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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted in registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

29 AUG 2024

District Sub-Register-II
Alipore, South 24-pargana

Development Agreement

1. **Date:** 24.08.2024 (29.08.2024)
2. **Nature of Document:** Development Agreement.
3. **Parties:** Collectively the following, which shall include their respective legal heirs, legal representatives, successors-in-interest:

Phullesward Saha

- 3.1 **Owner : SMT. PHULLESWARI SAHA (PAN: FTOPS4151N), (Aadhar No. 8615 1099 5314),** wife of Subash Saha, by Nationality Indian, by Faith Hindu, by occupation Business, residing at 222/223, Acharya Profulla Chandra Road, Police Station & Post Office- Shyambazar, Kolkata – 700004, West Bengal, hereinafter referred to as the **“OWNER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**
- 3.2 **Developer: M/S. BARUN ASSOCIATES., (Pan – AAOFB7193B)** a partnership Firm having its registered office at 635, Naskarhat Tagore Park Main Road, P.O.- Tiljala, Police Station – Kasba, Kolkata – 700 039, District – South 24 Parganas, and represented by its Partners namely (1) **SRI UJJAL KUMAR DEY,** son of Late A.K. Dey, (PAN- AGIPD7588G), (Aadhaar No. 9819 2790 9249), by faith – Hindu, by Occupation – Business, by Nationality – Indian, and residing at 28/9, New Ballygunge Road, P.O. – Tiljala, P.S.- Kasba, Kolkata – 700 039, District – South 24 Parganas, West Bengal, (2) **SRI AVIK SAHA,** son of Sri Biplab Kumar Saha, (PAN – CCCPS4778R), (Aadhaar No. 2811 5849 3464), by faith- Hindu, by Nationality – Indian, by Occupation – Business and residing at 635, Naskarhat, Tagore Park Main Road, P.O. Tiljala, P.S.- Kasba, Kolkata – 700 039, District South 24 Parganas, West Bengal, and (3) **SRI ARGHYA DAS,** son of Late Ajit Kumar Das, (PAN- ADUPD5236G), (Aadhaar No. 4056 4775 9532), by faith- Hindu, by Occupation – Business, by Nationality – Indian, residing at 132, Madurdaha, P.S.- Tiljala now Madurdaha, Kolkata – 700107, District – South 24 Parganas, West Bengal, hereinafter referred to as the **“DEVELOPER”** (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor in office and/or successors in office and/or assigns), of the **OTHER PART.**
4. **Subject matter:** Development of the 'Premises' as mentioned and described in **SCHEDULE-B** by constructing new building (the **"Building"**) after demolishing the existing dilapidated Structure, consisting of such self-contained portions that can be separately and exclusively used and enjoyed (the **"Units"**) and spaces for parking of cars and two wheelers (the **"Parking Spaces"**) thereon (the Premises, the Building, the Units and the Parking Spaces are collectively called the **"Project"**).

5. Background:

5.1 Representations: The Owner has represented to the Developer that:

Ownership : The Owner is the absolute owner, seized and possessed of the Premises and its devolution of title thereto is as mentioned in **SCHEDULE-A**, has a good and marketable title to the Premises and has full right and absolute authority to enter into this Agreement.

Encumbrances : The Premises is free from all encumbrances of whatsoever nature or kind.

Previous Agreement : Neither the owner has entered into any agreement affecting the Premises in any manner whatsoever.

Acquisition : No part or portion of the **Premises** is subjected to likely to be subjected to any acquisition or requisition.

ULC : No portion of the Premises is or has been declared to be 'excess vacant land' under the Urban Land (Ceiling & Regulation) Act, 1976.

Other Clearances : There will be no impediment in obtaining all the requisite clearances and/or permissions that will be required for the Project.

Intention : The Owner intend to develop the Premises by executing the Project but do not have sufficient funds nor the requisite expertise to do so.

Offer : The Owner approached the Developer to execute the Project.

Acceptance: Relying upon the Representations and believing the same to be true and correct, the Developer has agreed to execute the Project and the agreed terms and conditions between the Parties therefore are recorded hereunder.

Premises: shall mean **ALL THAT** piece and parcel of land measuring about 2 (Two) Cottahs 14 (Fourteen) Chittaks 20 (Twenty) Sq. ft. more or less, under scheme Plot No. 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998 appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation, Premises No. 638, Madurdaha, Police Station - Tiljala now Anandapur, Kolkata- 700 107, under Ward No. 108, District South 24

Parganas more fully and particularly described in the **SCHEDULE- B** herein written.

Building : The building shall mean newly constructed building in the Premises as per the sanctioned multi storied proposed Building Permit Plan No. **2022120434, dated 23.12.2022, Borough No. XII**, thereafter revised plan No.-**2023120535**, dated **27.02.2024**, duly sanctioned by the Kolkata Municipal Corporation.

Now it is agreed:

- 6.1 Agreement:** The Owner hereby grants to the Developer the development rights to execute the Project and the Developer hereby accepts and agrees to develop and execute the Project on the terms and conditions herein contained.
- 6.2 Construction obligations of the Developer:** The Developer shall, at its own costs and expenses, execute the Project, which will, inter-alia, include:
 - 6.2.1 Appointment:** Engaging and employing suitable architects, engineers, contractors and other professionals for the Project.
 - 6.2.2 Plan:** Having the plan for constructing the Building prepared, by a reputed Architect in such a manner so as to avail the maximum constructed area in the Building.
 - 6.2.3 Deposit:** Keep deposited with the Owner an interest free adjustable amount of **Rs. 1,00,000/- (Rupees One Lac) Only** (the "**Security Deposit**") which sum shall be adjusted by the Owner to the Developer upon completion of the Project and handing over of the Owner's Allocation by the Developer.
 - 6.2.4 Sanctioning:** Having the Plan sanctioned by the appropriate sanctioning authority (the "**Sanctioning Authority**") as also have the Plan modified from time to time, if necessary.
 - 6.2.5 Permissions:** Obtain all necessary clearances and permissions statutorily required for executing the Project.
 - 6.2.6 Construction:** Constructing the Building and completing the Project in all respect in strict conformity with the Plan and the specifications

mentioned in **SCHEDULE-C** (the "**Specifications**") and making it tenatable in all respects within 18 (Eighteen) months from the date of signing this agreement or the additional period of 6 (six) months may by mutually extended by the Owner and the Developer (the "**Completion Date**") from the date of signing this agreement subject to Force Majeure mentioned in Clause 6.7.6.

- 6.2.7 **Utilities:** Obtaining all utilities for implementing the Project as also those that will be required by the ultimate users of the Building.
- 6.2.8 **Building Materials:** Purchasing various materials for the Project.
- 6.2.9 **Occupancy Certificate:** Obtaining Occupancy Certificate from the Sanctioning Authority and all other certificates and permissions required for commencing occupation of the Building.
- 6.3 **Other Obligations of the Developer:** The Developer shall:
 - 6.3.1 **No Assignment:** Not transfer and/or assign its rights, benefits, duties and obligations under this Agreement without the prior written consent of the Owner.
 - 6.3.2 **Completion of the Project:** The Developer shall complete construction of the said building within 18 (Eighteen) months from the date of signing this agreement or the additional period of 6 (six) months may by mutually extended by the Owner and the Developer.
 - 6.3.3 **Maintenance:** In consultation amongst the flat owners of the building , frame a scheme for the maintenance, management, administration and enjoyment of the common areas, facilities and services (the "**Maintenance**") in the Building and shall carry on the Maintenance of the Building .
 - 6.3.4 **Taxes:** The owner shall pay all municipal rates, taxes and fees that are payable under any existing statute or may become payable till the date of signing of this agreement and the Developer shall pay all municipal rates, taxes and fees that are payable under any existing statute or may become payable from the date of signing this agreement to till the the date of obtaining completion certificate of the building..

6.4 **Obligation of the Owner:** The Owner, at her costs and expenses shall:

6.4.1 **Marketable Title:** Make out a clear and marketable title of the Premises and answer all requisition of the Developer in this regard.

6.4.2 **Delivery of Possession:** The Owner shall hand over the vacant and khas possession of the said Premises to the Developer from the execution of this Agreement,

6.4.3 **Allow entry:** After the execution hereof allow the Developer and its men, servants and agents to enter the Premises, with prior notice, for the purpose of measurement, soil testing and such other necessities connected with the Project.

6.4.4 **Hindrances:** Not create any hindrances or obstruction to the Developer during or in execution of the Project.

6.4.5 **Encumbrances:** Not, in any manner, deal with, charge, encumber or induct any person in occupation of the Premises or in any portion thereof or enter into any agreement relating thereto until the completion of the Project.

6.4.6 **Title Deeds:** Owner shall retain the original title deeds related to the Premises (the "Title Deeds") in her custody and as and when the title deed is require to be produced before any authority concern, the owner shall produce to the same to the authority concern.

6.4.7 **Powers and authorities:** Grant to the Developer, or to such person as be nominated by the Developer, such powers and authorities (power of attorney) as will be required by the Developer for execution of the Project as also sign and execute such forms and other documents as may be required for the Project.

6.4.8 **Execution:** Execute and admit registration of the Units and the Parking Spaces in the Developer's Entitlement as mentioned in Clause 6.5. before the appropriate registrar, the costs and expenses whereof will not be borne by the Owner.

6.4.9 **Indemnity:** Indemnify and keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties or other consequences arising due to any non-compliance or violation

of any kind or nature, whether statutory or contractual, prior to the date of handing over possession of the Premises to the Developer.

- 6.5 **DEVELOPER'S ALLOCATION:** Shall mean 50% of the constructed saleable spaces shall mean remaining portion of i.e. **SECOND FLOOR (South East Side), SECOND FLOOR (South West Side), THIRD FLOOR (South West Side), and 50% of the FORTH FLOOR Flat** and 50% of Car Parking Space on the **Ground Floor**, undivided share of land comprises in the Said Premises and common areas and facilities to be allocated to the Developer which will be exclusively dealt with by the Developer in the building to be constructed as provided in these presents in lieu of the cost of the construction of the building.
- 6.6 **OWNER'S ALLOCATION:** Shall mean 50% of the constructed saleable spaces i.e. **FIRST FLOOR (South East Side), FIRST FLOOR (South West Side), and THIRD FLOOR (South East Side), 50% of the FORTH FLOOR Flat** and 50% of Car Parking Space on the **Ground Floor** undivided share of land comprises in the Said Premises and common areas and facilities to be allocated to the Owner which will be exclusively dealt with by the Owner in the building to be constructed as provided in these present.
- 6.7 **Mutual Covenants:**
- 6.7.1 **Enjoyment:** The Developer shall have the right to transfer or otherwise deal with its Allocations without any right, claim or interest therein whatsoever of the Owner provided however that the Developer gives in full the Owner Entitlement as hereinabove mentioned.
- 6.7.2 **Deemed Purchasers:** The Developer will be deemed to be the Purchaser for the Units and the Parking Spaces not sold by it in it's Allocations.
- 6.7.3 **Rates and Taxes and utilities:** All municipal taxes and outgoings if any, in respect of the Premises after the date hereof shall be borne and paid by the Developer as well as the Owner and the developer shall punctually and regularly pay and bear respective Govt. Taxes like G.S.T. Income Tax and any other Govt. Authority taxes for their respective allocations to the concerned authorities or otherwise

as may be mutually agreed upon between the Owner and the developer.

6.7.4 Name of the Building: The name of the Building shall be mutual consent.

6.7.5 Default:

- (a) In case the Owner is unable to fulfill any of her Obligations or in case any liability or encumbrance is found relating to the Premises and the Owner fails to remove the same within 30 days from receiving notice from the Developer to do so, then the Developer at its discretion and its own cost removing such liability or encumbrance, as the case may be.
- (b) If the Developer fails to fulfill all its Obligations, then, the Owner shall be entitled, after giving 30 days notice to the Developer, to terminate this Agreement, take possession of the Premises.
- (c) Neither of the Parties shall be regarded to have committed any breach of the terms herein if it is prevented from discharging any of its obligations due to any condition amounting to force majeure or circumstances beyond its control including, but not limited to, tempest, earthquake, fire, shortage of power, civil commotion, riot, strike, labour unrest or any political or communal unrest.

6.7.6 Force Majeure: Force Majeure shall mean any act of God including, but not limited to flood, earthquake, riot, war, storm, tempest, civil commotion, strike, labour unrest or any political or communal unrest. Neither of the Parties shall be regarded to have committed any breach of the terms herein if it is prevented from discharging any of its obligations due to any condition amounting to Force Majeure or circumstances beyond its control.

6.7.7 Breach of Contract: In case of breach of any of the provisions herein, the party in breach shall be liable to pay such damages as determined by the Tribunal mentioned in Clause 7, but no party shall

be entitled to terminate this Agreement without the consent of the other party in writing.

6.7.8 **Not Partnership:** This Agreement will not be deemed to be or treated as a partnership of the Parties under the Partnership Act, 1932.

6.7.9 **Rules of Interpretation:** The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clause and the words put in bold in brackets define the word, phrase or expression immediately preceding.

6.7.10 **Handover Owner's Allocation:** That after completion of the project the Developer shall deliver the owner's allocation to the owner first and thereafter deliver the possession to the intending purchaser from its allocation.

6.7.11 **Mutation:** The owner mutated her name in the record of Kolkata Municipal Corporation under Assessee No. 311080506380.

7. **Arbitration:** In case any dispute arise between the parties herein out of or in connection with this agreement, the same shall be referred to the Arbitrator, for the arbitration. The proceedings held by the arbitrator in making the award in according with the provisions of Indian Arbitration and Reconciliation Act, 1956 or any amendment thereof. The award of the arbitrator shall be final and binding upon the parties.

SCHEDULE-A

[Devolution of Title]

WHEREAS One Sri Kalicharan Prarnanik originally was the absolute Owner of ALL THAT piece or parcel of land hereditament containing an area measuring 30 Bighas comprised in C.S Dag No. 48, Khatian No. 133 of the Mouza- Madurdaha, J.L No. 12, Touzi No. 2998, R.S No, 212, Dag Hossainpur, P.S Tollygunge in District 24- Parganas (S).

AND WHEREAS By a Deed of permanent settlement in the year 1950 the said Kali Charan Prarnanik transferred arid conveyed in permanent settlement the above said land to Biswanath Prarnanik, Satish Chandra Prarnanik and Patiram Prarnanik.

AND WHEREAS The said Biswanath Pramanik, Satish Chandra Pramanik and Patiram Pramanik while peacefully seized and possessed of the said 30 Bighas of land in C.S Dag No. 448, Khatian No. 133 of the Mouza-Madurdaha, J.L No. 12, Touzi No, 2998, R.S No. 212, Dag-Hossainpur, P.S Tollygunge in District 24-Parganas (S), recorded their names in R.S Khatian No. 189, R.S Dag No. 455 in respect of the said land.

AND WHEREAS The said Biswanath Pramanik, Satish Chandra Pramanik and Patiram Pramanik converted the said land into agricultural land and utilized the said land for growing paddy.

AND WHEREAS The said Biswanath Pramanik, Satish Chandra Pramanik and Patiram Pramanik thereafter had the land divided amongst themselves into three distinguished plots being Plot No. 'A', 'B' and 'C' which were respectively the western, middle and western plots each having an area of 10 Bighas or thereabout and recorded in the R.S Khatian in their names.

AND WHEREAS Biswanath Pramanik while seized and possessed of the Western most plot 'C' by a Kabala dated 6th March 1961 registered at Alipore Sub-registry office in Book No 1, Volume No. 46, Pages 61 to 65, being No. 1761 for the year 1961 sold transferred and conveyed his said Sali land 10 Bighas to Jiban Krishna Basu.

AND WHEREAS The said Patiram Pramanik while seized and possessed of the middle Plot 'B' by a Kobala dated 19.08.1961 registered at Alipore Sub-Registry office in Book No. I, Volume No. 135, Pages 47 to 51, being No. 6934 for the year 1961 sold and transferred his said 10 Bighas Sali land to Dhirendranath Moitra and Nirupam Moitra.

AND WHEREAS In or about 1978 and early 1979 the said Jiban Krishna Basu, Dharendra Nath Moitra and Nirupam Moitra by several registered deed of conveyance conveyed transferred all that the said 20 Bighas of land and all their right title interest claimed or demand in upon or over the said land and every portion thereof by way of 36 plots each plot comprised of 6.5 cottahs and as a part of common area 4 cottah 10 Chittak more or less in favour of Amiya Sankar Nandy and others in the manner and to the extent specified in the several deed of conveyance executed in favour of the said Amiya Sankar Nandy and others.

AND WHEREAS By virtue of diverse acts, deeds and instruments and finally by and under registered deed no. 12144 of dated 16.07.1992 the Owners (1) SHAYAMALI GOPTA (2) ASHALATA BISWAS (3) ARINDAM BHATTACHARJEE, (4) BISHNUPADA CHATTERJEE (5) AMIYA KUMAR GANGULY (6) KRISHNA MONDAL (7) MAYA CHAKRAVORTY (8) SANJAY KUMAR MITRA (9) KALPANA CHOUDHURY (10) ANIMA BHATTACHARJEE (11) ARUN PROKASH MITRA (12) KARABI GHOUDHURY (13) DR. NAZRUL ISLAM (14) BASUDHARA GANGULY (15) (a) SWATI BHATTACHARJEE (b) MANJU BHATTACHARJEE (16) AMAL CHANDRA DAS (17) a) SANKAR RANJAN MONDAL (b) SUDHA MONDAL 18) PRANAB KUMAR BISWAS (19) RUMA GANGULY (20) PRADIP KUMAR GANGULY (21) NIRMAL CHANDRA GUHA (22) ABHIJIT CHAKRAVORTY (23) GOUTAM RAY (24) JAYANTA GHOSH (25) RATNA MITTER (26) SONALI ADHIKARI (27) (a) NASIMUL BANI b) JASMINA KHANAM (28) PRANAB KUMAR CHATTERJEE (29) BALAI CHANDRA NASKAR (30) BANI NASKAR (31) ASHIM NASKAR (32) a) BHARATI KUMIR B) LATIKA MUKIR (c) SUMITRA KUMIR (33) HIMADRI DUTTA (34) KANIKA CHATTERJEE (35) DEB KUMAR GANGULY (36) MAHARATHI ADHIKARY (37) SANTIDEBI GUPTA (38) IRA GUPTA (39) ARUN KUMAR CHOWDHURY (40) SAKTI PROSAD SARKAR (40) a) SIDDHARTHA SANKAR DUTTA b) SUDHA. SANKAR DUTTA (42) KANA LALA BANDYAPADHYA (43) BANI BHOWMICK (44) NIHARENDH, CHOUDHURY (45) ASHOKE KUMAR SIKDAR (46) GITA DUTTA (47) SAUMYA PAUL (48) KAMALAKHYA GOSWAMI (49) RITA MUKHERJEE (50) DIPTI BARMA (51) RITA BHOWMICK (52) ANJULA CHAKRAVORTY (53) MAKHANLAL MAZUMDAR (54) SHEULI BANERJEE (55) RATNA CHATTERJEE (56) TAPATI BOSE (57)(a) SADHAN- DUTTA (b) PROMITA DUTTA (58) DR RANJIT CHAKRAVORTY (59) MIRA BHOWMICK (60) CHAMPAK CHOWDHURY (61) KALPANA MONDAL (62) SANDHYA SATPATI (63)a) JASODEB CHAKRAVORTY and (b) TAPODEB CHAKRAVORTY (64) DR CHUNILAL DEB (65) SUSOMA CHOWDHURY (66) DR SATYA RANJAN MAJUMDER (67) BHUBAN MOHAN BHATTACHARJEE (68) SREEJIB CHANDRA MOITRA 69) ARGHA BOSE (70) HARIT BHATTACHARJEE (71) BURUNA DUTTA and (72) SUSMITA BANERJEE becomes absolutely seized and possessed of 14 Bighas 19 Cottahs and 10 Chittaks more or less of Sali land.

AND WHEREAS That the above said Owners predecessors' interest and others had framed a scheme for development of 14 Bighas 19 Cottahs and 10 Chittaks more or less of Sali land.

AND WHEREAS In terms of the scheme in so far as the same applies to the land in the First Schedule therein of which the Owners therein the Joint Owners, Sri Amiya Kumar Ganguly entitled to Plot No.31 and the other Owners therein accordingly agreed to transfer and allot the said Plot in favour of the Allottee Sri Amiya Kumar Ganguly to enable to own and possess the same subject to the terms contained therein.

AND WHEREAS Subsequently a Deed of Allotment was registered on 31st August, 1992, in favour of the said Allottee Sri Amiya Kumar Ganguly, herein in respect of a plot of Sali land being plot no. 31, measuring about 2 Cottahs 14 Chittaks 20 sq. ft more or less comprised in Mouza- Madurdaha, Dag- Hossainpur, R.S dag No. 455, R.S Khatian No. 189, J.L No. 12, R.S No. 212, Touzi No. 2998, Pargana- Kalikata, P.S Kasba now Tiljala, Dist 24 Pgs (S) together with easements rights and recorded in Book No. I, Being No. 14787 for the year of 1952, D.R Alipore.

AND WHEREAS By virtue of the said registered Deed of Allotment dated 31st August 1992, the said Sri Amiya Kumar Ganguly became the absolute Owner of the All That the land measuring about 2 (Two) Cottahs 14 (Fourteen) Chittaks 20 (Twenty) Sq. ft. more or less under scheme Plot No 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998 appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation, premises No. 638, Madurdaha, Police Station- Tiljala now Anandapur, Kolkata- 700 107, under Ward No. 108, District South 24 Parganas.

AND WHEREAS by a registered Deed of Gift dated 27th day of May, 2011 which was registered before District Sub- Registrar-III, at Alipore, South 24 Parganas, recorded in Book No. I, C.D. Volume No. 8, Pages Nos. 6338 to 6349, Being No.04144, for the year 2011, said Sri Amiya Kumar Ganuly therein referred to as the Donor gifted transferred and conveyed All That the land measuring about 2 (Two) Cottahs 14 (Fourteen) Chittaks 20 (Twenty) Sq. ft. more or less under scheme Plot No 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998 appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata

Municipal Corporation, premises No. 638, Madurdaha, Police Station- Tiljala now Anandapur, Kolkata- 700 107, under Ward No. 108, District South 24 Parganas, together with all easement rights thereto, in favour of his sons Sri Palash Ganguly and Sri Shimul Ganguly.

AND WHEREAS thus the said Sri Palash Ganguly and Sri Shimul Ganguly, therein became the absolute joint Owner of the aforesaid property and while seized and possessed of the same mutated their names in the records of Kolkata Municipal Corporation which became known and numbered as premises No.638, Madurdaha, P.S.- Tiljala now Anandapur, Kolkata- 700 107, District South 24 Parganas within Ward No. 108, having Assessee No. 31-108-05-0638-0, and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS thereafter by a registered deed of conveyance dated 19th day of December, 2019, which was registered before Additional Registrar of Assurances -II, Kolkata, recorded in Book No. I, Volume No. 1902-2019, pages from 287538 to 287573, Being No. 190207292, for the year 2019, said Sri Palash Ganguly and Sri Shimul Ganguly, sold, transferred and conveyed ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 14 (Fourteen) Chittaks 20 (Twenty) Sq. ft. more or less, together with 100 Sq. ft. Tile shed structure standing thereon under scheme Plot No. 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998 appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation, premises No. 638, Madurdaha, Police Station Tiljala now Anandapur, Kolkata- 700 107, under Ward No. 108, District South 24 Parganas, together with all easement rights thereto, to Smt. Phulleswari Saha and after purchase said Smt. Phulleswari Saha mutated her names in the records of Kolkata Municipal Corporation.

SCHEDULE-B

[Premises]

ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 14 (Fourteen) Chittaks 20 (Twenty) Sq. Ft. more or less, together with 100 Sq. ft. Tile shed structure standing thereon under scheme Plot No. 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998, appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation, Premises No. 638, Madurdaha, Police Station - Tiljala now Anandapur, Kolkata- 700 107, under Ward No. 108,

Assessee No. 311080506380, District South 24 Parganas, together with all easement rights thereto. Butted and bounded as follows;

ON THE NORTH : By Plot No. 36;

ON THE SOUTH : By 23'-03" ft wide road (Not adjacent to EM Bye Pass);

ON THE EAST : By Part land of dag No. 455;

ON THE WEST : By Plot No. 32;

SCHEDULE-C
[Specifications]

Structure	:	The building shall be of RCC framed structure as per design of the Architect.
Brick wall	:	All exterior brick wall shall be 8"/10" thick with bricks of approved quality in cement sand Mortar (1:6). All partitions shall be 3" or 5" thick with brick of approved quality in cement Sand mortar (1:4).
Doors	:	a) Wooden door frame main door. b) Flush Door with primer paint on both side c) Toilet doors: Plastic PVC or Flush Door d) Cylindricil locks for doors for flat entrance door only
Internal Finish	:	Cement sand plaster (1:6) will be provided on the walls required tackiness over which three coats white wash will inside parish finish). The ceiling will cement sand 1:4 coats white wash finish and one coat of Primer.
Windows	:	a) Alimunium windows of standard rolled Sections, b) 3 mm thick pin headed glass panes, c) All windows shall be provided with integrated M.S. grills
Flooring	:	Vitrified Tiles in Bedrooms, drawing/living room, Kitchen. Ceramic Tiles in Toilets. Full marble in common areas like corridor and staircases etc.
Kitchen	:	Counter to have black granite with stainless steel sink and Wall Tiles up to 2 (two) feet height above kitchen counter

		top. Provisions for exhaust fan and chimney.
Toilet	:	a) 2(Two) Commode of reputed brand (ISI) b) Hot and Cold water line, designer ceramic tiles up to door height. c) Showers d) 22" x 16" wash hand basin
Exterior Finish		Cement Sand (1:6) plaster will be provided on the walls surface over which decorative cement paint will be applied.
Electrical	:	Concealed Copper Wiring with modular Switches. Adequate points in all living spaces having necessary plugs for electrical fittings, Geyser, A.C's, T.V. Washing machines, Micro Qwen, Refrigerator, phone etc.
Water Supply	:	Overhead Masonary Reservoir will be provided Cinereal Tank 500 Liter suitable electric pump with Motor will be installed on Ground Floor to deliver water to overhead tank from ground reservoir connected to Municipal Water supply through K.M.C. connection.
Extra Work	:	Any deviation from the above specification shall be treated as extra work and the Owner/purchaser shall bear the cost involved therefore, as per the demand of the Developer.
Compound	:	Grill gate as per design will be provided in suitable place.

IN WITNESS WHEREOF all the parties doth hereto set and subscribe their hands, seals and signature the day, month and year first above written.

SIGNED, SEALED and DELIVERED

by the within named **OWNER** at
Kolkata in the Presence of :-

1. *Kalindra Dasgupta*
12, 1st floor, office Street
Kolkata - 700 001.
2. *Devi Saha*
1/10, Padmanabha Lane,
Kolkata - 700 001.

Phulkeswar Saha

(OWNER)

SIGNED, SEALED and DELIVERED

by the within named **OWNER** at
Kolkata in the Presence of :-

1. *Kalindra Dasgupta*
12, 1st floor, office Street
Kolkata - 700 001.
2. *Devi Saha*
1/10, Padmanabha Lane,
Kolkata - 700 001.

BARUN ASSOCIATES

Ujjal Kumar Dasgupta *Avik Saha*
Partner Partner

BARUN ASSOCIATES

Arghya Das
Partner Partner

(DEVELOPER)

Drafted by me:-

Gourishankar Dasgupta
Advocate

High Court, Calcutta
Kolkata - 700 001.

W.B/154/1993

PAGE NO.

SPECIMEN FORM FOR TEN FINGERPRINTS



<i>Phulleswari Saha</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature *Phulleswari Saha*



<i>Ujjal Kumar Dey</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature *Ujjal Kumar Dey*



<i>Avik Saha</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature *Avik Saha*

PAGE NO.

SPECIMEN FORM FOR TEN FINGERPRINTS



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					

Signature

Arghya Das



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					

Signature



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					

Signature

T 11702/24

Certificate of Registration under section 60 and Rule 69.

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[Handwritten signature]

Digitally signed by Debasish Dhar
Date: 2024.08.30 11:28:43 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 30/08/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.