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

District Sub-Registrar-II
Howrah

19 JAN 2023

AGREEMENT FOR DEVELOPMENT

Mouja- Jhorehat, P.S- Sankrail,

District- Howrah

THIS AGREEMENT FOR DEVELOPMENT is made this the
19th day of January, 2023 Two Thousand Twenty three A.D.

BETWEEN

MISS SANCHARI DAS (PAN- CHBPD8075N, Aadhaar No.3761 7947 9811) daughter of Late Udayendu Das, by faith Hindu, by occupation - Student, residing at Vill- Jhorehat Rajarbagan, P.O- Jhorehat, Police Station - Sankrail, District - Howrah, PIN - 711302, hereinafter referred to as the **OWNER/LANDLADY/ FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, legal representatives and assigns) of the **FIRST PART.**

AND

M/S. SASWADIP CONSTRUCTION, a sold proprietorship firm having its registered office at 3/A, Nityananda Nagar, Hanskhalipole, (Bakultala), P.O-Danesh Sk. Lane, Police Station - Sankrail, District - Howrah, PIN - 711109, represented by its proprietor **SURAJIT SAMANTA (PAN- CILPS3114G, Aadhaar No.2041 5167 3885)** son of Late Janaki Prasad Samanta, by faith Hindu, by Nationality Indian, by occupation — Business, residing at 3/A, Nityananda Nagar, Hanskhalipole, (Bakultala), P.O-Danesh Sk. Lane, Police Station - Sankrail,

District - Howrah, PIN - 711109, hereinafter referred to as the **DEVELOPER/ SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include all its legal heirs, executors, representatives and assigns) of the **SECOND PART**.

WHEREAS the First Party is the absolute Owner and occupier of ALL THAT piece and parcel of Bastu land, measuring an area as per deed 03 Cottah 20 Sq.ft but at present as per physical measurement, the area of bastu land is more or less 02 Cottahs 14 Chittaks 42 Sq.ft with old residential structure measuring about 100 Sq.ft standing thereon situated within R.S. Khatian No.753 under L.R. Khatian No.3868, under R.S. Dag No.345, corresponding to L.R. Dag No.382, under Mouza and Gram Panchayet Jhorehat, J.L. No.30, within P.S. - Sankrail, District-Howrah, Pin-711302, which is morefully and particularly described in the schedule 'A' herein below hereinafter called the "Said Property" is the absolute property of the Owner/Landlady herein.

AND WHEREAS one Pulin Behari Banerjee of Jhorehat, Howrah was the owner and occupier of the said property along with other properties and after his death his six sons namely Asoke Kumar Banerjee, Ajit Kumar Banerjee, Amiya Kumar Banerjee, Asim Kumar Banerjee, Amal Kumar Banerjee and Achintya Kumar Banerjee jointly inherited the said property by way of inheritance and for the better enjoyment and possession all the said six sons of deceased Pulin Behari Banerjee amicably partition all the properties left by their said deceased father and as per said amicable partitioned, Asoke Kumar Banerjee got the said property and sized and possessed the same as sole occupier and possessor thereof.

AND WHEREAS due to urgent need of money said Asoke Kumar Banerjee as vendor and his other said five brothers, as the confirming parties mortgaged the said property on 14.01.1977 by virtue of one registered Indenture to Andul-Mouri Housing Co-Operative Society Limited, a society registered under the provision of the W.B. Co-Operative Societies Act 1973 for a consideration of Rs.6000/- and said

Asoke Kr. Banerjee took loan of Rs.29,000/- from the said Co-Operative Society and the said deed registered at DSR, Howrah and recorded in Book No.1, Volume No.12, pages 289 to 294, being No.165, for the year 1977.

AND WHEREAS said Asoke Kumar Banerjee subsequently paid the said loan amount to the said Co-operative society along with interest and said Andul-Mouri Housing Co-Operative Society Limited in the year 2004, release the said property by virtue of one registered Deed of Release in favour of said Asoke Kumar Banerjee executed and registered at DSR, Howrah and recorded in Book No.1, Volume No.20, pages from 145 to 149, being No.764, for the year 2004 and after getting the said property said Asoke Kumar Banerjee became the absolute owner, occupier and possessor of the said property and paid rent and taxes thereof and mutated his name in L.R. Record of Right and got L.R. Khatian No.262 and enjoyed the same absolutely without any obstructions from any corner whatsoever.

AND WHEREAS after the death of Asoke Kumar Banerjee his one son namely Sandip Banerjee and one married daughter namely Smt. Kanika Banerjee @ Kanika Das got the said property by way of inheritance from their deceased father and jointly seized and possessed the said property whereas the mother of Sandip Banerjee and Kanika Das predeceased their father's death.

AND WHEREAS said Sandip Banerjee in consideration of natural love and affection gifted his undivided $\frac{1}{2}$ share of the said property to his sister Kanika Das by virtue of one registered Deed of Gift executed and registered at ADSR, Ranihati, on 31.07.2006 which recorded in Book No.1, being No.3376, for the year 2006 and as such said Kanika Das got absolutely said property by way of inheritance from her father as half share and another half share by way of acceptance of said gift from his brother and sized and possessed the same as absolute owner and possessor thereof.

AND WHEREAS during seized and possessed the said property said Kanika Das in consideration of love and respect gifted the entire said property to her husband namely Udayendu Das by virtue of one registered Deed of Gift executed on 03.08.2006 and registered on 04.08.2006 at DSR, Howrah which recorded in Book No.1, Volume No.186, Pages from 153 to 161, being No.6928, for the year 2006 and by acceptance of said Gift Udayendu Das got absolutely said property and paid rent and taxes thereof and duly mutated his name in L.R. record of right and got L.R. Khatian No.3868 and during seized and possessed the said property said Udayendu Das died intestate on 26.05.2021 leaving behind him, his only daughter, Miss Sanchari Das, the owner/landlady herein who got the 'A' Schedule mentioned said property absolutely by way of inheritance from her deceased father and paid regularly rent and taxes to the appropriate authorities and enjoyed the 'A' schedule property peacefully without any disturbances from any corner whatsoever.

AND WHEREAS the First Party herein now desirous to develop his said property, morefully described in the Schedule 'A' hereunder by constructing a multi-storied building thereon but due to insufficient money and man power the First Party approached to the Second Party to make construction of new multistoried building on the said property, morefully described in the Schedule 'A' hereunder in accordance with the sanctioned building plan to be sanctioned by the Howrah Zilla Parishad by investing money from the Account of Second Party:

AND WHEREAS the Second Party/Developer accepted such proposal of the first Party has agreed to construct the said proposed building and accordingly entered into this Agreement for Development with the First Party herein on the said property on the terms and conditions written herein below :-

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

ARTICLE — I — DEFINITION

Unless in these presents it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned.

1.1 OWNER: shall mean the above named Owner/Landlady and his heirs executors, administrators, legal representatives and assigns.

1.2 DEVELOPER: shall mean the above named **M/S. SASWADIP CONSTRUCTION**, a sold proprietorship firm having its registered office at 3/A, Nityananda Nagar, Hanskhalipole, (Bakultala), P.O-Danesh Sk. Lane, Police Station - Sankrail, District - Howrah, PIN - 711109, represented by its proprietor **SURAJIT SAMANTA (PAN- CILPS3114G, Aadhaar No.2041 5167 3885)** son of Late Janaki Prasad Samanta, by faith Hindu, by Nationality Indian, by occupation — Business, residing at 3/A, Nityananda Nagar, Hanskhalipole, (Bakultala), P.O-Danesh Sk. Lane, Police Station - Sankrail, District - Howrah, PIN - 711109.

1.3 SAID PROPERTY :- shall mean ALL THAT piece and parcel of Bastu land, measuring an area as per deed 03 Cottah 20 Sq.ft but at present as per physical measurement, the area of

bastu land is more or less 02 Cottahs 14 Chittaks 42 Sq.ft with old residential structure measuring about 100 Sq.ft standing thereon situated within R.S. Khatian No.753 under L.R. Khatian No.3868, under R.S. Dag No.345, corresponding to L.R. Dag No.382, under Mouza and Gram Panchayet Jhorehat, J.L. No.30, within P.S. - Sankrail, District- Howrah, Pin-711302, together with all hereditaments, advantages, privileges to use the drain, road etc. along with rights to take water connection, electricity, telephone under or over the private passage attached metal road thereto.

1.4 NEW BUILDING :- shall mean the proposed multistoried building to be constructed upon the said property in accordance with the building sanction plan to be sanctioned by the authority of Howrah Zilla Parishad at the cost of the Developer/Promoter i.e. the Second Party and the Second Party will construct of the multistoried building upon the 'A' Schedule property.

1.5 THE PLAN :- Shall mean all portion of constructed area sanctioned by the Howrah Zilla Parishad of which the sanction fees is being calculated by the authority, and will be paid by the

Second Party of which includes constructed area of Flats, shop room car parking and other covered space.

1.6 THE UNIT shall mean that partly or wholly constructed flat/apartment in the building (which is agreed to be completed by the Second Party/Developer).

1.7 THE COMMON PORTION shall mean excluding the constructed areas which to be sanctioned by Howrah Zilla Parishad for the proposed building i.e. open space of the building, stairs, staircase, lobby, pump House, water reservoir, septic tank, meter room, Lift, boundary wall, gate, path etc.

1.8 THE ARCHITECT shall mean such Architect or Architects to be appointed by the Developer as Architect for the building. Fees of the same to be paid by the Second Party.

1.9 SELLABLE SPACE shall mean the super built up area including proportionate share of land and common areas in the building i.e. outer wall of the roof of the North side to outer wall of the South side in length and outer wall of the West side to outer wall of the East side in breadth will be calculated in square feet.

1.10 OWNER'S ALLOCATION - Owner shall get 30% of all constructed area including extra floor area including super build area of the proposed new multistoried building from ground floor to top floor along with proportionate undivided impartiable share of land underneath of the proposed building as owner's allocation.

The proportionate Ownership of the roof shall always remain with the Owner/Landlady and developer including the purchasers, who will purchase from the Developer's Allocation, shall have common right to use the said roof of the building for common use.

The Owner shall get Rs.1,50,000/- on the date of execution of this agreement which is refundable to the developer on the date of getting owner's allocated area.

1.11 DEVELOPER'S ALLOCATION - shall mean 70% of all constructed area including extra floor area including super build area of the proposed new multistoried building from ground floor to top floor along with proportionate undivided impartiable share of land underneath of the proposed building, excluding the Owner' allocation stated above and proportionate

share in the land comprised in the said building and the said allocated portion of constructed area shall absolutely being to the developer including the absolute right in the part of the developer for sale, transfer, lease or in any part of the developer for sale, lease or in any part with deal with the same and the developer shall have common right over the ultimate roof with the Owner and purchasers as per their respective share of allocation.

Be it mentioned that the purchaser/purchasers of the developer's allocation, can use ultimate roof of the building for installation of T.V. Antenna, over head reservoir, drying cloths etc and they have common right over the ultimate roof.

1.12 THE DATE OF COMPLETION AND DELIVERY of the proposed building shall be completed within **30 months** from the date of delivery of sanctioned building plan of the Howrah Zilla Parishad Authority.

Provided that the Developer will provide Owner Allocation to the Owner within **30 months** from the date of delivery of sanctioned building plan of the Howrah Zilla Parishad.

1.13 The Developer shall provide the constructed area as the Owner' allocation first, thereafter Developer shall sell his share or constructed covered area with the privileges of super built up area of the building in the said property.

1.14 It is hereby agreed by and between the parties that after execution of this Development Agreement the said plot of land with old building structure will be handed over by the owner/Landlady to Developer herein.

ARTICLE — II — COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

ARTICLE — III

OWNER'S RIGHT AND REPRESENTATIONS

3.1 The said property is free from all encumbrances, charges, liens, impendence, attachments, trusts whatsoever or howsoever.

3.2 There is no excess vacant land in the said property within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.

3.3 The owner is absolutely seized and possessed and/or well sufficiently entitled to the said property and none other than the owner/Landlady herein have any right, title, interest over in and in respect of the said 'A' Schedule mentioned property and/or any portion thereof.

3.4 That the Owner do hereby undertakes to execute and cause register a Development Power of Attorney in favour of the Second Party's/developer required for the same.

ARTICLE IV

(DEVELOPER'S RIGHT)

4.1 That on the basis of Power and by virtue of this Agreement, the Developer/Second Party are hereby empowered to raise the construction of multi storied building upon the said property investing his own finance and resources and do hereby undertakes to erect and complete the said building strictly in accordance with sanctioned plan. That if the proposed plan is sanctioned as per proposal of the Developer (i.e. upto multi storied in that case the Developer shall be bound to raise the proposed construction only to the limit as reflected in the plan to be sanction by the authority concerned. The Developer shall

pay the sanctioned fee as demanded by the authority concerned. The first party's has no obligation and responsibilities on that particular part.

4.2 The Developer/Second Party's shall be entitled to appoint their own labours, masons, contractors, builders, engineer architect to construct the building and all expenses with regard to such appointments shall be borne by the second party's/Developer and all the risk and liabilities together with all responsibilities shall remain with the Developer/Second Party's and to that effect the Owner'/First Party's shall never be liable or responsible for any deviation from the sanctioned plan of Howrah Zilla Parishad debts, payments misappropriation of any money or anything whatsoever, eventuality takes place at the time or after construction completed and hand over to the prospective purchasers.

4.3 It is further agreed by and between the parties that the Second Party according to its allotted share in the said building/premises as stated hereinabove, the second party will have every right to dispose of flats, shop room and other covered space of their etc. of the said building in respect of its

allotted share therein to the Third Party i.e. buyer 'Purchaser' after allotment/use of Owner' share and the second party will have every right to enter into an agreement for sale and will have every right to take advance for the same from the intending buyers (Purchasers) for that purpose and the second party will have every right to appear before the registration Authority to execute any conveyance relating to share of Developer Allocation. That the Developer/Second party for the purpose of raising the said construction shall have absolute right to enter into an agreement for sale of flats and apartment in respect of its own allotted portions and to that effect they shall be entitled to receive the earnest money from the intending purchaser/s together with all advance thereof but in no material point of time the Owner' of their agreed share in the proposed building shall be liable for such advance or earnest money. That the said earnest money to be accepted by the second party/developer with its responsibility and risk which will be under share of the Developer Allocation.

4.4 That regarding any loss or damage caused or suffered on account of negligence of the developer arising out of the said

construction of the building, the developer shall held responsible and shall keep the Owner indemnified as per actual loss or damage as caused to the Owner.

4.5 That the developer will abide by the all the existing applicable laws/bye laws and regulation for the construction of the said building.

ARTICLE — V : APPARENT CONSIDERATIONS

5.1 That in consideration of the Agreement, the Owner/co-sharers have to allow the Developer/Second party's to construct the building at his schedule mentioned property. It is hereby settled that the Owner will get his share as to constructed area of the Owner from the 'A' Schedule mentioned property, in the newly constructed area of the proposed building after completion of construction, in all respect.

ARTICLE —VI

DEVELOPER' RIGHT AND REPRESENTATION

6.1 The Developer hereby undertakes to start construction of the building and to complete the whole complex as earlier possible and the Owner allocation will be delivered to the Owner within **30 months** from the date of sanction plan.

6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for renewal of the said plan including tax, Khajana at B.L. & L.R.O. by the Developer if any.

6.3 At its own to obtain all necessary permission and/or approval and consent in accordance with applicable laws/bye laws/regulation in this regard.

6.4 That the Developer shall demolish the old structures and shall take the materials of the old structures. It is agreed by the Developer that they shall intimate in writing to Owner about the sanction of the plan and then the Developer will start to demolish the old structure and the developer shall start construction of building immediately and construct the multi storied building.

6.5 To incur and pay all costs, charges and expenses for construction of the building at the said authority/Authorities concerned.

6.6 To bear all costs charges and expenses for construction of the building at the premises.

ARTICLE —VIIOWNER'S ALLOCATION

7.1 Owner shall get 30% of all constructed area including extra floor area including super build area of the proposed new multistoried building from ground floor to top floor along with proportionate undivided impartiable share of land underneath of the proposed building as owner's allocation.

7.2 The proportionate Ownership of the roof shall always remain with the Owner/Landlady and developer including the purchasers, who will purchase from the Developer's Allocation, shall have common right to use the said roof of the building for common use.

7.3 The Developer of the above shall at his own cost construct, erect and complete the building in all respect of the building as described above with the right, title and interest with common facilities and amenities together with at the said building. The stipulated period for the same would be within 30 months from the date of sanction plan to the Owner herein which will be latter on.

7.4 That after casting the first floor of the proposed building the parties of this development agreement shall execute and enter into a written notarized agreement about the distribution of their respective allocated area by mentioning flat no., floor no, area of Sq.ft etc.

7.5 The developer shall arrange rent free alternative accommodation for temporary living from the date of hand over the said property for construction purpose till delivery of owners' allocated area.

ARTICLE —VIII: DEVELOPER'S ALLOCATION

8.1 Developer allocation shall mean the area excluding the Owner' allocation stated in column No.1.11 including super built up area together with all rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building and the said allocated portion of constructed area shall absolutely being to the developer including the absolute right in the part of the developer for sale, transfer, lease or in any part of the developer for sale, lease or in any part with deal with the same and the developer shall

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have common right over the ultimate roof with the Owner and purchasers as per their respective share of allocation.

Developer shall be entitled to the entire constructed area with super built up area, portion in the building to be constructed at the said premises together with the proportionate undivided share on the said land with the right of use of common facilities and amenities and the Developer shall be entitled to enter into any agreement and/or tenancy agreement, lease agreement and transfer in his own name or in the name of his Nominee and to receive and realize and collect all money in respect therefore, and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the Owner/co-sharers and this agreement itself shall be treated as consent of the Owner.

8.2 Developer/Second party's will have right to bring electricity in its name and/or its nominees and/or in the name of Landlady in the said premises and the First Party's will make necessary co-operation in this regard. The second party's will

provide 440 volt meter and 220 volt meter for Lift, Lobby, stair case and common area of the said building. Provided that during the period of construction the existing meter will be used by the Developer and electricity charges will be paid by the Developer.

ARTICLE- IX — PROCEDURE

9.1 The Owner' shall grant to the development Power of Attorney as may be required for the purpose of development and/or erection of the building and all other necessary permission from the different authorities in connection with the construction of the building and also for perusing the follow up of the matter with the statutory body and other authorities and also in connection of leased out and/or tenancy basis of the allocated share of the developer in the proposed masonry building.

ARTICLE — X : CONSTRUCTION

10.1 The developer only shall be solely and exclusively responsible for construction as per agreed construction specification of the said building any deviation or extra

constructed area in the same premises i.e. treated with this agreement.

ARTICLE XI : BUILDING

11.1 The Developer shall at his own cost construct erect and complete the building and the common facilities and also amenities at the said premises in accordance with the plan with standard quality of materials, The Developer shall install and erect in the said building with under ground boring facilities for water connection at his own cost as per the below mentioned specifications and also as per drawings provided by the Architect. Pump water storage tanks, Electric connection, for common use in the building and also in the respective flats through concealed/casing wiring and other facilities as are required to be provided in a residential and commercial purpose of Multistoried Building in rental basis or otherwise tenancy basis.

ARTICLE XII — COMMON FACILITIES

12.1 The Developer shall pay and bear all Municipality/Panchayet Taxes and other dues and impositions and outgoing in respect of the said premises accruing due as

and from the date of this agreement till handing over the possession within the stipulated period in favour of the Owner as well as in favour of other flat Owner.

12.2 After the completion of the total construction of the building, the Developer shall provide the construction built up area as the Owner' allocation to the owner and thereafter the owner will bear the total maintenance charges according to his allocated area. The promoter will bear the maintenance charges till the entire construction of building is completed and therefore subsequent handing over the charges after formation of the association of building of Owner for the purpose of maintenance of the common portion of the building.

ARTICLE XII — LEGAL PROCEEDINGS

13.1 It is hereby expressly agreed by and between the parties herein that the Developer shall do all legal expenses, if necessary and the first parties shall not bear the same and shall not be liable for the same.

ARTICLE XIV — DEVELOPER'S INDEMNITY

14.1 The Developer hereby undertake to bear all third party's claim and actions arising out of any sorts of act of commission

of the Developer or relating to the construction of the building. The developer hereby undertakes to bear all acts, Suits costs, proceedings and claims that may arise out of the developer's action with regard to the development of the said premises and/or any defect therein.

ARTICLE XV-MISCELLANEOUS

15.1 The Owner and the Developer have entered into this agreement and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owner between the parties hereto in any manner nor shall the parties hereto constitutes as an Association or persons.

15.2 The Developer shall frame a scheme for the management and administration of the proposed building and/or common party's thereof to Owner hereby agree to abide the rules & regarding of such Management society, association holding Organization and hereby give his consent to abide by the same.

15.3 The name of the building shall be decided later on by the parties on mutual understanding.

15.4 There is no existing Agreement regarding Development of the said premises and that all other arrangements if any prior

to this Agreement have been cancelled and are being suspended by this Agreement.

15.5 Both the parties shall have the liberty to avail the opportunity under the specific performance of the contract for the non compliance of the convenient therein before at any time of any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or determination of any liability of any of the parties under this agreement and the parties can take any legal action within the jurisdiction of Howrah.

ARTICLE XVI-FORCE MAJEURE

16.1 The Developer shall be considered to be liable for any obligation hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the force Mejeure.

16.2 Force Majeure shall mean flood, Earthquake riot war tempest civil commotion stake and or any other act or commission beyond the reasonable control of the Developer.

16.3 That this agreement shall still in force until and unless the agreed allocated share of the Owner and developer in the proposed building will be allotted/sold out and/or disposed of.

16.4 That the period of this Agreement may increase 6 months with proper ground.

16.5 That for the time being or during the construction period for any requirement the any supplementary agreement, rectification deed or any other deeds if may be required the parties herein will be executed for smooth and running the said construction.

That the Owner herein will not claim any amount or any constructed area at the construction cost except Owner's allocated portion at present or in future further.

MISCELLANEOUS :

1) The First Party being the sole Owner of the said property, morefully described in the Schedule 'A' hereunder, do hereby appoint the second party as developer to construct a multi-storied building on the said property according to the sanctioned building plan.

- 2) That the First Party /Owner today handover to the Developer all original title deeds and all relevant papers and documents to the second parties/Developer taking with proper receipts.
- 3) That the Developer shall complete the construction of the said proposed building at its own risk and finance for which the Owner will have no liability and/or responsibility in this regard.
- 4) That the said proposed building will be constructed exclusively under the direct control, supervision and guidance of the Developer in accordance with the sanctioned plan and the Owner shall co-operate and/or assist in all possible ways so that the construction work may be completed smoothly within the stipulated period.
- 5) That if any deviation is made in that event the Developer will solely be responsible to regularize the same by paying fine and penalty before the appropriate authority and in this regard the Owner shall have no liability in any manner whatsoever.
- 6) That it is further agreed upon and mutually settled by and between the parties hereto that the cost of construction of the said proposed building shall be realized by the Developer either by executing the Tenancy or Lease Deed or Agreement by way of

transfer to the intending purchaser or other in respect of his allocated portion of the said proposed building to be constructed on the said property and in that case the First Party/Owner shall not demand any further consideration and the area.

7) That the Developer shall solely be responsible for construction of the said proposed building and also be responsible for the causality during construction. Developer shall be responsible for sale of flats from developer's allocated portion. Developer shall also be responsible for the construction work of the flats. The first party/Owner shall in no case be responsible for any defects in construction work. The construction of the first party's/Owner' allocated area will be constructed according to the specification as mentioned in the schedule 'B' hereunder.

8) That the First Party /Owner shall be bound to pay all dues i.e. rents, taxes and other impositions before any authority in respect of the said property till the execution of this agreement and after execution of this agreement the Developer shall pay

all rents, taxes etc. upto delivery^o of possession to the Owner and the Purchasers.

9) That the parties will abide by the terms and conditions thereto made and if necessary, parties enter into further agreement as will be necessary time to time for construction of the said multistoried building on the said property to be decided on mutual consent.

10) That it is agreed by and between the parties hereto that the Owner and the Developer and /or all members shall have common right over the roof of the said building according to his respective share.

11) All disputes and differences between the parties shall be settled before the District Judges' Court at Howrah.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of **Bastu land**, measuring an area as per deed **03 Cottah 20 Sq.ft** but at present as per physical measurement, the area of bastu land is more or less 02 Cottahs 14 Chittaks 42 Sq.ft with old residential structure measuring about 100 Sq.ft standing thereon situated within R.S. Khatian

No.753 under L.R. Khatian No.3868, under R.S. Dag No.345, corresponding to L.R. Dag No.382, under Mouza and Gram Panchayet Jhorehat, J.L. No.30, within P.S. - Sankrail, District-Howrah, Pin-711302, together with all hereditaments, advantages, privileges to use the road, drain etc along with rights to take water connection, electricity, telephone under or over the attached metal road thereto, within the jurisdiction of D.S.R. Howrah and A.D.S.R. Ranihati, which is butted and bounded as follows:-

ON THE NORTH- Part of R.S. Dag No.345.

ON THE SOUTH - 12 ft wide G.P. Metal Road.

ON THE EAST- 6 ft wide G.P. Metal Road.

ON THE WEST- Part of R.S. Dag No.345, Common drain.

THE SCHDULE 'B' ABOVE REFERRED TO

ALL THAT after completion of construction work of the said proposed building the First part will get Owner' allocated area which is mentioned above, together with undivided proportionate share of the land underneath of the said newly constructed building along with right of user of all common

facilities and amenities as would be avail in the said proposed building.

THE SCHDULE 'C' ABOVE REFERRED TO

ALL THAT On the other hand the Developer will get the remaining flats and other covered spaces of the said proposed building (except the Owner' allocation flats) as Developer's allocation together with proportionate undivided share and interest in the land underneath alongwith proportionate common/joint easement and amenities as would be available in the said proposed building as cost of construction and profit thereof.

THE SCHEDULE 'D' ABOVE REFERRED TO

(Particulars of Specification for Construction of Owner's allocated area)

1. BUILDING R.C.C. framed structure.
2. FOUNDATION: Standard quality of Cement, bricks, sand, stones and ISI Marked Rod.
3. WALL : outside brick wall 5" and both sides plaster internal and partition brick walls 5" plaster on both side.
4. Windows : Aluminum Sliding window with Grill.

5. DOORS : Main door by flush door, sal frame and other will be plywood. PVC door in Toilet.

6. Flooring : Tiles flooring all through with Skirting.

7. Sanitary Plumbing : P.V.C. soil and rain water pipes, all plumbing in bath rooms with concealed PVC pipes for water drainage, one water connection in kitchen, all bath room provided with showers, hot and cold line with Geeper point, Commode with one water connection.

8. ELECTRICAL POINT :- Concealed wiring through out the flats, in the bed room, 3 light, 1 fan, 1 point and 1 AC point, Dining - 1 fridge point, 1 TV point, Toilet- 1 light, 1 exhaust fan, 1 geezer points, kitchen- 1 light, 1 exhaust fan /chimney/ Aqua guard, 2 plug point, 16 Amp- Mic, 6 Amp Mix/ verandah- 1 light, 1 Fan, 1 point (washing machine). All electric meter shall be installed under staircase. All intending purchasers of each flat have to pay Rs.40,000/- (more or less) for installation of transformer and installation of electric meter to the developer.

9. Water Supply : Through P.V.C. pipe lines from the overhead tank and three water point.

10. Kitchen : Platform by black stone on top and 2 ft. height glaze tiles upon the black stone. SS Sink & 1 water point under table.

11. Bathroom : Antiskid floor tiles upto 6 ft. glaze tile from the floor level;

12. Stair : Marble flooring;

13. Lift : Lift shall be provide as per sanction plan.

14. External work : Outside wall plaster and weather coat colour externally.

15. Extra work: For any extra work, other than the above mentioned specification, the Owner and buyers will be liable to pay extra amount in advance before completion of the work.

16. GST shall be applicable upon consideration amount of each flat/unit/garage/shop etc.

THE SCHDULE 'E' ABOVE REFERRED TO

(Common Parts/Portions)

Common Parts/Portion described in this Development Agreement shall mean -

1. Entrance and exists of the Building.

2. Boundary walls and Main Gate.

3. All drainage and sewerage lines and other installations (except only those installed within the exclusive area of any Flat and/or exclusively for its use.
4. Stair-case, lobbies on all the floors including installations, for all the blocks.
5. Electric Sub-station and electrical wiring and other fittings (excluding only those installed within the exclusive area of any Flat and/or exclusively for its use).
6. Water pump, water pump space, sub-Marshall pump, over head water tank, together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any Flat).
7. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land and the Building as may be necessary for passage to and/or user of the Flats in common by the Owner of the building or individual flat.
8. Ultimate user of roof right, terrace right of the Building will remain common between the parties herein and with the other flat Owner without effecting the privacy of peaceful possession of other flat Owner.

MEMO OF CONSIDERATION

The developer on this date of execution of this agreement pay Rs.1,50,000/- to the Owner/Landlady as refundable security deposit as follows :-

<u>Date</u>	<u>Ch. No.</u>	<u>Bank & Branch</u>	<u>Amount</u>
19.01.2023	023501	S.B.I, B. Garden Br.	1.50,000/-
			<u>Total Rs.1,50,000/-</u>

IN WITNESS WHEREOF the parties hereto put their respective seals and signatures on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED
in presence of
WITNESSES:

1. *Sarbip Roy* : *Sanchari Das.*

Signature of the FIRST PARTY/OWNER

W2 - P. Shonchub

W3 - Sankar L

W4 - 12/1/23

Gopal Chakraborty

Ranchandrapur, Sankarmit
Howrah - 71313.

M/S. SASWADIP CONSTRUCTION

Swarjit Samanta
Proprietor

Signature of the SECOND PARTY/DEVELOPER

Drafted and Explained by me:

Supratik Das

Advocate.

Howrah Court.

Enrolment No. WB/459/2002.

Typed by:- *K. Kundu*

Kartik Kundu.

Howrah Court.

FORM FOR TEN FINGER IMPRESSION

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

Signature Sanchoi Doe

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

Signature Sanafit Samanta

Photo	Left Hand	Little	Ring	Middle	Fore	Thumb
	Right Hand	Thumb	Fore	Middle	Ring	Little

Signature _____



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



192022230259036701

GRN Details

GRN:	192022230259036701	Payment Mode:	Online Payment
GRN Date:	18/01/2023 18:00:33	Bank/Gateway:	State Bank of India
BRN :	CKV9544905	BRN Date:	18/01/2023 18 01 13
GRIPS Payment ID:	180120232025903669	Payment Init. Date:	18/01/2023 18 00 33
Payment Status:	Successful	Payment Ref. No:	2000134414/2/2023
[Query No* Query Year]			

Depositor Details

Depositor's Name:	Saswadip Construction
Address:	3/a, Nityananda Nagar, D S Lane, Sankrail, Howrah, West Bengal, 711109
Mobile:	7980275365
Contact No:	7980935315
Depositor Status:	Buyer/Claimants
Query No:	2000134414
Applicant's Name:	Mr S Nandi
Identification No:	2000134414/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	18/01/2023
Period To (dd/mm/yyyy):	18/01/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000134414/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	31
2	2000134414/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	1531
Total				1542

IN WORDS: ONE THOUSAND FIVE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-0513-00452/2023	Date of Registration	19/01/2023
Query No / Year	0513-2000134414/2023	Office where deed is registered	
Query Date	17/01/2023 12:00:19 AM	D.S.R. - II HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	S Nandi Thana : Howrah, District : Howrah, WEST BENGAL, Mobile No. : 7980935315, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,000/-]		
Set Forth value	Market Value		
Rs 2/-	Rs. 14,16,375/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs 5.021/- (Article:48(g))	Rs. 1,553/- (Article:E, E, B)		
Remarks			

Land Details :

District: Howrah, P.S:- Sankrail, Gram Panchayat: JHORHAT, Mouza: Jhorhat, JI No: 30, Pin Code : 711302

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-382 (RS :-)	LR-3868	Bastu	Bastu	3 Katha 20 Sq Ft	1/-	13,48,875/-	Property is on Road Adjacent to Metal Road.
Grand Total :					4.9958Dec	1 /-	13,48,875 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	67,500/-	Structure Type: Structure

Gr. Floor. Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca. Extent of Completion: Complete

Total :	100 sq ft	1 /-	67,500 /-	
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Word Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Miss Sanchari Das (Presentant) Daughter of Late Udayendu Das Executed by: Self, Date of Execution: 19/01/2023 Admitted by: Self, Date of Admission: 19/01/2023, Place : Office			
Jhorehat Pajarbagan, City:- Not Specified, P.O:- Jhorehat, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of India, PAN No : chxxxxxx5n, Aadhaar No: 37xxxxxxxx9811, Status :Individual, Executed by: Self, Date of Execution: 19/01/2023 , Admitted by: Self, Date of Admission: 19/01/2023, Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Saswadip Construction 3/a Nityananda Nagar, City - Not Specified, P.O - D S Lane, P.S -Sankrail, District -Howrah, West Bengal, India, PIN - 711109, PAN No : cixxxxxx4g, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Surajit Samanta Son of Late Janaki Prasad Samanta Date of Execution - 19/01/2023, , Admitted by: Self, Date of Admission 19/01/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Surajit Samanta Son of Late Janaki Prasad Samanta Date of Execution - 19/01/2023, , Admitted by: Self, Date of Admission 19/01/2023, Place of Admission of Execution: Office			
Name	Photo	Finger Print	Signature						
Mr Surajit Samanta Son of Late Janaki Prasad Samanta Date of Execution - 19/01/2023, , Admitted by: Self, Date of Admission 19/01/2023, Place of Admission of Execution: Office									
3/a Nityananda Nagar, City - P.O - D S Lane P.S -Sankrail, District -Howrah, West Bengal, India, PIN - 711109 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No: cixxxxxx4g, Aadhaar No: 20xxxxxxxxS885 Status :Representative Representative of Saswadip Construction (as proprietor)									

Details :

	Photo	Finger Print	Signature
Minas Das Son of Mr. Sambhu Das Sanchandrapur, City:-, P.O:- Sanchandrapur, P.S:-Sankrail, District:- Howrah, West Bengal, India, PIN:- 711313			
	19/01/2023	19/01/2023	19/01/2023

Identifier Of Miss Sanchari Das, Mr Surajit Samanta

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Miss Sanchari Das	Saswadip Construction-4 98583 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Miss Sanchari Das	Saswadip Construction-100 00000000 Sq Ft

Land Details as per Land Record

District: Howrah, P.S:- Sankrail, Gram Panchayat: JHORHAT, Mouza: Jhorhat, JI No: 30, Pin Code: 711302

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 382, LR Khatian No:- 3868	Owner: উদয়েশু দাস, Gurdian জয়বন্ধু, Address: নিজ, Classification: বাড়ি, Area: 0.05000000 Acre.	Seller is not the recorded Owner as per Applicant

18-01-2023

Certificate of Admissibility (Rule 42, W.B. Registration Rules 1962)

Executed under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48
of Indian Stamp Act 1899

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

Presented for registration at 12.25 hrs. on 19-01-2023, at the Office of the D.S.R. - II HOWRAH by Miss Sanchari Das
(Amulanti)

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
14,16,275/-

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

Execution is admitted on 19/01/2023 by Miss Sanchari Das, Daughter of Late Udayendu Das, Jhorehat Rajarbagan,
P.O. Jhorehat Thana Sankrail, Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by Profession
Student

Indentified by Mr Manas Das, Son of Mr Sambhu Das, Ramchandrapur, P.O. Ramchandrapur, Thana: Sankrail, ,
Howrah, WEST BENGAL, India, PIN - 711313, by caste Hindu, by profession Service

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

Execution is admitted on 19-01-2023 by Mr Surajit Samanta, proprietor, Saswadip Construction (Sole Proprietorship),
1/A Nityananda Nagar, City - Not Specified, P.O. - D S Lane, P.S. - Sankrail, District - Howrah, West Bengal, India, PIN:-
711109

Indentified by Mr Manas Das, Son of Mr Sambhu Das, Ramchandrapur, P.O. Ramchandrapur, Thana: Sankrail, ,
Howrah, WEST BENGAL, India, PIN - 711313, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,553.00/- (B = Rs 1,500.00/-, E = Rs 21.00/-
+ Rs 28.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,521/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/01/2023 6:01PM with Govt. Ref. No. 192022230259036701 on 18-01-2023, Amount Rs: 1,521/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKV9544905 on 18-01-2023, Head of Account 0030-03-104-001-16

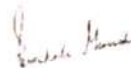
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs
5,000.00/-, by online = Rs 21/-

Description of Stamp

Stamp Type: Impressed, Serial no 3343, Amount: Rs 5,000.00/-, Date of Purchase: 18/01/2023, Vendor name:
Sourya Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/01/2023 6:01PM with Govt. Ref. No. 192022230259036701 on 18-01-2023, Amount Rs: 21/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKV9544905 on 18-01-2023, Head of Account 0030-02-103-003-02



Panchali Munshi
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II HOWRAH
Howrah, West Bengal

of Registration under section 60 and Rule 69.

red in Book - I

me number 0513-2023, Page from 21798 to 21842
eing No 051300452 for the year 2023.



Digitally signed by Panchali Munshi
Date: 2023.02.02 12:55:28 +05:30
Reason: Digital Signing of Deed.

(Panchali Munshi) 2023/02/02 12:55:28 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II HOWRAH
West Bengal.

(This document is digitally signed.)