

3537/24

I-3440/24



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

L 150249

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

Additional District Sub-Registrar
District Court, 24/4/2024

03 APR 2024

DEVELOPMENT AGREEMENT OR CONSTRUCTION AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this
3rd day of April Two Thousand and Twenty Four (2024)

BETWEEN

Additional District Sub-Registrar
District Court, 24/4/2024
03 APR 2024

Handwritten notes: 2-808880/24 and 3/4

ক্রমিক নং 3682 তারিখ 28-03-24

মূল্য : 5000/-

শ্রেণী : S.G. Developer

ঠিকানা : 218, Gorakshabari Road, P.O. - Dum Dum, P.S. - Dum Dum.

ভেদাধার : Ranjita Pal of present Nager Bazar, Kolkata-700028

লাইসেন্স নং
কালিপুর দফতর
প ভেদাধার
স. আর. অফিস

ভেদাধারের নাম - রঞ্জিতা পাল

ভেদাধারের নাম :- ব্যারাক

টি ডি নং : 2-7 MAR 2024

স্ট্যাম্প খরচের তারিখ

এ টি.ডি. নং মোট কত টাকার

স্ট্যাম্প খরচ করা হইয়াছে। 150000

স্বাক্ষরিত ও সীলিত হইয়া থাকিবে
এই স্ট্যাম্প প্রদানের পরে
এই স্ট্যাম্পের মূল্য হইবে
অস্বীকার্য হইবে

স্বাক্ষরিত ও সীলিত হইয়া থাকিবে
এই স্ট্যাম্প প্রদানের পরে
এই স্ট্যাম্পের মূল্য হইবে
অস্বীকার্য হইবে

03 APR 2024



Asst. District Sub-Registrar
Coosipore, Dum Dum

03 APR 2024

OM VENTURE AND DEVELOPER a proprietorship firm having its office at Holding Premises No 73,73, Aswini Dutta Road, P.O. Dum Dum, P.S. Dum Dum, at present Nager Bazar, Kolkata -700028, Ward No 26, District North 24 Parganas, State- West Bengal. The firm being represented by its proprietor namely:-**SMT POMPY PAUL [PAN DAOPP2764P] [AADHAAR 6434 6378 0831]**, wife of Sri Samarendra Paul, by faith Hindu, by Nationality Indian, by occupation - Business, residing at "Bhairab Bhavan", Ground Floor, Flat No -G1, 65, Baguiati 3rd lane, P.O. Dum Dum, P.S. Dum Dum, at present Nager Bazar, Kolkata - 700028, District North 24 Parganas, State- West Bengal, hereinafter called and referred to as the "**LAND OWNER**" (Which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, executors administrators, representatives and assigns) of the **FIRST PART**.

AND

S G DEVELOPER [PAN AEUFS1553A], a partnership firm having its principal place of business at 218, Gorakshabasi Road, P.S. Dum Dum, at present Nager Bazar, P.O. Dum Dum, Kolkata -700028, District North 24 Parganas, West Bengal, represented by its existing two partners namely **1.SMT MOUMITA DAS [PAN ATTPD7715M] [AADHAAR 5050 0818 6256]**, wife of Sri Sanjay Das, by faith Hindu, by Nationality- Indian, by occupation Business, residing at 7/27, Gorakshabasi Road, P.S. Dum Dum, at present Nager Bazar, P.O. Dum Dum, Kolkata -700028, District North 24 Parganas, West Bengal, **2.SRI BAIDYANATH NANDI[PAN AOLPN8121N] [AADHAAR 3638 2366 3772]** , son of Late Manindra Chandra Nandi , by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 11/57, Nagendra Nath Road, P.S. Dum Dum, at present Nager Bazar, P.O. Dum Dum, Kolkata -700028, District North 24 Parganas, West Bengal, herein after for the sake of brevity referred to and/or called as the "**DEVELOPER/ PROMOTER**" [Which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include all its Partners, successors in office, executors and assigns] of the **OTHER PART**.

The partner No 1 **SMT MOUMITA DAS** represented as the **only signatory authority for and on behalf of the Partnership Firm.**

Recital part of the property

WHEREAS after partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force circumstances beyond their control.

AND WHEREAS the Government of West Bengal (hereinafter referred to as the "Government") offered to all reasonable facilities to such persons hereinafter referred to as the "Refugees")for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant lands in urban areas for homestead purpose.

AND WHEREAS Minubala Banerjee, wife of Late Balaram Banerjee, since deceased, the Donee therein was one of such person who had come to use and occupy a piece or parcel of land measuring an area of **2-4-0 Two Cottahs Four Chittacks** be the same a little more or less lying and situated at **Mouza Satgachi**, J.L No 20, E.P No 14, S.P No 25, comprised in C.S Plot No 1218(P), P.S Dum Dum, at present Nager Bazar, within the limits of South Dum Dum Municipality, Additional District Sub Registrar Cossipore Dum Dum, in the District of North 24 parganas.

AND WHEREAS Minubala Banerjee, the Donee therein being a refugee displaced from East Pakistan(for Now Bangladesh) approached the Government of West Bengal for a plot of land for her rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the refugee from East Pakistan (for Now Bangladesh) acquired the land measuring an area of **2-4-0 Two Cottahs Four Chittacks** be the same a little more or less lying and situated at **Mouza Satgachi**, J.L No 20, E.P No 14, S.P No 25, comprised in C.S Plot No 1218(P), P.S Dum Dum, at present Nager Bazar, within the limits of South Dum Dum Municipality, Additional District Sub Registrar Cossipore Dum Dum, in the District of North 24 parganas, in the urban area under the provision of

L.D.P. ACT, 1948/L.A. Act I of 1894 including the plot now in occupation of Minubala Banerjee, since deceased, the Donee therein .

AND WHEREAS thereafter the GOVERNOR of the State of West Bengal the Donor therein through Refugee Relief and Rehabilitation Department West Bengal executed a registered Deed of Gift on 19.08.1987 registered at Additional District Registrar North 24 Parganas, Barasat and recorded in Book No I, Volume No I, Pages 245 to 248, Being No 62, for the Year 1987, in favour of Minubala Banerjee, the Donee therein.

AND WHEREAS thus Minubala Banerjee, the landowner therein became the absolute owner of the above mentioned property measuring an area of **ALL THAT** a piece and parcel of **bastu land** measuring an area of **2-4-0 Two Cottahs Four Chittacks** be the same a little more or less together with Structure thereon lying and situated at Mouza Satgachi, J.L No 20, E.P No 14, S.P No 25, comprised in C.S Dag No 1218(P), P.S Dum Dum, at present Nager Bazar, within the limits of South Dum Dum Municipality, Ward No 18, Holding No 14, Circle No 6, Additional District Sub Registrar Cossipore Dum Dum, in the District of North 24 Parganas and Minubala Banerjee, the landowner therein enjoyed the same free from all encumbrances and without any interruption from anybody or from any corner.

AND WHEREAS thereafter said Minubala Banerjee executed a registered **Deed of Settlement** in favour of her **2(two) grandsons** namely **Sri Tapas Banerjee and Sri Asit Banerjee**, the **landowners/vendors** therein in respect of her **ALL THAT** a piece and parcel of **bastu land** measuring an area of **2-4-0 Two Cottahs Four Chittacks** be the same a little more or less together with Structure thereon lying and situated at Mouza Satgachi, J.L No 20, E.P No 14, S.P No 25, comprised in C.S Dag No 1218(P), P.S Dum Dum, at present Nager Bazar, within the limits of South Dum Dum Municipality, Ward No 18, Holding No 14, Circle No 6, Additional District Sub Registrar Cossipore Dum Dum, in the District of North 24 Parganas, on 26.1989 registered at Additional District Sub Registrar Cossipore Dum Dum and recorded in Book No I, Volume No 110, Pages 123 to 136, **Being No**

5151, for the Year 1989 under some terms and conditions mentioned therein.

AND WHEREAS thereafter said Minubala Banerjee died intestate on 31.10.1999 leaving behind her surviving 2(Two) sons namely Sri Biren Banerjee and Sri Sailen Banerjee as her only legal heir and successors and **according to the written terms and conditions of the above mentioned Family Settlement Vide Deed No 5151, for the Year 1989**, as mentioned above Sri Biren Banerjee alias Bandopadhyay (**without having any child of his own**), the first son of Minubala Banerjee and his surviving wife namely Smt Sandhya Banerjee (**without having any child of her own**), the daughter in Law of Minubala Banerjee shall have every right to live in the said premises during their lifetime and Sri Tapas Banerjee and Sri Asit Banerjee, the Settlee therein and the landowners/Vendors thereafter shall make all arrangement for their living in the said premises.

AND WHEREAS thereafter said Biren Banerjee died intestate on 10.02.2006 leaving behind his surviving wife namely Smt Sandhya Banerjee(**without having any child of her own**) as his only legal heir and successor.

AND WHEREAS thereafter said Sailen Banerjee died intestate on 26.07.2010 leaving behind his surviving 2(two) sons namely Sri Tapas Banerjee and Sri Asit Banerjee, the landowners/Vendors therein as his only legal heirs and successors.

AND WHEREAS thereafter Sandhya Banerjee died intestate on 26.12.2022, **without having any child of her own.**

AND WHEREAS thus **Sri Tapas Banerjee and Sri Asit Banerjee, the landowners/Vendors therein jointly** became the absolute owners in respect of **ALL THAT** a piece and parcel of **bastu land** measuring an area of **2-4-0 Two Cottahs Four Chittacks** be the same a little more or less together with **300 sft Roof Tiles shed Structure with cemented flooring** thereon lying and situated at **Mouza Satgachi, J.L No 20, E.P No 14, S.P No 25**, comprised in C.S Dag No 1218(P) corresponding to R.S Dag No 3869(P)

corresponding to **L.R Dag No 3894(P)**, under **L.R Khatian Nos 3519,6949**, P.S Dum Dum, at present Nager Bazar, within the limits of South Dum Dum Municipality, old Ward No 18, at present Ward No 24, old Holding No 14, at present new Holding No 24, Assessment No 1202901503813, **Locality/Street: Hind Colony, Kolkata-700028**, Additional District Sub Registrar Cossipore Dum Dum, in the District of North 24 Parganas, **according to the written terms and conditions of the above mentioned Family Settlement Vide Deed No 5151, for the Year 1989** and **after fulfilling all conditions as written in the said Family Settlement** and thereafter **Sri Tapas Banerjee and Sri Asit Banerjee, the landowners/Vendors therein jointly** enjoyed the same which is free from all encumbrances and without having any interruption from anybody or from any corner (Each having undivided $\frac{1}{2}$ (half) share of the total property and **Sri Tapas Banerjee and Sri Asit Banerjee, the landowners/Vendors therein** jointly have got every right to transfer the same to anybody by anyway.

AND WHEREAS while in course of enjoyed the above mentioned property **Sri Tapas Banerjee and Sri Asit Banerjee, the landowners/Vendors therein** jointly announced to sell out in respect **ALL THAT** a piece and parcel of **bastu land** measuring an area of **2-4-0 Two Cottahs Four Chittacks** be the same a little more or less together with **300 sft Roof Tiles shed Structure with cemented flooring** thereon lying and situated at **Mouza Satgachi**, J.L No 20, E.P No 14, S.P No 25, comprised in C.S Dag No 1218(P) corresponding to R.S-Dag No 3869(P) corresponding to **L.R Dag No 3894(P)**, under **L.R Khatian Nos 3519,6949**, P.S Dum Dum, at present Nager Bazar, within the limits of South Dum Dum Municipality, old Ward No 18, at present Ward No 24, old Holding No 14, ;at present new Holding No 24, Assessment No 1202901503813, **Locality/Street: Hind Colony, Kolkata-700028**, Additional District Sub Registrar Cossipore Dum Dum, in the District of North 24 Parganas, mentioned in the **Schedule here under written** and **OM VENTURE AND DEVELOPER** a proprietorship firm having its office at Holding Premises No 73,73, Aswini Dutta Road, P.O. Dum Dum, P.S. Dum Dum, at present Nager Bazar, Kolkata -700028, Ward No 26,

District North 24 Parganas, State- West Bengal. The firm being represented by its proprietor namely:-**SMT POMPY PAUL [PAN DAOPP2764P] [AADHAAR 6434 6378 0831**, wife of Sri Samarendra Paul, by faith Hindu, by Nationality Indian, by occupation - Business, residing at "Bhairab Bhavan", Ground Floor, Flat No -G1, 65, Baguiati 3rd lane, P.O. Dum Dum, P.S. Dum Dum, at present Nager Bazar, Kolkata - 700028, District North 24 Parganas, State- West Bengal, the purchaser therein and **the landowner herein** purchased the same by a registered Deed of sale executed on 07/02/2024 registered at Additional District Sub Registrar Cossipore Dum Dum and recorded in Book No I, Volume No 1506-2024, pages 41582 to 41603, **Being No 150601155, for the year 2024 from said Sri Tapas Banerjee and Sri Asit Banerjee, the landowners/Vendors therein** for or at a total consideration mentioned therein together with all amenities and easement rights and thus **OM VENTURE AND DEVELOPER** a proprietorship firm having its office at Holding Premises No 73,73, Aswini Dutta Road, P.O. Dum Dum, P.S. Dum Dum, at present Nager Bazar, Kolkata -700028, Ward No 26, District North 24 Parganas, State- West Bengal. The firm being represented by its proprietor namely:-**SMT POMPY PAUL [PAN DAOPP2764P] [AADHAAR 6434 6378 0831**, wife of Sri Samarendra Paul, by faith Hindu, by Nationality Indian, by occupation - Business, residing at "Bhairab Bhavan", Ground Floor, Flat No -G1, 65, Baguiati 3rd lane, P.O. Dum Dum, P.S. Dum Dum, at present Nager Bazar, Kolkata - 700028, District North 24 Parganas, State- West Bengal, the purchaser therein and **the landowner herein** became the absolute owner of the above mentioned property by virtue of the above mentioned **purchase** and **OM VENTURE AND DEVELOPER** a proprietorship firm having its office at Holding Premises No 73,73, Aswini Dutta Road, P.O. Dum Dum, P.S. Dum Dum, at present Nager Bazar, Kolkata -700028, Ward No 26, District North 24 Parganas, State- West Bengal. The firm being represented by its proprietor namely:-**SMT POMPY PAUL [PAN DAOPP2764P] [AADHAAR 6434 6378 0831**, wife of Sri Samarendra Paul, by faith Hindu, by Nationality Indian, by occupation - Business, residing at "Bhairab Bhavan", Ground Floor, Flat No -G1, 65, Baguiati 3rd lane, P.O. Dum Dum,

P.S. Dum Dum, at present Nager Bazar, Kolkata - 700028, District North 24 Parganas, State- West Bengal, **the landowner herein** enjoying the same free from all encumbrances and without having any interruption from anybody or from any corner.

AND WHEREAS thus the landowner herein intend to construct a (G+5) storied building thereon consisting of Several residential Flats/Garages shops/Lift devices etc. on the said Plot of land mentioned in the First Schedule hereunder written on "OWN YOUR OWN FLAT" Scheme but due to paucity of fund and other difficulties the landowner herein is unable to proceed with the construction works of the building and the landowner herein requested to the Developer/Promoter the Other Party herein to construct the same by demolishing the old structure standing thereon.

AND WHEREAS S.G. Developer, a partnership firm, represented by its partners namely **Smt Moumita Das, Sri Baidyanath Nandi**, the Developer herein/the Party of the other Part hereof being the Developer hereto is an experienced Promoter and Developer engaged in the field of building promotion and construction, having come to know the aforesaid desire of the landowners as well as on verification, scrutiny and due searching of all relevant papers and documents relating to the marketable title, bonafide interest peaceful physical possession of the said Premises of the landowners and having been fully satisfied in all respect regarding the absolute lawful right, bonafide interest, peaceful Possession and marketable title of the landowners in respect of the said Premises, with specific undertaking of not to raise any question relating to the same in future on any ground whatsoever, made an approach/offer to the landowners hereto for allowing the Developer hereof to undertake such proposed development work by constructing the (G+5) storied building on the said Premises of the landowners in accordance with the building Plan cause to be sanctioned by the authorities of South Dum Dum Municipality in the name of the landowner herein exclusively at the own costs, arrangements and expenses of the Developer upon regularization of all requisite legal formalities pertaining to the proposed development work on the said Premises of the

landowner.

AND WHEREAS the landowner hereof having thus approached by the party of the other Part hereto in the manner stated herein before, in acceptance of such offer, decided to allow and engage the Party of the other Part hereof as Developer to proceed with the proposed development work on the said Premises of the landowner and accordingly, by executing the present Development Agreement as well as by executing a registered Development Power of Attorney agreed to engage, appoint, authorize and empower the Party of the other Part hereof as Developer to proceed with the proposed development work by constructing the (G+5) storied building on the said premises of the landowner in accordance with the building Plan cause to be sanctioned by the authorities of South Dum Dum Municipality in the name of landowner exclusively at the costs, arrangements and expenses of the Developer on the mutually agreed and settled terms and conditions so arrived at between the Parties hereof and stipulated herein after.

That it has been agreed by and between the parties herein that the Developer/Promoter/ other Party herein shall develop the said property fully and particularly described in the First Schedule hereunder written in the manner as agreed upon by and between the parties for Construction of multi storied building consisting of several residential flats/garages/shops/ Lift devices and other common space as per the sanctioned plan which is to be sanctioned by the South Dum Dum Municipality.

COMMON PARTS shall mean the equipment and associates provided for and/or reserved in the said building and/or land appertaining thereto including the common areas passages, top of the roof, stair case, common passage, lift, landing, motors, pumps, electrical installations, etc. for common use and enjoyment of the intending purchasers.

COMMON EXPENSES shall mean and include proportionate share of the costs, charges and expenses for working maintenance, upkeep, repair and replacement of the common parts and the common amenities.

THE COMMON AREAS shall mean such portions and/or areas of the land, building and its constructed spaces specified for collective use and enjoyment by the Occupiers of the building including the Landowners hereof as more particularly described in the Fourth Schedule written hereinafter.

BUILT UP AREA shall mean **for Flat** = (Covered Area including Stair Area, Lift area, lobby area).

THE PRESENT DEVELOPMENT AGREEMENT shall deemed to have been commenced with immediate effect i.e. from the date of execution of the present Development Agreement. The present Development Agreement shall not be construed as a Partnership between the landowners and the Developer nor the same will be treated as an Agreement for Sale of the said Premises or any part or portion thereof between the Parties hereto save and except constructive permission by the landowners to the Developer for proceeding with the development work on the said Premises of the landowners by constructing there upon multistoried building thereon in accordance with the sanctioned building Plan / Revised Plan from the South Dum Dum Municipality upon, observance and compliance of the terms and conditions so agreed to between the Parties hereof and stipulated hereinafter.

NOW THIS INDENTURE WITNESSETH and it is mutually agreed upon by and between the parties as follows:-

DEFINITIONS

LAND OWNER:- OM VENTURE AND DEVELOPER a proprietorship firm having its office at Holding Premises No 73,73, Aswini Dutta Road, P.O. Dum Dum, P.S. Dum Dum, at present Nager Bazar, Kolkata -700028, Ward No 26, District North 24 Parganas, State- West Bengal. The firm being represented by its proprietor namely:-**SMT POMPY PAUL [PAN DAOPP2764P] [AADHAAR 6434 6378 0831**, wife of Sri Samarendra Paul, by faith Hindu, by Nationality Indian, by occupation - Business, residing at "Bhairab Bhavan", Ground Floor, Flat No -G1, 65, Baguiati 3rd lane, P.O. Dum Dum, P.S. Dum Dum, at present Nager Bazar, Kolkata - 700028,

District North 24 Parganas, State- West Bengal, hereinafter called and referred to as the "**LAND OWNER**" (Which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, executors administrators, representatives and assigns) of the **FIRST PART.**

AND

S G DEVELOPER [PAN AEUFS1553A], a partnership firm having its principal place of business at 218, Gorakshabasi Road, P.S. Dum Dum, at present Nager Bazar, P.O. Dum Dum, Kolkata -700028, District North 24 Parganas, West Bengal, represented by its existing two partners namely **1. SMT MOUMITA DAS [PAN ATTPD7715M] [AADHAAR 5050 0818 6256]**, wife of Sri Sanjay Das, by faith Hindu, by Nationality- Indian, by occupation Business, residing at 7/27, Gorakshabasi Road, P.S. Dum Dum, at present Nager Bazar, P.O. Dum Dum, at present Nager Bazar, Kolkata -700028, District North 24 Parganas, West Bengal, **2. SRI BAIDYANATH NANDI [PAN AOLPN8121N] [AADHAAR 3638 2366 3772]** , son of Late Manindra Chandra Nandi , by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 11/57, Nagendra Nath Road, P.S. Dum Dum, at present Nager Bazar, P.O. Dum Dum, Kolkata -700028, District North 24 Parganas, West Bengal, herein after for the sake of brevity referred to and/or called as the "**DEVELOPER/ PROMOTER**" [Which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include all its Partners, successors in office, executors and assigns] of the **OTHER PART.**

The partner No 1 SMT MOUMITA DAS represented as the **only signatory authority for and on behalf of the Partnership Firm.**

PREMISES:- ALL THAT a piece and parcel of **bastu land** measuring an area of **2-4-0 Two Cottahs Four Chittacks** be the same a little more or less together with **300 sft Roof Tiles shed Structure with cemented flooring** thereon lying and situated at **Mouza Satgachi**, J.L No 20, E.P No 14, S.P No 25, comprised in C.S Dag No 1218(P) corresponding to R.S Dag No 3869(P)

corresponding to **L.R Dag No 3894(P)**, under **L.R Khatian Nos 3519,6949**, P.S Dum Dum, at present Nager Bazar, within the limits of South Dum Dum Municipality, old Ward No 18, at present Ward No 24, old Holding No 14, at present new Holding No 24, Assessment No 1202901503813, **Locality/ Street: Hind Colony, Kolkata-700028**, Additional District Sub Registrar Cossipore Dum Dum, in the District of North 24 Parganas, along with all amenities and easement rights.

Building:- Shall mean the multi storied building with Lift devices and open flats/garages/shops/ to be constructed at the said premises in accordance with sanction plan to be sanctioned from the South Dum Dum Municipality.

Common Facilities and Amenities:- Shall mean corridors, stairways, lift, passage ways, pump room, tube well, overhead tank, water pump, motor and other facilities to be provided by the Developer, which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenance and/or management of the building.

Saleable:- Space shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and space required.

LANDOWNER'S ALLOCATION

- a) That upon construction of **(G+5) storied building thereon** on the said plot of land the landowner herein shall be entitled to get the following in her own share **as landowner's allocation** in the manner and share as follows:-
- b) **Ground Floor-** one Garage and one Flat total measuring **500 sft built up area**, one from **East Portion** and another from the **South -West-North Portion** of the **Ground Floor**.
- c) **Second Floor- 3 (Three) Nos** self contained residential Flat one being **Flat No "B"** on the **North- West Portion** and another being **Flat No "C"** on the **North- East Portion** and another being **Flat No "D"** on the

East Portion on the **Second Floor**, total having **1878 sft** built up area.

- d) **Third Floor- 3 (three) Nos** self contained residential Flat one being **Flat No "B"** on the **North- West Portion**, another being **Flat No "C"** on the **North- East Portion** area and another being **Flat No "D"** on the **East Portion** on the **Third Floor**, total having **1878 sft** built up area.
- e) That if the Developer herein be able to sanction 1(one) additional Floor on the 5th floor, **i.e 6th Floor**, then the landowner herein shall not be entitled to get anything extra from that additional 6th Floor.
- f) Together with undivided proportionate share of underneath land along with right to use all common areas and facilities of the said proposed multi storied building along with right to use all common areas and facilities of the said proposed building.

AND

3. **DEVELOPER'S ALLOCATION**- a) That save and except landowner's allocation as mentioned above **rest of the portion** upon construction of **(G+5) storied building thereon** on the said plot of land, shall be treated as **Developer's allocation** in the manner and share as follows:-

- b) **Ground Floor**- save and except landowner's allocated portion on the Ground Floor as mentioned above, **Balance portion** of the building construction area on the **Ground Floor will be treated as Developer's allocation**.
- c) **First Floor- Entire First Floor**.
- d) **Fourth Floor- Entire Fourth Floor**.
- e) **Fifth Floor- Entire Fifth Floor**.

f) That if the Developer herein be able to sanction 1(one) additional Floor on the 5th floor, **i.e 6th Floor**, then the Developer herein shall be entitled to

that entire additional 6th Floor in its own portion as Developer's allocation.

- g) Together with undivided proportionate share of underneath land along with right to use all common areas and facilities of the said proposed multi storied building along with right to use all common areas and facilities of the said proposed building.

Architect:- Shall mean the person or persons who may be appointed by the Developer for designing and planning (Revised) of the building with the approval of the owner.

Building Plan:- Shall mean the plan to be sanctioned by the South Dum Dum Municipality with such alteration or modifications as may be made by the developer with the approval of the landowners herein from concerned South Dum Dum Municipality and the Developer shall bear the entire cost for obtaining sanction plan.

Transferee:- Shall mean the person, firm, limited company association or persons to whom any space in the building has to be transferred.

Word Imparting:- Singular shall include plural vice-versa.

Word Imparting:- Masculine gender shall include feminine and neuter gender likewise words imparting feminine genders shall include masculine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

Articles - II Commencement:-

This agreement shall be deemed to have commenced on and with effect from the date of execution on agreement

Landowner's Representations:-

The landowner is absolutely seized and possessed of and or otherwise well and sufficiently entitled to **ALL THAT** a piece and parcel of **bastu land** measuring an area of **2-4-0 Two Cottahs Four Chittacks** be the same a

little more or less together with **300 sft Roof Tiles shed Structure with cemented flooring** thereon lying and situated at **Mouza Satgachi**, J.L No 20, E.P No 14, S.P No 25, comprised in C.S Dag No 1218(P) corresponding to R.S Dag No 3869(P) corresponding to **L.R Dag No 3894(P)**, under **L.R Khatian Nos 3519,6949**, P.S Dum Dum, at present Nager Bazar, within the limits of South Dum Dum Municipality, old Ward No 18, at present Ward No 24, old Holding No 14, at present new Holding No 24, Assessment No 1202901503813, **Locality/Street: Hind Colony, Kolkata-700028**, Additional District Sub Registrar Cossipore Dum Dum, in the District of North 24 Parganas, along with all amenities and easement rights .The property is free from all encumbrances attached and liens whatsoever.

The said premises are not vested under the Urban Land (Ceiling and Regulation) Act, 1976.

Developer's Right

1. The owner hereby grant subject to what has been hereinafter provided the exclusive right to the developer to build, construct, erect and complete the said building comprising the various sizes of flats/ Shops/ Garages in order to sell of said flats/Shops/ Garages to the member of the public for their residential or commercial purpose by entering into agreements for sale and/or transfer and/or construction in respect of the Developer's allocation in accordance with the plan already sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the Developer with the approval of the Owner.
2. The Developer shall be entitled to prepare modify or alter the plan with approval of the owner and to submit the same to the South Dum Dum Municipality in the name of the owner at its own cost of developer and shall pay and bear all expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities and if the developer made any addition or alteration or alteration & deviation of building plan in that case, the Developer shall bear

- additional cost/ expenses, penalties for deviation, as imposed by the municipal authority and if required for construction of the building at the said premises provided however that developer shall be exclusively entitled to get all refunds of any or all payments and/or depositors paid by the Developer.
3. Nothing in these presents shall be constructed as a demise or assignment or transfer by the owner of the said premises or any part thereof to the developer or as creating any right or interest in respect thereof in favour of the developer other than an exclusive license to the Developer to sell the flats of the said premises in terms thereof and to deal with the developer's allocation only in building to be constructed thereon in the manner and subject to the terms hereafter stated.
 4. That the Developer shall have right to collect finance from its own and/or from the market without creation of any charge or mortgage of the First schedule mentioned premises and have right to take partner/partners as its own choice in that event the land owner herein shall not raise any objection in that regards but that should not obligate the owner share or delay the stipulated time. Any extended time should result in penalty as mentioned in point "D" of apparent consideration.

APPARENT CONSIDERATION

1. In consideration of the owner having agreed to permit the developer to sell the Developers allocated flats/garages/shops of the said premises and construct, erect and complete the building at the said premises the Developer agreed:-
 - a) At their own costs shall obtain all necessary permission and/or approvals and/or consent of the landowners.

- b) In respect of the construction of the building to pay costs of supervision of the development and construction of the owner's allocation in the building at the said premises.
- c) To bears all costs charges and expenses for consideration for grant of exclusive right for development for the premises.
- d) That the Developer is entitled to pay Rs 5,000/ (Rupees Five Thousand)only per month to the landowners, in case the construction and handover is delayed post stipulated **24 months plus 6 months** grace period from the from the plan sanction date .

LANDOWNER'S ALLOCATION

- a) That upon construction of **(G+5) storied building thereon** on the said plot of land the landowner herein shall be entitled to get the following in her own share **as landowner's allocation** in the manner and share as follows:-
- b) one Garage and one Flat total measuring **500 sft built up area**, one from **East Portion** and another from the **South -West- North Portion** of the **Ground Floor**.
- c) **Second Floor- 3 (Three) Nos** self contained residential Flat one being **Flat No "B"** on the **North- West Portion** and another being **Flat No "C"** on the **North- East Portion** and another being **Flat No "D"** on the **East Portion** on the **Second Floor**, total having **1878 sft built up area**.
- d) **Third Floor- 3 (three) Nos** self contained residential Flat one being **Flat No "B"** on the **North- West Portion**, another being **Flat No "C"** on the **North- East Portion** area and another being **Flat No "D"** on the **East Portion** on the **Third Floor**, total having **1878 sft built up area**.
- e) That if the Developer herein be able to sanction 1(one) additional Floor on the 5th floor, i.e **6th Floor**, then the landowner herein shall not be entitled to get anything extra from that additional **6th Floor**.

- f) Together with undivided proportionate share of underneath land along with right to use all common areas and facilities of the said proposed multi storied building along with right to use all common areas and facilities of the said proposed building.

AND

3. **DEVELOPER'S ALLOCATION**- a) That save and except landowner's allocation as mentioned above **rest of the portion** upon construction of **(G+5) storied building thereon** on the said plot of land, shall be treated as **Developer's allocation** in the manner and share as follows:-
- b) **Ground Floor**- save and except landowner's allocated portion on the Ground Floor as mentioned above, **Balance portion** of the building construction area on the **Ground Floor will be treated as Developer's allocation.**
- c) **First Floor- Entire First Floor.**
- d) **Fourth Floor- Entire Fourth Floor.**
- e) **Fifth Floor- Entire Fifth Floor.**
- f) That if the Developer herein be able to sanction 1(one) additional Floor on the 5th floor, i.e **6th Floor, then the Developer herein shall be entitled to that entire additional 6th Floor in its own portion as Developer's allocation.**
- g) Together with undivided proportionate share of underneath land along with right to use all common areas and facilities of the said proposed multi storied building along with right to use all common areas and facilities of the said proposed building.

In consideration of the above the developer shall be entitled to the developer's allocation of the saleable space in the building to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon

construction of the said building after providing for owners allocation at first and the developer shall be entitled to enter into agreement for sale and transfer its own name with any transferees for their residential purpose/car parking/commercial purpose and to receive and collect all money in respect thereof which shall absolutely belong to the developers allocation and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering in to such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as consent by the owner provided however the developer to any transferees until the developer shall make over possession of the owner's allocation to the owner first and comply with all other obligation of the developer to the owner under this agreement.

PROCEDURE:-

Owner shall grant to the developer and/or its nominee or nominees a Development Power of Attorney as may be required for the purpose of obtaining the sanction plan and others from different authorities in connection with the construction of the said multistoried building and also for the pursuing and following up the matter with appropriate authority or authorities.

CONSTRUCTION:-The Developer shall be solely and exclusively responsible for construction of the said multistoried building and complete the same and the Developer shall not transfer any third party for construction of the building in any way.

SPACE ALLOCATION:-

- a) After completion of the building in all aspects and acquiring '**Occupancy Certificate**', the landowners and Developer shall be entitled to obtain the constructed area and other portions of the said building which shall belong to the landowners and Developer Allocation along with undivided proportionate right and interest in the land and common facilities and

amenities and common portion of the said building and the open space shall exclusively belong to the landowners and Developer Allocation as contained herein as mentioned above and also in the Second and Third Schedule here under written.

- b) The developer herein shall have right to sell and dispose of the developers allocation to the intending buyers at any time.

BUILDING:

1. The developer shall at its own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned from the concerned South Dum Dum Municipality with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall **completed entirely** by the Developer **within 24 months** from the date of obtaining sanction plan subject to enhancement of **further six (6) months** and the Developer is entitled to pay Rs 5,000/ (Rupees Five Thousand)only per month to the landowners, in case the construction and handover is delayed post stipulated **24 months plus 6 months grace period from the** from the plan sanction date .
2. Subject as aforesaid the decision of the architect regarding the quality of the materials shall be final and binding between the parties hereto.
3. The developer shall erect in the building at its own costs as per specification and drawings provided by the architect, pump, tube well, water storage tanks, overhead reservoirs, electrifications, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be provided as residential building self contained apartment/ car Parking space/Shops and constructed space for sale and/or residential flats/commercial purpose and/or constructed space herein on ownership basis. The Landowners herein

shall have full right to design/plan/instruct the Engineer/Planner for designing regarding landowners allocation.

4. The developer shall be authorized in the name of the owner in so far as the necessary to apply and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtained temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction of enjoyments of the building for which purpose the owner shall execute in favour of the Developer a Development Power of Attorney and other authorities as shall be required by the Developer.
5. The Developer shall at its own cost and expenses and without creating any financial or other liability of the owner construct and complete the building and various units and/or apartments herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be the Developer with the consent of the owner in writings.
6. All costs, charges and expenses including architects fees shall be paid discharged and borne by the Developer and the Owner herein shall have no liability in this context.
7. The developer shall bear its own cost to obtain electricity wiring, water, pipeline, sewerage connection in portion of the owner's allocation.

COMMON FACILITIES

1. The developer shall pay and bear the property taxes and other dues and outgoings in respect of the owner's allocation of the said building according to dues as and from the date of handing over vacant possession by the landowners till as provided hereafter.

2. As soon as the building is completed and the electricity wiring sewerage line and water pipe lines are ready up to the portion of the owner's allocation, the developer shall give written notice to the owner requesting the take possession of the owner's allocation in the building and there being no dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof and certificate of the architect herein produced to this effect then after 30 (thirty) days from the date of service of such notice and at all times thereafter the owner shall be responsible for payment of all municipal and property taxes, dues, duties and other public outgoing of and impositions whatsoever the (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owner's allocation, the said rates to be apportioned prorata with reference to the saleable space in the building if they are levies on the building as a whole.
3. The developer shall punctually and regularly pay for rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon the owner and developer and both the parties shall kept each other indemnified against all claims, actions, demand, costs, charges and expenses and proceedings whatsoever directly and indirectly instituted against or suffered by or paid by either of them as the case - may be consequent upon a default by the owner or the developer in this behalf.
4. As and from the date of completion, the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of the said charge include of premises for insurance of the building, water, fire and scavenging charges, taxes, light, sanitation and maintenance operation, repair and renewal charges for bill collection, renovation, replacement and expenses for building and mechanical installations, application and equipment, stairways, corridors, passage ways and

other common facilities whatsoever as may be mutually agreed from time to time.

LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer as constituted attorney of the owner to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the developer specific may be required to be done by the developer and for which the developer may need the authority of the owner applications and other documents may be required to be signed made by the owner relating to which specific provisions may not have been mentioned herein. The owner hereby undertakes to do all such acts, deeds matters, and other things that may be reasonably required to be done in the matter and the owner shall execute any such additional power of attorney and/or authorization as may be required by the developer for the purpose and the owner also undertake to sign and execute all such additional appliance and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe of the rights of the owner and/or go against the spirit of this agreement.
2. Any notice required to be given by the developer shall without prejudice to any other mode of service available demand to have been served on the owner if delivery by hand to hand and duly acknowledgement due to the residence of the owner shall likewise be deemed to have been served on the developer if delivered by hand to hand or send by prepaid register post to the registered office the developer.
3. Both the developer and the owner shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof the owner hereof and the owner hereby agree to abide by all the rules and regulations and as such management

society/association/ holdings organization do hereby give their consent to abide by the same.

4. The name of the building shall be decided by the Developer.
5. As and from date of completion of the building the developer and/or its transferees and the Owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent and wealth taxes payable in respect of their spaces.
6. That it specifically mentioned here that in case of death of landowner herein, her legal heirs shall be entitled to get the owner's allocation according to the terms and conditions as mentioned herein above and also in the Second Schedule here under written and the said legal heirs of the landowner herein also shall also be bound to execute the further development agreement and development power of attorney in favour of the present developer & vice-versa under any circumstances.
7. That the Developer herein shall have every right to amalgamate with the adjacent plot of land in future if necessary and the land owner or her legal heirs herein shall not raise any objection regarding that matter in future rather they will co -operate the Developer herein regarding the matter under all circumstances.
8. That the landowner herein shall keep good relationship with the Developer herein under all circumstances and also provide PAN, AADHAAR, VOTER ID, all original Deed of Conveyance in support of ownership of the Landowner, other all related documents before execution of Development Agreement and Development Power of Attorney.
9. **FORCE MAJEURE**
 - a) The developer shall not considered to be any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be

suspended from the obligations during the duration of the force majeure.

- b) Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotions, strike, and/or any other or further commotion belong to the reasonable control of the developer.

ARBITRATION

If any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liabilities of any of the parties under this agreement, the same shall be referred to the arbitration, in case the parties agree to the case otherwise two arbitrators one to be appointed by each party in dispute and the same be deemed to be referred within meaning of Arbitration Act, 1996 or any statutory modifications there under in force.

LANDOWNER'S DUTY

That the landowners herein shall have to take responsibility to vacate their portion and also shall hand over vacant peaceful possession of the entire first schedule mentioned premises to the developer herein as early as possible according to the instruction of the developer herein.

DEVELOPER'S DUTY

That the Developer herein shall be bound to handover occupancy certificate to be obtained from South Dum Dum Municipality to the landowners.

That the developer herein shall be liable to pay all indirect Tax if arise in respect of landowners allocation until handover possession of landowners allocation to the owner herein.

That the developer herein shall have to take every necessary action to proceed constructional work within due time at its own cost and expenses.

That the Developer herein shall be bound to handover completion certificate to the landowners herein after completion of the said multistoried building

at the own cost, expenses and responsibility of the Developer and the Developer is entitled to pay Rs 5,000/ (Rupees Five Thousand) only per month to the landowners, in case the construction and handover is delayed post **stipulated 24 months plus 6 months grace period** from the date of peaceful vacant possession by the landowners to the Developer herein. That it is clearly mentioned here such handover of possession will be made by the landowners to the Developer herein maximum within 6 Months of the date of building sanction plan.

That the Developer herein shall have to pay all outstanding tax, Khajna, electric bill or any outstanding payable by them till day and the landowners herein also shall be bound to mutate their names in the records of the B.L& L.R.O at their own expenses.

JOINT RESPONSIBILITY

That the landowner and Developer herein shall be bound to co-operate each other under all circumstances now or in future.

JURISDICTION - District Court of Barasat and all allied upper courts shall have jurisdiction to enter by their actions, title proceeding arising out of this agreement.

FIRST SCHEDULE ABOVE REFERRED TO

[TOTAL PROPERTY]

ALL THAT a piece and parcel of **bastu land** measuring an area of **2-4-0 Two Cottahs Four Chittacks** be the same a little more or less together with **300 sft Roof Tiles shed Structure with cemented flooring** thereon lying and situated at **Mouza Satgachi**, J.L No 20, E.P No 14, S.P No 25, comprised in C.S Dag No 1218(P) corresponding to R.S Dag No 3869(P) corresponding to **L.R Dag No 3894(P)**, under **L.R Khatian Nos 3519,6949**, P.S Dum Dum, at present Nager Bazar, within the limits of South Dum Dum Municipality, old Ward No 18, at present Ward No 24, old Holding No 14, at present new Holding No 24, Assessment No 1202901503813, **Locality/ Street: Hind Colony, Kolkata-700028**, Additional District Sub Registrar

Cossipore Dum Dum, in the District of North 24 Parganas, along with all amenities and easement rights. The total property is shown in the map or Plan annexed hereto and marked with Red border and is butted and bounded in the manner as follows :-

ON THE NORTH BY	:	House of Alope Sarkar and others;
ON THE SOUTH BY	:	House of Tirtha Banerjee;
ON THE EAST BY	:	Hind Colony Road;
ON THE WEST BY	:	Biswanath Mondal & others;

SECOND SCHEDULE ABOVE REFERRED TO
(Land Owner's Allocation)

LANDOWNER'S ALLOCATION

- a) That upon construction of **(G+5) storied building thereon** on the said plot of land the landowner herein shall be entitled to get the following in her own share **as landowner's allocation** in the manner and share as follows:-
- b) **Ground Floor-** one Garage and one Flat total measuring **500 sft built up area**, one from **East Portion** and another from the **South -West-North Portion** of the **Ground Floor**.
- c) **Second Floor- 3 (Three) Nos** self contained residential Flat one being **Flat No "B"** on the **North- West Portion** and another being **Flat No "C"** on the **North- East Portion** and another being **Flat No "D"** on the **East Portion** on the **Second Floor**, total having **1878 sft built up area**.
- d) **Third Floor- 3 (three) Nos** self contained residential Flat one being **Flat No "B"** on the **North- West Portion**, another being **Flat No "C"** on the **North- East Portion** area and another being **Flat No "D"** on the **East Portion** on the **Third Floor**, total having **1878 sft built up area**.

- e) That if the Developer herein be able to sanction 1(one) additional Floor on the 5th floor, **I.e 6th Floor, then the landowner herein shall not be entitled to get anything extra from that additional 6th Floor.**
- f) Together with undivided proportionate share of underneath land along with right to use all common areas and facilities of the said proposed multi storied building along with right to use all common areas and facilities of the said proposed building.

AND

3. **DEVELOPER'S ALLOCATION-** a) That save and except landowner's allocation as mentioned above **rest of the portion** upon construction of **(G+5) storied building thereon** on the said plot of land, shall be treated as **Developer's allocation** in the manner and share as follows:-
- b) **Ground Floor-** save and except landowner's allocated portion on the Ground Floor as mentioned above, **Balance portion** of the building construction area on the **Ground Floor will be treated as Developer's allocation.**
- c) **First Floor- Entire First Floor.**
- d) **Fourth Floor- Entire Fourth Floor.**
- e) **Fifth Floor- Entire Fifth Floor.**
- f) That if the Developer herein be able to sanction 1(one) additional Floor on the 5th floor, **I.e 6th Floor, then the Developer herein shall be entitled to that entire additional 6th Floor in its own portion as Developer's allocation.**
- g) Together with undivided proportionate share of underneath land along with right to use all common areas and facilities of the said proposed multi storied building along with right to use all common areas and facilities of the said proposed building.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE COMMON AREAS / PORTIONS)

The Common areas and facilities so to be enjoyed by the Landowners along with the other Flat Owners of the building in common and mentioned in the present Agreement shall include :

- 1) The land on which the building is constructed and all easement right and appurtenances belonging to the land and the building.
- 2) The foundations, columns, girders, beams, supports, main walls, roof of the building, corridors, lobbies, landings, stairs, Lift and Lift Shaft, fire escapes and entrance and exit gate of the building.
- 3) The premises for the lodging of Janitors if any and persons/staff employed for maintenance and management of the building.
- 4) The Overhead Water Tank, Motor Pump, all Sanitary and Water line pipes and in general other installations relating to operation of common services such as light, water, sewerage line, lavatories and other amenities attached to the land and building.
- 5) All Plumbing installations used for common services and carriage of water along with such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land and the building and are necessary for usage to and/or use of the Flats of the building in common by no Co-owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(THE COMMON EXPENSES)

The Landowners are to bear and pay proportionately the following expenses along with the other Owners and Occupiers of the building :-

- 1) All costs of maintenance, operating, replacing, repairing, re-building, whitewashing, - painting, decorating, re-decorating, reconstruction and lighting the common portions and the common areas of the building including the main entrance, exit, passages, landings, lobbies,

staircase, Lift and Lift shaft of the building as well as the outer walls/part of the building.

- 2) The salary of all person employed for common purpose viz. security personnel, sweepers, plumbers, electricians and caretaker of the building.
- 3) Proportionate share of Municipal rates and taxes including Government rents and taxes, other outgoings, levies and impositions from the date of making over possession of the Flat are to be borne by the Landowners till the Flats under Landowners Allocation is separately assessed.
- 4) All charges and deposits for maintaining supply and operation of all common services and utilities to the building.
- 5) Costs of formation and operation of the Flat Owners Association.
- 6) Costs of running, maintenance, repairs and replacement of pumps, motors and other common installations.
- 7) Electricity charges relating to consumption of electrical energy used for operation of all common services.
- 8) All litigation costs and expenses incurred for protection, preservation and safe holding of the land, building and all its common portions.

THE CONSTRUCTION AND DEVELOPMENT SHALL BE EXECUTED AS PER FOLLOWING SPECIFICATION:

1. R.C.C. super structure as per decision of the Engineer.
2. Exterior brick work shall be of 10" thickness while the internal wall will be of 5" the partition between the flat will be of 5" thickness.
3. All windows be open outward and with Box grill with Aluminium frame and non transparent 4 mm glass.

4. Main door of the flats shall be made of Standard Wood and all other doors will be of flush door with WBC frame..
5. Wall will be of usual plaster followed by putty.
6. All Flooring including skirting will be made of Vitrified Tiles.
7. Toilet:- Both Toilets shall be provided in each flat with commode and shall be of glazed tiles . One hand shower in each toilet along with two bibcock and one shower with PVC Doors.
8. One basin shall be provided in drawing/dining and Kitchen.
9. Kitchen – Black stone Cooking desk with Granite top & steel sink and tiles shall be fitted with two bibcock.
10. Water Supply – water will be supplied from Municipal tap water and Submersible Pump.
11. Electricity :- (1) Concealed wiring, (2) electric points in each flat, (3) One Nos. A.C. Point only in one Flat, (4) One Refrigerator point at a dining, (5) One Geyser point in one toilet with Finolex wire and branded switch and one washing machine point in each flat.
12. Roof treatment with R.C.C. casting with 1/4th quarter stone chips.
13. **One Lift shall be provided with 4 persons carrying capacity.**
14. Out side wall of the building will be putty with colour.
15. Branded tiles will be provided by the Developer in Kitchen and Bathroom.
16. Fitting like Tap, Basin will be made of Standard Co.
17. Tiles will be fitted in Kitchen and Bathroom.

N.B. Present PWD schedule will be followed and reputed contractor having proper license will be deployed to construct the building.

IN WITNESS WHEREOF the parties herein have set and subscribed their respective hands on the day, month and year first above written.

SIGNED SEALED AND DELEVERED

by the Owners and Developer
in the presence of:

Witnesses:-

1. *Pranav Paul*
65 Bagmati 3rd By Lane
KOL 28

OM VENTURE & DEVELOPER

Pompy Paul
Proprietor

SIGNATURE OF THE LAND OWNER

2. *Manish Das*
Sodepace Natabary
KUM-113

S G DEVELOPER

Manish Das

As only signatory authority
Partner

**SIGNATURE OF THE DEVELOPER
/ PROMOTER**























Prepared By:-

Manish Bhattacharya
Manish Bhattacharya
BD/6, Deshbandhu Nagar
Kolkata-700059
L. No. DW. XI.45.
A.D.S.R. Cossipore Dum Dum

Composed by:-

Avijit Paul
Avijit Paul
100, S.S. Road, Dum Dum
Kolkata-700030.
A.D.S.R. Cossipore Dum Dum

PAGE NO.
SPECIMEN FROM FOR TEN FINGERPINTS

Sl. NO.	Signature of the Executants/Presentants					
	 Pompy Paul	Little	Ring	Middle	Fore	Thumb
			Left	Hand		
						
		Thumb	Fore	Middle	Ring	Little
			Right	Hand		
						
	 Anurita Das	Little	Ring	Middle	Fore	Thumb
			Left	Hand		
						
		Thumb	Fore	Middle	Ring	Little
			Right	Hand		
						
		Little	Ring	Middle	Fore	Thumb
			Left	Hand		
		Thumb	Fore	Middle	Ring	Little
			Right	Hand		



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



192024250000952771

GRN Details

GRN: 192024250000952771 Payment Mode: Online Payment
GRN Date: 01/04/2024 15:43:42 Bank/Gateway: State Bank of India
BRN : CK00AKMFK0 BRN Date: 01/04/2024 15:44:37
GRIPS Payment ID: 010420242000095276 Payment Init. Date: 01/04/2024 15:43:42
Payment Status: Successful Payment Ref. No: 2000808880/4/2024
[Query No*/Query Year]

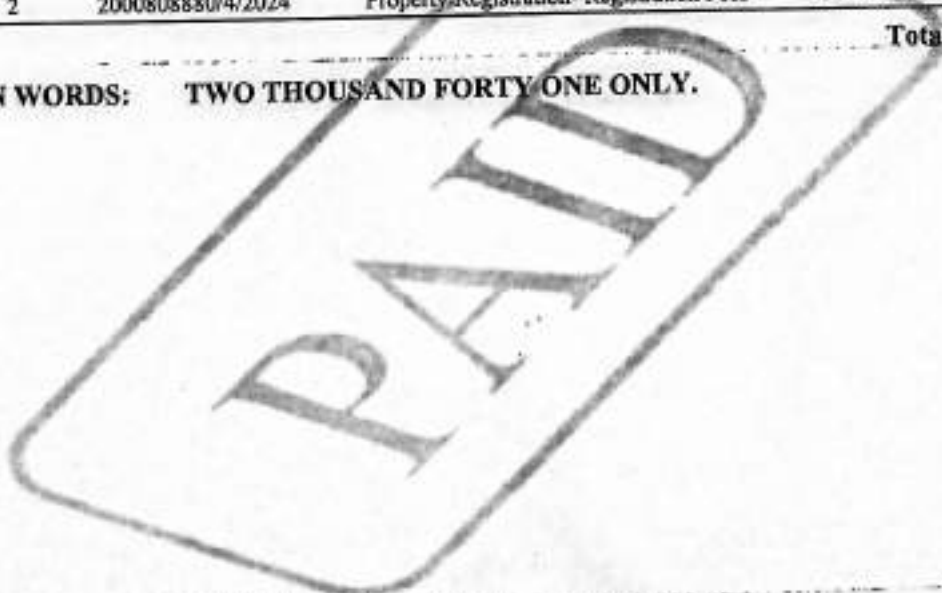
Depositor Details

Depositor's Name: ROCKY ENTERPRISE
Address: 88, R. S. ROAD
Mobile: 8910121422
Depositor Status: Others
Query No: 2000808880
Applicant's Name: Mr Gopal Sarkar
Identification No: 2000808880/4/2024
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 01/04/2024
Period To (dd/mm/yyyy): 01/04/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000808880/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	2020
2	2000808880/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	2041

IN WORDS: TWO THOUSAND FORTY ONE ONLY.



Major Information of the Deed

Deed No :	I-1506-03440/2024	Date of Registration	03/04/2024
Query No / Year	1506-2000808880/2024	Office where deed is registered	
Query Date	27/03/2024 2:45:52 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Gopal Sarkar 100, South Sinthee Road, Thana : Sinthi, District : North 24-Parganas, WEST BENGAL, PIN - 700030, Mobile No. : 9831981874, Status :Solicitor firm		
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. 3/-	Rs. 39,01,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Hind Colony, Mouza: Satgachi, , Ward No: 24, Holding No:24 JI No: 20, Pin Code : 700028

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3894 (RS :-)	LR-3519	Bastu	Bastu	1 Katha 2 Chatak	1/-	18,22,500/-	Property is on Road Adjacent to Metal Road,
L2	LR-3894 (RS :-)	LR-6949	Bastu	Bastu	1 Katha 2 Chatak	1/-	18,22,500/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			3.7125Dec	2 /-	36,45,000 /-	
	Grand Total :				3.7125Dec	2 /-	36,45,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	300 Sq Ft.	1/-	2,56,500/-	Structure Type: Structure
	Gr. Floor, Area of floor : 300 Sq Ft.,Residential Use, Tiles Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete				
	Total :	300 sq ft	1/-	2,56,500 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs POMPY PAUL Wife of Mr SAMARENDRA PAUL Executed by: Self, Date of Execution: 03/04/2024 , Admitted by: Self, Date of Admission: 03/04/2024 ,Place : Office		 Captured	
	03/04/2024		LTI 03/04/2024	03/04/2024
BHAIKAB BHAVAN, GROUND FLOOR, FLAT NO. G1, 65, BAGUIATI 3rd LANE, City:- , P.O:- DUM DUM, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India , PAN No.:: DAxxxxxx4P, Aadhaar No: 64xxxxxxxx0831, Status :Individual, Executed by: Self, Date of Execution: 03/04/2024 , Admitted by: Self, Date of Admission: 03/04/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	S G DEVELOPER 218, GORKSHABASI ROAD, City:- , P.O:- DUM DUM, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 , PAN No.:: AExxxxxx3A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs MOUMITA DAS (Presentant) Wife of Mr SANJAY DAS Date of Execution - 03/04/2024 , , Admitted by: Self, Date of Admission: 03/04/2024, Place of Admission of Execution: Office		 Captured	
	Apr 3 2024 11:53AM		LTI 03/04/2024	03/04/2024
7/27, GORAKSHABASI ROAD, City:- , P.O:- DUM DUM, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ATxxxxxx5M, Aadhaar No: 50xxxxxxxx6256 Status : Representative, Representative of : S G DEVELOPER (as partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr MADHU DAS Son of Late GOURANGA CHANDRA DAS NATAGARH, SODEPUR, City:- , P.O:- NATAGARH, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700113		 Captured	
	03/04/2024	03/04/2024	03/04/2024

Identifier Of Mrs POMPY PAUL, Mrs MOUMITA DAS

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs POMPY PAUL	S G DEVELOPER-1.85625 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mrs POMPY PAUL	S G DEVELOPER-1.85625 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs POMPY PAUL	S G DEVELOPER-300.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Hind Colony, Mouza: Satgachi, ,
Ward No: 24, Holding No:24 JI No: 20, Pin Code : 700028

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3894, LR Khatian No:- 3519	Owner:ঈশ্বর বাসাকী, Gurdian:বন্দর বাসাকী, Address:বিল , Classification:বল, Area:0.01860000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 3894, LR Khatian No:- 6949	Owner:ঈশ্বর বাসাকী, Gurdian:বন্দর , Address:বিল , Classification:বল, Area:0.01860000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 150603440 / 2024

On 03-04-2024

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

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

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

Presented for registration at 10:24 hrs on 03-04-2024, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mrs MOUMITA DAS .

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 39,01,500/-

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

Execution is admitted on 03/04/2024 by Mrs POMPY PAUL, Wife of Mr SAMARENDRA PAUL, BHAIRAB BHAVAN, GROUND FLOOR, FLAT NO. G1, 65, BAGUIATI 3rd LANE, P.O: DUM DUM, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession House wife

Identified by Mr MADHU DAS, , Son of Late GOURANGA CHANDRA DAS, NATAGARH, SODEPUR, P.O: NATAGARH, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Business

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

Execution is admitted on 03-04-2024 by Mrs MOUMITA DAS, partner, S G DEVELOPER (Partnership Firm), 218, GORKSHABASI ROAD, City:- , P.O:- DUM DUM, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028

Identified by Mr MADHU DAS, , Son of Late GOURANGA CHANDRA DAS, NATAGARH, SODEPUR, P.O: NATAGARH, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/04/2024 3:44PM with Govt. Ref. No: 192024250000952771 on 01-04-2024, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CK00AKMFK0 on 01-04-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3682, Amount: Rs.5,000.00/-, Date of Purchase: 28/03/2024, Vendor name: Ranjita Paul

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/04/2024 3:44PM with Govt. Ref. No: 192024250000952771 on 01-04-2024, Amount Rs: 2,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CK00AKMFK0 on 01-04-2024, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey

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

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2024, Page from 106323 to 106362
being No 150603440 for the year 2024.



Kaustava Dey

Digitally signed by KAUSTAVA DEY
Date: 2024.04.04 12:14:34 +05:30
Reason: Digital Signing of Deed.

(Kaustava Dey) 04/04/2024

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