

15344/2022

I-15089/22



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 109763

8-2003206386/2022

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

Additional District Sub-Registrar
Dum Dum, 24-Pol. (North)

23 NOV 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 23rd day of November Two Thousand Twenty Two (2022),

BETWEEN

..2..

2003 NOV 25

1004
10/11/2022

P.R. BANDYOPADHYAY
Adv High



নম্বর.....
সন ও তারিখ.....
ক্রেতার নাম.....
সাক্ষিন.....
স্বাক্ষর মূল্য.....
ভেতর.....
বাস্যাসাত্ত আফিস উত্তর ২য় ৩ নং
টি.ডি.নং.....
ক্রয়ের তার..... 04/11/22
স্বাক্ষর মূল্য..... ৯৬৭
দ্বৈতায়ী আফিস বাস্যাসাত্ত জেন্ডার শ্রী জয়ন্ত কুমার বোস

1004
2

অনুমোদিত নং ১০০৪/২০২২ তারিখ ১০/১১/২০২২
নম্বর ১০০৪/২০২২ তারিখ ১০/১১/২০২২
নম্বর ১০, ১১/২০২২ তারিখ ১০/১১/২০২২
অনুমোদিত নং ১০০৪/২০২২ তারিখ ১০/১১/২০২২

Gobinda Seku.
Mam'kpor Ramkesho
Gash
P-S Dum Dum
KOL 79.



Adl. District Sub-Registrar
Coassipore, Dum Dum

23 NOV 2022

NEMAI CHAND BHOWMICK (PAN - BNFPB6654L), son of Dhirendra Nath Bhowmick, by occupation Service, by faith Hindu, by Nationality Indian, residing at Manickpur, Eden Park, P.O. -Italgacha, P.S. - Dum Dum, Kolkata - 700079, all are hereinafter called the **"OWNER"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

"M/S. AKASH INFRA BUILDERS" a sole Proprietorship firm having its registered office at 23, Manashbhumi Road, P.O. -Italgacha, P.S. - Dum Dum, Kolkata - 700079, District - North 24 Parganas, being represented by its Proprietress, **SMT. ASHA BHAGAT (PAN - BMKPA6828H)** wife of Sri Kanhayia Bhagat, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 262, P. K. Guha Road, P.O. & P.S. - Dum Dum, Kolkata - 700028, District - North 24 Parganas, hereinafter called the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to include **her** respective heirs, executors, administrators, representatives & assigns) of the **OTHER PART.**

WHEREAS one Badsha Mondal and Fajor Ali Mondal were the owners of 63 Decimals of land at Mouza -Sultanpur, P.S. - Dum Dum, Khatian No. 799.

AND WHEREAS said BadshaMondal and Fajor Ali Mondal by an Amicable Partition, partitioned the joint property & determined their respective share.

AND WHEREAS said Badsha Mondal died intestate leaving his sons Rahim Box Mondal, Karim Box Mondal and Rehat Box Mondal to inherit the property left by him.

:3:

AND WHEREAS said Rahim Box Mondal & other co-sharers by a registered Deed of Partition registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 47, Pages 67 to 70, Being No. 2599, for the year 1961 partitioned the joint property and determined their respective share.

AND WHEREAS Rahim Box Mondal & Others by a registered Deed of Conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 112, Pages 60 to 64, Being No. 7734, for the year 1967 sold and transferred 7 Cottahs 7 Chittacks of land at Dag No. 1680 (6 Cottahs 4 Chittacks) and Dag No. 1679 (1 Cottah 3 Chittacks) to Motaleb Mondal.

AND WHEREAS said Motaleb Mondal by a registered Deed of Conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 57, Pages 155 to 158, Being No. 3789, for the year 1969 sold and transferred 3 Cottahs of land to one Niranjan Das.

AND WHEREAS said Karim Box Mondal and Motaleb Mondal sold and transferred 1 Cottah of land to one Arabinda Guha.

AND WHEREAS said Karim Box Mondal and Arabinda Guha by a registered Deed of Conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 38, Pages 132 to 139, Being No. 2367, for the year 1965 sold and transferred 10.50 decimals of land to one Jaharnehha Bibi.

AND WHEREAS said Jaharnehha Bibi by a registered Deed of Conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 114, Pages 98 to 103, Being No. 5973, for the year 1973 sold and transferred said land to Akbar Hossain.

AND WHEREAS said Motaleb Mondal and Akbar Hossain by a registered Deed of Conveyance registered at the office of Sub-Registrar Cossipore

:4:

Dum Dum recorded in Book No. I, Volume No. 58, Pages 60 to 65, Being No. 1879, for the year 1977 sold and transferred 7 Cottahs 4 Chittacks of land at Mouza -Sultanpur, P.S. - Dum Dum, at Dag No. 1680, Khatian No. 799 to Nemai Chand Bhowmick.

AND WHEREAS said Nemai Chand Bhowmick by a registered deed of conveyance registered at the office of A.D.S.R. Cossipore Dum Dum recorded in Book No. I, Being No. 549, for the year 1996 sold and transferred 3Cottah 10Chittacks of land to one KalidasSutradhar.

AND WHEREAS Nemai Chand Bhowmick is the owner of land measuring 3Cottah 10 Chittacks more or less at Mouza- Sultanpur, P.S. - Dum Dum, at Dag No. 1680, 1680/4532, L.R. Khatian No. 5242, at Holding No. 14, Khalisakota Road.

AND WHEREAS the Owner herein is seized, possessed of and sufficiently entitled to all that piece and parcel of land measuring **3 Cottah 10 Chittacks** more or less at Mouza -Sultanpur, P.S. - Dum Dum, at Dag No. 1680, 1680/4532, L.R. Khatian No. 5242, at Holding No. 14, Khalisakota Road more fully and particularly described in the schedule hereunder written hereinafter called the said property.

AND WHEREAS the Owner is desires to develop the said property and to construct a Multi-Storied Building on the said property but could not do it himself and the Developer knowing the intention of the owner and approached the owner to authorized her to develop the said property and to construct a Multi - Storied building on the said property to which the Owner agree.

AND WHEREAS as a consideration of the said property the Owner will get **50%** of the constructed area.

The Developer will pay a sum of **Rs. 5,00,000/- (Rupees: Five Lakh)** (after deducting 10% TDS) only to Nemai Chand Bhowmick the

:5:

owner herein at the time of execution of this agreement, which is non - refundable hereinafter called the Owner's Allocation.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows: - Unless in these presents it is repugnant to or inconsistent the following works and/or expression shall mean as hereinafter mentioned:

- a. **OWNER** shall mean the above Owner/Landlord and his heirs, executors, administrators, legal representatives and assigns.
- b. **DEVELOPERS** shall mean the above named Developer or any company formed by the above named Developer with having respective offices and license as would be required for such company and its successors in office.
- c. **THE PROPERTY** shall mean the land measuring **3 Cottah 10 Chittacks** be the same a little more or less together with pucca building measuring **600sq. ft.** more or less at Mouza - Sultanpur, P. S. - Dum Dum, Dag No. 1680, 1680/4532, L. R. Khatian No. 5242, Holding No. 14, Khalisakota Road, Ward No. 01 under Dum Dum Municipality, more fully and particularly described in the schedule hereunder written.
- d. **THE BUILDING** shall mean the multi storied (G+4) building to be constructed on the said property and/or amalgamated property in accordance with the building plan to be sanctioned by the authority of Dum Dum Municipality at the cost of the Developer. If any additional floor is allotted by the Municipality or local authority then in that case a supplementary agreement will be executed determining both parties' respective shares.
- e. **THE UNIT** shall mean the partly or wholly constructed flat/apartment shop room in the building (which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be.

:6:

- f. **PROPORTIONATE OR PROPORTIONATE PORTION OR** proportionately shall mean the area between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owner/Landlord.
- g. **THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser and/or lawful occupiers.
- h. **THE ARCHITECT** shall mean such Architect or Architectures appointed by the Developer, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer cost of which will be borne by the Developer.
- i. **SALEABLE SPACE** shall mean the **remaining space** in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landlords portions.
- j. **OWNER'S ALLOCATION** - as a consideration of the said property the owner will get **50%** of the constructed area.
- k. The Developer will pay a sum of **Rs. 5,00,000/- (Rupees: Five Lakh)** (after deducting 10% TDS) only to Nemaï Chand Bhowmick the owner herein at the time of execution of this agreement, which is non - refundable hereinafter called the Owner's Allocation.
- l. **DEVELOPER'S SHARE** - shall mean rest of the constructed area i.e, the constructed area except Owner's allocation with reference to the consideration clause of this Agreement and the Developer are entitled to appropriate the sale proceeds in respect of Developer's allocation.
- m. **TRANSFERER** with its grammatical variation shall mean adopted for effecting that is understood as transfer of undivided proportionate share of land in multi storied building to purchaser thereof by execution and registering Deed or Deed of Conveyance in

:7:

accordance with the provisions of law in this behalf by the Owner in favour of the Purchaser on receipt of consideration.

- n. **TRANSFeree** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.
- o. The word importing singular shall include plural and vice versa.
- p. Sanctioned plan shall mean and include the new building plan to be sanctioned by the competent authority.

ARTICLE- II: COMMENCEMENT

This Agreement shall be deemed to have commenced on and from the date of execution of these presents and/or handing over the peaceful vacant possession of the said land whichever is later.

ARTICLE - III: OWNER'S RIGHT AND REPRESENTATIONS

- a. That excepting the Owner nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.
- b. The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
- c. The landed property is free from all encumbrances, charges lines, lispendences, attachments, trusts whatsoever or howsoever.
- d. There is ~~is~~ no excess vacant land in the said property within the meaning of the urban Land Ceiling and Regulations Act. 1976 and the Developer is fully satisfied with the marketable title of the Owner.
- e. That the total area of the land comprise in the said property is **3 Cottah10 Chittacks** be the same a little more or less.

:8:

- f. That the Owner undertakes to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the Second party/Developer within.
- g. That the Owner further undertake to execute the registered Development Power of Attorney in favour of the Second Party Developer and the land Owner will give the Developer/Second Party all the powers required for the purpose of making such construction at her own risk and costs and to negotiate for sale and enter into agreement for sale and make registered Deed, documents for registration whatsoever required for her portion.

ARTICLE - IV DEVELOPER'S RIGHT

- a. THAT on the power and by virtue of this agreement the Developer/ Second Party is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan sanctioned by the Dum Dum Municipality.
- b. That the Second party/Developer is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the Dum Dum Municipality and entire cost shall be borne by the Second Party/Developer alone and the Developer shall be sole responsibility for mortification and alteration and owner have no liability for the same.
- c. The Developer/Second party shall be entitled to appoint its own labor masons contractor building Engineer Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risk and liability together with all responsibility shall remain with Developer/Second Party and he will liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place at the

:9:

time or after construction completed and hand over to the prospective Purchaser.

- d. The Developer/Second Party for the purpose of raising the said construction shall have his absolute right to enter into any Agreement for sale of flats and apartments in respect of its own allocated portions as mentioned above and to that effect and shall be entitled to receive earnest money from the intending Purchaser together with all advance thereof but at all material times the Owner shall not be liable for such advances or earnest money. That the said earnest money accepted by the Second Party/Developer shall remain charges only with the Developer and the Owner's allocation will remain unaffected and non-charged and Purchaser shall have no right to interfere with the portion of the Owner's allocation for any misappropriation of any money by the Second Party/Developer or for any deal nor he shall have any right to seek any order or injunction from any court in respect of the Owner's Allocation.

ARTICLE - V: TIME

The Developer shall complete the said building within 24 months from the date of signing of this Agreement and/or handing over the peaceful vacant possession of the said land whichever is later.

ARTICLE- VI: DEVELOPER'S RIGHT AND REPRESENTATIONS

- a. The Developer hereby undertake the responsibility to get the plan sanctioned form the Dum Dum Municipality and start construction of the building and to complete the whole complex within 24months from the date of signing of this Agreement in accordance with the sanctioned plan and/or handing over the peaceful vacant possession of his premises whichever is later and within this time

:10:

the Developer shall give complete possession of the Owner's allocation.

- b. To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority/authorities concerned.
- c. To bear all costs charges and expenses for construction of the building at the said premises.
- d. The Developer will liable to any litigation in connection with illegal construction.
- e. **After completion of the 1st floor supplementary agreement to be made between Owner and Developer for allocation of space of constructed area.**

ARTICLE - VI: OWNER'S ALLOCATION

As a consideration of the said property the owner will get **50%** of the constructed area.

The Developer will pay a sum of **Rs. 5,00,000/- (Rupees: Five Lakh)**(after deducting 10% TDS) only to Nemai Chand Bhowmick the owner herein at the time of execution of this agreement, which is non - refundable hereinafter called the Owner's Allocation.

ARTICLE - VIII: DEVELOPER'S ALLOCATION

In consideration of the above the Developer shall be entitled to the remaining balance space leaving apart from the Owner's allocation in the building of the constructed area 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 agreement for sale and transfer in his own name or in the name of the nominee and to receive and release and collect all moneys in respect of the said property and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into

:11:

such agreement it shall not be obligatory on the part of the Developer to obtain any further consent of the Owner and this agreement itself shall be treated as consent of the Owner.

ARTICLE - IX: PROCURE

The Owner shall grant to the Developer registered Development Power of Attorney as may be required for the purpose of submit the building plan obtaining the sanctioned of the plan Completion Certificate from the Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale enter into agreement for sale and receive consideration from the intending purchaser and make registered Deed and documents for registration whatsoever required for his portion.

NOTWITHSTANDING grant of power of Attorney by the Owner in favour of the Developer and delivery of possession of the said property no action of the Developer under this power of Attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the Owner.

ARTICLE - X: CONSTRUCTION

The Developer shall be solely and exclusively responsible for construction of the said building and the owner is no way connected with any deviation, alteration or allocation.

ARTICLE - XI: BUILDING

- a. The Developer shall at its own costs construct erect and complete in all respects of the said multistoried building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.

:12:

- b. The Developer shall install and erect the said building at its own costs as per the specification and also the drawing providing by the architect, pump, water storage tanks, overhead, Reservoir, septic Tank, Electrification, permanent electric connection from the CESC and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential multi storied building in the locality in Ownership basis or otherwise.
- c. The Developer shall bear the entire costs of construction including Architects fees and fees for building plan to be sanctioned from Dum Dum Municipality without creating any financial or other liabilities on the Owner regarding the construction.

ARTICLE - XII: COMMON FACILITIES

- a. The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of sanction of the building plan till hand over the possession within the stipulated period in favour of the Owner.
- b. After the completion of the total construction the Developer and the Owner including his respective assignees will bear the cost of common facilities and maintenance charges like costs of lift if any Durwan pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire and scavenging charges etc.

ARTICLE - XIII: PROCEEDING

It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer to defend allocations suits and proceedings which may arise in respect of the construction and Developer of the said premises to bear all costs, charges, and expenses incurred for that purpose.

ARTICLE - XIV: DEVELOPER INDEMNITY

- a. The Developer hereby undertake to keep the Owner indemnified against all third party claim and action arising out of any parts of act or commission of the Developer or relating to the construction of the building.
- b. The Developer hereby undertake to keep the Owner indemnified against all acts, suits costs, proceedings and claim that may arise out of the Developer action without regard to the Development of the said premises and/or in the matter of construction of the said building and/or defect therein.
- c. The Developer hereby indemnify that if She fails to handover the Owner's Allocation in 24 months stipulated time then She will pay an additional amount of **Rs. 10,000/- per month** to the Owner herein as a compensation for the default period of time.
- d. The Developer hereby indemnify that She will provide the **Completion Certificate** to the Owner within **06 months** from the date of handover of his allocation from the Dum Dum Municipality.

ARTICLE - XV: OWNER'S OBLIGATIONS

- a. The Owner doth hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer provided the terms and conditions, covenants and obligations as stated above are complied with.
- b. The Owner doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocation portion in the building at the said premises in favour of the intending buyers of flats/shops/garages in the said building. The Owner further gives undertaking for and on behalf of his

:14:

agents, servants, representatives for similar act at his own liability and responsibility.

- c. The Owner doth hereby agrees and covenants with the Developer not to let out grant, lease mortgage and/or charge or part with the possession of the said premises or any portion thereof without the consent in writing of the Developer on and from the date of execution of this agreement. This Agreement cannot be terminated by the Owner in any unless and until all the flats/shop/garages under the Developer's allocation are sold out and the Deed of Conveyance in favour of intending Purchaser or Purchasers of the Developer's allocation are executed and registered if the Developer shall strictly follow the terms and condition of the agreement.
- d. The Owner further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.
- e. That the Owner herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises/land or any portion thereof at any time during the subsistence of this agreement.
- f. That the Owner and/or his solicitors or advocate shall answer the requisition on title required by the Developer or by any of the intending Purchasers of the Developer's allocation as and when the same would be required.
- g. The Developer shall pay the required security deposit payable to the Dum Dum Municipality for sanctioning of the building plan in the name of the Owner. The Developer shall take the refund of the same after the building is completed and the Owner shall be liable to sign all documents, papers forms etc. for getting the security deposit refunded.
- h. That the Owner agrees to pay the **applicable GST regarding his share of allocation** as per Government norms to the Developer.

ARTICLE - XVI: MISCELLANEOUS

- a. The Owner and the Developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association or persons.
- b. The Owner hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owner shall execute any additional Power of Attorney and/or authorization in favour of the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way infringe any of the right of Owner and/or against the spirit of this Agreement.
- c. The Developer and Owner shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agreed to abide by the rules and regulations of such management society, Association, holding organization and hereby give his /her /their consent to abide by the same.
- d. The name of the building shall be decided later on by the Developer.
- e. As and from the date of the completion of the building the Developer and/or his transferee and the Owner and/or his transferee and their successors shall each be liable to pay and bear proportionate charges on account of Ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas.

:16:

- f.** There is no existing any agreement regarding Development or Sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.
- g.** All arrear Municipal Taxes and/or any other taxes before to execution of this Agreement will be paid by the Owner and if anything is paid by the Developer that will be recovered from the Owner by cash.
- h.** The Developer shall demolish the existing structure at their own costs and expenses and shall appropriate the salvages and building materials.
- i.** At the time of signing of this agreement and execution of registered Power of Attorney in favour of the Developer the owner will hand over the all original documents related to the said property like as Original deed, Parcha, Khajna, update payment of Municipal tax receipt and same will be returned to the owner at the time of giving possession to the Owner's allocation.
- j.** It is agreed by both parties that the Developer will have right to amalgamate the adjacent plot/plots for construction of multi storied building in a complex for better rehabilitation.
- k.** It is specially agreed between the parties that if any damage occurs during the period of construction or after the period of construction for any reason, the Developer will only be liable for that.
- l.** The Owner will not in any way be liable or responsible for the project and if further costs are to be incurred the Developer only will be responsible for that.
- m.** The Owner will have sole liberty to transfer their portion of flat by way of sale, gift etc according to his choice without interruption or disturbance by the Developer or any person whomsoever.
- n.** The Owner will sign the sale deeds or Deed of Conveyance to be executed in favour of the Purchaser/Purchasers of the building and duly register the same before the registration office in favour of the

:17:

Purchasers and the cost of registration charges of Developer allocation shall be borne by the Purchaser.

- o. The Owner hereto or any of his civil engineers shall give an advance notice to make inspection of the allotted flat in course of construction of the multistoried building and shall also be entitled to raise technical's objection in the materials used for constructional purpose.
- p. The Developer will provide two **shifting**/alternative accommodations during the period of construction and will bear the expenses for it till delivery. Even the Developer will be liable to pay alternative accommodation for the Existing Shop Tenants.
- q. The tenants/shops owner will be provided from **Owner's Allocation**.

ARTICLE - XVII: FORCE MEAJEURE

The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the forcemeajure and shall be suspended from the obligations during the duration the force meajure.

Force Meajure shall mean flood, earth – quake, riot war, tempest civil commotion, strike and/or any other acts or commission beyond the reasonable control of the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring **3 Cottahs 10 Chittacks** be the same a little more or less together with pucca building measuring **600sq.ft.** more or less at Mouza -Sultanpur, P.S. - Dum Dum, J.L. No. 10, R.S. No. 148, Touzi No. 173, at Dag No. 1680, 1680/4532, L.R. Khatian No. 5242 at Holding No. 14, Khalisakota Road, Ward No. 01 under Dum Dum Municipality, within the limits of

:18:

A.D.S.R.O. Cossipore Dum Dum, District - North 24 Parganas, which is butted and bounded in the manner following: -

ON THE NORTH : Premises of B. Samaddar & House of Mr. Tripathi,

ON THE SOUTH : 5 feet wide common passage & Premises of P. Guha,

ON THE EAST: Premises of Swapan Das & Sushanta Das,

ON THE WEST : Premises of late P. Kundu.

THE SECOND SCHEDULE REFERRED TO ABOVE
(COMMON AREAS AND FACILITIES)

- a. The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
- b. Maintenance, gate, boundary walls, stair case, Lift, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
- c. The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to the said flat through pipes, drains, wires and conduits.
- d. The entire land or space lying vacant within the said premises.

THE THIRD SCHEDULE REFERRED TO ABOVE
(PROPORTIONATE EXPENSES)

- a. The proportionate expenses which will be borne by the Purchaser with the other occupiers or owner of the flats of the said building.
- b. The cost of maintaining, repairing, white washing, painting, re-building, replacing, decorating, the main structure of the said building including the exterior thereof and in particular the

:19:

common portion of the roof, terrace, if any, landing and staircase of the building rain water pipes, motor pumps, tube-well gas pipes and electrical wires, sewerage, Lift and all other common parts of the fixtures, fittings and equipment in under or upon the said buildings enjoyed or used in common by the occupiers thereof.

- c. The costs of acquisition and other legal proceeds the costs of cleaning and lighting the common entrances, passages, landings, stair-case, main walls and other parts of the building as enjoyed or used in common by the occupiers thereof. The salary of Managers, Clerks, Bill Collectors, Chowkidars, Plumbers, electricians, sweepers etc. as decided by the Association.
- d. The cost of working, repairing, replacement and maintenance of lights, pumps, and other plumbing work including all other service charges for services rendered in common to all other occupiers.
- e. Municipal and other taxes (both owner and occupiers) and other outgoing etc.
- f. INSURANCE of the building against earthquake, fires any damages by natural calamities etc.
- g. ALL electricity charges payable in common for the said building.

CONSTRUCTION SPECIFICATION

SUPER STRUCTURE

Building shall be designed on R.C.C foundation and structures with R.C.C. columns, beams and slabs. Branded TMT reinforcement bars (Kamdhenu/SRMB) & branded Cement (Ultratech/Ramco/Ambuja) will be used. 5/8" & 3/4" stone chips & full course sand will be used for R.C.C works.

MASONRY WORKS

All brick work will be done with conventional standard quality bricks. Outside walls will be of 8"/5" while inside walls will be of 5"

:20:

while the sand used for mason works will be of medium course. Slag cement (Nuvoco/Reshmi/Konark) will be used for Mason & Flooring works.

FLOORING & TILES

Bedrooms, living cum dining and balcony will be of Marble/Tiles flooring (Super White Marwar/Kajaria/Johnson/AGL) while Kitchen & Toilet will of pink marble/matt tiles flooring. Kitchen cooking platform will be L-pattern with Granite top over black stone table (24" wide & 7'-6" long) while joint-free tiles till 6 feet high will be installed throughout the granite slab top starting from the kitchen floor. Bathroom/toilet will also have 6 feet high joint free tiles. Balcony will have joint free tiles till ceiling level. Stairs steps will have Marble/ Granite finish.

ELECTRICAL WIRING

Conceal electrical wiring will be done throughout the flat with ISI branded (Finolex / Polycab) wires. One fan, one foot lamp point, two light points and a plug point in each bedroom. A light & an exhaust fan point will be installed in toilets. One geyser line in common toilet will also be done. Four plug points, two fans, one fridge point & two light points will be provided in the drawing cum dining. One exhaust fan, 02 plug points (16 Amp) & one water purifier point will be installed in the Kitchen. One light & one plug point will be installed in the balcony. Also 2 way calling bell points will be installed.

DOORS & WINDOWS

All door frames will be of 4" x 2.5" Sal wood (except that of toilet) while window frames will be of Anodized Aluminum 2/3 track. All doors will be of ISO branded flush plywood (Tycoon/Century) with both sides laminated (Durian laminates). Window palla will be of figure glass panel fitted with aluminum frame. Toilet will have PVC

:21:

frame & palla. For safety, windows will be covered with M. S. square bar grill covering. Balcony & stair will be protected by S.S. railing till 3'6" high. One collapsible gate will also be installed free of cost. **One A. C. point will be installed in master bed room only. 02 nos. separate electric meter from CESC will be provided free of cost. One specific flat will have 02 (two) Nos. A.C. points (free of cost). Cost of transformer will be borne by developer.**

PRIMER & PAINTS

Inside wall will have plaster of Putty; Outside walls will be weather coat (Berger/ICI) over 2 coats of primer while the grills will be painted with oil paints after 2 coats murarka/primer. One Flat Primer with stainer will be done free of cost.

PLUMBING & SANITARY

Conceal plumbing works in toilet & kitchen will be done with CPVC pipes (Supreme/Astral), Taps, angular & stop cocks will be of pure brass with nickel coating (Essco/D'sons), Pan & commode will be of Hindware/Paryware/AGL. A steel sink (22" X 18") with 2 taps will be provided in the kitchen while a pedestal/table top basin will be installed in the dinning/drawing space. One tap point in the balcony with inlet & outlet point. One Washing machine point will be installed outside the toilet while a basin in the general toilet.

COMMON SPACES

One Stainless Steel grill gate will be installed at the entrance of the building, one sheet gate will be installed at the staircase of roof opening. Outside passage will have cemented flooring with boundary walls till 4 feet high. Two M.S. grill gates will be installed, one at the South & other at the North of the building/plot for safety of passage. One Municipal tap connection will be provided in the common areas of the ground floor. Roof treatment will be done

by using roof tiles & mortar. One underground & one overhead reservoir tank will be constructed while one septic tank will also be constructed at the back of the building with sufficient capacity. A water harvesting bore will also be done to channelize rain water.

EXTRA WORK

Any extra work other than the standard schedule shall be charged extra as decided by the Builder/Developer or their Contractor and the execution of the work will initiate only after receiving 50% of the estimated bill amount in advance.

PART - IV

COMMON FACILITIES AND AMENITIES: Shall include corridors, hall ways passage, ways, common stair case, common lands, pump room, overhead water tank, motor and other facilities which may be mutually agreed upon, between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under.

:23:

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals on the day of month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESSES:

1. Kanchayia Bhagat,
S/o, Lt. R.M. Bhagat,
262, P.K. Guha Road,
P.O. & P.S. - Dum Dum,
Kolkata - 700028.

Nemaichand Bhowmik

SIGNATURE OF THE OWNER

2. Gobindulal
mandal P.O. Ramkali
Shri Goshal
P.S. DUM DUM
KOL 79.

AKASH INFRA BUILDERS

Asha Bhagat
Proprietor

SIGNATURE OF THE DEVELOPER

Prepared by:-

P.K. Bandyopadhyay

**Advocate
High Court Calcutta
File No. WB 2653/99.**

:24:

RECEIPT

RECEIVED of and from the within Developer within mentioned sum of
Rs. 5,00,000/- (Rupees: Five Lakh) only as per memo below:-

MEMO OF CONSIDERATION

Cheque No./Cash	Date	Bank	Amount (Rs.)
000031	23/11/2022	Bank of Baroda (Kankuliya Branch) TDS	4,50,000/- 50,000/-
Total:			5,00,000/-

(Rupees: Five Lakh) only.

WITNESSES:

1. Kanchayia Bhogat

2. Gobindusethi

Nemaichand Bhownick

SIGNATURE OF THE OWNER



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



192022230186644501

GRN Details

GRN:	192022230186644501	Payment Mode:	Online Payment
GRN Date:	23/11/2022 11:11:25	Bank/Gateway:	State Bank of India
BRN :	CKV4730349	BRN Date:	23/11/2022 11:12:48
GRIPS Payment ID:	231120222018664449	Payment Init. Date:	23/11/2022 11:11:25
Payment Status:	Successful	Payment Ref. No:	2003206386/2/2022
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	ADYA SHAKTI ENTERPRISE
Address:	DUM DUM ROAD
Mobile:	9804192959
Depositor Status:	Others
Query No:	2003206386
Applicant's Name:	Mr KANHAYIA BHAGAT
Identification No:	2003206386/2/2022
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	23/11/2022
Period To (dd/mm/yyyy):	23/11/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003206386/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	6001
2	2003206386/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	5007
Total				11008

IN WORDS: ELEVEN THOUSAND EIGHT ONLY.

PAID

Major Information of the Deed

Deed No :	I-1506-15089/2022	Date of Registration	23/11/2022
Query No / Year	1506-2003206386/2022	Office where deed is registered	
Query Date	10/11/2022 9:10:16 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	KANHAYIA BHAGAT 262, P.K. GUHA ROAD, Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700028, Mobile No. : 7980468410, Status :Attorney of Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 41,24,250/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,001/- (Article:48(g))	Rs. 5,007/- (Article: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: Khalishakota, Mouza: Sultanpur, , Ward No: 01, Holding No:14 JI No: 0, Pin Code : 700079

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1680 (RS :-)	LR-5242	Bastu	Bastu	1 Katha 13 Chatak	1/-	18,59,625/-	Width of Approach Road: 5 Ft.,



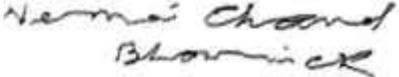
District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Khalishakota, Mouza: Sultanpur, , Ward No: 1, Holding No:14 JI No: 0, Pin Code : 700079

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	RS-1680/4532	RS-5242	Bastu	Bastu	1 Katha 13 Chatak	1/-	18,59,625/-	Width of Approach Road: 5 Ft.,
Grand Total :					5.9813Dec	2 /-	37,19,250 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	600 Sq Ft.	1/-	4,05,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		600 sq ft	1 /-	4,05,000 /-	




and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Nemai Chand Bhowmick Son of Mr Dharendra Nath Bhowmick Executed by: Self, Date of Execution: 23/11/2022 , Admitted by: Self, Date of Admission: 23/11/2022 ,Place : Office			
	23/11/2022	LTI 23/11/2022		23/11/2022
Manikpur, Eden Park, City:- , P.O:- Italgacha, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700079 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: bnxxxxxx4l,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 23/11/2022 , Admitted by: Self, Date of Admission: 23/11/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	AKASH INFRA BUILDERS 23, Manashbhumi Road, City:- , P.O:- Italgacha, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700079 , PAN No.: bmxxxxxx8h,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
	Mrs Asha Bhagat (Presentant) Wife of Kanhayia Bhagat Date of Execution - 23/11/2022 , , Admitted by: Self, Date of Admission: 23/11/2022, Place of Admission of Execution: Office			
	Nov 23 2022 2:38PM	LTI 23/11/2022		23/11/2022
262, P.K. Guha Road, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: bmxxxxxx8h,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : AKASH INFRA BUILDERS (as DEVELOPER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Gobinda Saha Son of Mr Basudeb Saha 165, Manikpur Ramkrishna Garh, City:- P.O. - Italgacha, P.S:-Dum Dum, District:- North 24-Parganas, West Bengal, India, PIN- 700079			
	23/11/2022	23/11/2022	23/11/2022
Identifier Of Mr Nemai Chand Bhowmick, Mrs Asha Bhagat			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Nemai Chand Bhowmick	AKASH INFRA BUILDERS-2.99062 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Nemai Chand Bhowmick	AKASH INFRA BUILDERS-2.99062 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Nemai Chand Bhowmick	AKASH INFRA BUILDERS-600.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Khalishakota, Mouza: Sultanpur, , Ward No: 01, Holding No:14 JI No: 0, Pin Code : 700079

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1680, LR Khatian No:- 5242	Owner:নিমাই চাঁদ ভৌমিক, Gurdian:বীরেন্দ্রনাথ Address:বিক্র, Classification:বাড়, Area:0.08000000 Acre,	Seller is not the recorded Owner as per Applicant.

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Khalishakota, Mouza: Sultanpur, , Ward No: 1, Holding No:14 JI No: 0, Pin Code : 700079

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	RS Plot No:- 1680/4532, RS Khatian No:- 5242		Seller is not the recorded Owner as per Applicant.

On 23-11-2022

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 12:31 hrs on 23-11-2022, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mrs Asha Bhagat .

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 41,24,250/-

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

Execution is admitted on 23/11/2022 by Mr Nema Chand Bhowmick, Son of Mr Dharendra Nath Bhowmick, Manikpur, Eden Park, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Service

Identified by Mr Gobinda Saha, . , Son of Mr Basudeb Saha, 165, Manikpur Ramkrishna Garh, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by profession Business

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

Execution is admitted on 23-11-2022 by Mrs Asha Bhagat, DEVELOPER, AKASH INFRA BUILDERS (Sole Proprietorship), 23, Manashbhumi Road, City:- , P.O:- Italgacha, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700079

Identified by Mr Gobinda Saha, . , Son of Mr Basudeb Saha, 165, Manikpur Ramkrishna Garh, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,007.00/- (B = Rs 5,000.00/- ,E = Rs 7.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/11/2022 11:12AM with Govt. Ref. No: 192022230186644501 on 23-11-2022, Amount Rs: 5,007/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKV4730349 on 23-11-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,001/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1004, Amount: Rs.1,000.00/-, Date of Purchase: 10/11/2022, Vendor name: Jayanta Kumar Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/11/2022 11:12AM with Govt. Ref. No: 192022230186644501 on 23-11-2022, Amount Rs: 6,001/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKV4730349 on 23-11-2022, 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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2022, Page from 515850 to 515881
being No 150615089 for the year 2022.

























Digitally signed by KAUSTAVA DEY
Date: 2022.11.24 11:42:28 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 2022/11/24 11:42:28 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No	Signature of the Executants / Presentants					
	 Hemant Chandra Bhosnik	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
	 Asha Bhagat	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				

26



[Handwritten signature]
Addl. District Sub-Registrar
Cossipore, Dum Dum

23 NOV 2021