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Certified that the document in admitted
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and endorsement sheets attached to
the document are the part of the
document.

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

- 4 JUL 2024

DEVELOPMENT

AGREEMENT

[Signature]

ক্রমিক নং ১৪৭/ তারিখ ১৪-০৬-২৪

মূল্য : ১০০

ক্রেতা :

সিকানা :

ভেণ্ডার : Rosfita Pan

লাইসেন্স নং : ১০০

কাশিপুর মহানগর পৌরসভা, এস. আর. অফিস

বি

ভেণ্ডারের নাম : রঞ্জিতা পাল

ক্রয়কারীর নাম :- ন্যাঃ

ভিডিও : ১০০

স্ট্যাম্প খরদের তারিখ ১-৭-২০২৪

এ টি.ভি. নং মোট কত টাকার

স্ট্যাম্প খরিদ করা হইয়াছে।



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- 4 JUL 2024

Subharish Sch
Adv
High Court

04/07/2024
Date: 04/07/2024

Place : Kolkata

Parties :

PANU RANJAN DAS [Panno:BHSPD6382C], [AADHAARNO:937294149937] son of Late Nityananda Das , by nationality Indian by faith Hindu, residing at Rishi Bankim Road , Nimta P.O-Birati P.s- Nimta Pin-700049, 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**

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.





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Project Property:

ALL THAT piece and parcel of land measuring **2 cottashs 15 chittacks 13 sqft** more or less, comprising in L.R Dag No 2796 under L.R khatian No.5039, 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 Holding No. 66(1) Rishi Bankim Road (R.B Road) 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.

Background, Representations, Warranties and Covenants :

1. One SANTI RAMA DAS is the sole owner and possessor of a plot of land measuring an area of was 10 cottashs 15 chittacks 00 sqft comprising in Dag No 2796 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 MADAN MOHON DAS by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore and recorded in book no1, volume no 67, pages 125 to 128 , being no 4199 for the year 1956, against valuable consideration mentioned thereon.
2. Since there is purchase as above, the SANTI RAMA DAS as the absolute owner of the said 10 cottashs 15 chittacks 00 sqft more or less, land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.
3. The said SANTI RAMA DAS and Other herein agreed to sell and the purchaser PANU RANJAN DAS agreed to purchase land measuring 2 cottahs 15(eight) chittacks 13 sqft out of the said 10 cottashs 15 chittacks 00 sqft comprising in Dag No 2796 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






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District North 24 Parganas, Kolkata-700049, by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore Dum Dum and recorded in book No.1, volume No. 84, pages 329 to 334 , being No.03627 for the year 1999, on 02/07/1998 against valuable consideration .

4. The said PANU RANJAN DAS gift 2 cottahs 15(eight) chittacks 13 sqft more or less to his brother BIJOY RANJAN DAS, by the strength of a Registered Deed of Gift, registered on 05/02/2008, in the office of the D.S.R.-1 Office, and recorded in Book No. I, CD Volume No. 1501-2016, Pages 17930 to 17946 , Being No. 0656, in the year 2016, on 28/01/2016 against love affection mentioned thereon.
5. That the virtue of above Gift Deed the said BIJOY RANJAN DAS is the absolute owner and possessor of plots of Bastu land total 2 cottahs 15(eight) chittacks 13 sqft more or less land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.
6. The said BIJOY RANJAN DAS gift 2 cottahs 15(eight) chittacks 13 sqft more or less to his brother PANU RANJAN DAS, by the strength of a Registered Deed of Gift, registered on 05/02/2008, in the office of the A.D.S.R. Office Belghoria , and recorded in Book No. I, CD Volume No. 1526-2019, Pages 46499 to 46522 , Being No. 152601415, in the year 2019, on 04/01/2019 against love affection mentioned thereon.
7. Thus on this basis of the aforesaid facts and circumstances the said above mention PANU RANJAN DAS became the absolute owner of the aforesaid land measuring 2 cottahs 15(eight) chittacks 13 sqft.

Desire of the Development of the land & Acceptance:

The present land owner intend to develop the land measuring an area **2 cottahs 15 chittacks 13 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 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], [AADHAARNO: 913470032118]** son of Lt. Sunil

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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.

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.

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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 plus proportionate share of stairs, lift, lobby 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.

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.




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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.

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.




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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.




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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 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.

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



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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 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.

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.

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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 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.






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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.

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



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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 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 register agreement. The Owner also permit a grace period of 6 (Six) months more to deliver the Owner's Allocation in the proposed building. If developer fail to handover Owner's Allocation above said time the developer pay Rs **5,00,000/-**(five lakh only) per month as penalty compensation.

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.

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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 :

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




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Landowner related to which specific 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 **2cottahs15 chittacks 13 sqft** more or less, along with Pacca structure measuring 200 sqft comprised L.R Dag No 2796 under L.R khatian No.5039 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.66/1 RISHI BANKIM ROAD (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 Property
ON THE SOUTH	:	BY Other Property
ON THE EAST	:	BY R.B. ROAD
ON THE WEST	:	BY Other Property

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THE SECOND SCHEDULE ABOVE REFERRED TO

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

The Owners shall be entitle get **3300sft** buildup area a little more or less as follows:

- 1.The Land Owners will get **one 3BHK flat which measuring 966sft** buildup area a little more or less on **1st floor** of the said proposed building as per sanction plan.&
- 2.The Land Owners will get **one 3BHK flat which measuring 966sft** buildup area a little more or less on **2nd floor** of the said proposed building as per sanction plan.&
3. The Land Owners will get **one 3BHK flat which measuring 968sft** buildup area a little more or less each on **3rd floor** of the said proposed building as per sanction plan.
4. The Land Owners will get **CAR PARKING SPACE** which measuring **400sft** buildup area a little more or less on **Ground floor** of the said proposed building as per sanction plan

Other than the said **2900 sft** flat and **400sft** buildup area car parking of the total constructed spaces herein above stated the land owner herein shall not claim anything from the Developer herein.

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 her 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.



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THE FOURTH SCHEDULE ABOVE REFERRED TO

Specification of work:

- A) **Structure:** Building designed with R.C.C. frame structure which based on individual column, design approved by the competent authority.
- B) **External Wall:** 8" thick aac block wall and plastered with cement mortar. 5" thick brick wall and plastered with cement mortar for bathrooms & kitchen.
- C) **Internal Wall:** 4" thick aac block wall and plastered with cement mortar.
- D) **Flooring:** Flooring will be made of standard tiles (all bed rooms, drawings, drawings, dining space and verandah).
- E) **Bathroom:** We will provide one commode, Bathroom fitted up 6'-0" height with Glazed tiles of standard brand. Bath room floor standard tiles.
- F) **Kitchen:** Cooking platform will be black stone (6'x 21") and sink will be steel set with one cock and 2'-6" height glazed tiles above the platform to protect the oil spot and flooring standard tiles.
- G) **Doors:** All doors frame are wooden except bathroom. Bathroom frame will be of PVC. All Doors' will be flash door (including main door) except bathroom door which will be of PVC. You will be provided with one flash lock, one hash bolt, one eyehole, one stopper, one buffer on the main door.
- H) **Window:** Window's will be Aluminum sliding (1.2mm fream) with 3.5mm glass panel of standard quality.
- I) **Water Supply:** Water supply around the clock is assured for which necessary submersible will be installed.

Heh



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

- 4 JUL 2024

J) **Plumbing:** You will be provided with total concealed wiring with P.V.C. pipes and G.I. fittings of standard quality.

K) **Balcony:** Balcony will be (Half Grill made by Stainless Steel) up to 3" height from the floor.

L) **Electric Work :**

Full concealed wiring with copper conduit.

In Bed Rooms: 2 light points, 1 fan point & 1(one) 5 amp. Plug point, each bed room, **Living & Dining Room:** 4 light points, 2 fan points, one 5 amp. Plug point, 1 no. 15 amps. Plug points, **Kitchen:** 1 light points, 1 fan point, **Toilet:** 1 light point, 1 fan point, **Balcony:** 1 light point, **Main Entrance** : 1 light point and 1 calling bell point at the main entrance, **Ac Point:** 1 AC point will provided by us.

M) **Lift:** Automatic lift

N) **Roof:** Top roof will be finished by cemented.

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




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

- 4 JUL 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 36 Patra Rms
Orimta Kail - 49

Parne Ranjan Das.

2. Prasen Chatterjee
15/12 56 Chatterjee Rd
1/11/13

SIGNATURE OF THE LAND OWNER

SHINE CONSTRUCTION

Abhishek 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)

- 4 JUL 2024

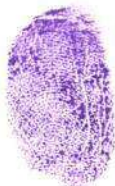
SIGNATURE OF THE
PRESENTANT /
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

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 :-

Pasru Ranjan Das

	LH					
	RH					

ATTESTED :-

Abhishek Sahu

PHOTO	LH					
	RH					

ATTESTED:-



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

- 4 JUL 2024



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



040720242010447721

GRIPS Payment Detail

GRIPS Payment ID:	040720242010447721	Payment Init. Date:	04/07/2024 11:34:48
Total Amount:	4941	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	0363720204325	BRN Date:	04/07/2024 11:35:04
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

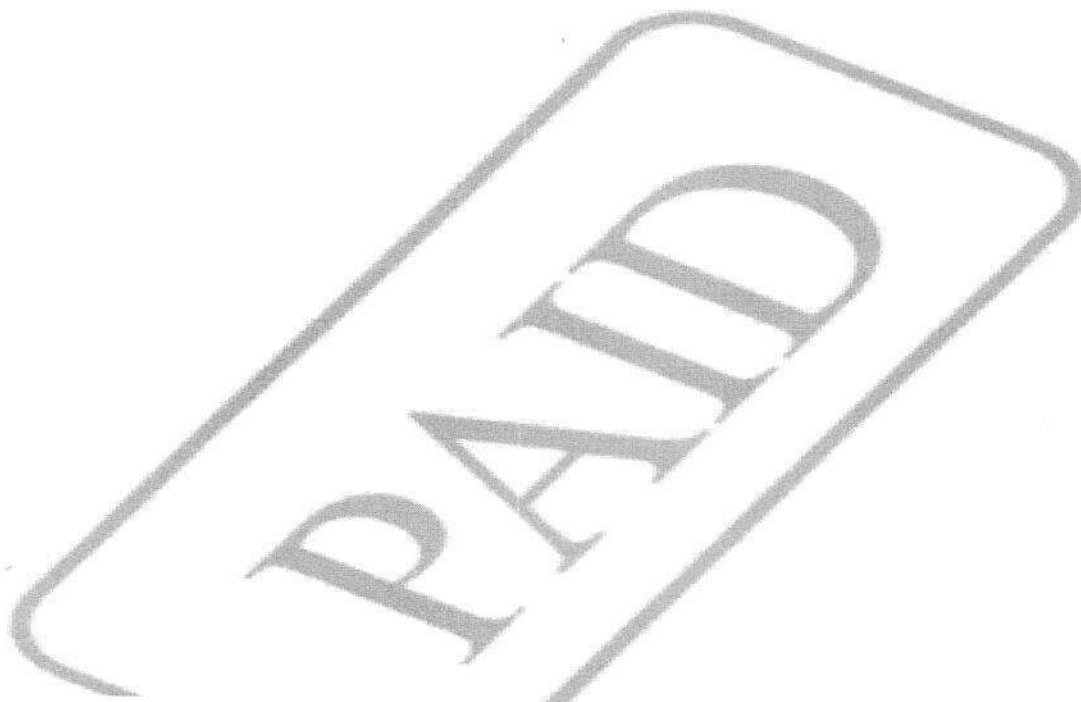
Depositor's Name: Mr ABHIJIT SAHA
Mobile: 9836627135

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250104477228	Directorate of Registration & Stamp Revenue	4941
Total			4941

IN WORDS: FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

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





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



192024250104477228

GRN Details

GRN:	192024250104477228	Payment Mode:	SBI Epay
GRN Date:	04/07/2024 11:34:48	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0363720204325	BRN Date:	04/07/2024 11:35:04
Gateway Ref ID:	2913155342	Method:	IDBI Bank-Retail NB
GRIPS Payment ID:	040720242010447721	Payment Init. Date:	04/07/2024 11:34:48
Payment Status:	Successful	Payment Ref. No:	2001703995/7/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr ABHIJIT SAHA
Address:	RB ROAD
Mobile:	9836627135
Period From (dd/mm/yyyy):	04/07/2024
Period To (dd/mm/yyyy):	04/07/2024
Payment Ref ID:	2001703995/7/2024
Dept Ref ID/DRN:	2001703995/7/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001703995/7/2024	Property Registration- Stamp duty	0030-02-103-003-02	4920
2	2001703995/7/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				4941

IN WORDS: FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

PAID

Major Information of the Deed

Deed No :	I-1526-03033/2024	Date of Registration	04/07/2024
Query No / Year	1526-2001703995/2024	Office where deed is registered	
Query Date	04/07/2024 11:27:21 AM	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. 2/-		Rs. 22,18,887/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 5,020/- (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 :

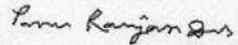
District: North 24-Parganas, P.S:- Nimta, Municipality: NORTH DUM DUM, Road: Rishi Bankim Road, Mouza: Uttar Nimta, JI No: 0, Pin Code : 700049

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-2796 (RS :-)	LR-5039	Bastu	Bastu	2 Katha 15 Chatak 13 Sq Ft	1/-	20,68,887/-	Property is on Road Adjacent to Metal Road,
Grand Total :					4.8767Dec	1 /-	20,68,887 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	1,50,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr PANU RANJAN DAS Son of Late NITYANANDA DAS Executed by: Self, Date of Execution: 04/07/2024 , Admitted by: Self, Date of Admission: 04/07/2024 ,Place : Office	Photo  04/07/2024	Finger Print  LTI 04/07/2024	Signature  04/07/2024
RISHI BANKIM ROAD, City:- , P.O:- BIRATI, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.: BHxxxxxx2C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/07/2024 , Admitted by: Self, Date of Admission: 04/07/2024 ,Place : Office				

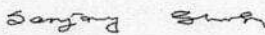
Developer Details :

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 , 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 Mr ABHIJIT SAHA (Presentant) Son of Late SUNIL SAHA Date of Execution - 04/07/2024 , , Admitted by: Self, Date of Admission: 04/07/2024, Place of Admission of Execution: Office	Photo  Jul 4 2024 2:03PM	Finger Print  LTI 04/07/2024	Signature  04/07/2024
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	
	04/07/2024	04/07/2024	04/07/2024
Identifier Of Mr PANU RANJAN DAS, Mr ABHIJIT SAHA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr PANU RANJAN DAS	SHINE CONSTRUCTIONS-4.87667 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr PANU RANJAN DAS	SHINE CONSTRUCTIONS-200.00000000 Sq Ft

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:- 2796, LR Khatian No:- 5039	Owner:পানু রজন দাস, Gurdian:মিত্যানন্দ দাস, Address:মিজ , Classification:শালি, Area:0.05000000 Acre,	Mr PANU RANJAN DAS

Endorsement For Deed Number : I - 152603033 / 2024

On 04-07-2024

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 12:56 hrs on 04-07-2024, 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 22,18,887/-

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

Execution is admitted on 04/07/2024 by Mr PANU RANJAN DAS, Son of Late NITYANANDA DAS, RISHI BANKIM ROAD, P.O: BIRATI, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by Profession Others

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 04-07-2024 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 04/07/2024 11:35AM with Govt. Ref. No: 192024250104477228 on 04-07-2024, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 0363720204325 on 04-07-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,920/-

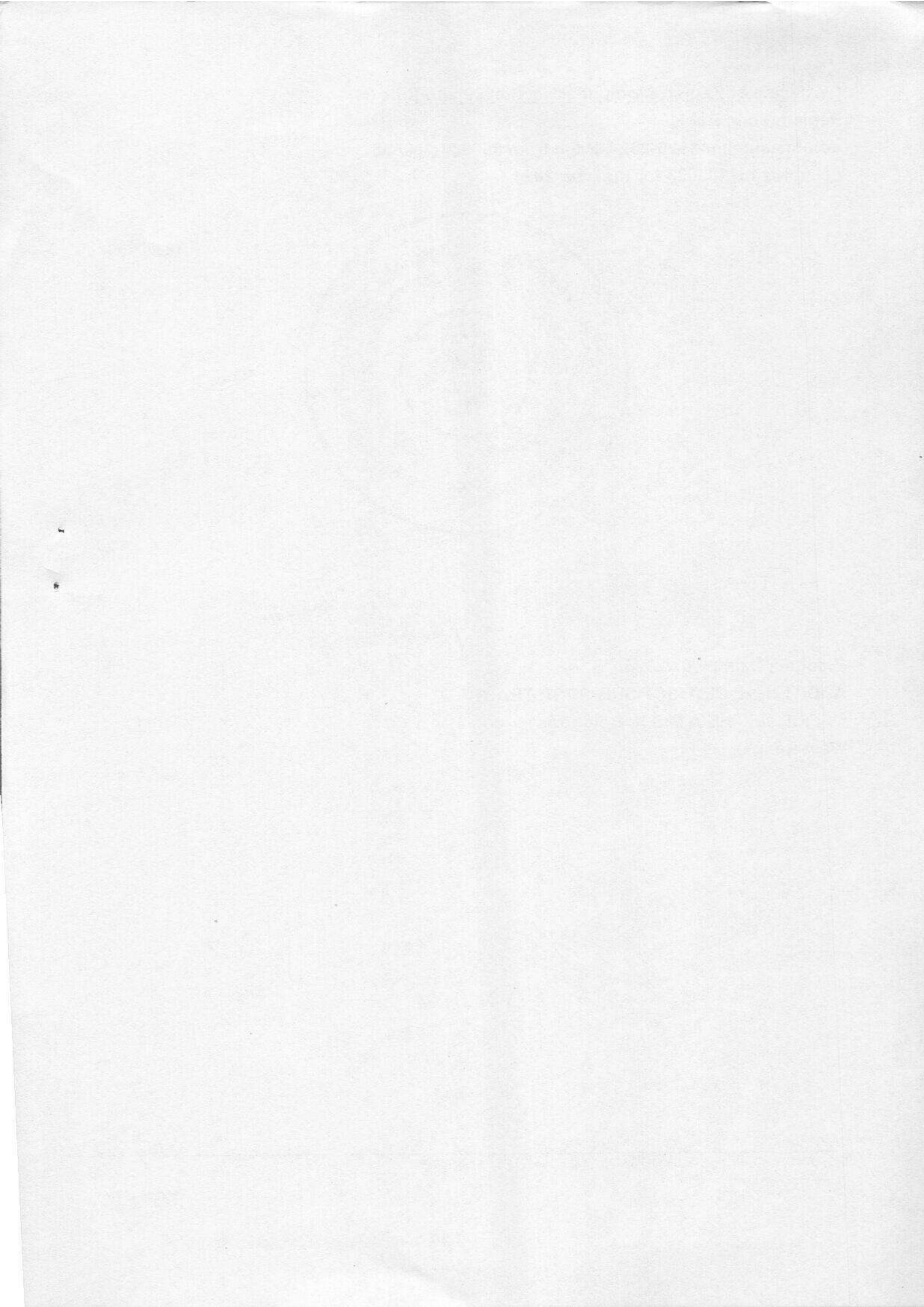
Description of Stamp

1. Stamp: Type: Impressed, Serial no 1891, 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 04/07/2024 11:35AM with Govt. Ref. No: 192024250104477228 on 04-07-2024, Amount Rs: 4,920/-, Bank: SBI EPay (SBlePay), Ref. No. 0363720204325 on 04-07-2024, 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 89638 to 89666
being No 152603033 for the year 2024.**



SouG

Digitally signed by SOUGATA DAS
Date: 2024.07.09 12:33:47 +05:30
Reason: Digital Signing of Deed.

(Sougata Das) 09/07/2024

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