

2
REGISTERED

DEVELOPMENT

AGREEMENT

I-8786/2016

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

2016

D 009619

Certified that the document is authentic
to registration. The Signature Sheet and
endorsement should be attached to the
document as a part of the document.

Additional District Sub-Registrar
Gangpur, Date Recd. 24-11-2016

24 NOV 2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 23rd day of November, 2016, (Two Thousand and Sixteen) A. D.

BETWEEN

DR. SUJITA DE, (PAN-AEFPD9719J), wife of Dr Sridhar Chandra De, by faith - Hindu, by Occupation-Medical Practitioner, by Nationality- Indian, residing at 21E, Motijheel Avenue, P.O.-Motijheel, P.S.-Dum Dum, Kolkata-700074, previously residing at 51, Dr. Jiban Ratan Dhar Road, Post Office & Police Station-Dum Dum, Kolkata-700 0028, District-North 24-Parganas, hereinafter referred to and called as the **'VENDOR/ OWNER'** (Which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

SRI BHABATARAN GHOSH, (PAN- ADYPG3814B), son of Late Tarak Chandra Ghosh, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 1/51, Dr. Meghnath Saha Road, Chatakal, Post Office-Motijheel, Police Station-Dum Dum, Kolkata- 7000074, District-North 24-Parganas, hereinafter referred to and called as the **"DEVELOPER"** (which terms and expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the party of the First, present owner herein, by virtue of a registered Bengali Kobala Deed dated 16/08/1985, purchased **ALL THAT** piece and parcel of a demarcated Bastu land measuring about 2(Two) Cottahas more or less lying and situated at Mouza- Satgachi, Pargana - Kolikata, J.L. No.-20, R.S. No.-277, Touzi No.-2375, comprised in C.S. Dag No.-153, R.S. Dag No.-8, L.R. Dag No- 8/504, C.S. Khatian No.- 533, R.S. Khatian No.-1512, L.R. Khatian No-6200, having Municipal Holding No.-123, Motijheel Avenue, Kolkata-700 074, under Ward No.-09, within the South Dum Dum Municipality under P.S.- Dum Dum, within the limits of A.D.S.R. Cossipore Dum Dum, District - North- 24 Parganas. fully described in the **Schedule "A"** herein below and thus seized and possessed of the same as sole and absolute owner without any disturbance from any corner whatsoever and free from all encumbrances and decided to develop the aforesaid and below mentioned **"A" Schedule** property by erecting a multi-flat Ground plus upper storied building, but due to lack of technical expertise and other sufficient reasons, owner herein could not construct building over the said plot of land and is searching for a reputed Developer, who would construct Multi Flats/Multistoried building on the said land under certain

terms and conditions interalia at his own costs and expenses after recording the name of the Owner before the Municipal Authority and other competent authority concern and also by obtaining sanction building plan from the competent authority concern and knowing the very intention of the owner, the developer approached the owner to allow him to construct proposed Ground plus upper Storied building over the below mentioned "A" Schedule land, which the owner herein have accepted the same and have decided to enter into a Development agreement with the Developer herein.

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

ARTICLE - 1 DEFINITIONS

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

1.1. OWNER: - shall mean **DR. SUJITA DE**, wife of Dr Sridhar Chandra De, residing at 21E, Motijheel Avenue, P.O.-Motijheel, P.S.-Dum Dum, Kolkata-700074, previously residing at 51, Dr. Jiban Ratan Dhar Road, Post Office & Police Station-Dum Dum, Kolkata- 7000028, District-North 24-Parganas and her legal heirs, executors, administrators, legal representatives and assigns.

1.2. DEVELOPER:- shall mean **SRI BHABATARAN GHOSH**, son of Late Tarak Chandra Ghosh, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 1/51, Dr. Meghnath Saha Road, Chatakal, Post Office-Motijheel, Police Station-Dum Dum, Kolkata- 7000074, District-North 24-Parganas and include his heirs, executors, administrators, legal representatives and assigns.

1.3. PREMISES/PROPERTY: - shall mean **ALL THAT** piece and parcel of demarcated Bastu land measuring about 2(Two) Cottahas more or less lying and situated at Mouza- Satgachi, Pargana - Kolikata, J.L. No.-20, R.S. No.-277, Touzi No.-2375, comprised in C.S. Dag No.-153, R.S. Dag No.-8, L.R. Dag No- 8/504, C.S. Khatian No.- 533, R.S. Khatian No.-1512, L.R. Khatian No-6200, having Municipal Holding No.-123, Motijheel Avenue, Kolkata-700 074, under Ward No.-09, within the South Dum Dum Municipality under P.S.- Dum Dum, within the limit of A.D.S.R. Cossipore Dum Dum, District - North- 24 Parganas, fully described in the **Schedule "A"** herein below.

1.4. NEW BUILDING:- shall mean the Multi-Flat **Ground plus Upper storied** Building as per available sanctioned area which is to be constructed over the said land and premises as per plan to be sanctioned by the South Dum Dum Municipal Authority concern.

1.5. COMMON AREA FACILITIES AND AMENITIES: - shall mean and include, corridors stair ways, passage ways, drive ways, Deep tube well/Sub-marshall pump, overhead water tank, water pump and motor, roof and other facilities which is to be attached with the proposed Building for better enjoyment of the Flats/ Units as per Apartment ownership Act or mutually agreed by and between the owners and Developer.

1.6. SALEABLE SPACE: - shall mean the flat /units / Garage / space in the building available for independent use for residential purpose as self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

1.7. BUILDING PLAN: - shall mean such plan to be prepared by the architect for the construction of the building and to be sanctioned by the South Dum Dum Municipality with such addition, alteration or modification as may be made by the Developer from time to time.

1.8. OWNER'S ALLOCATION: - shall mean the Owner will get one flat measuring about **1230 sq. ft.** more or less Covered area in the First Floor on South East corner of the property and one Garage measuring about **150 sq. ft.** Covered with Rolling shutter in the proposed Building.

In addition to the said area in the proposed new Building owner will get a sum of **Rs5,00,000/- (Rupees Five Lac) only**, as refundable security deposit which will bear no interest and refunded at the time of delivery of possession of the owner's allocation in the New building.

Except the aforesaid area and cash consideration money No other area or any amount will be receivable by the owner.

1.9. DEVELOPER'S ALLOCATION: - shall mean the remaining constructed area in the proposed building which is to be constructed on the said premises after deducting the Owner's Allocation including proportionate share of the common facilities and amenities after providing for Owner's Allocation.

1.10. TRANSFER: - shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

-ARTICLE - II : COMMENCEMENT & DURATION -

2.1 The agreement shall be deemed to have commenced on and from the date of execution of this agreement and shall be terminated after completion of the building and thereafter sale out of all the flat/units/Garage/space to the intending purchasers and also after delivered of possession to the flat owners and land owners and formation of the flat / unit owners' Association.

ARTICLE - III
OWNER'S DECLARATION , RIGHTS, DUTIES AND RESPONSIBILITIES

3.1 The owner hereby declares that she is the absolute owner of the 'A' schedule property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever.

3.2 That the said property is free from all charges, encumbrances, liabilities, demand, attachments, lispences, acquisition or requisition whatsoever or howsoever and the owner has good and marketable title over the said land and there is no impediment under the urban land (Ceiling and Regulation) Act, 1976.

3.3 That the owner hereby agreed that she will not grant lease, mortgage, charge or encumber the 'A' schedule property in any manner whatsoever during the existance /substance of this agreement as well as during the construction of the building, without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

3.4 That the owner hereby agrees to deliver peaceful vacant and khas possession of the 'A' schedule property in favour of the Developer within 7 (Seven) days from the date of execution of this Development Agreement.

3.5. That the owner hereby agrees to execute and to sign all the petitions, Affidavit, Deeds, complaints, written objection, Mutation application, proposed site plan, building plan, declaration, Agreement for Sale and all other necessary Documents in favour of the Developer or his Nominated person or persons for smooth construction over the below mentioned "A" Schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property.

3.6 That the owner will be liable and responsible for litigation, if any arose due to defects on title in respect of his portion of land and also with regard to title in respect of the subject land and the owner must co-operate with the Developer in all respect for this Project. That the delay regarding delivery of possession of Owner's Allocation on such events shall not be considered as delay on the part of the Developer.

3.7 That the owner hereby agrees and undertakes to deliver all the original Deeds and documents to the Developer at the time of execution of this Agreement on accountable receipt for inspection and/or for production before all the competent authority concern regarding Mutation, site plan, Building Plan and also for verification of original documents by the bank or any financial institution for and on behalf of the Purchaser/s of the Flat/s and also for sale out the flat to the intending purchaser or purchasers in respect of the Developer's Allocation and after Delivery of possession of the Owner's Allocation and sale of all the area of the Building, Original Deeds and Documents will be handed over by the Developer to the Flat owners Association.

3.8. That the owner hereby giving exclusive license to the Developer to commercially exploit the Schedule property as per terms and condition contained in this agreement. The owner hereby authorised the Developer to take partner for his business and to enter into agreement for sale, transfer, and to dispose of the Developer's allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owners will give necessary consent for betterment of this project without raising any objection to that effect save and expect the Owner's Allocation as mentioned.

3.9 The owner has agrees to execute and Register Development Power of Attorney for Agreement for Sale, Registration of the Deed of transfer in favour of the intending purchaser/ purchasers from the Developer's Allocation and to sign on the Deed for and on behalf of the owner and to present the same before the District Registrar, Addl. District Sub Registrar, Registrar of Assurances at Kolkata or other Registrars who has authority to register the Deed of transfer and other documents and also for the purpose of addition, alteration, revision, of the sanctioned building plan, construction and completion of the work. It is also further agreed that for the purpose of betterment of title of the intending purchasers owner will join in the Deed of Conveyance as owner for Transfer the Flat to the intending purchaser.

3.11 That the owner hereto without being influenced or provoked by any body and in presence of the confirming party do hereby categorically declare that the Developer shall construct the building exclusively at its own cost and in the name of the firm and also by taking new partner in the firm and its own cost, arrangement and expenses as well as the owners will have no financial participation and or involvement.

3.12. That the owner hereby authorised to the Developer /or his nominated person or persons to receive any amount from the purchaser/purchasers in his own name on the basis of this Development Agreement and Registered Development Power of Attorney and the sale proceed of flats/units/garages shall belong to the Developer in which owner will have no claim in all material time in future. If any contrary words or thing is written in any document, including the registered Development Power of Attorney, regarding the sale proceeds as stated above on that event also owner will have no right to claim sale proceeds of the Developer's Allocation in future.

3.13 That the owner will have to clear all the dues if any amount is payable to the Developer, due to extra work other than the specification of flat as mentioned in the schedule of work herein below and also for the excess area from the allocated area (if found), or any other consideration, to the developer, prior taking possession thereon. It is pertinent to mentioned here that for the purpose of bringing the separate Electric Meter in the name of the owner necessary security Deposit and other necessary cost and expenses shall be paid by the owner.

Be it mentioned here that the increased or decreased excess area should consider the saleable area including the super built up area and the cost of the same will be adjusted on the prevailing saleable price.

ARTICLE - IV.
DEVELOPER'S RIGHTS ,OBLIGATION AND DECLARATION

4.1 The Developer hereby agreed to complete the multi-storied building over the below mentioned property within 2(Two) years from the date of sanction building plan. Immediately after execution of this agreement necessary steps for Municipal Mutation in the name of the owner be made by the owner with the help of the Developer and within six months from the date of getting Municipal Mutation certificate in the name of the Owner necessary steps for sanction of the building plan be made and construction of the building will be started as per plan, which is to be sanctioned by the South Dum Dum Municipal authority concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect of the Developer.

4.2 All applicants plans papers and documents as may be required by the developer for the purpose of Mutation, sanction of revised plan addition, alteration of the building plan shall be submitted by the Developer with due signature of the owners or on behalf of the owners as may be required and all costs expenses and charges be paid by the developer and also from construction of the building thereon. It is also provided that the developer shall be entitled to get refund all the refundable amount, which are to be paid by the developer.

4.3. Developer hereby agreed to deliver possession of the Owner's Allocation in the proposed new building as Owners Allocation with in 24(Twenty Four) months from the date of sanction of the Building plan. If the Developer fails to deliver possession of the Owners' Allocation within the stipulated period then 6 (Six) months will be extended as and their after Developer will pay a sum of **Rs.5,000/- (Rupees Five Thousand) only** per month till delivery of possession thereof.

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4.4 That the notice for delivery of possession of the owner's allocation shall be delivered by the Developer or through its Advocate either by Registered post or hand delivery with acknowledgement due card and the owners are bound to take possession within 15 days from the date of service of the letter. If the owners fail to take delivery of possession or neglected to do so then it will be deemed that the owner's allocation already been delivered and the Developer shall be entitled to transfer the Developer's allocation without any further notice.

ARTICLE - V. CONSIDERATION & PROCEDURE

5.1 In consideration of the cost of construction of the Owner's Allocation in the building and other consideration, as mentioned in the Owner's Allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developers Allocation.

5.2 That the Developer will construct the building with standard materials as per direction of the Architect/Engineer appointed in this regard and in conformity of the Building rules as applicable.

ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING

6.1 The Developer shall on completion of the building within the stipulated period of 2(Two) years from the date of sanction building plan and shall put the owner in undisputed possession in respect of the owner's allocation, together with the right to enjoy the common facilities and amenities attached with the building as enjoyed by the other of the flat Owners.

6.2 The Developer being party of the second part shall have liberty with exclusive rights and authority to negotiate for the sale of the flats/units together with proportionate share of underneath land from the Developer's Allocation in the premises to any buyers before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfers as aforesaid including earnest money or initial payments or part payments thereof shall be received by the Developer in respect of the Developer's Allocation.

6.3 The Developer shall at its own costs, construct and complete the building at the said premises in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time.

6.4 That the Developer shall install erect and shall provided standard pump set, overhead reservoirs, electric wiring, sanitary fittings and other facilities as are required to be provided in respect of building having self contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the owners for their meters. It is also mentioned that, the developer will fix the sale rate for flat /garages etc for Developer allocation without consultation of the owner.

ARTICLE - VII. COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues, liabilities and outgoings, in respect of the building accruing due on and from the date of execution of the agreement and prior to the date of this Development Agreement owners shall pay, bear and clear all arrear Taxes, dues, charges, demand, liabilities of the Government authority, C.E.S.C authority concern, and Municipal Authority and other appropriated Authority any third party and also clear all outgoings as well as taxes in respect of the property.

7.2 As soon as the respective self contained flat is completed the developer shall give written notice to the owners requiring the owners to take possession of the owners allocation in the building and after 10 (ten) days from the date of service of such notice and at all times thereafter the owners shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners allocation the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as whole.

7.3 The owner and the developer or their transferee shall punctually and regularly pay rates and taxes, for their respective Flats, before the concerned authorities or otherwise as may be mutually agreed upon between the owners and the developer. The owners hereby agree that he will indemnify against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owners for the same the Developer will be entitled to get damages.

7.4 The owner or her agent or representative shall not do any act deed or things wherein the Developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the Developer is prevented then the owners or their legal representatives shall pay bound to indemnify the loss and damages for that purpose with interest.

ARTICLE - VIII . COMMON RESTRICTION

The Owner's Allocation after possession in the proposed building shall be subject to the same restriction and use as it is applicable to the Developer's allocation respective possession in the building which are follows: -

8.1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

8.2 Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipal authority concern in this behalf.

8.3. Both parties shall abide by all laws, bye laws rules and regulations of the Government, Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations. The respective allottee or their transferees shall keep the interior walls, sewers, drains pipes and other fitting and fixtures, floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and also not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

ARTICLE - IX. OWNER'S DUTY & INDEMNITY

9.1 The Owner doth hereby agrees and covenants with the Developer not to use cause any interference or hindrance in any manner during the construction and through out the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner or her heirs, agents, servants, representatives causing hindrance or impediments to such construction the owner will be liable to repay entire amount invested by the Developer along with damage and interest over the amount invested by the Developer and rates of interest will be settled by the parties amicably. In that case the decision of Developer for calculating the total invested amount shall be final. It is also further agreed that if the Developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contagious land owners then owners will be liable to pay damages and cost of litigation to the Developer.

9.2 The owner and her legal representatives have no right/authority/power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/ units of the developer's allocation. If tried to do so then the owners shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

ARTICLE - X. DEVELOPER'S DUTY& INDEMNITY

10.1 That the Developer hereby agrees and covenants with the owners not to do any act, deed or things whereby the owner is prevented from enjoying selling disposing of the Owner's Allocation in the building at the said premises after getting delivery of possession within the stipulated period thereof.

10.2 The Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developers

in relating to the making of construction of the said building from the date of execution of the Agreement. The Developer shall also not interfere in any manner whatsoever to the sale precedes and/or otherwise with regard to the owner's share or allocation and also not to claim any amount from the sale proceeds of the owner's allocation and also agreed not to encumber the Owner's Allocation.

ARTICLE - XI. MISCELLANEOUS

11.1 The owner and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 The name of the building shall be "as per choice of Developer".

11.3 As and from the date of getting possession of the Flats/units owners and/or his transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

11.4 The building to be constructed by the Developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement and the Developer hereby undertakes to obtain occupancy certificate/completion certificate of the Building at his own cost and expenses and a copy of such certificate will be handed over to the Owner immediately after getting such Certificate.

ARTICLE - XII. FORCE MAJURE.

12.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majure" and shall be suspended from obligations the duration of the act of God, beyond the control of the parties of this of this deed as well as during the Force Majures.

ARTICLE - XIII. LEGAL JURISDICTION AND REDRESS PROCESS

13.1. It is hereby agreed by and between the parties that the subject property is situated at Mouza- Satgachi, under P.S.-Dum Dum, District.- North 24 Parganas as such jurisdiction regarding all the dispute and/or difference by and between the parties under this Agreement shall be under the Jurisdiction of the Learned District Judge at Barasat, District- North 24 Parganas.

13.2. It is hereby agreed by and between the parties that if any disputes relating to or connected with the flats and or construction and or in respect of this agreement shall be settled by and between the parties amicably, with the help of their well-wishers and to that effect necessary Notice is to be serve by the parties to each other.

13.3. Save and except whatever herein contained and/or provided, both the parties hereto shall have the right to sue for specific performance of contract with damages.

In case agreement unless it is contrary or repugnant to the context: -

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

THE SCHEDULE "A" ABOVE REFERRED TO-
(Description of the land and property)

ALL THAT piece and parcel of a Bastu land measuring about 2 (Two) Cottahas more or less together with 100 sq. ft. Roof Tiles structure lying and situated at Mouza- Satgachi, Pargana - Kolikata, J.L. No.-20, R.S. No.-277, Touzi No.-2375, comprised in C.S. Dag No.-153, R.S. Dag No.-8, **L.R. Dag No- 8/504**, C.S. Khatian No.- 533, R.S. Khatian No.-1512, **L.R. Khatian No-6200**, having Municipal Holding No.-123, Motijheel Avenue, Kolkata-700 074, under Ward No.-09, within the South Dum Dum Municipality under P.S.- Dum Dum, within the limit of A.D.S.R. Cossipore Dum Dum, District - North- 24 Parganas, which is butted and bounded by:-

- | | |
|------------------------|---|
| ON THE NORTH BY | :- Property of others under Dag No- 8 |
| ON THE SOUTH BY | :- 24' feet wide Motijheel Avenue. |
| ON THE EAST BY | :- House of others |
| ON THE WEST BY | :- Property of others under Dag No.- 8 |

THE SCHEDULE 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)

The Owner will get one flat measuring about **1230 sq. ft.** more or less Covered area in the First Floor on South East corner of the property and one Garage measuring about **150 sq. ft.** three sides Covered with Rolling shutter in the proposed Building.

In addition to the said area in the proposed new Building owner will get a sum of **Rs5,00,000/- (Rupees Five Lac) only**, as refundable security deposit which will bear no interest and refunded at the time of delivery of possession of the owner's allocation in the New building.

Except the aforesaid area and cash consideration money No other area or any amount will be receivable by the owner.

THE SCHEDULE "C" ABOVE REFERRED TO -
(DEVELOPER'S ALLOCATION)

DEVELOPER will get **ALL THAT** the remaining constructed area in the newly constructed building, which is to be constructed on the said premises, fully described in the Schedule "A" herein above and after deducting the Owner's Allocation including proportionate share of the common facilities and amenities after providing for Owner's Allocation.

-THE SCHEDULE "D" ABOVE REFERRED TO-
(SPECIFICATION OF CONSTRUCTION FOR OWNER'S ALLOCATION)

ELEVATION AND PLANNING

Modern architectural elevation, planned to allow maximum use of space.

FOUNDATIONS

R.C.C framed structure.

STRUCTURAL

RCC framed structure with 1st class 8" brick external walls, 3" internal walls and 5" partition walls between flats.

FLOORING

All Bedrooms, toilets, kitchen and balcony are Marble/Ceramic Tiles with 4" skirting.

BED ROOMS

All Bed Rooms in size will 12' X 12' wide. Electrical facilities: A.C. point in all Bed Rooms, 2 light point, 1 fan point and 1 -15 amp. Plug Point and 1 false Ceiling light point.

DINNING /DRAWING ROOM

Electrical facilities: 2 fan points, 2 light point, 1CC T.V. Camera point fan point and 1T.V. point. -15 amp. Plug Point and 1 False Ceiling light point and 1 false Ceiling light point and one water line for basin.

KITCHEN

Size of the Kitchen will be not less than 80 sq.ft. Granite top with ceramic tiles up to ceiling above the counter top with sink.

Electrical facilities: 1 light point, 1 point Micro Oven and Mixture Grinder, 1 exhaust fan point, 1 -15 amp. Plug Point and 1 Exhaust pipe line for Chimney.

BATHROOMS

Ceramic tiles up-to 5' height. Electrical facilities (all concealed), 1 light point, 1 exhaust fan point, Commode in bathrooms, Guiser Point with taps of Hot and cold water.

DOORS

All door frames are of Sal wood except that of toilets and other doors are painted. Hot pressed good quality flush doors with ISI marked and finished with standard fittings.

Collapsible Gate in front of the Main door and Main entrance doors will be wooden with standard lock and fittings. Toilet doors and frames are of PVC.

WINDOWS

All windows to have Aluminum sliding with glass fittings with window base marble.

BALCONY

Fully covered by Extended Grill. Electrical facilities: 1 light point, 1 fan point

COLOUR

All internal walls are of plaster of paris without painting. Outside walls are cement based with supers snowcem colours. Synthetic enamel paints on grills.

WATER SUPPLY

Submersible Pump and overhead tank. If Permissible Municipal Water supply will be arranged.

LIFT

Lift will be installed in the newly constructed building. (if sanctioned).

EXTRA CHARGE

Cost of installation of electric meter (220 watt) in the name of the individual flat owner will have to be paid separately.

FOR GARAGE

Wall Plaster of Paris, Flooring Not Cement, one Water Tap, 3 sides covered with Front rolling shutter 1 light point, 1 fan point, 1 water tap, and 1 attached toilet inside the garage.

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

SIGNED SEALED AND DELIVERED

In the presence of the following

WITNESSES: -

1. *Tarun Kumar Maji*
Advocate

Sujit De

SIGNATURE OF THE OWNER

2. *Biswajit Majumder*
Advocate
Barasat Court

Bhaswataran Ghosh

SIGNATURE OF THE DEVELOPER

Drafted by me as per instruction of
the parties and Prepared in my office: -

Tarun Kumar Maji
(TARUN KUMAR MAJI) Advocate
Advocate WB-233/87

District Judges' Court, Barasat,
North 24-Parganas

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.5, 00, 000/- (Rupees ^{Five} ~~One~~ Lac) only from the within named Developer as consideration money in the following manner.

MEMO

By Cheque vide No - 169243 and 169244
both dated 23/11/2016, both drawn
on State Bank of India, Dum Dum
Road Branch
(each cheque Rs. 250,000/- each)

Rs.5, 00, 000/-

Total Rs.5, 00, 000/-

(Received Rupees Five Lac) only

WITNESSES: -

1. Jaramkintaji
Bhaskar

2. Sisirajit Majumder
Advocate
Barasat Court

Sijita De
SIGNATURE OF THE OWNER

Sijita De

Blasatran photo

PAGE NO
SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of the
Executants / Presentants

Suji-
Sujitade



Bharat

Shobataran Ghosh

Little	Ring	Middle	Fore	Thumb
	(Left Hand)			
Thumb	Fore	Middle	Ring	Little
(Right Hand)				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

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

GRN: 19-201617-003220783-1

GRN Date: 23/11/2016 14:01:40

BRN: CKA9953744

Payment Mode

Online Payment

Bank:

State Bank of India

BRN Date: 23/11/2016 14:03:16

DEPOSITOR'S DETAILS

Name :

ADYA SHAKTI ENTERPRISE

Contact No. :

Mobile No. : +91 9804192959

E-mail :

Address :

42/89 DUM DUM ROAD KOL-700074

Applicant Name :

Mr Tarun Kumar Maji

Office Name :

Office Address :

Status of Depositor :

Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15060001530445/2/2016	Property Registration- Registration Fees	0030-03-104-001-16	5510
2	15060001530445/2/2016	Property Registration- Stamp duty	0030-02-103-003-02	5021
Total				10531

In Words :

Rupees Ten Thousand Five Hundred Thirty One only

Signature _____



GOVT. OF INDIA

भारत
सरकार



आपके पानी के खाने / पाने पर कृपया सुनिश्चित करें / नोट करें
आपके पानी सदा स्वच्छ, एकपसंडी एवं
मिलाने के लिए, सफाई करवाएं
पानी के लिफाफे एवं टैग के नमूने
पाने के पाना - 411 045



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM, District Name :North 24-Parganas

Signature / LTI Sheet of Query No/Year 15060001530445/2016

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category		Finger Print	Signature with date
1	Dr Sujita De 21E Motijheel Avenue, Flat No: 4 1st Floor, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN - 700074	Land Lord			<i>Sujita De</i> 23/11/16
2	Bhabataran Ghosh 1/51 Dr Meghnath Saha Road Chatakal, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN - 700074	Developer			<i>Bhabataran Ghosh</i> 23/11/2016
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Tarun Kumar Maji Son of Late M N Maji 256 Dum Dum Road, P.O:- Motijheel, P.S:- Dum Dum, District:- North 24-Parganas, West Bengal, India, PIN - 700074	Dr Sujita De, Bhabataran Ghosh		<i>Tarun Kumar Maji</i> 23/11/2016	

(Mohul Mukhopadhyay)

ADDITIONAL DISTRICT
SUB-REGISTRAR

OFFICE OF THE A.D.S.R.
COSSIPORE DUMDUM

North 24-Parganas, West
Bengal

Major Information of the Deed

Deed No :	I-1506-08786/2016	Date of Registration	11/24/2016 2:41:57 PM
Query No / Year	1506-0001530445/2016	Office where deed is registered	
Query Date	15/11/2016 3:51:03 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Tarun Kumar Maji Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700074, Mobile No. : 9830492762, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 77,99,999/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 5,510/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Motijhil Avenue, Mouza: Satgachi, Ward No: 9, Holding No:123

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-8	LR-6200	Bastu	Bastu	2 Katha	1/-	77,69,999/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
Grand Total :					3.3Dec	1 /-	77,69,999 /-	

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.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	30,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Dr Sujita De Wife of Dr Sridhar Chandra De 21E Motijheel Avenue, Flat No: 4 1st Floor, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AEFPD9719J, Status :Individual, Executed by: Self, Date of Execution: 23/11/2016 , Admitted by: Self, Date of Admission: 23/11/2016 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Bhabataran Ghosh Son of Late Tarak Chandra Ghosh Executed by: Self, Date of Execution: 23/11/2016 , Admitted by: Self, Date of Admission: 23/11/2016 ,Place : Pvt. Residence			
	Son of Late Tarak Chandra Ghosh Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADYPG3814B, Status :Individual			

Identifier Details :

Name & address	
Tarun Kumar Maji Son of Late M N Maji 256 Dum Dum Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Dr Sujita De, Bhabataran Ghosh	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Dr Sujita De	Bhabataran Ghosh-3.3 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Dr Sujita De	Bhabataran Ghosh-100 Sq Ft

Endorsement For Deed Number : I - 150608786 / 2016

On 23-11-2016

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

Presented for registration at 15:55 hrs on 23-11-2016, at the Private residence by Bhabataran Ghosh ,Claimant.

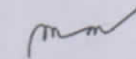
Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 77,99,999/-

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

Execution is admitted on 23/11/2016 by 1. Dr Sujita De, Wife of Dr Sridhar Chandra De, 21E Motijheel Avenue, Flat No: 4 1st Floor, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Others, 2. Bhabataran Ghosh, Son of Late Tarak Chandra Ghosh, 1/51 Dr Meghnath Saha Road Chatakal, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Business

Indetified by Tarun Kumar Maji, , Son of Late M N Maji, 256 Dum Dum Road, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Advocate



Mohul Mukhopadhyay

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM**

North 24-Parganas, West Bengal

On 24-11-2016

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,510/- (B = Rs 5,489/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,510/-

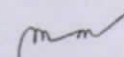
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/11/2016 2:03PM with Govt. Ref. No: 192016170032207831 on 23-11-2016, Amount Rs: 5,510/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKA9953744 on 23-11-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 8721, Amount: Rs.5,000/-, Date of Purchase: 21/11/2016, Vendor name: A R Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/11/2016 2:03PM with Govt. Ref. No: 192016170032207831 on 23-11-2016, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKA9953744 on 23-11-2016, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM**

North 24-Parganas, West Bengal

IFICATE of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2016, Page from 312571 to 312599
being No 150608786 for the year 2016.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2016.11.25 11:58:51 +05:30
Reason: Digital Signing of Deed.

mm
(Mohul Mukhopadhyay) 25-11-2016 11:58:51
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)