

000710/2023

1-677/2023

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

1:45 pm
24/03/23
B=2/784200/23

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

31AA 458269

Certified that the document is admitted
to registration. The execution date/s and
the endorsement where it is filed with this
document are the part of this document.

[Signature]

District Sub-Registrar:
South 20 Pargana

24 MAR 2023

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 24th day
of March, 2023 (Two Thousand Twenty Three).

BETWEEN

Sudrate Talukdar
Sapurna Talukdar

Him Kumar Baidya

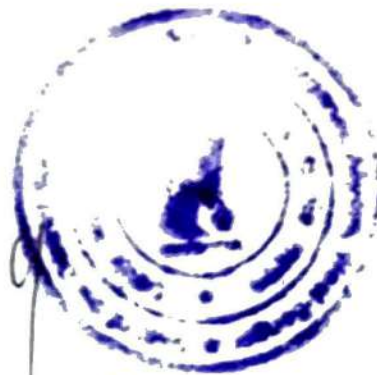
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10 MAR 2023

No. ₹20/- Date.....
Name : Amilabha Ray
Advocate
Address : ALIPORE POLICE COURT
Kolkata - 700 027
Vendor :
Alipore Collectorate, 24 Pgs. (South)
SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

(Signature)



DIST. SUB-REGISTRAR-I
ALIPORE, SOUTH 24 PARGANAS

Identified by me
SK. Farouque uddin

F- 540/17 (Adv)

Alipore Judges court
Behind samaj pati
Stamp vendor, Kol. 700027.
Ph 9735604411.

24 MAR 2023

2

SRI SUBRATA TALUKDAR (PAN : ABOPT05551G) son of Late Aditya Kumar Talukdar, by faith Hindu, by occupation - Government Service, by Nationality - Indian, **2) SRI SAPURBA TALUKDAR (PAN : BUWPT2760N)**, son of Late Aditya Kumar Talukdar, by faith Hindu, by occupation - Professional (Private Tutor), by Nationality - Indian, both are residing at 7A, Chandra Mondal Lane, P.O. Tollygunge, Kolkata - 700026, hereinafter jointly called and referred to as the **'OWNERS'** (which expression unless excluded by or repugnant to the context or subject be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **PARTY** of the **FIRST PART**.

AND

SRI HIRON KUMAR BAIDYA, (PAN : AICPB5681L), son of Sri Haripada Baidya, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 47B, B.B. Chatterjee Road, P.O. Kasba, P.S. Kasba, Kolkata - 700 042, 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, administrators, legal representatives and assigns) of the **PARTY** of the **SECOND PART**.

WHEREAS by a registered Deed of Bengali Kobala dated 11.06.1980 one Sri Bibek Jyoti Das, the then Vendor sold, transferred, conveyed against valuable consideration ALL THAT piece and parcel of Land measuring about 2(two) cottahs 14(fourteen) chittacks 24(twenty four) sq.ft. be the same or a little more or less comprised in Mouza-Purba Barisha, J.L. No. 23, Touzi No. 1-6-8-10-12-16, Dag No. 1035, under Khatian No. 410, under P.S. Behala, within the local limit of South Suburban Municipality, under District 24 Parganas, in favour of Smt. Abha Talukdar (since deceased), which indenture was duly registered in the

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Sapurba Talukdar*

office of the D S R Alipore and recorded in Book No. I, Volume No. 143, pages from 157 to 161, being No. 4966, for the year 1980

AND WHEREAS thus by the dint of such Bengali Kobala dated 11.06.1980 said Smt. Abha Talukdar became the absolute and sole owner of the aforesaid plot of land and subsequently mutated her name in the records of the then Calcutta Municipal Corporation (South Suburban Division), which was known and numbered as Premises No. 984/1, Kailash Ghosh Road, Calcutta and paid the rates and taxes to the C.M.C. being Assessee No. 411230922656 and had been enjoying the said property by erecting a structure thereon.

AND WHEREAS during her enjoyment over the said premises no. 984/1, Kailash Ghosh Road, Calcutta - 700008, under P.S. Behala, the said Smt. Abha Talukdar died intestate on or about 24.11.2006 leaving behind her surviving two sons namely, 1) SRI SUBRATA TALUKDAR 2) SRI SAPURBA TALUKDAR and two married daughters namely, 1) SMT. RITA DAS and 2) SMT. SOMA SENGUPTA as per legal heirs and successors to inherit the said property as per Hindu Succession Act, 1956. Her husband Aditya Kumar Talukdar having predeceased her.

AND WHEREAS thus by virtue of inheritance the said two brothers, 1) SRI SUBRATA TALUKDAR 2) SRI SAPURBA TALUKDAR and two married-sisters namely, 1) SMT. RITA DAS and 2) SMT. SOMA SENGUPTA became the undivided joint absolute owners, each having their undivided $1/4^{\text{th}}$ or 25% share in the said property measuring about 2 cottahs 14 chittacks 24 sq.ft. being Premises No. 984/1, Kailash Ghosh Road, P.S. Haridevpur Kolkata - 700008 and had been enjoying the property jointly.

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AND WHEREAS during their enjoyment over the said SMT. RITA DAS and SMT. SOMA SENGUPTA from the core of their heart and out of natural love and affection made an unconditional gift of their respective 50% share in the said property measuring about 1 cottah 7 chittacks 12 sq.ft. together with 100 sq.ft. tile shed structure in favour of their two brothers namely, 1) SRI SUBRATA TALUKDAR 2) SRI SAPURBA TALUKDAR by execution of a Deed of Gift on 19.06.2020, which was duly registered in the office of the D.S.R.- II, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2020, pages from 126737 to 126770, being No. 160203239, for the year 2020.

AND WHEREAS thus by inheritance and by the dint of the aforesaid Deed of Gift dated 19.06.2020 the said SRI SUBRATA TALUKDAR and SRI SAPURBA TALUKDAR became the absolute joint undivided owners, each having 50% share in the said property, which is more fully and particularly mentioned and described in the FIRST SCHEDULE herein below written and thereafter mutated their names in the records of the Kolkata Municipal Corporation and assessed in the Assessment Department of K.M.C. being Assessee No. 411230922656 and they are paying rate tax bill i.e. property tax accordingly.

AND WHEREAS the joint owners are in possession of the said schedule property, in which none other than the owners have any right, title, interest and possession whatsoever.

AND WHEREAS the present joint owners expressed their intention for the purpose of development of their First Schedule mentioned property measuring about 2 cottahs 14 chittacks 24 sq.ft. Land with temporary structure being Premises No. 984/1, Kailash Ghosh Road, P.S. Haridebpur, Kolkata - 700008 and due to their inexperience relating to the

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construction of new building and also for the lack of their personal funds had been in search of competent developer, who can undertake all the responsibilities of erection of a new multi storied building over the said plot of land.

AND WHEREAS knowing from reliable sources the Developer herein has requested and approached the owners for construction of the proposed multi storied building as per the desire of the owners according to the building plan to be sanctioned by the Kolkata Municipal Corporation on the said First Schedule mentioned property as per the terms and conditions contained hereunder.

AND WHEREAS the owners have agreed to authorize and appoint the Developer herein for developing the First Schedule and to construct the multi storied building thereon (G + Upper floors) as per the terms and conditions mentioned hereunder.

AND WHEREAS the Second Party developer has agreed to construct the said new multi storied building over the said First Schedule plot of land on joint development basis i.e. sharing of ratio or allocation in the new building to be constructed as per the sanctioned building plan i.e. Owners' allocation and Developer's allocation.

AND WHEREAS by a joint discussion held by and between the joint owners and the developer, the present joint owners of the First Schedule property have accepted the terms and proposals of the Second Party developer and the Second Party herein has been accepted and appoints as the "Developer" by the owners of the said property measuring 2 (two) cottahs 14 (fourteen) chittacks 24 (twenty four) Sq.ft., which is particularly described in the First Schedule and the Developer has been

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permitted to erect and construct the new multi storied building over the said plot of land at his own cost, effort and risk and shall get the developer's allocation in lieu of his investment in the said housing project.

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 tank, 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 to be sanctioned and subsequent revised sanction 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 Owners' share or allocation shall mean ALL THAT 2(Two) numbers of self contained Flat on the First Floor being the entire First Floor at the new multi storied building (G + Upper floors) each flat comprising of 2 Bed rooms, 1 Drawing - Dining space, 1 Kitchen, 1 Bath-Privy, 1 Balcony at the new building to be constructed over the said schedule plot of land along with undivided proportionate and impartibly share or interest in the land and common facilities and amenities as to be provided in the said

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proposed new building, which is more fully and particularly described in the Second Schedule herein below written.

- (d) The Developer's share or allocation shall mean ALL THAT rest or all other flats and constructed areas on different floors of the new building to be constructed over the said plot of land together with proportionate and impartibly share or interest in the land along with other common facilities and amenities to be provided in the proposed new building, other than the owners' share of allocation, including all covered and open garage/car parking, which is more fully and particularly mentioned and described in the Third Schedule herein below written.
- (e) The said 'Building' shall mean the completely constructed multi storied building (G + Upper floor) as per the plan to be sanctioned by the concerned authority of K.M.C. inclusive of one common pump room, one care taker room and one common toilet to be constructed on the open space or open land at the back side 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. In that event the developer shall settle the matter with his own effort and cost.
- (g) The stipulated period of time for the purpose of completion of the said project shall be of 24 (twenty four) months i.e. 2 years from the date of sanction of the building plan to be obtained from the K.M.C. Authority. The time for completion of the said building may be varied or changed or extended by the maximum up to 6 (six) months, subject to 'force majeure' and due to unavoidable circumstances. If the project is not completed within the enhanced stipulated time of 30 months i.e. 2 years 6 months, then the owners shall be entitled to get a compensation from the developer, till the

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completion of the proposed new building, which will be determined subsequently by and between the parties by mutual discussion at that time, after expiry of such enhanced period of time.

2. That the owners hereto simultaneously with the execution of this Development Agreement shall hand over / deliver all the original Deeds and documents relating to the Title of the said property, tax bill of K.M.C. and site plan etc. and all other relevant papers and documents relating to the said property to the Developer, as mentioned and described in the First Schedule herein below written.
3. That the subject matter of this agreement between the Owners and the Developer is the erection and construction of a new multi storied building over the said plot of land of the aforesaid owners and delivery of possession of the owners 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 owners shall further execute a Development Power of Attorney in favour of the Second Party developer herein namely, SRI HIRON KUMAR BAIDYA for performing all the Legal and Physical works relating to the said development.
5. That the Second Party Developers hereto shall undertake to complete the said building at their own cost, expenses with their personal efforts and the owners shall not be liable for any kind of liability regarding materials and labours also shall not take any risk

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and liability relating to the quality of construction of the said new 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 owners shall always be entitled to inspect the said construction work by appointing any other architect or L.B.S. of their own choice, for which the Developer shall supply a photocopy of the sanction plan to the Owners for their satisfaction.
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 B.S. plan and complete the entire building within the stipulated period of time as mentioned herein in this development agreement.
9. That the First Party Owners in accordance with the terms and conditions herein contained shall deliver upon the Developer the physical possession of the First Schedule property and conferred all power and authority upon the developers as may be necessary for the construction and erection of the said new building.
10. That the Developer shall not bear any expenses for the temporary accommodations of the owners during the period of construction

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work of new building until delivery of owners' allocation after obtaining the completion certificate from the concerned authority of K.M.C., which will include the extended period of 6 (six) months after the lapse of the stipulated period of time fixed for 2 (two) years i.e. 24 months.

11. That the owners shall willingly assist and help 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 building on the said schedule property at the cost and expenses of the Developer.
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 ratio or allocation of the Developer i.e. from Developer's share at any rate or consideration as may be fixed by the Developer and shall be entitled to receive advance and/or part payment from the intending Purchaser or Purchasers and shall be able to register the developer's allocation as the 'Attorney' on behalf of the owners and/or the developer shall also be entitled to retain any portion out of his own allocation for his personal use or for the use of his nominated person or persons.
13. That the First Party owners after getting their share or allocation in the said new building, shall be entitled to sell or transfer any flat or flats from the owners' allocation to any outsider or intending purchaser or purchasers at any price of consideration, as they think fit and proper. In the event of transfer or sell of any flat or flats of

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the owners' allocation, the First Party owners shall be liable to pay the GST to the account of the Govt. of India as per the prescribed rate or percentage as per law, in which the Second Party developer shall not be liable to pay GST of the owners' allocation in any way and also shall not be responsible for any kind of default of payment of GST in respect of the transfer of any flat or flats from the owners' allocation.

14. That the First Party owners hereby declare that they have 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 owners have already mutated their names in the records of the K.M.C. and since this day of execution of this Development Agreement the owners shall sign and execute all the papers documents as may be required for the completion of the said building over the said schedule property.
15. That the First Party Owners hereby undertake 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 the Developer 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 Owners herein.
16. That on the other hand the Second Party Developer undertakes to construct the said building according to the sanctioned building plan with standard materials and also undertake to pay all

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damages or compounding fees payable to the appropriate authority or other body or authority concerned relating to any deviation put in construction. The Developer shall pay the requisite sanction fees, 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.

17. That the Second Party Developer shall act as independent contractor and undertake to keep the owners indemnified from and against all third party's claim or actions arising out of any act of work of the developer relating to the construction of the said building over the said schedule property.
18. That all the costs of stamping, typing and registration of his agreement shall be borne by the Second Party Developer.
19. That both the First Party Owners and Second Party Developer undertake not to do any act or activities, which may in any manner contravenes the terms and conditions of this Development Agreement in respect of the said proposed new building to be constructed over the said property as mentioned in the schedule herein below.
20. 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 Owners shall be entitled to get compensation for all losses suffered by them, subject to applicability of 'force majeure' at the rate of rates as to be determined by the parties by mutual discussion.

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21. 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 Owners and Second Party Developer shall not transfer, lease, mortgage or change or in any way encumber the said schedule property, which is the subject matter of this Agreement for Development.
22. That the Developer shall deliver the possession of the owners' allocation at first to the First Party Owners herein and thereafter the Developer shall deliver the possession of the other flats in respect of the Developer's allocation to the prospective purchasers of flats.
23. That the Second Party Developer shall use standard building materials for the purpose of construction of the said new 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 will be as follows:-

FOUNDATION: The foundation of the building shall be of reinforced cement concrete with concrete pillars by using 'Larfarge' or 'Kotak' or 'Dalmia' brand cement and TMT bars of any 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 cement block and/or 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.

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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 vitrified floor tiles of 2' x 2' ft. size. 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 vitrified floor tiles finished.

KITCHEN: Kitchen flooring shall be marble finished and cooking platform shall be of black stone, finished with granite over the black stone and one stainless steel sink shall be provided.

DOORS: All doors frames shall be made of wood. All the doors shall be water proof commercial flash types affixed on wooden frame painted with primer and fitted with door stopper, excluding the main door. The main door of each flat shall be completely made of wood including the frame and shall be provided with magic eye and door lock.

WINDOWS: Window shall be of aluminium 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 concealed plumbing. Each bathroom shall have one Indian W.C. of white colour with one P.V.C. Cistern, one white coloured porcelain basin, three stopcocks, two bib cocks, one shower. All the bath room fittings shall be of reputed 'ESSCO' brand materials.

VERANDAH: Verandah flooring shall be tiles finished with reputed make with half grill upto 2'6".

ELECTRICALS: All electrical lines to be concealed having first class copper wire of Havells or Finolex brand. All switchboards to be of sheet

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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 purchasers and the purchasers shall bare the requisite costs and security deposit as would be spent on such account. The Developer shall render all assistance if required and requested.

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

Drawing cum Dining room - Two light points, one fan point, one combined plug point (15/5 amp.), one T.V. point and one refrigerator point.

Stairs - One light point in each landing.

Roof - Four light points.

Open space on the Ground floor - Adequate light points.

RESERVOIR: Overhead reservoir shall be made of concrete or may be of PVC (Patton/Sintex) on the ultimate 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.

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WATER PUMP One heavy duty normal water pump will be fitted at the cost of the Developer 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 owners and intending purchasers desire to install any extra fittings/fixtures, in excess of the above mentioned specification, in such event the owners and the purchasers shall be liable to bear or pay the cost of such extra fittings/fixtures and other materials of sanitary goods or plumbing articles including costly combined taps and showers, basins etc.

24. That if necessary the Second Party Developer shall be entitled to give consent to the intending purchasers for obtaining a finance from any Bank or Financial Institution to complete the purchase of flat/flats out of the Developer share or allocation in the said new building in terms of this Development Agreement. In such case the First Party owners shall not raise any objection in taking of such finance and shall sign in all 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.

25. 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 whatever they will think fit and proper for the purpose of completion of the said building in beneficial way.

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26. That if the Second Party Developer fail and neglect to complete the said building and/or construction within the stipulated period of time and in the manner aforesaid, then the owners hereto shall be at liberty to enforce this development agreement before the competent Court of law.
27. 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, then the parties hereto shall be mutually settled the matter by discussion or same shall be referred to an Arbitrator or to any third person to be appointed jointly by the owners and the Developer and in that event the decision of the said Arbitrator or third person will be final and shall be binding upon both the parties.

SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

FIRST SCHEDULE

ALL THAT piece and parcel of land measuring about 2 (two) Cottahs 14 (Fourteen) Chittack 24 (twenty four) Sq.ft. be the same or little more or less of land together with 200 sq.ft. tile shed structure lying and situated at Mouza - Purba Barisha, J.L. No. 23, District Touzi No. 1-6-8-10-12-16, R.S. No. 43, Dag No. 1035, Khatian No. 410, being Municipal premises No. 984/1, Kailash Ghosh Road, P.O. Behala, P.S. Haridebpur, Kolkata - 700008, within the local limit of Kolkata Municipal Corporation, Ward No. 123, within the District of South 24 Parganas on 10' ft. wide K.M.C. Road, which is butted and bounded as follows :

On the North : 10' Ft. wide common passage.

On the South : Land of Smt. Mina Mukherjee.

On the West : 6' Ft. wide common passage.

On the East : Tank of Shyamal Bose.

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SECOND SCHEDULE

Owner's Allocation

The owners share or allocation shall mean ALLTHAT 2(Two) numbers of self contained Flat on the First Floor being the entire First Floor at the new multi storied building (G + Upper floors) each flat comprising of 2 Bed rooms, 1 Drawing - Dining space, 1 Kitchen, 1 Bath-Privy, 1 Balcony at the new building to be constructed over the said schedule plot of land along with undivided proportionate and impartibly 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 and particularly described in the First Schedule herein below written.

THIRD SCHEDULE

(Developer's allocation)

The Developer's share or allocation shall mean ALL THAT rest or all other flats and constructed areas on different floors of the new building to be constructed over the said plot of land together with proportionate and impartibly share or 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 or allocation, including all covered and open garage/car parking, which is more fully and particularly mentioned and described in the First Schedule herein below written.

FOURTH SCHEDULE

(COMMON EXPENSES)

- 1(a) Cost and expenses for maintaining, repairing, decorating etc. of the said building and said common areas and facilities to be enjoyed and/or to be used by the purchaser in common with other apartment owners.

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- (b) Cost of cleaning and lighting of passage, landings, staircase and other parts of the said building to be enjoyed or to be used by the purchaser 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) Cost of decoration of the exterior wall of the said building.
 - (g) Salaries of Durwan, Electrician, Sweepers etc.
 - (h) Insurance of the said building.
 - (i) 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.

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Sapurna Talukdar

- 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 stately or 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.

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Sulata Talukder
Sapurna Talukder

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 :-

Sulata Talukdar
Sapurna Talukdar

- 1) *Aparna Das*
D/o - Sunil Das
Garia, Shib tala, Uttar
Panch Pota, Kolkata -
700152.

SIGNATURE OF THE OWNERS

2)

Niladri Chatterjee
S/o Narayan Chandra Chatterjee
Garia Boral
West Bengal - 700154.

Him Kumar Baidya
SIGNATURE OF THE DEVELOPER












Drafted by me

SK. Faruque Uddin

(SK. FARUQUE UDDIN)
Advocate









Alipore Judges' Court,
Kolkata-700027.
Enroll. No.-F-570 of 2017.
Mobile No.7003410585

Him Kumar Baidya

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name SUBRATA TALUKDAR

Signature Subrata Talukdar

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name SAPURBATA TALUKDAR

Signature Sapurbata Talukdar

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name HIRON KUMAR BAIDYA

Signature Hiron Kumar Baidya



District Sub-Registrar-I
Alipore, South 24 Parganas

24 MAR 2023



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



240320232034800367

GRIPS Payment Detail

GRIPS Payment ID:	240320232034800367	Payment Init. Date:	24/03/2023 13:11:09
Total Amount:	5021	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	3827324252822	BRN Date:	24/03/2023 13:11:47
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr HIRON KUMAR BAIDYA
Mobile: 6290965484

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230348003698	Directorate of Registration & Stamp Revenue	5021
Total			5021

IN WORDS: FIVE THOUSAND TWENTY ONE 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



192022230348003698

GRN Details

GRN:	192022230348003698	Payment Mode:	SBI Epay
GRN Date:	24/03/2023 13:11:09	Bank/Gateway:	SBICPay Payment Gateway
BRN :	3827324252822	BRN Date:	24/03/2023 13:11:47
Gateway Ref ID:	CHM1096699	Method:	State Bank of India NB
GRIPS Payment ID:	240320232034800367	Payment Init. Date:	24/03/2023 13:11:09
Payment Status:	Successful	Payment Ref. No:	2000784200/2/2023

[Query No./Query Year]

Depositor Details

Depositor's Name: Mr HIRON KUMAR BAIDYA
Address: 47B, B.B. Chatterjee Road, KOLKATA- 700042
Mobile: 6290965484
Period From (dd/mm/yyyy): 24/03/2023
Period To (dd/mm/yyyy): 24/03/2023
Payment Ref ID: 2000784200/2/2023
Dept Ref ID/DRN: 2000784200/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000784200/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	5000
2	2000784200/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				5021

IN WORDS: FIVE THOUSAND TWENTY ONE ONLY.

PAID

Major Information of the Deed

Deed No :	I-1601-00677/2023	Date of Registration	24/03/2023
Query No / Year	1601-2000784200/2023	Office where deed is registered	
Query Date	23/03/2023 5:43:37 PM	D.S.R. - I SOUTH 24 PARGANAS, District: South 24 Parganas	
Applicant Name, Address & Other Details	SK Faruque Uddin Thana : Diamond Harbour, District : South 24-Parganas, WEST BENGAL, PIN - 743375, Mobile No. : 7003410585, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 16,24,498/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article 48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



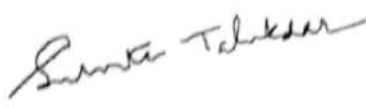


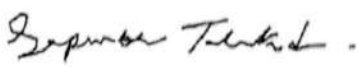
District: South 24 Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kailash Ghosh Road, , Premises No: 984/1, , Ward No: 123 Pin Code : 700008

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
11	(RS. -)		Bastu	2 Katha 14 Chatak 24 Sq Ft		15,70,498/-	Width of Approach Road: 10 Ft.,
Grand Total :				4.7988Dec	0 /-	15,70,498 /-	



Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	0/-	54,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		200 sq ft	0 /-	54,000 /-	

Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri SUBRATA TALUKDAR Son of Late Aditya Kumar Talukdar Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 24/03/2023 ,Place : Office	 24/03/2023	 LTI 24/03/2023	 24/03/2023
7A, Chandra Mondal Lane,, City:- , P.O:- Tollygunge, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Government Service, Citizen of: India, PAN No.: ABxxxxxx1G, Aadhaar No: 94xxxxxxxx0217, Status :Individual, Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 24/03/2023 ,Place : Office				
	Name	Photo	Finger Print	Signature
2	Shri SAPURBA TALUKDAR Son of Late Aditya Kumar Talukdar Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 24/03/2023 ,Place : Office	 24/03/2023	 LTI 24/03/2023	 24/03/2023
7A, Chandra Mondal Lane,, City:- , P.O:- Tollygunge, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.: BUxxxxxx9N, Aadhaar No: 58xxxxxxxx7972, Status :Individual, Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 24/03/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri HIRON KUMAR BAIDYA (Presentant) Son of Shri Haripada Baidya Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 24/03/2023 ,Place : Office	 24/03/2023	 LTI 24/03/2023	 24/03/2023

Son of Shri Haripada Baidya 47B, B B 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.: AIxxxxxx1L, Aadhaar No: 90xxxxxxxx3836, Status :Individual, Executed by:
Self, Date of Execution: 24/03/2023
Admitted by: Self, Date of Admission: 24/03/2023 ,Place : Office

Identifier Details :

Name	Photo	Finger Print	Signature
SK. FARUQUE UDDIN Son of Late SK MOAZZEM HOSSAIN Alipore Judge Court City - P O - Alipore, P S -Alipore District -South 24-Parganas, West Bengal India PIN - 700027			
	24/03/2023	24/03/2023	24/03/2023

Identifier Of Shri SUBRATA TALUKDAR, Shri SAPURBA TALUKDAR, Shri HIRON KUMAR BAIDYA

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SUBRATA TALUKDAR	Shri HIRON KUMAR BAIDYA-2.39937 Dec
2	Shri SAPURBA TALUKDAR	Shri HIRON KUMAR BAIDYA-2.39937 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri SUBRATA TALUKDAR	Shri HIRON KUMAR BAIDYA-100.00000000 Sq Ft
2	Shri SAPURBA TALUKDAR	Shri HIRON KUMAR BAIDYA-100.00000000 Sq Ft

On 24-03-2023

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 (a) of Indian Stamp Act 1899

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

Presented for registration at 13:45 hrs on 24-03-2023, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Shri HIRON KUMAR BAIDYA, Claimant

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 16,24,498/-

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

Execution is admitted on 24/03/2023 by 1. Shri SUBRATA TALUKDAR, Son of Late Aditya Kumar Talukdar, 7A, Chandra Mondal Lane., P.O: Tollygunge, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Government Service, 2. Shri SAPURBA TALUKDAR, Son of Late Aditya Kumar Talukdar, 7A, Chandra Mondal Lane., P.O: Tollygunge, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Professionals, 3. Shri HIRON KUMAR BAIDYA, Son of Shri Haripada Baidya, 47B, B.B. Chatterjee Road,, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Business

Indetified by SK. FARUQUE UDDIN, , , Son of Late SK. MOAZZEM HOSSAIN, 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 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/03/2023 1:11PM with Govt. Ref. No: 192022230348003698 on 24-03-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 3827324252822 on 24-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 20.00/-, by online = Rs 5,000/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 011142, Amount: Rs.20.00/-, Date of Purchase: 10/03/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/03/2023 1:11PM with Govt. Ref. No: 192022230348003698 on 24-03-2023, Amount Rs: 5,000/-, Bank: SBI EPay (SBlePay), Ref. No. 3827324252822 on 24-03-2023, Head of Account 0030-02-103-003-02



Tabis Ansari
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 1601-2023, Page from 28596 to 28627

being No 160100677 for the year 2023.



Digitally signed by MD TABIS ANSARI
Date: 2023.04.12 12:01:47 +05:30
Reason: Digital Signing of Deed.

(Tabis Ansari) 2023/04/12 12:01:47 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)