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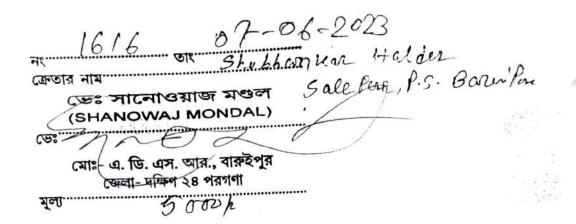
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Addl. District Sub-Registrar Baruipur, South 24 Parganas

1 2 JUN 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 8th day of June 2023 (Two Thousand Twenty Three) BETWEEN





Sub-Registre

1 2 JUN 2023

sof-late Sonil Kumar Das Moderat, P.S. Bazufu

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1) SHRI SHUBHANKAR HALDER, PAN - AIZPH5778F, Aadhaar - 5369 4908 3561, Mobile No. - 8337081190, son of Shri Madan Halder, by occupation - Service, 2) SMT SHIPRA MONDAL, PAN -BZLPM3059A, Aadhaar - 4372 6691 9974, Mobile No. - 9062434359, by occupation - Housewife, wife of Shri Chandra Sekhar Mondal, both by faith Hindu, both residing at Salepur, P.O. & P.S.- Baruipur, Dist - South 24 Parganas, Kolkata-700144, here-in-after referred to as the "OWNERS" (which expression shall unless be excluded by or repugnant to the context may deem to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART.

AND

ASTHA PROPERTIES, PAN - AWNPB3728P, Mobile No. - 9804455552, having its registered office Shasan Biswas Para, Ward No. 9, P.O. & P.S.- Baruipur, Dist. South 24 Parganas. Kolkata - 700144, represented by its sole proprietor SMT. SOMA BISWAS, PAN - AWNPB3728P, Aadhaar - 8868 9602 5175, Mobile No. - 9804455552, wife of Shri Tapas Kumar Biswas, by occupation - Business, residing at Shasan Biswas Para, Ward No. 9, P.O. & P.S.- Baruipur, Dist. South 24 referred the hereinafter to as Kolkata 700144, Parganas. "DEVELOPER/PROMOTER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors, legal representatives and assigns) of the OTHER PART.

WHEREAS the land comprised in R.S. Dag No. 30/549, under R.S. Khatian No. 288 of Mouza - Salepur, J.L. No. 33, within the limit of Hariharpur Gram Panchayet, P.S.-Baruipur, Dist. South 24 Parganas, originally belonged to Bhushan Chandra Das having 16 annas share and his name was duly and correctly recorded in R.S.R.O.R & L.R.R.O.R.



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1 2 JUN 2023

AND WHEREAS the said Bhushan Chandra Das was seized and possessed of and otherwise sufficiently entitled to the property who died leaving behind him four sons namely Tarak Chandra Das, Bhola Nath Das, Sambhu Nath Das, Sankar Das and three daughters namely Kamala Halder, Amala Mondal and Bimala Naskar as his legal heirs and successors.

AND WHEREAS the said heirs of Bhushan Chandra Das i.e. Tarak Chandra Das, Bhola Nath Das, Sambhu Nath Das, Sankar Das, Kamala Halder, Amala Mondal and Bimala Naskar inherited the property as heirs left by Bhusan Chandra Das and thereafter for better and useful enjoyment, they executed and registered a partition deed amicably partitioned their ejmal property on 19.02.1992 and the said partition Deed was registered in the office of Baruipur Sub-Registrar and entered in Book No. 1, Volume No. 28, page No. 449 to 460, being No. 2449 for the year 1992. In terms of the said partition deed Tarak Chandra Das got the land measuring 4.50 decimals comprised in R.S. & L.R. Dag No. 30/549 including other properties as described and mentioned in Schedule 'Gha' property of the said partition deed as shown and delineated letter 'B' of partition plan.

AND WHEREAS the said Tarak Chandra Das by virtue of registered deed of gift transferred the said land measuring 2.10 decimals in favour of owner no. 1. Shubhankar Halder and land measuring 1.90 decimals in favour of owner no. 2. Shipra Mondal, land measuring 04 decimals including 0.50 decimals passage measuring 4.50 decimals on 19.05.2010 and the said deed was registered at the office of Baruipur A.D.S.R. and entered in Book No. 1, CD Volume No. 12, page No. 3272 to 3285, being No. 03960 for the year 2010.

AND WHEREAS on the basis of gift the Owner No. - 1, Shubhankar Halder became owner of land measuring 2.10 decimals and Owner No. - 2, Shipra Mondal became owner of land measuring 1.90 decimals, equal to 04 decimals total land including passage measuring 4.50 decimals of R.S. & L.R. Dag No. 30/549 recorded their name in L.R. Khatian No. 2414 & 1892 and they have been in peaceful Khas possession and exercising their various acts of possession of their gifted property.

AND WHEREAS on the basis of said record the said Owner No. - 1, Shubhankar Halder and Owner No. - 2, Shipra Mondal became the absolute owners and occupier of the aforesaid land measuring 04 decimals including 0.50 decimals passage.

AND WHEREAS the Owners are being seized and possessed of the said land measuring 4.50 decimals including passage free from all encumbrance have decided to develop their property through an experience suitable Developer for raising construction of multi-storied building comprise of several flats, shops and car parking spaces.

AND WHEREAS the party of the Other Part i.e. the Developer is carrying on business of such promotion, development and construction of multi-storied building.

AND WHEREAS the owners approached to the Developer to promote and develop the said property by construction of building according to sanction building plan of the land as fully described in the Schedule 'A' hereunder complying all statutory norms according to building plan sanctioned by the Hariharpur Gram Panchayet/Zila Parishad, the Developer shall prepare a building plan at its own cost and submitted the name to the concern authority for its approval.



AND WHEREAS for the purpose of construction of the said two plots including passage as owner of the area of land into a single unit both the owners of land amalgamating the said plots of land executed and registered Deed of Amalgamation registered at D.S.R. - III Alipore entered Book No. - I, Volume No. - 1603-2023, Page No. - 197321 to 197335, Being No. - 160307096 of the year 2023.

AND WHEREAS the Developer have agreed to the said proposal of the owners intendeds to develop the property on certain terms and conditions as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

Unless in these presents it is repugnant to the subject or context: -

- 1. **OWNERS** shall mean 1) **SHRI SHUBHANKAR HALDER**, PAN AIZPH5778F, Aadhaar 5369 4908 3561, Mobile No. 8337081190, son of Shri Madan Halder, by occupation Service, 2) **SMT SHIPRA MONDAL**, PAN BZLPM3059A, Aadhaar 4372 6691 9974, Mobile No. 9062434359, by occupation Housewife, wife of Shri Chandra Sekhar Mondal, both by faith Hindu, both residing at Salepur, P.O. & P.S.- Baruipur, Dist South 24 Parganas, Kolkata-700144.
- 2. **DEVELOPER/PROMOTER** shall mean **ASTHA PROPERTIES**, PAN AWNPB3728P, Mobile No. 9804455552, having its registered office Shasan Biswas Para, Ward No. 9, P.O. & P.S.- Baruipur, Dist. South 24 Parganas. Kolkata 700144, represented by its sole proprietor **SMT. SOMA BISWAS**, PAN AWNPB3728P, Aadhaar 8868 9602 5175, Mobile No. 9804455552, wife of Shri Tapas Kumar Biswas, by occupation Business, residing at Shasan Biswas Para, Ward No. 9, P.O. & P.S.- Baruipur, Dist. South 24 Parganas. Kolkata 700144.



3. **PROPERTY** shall mean entirely **ALL THAT** piece and parcel of land 04 decimals including passage measuring 4.50 decimals comprised in R.S. & L.R. Dag No. 30/549, under R.S. Khatian No. 288, L.R, Khatian No. 210, present L.R. Khatian No. 2414 & 1892, of Mouza- Salepur, within the limit of Hariharpur Grampanchayet, P.S.- Baruipur, Dist. South 24 Parganas.

Butted and bounded by :-

On the North: Pond.

On the South: 6 ft. wide Common Passage.

On the East: 12 ft. wide Salepur Road.

On the West: Part of R.S. & L.R. Dag No. 546.

More fully and particularly described in Schedule "A" written hereunder

- 4. **BUILDING** shall mean quality class of structure or super structure as per sanctioned plan of Hariharpur Gram Panchayet/Zila Parishad intended to be constructed on the property and shall include meter space, pump space & overhead reservoirs, drainage & sewerage system, open/covered spaces intended for the enjoyment of the occupants of the said building including all its easements, appurtenances and appendages.
 - BUILDING PLAN shall mean the proposed (G+IV) storied building plan as described in sanctioned building plan prepare by the Developer and submitted by the Developer for the Owners with confirmation of consideration of all relevant and recommended norms and safety factors for stable structure and incorporation foundation suitable for (G+IV) storied building and which have also been agreed and signed by Owners. Required sanction for this proposed building plan is to be obtained by the developer from Hariharpur Gram Panchayet/Zila Parishad at his own cost.

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- 6. COMMON FACILITIES shall include all passage, ways, stairways, lift, corridors, lobbies, gates, rainwater pipes, sewerage and drainage, pipelines, underground sewer fittings, fixtures, manhole, pits, terrace, water connection and pipe lines, overhead and reservoir, pipelines, motor pumps, generator, fences and boundary wall, courtyard, WBSEB supply, electric connection and electrical supply to common areas and fittings, fixtures, entire exterior walls, boundary walls, garbage vat, common driveways and other facilities whatsoever required for the establishment of location, enjoyment, provisions, maintenance and management of the affairs of the said building in the said premises.
 - 7. AREA shall mean and include the built-up constructed area in the said property but shall not include the terrace above the top floor, overhead tank, and sunshade.
 - 8. THE SUPER BUILT-UP AREA of a unit shall mean built-up area of the unit together with its proportionate share of the staircases, landings and passages with proportionate share in the common facilities and advantages.
 - 9. **FLAT** shall mean separate and self-contained set of unit forming part of Building, having provisions for sanitary, washing, bathing, cooking and other conveniences, having direct exit to a common area leading to public road/street.
 - 10. LAND OWNER'S ALLOCATION shall mean 30% share upon construction over the 'A' Schedule land as per sanction building plan, sanctioned by Hariharpur Gram Panchayet/Zila Parishad i.e. 2 (two) Shop on the Ground Floor, measuring an area total (100 + 100) = more or less 200 sq.ft. super build-up area basis and



one 2 (two) BHK Flat on the Second Floor measuring an area more or less 750 sq.ft. super build-up area basis and one 2 (two) BHK Flat on the Third Floor measuring an area more or less 750 sq.ft. super build-up area basis. Owners shall have all privileges of easement rights and all other common facilities, advantages including proportionate undivided impartible share or interest upon the said land underneath the structure together with all interest. The owners allocation shall be constructed and completed as per specification. If there be any excess area from any allocation the said excess area shall be adjusted either from constructed area or the excess area price of prevailing market price.

- 11. **DEVELOPER'S ALLOCATION** shall mean rest portion of the building i.e. 70% of the total constructed area on the said land with all other facilities, advantages including proportionate right upon the land underneath the structure together with absolute right on the part of the Developer to enter into an Agreement for sale and or transfer, assign, lease of Developer's allocated portion as the developer's absolute description thereof and at the same time developer shall deliver up possession of the owners allocation.
 - 12. ARCHITECT shall mean such professionally competent person or persons well conversant with ail Panchayet/Zilla Parishad statutory provisions, rules & regulations of building and other statutory and safety provisions whom shall be appointed by the developer of thorough checking the design of the building structure and planning of the building also thorough supervision during construction of the building.
 - 13. Words importing singular shall include plural and vice versa. Words importing masculine gender shall include famine and neuter gender like wise words imparting feminine gender shall include masculine and neuter gender and similarly worlds imparting neuter gender shall include masculine and feminine genders.



ARTICLE-1: TITLE AND DECLARATIONS:

- 1. The owners hereby declare that they have good and absolute right, title and interest to the said property without any claim of any right, title or interest of any other person or persons claiming through or under them and that the property is not charged to any claim or demand nor is subject matter of any mortgage, guarantee or lien.
 - 2. The owners had not previously entered into any agreement for sale or development agreement.
 - 3. The owners hereby undertakes and assures that the Developer shall be entitled to construct and complete the total building with all responsibilities and obligations as agreed between the parties and to retain and deal as per this agreement with the Developer's Allocation lawfully therein without any interference from the Owner or any other persons claiming through and under them or in trust for them, provided the developer proceeds with the construction and complete of the building within 36 months from the date of sanction of the building plan.
 - 4. The owners shall execute a General power of Attorney in favour of the Developer for sale, agreement, mortgage etc. in respect of developer's allocation after registration of this development agreement.
 - 5. Subject to the Owners performing their part or obligation herein contained and performing and observing all other terms and condition herein and or the part of Owner to be observed and performed, the developer shall complete the entire portion of the building within 36 months from the date of sanction of proposed building plan from Hariharpur Gram Panchayet/Zila Parishad. This completion time is firm and the essence of the contract unless prevented by any irregistable force majeure.



ARTICLE :- II : ALLOCATION OF OWNER IN THE CONSTRUCTED BUILDING

The Owner hereby declares that owner's allocation in the proposed building will be consideration for transfer of the proportionate share of the land attributable to the Developer's allocation.

ARTICLE - III EXPLORATION & DEVELOPMENT RIGHTS

The Owner hereby grant exclusive right to the developer to construct upon building schedule property and accept the said properties for the construction of the building.

ARTICLE - VI PROCEDURE

- 1. The Owners shall grant to the Developer or its Proprietor or its nominee or a register power of attorney as may be required for the purpose of obtaining all necessary permissions and approvals from different authorities in connection with constructions of the building, electricity, water supply and following up the matter with the Hariharpur Gram Panchayet/Zila Parishad and other authorities for the purpose of day to day requirements for construction and completion of the building within the agreed time.
- The after registration development agreement the owners shall execute and 2. register general power of Attorney in favour of the Developer. By the said the Developer power can collect money from the intending purchaser/purchasers and make agreement for sale with the intending purchaser/purchasers and sell the proposed flat in respect of Developer's Allocation. But the owner shall in no way be responsible /liable for entering into such agreement by the Developer with prospective purchasers /Buyers.



- The Owners after registration of development agreement shall hand over and deliver khas possession of the vacant possession of land for commencing the construction of the proposed building in favour of the Developer.
- 4. The Developer shall be entitled to commence construction of the part of the building intended to be constructed as per the sanction plan immediately sanction of the building plan.
- 5. Subject to the Owners performing their part or obligation herein contained and performing and observing all other terms and condition herein and or the part of Owner to be observed and performed, the developer shall complete the entire portion of the building within 36 months from the date of sanction of proposed building plan from Hariharpur Gram Panchayet/Zila Parishad.

ARTICLE VII: BUILDING

The Developer shall apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage of the building and other in puts and facilities required, for the construction or enjoyment of building for which purpose, the Owners shall execute and register a power of attorney in favour of developer.

The Developer hereby undertakes to construct the building diligently and expeditiously and handover the owner's allocation to the owner within 36 months from the date of sanction of the building plan.



ARTICLE VIII: DEVELOPER'S ALLOCATION

After the completion of the building or before the completion of the building the developer shall be exclusively entitled deal with Developer's Allocation as per list of Developer's allocation which will be settled after sanction of building plan with exclusive right to transfer or otherwise deal with or dispose of the same of developer allocation without any right or claim therein made by the Owners.

ARTICLE - IX : COMMON FACILITIES

That after completion of the building and delivery of possession the Owners and the Developer or person claiming through them shall punctually and regularly pay for their respective allocations the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly instituted against suffered by or paid by the either of them as the case may be consequent upon a default by the owners or the Developer in this behalf and the portions of each of the occupier would be appointed before the Hariharpur Gram Panchayet/Zila Parishad by way of mutation and the tax levied by the Hariharpur Gram Panchayet/Zila Parishad will have to be paid accordingly.

ARTICLE-X: COMMON RESTRICTIONS

The Owner's Allocation in the entire completed building shall be subject to the same restrictions on transfer and use as are applicable to the developer's Allocation in the building intended for the common benefit of all occupiers of the entire completed building which shall include the followings:-



- 1. The Owners and the Developer or its nominees shall not use or permit to use their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity not to use thereof for any purpose which may be any nuisance, hazardness to the other occupiers of the building.
- 2. No party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf and may be registered by way of Apartments Ownership Act for maintenance of the building and other charges.
- 3. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, 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, bye- laws, rules and regulations.
- 4. The respective allottees shall keep the interior and exterior walls, swears, drains pipes and other fittings and fixtures appearances and floor and ceiling etc. in each of their respective allocations of the building in good working condition and repair and in particulars so as not to cause any damage to the building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequence of any breach.
- No goods or other articles shall be kept by the parties herein and their nominee's and no hindrance shall be caused in any manner in the free movement in the stairways, driveways and other places of common use in building.
- 6. No party shall throw, accumulate any dirty rubbish, waster or refuse or permit the same to be thrown or accumulated in or around the building or outside of boundary or in the compounds, corridors or any other portion of the buildings.
- The Owners and the Developer or their nominees shall be entitled to use their respective allocations.

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ARTICLE: XI OWNER'S OBLIGATIONS

- The Owners hereby agrees and covenants with the Developer not to cause any
 interference or hindrance in the construction of the said building provided the
 Developer rightly performs its obligations and covenants stipulated hereunder as
 per sanctioned plan of the Hariharpur Gram Panchayet/Zila Parishad.
- 2. The Owners agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from sale, assigning and/or disposing of any of the Developer's allocated portion in the building.
- The Owners hereby agrees and covenants with the Developer not to let out, grant, lease, mortgage and/or charge the Developer's Allocation in the building.

ARTICLE- XII: DEVELOPER'S OBLIGATIONS

- 1. The Developer hereby agrees and covenants with the Owners to start the construction of the building in accordance with the sanction plan and shall complete the entire construction within 36 months from the date of sanction of proposed building plan from Hariharpur Gram Panchayet/Zila Parishad and 6 months will be extended period if the building is not completed within the stipulation period.
- The Developer hereby agrees and covenants with the owner not to violate or contravene any of the statutory provisions or rules or regulations or notification applicable for construction of the said building and hereby agree and undertake to hold the owner Indemnified against all acts, contravention and deviation of Developer.



- 3. The Developer hereby agrees and covenants with Owners not do any act, deed or things where by the Owners is prevented from any act, deed or thing where by the Owners is prevented from enjoying selling, assigning and/or disposing of any owner's Allocation in the building at the said premises.
- 4. Construction of the building shall be completed strictly within the specified period as stated above. However on enforcement of new legislation or introduction of new circular for which if the day to day construction work is affected or substantial cause if any such as force majeure, a reasonable time extension may be granted in writing after having fully satisfied the reasons for delay.

ARTICLE- XIII: DEVELOPER'S INDEMNITY

The Developer hereby undertakes to bear all losses, claim, demand that may arise in future in respect of nature of construction, use of quality of building materials, concrete layer etc. and keep indemnified the owners for the same.

ARTICLE- XIV: OWNER'S INDEMNITY

The Owners hereby undertakes that the Developer shall be entitled to the said construction and on completion shall enjoy its allotted space without any interference and/or disturbances provided the Developer perform and fulfill all the terms, conditions and obligations herein contained and/or their part to be observed and performed.



ARTICLE-XV: MISCELANEOUS

- 1. The Owners and the Developer have entered into this Agreement for Development purely as contract and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owner and the Parties hereto shall not constitute as an association of persons.
- 2. The Developer and the Owners shall mutually frame schedule under the existing statutory rules regulations and customers for the management and administration of the said building or buildings and/or common parts thereof. The Owner and the Developer hereby agrees to abide by all the rules and regulations of such management/society/association/holding organization and hereby give their consent to abide by the same.

ARTICLE-XVI; JURISDICTION

The Learned Baruipur Court/courts having territorial jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits, proceedings arising out of these presents between the parties hereto.

SCHEDULE "A" ABOVE REFERRED TO:

(Premises)

PROPERTY: ALL THAT piece and parcel of Bastu land measuring 04 decimals including passage, measuring 4.50 decimals out of 17 decimals comprised in R.S. & L.R. Dag No. 30/549, under R.S. Khatian No. 288, L.R. Khatian No. 210, Present L.R. Khatian No. 2414 & 1892, of Mouza - Salepur, within the limit of Hariharpur Gram Panchayet P.S.- Baruipur, Dist.South 24 Parganas. The land is vacant land.



Butted and bounded by:-

On the North: Pond.

On the South: 6 ft. wide Common Passage.

On the East: 12 ft. wide Salepur Road.

On the West: Part of R.S. & L.R. Dag No. 546.

SCHEDULE "B" ABOVE REFERRED TO:

(Rules and Regulations)

- The Developer and owners and/or its men and agents and/or any intending purchaser will not be entitled to claim partition of the undivided proportionate share in the land and/or the common parts of the building and/or in respect of the common services and utilities therein.
- Until separate assessment of the unit the Developer shall bear and pay proportionate rates and taxes for the Developer's allotted units proportionately respect of the common portions.
- 3. All taxes, impositions and outgoings including all penalties, costs, charges and expenses in respect of the land and the building accruing till the date of this agreement shall be paid, borne and discharged by the Owner exclusively.
- 4. The Developer fulfilling their obligations and covenants hereunder the Owners and upon its formation and taking over the charge, the Association, shall manage, maintain and control the common portions and pay all common expenses and do all acts, deeds and things as would be necessary or expedient for the common purpose.



- 5. The Owners and upon formation an Association shall have the power and authority to frame such Rules and regulations for the common purposes as the Owners and thereafter the Association may consider reasonable and necessary but notwithstanding the provisions of the West Bengal Apartment Ownership Act, 1972 and the purchaser shall abide by the same.
- 6. Upon the formation of the above association, the Association should assure all its rights and obligations towards the common purposes and in the common portions to the association and thereafter the association shall exclusively be entitled to and responsible for the same.
- 7. The Owners herein shall keep the title deeds in respect of the land as is in their possession or custody or in the custody of any person or persons as he may think fit and proper and to the Association after its formation and he shall remain bound at the request and cost of the Developer and/or intending Purchasers to arrange for inspection thereof and to give unto the purchasers respective units or their agents copies of and/or produce the same before such authorities as the purchasers may reasonably require PROVIDE HOWEVER THAT upon formation of the Association, the owners in this regard will be replaced by the association.
- 8. After taking possession of the respective units in the building Developer and/or its men and/or any intending the purchasers at their own cost and expenses shall do the following:
- a) They will keep the flat and every part thereof and all fixtures and fittings therein which are exclusive parts of the flat properly maintained and in good repairs and in a neat and clean condition and decent and respectable place to reside.
- b) They will use their respective units of the building and all common portions quietly peacefully and carefully and only for the purpose for which the same are respectively meant.



- c) They will co-operate with the association and/or other owner of units in the building for up keep and proper maintenance and protection of the common portions and the common utilities.
- 9. The Developer and/or its men and agents and/or any intending purchaser shall not to do any of the following acts deeds or things:
- a) Violate any of the rules and/or Regulations laid down for the common purposes and for user of the common portions.
- b) Injure, harm or damage the common portions of any other flat/unit in the building by making any alterations or withdrawing any support or otherwise.
- c) Demolish the unit or any part thereof and/or do any constructional addition or alteration in the unit or any parts of its which may affect the vertical and lateral support provided by the various parts of the unit to the remaining parts of the building.
- d) Alter any portion, elevation or colour scheme of the exterior of the building.
- e) Throw or accumulate or cause to be thrown or accumulated any dust, filth, rubbish or confuse of any Mud in the common portions save at the place thereof indicated.
- f) Place or cause to be placed any article or object in the common portions.
- g) Use the common portions for purposes other than the purpose for which they are meant.
- h) Do or knowingly suffer to be done anything, which is likely to cause nuisance or annoyance to the occupants of the other units in the building and/or neighboring houses.
- i) Carry on or knowingly suffer being carried any obnoxious, injurious, noisy, dangerous, hazardous, immoral or illegal acts in the unit and/or the common portions.



- j) Use or allow to be used the unit or any part thereof for any club, public meeting or conference hall, nursing home, hospital, boarding house, public eating house, restaurant or other public purpose without the specific consent in wiring first had from the Owner/ and after its formation of the Association.
 - k) Put up or affix any signboard, nameplate or other thing or other similar articles in the common portions or unit unless approved in writing by the Owner/ and upon its formation by the Association. The Owners of the respective units will however be entitled to fix a decent nameplate on the main door of their flat.
 - 1) Obstruct or object to the Developer using or allowing owners to use, transferring or making further construction on the roof of the building taking due sanction of the plan from appropriate authority.
 - m) Obstruct or object to the Owner and developer selling granting rights to any person on any part of the Owners and developer's allotted or units in the building without effecting the rights of the holder of other units in respect of the common portions of the building and the land.
 - n) Keep or store any offensive combustible obnoxious dangerous or hazardous article in the flat.
 - o) Affix or draw any cable, wire, pipe from and to or through any common portion or outer walls of the building or other units. Save and accept its utility amenity.
 - p) Keep any heavy article on the floor or operate any machine other than the usual home appliances.
 - q) Change the colour Scheme of the windows' grill and the main door of the unit other than according to the specification and instruction of the Owner/ or upon formation of the Association in writing.

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- 10. All the holders/occupants of the respective units shall regularly and punctually pay the proportionate share of the COMMON EXPENSES as per schedule "D" and/or the debts and in manner provided for elsewhere herein and incase of default in marking payment by the respective holders of units, the Owner/ of the Association will have the additional right without prejudice in other rights to stop the electricity, water or other utilities/services to the unit to realize the due amounts from the Defaulters.
 - 11. All amounts becoming due and payable hereunder and the ability for the same shall be and remain charge on the unit.

SHEDULE-C ABOVE REFERRED TO (SPECIFICATION)

Structure - R.CC. column structure as per the structural plan sanctioned by the Hariharpur Gram Panchayet/Zila Parishad.

Wall - All out side brick work with 1:6 cement mortar with either 10 or 8 inches thick. Brickwork of outer wall in all sides to be 8" Thick outside walls, 5" thick partition wall flat to flat, 4" thick internal wall.

All 5 inches brick work will be with 1:4 cement mortar.

Ail 3 inches brick work mill be with 1:3 cement mortar with wire reinforcement in every 3rd brick layer.

DOORS: All doors frame will be made of wood sections will, be 4 inches X 2.5 inches for Main Door and bed rooms door and 3 inches X 2 inches other doors. All Door shutter should be flush door and all shutters will be made of both side commercial ply flush. There will be no door frame and shutter in kitchen only.

PLASTER: All wall shall be plastered with 1:6 cement mortar except ceiling with 1:4 cement mortar with required thickness and proportion.

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FLOORING:ROOMS - All Floors will be made of Marbles/Vitrify tiles.

KITCHEN: Kitchen Slab is Black stone slab (6.5' X 2'), kitchen sink of steel, wall above kitchen slab up to 3' high with Glaze Tiles.

TOILET: verifies tiles / Marble flooring and Dado with colour Glazed Tiles up to 5 ft. height from floor.

WINDOWS: Aluminum shutter window or steel window.

PAINTS: Plaster of paris will be provided to all internal surfaces of flats. External surface will be painted with cement based paint with colour.

DRAWING & DINNING ROOM: One Basin.

WATER SUPPLY: overhead reservoir of sufficient storage capacity.

ELECTRICAL: Concealed Wiring 4 points with 5 Amp plug points in each Bed room, 4 points in Living/Dining room, 1 Light point & one exhaust fan point In each toilet, one geyser point in one toilet, in kitchen one light point, one exhaust fan point, and one 15 Amp plug point, and one light point in verandah/Balcony.

Electrical fittings like bulb, holder, brackets, tube light brackets, Fan with regulator etc. will not be provided by the Developer which are to be arranged by the owner /purchaser at their costs i.e. at extra costs).

Main meter will be installed in the premises by the costs of owner and purchaser Personal meter will be installed by the costs of the owner/purchaser.

Sanitary: One commode with cistern in attach Toilet and one commode with cistern in Common Toilet, 3 C/P Water point in every toilet and one water point in sink at kitchen.

ROOF: Cement khoa terracing or roof tiles over the R.C.C roof slab; 0.9 meter height parapet wall plastered on both sides shall be provided all round the roof slab as per requirement of the elevation.



COMPOUND: Compound will be paved wherever required and boundary wall will be-provided with "wherever not existing. New boundary wall of adjoining plots exist. However, boundary wall will be repaired wherever required.

EXTRA WORK: in addition to the above items if the owners want any additional item, owners have to pay extra costs.

COMMON FACILITIES: The building will have over head water tank and pump of required capacity, common capacity, common stair-case with light point, light point around the building, septic tank, roof etc. but excluding garage space which is not common.

SCHEDULE "D" ABOVE REFERRED TO:

(Common Expenses)

- All costs of maintenance, operating, replacing, repairing, white/colour washing, painting, decorating, rebuilding, reconstruction, re-decoration, lighting the common portions and common areas of the building including the other outer walls.
- All charges and deposits for suppliers of common utilities to the co-owners in common.
- Panchayet Tax, multistoried building tax, water tax other levies in respect of the land and the building-save those separately assessed of the Purchasers unit from the date of possession.



- 4. Insurance Premium of insuring the building.
- 5. Cost of formation and operation of the Association of the flat owners.
- 6. The office expense incurred for maintaining an office for common purposes.
- All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
- Electric charges for the electrical energy consumed for the operation of the common services.
- Costs of maintenance, repairs and replacement of pumps and their common installations and equipments.
- Salary of all persons employed for the common purposes including durwans, security personnel, sweepers, plumbers, electricians etc.
- 11. Fees and charges for all services and consultation and advice required to be had and obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
- 12. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the co-owners in common including such amount as may be fixed for creating a fund for replacement, renovation, repairing and/or periodic repairing of the common portions.
- 13. All the flat owners/occupants bear the cost of common expenses proportionately.



IN WITNESS WHEREOF THE PARTIES hereto have hereunto set and subscribed their respective hands in execution of the presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the PARTIES in the presence of:

1. Sujit numer Des maderat, Beruils 1. 2009 21-1NIC

2. Killon rýma. Salepur, Baruspur Kad - 144 2. Crown 613m,

SIGNATURE OF THE OWNERS

ASTHA PROPERTIES

Soma Biswas

Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by:

And Adv

Francis Link Ginter Sarkar

Pintu Sarkar, Baruipur.

Executant / Presentant		Thumb	Fore	Middle	Ring	Little
	Left Hand		Finger	Finger	Finger	Finger
30 CS 1 27 41 CI	_	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Name (@ G G A 2 M M M	Right Hand					
Claimant / Executant	, ,	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
1.8/20 Ban	T	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Name Traising 413 of Signature 1819 18 313 of	Right Hand					
Claimant / Executant		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
50	Left Hand				South State of the	
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finge
ASTHA PROPERTIES Signature Soma Biswas Proprietor	Right Hand					

/



Barusour, South 24 Pargares



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt **Payment Summary**





GRIPS Payment ID:

070620232008825161

Payment Init. Date:

07/06/2023 20:01:25

Total Amount:

24

No of GRN:

Bank/Gateway:

State Bank of India

BRN:

IK0CGZREA1

Online Payment

BRN Date:

Payment Mode:

07/06/2023 20:02:42

Payment Status:

Successful

Payment Init. From:

GRIPS Portal

Depositor Details

Depositor's Name:

ASTHA PROPERTIES

Mobile:

8910431316

Payment(GRN) Details			A STATE OF THE STA
Sl. No.	Z Z	Dispartment 2.3	Amount (3).
1 1920232400	88251621 I	Directorate of Registration & Stamp Revenue	24

Total

24

IN WORDS:

TWENTY FOUR 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





GRN Detail

GRN: 192023240088251621 **GRN Date:** 07/06/2023 20:01:25

BRN: IK0CGZREA1

GRIPS Payment ID: 070620232008825161

Payment Status:

Payment Mode:

Bank/Gateway:

BRN Date:

Payment Init. Date: Payment Ref. No:

Online Payment

State Bank of India

07/06/2023 20:02:42

07/06/2023 20:01:25

2001448239/2/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

ASTHA PROPERTIES

Address:

SHASAN BISWAS PARA, WARD NO 9 P S B ARUIPUR, West Bengal,

700144

Successful

Mobile:

8910431316

Depositor Status:

Buyer/Claimants

Query No:

2001448239

Applicant's Name:

Mr Md Hanif

Identification No:

2001448239/2/2023

Remarks:

Sale, Development Agreement or Construction agreement

Period From (dd/mm/yyyy): 07/06/2023

Period To (dd/mm/yyyy):

07/06/2023

Payment Details

Sl. No.	Payment RepNo	Blanchiof AMC	lat-ad of AVC	Amojun (₹).
1	2001448239/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	10
2	2001448239/2/2023	Property Registration-Registration Fees	0030-03-104-001-16	14
			<u>pa</u>	

IN WORDS:

TWENTY FOUR ONLY

24

Major Information of the Deed

Deed No:	I-1611-05217/2023	Date of Registration 12/06/2023			
Query No / Year	1611-2001448239/2023	Office where deed is registered			
Query Date 05/06/2023 4:33:42 PM		A.D.S.R. BARUIPUR, District: South 24-Parganas			
Applicant Name, Address & Other Details	Md Hanif Thana: Baruipur, District: South 8910431316, Status: Advocate	South 24-Parganas, WEST BENGAL, Mobile No. :			
Transaction		Additional Transaction			
A POST CONTRACTOR OF THE PROPERTY OF THE PROPE	Agreement or Construction	[4308] Other than Immovable Property, Agreemen [No of Agreement : 1]			
		Market Value			
Rs. 12,00,000/-	The second of th	Rs. 12,15,000/-			
	Accessed to	Registration Fee Paid			
Rs. 5,010/- (Article:48(g))	The say is a second of the sec	Rs. 14/- (Article:E, E)			
Remarks					

Land Details:

District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: HARIHARPUR, Mouza: Shalepur, Jl No: 33, Pin Code:

7001 Sch	Plot	Khatian	Land Proposed	A CONTRACTOR OF THE PERSON NAMED IN	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
No L1	Number RS-30/549	RS-288	Bastu	Bastu	4.5 Dec	12,00,000/-	12,15,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
	Grand	Total:			4.5Dec	12,00,000 /-	12,15,000 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger p	orint and Signatur		
1	Name	Photo	Finger Print	Signature
	Shri Shubhankar Halder (Presentant) Son of Shri Madan Halder Executed by: Self, Date of Execution: 08/06/2023 , Admitted by: Self, Date of Admission: 12/06/2023 ,Place : Office	12/04/2023		Q 10 4 51 - 141 2
		12/06/2023	LTI 12/06/2023	12/06/2023

Salepur, City:-, P.O:- Baruipur, P.S:-Baruipur, District:-South24-Parganas, West Bengal, India, PIN:- 700144 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: aixxxxxx8f, Aadhaar No: 53xxxxxxxxx3561, Status :Individual, Executed by: Self, Date of Execution: 08/06/2023

, Admitted by: Self, Date of Admission: 12/06/2023 ,Place: Office

Photo. Finger Print Signature Smt Shipra Mondal Wife of Chandra Shekhar Mondal Executed by: Self, Date of Execution: 08/06/2023 , Admitted by: Self, Date of Admission: 12/06/2023 ,Place : Office 12/06/2023 12/06/2023

Salepur, City:-, P.O:- Baruipur, P.S:-Baruipur, District:-South24-Parganas, West Bengal, India, PIN:- 700144 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: bzxxxxxx9a, Aadhaar No: 43xxxxxxxx9974, Status :Individual, Executed by: Self, Date of

Execution: 08/06/2023

, Admitted by: Self, Date of Admission: 12/06/2023 ,Place: Office

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
1	ASTHA PROPERTIES Shasan Biswas Para, Ward No 9, City:-, P.O:- Baruipur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144, PAN No.:: AWxxxxxx8P, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

,	Name,Address,Photo,Finger print and Signature						
1	Name	Photo	Finger Print	Signature 4 × 1			
	Smt Soma Biswas Wife of Shri Tapas Kumar Biswas Date of Execution - 08/06/2023, , Admitted by: Self, Date of Admission: 12/06/2023, Place of Admission of Execution: Office			some Bisues			
		Jun 12 2023 12:27PM	LTI 12/06/2023	12/06/2023			

India, , PAN No.:: awxxxxxx8p, Aadhaar No: 88xxxxxxxxx5175 Status : Representative, Representative of : ASTHA PROPERTIES (as proprietor)

Photo Finger Print Signature

Sujit Kumar Das
Son of Late Sunil Kumar Das
Madarat, City:-, P.O:- Madarat, P.S:Baruipur, District:-South 24-Parganas,
West Bengal, India, PIN:- 743610

12/06/2023

12/06/2023

Identifier Of Shri Shubhankar Halder, Smt Shipra Mondal, Smt Soma Biswas

12/06/2023

Trans	Transfer of property for L1					
SI.No	From	To. with area (Name-Area)				
1	Shri Shubhankar Halder	ASTHA PROPERTIES-2.25 Dec				
2	Smt Shipra Mondal	ASTHA PROPERTIES-2.25 Dec				

Endorsement For Deed Number: I - 161105217 / 2023

on 12-06-2023

certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (5) of Indian Stamp Act 1899.

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

Presented for registration at 11:22 hrs on 12-06-2023, at the Office of the A.D.S.R. BARUIPUR by Shri Shubhankar Halder, one of the Executants.

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 12.15,000/-

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

Execution is admitted on 12/06/2023 by 1. Shri Shubhankar Halder, Son of Shri Madan Halder, Salepur, P.O: Baruipur, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession Service, 2. Smt Shipra Mondal, Wife of Chandra Shekhar Mondal, Salepur, P.O: Baruipur, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession House wife

Indetified by Sujit Kumar Das, , , Son of Late Sunil Kumar Das, Madarat, P.O: Madarat, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by profession Business

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

Execution is admitted on 12-06-2023 by Smt Soma Biswas, proprietor, ASTHA PROPERTIES (Sole Proprietoship), Shasan Biswas Para, Ward No 9, City:-, P.O:- Baruipur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India PIN:- 700144

Indetified by Sujit Kumar Das, , , Son of Late Sunil Kumar Das, Madarat, P.O: Madarat, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14.00/- (E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/06/2023 8:02PM with Govt. Ref. No: 192023240088251621 on 07-06-2023, Amount Rs: 14/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CGZREA1 on 07-06-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 10/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 1616, Amount: Rs.5,000.00/-, Date of Purchase: 07/06/2023, Vendor name: S MONDAL

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/06/2023 8:02PM with Govt. Ref. No: 192023240088251621 on 07-06-2023, Amount Rs: 10/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CGZREA1 on 07-06-2023, Head of Account 0030-02-103-003-02

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Subhrangshu Shekhar Mandal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
South 24-Parganas, West Bengal

registered in Book - I

Solume number 1611-2023, Page from 108100 to 108133

being No 161105217 for the year 2023.



Digitally signed by SUBHRANGSHU SHEKHAR MANDAL

Date: 2023.06.13 14:39:20 +05:30 Reason: Digital Signing of Deed.

Samandal

(Subhrangshu Shekhar Mandal) 2023/06/13 02:39:20 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BARUIPUR West Bengal.

(This document is digitally signed.)