

14653/2022

2-14421/22



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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

F 439572

8-2003025612/2022

Project Name

MISME

APARTMENT

Certified that the document is subject to registration. The Signature Sheet and endorsement Sheet Attached to the document are the part of the document.

Additional Stamp: 24-Pgs. (North)

04 NOV 2022

DEVELOPMENT AGREEMENT

THIS **DEVELOPMENT AGREEMENT** is made this on the 4th day of November, Two Thousand Twenty^{Two} (2022);

BETWEEN

SRI KOUSIK DAS (PAN: ALEPD1932B, Aadhaar No. 9339 4704 0798) Son of Sri Naresh Das alias Naresh Chandra Das, by faith - Hindu, by Nationality- Indian, by Occupation – Business, residing at 35, Subhas Nagar 3rd Bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700 065, Dist. North 24-Parganas, hereinafter called and referred to as the "**OWNER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

M/S. MISME CONSTRUCTION, a Proprietorship Firm, having its office at 339/1, L. N. Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700 065, Dist. North 24-Parganas, represented by its sole Proprietor **SRI ANIL KUMAR BISWAS** PAN – AJAPB6158P, Aadhaar No. 252015957751 son of Late Tiken Biswas, by faith - Hindu, by occupation - Business, by Nationality -Indian, residing at 44, Health Institute Road, P.S. Dum Dum, Kolkata -700065, Dist. North 24 - Parganas, in the State of West Bengal, hereinafter referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors in office and assigns) of the **OTHER PART**.

WHEREAS one Sri Jamini Kanta Das owned and acquired of ALL THAT piece or parcel of western side of land measuring an area of 2 Cottahs 6 Chittacks 12 Sq.ft. more or less together with structure thereon, lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No. 1513, comprised in Dag No. 2178, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality in the District of North 24-Parganas, by virtue of one Deed of Patta duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 18, Pages 98 to 100, Being No. 1088 for the year 1953.

AND WHEREAS while enjoying the same, the said Sri Jamini Kanta Das gifted and transferred of ALL THAT piece or parcel of the said land measuring an area of 2 Cottahs 6 Chittacks 12 Sq.ft. more or less together with structure thereon unto and in favour of his wife Smt. Sunita Bala Das on 20.11.1954.

AND WHEREAS by virtue of the aforesaid Deed of Gift, the said Smt. Sunita Bala Das became the absolute Owner of ALL THAT piece or parcel of the said land measuring an area of 2 Cottahs 6 Chittacks 12 Sq.ft. more or less together with structure thereon and at the time of enjoying the same, the said Smt. Sunita Bala Das sold, conveyed and

transferred the said land unto and in favour of Sri Naresh Chandra Das alias Naresh Das and Smt. Santisudha Das, by virtue of one Bengali Saf Kobala executed on 12.02.1986 and completed on 24.02.1986, duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 14, Pages 295 to 302, Being No. 751 for the year 1986, against valuable consideration mentioned thereon.

AND WHEREAS after purchase the said property, the said Sri Naresh Chandra Das alias Naresh Das and Smt. Santisudha Das jointly mutated their names in the assessment records of the South Dum Dum Municipality and obtain a Holding No. 46, C.C. Roy Chowdhury Sarani and paid relevant taxes thereon and also constructed a two storied building thereon as per sanction Plan for the year 1955 from the concern South Dum Dum Municipality.

AND WHEREAS while enjoying the same the said Santisudha Das died intestate as unmarried on 13.03.1998, leaving behind her only brother Sri Naresh Chandra Das alias Naresh Das as her only legal heir and successor to her estate and accordingly after the demise of said Santisudha Das her aforesaid legal heir and successor became the absolute Owner of her undivided half share of the aforesaid property and in terms of Hindu Succession Act. 1956.

AND WHEWREAS by virtue of the aforesaid Deed and by way of inheritance, the said Sri Naresh Chandra Das alias Naresh Das became the sole and absolute Owner of ALL THAT piece or parcel of western side of land measuring an area of 2 Cottahs 6 Chittacks 12 Sq.ft. more or less together with a two storied building standing thereon total measuring covered area 580 Sq.ft. more or less out of which Ground Floor measuring 400 Sq.ft. and First Floor measuring 180 Sq.ft. more or less lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No. 1513, comprised in R.S. & L.R. Dag No. 2178, under Khatian No. 755 corresponding to L.R. Khatian No. 1355, being Municipal Holding No. 46, C.C. Roy Chowdhury Sarani, Kolkata – 700 065, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 5, under Additional District Sub-Registration Office at Cossipore Dum Dum, in the District of North 24-Parganas.

AND WHEREAS while enjoying the same, the said Sri Naresh Chandra Das alias Naresh Das gifted and transferred of ALL THAT piece or parcel of western side of land measuring an area of 2 Cottahs 6 Chittacks 12 Sq.ft. more or less together with a two storied building standing thereon total measuring covered area 580 Sq.ft. more or less

out of which Ground Floor measuring 400 Sq.ft. and First Floor measuring 180 Sq.ft. more or less lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No. 1513, comprised in R.S. & L.R. Dag No. 2178, under Khatian No. 755 corresponding to L.R. Khatian No. 1355, being Municipal Holding No. 46, C.C. Roy Chowdhury Sarani, Kolkata – 700 065, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 5, under Additional District Sub-Registration Office at Cossipore Dum Dum, in the District of North 24-Parganas unto and in favour of SriKousik Das, the Owner herein, by virtue of one Bengali Deed of Gift (Danpatra) dated 10th September, 2020, duly registered before the A.D.S.R.O. Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2020, Pages from 223903 to 223923, Being No. 150604765 for the year 2020, by natural love and affection.

AND WHEREAS since then the Owner herein became the sole and absolute Owner of **ALL THAT** piece or parcel of western side of land measuring an area of 2 Cottahs 6 Chittacks 12 Sq.ft. more or less together with a two storied building standing thereon total measuring covered area 580 Sq.ft. more or less out of which Ground Floor measuring 400 Sq.ft. and First Floor measuring 180 Sq.ft. more or less lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No. 1513, comprised in R.S. & L.R. Dag No. 2178, under Khatian No. 755 corresponding to L.R. Khatian No. 1355, being Municipal Holding No. 46, C.C. Roy Chowdhury Sarani, Kolkata – 700 065, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 5, under Additional District Sub-Registration Office at Cossipore Dum Dum, in the District of North 24-Parganas, particularly mentioned and described in the Schedule hereunder written and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and transfer the same to any person or persons as he will think fit and proper.

AND WHEREAS with a view to developing said property by raising construction of multi storied building and have searched a reputed Developer who will be taken the responsibility of developing the said property and on hearing their such intention the Developer herein has approached to the Owner herein that they will develop the said property by raising construction of a multi storied building consisting of flats and garages / car parking space etc. on the said land to which the Owner has agreed to such proposal on the terms and conditions appearing hereunder.

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

ARTICLE : I : DEFINITIONS

1. **OWNER** shall mean the said **SRI KOUSIK DAS (PAN: ALEPD1932B, Aadhaar No. 9339 4704 0798)** Son of Sri Naresh Das alias Naresh Chandra Das, by faith - Hindu, by Nationality- Indian, by Occupation – Business, residing at 35, Subhas Nagar 3rd Bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700 065, Dist. North 24-Parganas and his heirs, legal representatives, executors, administrators and assigns.
2. **DEVELOPER** shall mean **M/S. MISME CONSTRUCTION**, a Proprietorship Firm, having its office at 339/1, L. N. Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700 065, Dist. North 24-Parganas, represented by its sole Proprietor **SRI ANIL KUMAR BISWAS** PAN – AJAPB6158P, Aadhaar No. 252015957751 son of Late Tiken Biswas, by faith - Hindu, by occupation -Business, by Nationality - Indian, residing at 44, Health Institute Road, P.S. Dum Dum, Kolkata -700065, Dist. North 24 - Parganas, in the State of West Bengal, and his heirs, successors, executors, administrators legal representatives.
3. **PREMISES** shall mean **ALL THAT** piece or parcel of western side of land measuring an area of 2 Cottahs 6 Chittacks 12 Sq.ft. more or less together with a two storied building standing thereon total measuring covered area 580 Sq.ft. more or less out of which Ground Floor measuring 400 Sq.ft. and First Floor measuring 180 Sq.ft. more or less lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No. -1513; comprised in R.S. & L.R. Dag No. 2178, under Khatian No. 755 corresponding to L.R. Khatian No. 1355, being Municipal Holding No. 46, C.C. Roy Chowdhury Sarani, Kolkata – 700 065, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 5, under Additional District Sub-Registration Office at Cossipore Dum Dum, in the District of North 24-Parganas morefully mentioned in the First Schedule hereunder written.
4. **BUILDING** shall mean the **multi** storied building to be constructed at the said premises in accordance with the sanctioned plan approved / passed by the appropriate authorities in the name of Owner herein.

SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and spaces required.

6. **OWNER'S ALLOCATION** :

The Owner will be entitle to get constructed area as per sanction of the proposed building as follows :-

a) Entire First Floor

The Developer further pay a non-refundable amount of Rs. 24,00,000/- (Rupees Twenty Four Lac) only which to be paid by the Developer to the Owner as follows:

- | | | |
|-----|---|-----------------|
| i) | At the time of execution of this Development Agreement | Rs. 2,00,000.00 |
| ii) | At the time of release the Mortgage Deed from the Bank within
3 (three) months from the date of execution of this Development
Agreement | Rs.22,00,000.00 |

That the Developer shall arrange one alternative accommodation to the Owner herein from the date of vacating the said Premises till the date of handing over the possession of Owner's Allocation.

7. **DEVELOPER'S ALLOCATION** shall mean all other remaining constructed areas of the said proposed building save and except the Owner's Allocation together with the proportionate right, title, interest in the land in common facilities and amenities including the right to use thereto in the said premises upon construction of the said building belongs to the Developer only.
8. **ARCHITECT** : shall mean the person or persons who may be appointed by the Developer for designing and planning of the said building with the approval of the Owner.
9. **BUIDING PLAN** shall mean the plan to be sanction by the appropriate authorities with such alteration or modification as may be required to be made by the developer.
10. **TRANSFEREE** shall mean the person firm limited company association of persons to whom any space in the building has been transferred.
12. **WORDS IMPARTING** singular shall include plural vice-versa.
13. **WORDS IMPARTING** masculine gender shall include feminine an neuter genders likewise words imparting feminine genders shall include masculine and neuter

genders and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE- II : COMMENCEMENT

1. This Agreement shall be deemed to have commenced on and with effect from
day of 2022.

ARTICLE – III: OWNER'S REPRESENTATIONS

1. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said premises free from all encumbrances attachments and liens whatsoever, which the Developer admits and acknowledges upon inspection of the title of the Owner.
2. The said premises is not vested under the Urban Land (Ceiling and Regulation) Act. 1976.
3. During the period of construction work if any dispute arise then the Developer shall solve the problems and Owner shall have no responsibility and / or liability thereof.
4. It is further mentioned that the Developer shall make some Roads and drains in the said premises at its own costs and the Land Owner shall use the said Road with other flat Owner and / or occupiers of the said premises and the said roof and drain will be treated as common area.
5. If the Owner herein dies during the continuance of the agreement all its heirs and / or legal representatives shall be bound to abide by the terms hereof and if required by the Developer, shall sign necessary papers and / or documents in execution thereof either for inclusion thereof in this agreement or for continuity and / or modification hereof as per requirements of the Developers without any right to back out from such obligations in any manner whatsoever.
6. If any dispute the said land then the Owner shall solve the problems and the Developer shall have no responsibility and /or liability thereof.

ARTICLE – IV : DEVELOPERS RIGHTS

1. The Owner hereby grant subject to what has been hereinafter provided the exclusive right to the developer to built construct erect and complete the said building comprising the various sizes of flats, garages and / or units in order to sell the said flats, garages and / or units to the member of the public for their

residential purpose by entering into agreement for sale and or transfer and/or construction in respect of the Developer's Allocated portion in accordance with plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer with the approval of the Owner.

2. The developer shall be entitled to prepare modify or alter the plan with approval of the Owner and to submit the same to the appropriate authorities in the name of the Owner at its own costs and developer shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities as required for construction of the building at the said premises provided however that the developer shall be exclusively entitled to all refund of any or all payment and/or deposits paid by the developer.
3. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in favour of the developer other than an exclusive license to the developer to sell the flats of the said premises in terms thereof and to deal with the developer's allocation only in the building to be constructed thereon in the manner and subject to the terms thereafter stated.

SCHEDULE-V ; APARTMENT CONSIDERATION

1. In consideration of the Owner having agreed to permit the develop or to sell the flats, garages and / or units of the said premises and construct erect and complete the building on the said premises the developer agrees-
 - A) At its own costs shall obtain all necessary permissions and or approvals and/or consents.
 - B) To bear all costs charges and expenses for construction of the building at the said premises.
 - C) The building to be constructed at the said premises within **24 (Twenty Four)** months from the date of obtaining Sanction Building Plan and such time will be extended for another **6 (six)** months for the act of God or force majeure.
 - D) The Developer shall handover the Developer's Allocation of the said building at its option to the intending Purchaser and / or Purchasers and the Owner shall have no objection for the same.

- E] From the date of handing over of the vacant possession of the land in favour of Developer the remaining electric bill or municipal and all other rates and tax will be paid by the Developer at its own costs and expenses.
- F] After signing this Agreement all original documents relating to the said premises i.e. Title Deed, Parcha, Khajna, municipal tax receipts should be handed over to the Developer by the Owner for the purpose of construction work and after selling out entire Developer's Allocation, the Developer will return back all original papers and documents to the Owner herein and in acknowledgement of the said original documents, the Developer shall grant proper acknowledgement in favour of the Owner herein.

SCHEDULE VI: OWNER'S ALLOCATION

OWNER'S ALLOCATION –

The Owner will be entitle to get constructed area as per sanction of the proposed building as follows :-

- a) Entire First Floor

The Developer further pay a non-refundable amount of Rs. 24,00,000/- (Rupees Twenty Four Lac) only which to be paid by the Developer to the Owner as follows:

- | | | |
|-----|---|-----------------|
| i) | At the time of execution of this Development Agreement | Rs. 2,00,000.00 |
| ii) | At the time of release the Mortgage Deed from the Bank within 3 (three) months from the date of execution of this Development Agreement | Rs.22,00,000.00 |

That the Developer shall arrange one alternative accommodation to the Owner herein from the date of vacating the said Premises till the date of handing over the possession of Owner's Allocation.

ARTICLE – VII : DEVELOPER'S ALLOCATION :

1. In consideration of the above the Developer shall entitled to get the remaining constructed areas / spaces of the said building apart from Owner's Allocation as Developer's Allocation together with the proportionate undivided share in the said land and also together with proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building and the Developer shall be entitled to enter into Agreement for Sale and transfer its own name with any transferees for their residential

and commercial purpose and to receive and collect all money in respect thereof which shall absolutely belong to the Developer 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 part of the Developer.

ARTICLE - VIII : PROCEDURE

1. The Owner shall grant to the Developer a registered General Power of Attorney as may be required for the purpose of obtaining the sanctions in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority or authorities after sanction of the building plan.

ARTICLE - IX : CONSTRUCTION

1. The Developer shall be solely and exclusively responsible for construction of the said building and all its faults if there be any in the said construction work and shall be liable for all costs and consequences thereto. The developer undertakes to use all standard first class materials only under the supervision of approved L.B.S. and Chartered Engineers only.

ARTICLE - X : SPACE ALLOCATION

1. After completion of the building the Developer shall be entitled to get the entire constructed areas of the said proposed building save and except Owner's Allocation of the proposed building.

2. The Developer shall be entitled to transfer or otherwise deal with the Developer's Allocation of the said building without any claim whatsoever of the Owner.

3. The Developer shall be exclusively entitled to the Developer's Allocation of the said building and deal with or dispose of the same without any right, claim or interest therein whatsoever of the Owner after handing over Owner's allocation and the Owner shall not in any way interfere with or disturb the quite and peaceful possession of the Developer's Allocation of the said building.

4. The Developer will invite to the Owner to take possession first after completion of the said building and also before possession of the Developer's Allocation.

ARTICLE - XI : BUILDING

1. The Developer shall at its own costs construct erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to

be sanctioned with good and standard materials as may be specified by the Architect from time to time such construction of the building shall be completed entirely by the Developer within **24 (Twenty Four)** months from date of obtaining sanction building plan and such time will be extended for another **6 (six) months** for the act of God or force majeure.

2. Subject as aforesaid the decision of the Architects of both side regarding the quality of the materials shall be final and the Developer shall be responsible for the same.

3. The Developer shall erect in the said building at its own costs as per specification and drawings provided by the Architect pump, overhead reservoirs and electrifications permanent electric connections and until permanent electric connection is obtain temporary electric connection shall be provided and other facilities as are required to be provided as residential building in a self contained apartment and constructed spaces for sell and / or residential flats and / or constructed spaces therein on Ownership basis.

4. The Developer shall be authorized in the names of the Owner in so far as the necessary to lawfully apply and obtain quotas entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water electricity, power, drainage, sewerage and / or gas to the building and other imputes and facilities required for the construction of enjoyment of the building for which purpose the Owner shall execute in favour of the Developer a registered Power of Attorney.

5. The Developer shall at its own costs and expenses and without creating any financial or other liability on the Owner construct and complete with building and various units and / or apartments herein in accordance with the said building plan and amendment thereto or modification thereof made or caused to be made by the Developer without the consent of the Owner in writings.

6. All costs chargers and expenses including architect fees shall be paid discharged and borne by the Developer and the Owner shall have no liability in this context.

7. The Developer shall provide at its own costs electricity wiring water pipe, pipe lines, sewage connection.

ARTICLE XII : COMMON FACILITIES

1. The Developer shall bear electricity charges and municipal taxes till completion and delivery of possession of Owner's share in respect of said premises and also provide

gate, landing, lobby, terrace, roof, overhead tank, septic tank, pipe line, beams, pillar, conduits, plumbing materials etc.

ARTICLE - XIII : LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties herein that it shall be the responsibility of the Developer as constituted Attorney of the Owner defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose (with the approval of the Owner shall be borne and paid by the Developer specifically may be required to be done by the Developer and for which the Developer may need the authority of the Owner for applications and other documents may be required to be signed or made by the Owner relative to which specific provisions may not have been mentioned herein). But the Developer shall not demand any money from the Owner. The Owner hereby agree to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matters and the Owner shall execute any such additional power of attorney and / or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe of the rights of the Owner and / or go against the of this Agreement.
2. Any notice required to be given by the Developer shall without prejudice to any other mode of service available demand to have been served on the Owner if delivered by hand and duly acknowledgement due to the residence of the Owner shall likewise be deemed to be have been served on the Developer if delivered by hand or send by pre-paid registered post. Similarly notice to be given by the Owner to the Developer and the said will be served likewise and / or by courier service to his residence or to his recorded office address in the instant Agreement.
3. Both the Developer and Owner shall frame a scheme for the management and administration of the said building or buildings and / or common parts thereof the Owner hereof and the transferees of the Developer's Allocation of the said building shall abide by all the rules and regulations as such management society / Association / holding organization do hereby give their consent to abide by the same.
4. The name of the building will be mutually agreed.

5. No loan form and guarantee form will be signed by the Owner and in question of payment of loan, if taken by the Developer during the constructional period entire responsibility will be shouldered upon the Developer.
6. There is no existing agreement regarding the Development or sell of the said premises and that all other agreement if any prior to this Agreement have been cancelled and are being suppressed by this Agreement and the Owner agree to indemnify and keep indemnified the Developer against any or any claims made by any third party in respect of the said premises vice versa.
7. The Owner undertake and agree to execute and register all conveyance and transfer in favour of the persons with whom the developer may enter under into agreement as and when required by the Developer (the stamp duty or registration fees and all other expenses towards the registration will be borne by the Purchaser)

ARTICLE – XIV : FORCE MAJURE

1. The Developer shall not be considered to be liable to and obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.
2. Force majeure shall mean flood, earth quake, riot, storm tempest civil commotion strike and / or any other or further permission beyond to the reasonable control of the Developer.

ARTICLE – XV - MISC. CLAUSE

1. That the Developer will be liable to obtain the Completion Certificate from the competent Authority at its own costs and expenses in respect of the proposed building and a copy of the same will handover the Owner herein within 6 months after complete the said building
2. The Developer will handover the possession of Owner's Allocation within **24 (Twenty Four)** months from the date of obtaining sanction building plan and such time will be extended for another **6 (six) months** for the act of God or force majeure.
3. If any dispute arise due to the Developer then the Developer will not be entitled to get extra time for completion of construction of the proposed building.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of western side of land measuring an area of 2 Cottahs 6 Chittacks 12 Sq.ft. more or less together with a two storied building standing thereon total measuring covered area 580 Sq.ft. more or less out of which Ground Floor measuring 400 Sq.ft. and First Floor measuring 180 Sq.ft. more or less lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No. 1513, comprised in R.S. & **L.R. Dag No. 2178**, under Khatian No. 755 corresponding to **L.R. Khatian No. 1355**, being Municipal Holding No. 46, C.C. Roy Chowdhury Sarani, Kolkata – 700 065, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 5, under Additional District Sub-Registration Office at Cossipore Dum Dum, in the District of North 24-Parganas, which is butted and bounded as follows :-

<u>ON THE NORTH</u>	:	Property of Nikhil Baran Saha, Dag No. 2178.
<u>ON THE SOUTH</u>	:	C.C. Roy Chowdhury Sarani (Subhas Nagar Third Bye Lane)
<u>ON THE EAST</u>	:	Property of Prabhat Kumar De, Dag No. 2178.
<u>ON THE WEST</u>	:	Land of Dag No. 2178.

SPECIFICATION

- WORK SCHEDULE -

1. STRUCTURE : Building designed with R.C.C. framed structure of foundation.
2. BRICK WORKS : All brick works are with conventional bricks as 5" or 3" (inside) and outside wall 5" thick wherever necessary.
3. FLORING : All floor will be vitrified tiles.
4. KITCHEN : Tiles flooring cooking platform granite/Black stone, with a stainless steel and glazed tiles upto 3'-0" above cooking platform taps etc. complete with exhaust fan hole.

5. TOILET : Floor tiles / Repol with wall dado of Glazed tiles upto 6'-0" height with standard fittings and concealed plumbing system with ½" PVC pipes with PVC door.
6. DOORS : All door will be flush door. All frames will be standard wood.
7. WINDOW : All windows are aluminum sliding with grill with glass fittings.
8. ELECTRICAL : All wiring will be concealed with good quality
 - a) Bed Rooms : One Tube light point, Two light point, one fan point, one 5 Amp. Plug point on switch board.
 - b) Living / Dining : Two light points, One fan points and two 5 Amp. Plug point on switchboard and one 15 Amp. Plug point for freeze.
 - c) Kitchen : One light point, one exhaust point, one 15 Amp. Plug point.
 - d) Toilets : One light point.
 - e) Balcony : One light point.
9. WATER SUPPLY : overhead water tank and good quality PVC pipe line water with pump & motor.
10. WALL PAINTING : Interior wall finished with putty/parise and out side will finished with weather coat.
11. EXTRA WORK : Any extra work other than our standard specification shall be charged extra as decided by our authorized Engineer and such amount shall have to be deposited before the execution o such work. All requisites for additional alteration work have to be given in writing before starting of brickwork. Thereafter no request shall be entertained.

IN WITNESS WHEREOF the parties to these presents hereto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In the presence of : -

1. *Sanjiv Shukla*
Advocate

2. Koushik Samaddar.
Sodepur. Nataghar.
Kod-113

Koushik Das.

SIGNATURE OF THE OWNER

MISME CONSTRUCTION

Amal Kumar

Proprietor

SIGNATURE OF THE DEVELOPER

Read over, Explained.
Drafted & Prepared by me as per
Documents And Information supplied to me : -

S. Shukla

Mr. Sanjiv Shukla, Advocate
High Court, Calcutta
En. No. WB1010A2/01
Email :- shuklalegalco@gmail.com
Mob: 9143178763

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 2,00,000/- (Rupees Two Lac) only as non-refundable advance amount as per Memo given below :

<u>MEMO OF CONSIDERATION</u>			
<u>Cash/ Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount (Rs)</u>
600360	04.11.2022	IDBI/DumDum	Rs. 2,00,000.00

Rs. 2,00,000.00

(Rupees Two Lac) only

WITNESSES :-

1. Sanjiv Shukla

2. Koushik Samaddar.

Koushik Das.

SIGNATURE OF THE OWNER

Page No.

SPECIMEN FORM FOR TEN FINGERPRINTS

Photo/Signature of the Executants	Little (Left Hand)	Ring	Middle	Fore	Thumb
					
<i>Anand</i>	Thumb (Right Hand)	Fore	Middle	Ring	Little
					
	Little (Left Hand)	Ring	Middle	Fore	Thumb
					
<i>Kousik Das</i>	Thumb (Right Hand)	Fore	Middle	Ring	Little
					

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



192022230159387208

GRN Details

GRN: 192022230159387208 Payment Mode: SBI Epay
GRN Date: 04/11/2022 10:32:05 Bank/Gateway: SBIEpay Payment Gateway
BRN : 1066729607537 BRN Date: 04/11/2022 10:33:01
Gateway Ref ID: 202230880854152 Method: State Bank of India New PG CC
GRIPS Payment ID: 041120222015938718 Payment Init. Date: 04/11/2022 10:32:05
Payment Status: Successful Payment Ref. No: 2003025612/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr SANJIV SHUKLA
Address: 100 S S ROAD
Mobile: 9214317876
Email: SHUKLALEGALCO@GMAIL.COM
Period From (dd/mm/yyyy): 04/11/2022
Period To (dd/mm/yyyy): 04/11/2022
Payment Ref ID: 2003025612/2/2022
Dept Ref ID/DRN: 2003025612/2/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003025612/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	2003025612/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	2021
			Total	4042

IN WORDS: FOUR THOUSAND FORTY TWO ONLY.

PAID

Major Information of the Deed

Deed No:	I-1506-14421/2022	Date of Registration	04/11/2022
Query No / Year	1506-2003025612/2022	Office where deed is registered	
Query Date	18/10/2022 6:50:47 AM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	SANJIV SHUKLA High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9143178763, Status : Advocate		
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 : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 31,89,751/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 2,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: C.C. Roy Chowdhury Sarani, Mouza: Digla, , Holding No:46 JI No: 18, Pin Code : 700065

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2178 (RS :-)	LR-1355	Bastu	Bastu	2 Katha 6 Chatak 12 Sq Ft	1/-	27,98,251/-	Property is on Road
Grand Total :					3.9463Dec	1 /-	27,98,251 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	580 Sq Ft.	1/-	3,91,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 180 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		580 sq ft	1 /-	3,91,500 /-	

Lord Details :

Name,Address,Photo,Finger print and Signature			
No	Name	Photo	Signature
1	Mr KOUSIK DAS Son of Mr Naresh Das Alias Naresh Chandra Das Executed by: Self, Date of Execution: 04/11/2022 , Admitted by: Self, Date of Admission: 04/11/2022 ,Place : Office	 04/11/2022	 LTI 04/11/2022
35, Subhas Nagar 3rd Bye Lane, City:- , P.O:- Rabindra Nagar, P.S:-Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN:- 700065 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx2B, Aadhaar No: 93xxxxxxxx0798, Status :Individual, Executed by: Self, Date of Execution: 04/11/2022 , Admitted by: Self, Date of Admission: 04/11/2022 ,Place : Office			

Developer Details :

Name,Address,Photo,Finger print and Signature	
SI No	Name
1	MISME CONSTRUCTION 339/1 Lakshmi Narayan Road, City:- , P.O:- Rabindra Nagar, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700065 , PAN No.:: AJxxxxxx8P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Name,Address,Photo,Finger print and Signature			
SI No	Name	Photo	Signature
1	Mr ANIL KUMAR BISWAS (Presentant) Son of Mr Tiken Kumar Biswas Date of Execution - 04/11/2022 , , Admitted by: Self, Date of Admission: 04/11/2022, Place of Admission of Execution: Office	 Nov 4 2022 1:20PM	 LTI 04/11/2022
44, Health Institute Lane, City:- , P.O:- Rabindra Nagar, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700065, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India , PAN No.:: AJxxxxxx8P, Aadhaar No: 25xxxxxxxx7751 Status : Representative, Representative of : MISME CONSTRUCTION (as Proprietor)			

Details :

	Photo	Finger Print	Signature
MADHU DAS Son of Late G.C. Das Natagarh, Sodepur, City:- , P.O:- Natagarh, P.S:-Sodepur, District:-North 24 -Parganas, West Bengal, India, PIN:- 700113			
	04/11/2022	04/11/2022	04/11/2022

Identifier Of Mr KOUSIK DAS, Mr ANIL KUMAR BISWAS

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr KOUSIK DAS	MISME CONSTRUCTION-3.94625 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr KOUSIK DAS	MISME CONSTRUCTION-580.0000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: C.C. Roy Chowdhury Sarani, Mouza: Digla, , Holding No:46 JI No: 18, Pin Code : 700065

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2178, LR Khatian No:- 1355	Owner:প্রভাত কুমার দা, Gurdian:অনাম বন্দু, Address:সিক্ত , Classification:বন্দ, Area:0.14000000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 150614421 / 2022

04/11/2022

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

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

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

Presented for registration at 12:21 hrs on 04-11-2022, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr ANIL KUMAR BISWAS .

Certificate of Market Value (WB PUV) rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 31,89,751/-

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

Execution is admitted on 04/11/2022 by Mr KOUSIK DAS, Son of Mr Naresh Das Alias Naresh Chandra Das, 35, Subhas Nagar 3rd Bye Lane, P.O: Rabindra Nagar, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700065, by caste Muslim, by Profession Business

Indetified by Mr MADHU DAS , , Son of Late G.C. Das, Natagarh, Sodepur, P.O: Natagarh, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 04-11-2022 by Mr ANIL KUMAR BISWAS, Proprietor, MISME CONSTRUCTION (Sole Proprietorship), 339/1 Lakshmi Narayan Road, City:- , P.O:- Rabindra Nagar, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700065

Indetified by Mr MADHU DAS , , Son of Late G.C. Das, Natagarh, Sodepur, P.O: Natagarh, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,021.00/- (B = Rs 2,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/11/2022 10:33AM with Govt. Ref. No: 192022230159387208 on 04-11-2022, Amount Rs: 2,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1066729607537 on 04-11-2022, 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 5,000.00/-, by online = Rs 2,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 8925, Amount: Rs.5,000.00/-, Date of Purchase: 09/09/2022, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/11/2022 10:33AM with Govt. Ref. No: 192022230159387208 on 04-11-2022, Amount Rs: 2,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1066729607537 on 04-11-2022, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM**

North 24-Parganas, West Bengal

Date of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2022, Page from 498795 to 498819
being No 150614421 for the year 2022.



Digitally signed by KAUSTAVA DEY
Date: 2022.11.09 11:47:52 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 2022/11/09 11:47:52 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)