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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

L.V.R. 39, 90,000/-

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

9
District Sub-Registrar
Durgam Chauri, South 24 Parganas

15 NOV 2019

Sanjay Halder

--- DEVELOPMENT AGREEMENT ---

THIS DEVELOPMENT AGREEMENT is made on this the
15th day of November 2019 (Two Thousand Nineteen) A.D.;

BETWEEN

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Sanjoy Halder.

SMT. JHUMA BORAL, (PAN-AMPPB6422N, Aadhaar No. 9032 5989 5507), wife of Sri Amit Kumar Boral, by faith – Hindu, by Nationality – Indian, by occupation – Housewife, residing at 1304, Dakshin Para, Natun Pally, P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, District - South 24 Parganas, hereinafter called and referred to as the “OWNER” (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her respective heirs, executors, legal representatives, administrators and/or assigns) of the FIRST PART.

AND

SRI SANJOY HALDER, (PAN - ADRPH2243L & Aadhaar No. 2276 8945 7428), son of Late Gopal Halder, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Purba Putiary, Natunpally (Rubbertala), P.O. - Purba Putiary, P.S. – Regent Park, Kolkata – 700093, hereinafter called and referred to as the “DEVELOPER” (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his respective heirs, executors, legal representatives, administrators and/or assigns) of the SECOND PART.

WHEREAS one SHANTIRAM MONDAL was the recorded owner and seized and possessed of the land along with other land lying and situate

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at Mouza - Chakdaha, J.L. No. 44, Pargana - Magura, Touzi No. 351, comprised in Dag No. 633, under Khatian No. 22, within P.S. - Regent Park, Sub-Registry office at Alipore, within Calcutta Municipal Corporation, under Ward No. 114, in the District of South 24 Parganas.

AND WHEREAS said SHANTIRAM MONDAL while had been enjoying the said property died intestate leaving behind his legal heirs Upendra Chandra Mondal and Nagendra Chandra Mondal.

AND WHEREAS in the Settlement Record, the name of Upendra Chandra Mondal was the recorded owner in the Settlement Record in the year 1928 as 110 Ath Ana and the name of Nagendra Chandra Mondal was recorded in the Settlement Record 110 Ath Anna.

AND WHEREAS as per Settlement Record said Upendra Chandra Mondal and Nagendra Chandra Mondal got their allotted shares and demarcated separately in respect of their said land and had been enjoying their respective lands by paying rents to the authority and said Upendra Chandra Mondal died intestate leaving behind his only one son Sri Phani Mondal as his legal heir and thereafter said Phani Mondal got his father's land 8 annas of Dag No. 633, by way of inheritance.

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AND WHEREAS said Phani Mondal for his urgent need of money sold, conveyed and transferred of land measuring more or less 3 Cottahs from his total land unto and in favour of Reba Kundu, wife of Sri Shankar Krishna Kundu and handover the possession of the said land.

AND WHEREAS said Reha Kundu while had been cultivating on the said plot of the land died intestate 29/07/2001 leaving behind his husband Sri Shankar Krishna Kundu, one daughter namely Anamica Kundu and one minor son Sri Anirban Kundu as his legal heirs and successors and the said legal heirs and successors by way of inheritance became the joint owners of land measuring 3 Cottahs of Dag No. 633, and while had been enjoying the said property sold, conveyed and transferred measuring more or less 3 Cottahs land unto and in favour of SMT. JHUMA BORAL, wife of Sri Amit Kumar Boral, the Owner/Vendor herein, by way of a registered Deed of Saf Bikray Kobala which was registered in the office of Additional Registrar of Assurance-1, Kolkata and recorded in Book No. 1, C.D. Volume No. 5, Pages from 504 to 516, being No. 01680, for the year 2010.

AND WHEREAS after such sale the Owner namely SMT. JHUMA BORAL, wife of Sri Amit Kumar Boral, who is the owner of 3 Cottahs

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bastu land, together with 100 Sq.ft. RTS structure standing thereon, lying at situated at lying and situate at Mouza - Chakdaha, J.L. No. 44, Pargana - Magura, Touzi No-351, comprised in Dag No. 633, under Khatian No. 22, within P.S. - Regent Park, Sub-Registry office at Alipore, within Calcutta Municipal Corporation, under Ward No. 114, in the District of South 24 Parganas within the local limits of Kolkata Municipal Corporation, under Ward No. 114, Borough-XI, being Premises No. 732, Purba Putiary, Dakshin Para, Kolkata - 700093, Assessee No. 311141807321, in the District of South 24 Parganas as morefully and particularly mentioned and described in the Schedule -"A" hereinafter called and referred to as the "Said Property".

AND WHEREAS the Developer/Second Party decided to raise a new **G+III storied** residential building along with other modern amenities and facilities into and upon her said plot of land after demolishing the old existing structures by obtaining Sanction Building Plan from the K.M.C.

AND WHEREAS the Owner /Developer being desirous of construction of **G+III storied Building** into and upon her proposed plot comprising total area of land measuring more or less 3 Cottahs bastu land, together with 100 Sq.ft. RTS structure standing thereon,

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lying at situated at lying and situate at Mouza - Chakdaha, J.L. No. 44, Pargana - Magura, Touzi No. 351, comprised in Dag No. 633, under Khatian No. 22, within P.S. - Regent Park, Sub-Registry office at Alipore, within Calcutta Municipal Corporation, under Ward No. 114, in the District of South 24 Parganas within the local limits of Kolkata Municipal Corporation, under Ward No. 114, Borough-XI, being Premises No. 732, Purba Putiary, Dakshin Para, Kolkata - 700093, Assessee No. 311141807321, in the District of South 24 Parganas as more particularly described in the Schedule below, decided for construction of the **G+III storied Building** into and upon the said proposed plot of homestead land of the owner and the said Developer jointly agreed to undertake development and construction of new **G+III storied Building** into and upon the said premises after demolishing the existing structures at the cost and expenses of Developer by obtaining sanctioned Building Plan from the K.M.C. and to implement such project peacefully, the owner and the Developer have already discussed the matter with respect of their respective benefits and interest for construction of a **G+III storied Building** thereon as per sanction Building Plan of the K.M.C. to be sanctioned and to proceed with several acts and deeds and to execute and perform the said scheme fruitfully, observing all formalities as per

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existing rules and law of K.M.C. and the Government and after execution of this Development Agreement the Owner has agreed to execute a register a Development Power of Attorney unto and in favour of the aforesaid **SRI SANJOY HALDER**, (PAN - ADRPH2243L), son of Late Gopal Halder, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Purba Putiary, Natunpally (Rubbertala), P.O. - Purba Putiary, P.S. – Regent Park, Kolkata – 700093, as Attorney with several power and authority as to be set forth therein including sale power in respect of Developer's share of Allocation and to avoid any future litigation, misunderstanding and dispute in between the parties along with his respective legal heirs, successors and legal representatives in future, the parties hereto have agreed and entered into this Development Agreement on the terms and conditions hereunder written.

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

1.0. **ARTICLE – I (DEFINATION).**

- 1.1. Owner and the Developer shall include his respective transferees and nominees.

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- 1.2. The land to be developed shall mean ALL THAT piece and parcel of homestead land measuring more or less 3 Cottahs bastu land, together with 100 Sq.ft. RTS structure standing thereon, lying at situated at lying and situate at Mouza - Chakdaha, J.L. No. 44, Pargana - Magura, Touzi No. 351, comprised in Dag No. 633, under Khatian No. 22, within P.S. - Regent Park, Sub-Registry office at Alipore, within Calcutta Municipal Corporation, under Ward No. 114, in the District of South 24 Parganas within the local limits of Kolkata Municipal Corporation, under Ward No. 114, Borough-XI, being Premises No. 732, Purba Putiary, Dakshin Para, Kolkata - 700093, Assessee No. 311141807321, in the District of South 24 Parganas as morefully and particularly mentioned and described in the Schedule -"A" and Schedule -"B" hereunder written and for the sake of brevity hereinafter called and referred to as the "Said Property".
- 1.3. OWNER shall mean SMT. JHUMA BORAL, (PAN-AMPPB6422N), wife of Sri Amit Kumar Boral, by faith - Hindu, by Nationality - Indian, by occupation - Housewife, residing at 1304, Dakshin Para, Natun Pally, P.O. - Purba Putiary, P.S. - Regent

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Park, Kolkata - 700093, District - South 24 Parganas, and include her respect heirs, representatives, administrators and assigns.

- 1.4. **THE DEVELOPER** shall mean and include **SRI SANJOY HALDER**, (PAN - ADRPH2243L), son of Late Gopal Halder, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Purba Putiary, Natunpally (Rubbertala), P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, and include its successor-in-office, representatives, administrators and assigns.
- 1.5. **NEW BUILDING** shall mean and include **G+III storied residential Building** to be constructed into and upon the "Said Property", in accordance with the Building Plan to be sanctioned by the K.M.C.
- 1.6. **COMMON FACILITIES AND AMENITIES** shall include corridors, roof, drainage and sewerage line and connection, all plumbing installation, meter pump, care-taker room, if any, stair-ways, stair-landings, electrical wirings and installations etc., and all other common amenities and facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management

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of the Building and/or the common facilities or any of them thereon as the case may be. The roof and the terraces of the Building shall be enjoyed jointly and undividedly by the Land Owner along with other Flat Owners / Purchasers and the Developer and its nominee or nominees and shall such common areas to be included as salable area in respect of Flat or Flats, space or spaces including open car parking spaces in the proposed new **G+III storied residential Building** at the said premises.

1.7. OWNER'S ALLOCATION shall mean:- The Owner shall entitled to get her allocated portion as per sanctioned Building Plan i.e.

- (1) One Flat, on the First Floor, Front Side, East side, measuring super built up area more or less 641 Sq.ft. (2BHK).
- (2) One Flat, on the Second Floor, West side (Back side), measuring super built up area more or less 634 Sq.ft. (2BHK).
- (3) One Flat, on the Third Floor (Top Floor), Back side, West side, measuring super built up area more or less 634 Sq.ft. (2BHK).
- (4) One Garage, on the Ground Floor, Back side measuring super built up area more or less 100 Sq.ft. together with undivided proportionate share in the land.

AND

The Developer pay a sum of Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand) only to the Vendor/Owner in respect of receive/forfeit money.

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Sanjay Chatterjee

- 1.8. **DEVELOPERS' ALLOCATION** shall mean save and except the Owner's Allocation mentioned above in the proposed new Building. the remaining saleable space of the sanctioned F.A.R. of the K.M.C. in the proposed new **G+III storied residential Building** consisting of several flat or flats, unit or units, shop rooms and open car parking spaces, to be constructed by the Developer into and upon the land of the Owner lying at situated at Mouza - Chakdaha, J.L. No. 44, Pargana - Magura, Touzi No. 351, comprised in Dag No. 633, under Khatian No. 22, within P.S. - Regent Park, Sub-Registry office at Alipore, within Calcutta Municipal Corporation, under Ward No. 114, in the District of South 24 Parganas within the local limits of Kolkata Municipal Corporation, under Ward No. 114, Borough-XI, being Premises No. 732, Purba Putiary, Dakshin Para, Kolkata - 700093, Assessee No. 311141807321, in the District of South 24 Parganas as particularly described in the schedule - "A" below, as per Building Plan to be sanctioned by the Kolkata Municipal Corporation together with undivided impartible proportionate share or interest in the land at the said premises with all common facilities and amenities, benefits and privileges in the common parts and services area along with other flat owners/occupiers at the said

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premises, as more fully and particularly described in the schedule "D" hereunder written.

1.9. Architect shall mean any qualified person who will act as an Architect of the said Building for designing the planning of the New **G+III storied residential Building** at the said premises.

1.10. Transferee(s) shall mean a person or persons firm or association of persons to whom any space in the building have been transferred.

2.0. **ARTICLE – II TITLE AND INDEMNITIES**

2.1. The Owner hereby declares that the Owner has marketable title in the said premises. Any other appropriate authority or authorities concerned and the owner has good right and title to enter into this Agreement with the Developer and the Owner hereby declares that the said property is free from all encumbrances, liens, charges, mortgage whatsoever.

2.2. The Owner hereby also undertake that the Developer shall be entitled to construct and complete New **G+III storied residential Building** into and upon the owner has good right and title to enter into this Agreement with the Developer and the Owner hereby

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Sanjay Kumar

declares that the said property is free from all encumbrances, liens, charges, mortgage whatsoever.

2.3. The Owner hereby also undertake that the Developer shall be entitled to construct and complete the New **G+III storied residential Building** into and upon the said premises as per sanctioned Building Plan of the K.M.C. and the Developer shall enjoy Developer Allocation therein without any interruption or interference from the Owner or any person or persons lawfully claiming through or under the Owner as long as the Developer fulfill its part of these presents and Owner undertake to indemnify and keep the Developes indemnified against all loss and damages and costs, charges and expenses incurred as a result of any breach of contract and understanding or if the said property is found defective in title or otherwise in the nature that the same is alienated, charged, litigated whatsoever vice versa. The Developer shall come search of title.

2.4. The Developer undertake to construct the **G+III storied residential Building** at the said premises in accordance with sanctioned Building Plan of the K.M.C. which is vet to be sanctioned in the

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name of others and undertake to pay any or all damages, penalties and/or compounding fees payable to the authority or authorities concerned relating to any deviation without making the Owner in any way liable for that. The Owner hereby promise and undertake that for the purpose of Development of the said premises, construction of New **G+III storied residential Building**, as per availability of the sanctioned building Plan of the K.M.C, by demolishing the existing structures at the said premises, the Owner shall very soon execute and register Development Power of Attorney unto and in favour of the Developer namely **SRI SANJOY HALDER**, (PAN - ADRPH2243L), son of Late Gopal Halder, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Purba Putiary, Natunpally (Rubbertala), P.O. - Purba Putiary, P.S. - Regent Park, Kolkata - 700093, with power and authority including the power to sell and/or transfer the Developer's share of allocation to any intending person or persons, purchaser or purchasers as may be nominated by the Developer at its absolute discretion.

- 2.5. Developer shall get act as on independent contractor in constructing the New **G+III storied residential Building** as aforesaid after

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demolishing the existing structures and undertake to keep the Owner indemnified from and against all third party claims or compensation and loss, damages or actions arising out of any or omission of the Developer or any accident in or relating to the construction of the Building. The demolition of the existing structures shall be made by the Developer at his own costs and the debris i.e. broken Building materials thereof including wooden fittings etc. shall be treated as the property of the Developer.

- 2.6. The Owner is in physical possession of the said premises free from all or any manner of lispendens, charges, liens, attachments, charges, encumbrances claim or mortgages whatsoever and the Developer shall engage Civil Engineer or architect for preparation of Building Plan his own choice and shall obtain Building Sanction Plan from the K.M.C. at their entire costs and expenses in the name of the Developer and the Owner hereby agree and undertake that he shall vacate and handover the peaceful khas possession of the said premises now under his occupation to the Developer within 15 days from the date of producing the sanction building plan for the understanding and the appreciation of the building plan. After the

Sanjay Kumar

building plan has been obtained by the Developer and shown to the owner, the parties may enter into supplementary agreement in which the details of the built up area allocation to the owner and the requirements of the owner and regarding the construction of the exterior or interior of the Owner's Allotted area shall be clearly subject to shifting and separate accommodation is arranged by the Developer within the vicinity.

3.0. **ARTICLE – III EXPLOITATION RIGHTS.**

- 3.1. Immediately after the execution of this Agreement, the Developer shall be entitled to deal with the said land on the terms and conditions herein contained and also in accordance with the powers and authorities to be conferred to the Developer herein by the Owner for the purpose of development and construction of the Building contemplated in these presents with power to enter into an Agreement for Sale, lease or let out the various portions of the Developer's Allocation with any intending person or persons purchaser/purchasers and to receive earnest money and/or any part payment and entire sale proceeds in respect thereof and to give effect of the same the Owner has also agreed to execute and

Sanjay Kumar Singh

register a Development Power of Attorney on the even date or at a very early date unto and in favour of the Developer.

4.0. ARTICLE – VI – BUILDING.

- 4.1. The Developer shall have exclusive right at his own costs to construct the said New **G+III storied residential Building** in the said premises in accordance with the sanctioned plan of the K.M.C. to be sanctioned without any hindrance or obstruction from the Owner or any person claiming through them as long as the Developer fulfills the terms and conditions of these presents. The Building Plan shall be submitted to the K.M.C. authority for necessary sanction to be approved by the Developer.
- 4.2. The Developer shall install and provide in the Building at its own costs, underground water Reservoir, overhead water tank, electric wirings and installations and all other facilities and amenities as normally contained in multi-storied Building in the area, to make the same totally and absolutely habitable.
- 4.3. The Developer hereby undertake to construct the Building diligently and expeditiously and handover the Owner's Allocation to the

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Sanjay Halder

Owner within 24(Twenty Four) months from the sanction Building Plan.

5.0. ARTICLE - V - OWNER REPRESENTATION & OBLIGATIONS.

- 5.1. That the said property is not affected by any provisions of Urban Land (Ceiling and Regulations Act., 1976) and free from all encumbrances, liens, lispendens, mortgage, litigations or attachments whatsoever.
- 5.2. The Owner declare that he has good right, full power, absolute authority and indefeasible title to the said property and every right and liberty to enter into these presents with the Developer.
- 5.3. The Owner do hereby grant exclusive license and permission and exclusive authority to the Developer to construct the said proposed New **G+III storied residential Building** at the said premises as per sanction Building Plan and specification of the K.M.C. and to that effect the Owner and her respective legal heirs, successors, administrators and/or legal representatives shall have no objection nor shall make any obstruction or other hindrance to the Developer

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Reported

in any manner whatsoever so far the terms and conditions of the Agreement are followed and the proposed building is constructed as per sanction plan as aforesaid.

- 5.4. That the Owner has granted exclusive right, power and authority to the Developer to construct the proposed New **G+III storied residential Building** at the said premises as per sanction Building Plan and specification to be sanctioned by K.M.C. in pursuance of this Development Agreement and also by the strength of the said registered Development Power of Attorney to be registered necessary power and authority to the Developer or development and construction of **G+III storied residential Building** into and upon the said property and to sell, convey and transfer of the Developer's share of Allocation unto and in favour of any intending purchaser or purchasers as shall be nominated by the Developer.

6.0. ARTICLE – VI – MISCELLANEOUS.

- 6.1. The rates and taxes and all other impositions of the K.M.C. or any other authority concerned upto delivery of possession of the said premises to the Developer, shall be borne by the Owner/First Party and from the date of taking possession of the said premises till the

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delivery of Owner's Allocation the Developer shall pay the Municipal taxes and all other rates, levies and impositions of the K.M.C. or any other authority or authorities concerned and the owner shall continue to pay the Municipal rates and taxes from the date of taking possession of Owner's Allocation in the New Building at the said premises.

- 6.2. It is understood that from time to time to enable the construction of the proposed new **G+III storied residential Building** as per sanction of Building Plan by the K.M.C. by the Developer various act, deeds and things not herein specifically referred to may require to be done by the Developer for which the Developer may require the authority of the Owner and various application and other documents may be required legally to be signed or made by the Owner. Provided that, such authority as aforesaid shall be specific and unambiguous in-nature and not general and prior speaking consent shall be needed to be taken from the Owner in this respect.
- 6.3. The Owner undertake not transfer, mortgage, charge the said property nor shall he let out or lease in any way or encumber the said land in any manner whatsoever during the subsistence of the

Sanjay Holder

Agreement but the Developer shall have the right and liberty to mortgage and/or create charge in respect of Developer's Allocation before any Nationalized Bank or private Bank but in such cases the Owner shall not be financially liable or responsible.

- 6.4. That the Owner shall not be liable for any bad workmanship of the proposed New **G+III storied residential Building** at the said premises and shall also not be liable and responsible for any monetary transaction with the Nominee or Nominees of the Developer at any point of time whatsoever.
- 6.5. In case of breach of any of the provisions herein, the party in breach of contract shall be liable to pay such damages as shall be determined by the Tribunal, but no party shall be entitled to terminate, cancel and/or rescind this Agreement without the consent of the other party in writing and circumstances whatsoever.
- 6.6. The Developer shall be entitled to receive the advance and Booking Money and the entire sale price or consideration from such intending purchaser or purchasers against proper and valid receipt at the own risk and liability of the Developer and the Owner, if necessary, will execute necessary conveyances for such sale and/

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Sanjay Holder

or dispose of any such flat or flats, unit or units of the Developer's Allocation through their Attorney (Developer).

- 6.7. That the Developer hereby agreed to and indemnifies the Owner against all claims or demands for any damages and/or penalties arising out by way of negligence, bad-workmanship, default and non-compliance of any rules and regulations of the K.M.C. or any other authority concerned.
- 6.8. That the Owner is always to sign and execute necessary papers, petitions, applications, forms and all other necessary documents as are reasonably required as and when called upon by the Developer with regard to such Development works of the said premises, for preparation of Building Plan and for obtaining sanction from the K.M.C. authority in view of construction of the proposed New **G+III storied residential Building** and for all other essential arrangement of supply of amenities of water and electricity by taking all steps before the K.M.C. and C.E.S.C. Ltd. or any other appropriate authority or authorities concerned.
- 6.9. That the Owner will co-operate with the Developer in all respect towards implementation of the said project for development and

Sanjay Halder

construction of New **G+III storied residential Building** at the said premises.

- 6.10. That the Developer and the Owner will strictly follow and observe the terms and conditions of the Agreement as well as all rules, bye-laws of the K.M.C. authority or the state of West Bengal that may be imposed hereafter.
- 6.11. If common and/or completion of the Building is delayed, i.e. not completed within **24(Twenty Four) months** from the date of handover the position of the said flats and shop room, the Developer shall furnish cause of such delay to the Owner and both the Owner and the Developer on discuss can extend time for another 6(six) months for construction and completion of the proposed New flats and shop room, in the **G+III storied residential Building** and thereby within such extended period the possession of Owner's Allocation is to be demarcated and/or handed over by the Developer to the Owner.
- 6.12. All applications, plans, revised plan and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be

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prepared and submitted by the Developer on behalf of the Owner and at the Developer's cost and expenses and the Developer shall bear all fees including fees of the Architect / Engineers / L.B.S. and charges and expenses required to be paid or deposited for the purpose of sanction/development of the said premises.

- 6.13. That the Owner shall have no financial liability in the matter of mortgage of any portion of the Building in respect of Developer's share of allocation only.
- 6.14. That the Developer at all material times hereafter, after starting construction of the New **G+III storied residential Building** or even before commencement of construction works of the new Building can take Booking money and/or advance and/or earnest money from the intending purchaser or purchasers in respect of the proposed sale of any unit or units of the Developer's share of Allocation at its own discretion and risk. The Owner shall not be liable for any contingency arising there from.
- 6.15. All disputes between the parties relating to this Agreement or its interpretation or any other connected/related matters which are not set forth in this Development Agreement shall be decided mutually.

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Sanjay Halder

failing which the matter shall mutually be referred to the Arbitration before a sole Arbitrator, a competent, independent, and unbiased person as mutually agreed by and between the parties. In case no agreement can be reached in selecting such a suitable person, the parties are free to approach the Hon'ble Chief Justice, High Court, Calcutta to appoint a sole Arbitrator, whose decisions shall be final and accepted by both the parties. In this matter, the parties are to be governed by the Arbitration & Conciliation Act, 1996.

7.0. **ARTICLE – VII – FORCE MAJEURE**

7.1. The parties hereto shall be liable for any extension of time for completion on discussion hereunder to the extent of the performance of the relative obligations prevented by the existence of the force Majeure and shall be suspended from the obligation during the duration of force majeure.

7.2. Force Majeure shall mean flood, earth-quake, riot, war, storm, tempest, Cyclone, Civil commotion, strike and/or any other act or commission beyond the reasonable control of the parties, for which the construction & completion of the New **G+III storied residential Building** may be delayed and in such situation the

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period of construction and completion of the proposed **G+III storied residential Building** shall be extended on mutual discussion in between the parties.

- 7.3. That the Flat Owner and occupiers shall only have the right to use the top roof of the Building for common purpose.
- 7.4. The Owner hereto as well as the other flat Owner/Occupiers shall have the right to use electricity by installation or respective separate meter from the existing main meter.
- 7.5. For the purpose of smooth implementation of the said project at the said premises the Developer has the right, authority and liberty to engage any other Builder, Contractor, Sub-Contractor or Developer of these choice to which the Owner has shall have no objection in any manner whatsoever.
- 7.6. That the fruitful implementation of this project the Owner herein along with his legal heirs and successors and legal representatives shall cordially co-operate with Developer, provided that the entire costs of this Project shall be borne by the Developer.

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SCHEDULE "A" ABOVE REFERRED TO

(Entire Land)

ALL THAT piece and parcel of bastu land measuring 3 Cottahs bastu land, together with 100 Sq.ft. RTS structure standing thereon, lying at situated at lying and situate at Mouza - Chakdaha, J.L. No. 44, Pargana - Magura, Touzi No. 351, comprised in Dag No. 633, under Khatian No. 22, within P.S. - Regent Park, Sub-Registry office at Alipore, within Calcutta Municipal Corporation, under Ward No. 114, in the District of South 24 Parganas within the local limits of Kolkata Municipal Corporation, under Ward No. 114, Borough-XI, being Premises No. 732, Purba Putiary, Dakshin Para, Kolkata - 700093, Assessee No. 311141807321, District Sub-Registry Office at Alipore and Additional District Sub-Registry Office at Alipore, in the District of South 24 Parganas which is butted and bounded as follows:-

- ON THE NORTH** : Land of Shankar Krishna Kundu. ✓
- ON THE SOUTH** : Part of Dag No. 633. ✓
- ON THE EAST** : 40'-0" ft. wide K.M.C. Road.
- ON THE WEST** : Part of Dag No. 633. ✓

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Sanjay Halder

SCHEDULE "B" ABOVE REFERRED TO

(i.e. Owner's Allocation)

OWNER'S ALLOCATION shall mean:- The Owner shall entitled to get her allocated portion as per sanctioned Building Plan i.e.

- (1) One Flat, on the First Floor, Front Side, East side, measuring super built up area more or less 641 Sq.ft. (2BHK).
- (2) One Flat, on the Second Floor, West side (Back side), measuring super built up area more or less 634 Sq.ft. (2BHK).
- (3) One Flat, on the Third Floor (Top Floor), Back side, West side, measuring super built up area more or less 634 Sq.ft. (2BHK).
- (4) One Garage, on the Ground Floor, Back side measuring super built up area more or less 100 Sq.ft. together with undivided proportionate share in the land.

AND

The Developer pay a sum of Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand) only to the Vendor/Owner in respect of receive/forfeit money.

SCHEDULE - "C" ABOVE REFERRED TO

(i.e. Developers' Allocation)

DEVELOPER shall get save and except the Owner's Allocation in the proposed new Building, the remaining saleable space of the

-:: (29) ::-

Sanjay Halder

sanctioned F.A.R. of the K.M.C. in the proposed new **G+III storied residential Building** together with an undivided proportionate share of land and common facilities in the proposed new **G+III storied residential Building** consisting of several flat or flats, unit or units, shop rooms and open car parking spaces, to be constructed by the Developer into and upon the land of the Developer lying and situated at Mouza - Chakdaha, J.L. No. 44, Pargana - Magura, Touzi No. 351, comprised in Dag No. 633, under Khatian No. 22, within P.S. - Regent Park, Sub-Registry office at Alipore, within Calcutta Municipal Corporation, under Ward No. 114, in the District of South 24 Parganas within the local limits of Kolkata Municipal Corporation, under Ward No. 114, Borough-XI, being Premises No. 732, Purba Putiary, Dakshin Para, Kolkata - 700093, Assessee No. 311141807321, in the District of South 24 Parganas as particularly described in the schedule - "A" below, as per Building Plan to be sanctioned by the Kolkata Municipal Corporation together with undivided impartible proportionate share or interest in the land at the said premises with all common facilities and amenities, benefits and privileges in the common parts and services area along with other flat owners/occupiers at the said premises, as more fully and particularly described in the schedule - "D" hereunder written.

-:: (30) ::-

Sanjay Halder

SCHEDULE - "D"

(SPECIFICATION OF CONSTRUCTIONAL WORK)

1. **STRUCTURE AND FOUNDATION**: The building designed as on R.C.C. footing and frame.
2. **WALLS**: All the external walls shall be 8" thick brick wall with cement plaster. The partition walls shall be 5" and / or 3" thick.
3. **FLOORING** : All that floors will be marble floors. All the toilet shall have 6' ft. high from floor, with skirting and glazed tiles on all sides and flooring of toilets with marble, kitchen shall have 2 1/2 ft. (two and half) high glazed tiles of the side on Gas Table and Black Stone top slab and also a Black Stone sink.
4. **INTERNAL FINISH TO WALLS**: All internal walls and ceiling shall be finished with cement and plaster of paris of flat areas.
5. **EXTERNAL COLOUR WASHING**: All external outside walls will be painted with two coats of weathercoat of standard quality. The walls of the staircase and stair room shall be finished with Plaster of Paris and two coat primer.
6. **DOORS AND WINDOWS**: Main door shall be of Hot pasting Fenal bounded flush door and all other doors shall be commercial ply flush

-:: (31) ::-

Sanjay Halder.

door, PVC Door in Toilet, windows will be alluminum windows with glass fittings. All doors and windows will be painted one coat primer.


7. **SANITARY**: Quality Sanitary materials will be provided.
8. **ELECTRIFICATION**: All the internal wiring shall be concealed in polythene conduit all wires shall be of Havels, all switch board of M.S. Flush with walls acrylic cover and all switches of standard brand, each bed room shall be provided with 3 Nos. light point, 1 No. fan point, 1 No. plug, each Drawing and Dining spaces shall be provided with 2 Nos. light point, 1 No. fan point and 1 No. plug point, each kitchen shall be provided with 2 Nos. light, 1 No. exhaust fan point, 1 No. plug point, each Toilet shall be provided with 1 No. light point. All the above should be completed including fittings (without bulbs or tubes) with standard materials.
9. **WATER SUPPLY**: Each flat will be provided supply line from overhead water tank shall filled up by water pump from semi-underground water pump from the semi-underground water reservoir for all flat stored water will be supplied from the Corporation Water Supply only. Water tank will be made as per Sanction Plan.

-:: (32) ::-

Sanjay Halder


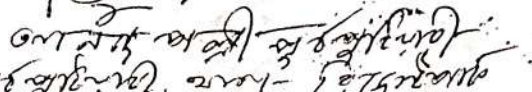
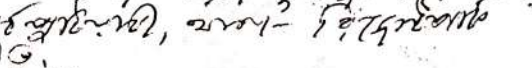

IN WITNESS WHEREOF the OWNER and DEVELOPER herein have put their respective seal and signature on this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY
In presence of
WITNESSES:

1.  (Amit K. Boral)
s/o Shri Dilip K. Boral
Newn Pally, Dakshin Para
PO - Purbo Pally, Kol-93
PS - Regent Park.

Thuma Boral


**SIGNATURE OF THE OWNER/
FIRST PARTY**

2. 
B/159. 
10/11- 
10/11- 
Drafted by me,

Harekrishna Mondal
HAREKRISHNA MONDAL

Advocate
Alipore Police Court
Kolkata - 700 027.

Enrollment No. 1928/1700/2011.

Computer Print by

BISWAJIT KARMAKAR
Alipore Police Court
Kolkata - 700 027.

Sanjay Halder
**SIGNATURE OF THE DEVELOPER/
SECOND PARTY**

Sanyas Halder.

RECEIVED a sum of Rs. 5,50,000/- (Rupees Five Lakh Fifty sand) only from the Developer in the following manner:-

Rupees Five Lakh Fifty Thousand only.

1. AmBor (Amit K. Borat)
s/o Shri Dileep Mr. Borat
Narain Pally, Deckshin Poru
PC - Purbo Puriary, Kol-93.
PS - Regent Park.

**SIGNATURE OF THE OWNER/
FIRST PARTY**

B/159. ১৫৯ নম্বর - মুর্শিদাবাদ
 ১৫৯ - ২৬,

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

Name

Signature



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

Name JHUMA BORAL

Signature Jhuma Boral



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

Name SANJOY HALDER

Signature Sanjoy Halder

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

Name

Signature

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

19-201920-009352958-1

BRN Date: 14/11/2019 15:36:36

BRN: IK0AHWWYA1

Payment Mode

Online Payment

Bank:

State Bank of India

BRN Date: 14/11/2019 15:37:31

DEPOSITOR'S DETAILS

Name:

SANJOY HALDER

Contact No.:

Id No.: 16011000219847/6/2019

[Query No./Query Year]

E-mail:

Mobile No.: +91 9681399937

Address:

PURBA PUTIARY NATUNPALLY PIN-700093

Applicant Name:

Mr. Harekrishna Mondal

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	16011000219847/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	16011000219847/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	5553

Total

7574

In Words:

Rupees Seven Thousand Five Hundred Seventy Four only

Major Information of the Deed

Deed No :	I-1601-03366/2019	Date of Registration	15/11/2019
Query No / Year	1601-1000219847/2019	Office where deed is registered	
Query Date	18/10/2019 11:32:19 AM	D.S.R. - I SOUTH 24-PARGANAS, District: 24-Parganas	
Applicant Name, Address & Other Details	Harekrishna Mondal Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL. - 700027, Mobile No. : 9681399937, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,50,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 39,90,000/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 5,553/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(U area)		

Land Details :

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Purbu Putiary Dakshin Para, , Premises No: 732, , Ward No: 114 Pin Code : 700093



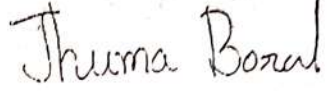


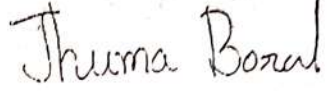


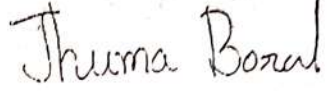
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	3 Katha	1/-	39,60,000/-	Width of Approa Road: 40 Ft.,
Grand Total :				4.95Dec	1 /-	39,60,000 /-	

Structure Details :

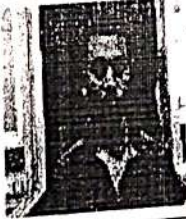

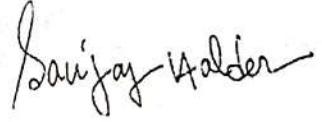
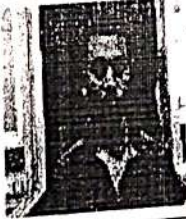

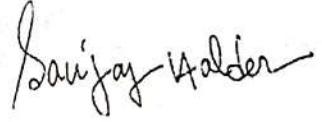
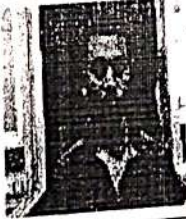

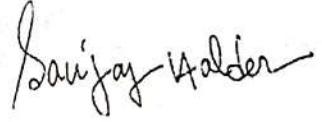
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tile Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	30,000 /-	

19/11/2019 Query No:-16011000219847 / 2019 Deed No : I - 160103366 / 2019, Document is digitally signed.



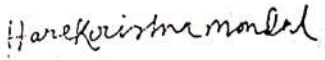
and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Smt Jhuma Boral Wife of Mr Amit Kumar Boral Executed by: Self, Date of Execution: 15/11/2019 , Admitted by: Self, Date of Admission: 15/11/2019 ,Place : Office </td><td>  15/11/2019 </td><td>  LTI 15/11/2019 </td><td>  15/11/2019 </td></tr> </tbody> </table> <p>1304, Dakshin Para, Natun Pally, P.O:- Purba Putiary, P.S:- Regent Park, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN -700093 Sex: Female, By Caste: Hindu, Occupation: Housewife, Citizen of: India, PAN No.:: AMPPB6422N, Aadhaar No: 90xxxxxxxxx5507, Status :Individual Executed by: Self, Date of Execution: 15/11/2019 , Admitted by: Self, Date of Admission: 15/11/2019 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Smt Jhuma Boral Wife of Mr Amit Kumar Boral Executed by: Self, Date of Execution: 15/11/2019 , Admitted by: Self, Date of Admission: 15/11/2019 ,Place : Office	 15/11/2019	 LTI 15/11/2019	 15/11/2019
Name	Photo	Finger Print	Signature						
Smt Jhuma Boral Wife of Mr Amit Kumar Boral Executed by: Self, Date of Execution: 15/11/2019 , Admitted by: Self, Date of Admission: 15/11/2019 ,Place : Office	 15/11/2019	 LTI 15/11/2019	 15/11/2019						

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Mr Sanjoy Halder (Presentant) Son of Late Gopal Halder Executed by: Self, Date of Execution: 15/11/2019 , Admitted by: Self, Date of Admission: 15/11/2019 ,Place : Office </td><td>  15/11/2019 </td><td>  LTI 15/11/2019 </td><td>  15/11/2019 </td></tr> </tbody> </table> <p>Son of Late Gopal Halder Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, No.:: ADRPH2243L, Aadhaar No: 22xxxxxxxxx7428, Status :Individual, Executed by: Self, Date of Execution: 15/11/2019 , Admitted by: Self, Date of Admission: 15/11/2019 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Mr Sanjoy Halder (Presentant) Son of Late Gopal Halder Executed by: Self, Date of Execution: 15/11/2019 , Admitted by: Self, Date of Admission: 15/11/2019 ,Place : Office	 15/11/2019	 LTI 15/11/2019	 15/11/2019
Name	Photo	Finger Print	Signature						
Mr Sanjoy Halder (Presentant) Son of Late Gopal Halder Executed by: Self, Date of Execution: 15/11/2019 , Admitted by: Self, Date of Admission: 15/11/2019 ,Place : Office	 15/11/2019	 LTI 15/11/2019	 15/11/2019						

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Harekrishna Mondal Son of Late Amulya Charan Mondal Alipore Police Cour, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	 15/11/2019	 15/11/2019	 15/11/2019

Identifier Of Smt Jhuma Boral, Mr Sanjoy Halder

19/11/2019 Query No:-16011000219847 / 2019 Deed No :I - 160103366 / 2019, Document is digitally signed.

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt Jhuma Boral	Mr Sanjoy Halder-4.95 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt Jhuma Boral	Mr Sanjoy Halder-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160103366 / 2019

On 18-10-2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 39,90,000/-

Maitreyee Ghosh

Maitreyee Ghosh
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24
PARGANAS
South 24-Parganas, West Bengal

On 15-11-2019

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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:24 hrs on 15-11-2019, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr Sanjoy Halder, Claimant.

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

Execution is admitted on 15/11/2019 by 1. Smt Jhuma Boral, Wife of Mr Amit Kumar Boral, 1304, Dakshin Para, I Pally, P.O: Purba Putiary, Thana: Regent Park, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by Profession House wife, 2. Mr Sanjoy Halder, Son of Late Gopal Halder, Purba Putiary, Natunpally, Rubbertala, P.O: Purbaputiary, Thana: Regent Park, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by Profession Business

Indetified by Mr Harekrishna Mondal, . . Son of Late Amulya Charan Mondal, Alipore Police Cour, P.O: Alipore, Th Alipore, , City/Town: KOLKATA, 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 5,553/- (B = Rs 5,500/- ,E = Rs 21/- ,H = 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,553/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal
Online on 14/11/2019 3:37PM with Govt. Ref. No: 192019200093529581 on 14-11-2019, Amount Rs: 5,553/-, E = Rs 21/-, H = Rs 28/-
State Bank of India (SBIN00000001), Ref. No. IK0AHWVYA1 on 14-11-2019, Head of Account 0030-03-104-001-

19/11/2019 Query No:-16011000219847 / 2019 Deed No :I - 160103366 / 2019, Document is digitally signed.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs by online = Rs 2,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 11017, Amount: Rs 5,000/-, Date of Purchase: 14/11/2019, Vendor name Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal

Online on 14/11/2019 3:37PM with Govt. Ref. No: 192019200093529581 on 14-11-2019, Amount Rs: 2,021/-, State Bank of India (SBIN0000001), Ref. No. IK0AHWVYA1 on 14-11-2019, Head of Account 0030-02-103-003

Maitreyee Ghosh

Maitreyee Ghosh

DISTRICT SUB-REGISTRAR

**OFFICE OF THE D.S.R. - I SOUTH :
PARGANAS**

South 24-Parganas, West Bengal

19/11/2019 Query No:-16011000219847 / 2019 Deed No : I - 160103366 / 2019, Document is digitally signed.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2019, Page from 165695 to 165741
being No 160103366 for the year 2019.



Digitally signed by MAITREYEE GHOSH
Date: 2019.11.19 12:26:47 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 19-Nov-19 12:24:03 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

19/11/2019 Query No.-16011000219847 / 2019 Deed No :I - 160103366 / 2019, Document is digitally signed.