative, Representative of : R J Construction (as Partner)

Name	Photo	Finger Print	Signature
Shri Joygour Saha Son of Late Sasadhar Saha Date of Execution - 21/06/2019, Admitted by: Self, Date of Admission: 21/06/2019, Place of Admission of Execution: Office	 <small>Jun 21 2019 11:05AM</small>	 <small>LTI 21/06/2019</small>	 <small>21/06/2019</small>
Rabindra Pally, P.O:- Madhyamgram Bazar, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700130, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJJPS7977E Status : Representative, Representative of : R J Construction (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Manab Dey Son of Shri Sudhir Kumar Dey Balkunthadeb Para, P.O:- Madhyamgram Bazar, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700130	 <small>21/06/2019</small>	 <small>21/06/2019</small>	 <small>21/06/2019</small>

Identifier Of Shri Parimal Roy, Shri Rajib Biswas, Shri Joygour Saha

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri Parimal Roy	R J Construction-4 22813 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Parimal Roy	R J Construction-2286.00000000 Sq Ft

Endorsement For Deed Number : I - 152505530 / 2019

On 13-06-2019

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 52,12,314/-

Handwritten signature

Ananda Mohan Nandi
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III NORTH 24
PARGANAS
North 24-Parganas, West Bengal

06-2019

Category 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 of Indian Stamp Act 1899.

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

Presented for registration at 10.56 hrs on 21-06-2019, at the Office of the D.S.R. - III NORTH 24-PARGANAS by Shri Panmal Roy Alias Shri Parimal Kumar Roy, Executant.

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

Execution is admitted on 21/06/2019 by Shri Parimal Roy, Alias Shri Parimal Kumar Roy, Son of Late Jagabandhu Roy, Uttar Bresh Pally, P.O: Madhyamgram Bazar, Thana: Madhyamgram, North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu, by Profession Business

Identified by Shri Manab Dey, Son of Shri Sudhir Kumar Dey, Baikunthadeb Para, P.O: Madhyamgram Bazar, Thana: Madhyamgram, North 24-Parganas, WEST BENGAL, India, PIN - 700130, by caste Hindu, by profession Service

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

Execution is admitted on 21-06-2019 by Shri Rajib Biswas, Partner, R J Construction (Others), Uttarapan Plaza Rabindra Pally 1st Lane, P.O:- Madhyamgram Bazar, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700130

Identified by Shri Manab Dey, Son of Shri Sudhir Kumar Dey, Baikunthadeb Para, P.O: Madhyamgram Bazar, Thana: Madhyamgram, North 24-Parganas, WEST BENGAL, India, PIN - 700130, by caste Hindu, by profession Service

Execution is admitted on 21-06-2019 by Shri Joygour Saha, Partner, R J Construction (Others), Uttarapan Plaza Rabindra Pally 1st Lane, P.O:- Madhyamgram Bazar, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700130

Identified by Shri Manab Dey, Son of Shri Sudhir Kumar Dey, Baikunthadeb Para, P.O: Madhyamgram Bazar, Thana: Madhyamgram, North 24-Parganas, WEST BENGAL, India, PIN - 700130, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,053/- (B = Rs 1,000/-, E = Rs 21/-, H = Rs 28/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,053/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/06/2019 3:34PM with Govt. Ref. No: 192019200027900421 on 19-06-2019, Amount Rs: 1,053/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ACDSFM0 on 19-06-2019, Head of Account 0030-03-104-001-15

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 2,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3379, Amount: Rs.5,000/-, Date of Purchase: 19/06/2019, Vendor name: H C Sandhu

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/06/2019 3:34PM with Govt. Ref. No: 192019200027900421 on 19-06-2019, Amount Rs: 2,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ACDSFM0 on 19-06-2019, Head of Account 0030-02-103-003-02

Ananda

Ananda Mohan Nandi
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

১৫/০৬/১৯

15-06-19

Statement of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1525-2019, Page from 155598 to 155649
being No 152505530 for the year 2019.



Digitally signed by ANANDA MOHAN
NANDI
Date: 2019.06.24 13:23:10 +05:30
Reason: Digital Signing of Deed.

Nandi

(Ananda Mohan Nandi) 6/24/2019 1:23:01 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)