

1208/23 VC-270/23

I-1207/23 (1207/23)



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 079433

Certified that the instrument in schedule is
 registered. This instrument between and
 the parties named therein is a valid and authentic
 document and does not affect the interests of any third party.

[Signature]
 District Sub-Registrar-III
 Alipore, South 24-parganas

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 25th DAY OF JANUARY,
 2023.

32125

No.....Rs.5000/- Date.....

Name : Manish Debnath, Advocate

Address : ALIPORE POLICE COURT
Kolkata - 700 027

Vendor : Subhankar Das
Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kot-27

32125 = 5000/-

- Rajdeep Ray



1249

- Rajdeep Ray



1245

- Chinnoyee Banu.



1246

Shubhendu Das
S/o-Lt. Lakhal Ch. Das
Alipore Police Court
Kolkata - 700027

DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
27 JAN 2023

BETWEEN

SMT. CHINMAYEE BASU (PAN- BIQPB1224E & AADHAR NO. 5662 5411 0922), Wife of Sri Samir Kumar Basu, A Housewife, By Nationality- Indian, by faith- Hinduism, residing at A/157, Survey Park, Post Office- Santoshpur, Kolkata- 700 075, Police Station Survey Park, District- South 24 Parganas, herein after referred to as the **"OWNER"** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, heiresses, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

1) SRI. RAJDEEP ROY (PAN-AFXPR8218K) & (AADHAR NO.6096 5463 0774) Son of Sri Mihir Kumar Roy, by Nationality Indian, by faith Hindu, by Occupation- Business, residing at 45/4/4, Vivekananda Sarani, Kolkata- 700 078, Post Office- Haltu, Police Station- Survey Park, District: South 24 Parganas.

2) DREAM HOME DEVELOPERS, a Proprietorship Company having its office place at-39A/13, Prince Golam Mohammed Shah Road, P.S- Jadavpur, P.O.- Golf-Green, Kolkata- 700 095, District- South 24 Parganas represented by its Proprietor Sri Sibaji Chatterjee (**PAN- AHWPC 7104 J, AADHAR NO. 5878 6379 5481**) S/O, Late Sashanka Sekhar Chatterjee, by Faith- Hinduism, by Occupation- Business, Residing at- 39A/13, Prince Golam Mohammed Shah Road, P.S.- Jadavpur, P.O.- Golf-Green, Kolkata- 700 095, District- South 24 Parganas AND herein after referred to as the **"BUILDER/ DEVELOPER"** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, heiresses, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

WHEREAS the above named Owner is the sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring about 3 (Three) Cottahs

00 Chittacks 22 (Twenty Two) sq ft more or less Together with One R.T. Shed measuring about 100 sq ft more or less standing thereat, comprised under Mouza- Santoshpur, J.L.No.22, Touzi No.151, R.S. Khatian No.14, R.S. Dag No.826, Being Premises No. 909, Survey park, mailing address- **A/157, Survey Park, Kolkata- 700 075**, within the local limit of the Kolkata Municipal Corporation under ward No.109, Police Station- Survey Park, District- South 24 Parganas, herein after referred to as the "**SAID PREMISES**", more fully described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the said Smt. Chinmoyee Basu the owner herein is desirous of developing the said property by constructing a Four (G+III) storied Residential building on the said premises more fully and particularly mentioned and described in the first schedule hereunder written. But due to some financial problem the owner presently is not in a position to develop the said building by herself and for that purpose the contract has been given to the Builder / Developer to develop the said premises.

AND WHEREAS on the basis of such representation made by the owner herein stated hereinbefore the Developer / Builder has negotiated with the owner regarding the terms and condition and after such discussion/ negotiation the Developer / Builder has agreed to develop the Said Premises by constructing a Multistoried RCC framed building on the Said Premises to be constructed in accordance with the building plan sanctioned by the Kolkata Municipal Corporation on the terms and condition as appearing hereunder.

AND WHEREAS for construction of building on the said property, the owner submits a building plan for sanction by the Kolkata Municipal Corporation and after getting the building sanctioned plan the Developer / Builder will construct the said building on the said premises in accordance to the Building Plan to be sanctioned by the Kolkata Municipal Corporation. The charges for getting the sanctioned plan shall be borne by the Developer.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH and it is hereby agreed by and between the parties hereto are as follows: -

ARTICLE- I DEFINATIONS

1.1. OWNER shall mean **SMT. CHINMAYEE BASU**, Wife of Samir Kumar Basu, by Nationality- Indian, by Faith- Hinduism, A House-Wife, Residing at A/157, Survey Park, Santoshpur, Kolkata- 700 075, Police Station- Survey Park, District South 24 Parganas, and her heirs, heiresses, executor administrators, legal representatives and assigns.

1.2. DEVELOPER shall mean **SRI RAJDEEP ROY (PAN- AFXPR 8218K, AADHAR NO. 6096 5463 0774)**, Son of Sri Mihir Kumar Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- Business residing at 45/4/4, Vivekananda Sarani, Haltu, Kolkata- 700 078, Police Station- Kasba, District- South 24 Parganas, and **DREAM HOME DEVELOPERS**, a Proprietorship Company having its office place at-39A/13, Prince Golam Mohammed Shah Road, P.S- Jadavpur, P.O.- Golf-Green, Kolkata- 700 095, District- South 24 Parganas represented by its Proprietor Sri Sibaji Chatterjee (**PAN- AHWPC 7104 J, AADHAR NO. 5878 6379 5481**), S/O Late Sashanka Sekhar Chatterjee, by Faith- Hinduism, by Occupation- Business, Residing at-39A/13, Prince Golam Mohammed Shah Road, P.S.- Jadavpur, P.O.- Golf-Green, Kolkata- 700 095, District- South 24 Parganas her heirs, heiresses, executors administrators, legal representatives and assigns.

1.3. TITLE DEEDS shall mean all the deed, documents having in the possession of the owner or any other documents or papers as required for establishing the title of the owner's effectively.

1.4. PREMISES shall mean an include **ALL THAT** piece and parcel of Bastu land measuring about 3 (Three) Cottahs 00 Chittacks 22 (Twenty Two) sq ft more or less Together with One R.T. Shed measuring about 100 Sq. Ft. more or less standing thereat, comprised under Mouza- Santoshpur, J.L.No.22, Touzi No.151, R.S. Khatian No.14, R.S. Dag No.826, Being **Premises No. 909, SURVEY PARK**, mailing address- A/157, Survey Park,

Kolkata- 700 075, within the local limit of the Kolkata Municipal Corporation under ward No.109, ASSESSEE NO. 31-109-13-0909-2 Police Station- Survey Park, District- South 24 Parganas, herein after referred to as the "SAID PREMISES", more fully described in the FIRST SCHEDULE written hereunder

1.5. LAND shall mean and include the land comprised in the said premises where upon the parties hereto proposed to erect the said building.

1.6. BUILDING shall mean the building or buildings to be constructed on the said premises, of four storied (G+III) building or buildings.

1.7. COMMON FACILITIES AND AMENITIES shall mean and include corridors, roof, hall ways, stair ways, passage ways, drive ways, common lavatories, generators, pump room, overhead and underground water tank, water pump and motor elevator or escalator or lift to be used for transportation from one floor to another and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and / or management of the building.

1.8. SALEABLE SPACE shall mean the space in the building available for independent used and occupation after making due provisions for common facilities and the space required therefor.

1.9. OWNERS' ALLOCATION shall mean: -

- i). Entire Second Floor containing 2 (Two) numbers of 2 BHK flats with a Total Super Built up area measuring about 2000 Sq. Ft., more or less.
- ii) 1 (One) number of 2 BHK flat with a Super built-up area measuring about 1000 sq. ft. more or less, on the back side of the Third floor of the building.
- iii) One Car Parking Space at the Ground floor of the building.

In addition to the said floor areas, the Owner is entitled for a Non-Adjustable forfeit money of Rs. 28, 00,000/- (Rupees Twenty-Eight Lakhs) Only, out of which the Builder/ developer have paid Rs. 13, 00,000/- (Rupees Thirteen Lakhs) Only on execution of this agreement and the Owner doth hereby and also by the Memo of consideration admit, accept and acknowledged receipt of the said amount from the Builder/ Developer.

The Builder/ Developer shall pay the balance amount of Rs. 15, 00,000/- (Rupees Fifteen Lakhs) Only to the Owner at the time of Handing-Over the Owners' Allocation to the Owner.

A detailed floor area allocation shall be ascertained after obtaining building sanction plan by executing a Supplementary Development Agreement. (Owners' Allocation is moiré fully described in the SECOND SCHEDULE written hereunder.

1.10. DEVELOPERS ALLOCATION shall mean the balance of constructed floor areas excluding the owners' allocation along with 2 Nos of garage on the ground floor of the sanctioned and/or approved building plan, issued by the Kolkata Municipal Corporation, relating to the proposed four (G+III) stored building to be constructed on the said premises.

1.11. THE ARCHITECT shall mean such person or persons who may be appointed by the developer for designing and planning of the building on the said premises.

1.12. FLOOR AREA shall mean the entire floor area available for the purpose of getting the sanction of the building plan from the Kolkata Municipal Corporation for the Construction purpose of the said premises as per the Kolkata Municipal Act. 1980, as amended up to date.

1.13. BUILDING PLAN would mean such plan prepared by the architect for the construction of the building and sanction by the Kolkata Municipal Corporation.

1.14. **ROOF** shall mean and include entire open space and / or top of the building excluding the space required for installation of overhead water tank, lift, machine room, stair case cover, Dish T.V. antenna etc. as the case may be.

1.15. **ENCUMBRANCES** shall mean charges lien, lis-pendence, claims, liabilities trust, demands, acquisitions and requisitions.

1.16. **TRANSFER** with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in said building to purchaser/purchasers thereof although the same may not amount to a transfer in law.

1.17. **TRANSFeree** shall mean a person, firm, limited company, association of persons to whom any space in the building to be transferred by virtue of this presence.

1.18. **WORDS IMPORTING SINGULAR** shall included plural and vice versa.

ARTICLE- II COMMENCEMENT

2.1. This agreement shall be deemed to have commenced on and with effect from the 18th Day of January, 2023.

ARTICLE- III OWNER'S RIGHTS AND REPRESENTATION

3.1. The owner is absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said premises and shall remain in symbolic possession until the premises is fully developed in accordance with the plan duly sanctioned by the Kolkata Municipal Corporation.

3.2. The said premise is free from all encumbrances and the owner has a clear, free and marketable title in respect of the said premises.

3.3. There is no excess vacant land at the said premises within the meaning of the Urban Land Ceiling and Regulation Act, 1976.

ARTICLE- IV DEVELOPERS RIGHT

4.1. The owner hereunder grant subject to what has been hereunder provided exclusive right to the developer to built upon and exploit commercially the said premises and construct the new building or buildings thereon in accordance with the plan sanctioned by the Kolkata Municipal Corporation with or without any amendments and / or modification thereto made or cause to be made by the parties hereto.

4.2. All application, plans, other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the developer on behalf of the owner and the owner shall sign and execute all such plans, applications, other papers and documents as and when necessary and all cost and expenses including architect's fees, charges, and expenses required to be paid or deposited for exploitation of the said premises, shall be borne exclusively by the Developer.

4.3. Nothing in this present shall be constructed as the demise or assignment or conveyance in law by the owner of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms thereof and to deal with the developer's allocation.

4.4. The owner shall make over the vacant and peaceful possession of the aforesaid premises to the developer immediately after the execution of this agreement.

4.5. The Developer shall abide by all the laws, by-laws, rules and regulations of the Government either Central or State, legal bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and the breach of the laws, bye-laws rules and regulations.

ARTICLE- V CONSIDERATION AND SPACE ALLOCATION

5.1. In consideration of the owner's allocation having agreed to grant excessive right of commercial exploitation of the said premises, developer has agreed to built-up the entire said building at its own cost and expenses and the owner shall not be required to contribute any sum towards the construction of the said building.

5.2. The Developer shall be entitled to transfer or dispose of the constructed flats/units (the entire building), without in any way disturbing the common facilities situated thereon.

5.3. The developer shall be entitled to at all time to enter into agreement or agreements or contract for sale and / or disposal of the space of the constructed areas and to receive earnest money and payment against the aforesaid sale agreement. The Developer shall enter into with the intending purchaser of the space / flats.

ARTICLE VI POSSESSION

6.1. Immediately after the execution of these present, the owner shall deliver or make over khas vacant undisputed possession of the entirety of the said premises to the developer. It is made clear that the time for delivery of possession shall be deemed to be the essence of this contract.

ARTICLE VII PROCEDURE

7.1. The owner shall grant to the developer and / or its nominee / nominees a Development Power of Attorney as may be required for the purpose of obtaining the sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authorities and to construct the building, appoint architects, engineers, contractor, agents etc. and to represent the owner before the Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, Kolkata Police, Fire Brigade, Registration Authority or any other appropriate authority / authorities and to undertake the construction of the building and to enter into agreement / agreements with the purchaser of the flats/car parking space or any other spaces and also to receive, release, recover the entire proceeds. It is also to be mentioned in the said Development Power of Attorney that after the completion of the project the Developer is authorized and empowered to complete registration of the deed of conveyance / conveyances in favour of the intending buyers, by utilizing the Development Power of Attorney which has been issued in favour of the Developer or its nominee and in that case the owner shall not be in a position to object to such registration of deed of conveyance under any circumstances. The Development Power of Attorney to be granted by the owner in favour of the developer will be registered before the appropriate authority.

ARTICLE- VIII BUILDING

8.1. The Developer shall at its own cost construct the building in or upon the said premises or portion thereof in accordance with the sanction plan without any hindrance or disturbance by or on behalf of the owner or any person claiming under him. The developer shall ensure that the building shall be constructed by using standard building material available in the market on that time and provided with facilities as specified in the second schedule hereunder written subject to as aforesaid the decision of the

architect regarding the quality of the material shall be final and binding on the parties hereto.

8.2. The Developer shall be entitled in the name of the owner to apply for and obtain quota entitlement and allocation of / or for cement, steel, bricks and other building materials as may be allocable for the construction of the building.

8.3. The developer shall be entitled at its own cost to apply for and obtain temporary or permanent connection of water sewerage, electricity, power, telephone and / or gas to the building and other public utilities and facilities to the said premises and /or the said building in its own name or in the name of its nominee as it shall think proper. The owner shall sign, execute and deliver all papers and applications signifying his consent and approval to enable the developer to obtain such public utility, services and facilities.

8.4. The Developer hereby undertake to complete the construction of the new building within 36 (Thirty Six) Months after sanction the building plan in respect of the said premises from the K.M.C. Authority. In case of any unavoidable circumstances or happening beyond the control of the developer, in that eventuality the commencement of time of construction of the building and completion of the construction of the building shall be extended. The developer also undertake to complete the construction of the building diligently and expeditiously.

8.5. The developer shall at its own cost and expenses and without creating financial or other liability on the owner construct and build the said new building and various units and / or apartment therein in accordance with the sanction building plan or any amendments thereto and modification thereof made or caused to be made by the developer.

8.6. Simultaneously to the execution of these present the owner will execute Development Power of Attorney in favour of the Builder/

Developers: Sri Rajdeep Roy, son of Sri Mihir Kumar Roy & Sri Sibaji Chatterjee S/O Late Sashanka Sekhar Chatterjee, by Faith- Hinduism, by Occupation- Business, Residing at- 39A/13, Prince Golam Mohammed Shah Road, P.S.- Jadavpur, P.O.- Golf-Green, Kolkata- 700 095, District- South 24 Parganas and the said Power of Attorney to be executed and registered by the owner in favour of the aforesaid Developer .

ARTICLE- IX COMMON FACILITIES

9.1. The owner shall bear and pay all rates and taxes and other outgoings in respect of the said premises till possession of the said premises is offered and made over by the owner to the developer. After the khas vacant peaceful undisputed possession of the said premises is handed over to the developer for the development thereof the developer shall bear and pay all rates and taxes and other outgoings in respect of the said premises in constructing, erecting and completing the project.

ARTICLE- X COMMON RESTRICTION

10.1. Neither party shall used or permit to use in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity and neither party shall use or permit to use thereof for any purpose whatsoever which may cause nuisance or hazards to the other occupiers of the building itself.

10.2. Neither party shall demolish or permit for demolition of 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.

10.3. Both parties shall abide by all laws, rules and regulations of the Government either Central or State, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any one of the said laws, bye laws, rules and regulations.

10.4. The respective allottees shall keep the interior walls sewers, drains, pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair them from time to time and in particular so as not to cause any damage to the building or any space or accommodation therein and shall keep the other occupiers in the building indemnified from and against any damage for the breach of the terms and conditions specified herein.

10.5. Neither party shall do or caused to be done or permitted to be done any act or things which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

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

10.7. Neither party shall through or accumulate or dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion/ portions of the building save and except the space provided for.

10.8. The intending buyers of flat and/or other unit / portion of the said building shall be required to mutata his/her/their its name in respect of the portion agreed to be purchased and this particular terms and conditions shall be common in all agreement for sale.

ARTICLE- XI OWNERS' OBLIGATION

11.1. The owner hereby agreed and covenant with the Developer not to cause any interference or hindrance in the construction in the said building at the said premises by the Developer on reasonable grounds.

11.2. The owner hereby agreed and covenant with the Developer not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof without the consent in writing of the developer from the date of signing this agreement and even during the period of construction.

ARTICLE- XII DEVELOPER'S OBLIGATION

12.1. The Developer hereby agrees and covenant with the owner to complete the construction of the building within 24 (Twenty-Four) months from the date of sanction plan issued by the K. M. C. Time in this respect shall be deemed to be the essence of this agreement.

12.2. The Developer hereby agrees and covenants with the owner not to violate or contravene any of the provisions of the building rules and regulations which shall be applicable to the construction of the said premises.

ARTICLE- XIV DEVELOPERS' INDEMNITY

13.1. The Developer hereby undertake to keep the owner indemnified against all third party claim and actions arising out of any sort of act or omission of the developer in or relating to the construction of the said building.

13.2. The Developer hereby undertake to keep the owner indemnified against all actions suit costs proceedings and claims that may arise out the developer's action with regard to the development of the said building and/or any defect thereof.

ARTICLE- XV MISCELLANEOUS

14.1. The owner and the developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the developer and the owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an association of person.

14.2. It is understood from time to time to facilitate the construction of the building by the developer, various deeds, matters and things not herein specified may be required to be done by the developer and for which the developer may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner relating to which specific provision may not have been mentioned herein the owners hereby undertake to do all such acts, deeds, matters and things and the owner shall execute such additional power of Attorney and / or authorization as may require by the developer for the purpose and the owner also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the rights of the owners and / or go against the spirit of these presents provided such requirements are absolutely necessary and / or legal.

14.3. The owner shall not be liable for any Income Tax, Wealth Tax, or any other taxes in respect of the project and the developer shall be liable to make payment of the same and keep the owner indemnified against all action suits proceedings, costs charges expenses in respect thereof.

14.4. The name of the building shall be determined by the Developer.

14.5. In the event of the Kolkata Municipal Corporation and authorities concerned permitting any future vertical or horizontal extension of the said building then and in that case the developer shall be entitled to construct such additional extended space and such additional space shall be

constructed by the developer and expenses has to be incurred by the developer in making such further and additional construction. Similarly for any reason whatsoever the proposed space in the building is reduced then and in that case such reduction of space shall be absorbed the developer.

14.6. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law of the said premises or any part thereof to the developer other than an exclusive license in favour of the developer to commercially exploit the same in the terms of these presents **PROVIDED HOWEVER** the developer be entitled to borrow money from any Bank / Banks or Financial Institution without creating any financial liability on the owner or effecting his estates and interest in the said premises and it being expressly agreed and understood that in no event the owner or any of his estates shall be responsible and / or be made liable for payment of any dues to such Bank/Banks or Financial Institution and for that purpose the Developer shall keep the owner indemnified against all action suit proceedings and cost charges and expenses in respect thereof.

14.7. As and from the date of completion of the building the developer and its transferee and the owner and / or their transferee shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces.

14.8. The owner shall deliver to the developer all the original title deeds relating to the said premises simultaneously with the execution of these presents.

14.9. The building proposed to be constructed by the developer shall be made in accordance with the specification mentioned in the Second Schedule hereunder written.

ARTICLE XVI FORCE MAJEURE

15.1. The parties hereto shall not be considered to be liable for any obligation prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

15.2. Force majeure shall mean flood, earth quake, riot, war, storm, strike, bandh, non-supply of building materials, accidents and / or any other act or commission beyond the control of the parties hereto.

15.3. If because of any willful act on the part of the developer the construction and the completion of the building is delayed as also in the event of the developer committing any breach of any of the terms and conditions herein contained then in that case the developer shall be liable to pay such loss and damages to the owner as mentioned herein before or as shall be determined by the arbitrators.

15.4. In the event if the owner commit breach of any of the terms and conditions herein contained or delaying in delivery of possession of the said premises as herein before stated the developer shall be entitled to receive payments of and the owner shall be liable to pay such losses and compensation as shall be determined by the arbitrators.

ARTICLE - XVII ARBITRATION

16.1. Save and except what has been specifically stated hereunder all disputes and differences between the parties herein arising out of the meaning, construction or import of this agreement of their respective rights and liabilities as per this agreement shall be adjudicated by reference to the Arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly appoint Umpire at the Commencement of the reference and the Award of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and Reconciliation Act, 1996 as amended up to date and its statutory modification and / or re-enactment thereof enforce time to time.

ARTICLE- XVIII JURISDICTION

17.1. The Ld. Courts of Alipore, South 24 Parganas, shall have the Jurisdiction alone to entertain and determine all action and proceedings arising out of these presents between the parties hereto excepting the appointment of an Arbitrator which shall be exclusive jurisdiction of the High Court Calcutta.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring about 3 (Three) Cottahs 00 Chittacks 22 (Twenty Two) sq ft more or less Together with One R.T. Shed measuring about 100 sq ft more or less standing thereat, comprised under Mouza- Santoshpur, J.L.No.22, Touzi No.151, R.S. Khatian No.14, R.S. Dag No.826, Being KMC Premises No. 909, SURVEY PARK, mailing address- A/157, Survey Park, Kolkata- 700 075, within the local limit of the Kolkata Municipal Corporation under ward No.109, ASSESSEE NO.31-109-13-0909-2 Police Station- Survey Park, District- South 24 Parganas, and butted and bounded are as follows :-

ON THE NORTH	:	40 feet wide Black Top Road.
ON THE SOUTH	:	A/152, Survey Park
ON THE EAST	:	Building of Sushila Das.
ON THE WEST	:	Land & Buildings of other owners.

Sandep Ray

**THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNERS' ALLOCATION)**

-shall mean -

i). Entire Second Floor containing 2 (Two) numbers of 2 BHK flats with a Total Super Built up area measuring about 2000 Sq. Ft, more or less.

ii) 1 (One) number of 2 BHK flat with a super built-up area measuring about 1000 sq. ft. more or less on the back side of the Third floor of the building.

iii). One Car Parking Space measuring about 135 Sq. Ft. on the Ground floor of the building.

In addition to the said floor areas, the Owner is entitled for a Non-Refundable forfeit money of Rs. 28, 00,000/- (Rupees Twenty-Eight Lakhs) Only, out of which the Builder/ developer have paid Rs. 13, 00,000/- (Rupees Thirteen Lakhs) Only on execution of this agreement and the Owner doth hereby and also by the Memo of consideration admit, accept and acknowledged receipt of the said amount from the Builder/ Developer.

The Builder/ Developer shall pay the balance amount of Rs. 15, 00,000/- (Rupees Fifteen Lakhs) Only to the Owner at the time of Handing-Over the Owners' Allocation to the Owner.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)**

-shall mean the balance of constructed floor areas excluding the owners' allocation along with Car Parking Space on the ground floor of the sanctioned and/or approved building plan, issued by the Kolkata Municipal Corporation, relating to the proposed four (G+III) stored building to be constructed on the said premises.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION)**

Foundation:

The building designed on R.C.C. Footing and Frame.

Walls:

All the external walls shall be thick brick walls with cement plaster, all internal partition walls shall be thick brick wall with both side cement plaster.

Doors:

All doors frame shall be made by Shal wood, of 100 mm main door and 75 mm internal door timber with one coat wood primer and one coat synthetic enamel paints. All door shutters shall be of 30 mm thick commercial flash doors except main door. All fittings such as M.S. Hinges, lock with handle, Aluminum tower bolt, doorstopper, vision apparatus shall be provided to main door. All main doors panel and shutter are made by Gammar Wood.

Windows:

All windows shall be Aluminum Open able type.

Flooring:

Flooring (Except Kitchen & Toilet) shall be made by vitrified Floor Tiles. Kitchen & Toilet floor will be made by Marble.

Internal Finish to Walls:

All internal walls, ceiling rooms, verandah, kitchen, living cum dinning and toilets shall be finished in plaster of Paris and Painting by Interior Emulsion.

Kitchen & Toilet:

In kitchen 2 Feet ceramic tiles to be fitted above Granite slab of 6 feet long, along with a Granite sink. In toilets 6 feet ceramic tiles to be fitted above dado of flooring.

External Painting:

All external wall will be painted with 2 coats of cement-based paint of slandered quality (Snowcem / Durocem).

Sanitary and Plumbing:

All the internal horizontal soil and waste water pipe shall be of 50 mm and 100 mm dia G. I. /PVC. Pipes joint in cement mortar and exposed to walls. All the rain water pipes shall be 100-mm dia in good quality asbestos. All the water supply pipes shall be within (oriplast of P.V.C.) concealed to walls. All the sanitary and toilets of 1 no. of white European commodes with low down C.I. Cistern, 1 no. of 20inch white wash basin. Shower with cold water provision, bath room fittings such as stop cock, bib cock, pillar cock etc. will be in C. P Brush.

Electrification:

All the internal wiring shall be concealed in polythene conduit, all wires shall be of coppers, all switchboards of M.S. Box attached to walls with Acrylic cover, all switches as provided shall be Modular Switches, 2 Nos. of light points, 1 No. of fan point and 1 No. 5 Amp. Plug point shall be provided in each Bed Room and 1 No. A.C. point shall be provided in one master Bed Room, Living/Dining space shall be provided with 2 Nos. of light point, 2 Nos. of fan point, 1 No. of 15 Amp. Plug point, 1 No. of calling bell point, 1 No. of cable point, 1 No. of phone point, Kitchen shall be provided with 1 No. of 15 Amp. Plug point, 1 No. of exhaust fan point, verandah shall be provided with 1 No. of light point and each toilet shall be provided with 1 No. of light point, 1 No. of exhaust fan point and one toilet shall be provided with 1 No. of Geyser Point.

Water Supply:

Each flat shall be provided with water supply from R.C.C. overhead water tank. Overhead water tank shall be filled up by water from under-ground

(semi) water reservoir through electric pump for all the flats, the source of water as provided by Kolkata Municipal Corporation.

General:

- i) All the internal approach roads shall be of cement concreted (Jhama) and on edge of 75 mm brick point. Brick boundary wall up-to the height of 5 feet with both side plasters. Building shall be provided with separate water line. Each flat shall have separate CESC meter and the cost will be borne by the purchaser separately. Any addition and alteration in the flats shall be subject to approval of the Architect and at the requisite cost shall be borne by the purchaser in advance. Maintenance of flat / flats at proportionate cost will be borne by the flat owners. Extra cost in respect of extra work is to be paid in advance by the purchaser to the developer.
- ii) The earthing work in regard to each building shall be provided by the developer herein at the cost of the purchaser.
- iii) The roof treatment with Sika Chemical in regard to the roof of the building shall be done by the developer at its own costs and efforts.

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1) Sanu Kumar Bose
S/O, P. Bin Krishna Bose
A/157, Survey Park
KOL - 75

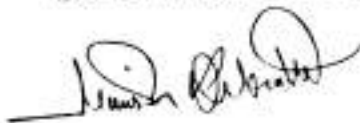
(2) Swapan Hazra
K. Manoj Kumar Hazra
A/175, Survey Park.
KOL - 75

Chinmayee Bose.
SIGNATURE OF THE LAND OWNERS

1/ Deep Roy
S.S. DREAM HOME DEVELOPERS

2/ Sibaji Chatterjee
SIGNATURE OF THE DEVELOPER

DRAFTED IN MY CHAMBER:-



SRI MANISH DEBNATH
ADVOCATE
REG. NO. WB- 756 OF 2001,
ALIPORE JUDGES' & POLICE COURT,
KOLKATA- 700 027.
(+91-98300-89785 & 98304-88745)

✓
✓

MEMO

RECEIVED from the within named Land-Owner; an amount of Rs. 13, 00,000/- (Rupees Thirteen Lakh) only, out of the total settled consideration amount of Rs. 28, 00,000/- (Rupees Twenty-Eight Lakh) only, as per the MEMO below: -

RECEIPT

Paid by Cheque:

<u>Cheque No.</u>	<u>Date</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount</u>
600338	24-01-2023	Yes Bank	P.A. Shah Road	Rs. 13, 00,000/-

(Rupees Thirteen Lakh) only.

WITNESSES: -






(1) *Sami Kumar Basu*






Chinmayee Basu.

Chinmayee Basu

SIGNATURE OF THE LAND OWNER

(2) *Soojan Nayak.*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					






	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					






NAME: SRI. RAJDEEP ROY

SIGNATURE.....

Rajdeep Roy



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

NAME: SRI SIBAJI CHATTERJEE

SIGNATURE.....

Sibaji Chatterjee





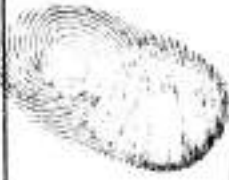
FINGERS:	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND					

FINGERS:	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND					

NAME: SMT. CHINMAYEE BASU

SIGNATURE.....Chinmayee Basu.



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME - ...SHUBHENDU...DAS...

SIGNATURE.....Shubhendu Das..



- IDENTITY CARD
ALIPORE BAR ASSOCIATION

(AFFILIATED UNDER BAR COUNCIL OF WEST BENGAL)
KOLKATA - 700 027

PHONE : CIVIL : 2478-8336/7330, CRIMINAL : 2478-1477



Card No. : IC/1275

Name : SHUBHENDU DAS Advocate

Father's/husband's name : Rakhal Chandra Das

Address : Canning, No-1 Dighir-Par,
P.O. + P.S. - Canning, 24PGS(S), Pin- 743329

Ph. No. : 9735308821

W.B. Bar Council Enrolment No. : F/2200/1965/2011
SECRETARY

Shubhendu Das

27.01.23

Major Information of the Deed

Deed No :	I-1603-01207/2023	Date of Registration	30/01/2023
Query No / Year	1603-2000118398/2023	Office where deed is registered	
Query Date	15/01/2023 9:31:31 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SHUBHENDU DAS ALIPORE POLICE COURT,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9735308821, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 13,00,000/-]		
Set Forth value	Market Value		
Rs. 4/-	Rs. 1,20,28,001/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 13,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Surve Park, Road Zone : (Nandan Kanan -- Nandan Kanan) , Premises No: 909, , Ward No: 109 Pin Code : 700075

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 22 Sq Ft	2/-	1,20,01,001/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
Grand Total :				5.0004Dec	2 /-	120,01,001 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	2/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	2 /-	27,000 /-	




Lord Details :**Name,Address,Photo,Finger print and Signature****Mrs Chinmayee Basu**

Wife of Mr Samir Kumar Basu A/157, Survey Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: bixxxxxx4e, Aadhaar No: 56xxxxxxxx0922, Status :Individual, Executed by: Self, Date of Execution: 25/01/2023
 , Admitted by: Self, Date of Admission: 27/01/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/01/2023
 , Admitted by: Self, Date of Admission: 27/01/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Rajdeep Roy (Presentant) Son of Mr Mihir Kumar Roy 45/4/4, Vivekananda Sarani, City:- , P.O:- Kasba, P.S:-Kasba, District:-South24-Parganas, West Bengal, India, PIN:- 700078 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: afxxxxxx8k, Aadhaar No: 60xxxxxxxx0774, Status :Individual, Executed by: Self, Date of Execution: 25/01/2023 , Admitted by: Self, Date of Admission: 27/01/2023 ,Place : Pvt. Residence
2	DREAM HOME DEVELOPERS 39A/13, Prince Golam Mohammed Shah Road, City:- , P.O:- Golf Green, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700095 , PAN No.:: ahxxxxxx4j,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Sibaji Chatterjee Son of Late Sashankar Sekhar Chatterjee Date of Execution - 25/01/2023, , Admitted by: Self, Date of Admission: 30/01/2023, Place of Admission of Execution: Office	 <small>Jan 30 2023 11:51AM</small>	 <small>L11 30/01/2023</small>	 <small>30/01/2023</small>
	39A/13, Prince Golam Mohammed Shah Road, City:- , P.O:- Golf Green, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700095, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ahxxxxxx4j, Aadhaar No: 58xxxxxxxx5481 Status : Representative, Representative of : DREAM HOME DEVELOPERS (as sole proprietor)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Shubhendu Das Son of Late Rakhai Chandra Das Alipore Judges Court, City:- , P.O - Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			

Of Mrs Chinmayee Basu, Mr Rajdeep Roy, Mr Sibaji Chatterjee

HUBHENDU DAS
of Late RAKHAL CHANDRA DAS
ALIPORE POLICE COURT, City:-, P.O:-
ALIPORE, P.S:-Alipore, District:-South 24-
Parganas, West Bengal, India, PIN:-
700127



S. Das Das Das

30/01/2023 30/01/2023 30/01/2023

Identifier Of Mr Sibaji Chatterjee

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Chinmayee Basu	Mr Rajdeep Roy-2.50021 Dec,DREAM HOME DEVELOPERS-2.50021 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Chinmayee Basu	Mr Rajdeep Roy-50.00000000 Sq Ft,DREAM HOME DEVELOPERS-50.00000000 Sq Ft

Endorsement For Deed Number : I - 160301207 / 2023

27-01-2023

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

Presented for registration at 17:24 hrs on 27-01-2023, at the Private residence by Mr Rajdeep Roy , one of the Claimants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,20,28,001/-

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

Execution is admitted on 27/01/2023 by 1. Mrs Chinmayee Basu, Wife of Mr Samir Kumar Basu, A/157, Survey Park, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession House wife, 2. Mr Rajdeep Roy, Son of Mr Mihir Kumar Roy, 45/4/4, Vivekananda Sarani, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Business

Indetified by Mr Shubhendu Das, . . Son of Late Rakhai Chandra Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 30-01-2023

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

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

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

Execution is admitted on 30-01-2023 by Mr Sibaji Chatterjee, sole proprietor, DREAM HOME DEVELOPERS (Sole Proprietorship), 39A/13, Prince Golam Mohammed Shah Road, City:- , P.O:- Golf Green, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700095

Indetified by Mr SHUBHENDU DAS, . . Son of Late RAKHAL CHANDRA DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 13,053.00/- (B = Rs 13,000.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 13,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/01/2023 10:24AM with Govt. Ref. No: 192022230268738428 on 27-01-2023, Amount Rs: 13,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 0188979862333 on 27-01-2023, Head of Account 0030-03-104-001-16

ent of Stamp Duty

ified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 32123, Amount: Rs.5,000.00/-, Date of Purchase: 24/01/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/01/2023 10:24AM with Govt. Ref. No: 192022230268738428 on 27-01-2023, Amount Rs: 15,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0188979862333 on 27-01-2023, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 42645 to 42679

being No 160301207 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.01.30 14:03:41 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/01/30 02:03:41 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)