

SL-2880/24

1-2818/2024



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 514421

8-2 1496929/24

DEVELOPMENT

AGREEMENT

Verified that the document is admitted to registration and endorsement and the document is attached to the document.

Additional District Sub-Registrar
Belghoria 24 Pgs. (14)

24 JUN 2024

Date: 24/06/2024

Place : Kolkata

Parties :

ABHIJITMUKHOPADHYAY[Panno:BOEPM2347P],[AADHAA
RNO:857822047344] son of Late Amrita Lal Mukherjee , by
nationality Indian by faith Hindu, by occupation-Service
residing at 70,Kanai Lal Avenue , Sarisapara, ChandanNagar,
Hooghly P.O &P.S- Chandannagar Pin-712136, hereinafter
called as the "**LAND OWNER**" (which expression shall unless
excluded by or repugnant to the context be deemed to mean
and include her legal heirs, executors, administrators,
representatives and assigns and nominee or nominees) of the
ONE PART

ক্রমিক নং 1893 তারিখ 18-06-24

মূল্য : 100/-

ক্রেতা :

স্থানা :

ভেণ্ডার :

লাইসেন্স প্রাপ্ত ভেণ্ডার

কাশিপুর দয়দয় এ. ডি. এস. আর. অফিস

বি

ভেণ্ডারের নাম - কপিতা পাল

প্রজারির নাম :- ব্যারাক

টি ভি নং :

স্ট্যাম্প খরদের তারিখ 11 JUN 2024

এ টি.ভি. নং মোট কত টাকার

স্ট্যাম্প খরিদ করা হইয়াছে। 1400000



৪

Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

Subharish Sah
Asst
High Court

AND

SHINE CONSTRUCTIONS, having its registered place of business at 101 R.B Road, Kolkata-700049, represented its Sole Proprietor named **SRI ABHIJIT SAHA [Pan no:CTCPS6817E],[AADHAARNO: 913470032118]** son of Lt. Sunil Saha, by faith -Hindu , by occupation - Business, by nationality - Indian, residing at 101 R..B Road, P.s & P.o -Nimta Kolkata-700049 hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, executors, administrators, legal representative, successor -in-interest, office bearers for the time being in force and assigns) of the **OTHER PART**.

THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:-

Subject Matter of Development: Construction of multi storied residential building on the plot of land described in the First schedule written hereunder.

Development Project & Appurtenances: Construction of multi storied residential building consisting with various garage and flats on the aforesaid plot of land.

Project Property:

ALL THAT piece and parcel of land measuring **11 cottashs 15 chittacks 00 sqft** more or less, comprising in L.R. Dag No 2813, 2796/3722 ,2796/3726, under L.R. khatian No.4838 of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of DumDum Police Station at present Nimta police station , within the local limit of North DumDum Municipality, being Municipal Ward No 12 in the District North 24 Parganas,Kolkata-700049 within the jurisdiction of A.D.S.R., Belghoria in the District North 24 Parganas more fully described in the First Schedule hereinafter written.




Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

Background, Representations, Warranties and Covenants :

PART -I

1. One SANTI RANI BANDYOPADHYA is the sole owner and possessor of a plot of land measuring an area of was 10 cottashs 15 chittacks 00 sqft comprising in C.S Dag No 2796 corresponding to R.S Dag No 2796/3722 ,2796/3726, under R.S khatian No - 778 & 1019 , of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No.-12 in the District North 24 Parganas,Kolkata-700049 , Which is absolutely free from all encumbrance whatsoever by virtue of purchases from SAMARENDRA NATH BASU by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore and recorded in book no1, volume no 38, pages 180 to 182 , being no 2671 for the year 1961, against valuable consideration mentioned thereon.
2. One SANTI RANI BANDYOPADHYA is the sole owner and possessor of a plot of land measuring an area of was 1 cottashs 00 chittacks 00 sqft comprising in R.S Dag No 2813 under R.S.khatian No.1161, of the Mouza Uttar Nimta , J.L.No . 2, Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No 12 in the District North 24 Parganas,Kolkata-700049 , Which is absolutely free from all encumbrance whatsoever by virtue of purchases from Smt Krishna Mukhopadhyia by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore and recorded in book no1, volume no 110 , pages 19 to 21 , being No. 6951 for the year 1963, against valuable consideration mentioned thereon.
3. Since there is Two (2) time purchase as above, the SANTI RANI BANDYOPADHYA as the absolute owner of the said 11 (cottashs) 15 (Fifteen) chittacks 00(Zoro) sft more or less, land free from all





Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

encumbrances, attachments liens etc of any manner and whatsoever nature.

4. The said SANTI RANI BANDYOPADHYA gift **11 cottashs 15 chittacks 00(Zoro) sft** more or less to her daughter in law BARNALY CHATTERJEE, by the strength of a Registered Deed of Gift, registered on 05/02/2008, in the office of the A.D.S.R. Office, Cossipore Dumdum and recorded in Book No. I, CD Volume No. 105, Pages 43 to 48 , Being No. 3873, in the year 2007, against love affection mentioned thereon.
5. That the virtue of above Gift Deed the said **BARNALY CHATTERJEE** is the absolute owner and possessor of plots of Bastu land total **11 cottashs 15 chittacks 00(Zoro) sft** more or less comprised in R.S.Dag No 2796/3722 ,2796/3726, 2813 under R.S. khatian No.778, 1019 & 1161 , of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No12 in the District North 24 Parganas,Kolkata-700049 .
6. Said **BARNALY CHATTERJEE** was died on 25.04.2021 leaving behind her husband **ABHIJIT MUKHOPADHYAY** as her legal heirs.
7. Thus on this basis of the aforesaid facts and circumstances the said above mention **ABHIJIT MUKHOPADHYAY** became the absolute owner of the aforesaid land measuring **11 cottashs 15 chittacks 00(Zoro) sft** .

Desire of the Development of the Land & Acceptance:

The present land owner intend to develop the land measuring an area **11 cottashs 15 chittacks 00(zero) sqft** by raising construction of multistoried building thereon. But due to financial difficulties it is not possible to construct the same and finding no other alternative, but searched out one reputed Developers, who will be able to look after, control and develop /construct and/or undertake the aforesaid job at its




Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

own costs and expenses **SHINE CONSTRUCTIONS**, having its registered place of business at 101 R.B Road, Kolkata-700049, represented its Sole Proprietor named **SRI ABHIJIT SAHA**[Pan no:CTCPS6817E],[AADHAA RNO:913470032118] son of Lt. Sunil Saha, by faith -Hindu , by occupation - Business, by nationality - Indian, residing at 101 R..B Road, P.s & P.o -Nimta Kolkata-700049 hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, executors, administrators, legal representative, successor -in-interest, office bearers for the time being in force and assigns),has proposed and undertake to do the aforesaid job.

Registered General Power of Attorney: For the smooth running of the said project, the said land owner has agreed to execute a registered General Power of Attorney after sanctioning of site plan from the concerned authority by which the Landowner herein has appointed and nominated Developer herein as her Constituted Attorney only for such development.

DEFINITION:

Building: shall mean multi storied building so to be constructed on the project property.

Common Facilities: shall mean entrance of the building, staircase, roof of the building, pump room, overhead water tank, water pump and motor and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

Saleable Space: shall mean the space within the building, which is to be available as an units / flats / garages, for independent use and occupation in respect of Owner's Allocation & Developers Allocation as mentioned in this Agreement.



Addl. District Sub-Registrar
Belghoria, 24 P.S. (N)

24 JUN 2024

Landowner consideration: shall mean the consideration against the project by the Owner, more fully described in Second Schedule hereunder written.

Developers consideration: shall mean all the remaining area of the proposed, multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is more fully described in Third Schedule written.

Architect / Engineer: shall mean such proper person or persons being appointed by the Developer.

Transfer: transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.

Building Plan: shall mean such plan or revised sanctioned plan for the construction of the Multi storied building, which will be sanctioned by the North DumDum Municipality in the name of the Landowner for construction of the building, including its modification and amenities and alterations.

Built Up Area (For any Individual Unit) : Here Built up area means the area of covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and percent area covered by the individual wall for the said unit.

Covered Area (For any Individual Unit) : Here covered area means total built up area for any unit plus proportionate share of stairs, lobby, lift areas.

LANDOWNER RIGHT & REPRESENTATION:

Indemnification regarding Possession & Delivery: The Landowner is now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developers to develop the project property.



Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

Free From Encumbrance: The Owner also indemnifies that the project property is free from all encumbrances and the Landowner have marketable title in respect of the said premises.

DEVELOPERS / PROMOTER'S RIGHTS:

Authority of Developers: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against the developer's allocation acquired right under this present agreement without creating any liabilities of the land owners.

Right of Construction: The Landowner hereby grants permission exclusive rights to the Developer to build new building upon the project property.

That amalgamation with the adjacent plot of lands North, South West or East side of the said premises is to be allowed by the owner for construction of multi storied building.

Construction Cost: The Developer shall carry total construction work of the present building at it's own costs and expenses. No liability on account of construction cost will be charged from the owner for the Owner's Allocation.

Sale Proceeds of Developer's Allocation: The Developers will take the sale proceeds of Developer's Allocation exclusively.

Booking & Agreement for Sale: Booking from intending purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developers and on behalf of the Landowner as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in it's own names but without creating any liability on the Owner.



Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

Selling Rate: The selling rate of the Developers Allocation will be fixed by the Developers without any permission or consultation with the Landowner.

Profit & Loss: The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Owner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

Possession to the Owner: On completion of the project, the Developer shall hand-over peaceful possession of the Owner's Allocation rights to the Owners with Possession Letters and will take release from the Owners

Possession to the intending purchaser: On completion of the project, the Developers shall hand over the possession first time to the Land owners Positively and thereafter to the intending purchasers. Possession Letters will be signed by the Developers as the representative and Power of Attorney holder of the Landowner.

Deed of Conveyance: The Deed of Conveyance in respect of the developer allocation will be signed by the Developers on behalf of and as representative and registered Power of Attorney Holder of the Landowner.

CONSIDERATION:

Permission against Consideration: The Landowner grants permission for exclusive right to construct the proposed building in consideration of Owner's Allocation to the Developer as per forth schedule written herein.

DEALING OF SPACE IN THE BUILDING:

Exclusive Power of Dealings of Landowner: The Landowner shall be entitled to transfer or otherwise deal with Owner's Allocation in the building and the Developers shall not in anyway interfere with or disturb the quiet and peaceful possession of the Owner's Allocation.

Exclusive Power of Dealings of Developers : The Developer shall have exclusive right to transfer any right, claim to the Developers Allocation in

the building and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developers Allocation.

POWER AND PROCEDURE:

To appear and represent before the authorities of North Dum Dum Municipality, CESC Ltd, Income Tax Department Authorities under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this present Development Agreement for Registration of flats and garage spaces of Developers Allocation.

To apply obtain, electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint proper Engineers, Architects and other agents and Sub-Contractor for the aforesaid purpose as the said attorney may think fit and proper.

To defend possession, manage and maintain the said premises including the building to be constructed thereon.

To sign, verify and file application, forms, building plans and revised building plans for multi storied building, documents and papers in respect of the said premises before North DumDum Municipality or before any other statutory authorities far the purpose of maintenance, protection, preservation and construction of a building over and above the said premises.

To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said premises and building on behalf of the Owner and in




Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

the name of the Owner as and when the same will become due and payable.

To enter in to any Agreement for Sale, Memorandum of Understanding and / or any other instrument and document in respect of flat/s, units and / or car parking spaces within Developers Allocation in the said new building in favour of the intending purchaser/s except the area to be retained by the Owner in terms of the Agreement for Development. To take finance/loan in the name of the Attorney and/or any nominated purchasers of the attorney from any financial concern by depositing and mortgaging flat/flats from Developers Allocation and to sign in the papers and documents for the said purpose.

To receive the consideration money in cash or by cheque / draft in the name of attorney from the intending purchaser or purchasers for sale or booking of flat/s or units or car parking spaces for the developer's allocation and shall grant receipts thereof and to give full discharge to the purchaser/s as lawful representatives.

To execute necessary Deeds of Conveyance in favors of the intending purchasers for flats, garages and car spaces within the Developer's Allocation by putting signature on behalf of the Owner and also to receive full and final consideration of the flats, garages and car spaces within the Developer's Allocation and giving discharge to the intending purchasers by issuing money receipts in the name of the attorney.

To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in the this present agreement as may be necessary for the purpose for sale of the flats / units and car parking spaces of the developer allocation in the said building over and above the said premises.



Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.

To sign, declare and / or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith.

That attorney will do all the necessary steps before the proper Registering Officer according to the condition mentioned in this present Agreement for Development.

For all or any of the purposes herein before stated and to appear and represent the Owner before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the present Development Agreement.

The attorney will do the aforesaid act, deed and things regarding development of the land mentioned in the schedule of the present Agreement for Development.

NEW BUILDING:

Completion of Project: The Developers shall at it's own costs construct and complete the proposed building with good and standard materials as may be specified by the Engineer of the Developers from time to time.

Installation of Common Amenities : The Developer shall install and erect at the building at Developers own cost and expenses, pump water, storage tank, overhead reservoir, electrification, install permanent Electric Transformer or meter, electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided therein of the residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.



Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

Architect Fees etc.: All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.

Municipal Taxes & Other Taxes of the Property: The Developer shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property up to the date of this agreement and the same to be continuing by the Developer till the date of completion of the construction and allocation and the owner shall have no responsibility for the same.

From the date of completion and allocation of the floor area between the Landowner and the Developers the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developers and / or his nominees and the Landowner and / or his nominee / nominees respectively.

Upkeep Repair & Maintenance : Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and Fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

PROCEDURE OF DELIVERY OF POSSESSION TO OWNER:

Delivery of Possession: As soon as the building is completed, the Developers shall give written notice to the Landowner requiring the Landowner to take possession of the Owner's Allocation in the building and certificate of the Architect / L.B.S or the Municipality being provided to that effect.

Payment of Municipal Taxes: After 30 days from the date of service of such notice and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter



Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

for the sake of brevity referred to as 'the said rates') payable in respect of the Owners' Allocation only.

Share of Common Expenses & Amenities : As and from the date of delivery of possession, the Landowner shall also be responsible to pay and bear and shall pay to the Developer / Flat Owner's Association, the service charges for the common facilities in the new building payable in respect of the Owner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

COMMON RESTRICTION:

Restriction of Owner and Developer in common : The Owner's Allocation in the building shall be subject at to the same restriction and use as are applicable to the Developers Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

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

Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.



[Handwritten signature]

Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to terms and conditions on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking; to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

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

The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of his/their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.

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

Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

The Landowner shall permit the Developers and its servants and agents with or without workman and other at all reasonable times to enter into and upon their Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the




Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

OWNERS' OBLIGATION:

No Interference:

The Landowner hereby agrees and covenant with the Developers:

Not to cause any interference or hindrance in the construction of the building by the Developers as per sanction plan, not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer allocated portion in the building.

Not to let out, grant, lease, mortgage and / or charge the said property or any portion thereof without the consent in writing of the Developers during the period of construction.

DEVELOPERS OBLIGATIONS:

Time Schedule of Handing over Owner's Allocation: The Developers hereby agrees and covenants with the Landowner to handover Owner's Allocation within **36(thirty Six)** months from the date of getting sanctioned building plan from appropriate authority. The Owner also permit a grace period of 6 (Six) months more to deliver the Owner's Allocation in the proposed building.

No Violation: The Developers hereby agrees and covenant with the Landowner not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

Not to do any act, deed or thing, whereby the Landowner shall be prevented from enjoying, selling, assigning and / or disposing of any Owner's Allocation in the building at the said premises vice versa.

OWNER'S INDEMNITY :




Addl. District Sub-Registrar
Belghoria, 24 Pos. (N)

24 JUN 2024

Indemnity : The Landowner hereby undertake that, the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developers perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

It is also stated herein by the land owner that she will removed the structure standing on the said subjected land fully within 3(three) months from the date of sanctioned of said site plan from concerned authority at the costs and expenses of the owner.

DEVELOPERS INDEMNITY:

The Developer hereby undertake to keep the Landowner Indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developers in relation to the construction of the said building.

Against all actions, suits, costs, proceedings and claims that may arise out of the Developers actions with regard to the development of the said premises and / or for any defect therein.

MISCELLANEOUS:

Contract Not Partnership: The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

Not specified Premises: It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific



[Handwritten signature]

Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

provisions may not have been mentioned herein. The Landowner hereby undertake to do all such legal acts, deeds, matters and things as

FORCE MAJEURE: The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majors and shall be suspended from the obligations during the duration of the force major. Force major shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

JURISDICTION:

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

THE FIRST SCHEDULE ABOVE REFERRED TO:-

(Description of Entire land)

ALL THAT piece and parcel of total land measuring 11 cottashs 15 chittacks 00 sqft more or less, comprised in R.S /L.R DAG NO :2813,2796/3722,2796/3726 RS Khatian No 778& 1019 corresponding L.R Khatian No . 4838 laying and situated at Mouza Uttar Nimta , Touzi No.172 within the jurisdiction of Nimta police station , within the local limit of North DumDum Municipality, being Municipal Ward No 12 in Holding No. 63(18) R.B Road Kolkata-700049 the District North 24 Parganas, within the jurisdiction of A.D.S.R. Belghoria in the District North 24 Parganas more fully and the said land is butted and bounded as follows :-

ON THE NORTH	:	BY Other land
ON THE SOUTH	:	BY Other land
ON THE EAST	:	R.B. ROAD and Land of Sagnik das
ON THE WEST	:	Land of Haridas Bandhopadhyia



[Handwritten signature]

Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER ALLOCATION: The Owner Allocation shall be allotted as follows: -

The Owners shall be entitle get **30%** super built up area in each floor of the building on owner plot according to the Sanction plan of the proposed building. Other than the said **30%** of the total constructed spaces herein above stated the land owner herein shall not claim anything from the Developer herein.

The owner at first handover **2100sft** area out of his **30%** of owner's allocation area to the said developer .

The owners will be getting the said flats in habitable condition with proportionate share of the land, the said property together with the undivided, proportionate and impartibly share of land with facilities as mentioned in the Fourth Schedule hereunder written.

It is settled that on agreement, the Owner will give identical possession of existing land and also registered Power of Attorney in favors of the Developers for acting in accordance with the clauses and powers delivered to the Developers by the Landowner. The Landowner will also give permission to amalgamate his plot with other neighbor plots.

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

DEVELOPERSALLOCATION : shall mean all the remaining portion of the entire building (excluding Owner's Allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developers after providing the Owner's Allocation as aforesaid and together with the absolute right of the part of the Developers to enter into agreement for sale with intending purchaser , by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute owner thereof.



[Handwritten signature]

Addl. District Sub-Registrar
Balghoria, 24 Pgs. (N)

24 JUN 2024

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specifications)

Structure: Building designed with R.C.C. frame structure which based on individual column, design approved by the competent authority.

External Wall: 8" thick brick wall and plastered with cement mortar. 5" thick brick wall and plastered with cement mortar for bathrooms & kitchen.

Internal Wall: 5" & 3" thick brick wall and plastered with cement mortar.

FLOORING : Flooring is of Vitrified tiles with 6" skirting.

BATH ROOM: Bath room fitted up to door level with white glazed tiles of standard brand.

KITCHEN: Cooking platform and sink with tap will be of black stone 2'-6" height glazed white tiles above the platform to protect the oil spot.

TOILET: One toilet of Indian type with white pan, and other toilet of Western type white commode of standard brand with standard P.V.C. Cistern. All fittings are in standard type. One hand wash basin of standard brand is in dining space of the flat.

DOORS: All doors are Sal Wood frame & flush doors. **WINDOWS:** Aluminum sliding window. **WATER SUPPLY:** Water supply around the clock (24 hours) is assured for which necessary Submersible Pump will be installed. **PLUMBING:** Toilet concealed wiring with two bib cock, one shower, in toilet, all fittings are good quality.

ELECTRICAL WORKS:

Full concealed wiring with copper wire. The switches of the electrical goods are Standard Quality. A) In Bed room: Two light points, one 5 amp. Plug point, one fan point. B) Living/dining room: Two light points, one Fan point, two 5 amp. plugs, two 15 amp. Plug points (as per required location). C) Kitchen: One light point, one exhaust fan point and one 15 amp. plug point. D) Toilet: One light point, one 15 amp. Plug point & one exhaust fan point. E) Verandah: One light point & One 5 amp. Plug point. F) One light point at main entrance. G) Calling bell: One calling bell point at the main entrance.

EXTRA WORK: Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.



Addl. District Sub-Registrar
Balghoria, 24 Pgs. (N)

24 JUN 2024

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

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata in the presence of:

1. Sanjay Ghosh
of 31 Panna Road
Nimta Kal - 48

2. Pradeep
17/12 S.P.G.
Dey, Ed 1/8/3

Abhijit Mukhopadhyay.
SIGNATURE OF THE LAND OWNER

SHINE CONSTRUCTIONS

Abhijit Saha
Proprietor

Drafted and Explained by:

Subhasish Saha.
(Subhasish Saha)

Advocate

(F/1591/2008)

(High Court)

SIGNATURE OF THE DEVELOPERS





Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024

SIGNATURE OF THE
PRESENTANT /
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

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

N.B.- L.H. BOX – SMALL TO THUMB PRINTS
R.H. BOX – THUMB TO SMALL PRINTS

	LH					
	RH					

ATTESTED :-

Abhijit Mukhopadhyay

	LH					
	RH					

ATTESTED :-

Abhijit Sahu

PHOTO	LH					
	RH					

ATTESTED:-




Addl. District Sub-Registrar
Belghoria, 24 Pgs. (iv)

24 JUN 2024



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



230620242008979425

GRIPS Payment Detail

GRIPS Payment ID:	230620242008979425	Payment Init. Date:	23/06/2024 21:59:05
Total Amount:	9941	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	5866371912426	BRN Date:	23/06/2024 21:59:29
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr ABHIJIT SAHA
Mobile: 9903553202

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250089794268	Directorate of Registration & Stamp Revenue	9941
Total			9941

IN WORDS: NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192024250089794268

GRN Details

GRN:	192024250089794268	Payment Mode:	SBI Epay
GRN Date:	23/06/2024 21:59:05	Bank/Gateway:	SBIePay Payment Gateway
BRN :	5866371912426	BRN Date:	23/06/2024 21:59:29
Gateway Ref ID:	2911150686	Method:	IDBI Bank-Retail NB
GRIPS Payment ID:	230620242008979425	Payment Init. Date:	23/06/2024 21:59:05
Payment Status:	Successful	Payment Ref. No:	2001496929/5/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr ABHIJIT SAHA
Address:	Nimta
Mobile:	9903553202
Period From (dd/mm/yyyy):	23/06/2024
Period To (dd/mm/yyyy):	23/06/2024
Payment Ref ID:	2001496929/5/2024
Dept Ref ID/DRN:	2001496929/5/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001496929/5/2024	Property Registration- Stamp duty	0030-02-103-003-02	9920
2	2001496929/5/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				9941

IN WORDS: NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

PAID

Major Information of the Deed

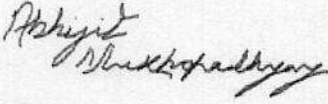
Deed No :	I-1526-02818/2024	Date of Registration	24/06/2024
Query No / Year	1526-2001496929/2024	Office where deed is registered	
Query Date	18/06/2024 6:14:06 PM	A.D.S.R. Belghoria, District: North 24-Parganas	
Applicant Name, Address & Other Details	SWAPNA SARKAR MOHINI MILL QUARER, Thana : Nimta, District : North 24-Parganas, WEST BENGAL, PIN - 700083, Mobile No. : 9674521699, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 75,20,616/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Nimta, Municipality: NORTH DUM DUM, Road: Rishi Bankim Road, Mouza: Uttar Nimta, JI No: 0, Pin Code : 700049

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2813 (RS :-)	LR-4838	Bastu	Shali	4 Katha	1/-	25,19,997/-	Property is on Road Adjacent to Metal Road,
L2	LR-2796/3726 (RS :-)	LR-4838	Bastu	Shali	3 Katha 15 Chatak	1/-	24,80,622/-	Property is on Road
L3	LR-2796/3722 (RS :-)	LR-4838	Bastu	Shali	4 Katha	1/-	25,19,997/-	Property is on Road
		TOTAL :			19.6969Dec	3 /-	75,20,616 /-	
	Grand Total :				19.6969Dec	3 /-	75,20,616 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ABHIJIT MUKHOPADHYAY Son of Late AMRITA LAL MUKHERJEE Executed by: Self, Date of Execution: 24/06/2024 , Admitted by: Self, Date of Admission: 24/06/2024 ,Place : Office		 Captured	
		24/06/2024	LTI 24/06/2024	24/06/2024
	KANAI LAL AVENUE, SARISAPARA, City:- , P.O:- CHANDAN NAGAR, P.S:-Chandannagar, District:- Hooghly, West Bengal, India, PIN:- 712136 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.: BOxxxxxx7P, Aadhaar No: 85xxxxxxxx7344, Status :Individual, Executed by: Self, Date of Execution: 24/06/2024 , Admitted by: Self, Date of Admission: 24/06/2024 ,Place : Office			

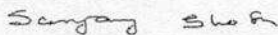
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SHINE CONSTRUCTIONS 101 R.B. ROAD, City:- , P.O:- NIMTA, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049 Date of Incorporation:XX-XX-1XX5 , PAN No.: CTxxxxxx7E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ABHIJIT SAHA (Presentant) Son of Late SUNIL SAHA Date of Execution - 24/06/2024, , Admitted by: Self, Date of Admission: 24/06/2024, Place of Admission of Execution: Office		 Captured	
		Jun 24 2024 11:56AM	LTI 24/06/2024	24/06/2024
	101 R.B. ROAD, City:- , P.O:- NIMTA, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: CTxxxxxx7E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SHINE CONSTRUCTIONS (as SOLE PROPRIETARY)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SANJOY GHOSH Son of Late DHARANIDHAR GHOSH PATNA, City:- , P.O:- NIMTA, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049		 Captured	
	24/06/2024	24/06/2024	24/06/2024
Identifier Of Mr ABHIJIT MUKHOPADHYAY, Mr ABHIJIT SAHA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ABHIJIT MUKHOPADHYAY	SHINE CONSTRUCTIONS-6.6 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr ABHIJIT MUKHOPADHYAY	SHINE CONSTRUCTIONS-6.49687 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr ABHIJIT MUKHOPADHYAY	SHINE CONSTRUCTIONS-6.6 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Nimta, Municipality: NORTH DUM DUM, Road: Rishi Bankim Road, Mouza: Uttar Nimta, JI No: 0, Pin Code : 700049

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2813, LR Khatian No:- 4838	Owner:অভিজিত মুখোপাধ্যায়, Gurdian:অমৃতলাল , Address:নিজ , Classification:শালি, Area:0.02000000 Acre,	Mr ABHIJIT MUKHOPADHYAY
L2	LR Plot No:- 2796/3726, LR Khatian No:- 4838	Owner:অভিজিত মুখোপাধ্যায়, Gurdian:অমৃতলাল , Address:নিজ , Classification:শালি, Area:0.12000000 Acre,	Mr ABHIJIT MUKHOPADHYAY
L3	LR Plot No:- 2796/3722, LR Khatian No:- 4838	Owner:অভিজিত মুখোপাধ্যায়, Gurdian:অমৃতলাল , Address:নিজ , Classification:শালি, Area:0.05000000 Acre,	Mr ABHIJIT MUKHOPADHYAY

Endorsement For Deed Number : I - 152602818 / 2024

On 24-06-2024

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.

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

Presented for registration at 10:59 hrs on 24-06-2024, at the Office of the A.D.S.R. Belghoria by Mr ABHIJIT SAHA ,.

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 75,20,616/-

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

Execution is admitted on 24/06/2024 by Mr ABHIJIT MUKHOPADHYAY, Son of Late AMRITA LAL MUKHERJEE, KANAI LAL AVENUE, SARISAPARA, P.O: CHANDAN NAGAR, Thana: Chandannagar, , Hooghly, WEST BENGAL, India, PIN - 712136, by caste Hindu, by Profession Service

Indetified by Mr SANJOY GHOSH, , , Son of Late DHARANIDHAR GHOSH, PATNA, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

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

Execution is admitted on 24-06-2024 by Mr ABHIJIT SAHA, SOLE PROPRIETORY, SHINE CONSTRUCTIONS (Sole Proprietorship), 101 R.B. ROAD, City:- , P.O:- NIMTA, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049

Indetified by Mr SANJOY GHOSH, , , Son of Late DHARANIDHAR GHOSH, PATNA, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/06/2024 9:59PM with Govt. Ref. No: 192024250089794268 on 23-06-2024, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 5866371912426 on 23-06-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1893, Amount: Rs.100.00/-, Date of Purchase: 18/06/2024, Vendor name: Ranjita Paul

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/06/2024 9:59PM with Govt. Ref. No: 192024250089794268 on 23-06-2024, Amount Rs: 9,920/-, Bank: SBI EPay (SBlePay), Ref. No. 5866371912426 on 23-06-2024, Head of Account 0030-02-103-003-02



Sougata Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2024, Page from 83526 to 83556
being No 152602818 for the year 2024.



Sou

Digitally signed by SOUGATA DAS
Date: 2024.06.26 15:58:02 +05:30
Reason: Digital Signing of Deed.

(Sougata Das) 26/06/2024

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
West Bengal.