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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

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

22 NOV 2023

Indira Shaw.

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 22nd day of November, 2023 (Two Thousand Twenty Three)

BETWEEN

MEGHA CONSTRUCTION

Arun Kumar Baidya
 Proprietor

125701 17 NOV 2023

1000/-

NO..... DATE..... RS.....

NAME..... *Hiron Kumar Baidya*

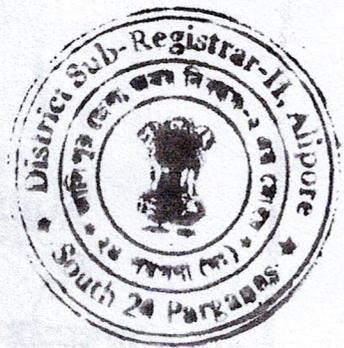
ADDRESS..... *47B1, Banker Behari Chatterjee Road*

ALIPORE JUDGES COURT
A. K. SAMAJPATI

STAMP VENDOR

[Signature]
SIGNATURE

1207-42



District Sub Registrar-II
Alipore, South 24 Parganas
22 NOV 2023

Identified by me.
Debarhis Mandal,
Advocate
S/o Late N.K. Mandal
Alipore Judges Court,
Kolkata - 700027.

SMT. INDIRA SHAW, (PAN: ALJPS7187E), (Aadhaar No. 3410 5691 0352), wife of Sri Om Prakash Shaw, by faith Hindu, by occupation - Business, by Nationality - Indian, residing at 27/2, Tollygunge Circular Road, P.O. New Alipore, P.S. Behal at present New Alipore, Kolkata - 700053, hereinafter called and referred to as the "**OWNER/LANGLADY**" (which expression unless excluded by or repugnant to the context or subject be deemed to mean and include her respective heirs, successors, executors, administrators, legal representatives and assigns) the **PARTY** of the **FIRSTPART**.

AND

M/S MEGHA CONSTRUCTION, represented by the proprietor **SRI HIRON KUMAR BAIDYA, (PAN: AICPB5681L), (Aadhaar No. 9062 7779 3836)**, son of Sri Haripada Baidya by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 47B, Banku Behari Chatterjee Road, P.S. Kasba, Kolkata - 700042, hereinafter called and referred to as the "**DEVELOPER**" (which expression unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) the **PARTY** of the **SECOND PART**.

WHEREAS one Sujay Ganguly owned and possessed of one plot of Bastu Land measuring about 5 (Five) Cottahs 1 (One) Chittacks 30 (Thirty) Sq. Ft. equivalent to 3675 Sq. Ft. more or less together with tin shed structure in Mouza - Punja Sahapur, J.L. No. 9, Touzi No. 101 & 161, R.S. Dag No. 3, under R.S. Khatian No. 245, under Police Station Behala, under District - South 24 Parganas, at present within the local limit of the

Kolkata Municipal Corporation, under K.M.C. Ward No. 118, presently known and numbered as K.M.C. Premises No. 368/6/1, S. N. Ray Road, Kolkata - 700038.

Indira Shaw.

AND WHEREAS during his enjoyment over the said property said Sujay Ganguly for a valuable consideration sold, transferred and conveyed the above mentioned property in favour of one Smt. Sona Adya, wife of Dulal Adya by execution of a Deed of Conveyance, which was duly registered on 15.06.1982 before the District Sub Registrar at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 193, Pages from 205 to 212, Being No. 7907 for the year 1982.

AND WHEREAS thereafter said Smt. Sona Adya during her enjoyment and possession over the said property sold, transferred and assured ALL THAT piece and parcel of Bastu Land measuring about 1 (One) Cottah 18 (Eighteen) Sq. Ft. more or less with temporary structure standing thereon out the above mentioned Land measuring about 5 (Five) Cottahs 1 (One) Chittacks 30 (Thirty) Sq. Ft. more or less unto and in favour of Sri Ganga Prasad Shaw by execution of a Deed of Conveyance, which was duly registered on 21.04.1983 before the District Sub Registrar at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 154, Pages from 191 to 200, Being No. 5376 for the year 1983.

AND WHEREAS said Smt. Sona Adya during her enjoyment over the balance portion of Land and property again sold, transferred and assured ALL THAT piece and parcel of Bastu Land measuring about 1 (One) Cottah 1 (One) Chittacks 28 (Twenty Eight) Sq. Ft. with temporary structure standing thereon more or less unto and in favour of Sri Ganga Prasad Shaw by execution of another Deed of Conveyance, which was duly registered on 16.01.1985 before the District Sub Registrar at Alipore,

South 24 Parganas and recorded in Book No. I, Volume No. 4, Pages from 326 to 332, Being No. 0225 for the year 1985.

AND WHEREAS thus the said Ganga Prasad Shaw became the sole and absolute owner or otherwise well and sufficiently entitled to as the owner of ALL THAT piece and parcel of Bastu land measuring more or less 2 (Two) Cottahs 2 (Two) Chittacks 1 (One) Sq. Ft. together with tin shaded structure standing thereon at Mouza - Punja Sahapur, J.L. No. 9, Touzi No. 101 & 161, R.S. Dag No. 3, under R.S. Khatian No. 245, under Police Station Behala, under District - South 24 Parganas, at present within the local limit of the Kolkata Municipal Corporation, under K.M.C. Ward No. 118, presently known and numbered as K.M.C. Premises No. 368/6/1, S. N. Ray Road, Kolkata - 700038, which is more fully and particularly mentioned and described in the FIRST SCHEDULE herein below written.

AND WHEREAS during his enjoyment over the said property said Ganga Prasad Shaw out of his natural love and affection made an unconditional gift in favour of his younger daughter-in-law Smt. Indira Shaw ALL THAT piece and parcel of Bastu land measuring more or less 2 (Two) Cottahs 2 (Two) Chittacks 1 (One) Sq. Ft. together with tin shaded structure standing thereon at Mouza - Punja Sahapur, J.L. No. 9, Touzi No. 101 & 161, R.S. Dag No. 3, under R.S. Khatian No. 245, under Police Station Behala, under District - South 24 Parganas, at present within the local limit of the Kolkata Municipal Corporation, under K.M.C. Ward No. 118, presently known and numbered as K.M.C. Premises No. 368/6/1, S. N. Ray Road, Kolkata - 700038 by execution of a Deed of Gift, which was duly registered on 22.04.2010 before the District Sub Registrar - II at Alipore, South 24 Parganas and recorded in Book No. I, CD Volume No. 14, Pages from 2128 to 2141, Being No. 03703 for the year 2010, more-

Indira Shaw

fully and particularly mentioned and described in the FIRST SCHEDULE herein below written.

AND WHEREAS thus by virtue of the aforesaid Deed of Gift dated 22.04.2010 said Smt. Indira Shaw became the sole and absolute owner of the FIRST SCHEDULE mentioned property and at present is in possession of the said property, in which none other than the owner has any right, title, interest and possession whatsoever.

AND WHEREAS while seized and possessed of the said property the present Owner Smt. Indira Shaw has decided to develop her said property by erecting a new building instead of her old and dilapidated temporary structure within the said land, but due to paucity of funds and having no knowledge of construction work the said owner/landlady has made an approach the Second Party Developer to take the responsibility of construction of the new building at the said premises.

AND WHEREAS the Second Party Developer has accepted the offer and proposal of the owner and decided to develop the property being K.M.C. premises No. Premises No. 368/6/1, S. N. Ray Road, P.S. Behala, Kolkata - 700038 under K.M.C. Ward No. 118, being Assessee No. 411181202330, which is more fully mentioned in the **FIRST SCHEDULE** hereunder on terms and conditions as stated hereunder to be based on sharing of built up area of the proposed new building as Owners' allocation and Developer's allocation and such building to be constructed on the premises and property of the owner herein.

AND WHEREAS the owner herein, having accepted the offer the developer, subject to the terms and conditions hereinafter contained, agreed to permit the Developer to develop her said property, more fully

described in the **FIRST SCHEDULE** hereunder in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS in order to avoid all future complications and misunderstanding and to safeguard the right, title and interest of the owner and the developer, the parties herein have decided to enter into this Agreement in writing.

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

DEFINITIONS

1. (a) Common Facilities shall mean and include Services, ingress and egress over the common entrance from the road, common staircase, drains, sewers, sanitary, water supply from the main water reservoir, overhead water reservoir, water pump, water pipes and fittings, electric and telephone wiring and connections, corridors, pathways, passageways, open space and other facilities whatsoever appurtenant to the said building, which are necessary for proper and beneficial enjoyment of the said building or part thereof to be constructed on the said property.
- (b) Sanction plan shall mean building sanction Plan, which is to be sanctioned and/or revised sanction to be done by the Kolkata Municipal Corporation. All the necessary sanction fees and other

incidental charges shall be borne by the second party Developer after the execution of this Development Agreement.

- (c) The owner's share or allocation shall mean ALL THAT piece and parcel of 50% of built up area at the Eastern side of the new building to be constructed as per the sanctioned building plan, consisting of several flats in different floors at the new building to be constructed over the said schedule plot of land as per the sanctioned building plan along with undivided proportionate share or interest in the land and common facilities and amenities as to be provided in the said proposed new building, which is more fully described in the SECOND SCHEDULE hereunder written.
- (d) The developer's share or allocation shall mean ALL THAT rest or 50% of built up area at the Western side of the new building to be constructed as per the sanctioned building plan, consisting of several flats in different floor and/or all other flats and constructed areas as per the sanction plan of the K.M.C. of the new building to be constructed over the said plot of land with proportionate share and interest in the land along with other common facilities and amenities to be provided in the proposed new building, other than the owner's share and allocation, which is more fully mentioned in the THIRD SCHEDULE herein below written.

- (e) The said 'Building' shall mean the completely constructed straight 3 (Three) storied building or as may be sanctioned by the K.M.C. over the said property as mentioned in the first schedule hereunder and as per the sanctioned plan granted by the concerned authority of K.M.C inclusive of one common pump room to be constructed below the staircase, open space on the ground floor.
- (f) 'Force Majeure' shall mean and include earthquake, riot, strike or any other act or omission beyond the reasonable control of the Developer.
- (g) The stipulated period of time for the purpose of completion of the said new building shall be of 18 (Eighteen) months from the date of sanction of the building plan of the new building. The time for completion of the said building may be varied or changed or extended by another 3 (three) months subject to 'force majeure' and due to unavoidable circumstances. If the project is not completed within the extended period of stipulated time, then the owner shall be entitled to get compensation from the developer, till the completion of the proposed new building within a further period of 6(six) months, for which compensation will be determined before the lapse of the enhanced or extended period of time.
2. That the owner hereto simultaneously with the execution of these presents shall handover /deliver all the originals of the title deeds, tax bill

of K.M.C. and site plan etc. and all other relevant papers and documents relating to the said property as mentioned in the First Schedule herein below for the purpose of obtaining sanction building plan, for obtaining financial assistance by the intending purchasers of flats in respect of the Developer's allocation and for obtaining any other permissions and/or sanctions from any other Authorities, as required. The said original Deeds and documents will be returned back to the Owner by the Developer at the time of delivery of Owner's allocation in the new building to the Owner.

3. That the subject matter of this agreement between the owner and the Developer is the erection and construction of a new building over the said plot of land of the aforesaid owner and delivery of possession of the owner's allocation, which is more fully and particularly mentioned and described in the Second Schedule herein below written.

4. That at the execution of this agreement, first party owner shall further execute a Development Power of Attorney and/or General Power of Attorney in favour of the second party developer herein for performing all the works relating to the said development.

5. That the Second Party Developer hereto shall undertake to complete the said building at his own cost, expenses with his personal efforts and the owner shall not be liable for any kind of liability regarding materials and labours and also shall not take any risk and liability relating to the construction of the said building.

6. That the Second Party Developer shall be at liberty to appoint and/or engage any qualified Engineer, Architect, Supervisor, mason, Labour of his own choice to complete the said building on the said first schedule property. But the owner shall always be entitled to inspect the said construction work by appointing any other architect or L.B.S. of her own choice, for which the developer shall supply a photocopy of the sanction plan to the owner.

7. That the Developer shall construct the said building strictly according to the plan to be sanctioned and/or revised sanctioned of both the structural and elevation plan by the Authority of Kolkata Municipal Corporation.

8. That the Developer shall commence the construction of the said building immediately after the sanction of the building plan and after the handover or delivery of the physical possession of the said land and structure in favour of the Developer by the Owner and complete the entire building within the stipulated period of time as mentioned herein in this development agreement.

9. That the First Party Owner in accordance with the terms and conditions herein contained shall deliver upon the Developer the physical possession of the schedule property within 15 (fifteen) days from the execution of this Agreement for Development and shall be conferred all power and authority upon the developer as may be necessary for the construction and erection of the said new building.

10. That the owner shall willingly assist the Developer in submitting applications, declarations, affidavit etc. to the various Govt. and non-Govt. Authorities including the Kolkata Municipal Corporation for obtaining permissions, approvals, sanction and other matters required to be done and perform in connection with the construction of the said new building on the said First Schedule property at the cost and expenses of the developer.
11. That the First Party Owner shall not interfere with or shall not create any obstruction in any manner during the construction work, if the construction continues lawfully.
12. That the Second Party Developer shall be at liberty to select and accept prospective purchaser or purchasers in respect of the transfer of the allocation of the developer i.e. from Developer's share at any rate or consideration as may be fixed by him and shall be entitled to receive advance and/or part payment from the intending Purchaser/s and shall be able to register the developer's portion or allocation as the 'Attorney' on behalf of the owner. The developer shall also be entitled to retain any portion or flat in the new building from the Developer's allocation for his personal use or for the use of his nominee or nominees.
13. That the First Party owner hereby declares that she has absolute right and good marketable title over the said schedule property and the same is free from all encumbrances, liens, attachments, claims, mortgage, charges and lispendens whatsoever and the owner has already mutated her name in the records of the K.M.C. and since this day of execution the owner/landlady shall sign and execute all the papers and documents as

may be required for the completion of the said building over the said schedule property.

14. That the First Party Owner hereby undertakes that the Developer shall be entitled to complete the construction of the said 'new building' in accordance with the sanctioned building plan to be obtained from Kolkata Municipal Corporation and shall have exclusive right to retain, enjoy, transfer or otherwise deal with the developer's share or allocation in the said property without any right, title, claim or interest or interference from the Owner/landlady herein.

15. That on the other hand the Second Party Developer undertakes to construct the said building according to the sanctioned plan with standard materials and also undertakes to pay all damages, penalty or compounding fees payable to the appropriate authority or other body or authority concerned relating to any deviation put in the construction. The Developer shall pay the requisite sanction fees, penalties and other charges etc. payable to Kolkata Municipal Corporation and shall be responsible for any default in the construction of the said proposed new building.

16. That the Second Party Developer shall act as an independent contractor and undertakes to keep the owner/landlady indemnified from and against all third party claim or actions arising out of any act or work of the developer relating to the construction of the said building over the said schedule property.

17. That all the costs of stamping, typing, and registration of this agreement shall be borne by the Second Party Developer.

18. That both the First Party Owner and Second Party Developer undertakes not to do any act or activities, which may in any manner contravenes the terms and conditions of this agreement in respect of the said proposed new building to be constructed over the said property as mentioned in the First Schedule herein below.
19. That if the construction of the said building is neglected, delayed or otherwise fails due to breach of contract and/or default on the part of the Developer herein, then the First Party Owner shall be entitled to get compensation for all losses suffered by her, subject to applicability of 'force majeure' at the rate or rates to be determined by the parties by mutual discussion.
20. That during the continuation of the construction work and within the specific period of time for completion of the said building, both the first party owner and second party Developer shall not transfer, lease, mortgage or charge or in any way encumber the said schedule property, which is the subject matter of this agreement for development.
21. That the developer shall deliver the possession of the owner's allocation to the owner within the stipulated time frame and thereafter the developer shall deliver the possession of the other flats in respect of the developer's allocation to the prospective purchasers.
22. That the Second Party Developer shall use standard building materials for the purpose of construction of the said building, which will be available easily in the local market. Some specification of the nature of

construction and materials and other accessories are mentioned herein, which shall be as follows:-

FOUNDATION: The foundation of the building shall be of reinforced cement concrete (RCC) with concrete pillars by using reputed brand cement and TMT bars of reputed brand.

STRUCTURE: The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. columns beams slabs etc.

ELEVATION: Front elevation with exclusive finish.

WALLS: The external walls of the building shall be 200 mm thick brick walls i.e. 8" inches thick and the partition walls inside the flats shall be of 75/125 mm thick i.e. 3" /5" inches both to be bounded with cement mortar.

PLASTERING: All internal surfaces shall be plastered with cement and sand and finished with wall putty. All external walls shall be plastered with cement and sand and painted with first class water proof cement paints of reputed brand.

FLOORING AND SKIRTING: All flooring and skirting inside the flat shall be laid with 2"x2" size vitrified tiles or Marble. The skirting shall be of 4" inches. The toilet shall have 5'-6" feet dado of first class glazed tiles. The kitchen shall have 2'-6" feet dado of non-sticky type first class tiles above the kitchen platform including the S.S. sink area. Floor of the bathroom shall be non-skid type tiles finished.

KITCHEN: Kitchen flooring shall be tiles finished and cooking platform shall be of black stone and one stainless steel sink of 18 inch / 20 inch shall be provided.

DOORS: All doors frames shall be made of wood. All the doors shall be commercial flash types affixed on wooden frame painted with primer and fitted with door stopper and shall be provided with magic eye and lock.

WINDOWS: Window shall be of aluminum frame sliding type, fitted with glass. M.S. steel square bar grills shall be fitted from the outside of the windows.

TOILET FITTINGS: All toilets will be provided with concealed plumbing. Each bathroom shall have one Indian W.C. of white colour of Hindware brand or any other reputed brand with one P.V.C. Cistern, one white coloured porcelain basin, three stopcocks, two bib cocks, one shower. One separate white colour small porcelain basin shall be provided at the dining space for washing of hands after meals.

ELECTRICALS: All electrical lines to be concealed having first class copper wire of Havells or Finolex brand. All switchboards to be of sheet metal with front cover of perplex sheet first class switches/plugs/sockets/MCB of reputed brand are to be provided on all electrical points. All flats shall have separate meters in the individual names of the purchaser and the purchaser shall borne the requisite costs and security deposit as would be spent on such account. The Developer shall render all assistance if required and requested.

ELECTRICAL POINTS: Master bed room : Two light points, one fan point, one multi-plug point (5 amp) and one night lamp point.

Kitchen : One light point, one Chimney point, one power point, one multi plug point (15 amp).

Bathroom : One light point, one exhaust point, one 15 amp. Plug point for Geysers.

W.C. : One light point, one exhaust fan point.

Living/Dining room: Two light points, one fan point, one combined plug point (15/5 amp). one T.V. point, one refrigerator point and one separate plug point (5 amp) for washing machine.

Stairs : One light point in each landing.

Roof : Two light points.

Ground : Adequate light points

RESERVOIR: Overhead reservoir shall be made of concrete or may be of PVC on the roof and the underground reservoir shall be made of concrete with full arrangements of lifting and delivering and distribution of water within each of the flats.

WATER SUPPLY: Filtered water supply from the main water supply of the K.M.C.

PLUMBING: Rain water pipe line shall be of PVC of supreme brand and sewerage and drainage lines will be made of casting pipes of standard quality with all plumbing accessories and other sanitary pipe lines and accessories shall be of standard quality PVC.

WATER PUMP: One normal pump will be fitted at the cost of the developer. If any additional normal pump is installed at the request of the flat owners, then the cost of such additional pump shall be borne by the flat owners proportionately.

ROOF : Water slippage treatment to be provided over the ultimate roof.

STAIRS : All landings and steps of the stair case will be marble finished.

OPEN SPACE /LAND : All open spaces /land on the ground floor is to be laid with Cemented floor.

EXTRA WORK : That in case if the owner and purchasers of the flats of Developer's allocation desire to install any extra fittings/fixtures, in excess of the above mentioned specification, in such event the owner and the purchasers shall be liable to bear or pay the costs of such extra fittings/fixtures and other materials of sanitary goods or plumbing articles including costly combined taps and showers, basins etc.

23. That if necessary the second party developer shall be entitled to give consent to the intending purchasers for obtaining a bank finance to complete the purchase of flat/flats out of the developer's share or allocation in the said new building in accordance with this Development Agreement. Then in such case the First Party owner shall not raise any objection in it and shall sign only in the required papers and documents given by the bank or financial institution for confirmation of the title of the said property for the said finance to be obtained from the Bank or financial institution.

24. That save and except the foregoing covenants the second party Developer hereto shall make or do or cause to be made or done all or any act, deed or thing whatsoever, which he will think fit and proper for the purpose of completion of the said building in beneficial way.

25. That if the Second Party Developer fails and neglects to complete the said building and/or construction within the stipulated period of time and in the manner aforesaid, then the owner hereto shall be at liberty to cancel this agreement by giving two months prior notice to the Developer by showing the cause for such cancellation or stating the fault of the Developer and/or enforce this development agreement before the competent Court of law. In the event of cancellation of this Development Agreement the First Party Owner shall be able to take physical possession of the under construction or unfinished building from the Developer, only after refund of the entire investment made by the Developer towards the development of the said property. The investment of the Developer towards the development of the said property or towards the construction of the new building shall not be forfeited by the Owner at any point of time, either in the event of cancellation of Development Agreement or in the event of sudden death of the Developer. In the event of the death of the Developer, the legal heirs and successors of the Developer shall complete the unfinished new building after consequential reconstitution of the present Development Agreement.

26. That at the time of execution of the Agreement for Development, the Developer has given a sum of Rs.50,000/- (Rupees Fifty Thousand) only to the Owner as the Security Deposit to be held by the Owner during the construction of the new building, which will be refunded by the Owner to the Developer at the time of delivery of Owner's allocation by the Developer.

27. That during the construction work of the new building or after completion of the said new building, if the developer can be able to obtain further or additional sanction of any other floor or any portion over and above the said 3 (three) storied building, then in that case the Owner/Landlady shall be entitled to get 50% of the additional area on the 3rd floor and for which a fresh Supplementary Agreement will be executed by and between the Owner/Landlady and the Developer for distribution of such each of their allocation for such further or additional construction.

28. That if any dispute and discrepancy may arise and/or cropped up by and between the parties hereto during the continuation of the construction of the said building regarding any clause as aforesaid or transfer of any flat/flats, then that shall be settled mutually by the parties by discussion amongst themselves and with the help of their common Advocate.

SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

FIRST SCHEULE

ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 2 (Two) Chittacks 1 (One) Sq. Ft. more or less together with tin shaded structure measuring about 150 Sq. Ft. standing thereon at Mouza - Punja Sahapur, J.L. No. 9, Touzi No. 101 & 161, R.S. Dag No. 3, under R.S. Khatian No. 245, under Police Station Behala, under District - South 24 Parganas, at present within the local limit of the Kolkata Municipal Corporation, under K.M.C. Ward No. 118, presently known and numbered as K.M.C. Premises No. 368/6/1, S. N. Ray Road, Kolkata - 700038, being Assessee No. 411181202330, fully butted and bounded by:

ON THE NORTH : By Land of Sujay Ganguly

ON THE SOUTH : By 12' Ft. wide K.M.C. Road

ON THE EAST : By House of Smt. Sona Adya

ON THE WEST : By Land of Prasanta Guha

SECOND SCHEDULE

Owner's Allocation

ALL THAT piece and parcel of 50% of built up area at the Eastern side of the new building as per the sanctioned building plan, consisting of several flats in different floors at the new building to be constructed over the said schedule plot of land as per the sanctioned building plan together with undivided proportionate share in the land and common facilities and amenities as to be provided in the said proposed new building.

Indira Shao.

THIRD SCHEDULE
Developer's Allocation

ALL THAT rest or 50% of built up area at the Western side of the new building as per the sanctioned building plan, consisting of several flats in different floors at the new building to be constructed over the said plot of land as per the sanctioned building plan of the K.M.C. and/or all other flats and constructed areas together with proportionate share and interest in the land along with other common facilities and amenities to be provided in the proposed new building, other than the owner's share and allocation.

FOURTH SCHEDULE
(COMMON EXPENSES)

- 1(a) Cost and expenses for maintaining, repairing, decorating etc. of the said building and the said common areas and facilities to be enjoyed and/or to be used by the purchaser in common with other apartment owners.
- (b) Cost of cleaning and lighting of passage, landings, stair case and other parts of the said building to be enjoyed or to be used by the purchasers in common as aforesaid.
- (c) Electric charges for the pump, motor, and common lights, etc.
- (d) Cost of working and maintenance of common service such as line of filtered and unfiltered water, sewerage or drain, rain water pipes, and water pipes etc.
- (e) Cost of consumption of water as may be charged by The Kolkata Municipal Corporation or any other authority.
- (f) Other outgoings.

2. Common expenses mean expenses for administration, maintenance, repair or replacement of the common areas and facilities and all other sums assessed against such apartment owners' by the owner or the said Association as the case may be.
3. Cost of maintaining, operating, replacing and installing implements, including pump, motor, pipes, etc. for the common services.
4. Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the said building.

FIFTH SCHEDULE

(COMMON AREAS & FACILITIES)

- 1) The land on which the building is located and all easement rights, appurtenances belong into the land or to the building (proportionate share of land).
- 2) The foundations, columns, girders, beams, supports, main walls, stairs, stairs ways, entrance and exit of the building.
- 3) Installation of common services such as power, lights, sewerage etc. including common user for main staircases. Lights, back spaces etc.
- 4) Tanks, pump, motor, compressors, pipes and ducts and in general all apparatus and installations.
- 5) All other parts of the property, which is necessary or convenience to its existence, maintenance and normally in common use.
- 6) Such other common facilities as may be brought into existence by the owners, developer or provided for the declaration and by amendment of section 3(d) of the West Bengal Apartment Ownership Act, 1972.
- 7) Roof right is common for all the flat owners including the First Party Owner herein.

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

SIGNED, SEALED AND DELIVERED by
the **Parties** hereto at Kolkata in
the presence of the **WITNESSES** :-

- 1) *Krishna Gopal Sahoo*
1/36 Ananda pally (west)
Kolkata - 700093

Indira Shaw

SIGNATURE OF THE OWNER/

LANDLADY

- 2) *Abhijit Das*
27/2 T.C. Road
Kolkata - 700053

MEGHA CONSTRUCTION

Hem Kumar Das
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by me

Debashis Mandal

(DEBASHIS MANDAL)

Advocate

Alipore Judges Court

Kolkata-700027

Enrollment No.: F-349/353 of 1993

MEMO OF CONSIDERATION

Received from the within named developer a total sum of **Rs.50,000/-**
(Rupees Fifty Thousand) only as the payment of Security Deposit to be
held with the within named owner, which has been paid by the Developer
as in the following manner:-

By Cheque No.-~~929606~~..... dated ~~22.11.2023~~

Drawn on Punjab National Bank,

Rabindra Sarabor Branch, Kolkata - 700029,

Rs.50,000/-

Total: Rs.50,000/-

(Rupees Fifty Thousand) only.

WITNESSES:

1. *Krishna Jyoti Saboo*

Indira Shaw.

SIGNATURE OF THE OWNER

2. *Ashutosh*

SPECIMEN FORM FOR TEN FINGERPRINTS



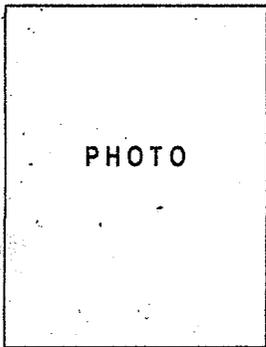
Julio Shaw

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

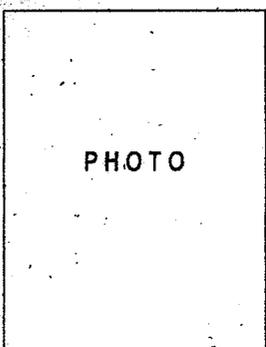


Am Kumar Baidya

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



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



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



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



171120232028708548

GRIPS Payment Detail

GRIPS Payment ID:	171120232028708548	Payment Init. Date:	17/11/2023 16:29:15
Total Amount:	7042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	2999286071336	BRN Date:	17/11/2023 16:29:41
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

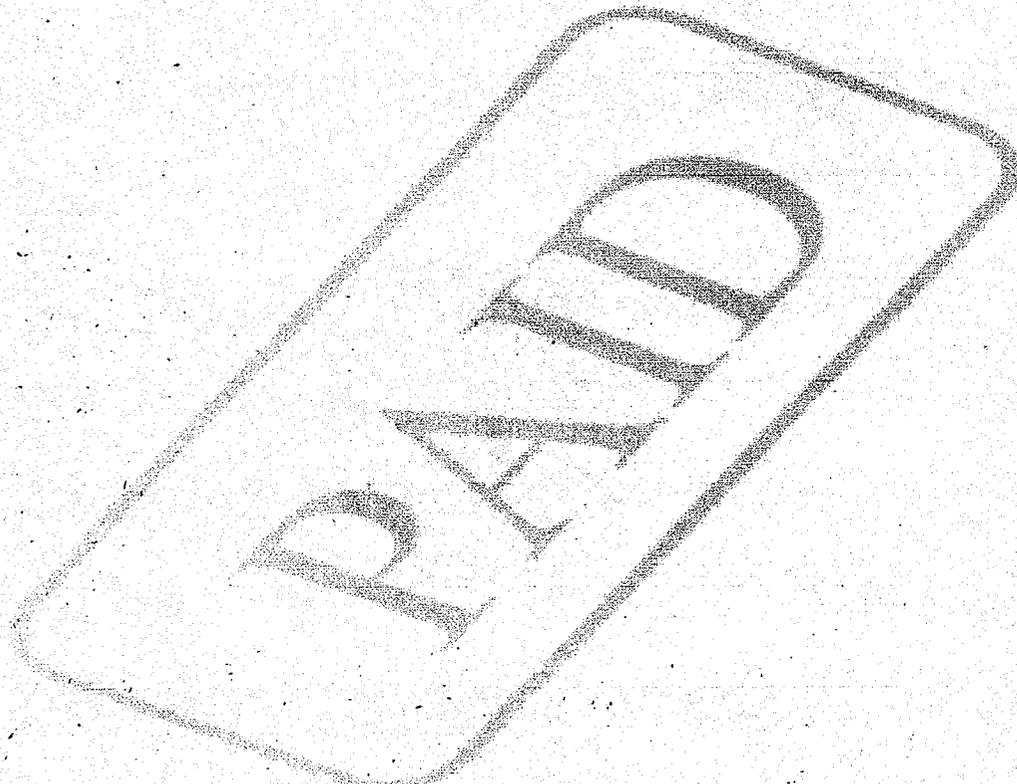
Depositor's Name: Mr Hiron Kumar Baidya
Mobile: 9903602328

Payment (GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240287085498	Directorate of Registration & Stamp Revenue	7042
Total			7042

IN WORDS: SEVEN THOUSAND FORTY TWO 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



192023240287085498

GRN Details

GRN: 192023240287085498 Payment Mode: SBI Epay
GRN Date: 17/11/2023 16:29:15 Bank/Gateway: SBIEpay Payment Gateway
BRN : 2999286071336 BRN Date: 17/11/2023 16:29:41
Gateway Ref ID: IGAQLPYPN8 Method: State Bank of India NB
GRIPS Payment ID: 171120232028708548 Payment Init. Date: 17/11/2023 16:29:15
Payment Status: Successful Payment Ref. No: 2002826685/2/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Hiron Kumar Baidya
Address: 47B, Banku Behari Chatterjee Road, Pin 700042
Mobile: 9903602328
Period From (dd/mm/yyyy): 17/11/2023
Period To (dd/mm/yyyy): 17/11/2023
Payment Ref ID: 2002826685/2/2023
Dept Ref ID/DRN: 2002826685/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002826685/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	6021
2	2002826685/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	1021
Total				7042

IN WORDS: SEVEN THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1602-16387/2023	Date of Registration	22/11/2023
Query No / Year	1602-2002826685/2023	Office where deed is registered	
Query Date	17/11/2023 1:36:15 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Debashis Mandal Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9231302991, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/-]		
Set Forth value	Market Value		
	Rs. 39,15,844/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 1,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

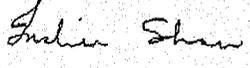
District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: S. N. Roy Road, Road Zone : (J.L.Sarani -- Buro Shibtala Main Road/Premises not Located on Road) , , Premises No: 368/6/1, , Ward No: 118 Pin Code : 700053

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	2 Katha 2 Chatak 1 Sq Ft		38,75,344/-	Width of Approach Road: 12 Ft.,
Grand Total :				3.5085Dec	0 /-	38,75,344 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land-L1	150 Sq Ft.	0/-	40,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		150 sq ft	0 /-	40,500 /-	

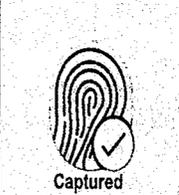
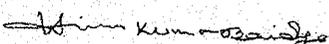
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt Indira Shaw Wife of Shri Om Prakash Shaw Executed by: Self, Date of Execution: 22/11/2023 , Admitted by: Self, Date of Admission: 22/11/2023 ,Place : Office		 Captured	
	22/11/2023		LTI 22/11/2023	22/11/2023
27/2, Tollygunge Circular Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: alxxxxx7e, Aadhaar No: 34xxxxxxxx0352, Status :Individual, Executed by: Self, Date of Execution: 22/11/2023 , Admitted by: Self, Date of Admission: 22/11/2023 ,Place : Office				

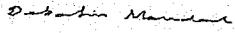
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Megha Construction 47B, Banku Behari Chatterjee Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 , PAN No.:: aixxxxx11,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Hiron Kumar Baidya (Presentant) Son of Shri Haripada Baidya Date of Execution - 22/11/2023, , Admitted by: Self, Date of Admission: 22/11/2023, Place of Admission of Execution: Office		 Captured	
	Nov 22 2023 2:10PM		LTI 22/11/2023	22/11/2023
47B, Banku Behari Chatterjee Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aixxxxx11, Aadhaar No: 90xxxxxxxx3836 Status : Representative, Representative of : Megha Construction (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Debashis Mandal Son of Late N K Mandal Alipore Judge Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	22/11/2023	22/11/2023	22/11/2023
Identifier Of Smt Indira Shaw, Shri Hiron Kumar Baidya			

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Smt Indira Shaw	Megha Construction-3.50854 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	Smt Indira Shaw	Megha Construction-150.00000000 Sq Ft

Endorsement For Deed Number : I - 160216387 / 2023

On 22-11-2023

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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:00 hrs on 22-11-2023, at the Office of the D.S.R. -I SOUTH 24-PARGANAS by Shri Hiron Kumar Baidya .

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 39,15,844/-

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

Execution is admitted on 22/11/2023 by Smt Indira Shaw, Wife of Shri Om Prakash Shaw, 27/2, Tollygunge Circular Road, P.O: New Alipore, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Business

Identified by Mr Debashis Mandal, , Son of Late N K Mandal, Alipore Judge Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-11-2023 by Shri Hiron Kumar Baidya, Proprietor, Megha Construction, 47B, Banku Behari Chatterjee Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042

Identified by Mr Debashis Mandal, , Son of Late N K Mandal, Alipore Judge Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 553.00/- (B = Rs 500.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/11/2023 4:29PM with Govt. Ref. No: 192023240287085498 on 17-11-2023, Amount Rs: 1,021/-, Bank: SBI EPay (SBlePay), Ref. No. 2999286071336 on 17-11-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 352481, Amount: Rs.1,000.00/-, Date of Purchase: 17/11/2023, Vendor name: A K Samajpati

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/11/2023 4:29PM with Govt. Ref. No: 192023240287085498 on 17-11-2023, Amount Rs: 6,021/-, Bank: SBI EPay (SBlePay), Ref. No. 2999286071336 on 17-11-2023, Head of Account 0030-02-103-003-02



Suman Basu

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 603204 to 603237

being No 160216387 for the year 2023.



Suman

Digitally signed by Suman Basu
Date: 2023.11.29 11:42:22 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 29/11/2023

DISTRICT SUB-REGISTRAR

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

West Bengal.