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certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

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District Sub-Register-IP  
Alipore, South 24-parganas  
15 DEC 2023

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT FOR DEVELOPMENT is made on this the 15<sup>th</sup> day of December, Two Thousand Twenty Three (2023).

**BETWEEN**

3503

01 DEC 2023

No..... ₹ 100/- Date.....

Name :.....

Address :.....

Vendor :.....

Alipore Collectorate, 24Pgs. (South)

**SUBHANKAR DAS**

STAMP VENDOR

Alipore Police Court, KOI-27

*(Handwritten signature)*

SURENDRA NATH MONDAL  
ADVOCATE  
HIGH COURT, CALCUTTA



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE  
15 DEC 2023

*(Handwritten signature)*  
SURENDRA NATH MONDAL,  
ADVOCATE  
HIGH COURT, CALCUTTA  
Case No. WB/ 1094 /2004

**SMT.SAPTAMI HAZRA, (PAN:BRIPH8475G) , (AADHAAR : 4611 5750 2175)** wife of Sri Nirmal Hazra, by Nationality –Indian, by faith – Hindu, by occupation –Housewife, residing at A-27, Satyajit Kanan, P.O.-Mukundapur, Police Station-Purba Jadavpur, Kolkata-700099, Dist. South 24Parganas, hereinafter called and referred to as the "**LAND OWNER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators representatives, nominees and/or assigns) of the **FIRST PART.**

**AND**

**MR.SUKUMAR DEY (PAN ADSPD9764D), (AADHAR NO. 9846 0283 0642),** Son of Late Madan Mohan Dey, by Nationality- Indian, by faith - Hindu , by occupation –Business, residing at C-116,Survey Park, P.O.-Santoshpur, Police Station-Survey Park, Kolkata-700075,Dist.South 24Parganas, hereinafter referred to as the "**DEVELOPER**" ( which term or expression shall unless otherwise excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its executors, administrators-in- office, representatives, successors in Office, and/or assignees) of the **SECOND PART.**

**WHEREAS** one East Santoshpur Housing Co-operative Society Limited formed under the West Bengal Co-operative Societies Act, and registered under the Societies Registration act bearing Registration No. 115 dated 21.06.1969, having it's registered office at 8B, Mohim Halder Street, Bhabanipur, Kolkata - 700 026, was the lawful land owner of some landed properties, measuring about 69 Bigha more or less, lying and / or situated in Mouza- Barakhola, Pargana- Khaspur, J.L. No. 21, R.S. No. 40, Touzi Nos.159, 169, 206, 210, comprised in different Dag Nos. including Dag No.120, appertaining to Khatian Nos.154,162,170, under P.S. Kasba, then Purba

Jadavpur, by way of purchase under different Deed of Conveyance/ Saaf Kobala on different dates from the various owners against valuable consideration.

**AND WHEREAS** by virtue of a registered Sale Deed (Bengali Kobala), executed on 17.07.1989 by and between East Santoshpur Housing Co-operative Society Limited formed under the West Bengal Co-operative Societies Act, bearing Registration No.115,dated 21.06.1969, having its registered office at 8B, Mohim Halder Street, Bhabanipur, Kolkata - 700 026, represented office bearers namely 1) Sri Ajit Bhusan Dutta Ray, its Director of the Managing Committee 2) Sri Ashim Kumar Bose, Chairman, 3) Smt. Binita Dhar, Secretary, therein referred as the Vendor of the one part and Sri Nirmal Hazra, son of Late Manmatha Hazra, of Santoshpur Avenue, 6 No. Road, Adi Pally, P.O. Santoshpur, P.S. Kasba, Kolkata - 700075, therein referred to as the Purchaser of the other part, sold, transferred and conveyed a Plot of land, being scheme plot No. 49, comprising an area 12 (Twelve) Cottahs 00 (Zero) Chittack 00 (Zero) Sq. ft. more or less, lying & situated in Mouza - Barakhola, Pargana - Khaspur, J.L. No. 21, R.S. No. 40, Touzi No. 159, 169, 206, 210, comprised in C.S. Dag No. 163, corresponding R.S. Dag No. 120, in the District of South 24- Parganas, P.S. the then Kasba and now Purba Jadavpur, Kolkata - 700 099, under the K.M.C. Ward No. 109, Borough No. XII, District South 24-Parganas, for a lump sum consideration mentioned therein. The said Deed of Conveyance was executed on 01.07.1989 and granted, conveyed unto the said Purchaser and was registered at the Office of the District Sub-Registrar at Alipore, 24Parganas and recorded in Book No. I, Volume No. 224, Pages from 160 to 164, Being No. 8894 for the year 1989.

**AND WHEREAS** by virtue of above mentioned purchased the said Sri Nirmal Hazra had been possessing, occupying and enjoying the said property peacefully and uninterruptedly having unfettered right, title and interest

thereon by making payments of all outgoing rates and taxes and sold, transferred and conveyed a portion of the plot of land, measuring about 2 Cottah 11 Chittack 30 Sq.Ft. more or less to Smt. Reba Jana, by way of Sale and some portion of the land was utilised for the widening of the adjacent 30Ft. Wide Road on the Western side & Southern side and also adjacent 20 ft. Wide Road on the Northern side.

**AND WHEREAS** after all such sale and utilisation of the landed area, Sri Nirmal Hazra, while in peacefully possession of the said Plot of land, being scheme plot No. 49, measuring an area 6 (Six) Cottahs 14 (Fourteen) Chittacks 27 Sq. ft. more or less, lying & situated at Mouza - Barakhola, Pargana - Khaspur, J.L. No.21, R.S. No. 40, Touzi No.159, 169, 206, 210, comprised in C.S. Dag No. 163, corresponding to R.S. Dag No, 120, appertaining to Khatian Nos.154,162,170, under P.S. Kasba, then Purba Jadavpur, under the K.M.C. Ward No.109, Borough No. XII, Kolkata - 700 099, District South 24-Parganas, along with a R.T.S., measuring about 700 Sq.Ft. more or less, by residing therein, said Sri Nirmal Hazra duly recorded his name as the absolute Owner of the same in the records of the Kolkata Municipal Corporation by complying all the formalities there in and the said Premises was / is known, numbered and assessed got Premises No. 927, Mukundapur ( Postal Address: A-27 Satyajit Kanan), P.O. Mukundapur, Assessee No. 31-109-07-0927-0, Ward No.109, under P.S. Purba Jadavpur, Kolkata-700 099, in the District of South 24- Parganas, within the limits of Kolkata Municipal Corporation, Accordingly, Sri Nirmal Hazra is now in peaceful possession of the same by residing therein and has been /paying all the municipal Taxes from time to time to The Kolkata Municipal Corporation.

**AND WHEREAS** said Sri Nirmal Hazra, while in possession and enjoyed of ALL THAT Piece & Parcel of land area measuring 6 (Six) Cottahs 14 (Fourteen) Chittacks 27 Sq. ft. more or less, lying & situated at Mouza -

Barakhola, Pargana - Khaspur, J.L. No.21, R.S. No. 40, Touzi No.159, 169, 206, 210, comprised in C.S. Dag No. 163, corresponding to R.S. Dag No, 120, appertaining to Khatian Nos.154,162,170, being Premises No. 927,Mukundapur ( Postal Address: A-27 Satyajit Kanan), P.O. Mukundapur, Assessee No. 31-109-07-0927-0, Ward No.109, under P.S. Purba Jadavpur, Kolkata-700 099, in the District of South 24- Parganas, he gifted a portion of land measuring area measuring about 3 Cottah 2 Chittak 00 Sq.Ft. more or less with a R.T.Shed out of physical land area measuring 6 (Six) Cottahs 14 (Fourteen) Chittacks 27 Sq. ft. more or less on the Eastern portion of the Premises No. 927, Mukundapur (Postal Address: A-27, Satyajit Kanan), P.O. Mukundapur, under P.S. Purba Jadavpur, Kolkata-700099, in the District-South 24- Parganas,in favor of his **SMT. SAPTAMI HAZRA**, by virtue of registered Deed of Gift dated 28.08.2023, which was registered in the office of the D.S.R.-IV,Alipore,South 24Parganas and recorded in Book No.I,Volume No.1604-2023,Pages from 329366 to 329390,being No.160410707 for the year 2023.

**AND WHEREAS** by virtue of the above mentioned registered Deed of Gift dated 28.08.2023, said **SMT. SAPTAMI HAZRA**, **became the absolute** of ALL THAT Piece & Parcel of land area measuring 3 Cottah 2 Chittak 00 Sq.Ft. more or less with a R.T.Shed lying & situated at Mouza - Barakhola, Pargana - Khaspur, J.L. No.21, R.S. No. 40, Touzi No.159, 169, 206, 210, comprised in C.S. Dag No. 163, corresponding to R.S. Dag No, 120, appertaining to Khatian Nos.154,162,170, being Portion of Premises No. 927,Mukundapur ( Postal Address: A-27 Satyajit Kanan), P.O. Mukundapur, Assessee No. 31-109-07-0927-0, Ward No.109, under P.S. Purba Jadavpur, Kolkata-700 099, in the District of South 24- Parganas and she duly mutated her name in the record of the Kolkata Municipal Corporation & got Premises No. 927/1,Mukundapur, P.O. Mukundapur, Assessee No. 31-109-07-94326, Ward No.109, under P.S. Purba Jadavpur, Kolkata-700 099, in the District of South 24- Parganas.

**AND WHEREAS** said **SMT.SAPTAMI HAZRA**, the Owner/First Party herein, while in possession and enjoyed of ALL THAT Piece & Parcel of land area measuring 3 Cottah 2 Chittak 00 Sq.Ft. more or less lying & situated at Premises No. 927/1, Mukundapur, P.O. Mukundapur, Assessee No. 31-109-07-94326, Ward No.109, under P.S. Purba Jadavpur, Kolkata-700 099, in the District of South 24- Parganas, she desire to erect New Building upon the same demised land by way of KMC building plan but being unable to implement their said desires due to lack of technical knowledge, she decided to develop her property through a Developer.

**AND WHEREAS** said **MR.SUKUMAR DEY (PAN ADSPD9764D), (AADHAR NO. 984602830642)**, Son of Late Madan Mohan Dey, by Nationality- Indian, by faith -Hindu , by occupation –Business, residing at C-116, Survey Park, P.O.-Santoshpur, Police Station-Survey Park, Kolkata-700075, Dist.South 24Parganas, the Developer /Second Party herein, in response to the announcement of seeking help by the Owner as aforesaid agreed to cause Development of ALL THAT Piece & Parcel of land area measuring 3 Cottah 2 Chittak 00 Sq.Ft. more or less lying & situated at Premises No. 927/1, Mukundapur, P.O. Mukundapur, Assessee No. 31-109-07-9432-6, Ward No.109, under P.S. Purba Jadavpur, Kolkata-700 099, in the District of South 24- Parganas, at his own cost on terms as appearing hereinafter.

**NOW THIS AGREEMENT WITNESSETH** that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the following :-

**OWNER shall means: SMT.SAPTAMI HAZRA, (PAN:BRIPH8475G) , (AADHAAR : 461157502175)** wife of Sri Nirmal Hazra, by Nationality – Indian, by faith – Hindu, by occupation –Housewife, residing at A-27, Satyajit

Kanan, P.O.-Mukundapur, Police Station-Purba Jadavpur, Kolkata-700099, Dist. South 24 Parganas and including her legal heirs.

**DEVELOPER: MR. SUKUMAR DEY (PAN ADSPD9764D), (AADHAR NO. 984602830642),** Son of Late Madan Mohan Dey, by Nationality- Indian, by faith -Hindu, by occupation -Business, residing at C-116, Survey Park, P.O.-Santoshpur, Police Station-Survey Park, Kolkata-700075, Dist. South 24 Parganas Police Station-Survey Park, Kolkata-700075, Dist. South 24 Parganas.

**PROPERTY :** ALL THAT Piece & Parcel of land area measuring 3 Cottah 2 Chittak 00 Sq.Ft. more or less lying & situated at Premises No. 927/1, Mukundapur, P.O. Mukundapur, Assessee No. 31-109-07-9432-6, Ward No.109, under P.S. Purba Jadavpur, Kolkata-700 099, in the District of South 24- Parganas.

**DEVELOPMENT AGREEMENT :** The instant Agreement made between the Owner and the Developer.

**BUILDING :** G plus Three storied residential building to be constructed by the Developer on the said property as per sanctioned plan duly sanctioned by the municipal authority.

**PLAN :** The building plan to be sanctioned by the Kolkata Municipal Corporation Authority in the name of the owner as per their norms and rules, at the cost of the developer and after completion of Building hand over the Owner's allocation.

**ARCHITECT :** The person and/or firm to be appointed by the developer for supervising the said building during the construction period.

**OWNER'S ALLOCATION :** Owner shall be entitled 50% of total Sanction area as well as constructed area which to be allotted as follows:

- 1) 50% of Car Parking Space on Ground floor of the said proposed G plus Three storied building along with undivided proportionate share of First



Schedule land together with common portion, common facilities & common amenities of the said proposed building.

2) Entire Third floor of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.

3) 50% of constructed area of Second floor Southern side of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.

4) Developer/Second Party herein shall pay forfeited money of Rs.20,00,000/- (Rupees Twenty Lakh) only, out of which Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) only on the date of registration of Development Agreement & Development Power, Rs.8,50,000/- (Rupees Eight Lakh Fifty Thousand) only at the time of hand over vacant possession of land **and balance amount of Rs.10,00,000/- (Rupees Ten Lakh) only** after sanction of Building Plan and before the commencement of work, and (5) One family shifting charges of Rs.18,000/- (Rupees Eighteen Thousand) only per month from the date of hand over vacant possession of land till the date of hand over the Owner's allocation, which is more fully and particularly described in the second schedule hereunder written.

**DEVELOPER'S ALLOCATION** : shall be entitled 50% of total Sanction area as well as constructed area which to be allotted as follows:

1) 50% of Car Parking Space on Ground floor of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.

2) Entire First floor of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together

with common portion, common facilities & common amenities of the said proposed building.

3) 50% of constructed area of Second floor Northern side of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building, more fully described in the Third schedule hereunder written.

**SALEABLE PORTION :** All the portion in the building save and except Owners' share of allocation pertaining to developer's allocation as described in the Third Schedule.

**COMMON SERVICE AREAS :** All the common service facilities to be enjoyed by both the Owner and the developer of the building (more fully and particularly described in the fourth schedule hereunder written).

**TRANSFERORS :** In context of this agreement the Owner herein in respect of the undivided proportionate share of land pertaining to the developer's allocation after completion of construction of proposed building as per sanctioned plan.

**TRANSFeree :** The Purchaser who will purchase flat/space in the building.

**TRANSFER :** Transfer of proportionate undivided share/interest of land in property by the Owner attributable to the developer's allocation and Owners' allocation against which developer will construct the building where there will be both Owner and developers allocation.

**CONSIDERATION :** Owners' allocation will be constructed at the cost of the developer against which the Owner will transfer the undivided proportionate share of land in the property attributable to the Developer's allocation.

**DELIVERY OF POSSESSION OF LAND :** In the context shall mean, the Owner shall hand over to the developer the peaceful well demarcated physical possession of the property with the execution of the agreement.

**TIME :** The developer will complete the building and deliver the peaceful vacant physical possession of the Owners' allocation within 36 (Thirty Six) months from the date of commencement of Construction works. The time may be extended further due to unavoidable circumstances arises if any, by mutual consent of the both parties.

**POWER OF ATTORNEY :** The Owner will execute a registered Power of Attorney appointing the developer as her lawful constituent attorney to do the acts stipulated hereunder.

**COMMON EXPENSES :** The expenses and cost of maintaining the common parts of the building which will be borne or paid proportionately by the Owner and the developer and or their respective nominees (more fully and particularly described in the schedule hereunder written).

**UNDIVIDED SHARE OF LAND :** The undivided proportionate share or interest in the land of the property attributable to the flat and car parking space pertaining to the Developer's allocation and the Owners' allocation.

**MANNER OF WORK AND SPECIFICATIONS :** The Standard materials and accessories which are to be used for construction of the building.

**PROJECT :** The work of development of the said property undertaken by the Developer.

**UNIT :** Any independent flat in the building, which is capable of being exclusively owned, used and/or enjoyed by any flat owner/Owners and which is not the common portion.

**UNIT OWNERS** : Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the Owners and the developer for the units held by them from time to time.

**ARTICLE-II**

OWNER represent as follows :-

- a) The Owner is the absolute Owner in respect of the property more fully described in the First Schedule hereunder written.
- b) There are no suits, litigations or legal proceedings in respect of the said First Schedule property.
- c) No person other than the Owner have any title of any nature whatsoever in the property or any part thereof.
- d) The right, title and interest of the Owner in the property is free from all encumbrances and the Owner have a marketable title thereto.
- e) The Premises or any part thereof is at present not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or conic to the notice of the Owner.
- f) Neither the property nor any part thereof has been attached and/or is liable to be attached due to Income Tax Revenue or any other public demand.
- g) The Owner have not in any way dealt with the property whereby the right, title and interest of the Owner as to the Ownership, use, development and enjoyment thereof is or may not be affected in any manner whatsoever.

**ARTICLE – III OWNERS’ RIGHT**

The Owners will get the Owners’ allocation described in the Second schedule hereunder written without any hindrance from the developer.

**ARTICLE - IV OWNERS’ OBLIGATION**

- a) The Owner shall answer and comply with all requisitions made by the advocate of the developer for establishing the title of the Owner in respect of the property and shall make out a marketable title, if encumbered any manner. The Owner shall remain liable to rectify all latent defects in the title, if any at their costs and expenses. The Owner will make delivery of peaceful, vacant physical possession of the said property to the developer execution of this agreement free from all encumbrances.
- b) The Developer will be authorized to construct and complete the building at its own cost and as per specification as mentioned herein without any interference or hindrance from the side of the Owner.
- c) During the continuance of this agreement the Owner will not let out a fresh, grant, lease, mortgage and/or create any charge in respect of the property or any portion thereof without the consent in writing of the developer and the developer for the time being assist the Owner.

**ARTICLE V : DEVELOPER’S RIGHT**

- a) The Developer will have the exclusive right to build and complete the building at its own cost within the stipulated time as aforesaid subject to its getting the vacant possession of the entire land in the said Premises part by part with joint effort of the Owner and the Developer.

- b) In the event of any dispute, both the parties will amicably settle the matter.
- c) The Developer will have the exclusive right to commercially exploit the developer's allocation. The developer will have full right and absolute authority to enter into any sale agreement/sale with any intending purchaser/purchasers or transfer the said project to any third party in respect of the said Developer's share of allocation (Save and except Owners' share of allocation) at any price of its discretion and receive advance/ consideration in full thereof.
- d) The Developer will be entitled to occupy and use the property SUBJECT TO the terms of this agreement, for the duration of the project. The Developer will be entitled to use the said premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up sign boards and advertisement in the project and post its watch and ward staffs after getting possession of the said property from the Owner.
- e) Upon being inducted into the premises, the Developer will be at liberty to do all works as be required for the project and to utilize the existing electricity and water, if any, in the property, at its costs and expenses. The Developer will have the right to obtain temporary connection of utilities for the project and the Owner shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.
- f) The Developer will be entitled to receive, collect and realize all money out of the developer's allocation from the intending purchaser in respect of the units/ spaces/car parking spaces appertaining to the developer's allocation without creating any personal and/or financial liability upon the Owner.

- g) The Developer will be authorized so far as it necessary to apply for and obtain quota of cement, steel brick and other building materials for construction of the building.
- h) The developer will be entitled to deliver unit pertaining to the developer's allocation to the intending purchaser/ purchasers.
- i) The developer will be entitled to transfer the undivided proportionate share of kind in the premises together with proposed flats attributable to the developer's allocation by virtue of the Power of Attorney to be given by the Owner to the developer or its nominee after getting the sanctioned building plan from the Kolkata Municipal Corporation.
- j) The developer will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the Developer's allocation.
- k) The Owner shall give such co-operation to the developer and sign all papers, confirmation and/or authorities as may be reasonably required by the developer from time to time, for the project, at the cost and expenses of the developer and demolishing materials taken over by the developer.

#### **ARTICLE - VI : INDEMNITY**

- a) The Developer indemnities the Owner against all claims, accidents actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.
- b) The Developer will indemnify and keep the Owner indemnified in respect of all costs, expenses, liabilities, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.

- c) The Developer will keep the Owner saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof.
- d) The Developer indemnifies the Owner against all claims or demand that may be made due to any thing done by the developer during development of the said premises and the construction of the new building including the claim by the adjoining properties for damages their building.
- e) The Developer indemnifies the Owner against all claim and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever including any accident of other loss. The Developer indemnities the Owner against any demand and/or claim made by the unit holder in respect of the developer's allocation.
- f) The Developer indemnifies the Owner against any action taken by the Municipality and/or other authority for any illegal or faulty construction or otherwise of the building.
- g) The Developer hereby agrees with the Owner not to do any act deed or things whereby the Owner will be prevented from enjoying, selling, disposing, assigning of any of Owner's allocation in the property.

#### **ARTICLE VII : COMMON RESTRICTIONS**

- a) Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any immoral activities, which disturb the peaceful living of the other occupiers of the building.
- b) Neither party shall demolish or permit to demolish any wall or make any Structural alteration to the building.



- c) Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.
- d) Both parties will jointly form a committee to look after the maintenance of the building. But with the Owners takes possession of the Owners' allocation and the developer sell major parts of its allocation, the developer will have no liability to the said committee and/or any association to be formed.
- e) Neither party shall use or permit to usage of their respective allocation or any portion of the said building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- f) Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.
- g) Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allocation after completion and delivery of possession of the building.

**ARTICLE VIII: MISCELLANEOUS**

- a) The Owners and the developer have entered into this agreement purely on independent status and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- b) Save and except this agreement no agreement and/or oral representation between the portions hereto exists or will have any validity.

**ARTICLE IX : JURISDICTION**

The court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this agreement.

**FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE PROPERTY)**

ALL THAT Piece & Parcel of land area measuring 3 Cottah 2 Chittak 00 Sq.Ft. more or less lying & situated at Mouza - Barakhola, Pargana - Khaspur, J.L. No.21, R.S. No. 40, Touzi No.159, 169, 206, 210, comprised in C.S. Dag No. 163, corresponding to R.S. Dag No, 120, appertaining to Khatian Nos.154,162,170, being Premises No. 927/1,Mukundapur, P.O. Mukundapur, Assessee No. 31-109-07-9432-6, Ward No.109, under P.S. Purba Jadavpur, Kolkata-700 099, in the District of South 24- Parganas, which is butted and bounded as follows:-

**ON THE NORTH** : Plot No. 49 A;  
**ON THE SOUTH** : 30 ft.wide K.M.C.Road;  
**ON THE EAST** : Plot No. 48A;  
**ON THE WEST** : **Premises No.927,Mukundapur;**

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

ALL THAT 50% of total Sanction area as well as constructed area which to be allotted as follows:

- 1) 50% of Car Parking Space on Ground floor of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.
- 2) Entire Third floor of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.

- 3) 50% of constructed area of Second floor Southern Side of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.
- 4) Developer/Second Party herein shall pay forfeited money of Rs.20,00,000/- (Rupees Twenty Lakh ) only, out of which Rs.1,50,000/- (Rupees One Lakh Fifty Thousand ) only on the date of registration of Development Agreement & Development Power, Rs.8,50,000/- (Rupees Eight Lakh Fifty Thousand) only at the time of hand over vacant possession of land **and balance amount of Rs.10,00,000/- (Rupees Ten Lakh )** only after sanction of Building Plan & before the commencement of work, and (5) One family shifting charges of Rs.18,000/-(Rupees Eighteen Thousand) only per month from the date of hand over vacant possession of land till the date of hand over the Owner's allocation.

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

Developer shall be shall be entitled as follows:

shall be entitled 50% of total Sanction area as well as constructed area which to be allotted as follows:

- 1) 50% of Car Parking Space on Ground floor of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.
- 2) Entire First floor of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.

3) 50% of constructed area of Second floor Northern side of the said proposed G plus Three storied building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(COMMON AREA AND FACILITIES)**

1. Stair Case , and Stair landing from ground floor to Roof.
2. Septic Tank.
3. Boundary Walls.
4. Mandatory open Space between the G+Three storied building and Boundary Wall.
5. Underground Water Reservoir.
6. Overhead Water Tank.
7. Motor and Pump for lifting water from the underground reservoir to the overhead tank, water pipe lines, plumbing.
8. All sanitary and sewerage lines and systems.
9. Electric Wirings and Electric fittings in common area.
10. Electric Meter Room.
11. Ultimate Roof of the Building common use.
12. Lift, Lift well.

**FIFTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EXPENSES)**

- 1) All expenses of maintenance, lift operating expenses, replacing fittings, white washing, painting, reconstructing, decorating re-decorating and lighting the common parts, roof and the outer walls of the said building.
- 2) All charges and deposits for supplies of common.
- 3) Municipal taxes and other outgoings save those as are separately assessed on the respective unit.

- 4) Costs and charges of establishment for maintenance of the said building.
- 5) All other expenses and outgoings as are deemed by the Owners and the purchaser to be necessary or incidental for and regulating, interest, the right of the Purchaser.
- 6) All expenses referred above shall be borne and paid proportionately by the Owners and Developer and/or their respective nominees on and from the date of making over possession of their respective portion.

**SIXTH SCHEDULE ABOVE REFERRED TO**

[PARTICULARS OF CONSTRUCTION AND FITTING  
AND FIXTURES TO BE PROVIDED 1<sup>ST</sup> CLASS MATERIALS]

- |                              |   |   |
|------------------------------|---|---|
| 1) Cement                    | : | Ambuja/Ultratec/L&T, O.P.C./ Slag Cement.                                   |
| 2) Sand                      | : | Medium Coarse/Full Coarse.  |
| 3) Stone chips               | : | 3/4 Pure / 5/8 Pure   |
| 4) Steel                     | : | TMT Bars Durgapur (ISO)/ Captain or SRMB.                                   |
| 5) Plumbing                  | : | Pipe – G.I. Supreme/PVC Oriplast  |
| 6) Fittings                  | : | Tap, Showers, Hindware/ or similar brands                                   |
| 7) Steel Grills              | : | Steel 19mm x 5.5mm  |
| 8) Main Door                 | : | Laminated flush Door  |
| 9) Other Door                | : | ISO branded waterproof & termite proof Flush Door & PVC Door in the Toilet. |
| 10) Stair                    | : | Marble finish   |
| 11) Electrical Wires & Cable | : | Finolex Copper wire   |

- 12) Switch & Plug Points : Anchor or similar brands
- 13) Window : Anodised Aluminium Glass Sliding with still grill.
- 14) Flooring : All Floors (Bed Room/Verandah/Kitchen/Bathroom) Vitrified tiles with skirting and Bathroom wall tiles upto 6ft.height and 2.5 ft.height wall tiles above the kitchen counter.
- 15) Plastering : Inside and outside with cement mortar in (6:1).
- 16) Brick Works : 8", 5" and 3" thick brick works will be done on outside and inside walls with 1<sup>st</sup> Class bricks in Cement Mortar in (5:1).
- 17) Internal Door : All door frames will be Sal wood .
- 18) Extra Work : Any extra work other than out of this specification shall be extra charged as decided by our Engineer and such amount shall be deposited before the execution of such work.

### Electrical specifications

**Bed Rooms** : 3 Light Points and 1 Ceiling Fan Point, 2 Plug Points and One A.C.Point in each flat in One Bed room.

**Drawing-cum-Dining Room** : 3 Light Points and 2 Ceiling Fan Points, 1 Plug Point (5 and 15 Amp. Common), 1 Plug point for T.V., 1 Plug Point for Refrigerator, 1 Plug Point for Washing Machine, 1 Point for Calling Bell.

**Kitchen :** 2 Light Points, 1 Plug Point for water Ionization (such as Aquaguard), 1 Plug Point for other Electronic Gazette (such as Microwave, Mixers etc.), 1 Exhaust Fan point.

**Bathroom :** 1 Light Point, 1 exhaust Fan Point & One Gizer Point.

**Verandah :** 1 Light Point, 1 Plug Point.

**Staircase :** 2 way switch with 1 Light Point and switch in every landing.

### Sanitary and Plumbing

**Bathroom :** 1 white commode with cistern along with a commode shower; 1 tap beside commode; 1 CP shower with valve , 1 tap for basin 1 white basin.

**W.C. :** 1 white commode/pan/angle with cistern along with a commode shower; 1 tap beside commode/ pan/angle;

**Kitchen :** Granite cooking platform; 1 Steel sink, 1 long neck tap over sink; 1 tap under sink for dish washing.

**Wall Putty :** All Internal walls & ceiling Bed/Kit.  
Bathroom/Verandah.

**Flooring :** For all residential floors is to be vitrified tiles with skirting.

**Verandah :** brick work with tiles topping.

**Painting :** Outside of the building to be finished by Weather Coat paint.

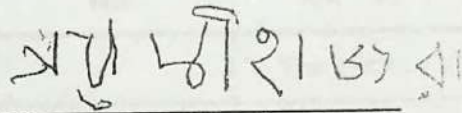
**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

by the Parties in the presence of :

**WITNESSES :-**

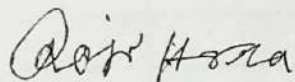
1. Natchemondal  
1st Floor, 1st Floor, Kankarpokhri  
Kolkata-75



**Signature of the Owner**

Read over in English and  
explained in Bengali



2.   
27-A Satajit Kanan Subhmanu Dey  
Cal - 99

**Signature of the Developer**

Drafted by me as per information  
Provided by the Parties :



(SURENDRA NATH MONDAL)

Advocate

High Court Calcutta

Enroll No. WB/1094/2004



**MEMO OF CONSIDERATION**

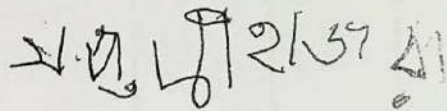
**RECEIVED** of and from the within named Developer the within mentioned a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) only as per memo below.

Date	Bank & Branch	Cash/Cheque No.	Amount	
			Rs.	P.
22.08.2023	By cash		1,50,000	00
		<b>Total :</b>	<b>1,50,000.00</b>	

(Rupees One Lakh Fifty Thousand ) only

**WITNESSES:**

1. Netaji Ch. Mendah  
18/5 Kabi Sukantepaid  
K01-75



[Signature of the Owner)

2. Gauri Hazola  
A-27 Satajat Kanan  
Cal-99

# SPECIMEN FORM FOR TEN FINGERPRINTS



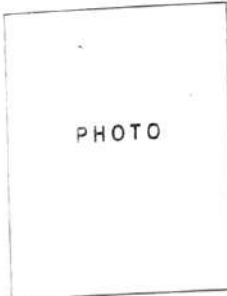
187/21/01/18

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

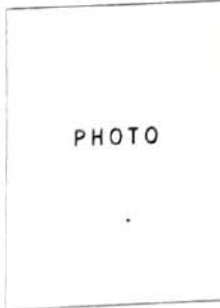


Subyman Bey

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

### Major Information of the Deed

Deed No :	I-1603-19460/2023	Date of Registration	15/12/2023
Query No / Year	1603-2002935152/2023	Office where deed is registered	
Query Date	29/11/2023 3:54:24 PM	D.S.R. - III SOUTH 24-PARGANAS, District. South 24-Parganas	
Applicant Name, Address & Other Details	TAPAS MUKHERJEE ALIPORE JUDGES COURT,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8240694027, Status :Deed Writer		
Transaction	Additional Transaction		
[0101] Sale, Sale Document	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 5,55,390/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 22,236/- (Article:23)	Rs. 5,600/- (Article:A(1), E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Apartment Details :

District: South 24-Parganas, P.S:- Charu Market, Corporation: KOLKATA MUNICIPAL CORPORATION, Premises No 5/1, Ward No: 089, Road: Kunja Behari Bose Lane, Pin Code : 700033



Sch No.	Mouza/Road Zone	Plot	Khatian	Floor Area (in Sq.Ft.)	Set Forth Value (in Rs.)	Market value (in Rs.)	Other Details
A1				Super Built-up Area: 110	5,00,000/-	5,55,390/-	, Apartment Type: Flat/Apartment Commercial Use , Floor Type: Tiles, Age of Flat: 0 Year, Approach Road Width: 12 Ft. New Flat ,Status of Completion : Completed

#### Seller Details :



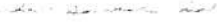
SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Mr Sanjib Paul</b> Son of Late Panchu Gopal Pal Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place Office		 Captured	
	15/12/2023		LTI 15/12/2023	15/12/2023

Sabujayan Abasan, Kabardanga, 33, Mahatma Gandhi Rd, City:- , P.O:- Haridevpur, P.S:-  
 Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Sex: Male, By Caste:  
 Hindu, Occupation: Business, Citizen of: India, PAN No.:: bgxxxxxx2r, Aadhaar No:  
 57xxxxxxxx0123, Status :Individual, Executed by: Self, Date of Execution: 15/12/2023  
 Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office

**Buyer Details :**

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
	<b>Mina Begum (Presentant )</b> Wife of Sk Alam Executed by: Self, Date of Execution: 15/12/2023 Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office	 <small>15/12/2023</small>	 <small>LTI 15/12/2023</small>	 <small>15/12/2023</small>
Wife of Sk Alam 35, Pr Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India. PIN:- 700033 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: chxxxxx0n, Aadhaar No: 27xxxxxxxx3775, Status :Individual, Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Uday Sankar Das</b> Son of Late Sunil Das Alipore Judges Court, City:- , P.O:- Alipore, P.S.-Alipore, District:-South 24-Parganas, West Bengal, India. PIN:- 700027	 <small>15/12/2023</small>	 <small>Captured 15/12/2023</small>	 <small>15/12/2023</small>
Identifier Of Mr Sanjib Paul, Mina Begum			

**Transfer of property for A1**

SI.No	From	To. with area (Name-Area)
1	Mr Sanjib Paul	Mina Begum-110.000000 Sq Ft

Endorsement For Deed Number : I - 160319460 / 2023

On 15-12-2023

**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 23 of Indian Stamp Act 1899

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

Presented for registration at 13:34 hrs on 15-12-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mina Begum, Claimant.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,55,390/-

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

Execution is admitted on 15/12/2023 by 1. Mr Sanjib Paul, Son of Late Panchu Gopal Pal, Sabujayan Abasan, Kabardanga, 33 Road: Mahatma Gandhi Rd, P.O: Haridevpur, Thana: Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by Profession Business, 2. Mina Begum, Wife of Sk Alam, 3b, Road: P. Anwar Shah Road, P.O: Tollygunge, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Muslim, by Profession House wife

Identified by Mr Uday Sankar Das, Son of Late Sunil Das, Alipore Judges Court, P.O: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,600.00/- ( A(1) = Rs 5,554.00/- ,E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 5,568/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 14/12/2023 3:10PM with Govt. Ref. No: 192023240317034388 on 14-12-2023, Amount Rs: 5,568/-, Bank: SBI EPay ( SBlePay), Ref. No. 8941651167319 on 14-12-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 22,236/- and Stamp Duty paid by Stamp Rs 1,000.00/- by online = Rs 21,236/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 772, Amount: Rs.1,000.00/-, Date of Purchase: 13/12/2023, Vendor name: S C Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 14/12/2023 3:10PM with Govt. Ref. No: 192023240317034388 on 14-12-2023, Amount Rs: 21,236/- Bank: SBI EPay ( SBlePay), Ref. No. 8941651167319 on 14-12-2023, 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 534926 to 534950

being No 160319460 for the year 2023.



Digitally signed by Debasish Dhar  
Date: 2023.12.15 15:24:28 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 15/12/2023

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.