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Certified that the document is admitted for registration. The signature sheets and the endroement sheets attached with this document are the part of this document.

District Sub-Register-III
 Alipore, South 24-pargana.

17 JAN 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made on this the 17th day of January, Two Thousand and Twenty four (2024)

BETWEEN

[Handwritten signature and scribbles]

(1) **SUJIT KUMAR BANERJEE, alias SUJIT KUMAR BANDYOPADHYAY** (PAN NO, ACXPB7819F), (Aadhaar No. 559764480373), son of Late Sushil Kumar Banerjee, alias Sushil Kumar Bandyopadhyay by faith Hindu, by occupation retired and (2) **SUNIT KUMAR BANERJEE, alias SUNIT BANERJEE**, (PAN NO. BGRPB7926A), (Aadhaar No. 869602908366) son of Late Sushil Kumar Banerjee, alias Sushil Banerjee, by faith Hindu, by occupation retired all by nationality Indian residing at 46/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata-700026, hereinafter jointly referred to as "**OWNERS/FIRST PART**" which unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assignees of the "**ONE PART**."

AND

BOSE DEVELOPER (PAN NO. ALCPB2684A), a proprietorship firm having its registered office at 49/1 Gurupada Halder Road, Police Station Kalighat, Kolkata-700026, represented by its proprietor **GOPA BOSE (PAN ALCPB2684A)**, (Aadhaar No.240742704624) wife of Prasanta Bose, by faith Hindu, by occupation Business, by Nationality Indian, residing at 49/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, hereinafter called and referred to as "**DEVELOPER/SECOND PART**" which unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assignees of the "**OTHER PART**".

WHEREAS one Thakonath Banerjee was in exclusive possession of the **ALL THAT** piece and parcel of the land measuring about 5 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083, by the virtue of the deed of conveyance which was registered at District Registrar Alipore 24 parganas recorded in Book No. 1, Volume No. 36, Page No. 184 -185, Being No. 2950 for the year of 1889 more fully described in the **First Schedule**.

AND WHEREAS said Thakonath Banerjee transfer his 1 Cottah out of 5 Cottahs more or less to his sister Narayani

Devi and thus he became the absolute owner of **ALL THAT** piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083 thereof.

AND WHEREAS said Thakonath Banerjee died intestate and his wife predeceased leaving behind survival his only son Charu Chandra Banerjee as the legal heir, successor and representative of Late Thakonath Banerjee in respect of **ALL THAT** piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083, more fully described in the **First Schedule**.

AND WHEREAS said Charu Chandra Banerjee became the owner of **ALL THAT** piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083, more fully described in the **First Schedule**.

AND WHEREAS Charu Chandra Banerjee died intestate and his wife died intestate leaving behind surviving his only son Sushil Kumar Banerjee as the legal heir, successor and representative of Late Charu Chandra Banerjee of **ALL THAT** piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083.

AND WHEREAS Sushil Kumar Banerjee died intestate on 29.04.1976, leaving behind surviving his wife Puspa Rani Banerjee and two sons i.e. Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee, as the legal heirs, successors and representative of Late Sushil Kumar Banerjee in respect of

ALL THAT piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083 herein.

AND WHEREAS said Puspa Rani Banerjee, Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee jointly became the owners of **ALL THAT** piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083 District South 24 Parganas and each undivided 1/3rd share of the said property herein.

AND WHEREAS in consideration of the natural love and affection Smt. Puspa Rani Banerjee freely and willingly accorded and decided without being influenced by any person or persons desirous of making absolute and unconditional free gift of her undivided share of Bastu land measuring more or less 1 Cottahs 5 Chittacks 15 sq.,ft. more or less out of 4 Cottahs more or less together with two storied 130 years old dilapidate building measuring about undivided 566.5 sq.,ft. out of 1700 sq.ft. in the ground floor and measuring about undivided 566.5 sq.ft. out of 1700 sq.ft. more or less on the First floor which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under ward No. 083, in the District of South 24 parganas absolutely and forever equally to her two sons Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee.

AND WHEREAS thus said Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee became the absolute owners of the aforesaid property by the virtue of the Gift Deed which was registered at Alipore, South 24 Pdns, recorded in Book No. 1, Volume No. 1603-2023, Page No. 482292 to 482308, Being No. 160317784 For the year 2023 and Puspa Rani Banerjee therein mentioned as the Donor and her two sons Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee as the Donee of undivided 1/3rd share.

AND WHEREAS the owners/first part herein with a view to exploit the said land and structure in habitable manner made a proposal to the Developer for formulating a scheme for development of the said described in the First **SCHEDULE** herein under written and construct a multi storied residential building consisting several self contained ownership flats, and after demolishing the existing old structures thereon and after careful consideration of the owners the developers have become satisfied about the benefits and advantages arising out of the said construction and hence the developer agreed to construct the said new building on the said premises of the owners in pursuance of this agreement on certain terms and conditions mentioned hereunder.

ARTICLE-1 DEFINITION

A. IN THIS AGREEMENT unless it be contrary or repugnant to the subject or context the words and expression shall mean:

1. **Owners shall mean:** the owners namely (1) **SUJIT KUMAR BANERJEE, alias SUJIT KUMAR BANDYOPADHYAY** (PAN NO, ACXPB7819F), (Aadhaar No. 559764480373), son of Late Sushil Kumar Banerjee, alias Sushil Kumar Bandyopadhyay by faith Hindu, by occupation retired and (2) **SUNIT KUMAR BANERJEE, alias SUNIT BANERJEE**, (PAN NO. BGRPB7926A), (Aadhaar No. 869602908366) son of Late Sushil Kumar Banerjee, alias Sushil Banerjee by faith Hindu, by occupation retired all by nationality Indian residing at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) P.O. Kalighat, Kolkata-700026, and their legal heirs, executors, administrators, administrators, legal representatives and / or assigns.
2. **Developer shall mean:** she developer above named **BOSE DEVELOPER** a proprietorship firm having its registered office at 49/1 Gurupada Halder Road, Police Station Kalighat, Kolkata-700026, represented by its proprietor **GOPA BOSE (PAN ALCPB2684A)**, (Aadhaar No.240742704624) wife of Prasanta Bose,

by faith Hindu, by occupation Business, by Nationality Indian, residing at 49/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026.

3. **SAID PREMISES:** shall mean the Premises No. 46/1, Gurupada Halder Road, Kolkata- 700026, within the local limits of K.M.C. being Ward No. 83 under the jurisdiction of Kalighat P.S. (formerly Bhowanipur) under ADSR and DSR 1 at Alipore measuring more or less 4 Cottah 00 Chittaks 00 sq. ft. together with two storied old dilapidate structure and other which is more fully and particularly described as **FIRST SCHEDULE** in the district of south 24, Parganas.
4. **THE PROPOSED BUILDING** shall mean the building proposed to be constructed at the said premises of the Owners/First part of the concerning Authority of the said jurisdiction.
5. **OWNERS ALLOCATION:** One 3 BHK flat on the first floor of the Southern side, one 3 BHK flat on the 3rd floor of the Southern side, one 1 BHK flat on the third floor of the Northern side, one 1BHK flat on the second floor of the Northern side, 50% of the Car Parking in the ground floor. Till handing over the owners allocation one shifting shall be provided by the Developer of Rs 20000/ per month-(Rupees Twenty thousand) only and Rs.40,000/- (Rupees Forty thousand) only as the advance adjustable from the monthly rent .
6. **DEVELOPERS ALLOCATION:** Shall mean remaining part of the said proposed newly constructed building after delivering the owners allocation of the said Premises in respectively and the proportionate common spaces with undivided share of land and rights of all facilities, common areas, utilities and benefits of the said building including all the space of the vacant land in the ground floor after giving tenants allocation of 600 sft built up area and 3rd floor northside terrace right. The developer has the right to enter into an agreement for sale and/or transfer lease or in any way deal with the same as the absolute owner and to receive the total consideration amount against any flat or spaces from the intending purchaser(s) thereof in the manner hereinafter provided.

7. **PROVISION:** Shall mean that the owners of the said premises is free from any legal case or litigation and that the OWNERS have not entered into any agreement with any other developer in the past and hereby give their consent to construct a good-looking building therein. Any dispute in this regard arises during the project owners shall be solely responsible and till the matter resolves shifting charges shall be ceased.
8. **ARCHITECT/LICENSED BUILDING SURVEYOR:** shall mean any such qualified architect or architects/building surveyor as may be appointed/nominated by the developer from time to time for the project at the said premises.
9. **TIME:** The building shall be constructed and to be completed within 24 months + 6 months extension (grace period) from the date of obtaining sanctioned building plan from the Kolkata Municipal Corporation of the said land subject to any delay due to force majeure. OWNERS shall be intimated well in advance to vacate the premises and the owners shall move to their intermediate accommodation with all their belongings within 20 days from the date of intimation.
10. **FORCE MAJEURE:** shall mean and include an event preventing either party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.
11. **TRANSFER:** with its grammatical variation shall include transfer by a possession and by any other means adopted for effecting what is understood as a transferred

of space in the newly constructed building to the intending purchaser(s) thereof.

12. **TRANSFeree:** Shall mean a person, persons firm, association to whom space in the said newly proposed building at the said premises to be transferred by virtue of these presents.
13. **COMMON PORTION:** shall mean and include southern side roof terrace, all passage, corridors, staircase, common lavatories, pump room, over head tank, water and other facilities which will be provided by the Developer which have been set out in the Schedule Premises hereunder written and the area required for establishment, location, enjoyment provisions and / or management of the building.
14. **SALABLE SPACE:** shall mean and include the space of the developer's allocation including the entire area in the ground floor after tenant's rehabilitation and 50% of the car parking space of the owner's allocation and 3rd floor north side roof right of the newly proposed building which is available for independent use and occupation after making due provisions for common facilities and the space required therefore and the owners shall have neither any objection for any construction work in the ground floor and for the 3rd floor north side roof right, nor any demand for additional money as compensation

COMMENCEMENT:-

The agreement shall be in force from the date of signing this agreement and shall remain in force for a period of 24 months plus grace period from the date of obtaining sanctioned building plan by the owners to the Developer, but time may be extended in case of the force majeure. Time in respect shall be the essence of contract.

This agreement shall cease to operate earlier than the aforesaid period in the event of complete transfer of all the allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the owners allocations.

THE OWNERS RIGHT & REPRESENTATION: -

- A. That the owners are the full and absolute joint owners of the said Premises free from all encumbrances as free simple in possession.
- B. Save and except as herein before mentioned, the said premises is free from all encumbrances and the owners have a marketable title in respect of the said premises.
- C. The owners shall deliver or hand over all original documents relating to the said property which are in possession and control of the owner at the time of execution of this agreement to the developer herein and the Developer shall return the said documents after completion of building and after transferring possessions to the owner and also after registering of documents in favour of intending purchaser/purchasers.
- D. The developer will share and discuss the proposed building plan with the owners for a better suggestion and planning.
- E. The owners shall have the liberty to enter into any agreement for sale with individual owner to purchase their respective share of allocation and hence have the full right to execute to any agreement for sale, transfer and convey the owners allocation and give possession to the purchaser or purchasers in accordance with the statutory profession as applicable to such building.

THE DEVELOPERS RIGHT & REPRESENTATION:

- a. That the owners hereby grant subject to what has been herein under provided exclusive right to the developer to develop and construct building at the said premises with or without any amendment and /or modification. If there is any violation, Developer will be responsible and the owners will not be liable to the Kolkata Municipal Corporation or any other authority for work of construction by the developer.
- b. All application and other documents as may be required by the developer shall be prepared and submitted by the developer on behalf of the owners at the cost and expenses of the developer and the owners shall sign and execute all such papers and documents as and when

necessary and the developer shall pay and bear all costs charges and expenses for the development of the said premises and the owners shall have no responsibility to bear any cost whatsoever.

- c. That except the owner's allocation or owners allotted portion in the said premises, the developer has full right to execute any agreement for sale, transfer and convey from the Developers Allocation to his/her choice.
- d. The developer shall be at liberty to enter into any agreement to sell their allotted portion in the said building to be constructed except the owners allocation as defined hereinabove and to give possession to the Purchaser/Purchasers and to enter into any agreement with them or execute conveyances in accordance with the statutory provisions applicable to such building in consultation/ informed consent of the owners.

DEVELOPER'S OBLIGATIONS:

- A) The Developer shall use and cause to be used such standard building materials as shall be specified by the licensed building surveyor of the building provided however proportion and quality of such materials shall confirm to the specification as herein stated below.
- B) The building shall be created, constructed and completed by the developer shall consist of the specification provided in schedule of specification hereunder written and all flats as well as common areas and facilities shall consist of and be provided with materials, fixture, fitting and facilities. Under no circumstances the Developer shall be entitled to claim or demand any payment of whatsoever nature from the owners in respect of erection, construction and completion of the said Owners allocated portion, complete in all respect.
- C) All costs charges, fees, taxes and expenses of whatsoever nature called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect including temporary and residential connection of water , sewerage, electricity and other amenities for the building shall be paid and borne by the Developer and the Owners have no responsibility and/or

liability towards payment of any dues , liabilities , cost charges and expenses of whatsoever nature relating to and / or arising there from any manner whatsoever.

- D) The developer shall be responsible and liable for payment and/or meeting all costs, charges fees and expenses of the said building materials, all permission and other requirements for erections, constructions, and completion of the building in totality. Under no circumstances the Owners shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other person or otherwise for erections, construction and completion of the said proposed new building or any part thereof or any other amount or account or for any other acts ,deeds, obligations and things by whatever name called that may be done executed or performed by the developer. The Developer shall at own costs and expenses cause to be required for supply of standard materials so as to ensure the progress of erection, construction and ultimate completion of building within the time frame specified herein.
- E) While dealing with and/or entering into any agreement and/or dealing with commitment relating to the Developers Allocation (as defined hereinafter) or any part thereof, the developer shall fully comply with observation, fulfill and perform the requirement under the law and while incorporation and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter . The owners shall not be responsible or liable for any commitments that may be made by the developer.

OWNERS OBLIGATION:

- a) That the owners hereby grant subject to what has been herein under provided exclusive right to the developer to develop and construct building at the said premises with or without amendment and /or modification. If there is any violation, Developer will be responsible, and the owners will not be liable to the Kolkata Municipal Corporation or any other authority for work of construction by the developer.

- b) All application and other documents as may be required by the developer shall be prepared and submitted by the developer on behalf of the owners at the cost and expenses of the developer and the owner shall sign and execute all such papers and documents as and when necessary and the developer shall pay and bear all costs charges and expenses for the development of the said premises and the owner shall have no responsibility to bear any cost whatsoever.
- c) That except the owners allocation or owners allotted portion in the said premises, the developer has full right to execute any agreement for sale, transfer and convey from the Developers Allocation to his/her choice.
- d) The developer shall be at liberty to enter into any agreement to sell their allotted portion in the said building to be constructed except the owners allocation as defined hereinabove and to give possession to the Purchaser/Purchasers and to enter into any agreement with them or execute conveyances in accordance with the statutory provisions applicable to such building.

CONSIDERATION:

1. The Land upon which the said building shall be erected and constructed and the apartment thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indefeasible and undivided whereas the owner/s shall be at liberty to deal with their allocated portions together with the undivided proportionate share or interest in the land as well as the common areas and facilities. The Developer shall similarly be entitled to deal with his allocated portion together with the undivided proportionate share or part of the said land as well as common areas and facilities in accordance with law.
2. The format of Draft indenture of Conveyance that may be required to be executed and registered by the said Owners unto and in favour of the Purchaser(s) in respect of the Developers allocation shall be prepared by the developer and the owners shall only execute indenture of conveyance(s) in respect of undivided proportionate share of land underneath attributable to the developer's allocated portion unto and in favour of the Purchaser(s) subject to the terms and conditions provided herein.

3. Subject to the above conditions contained herein the developer shall be entitled to enter into any agreement relating to his allocated portions or any part thereof on such terms and conditions and stipulations as he may deem fit and the owners shall execute indenture in respect of undivided proportionate share of land attributable to the Developers allocation unto and in favour of the Purchaser(s), all costs charges and expenses of the required value of stamp duty, registration costs, or incidental charges if any thereto shall be borne by the purchaser(s).

MISCELLANEOUS :

- 1) **THIS** Agreement shall always be treated as an agreement by and between Principle to the Owner/s and the Developer who have entered into the Agreement purely as a contract and nothing contained herein shall be deemed to construe or constitute as partnership between the owner(s) and the Developer or an Association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the developer by the Owners or as creating any right title or interest in respect thereof in favour of the developer other than an exclusive permission and right in favour of the developer to develop the same object to the terms and conditions of these presents.
- 2) All the old building materials or debris as comes out of the said demolition of the existing structure shall go to the custody of the developer and developer shall have every right to use the same at his own choice and discretion.
- 3) If any construction or land come out beyond the above mentioned DEVELOPERS ALLOCATION OF ARTICLE 1(A), POINT NO. 6 ,should be divided into 50:50 ratio with the owners.

ARBITRATION & JURISDICTION:

- 1) **The Parties** as far as possible shall try and resolve all disputes and differences which may arise amicably but in the event of such differences and/or disputes beyond amicable settlement then both the parties have agreed to refer the same to arbitration where each party shall be entitled to appoint one Arbitrator and the said two Arbitrators shall be entitled to appoint the Third Arbitrator and the same shall be deemed to be a reference within the meaning of Arbitration and Conciliation Act, 1996 Or any statutory modification or enactment for the time being thereto in force.
- 2) Courts at Kolkata shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these proceeds.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the land measuring about 4 Cottahs more or less together with two storied 90 years old dilapidate building each floor measuring about 1700sq.ft. which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083, hereunder and hereinafter referred to as the "said Premises" which is butted and bounded as follows:

- ON THE NORTH BY** : Gurupada Halder Road
- ON THE SOUTH BY** : 28, Sadananda Road and
47, Gurupada Halder Road
- ON THE EAST BY** : 46-46A, Gurupada Halder Road
- ON THE WEST BY** : 46/2 & 47, Gurupada Halder Road

**SECOND SCHEDULE ABOVE REFERRED TO
(Owners & Developer's Allocation)**

One three BHK flat on the first floor of the Southern side, one three BHK flat on the 3rd floor of the Southern side, one 1 BHK flat on the third floor of the Northern side, one 1BHK flat on the second floor of the Northern side, 50% of the Car Parking in the ground floor after allotting 600 sq. ft built up area in the groundfloor as tenant rehabilitation and area of Developer's

Allocation. Till handing over the owners allocation one shifting shall be provided by the Developer of Rs 20000/ per month- (Rupees Twenty thousand) only and Rs.40,000/- (Rupees Forty thousand) only as the advance adjustable from the monthly rent .

THIRD SCHEDULE ABOVE REFERRED TO

(Developers Allocation)

ALL THAT the newly constructed area except owners allocation mentioned Second Schedule hereinafter remaining portion out of total F.A.R., including 50% car parking space, entire ground floor after delivering tenants allocation of one 2BHK flat of 600 sft built up area, 3rd floor north side roof right together with proportionate share of land of the said Premise of the Owners and other facilities and amenities of the proposed building to be constructed at the said premises described in First Schedule herein above.

**FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON PORTION)**

1. Common parts, passages and main entrances to the Premises and the building.
2. Common Durwans living area (if any).
3. Common boundary walls and main gates.
4. Drainage and sewerage and all pipes and other installed for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use)
5. Electrical installations and its room and/or meter room (if any) transformer and electrical wiring and other fittings (excluding only those are installed within the exclusive area of any unit and/or exclusively for its use).
6. Staircase, Staircase landing and/or mid landings on all floors in the building.
7. Lobbies on all floors of the building(if permitted)
8. Water pump, water pump room, water reservoir, water tank and all common plumbing installation for carriages of water.
9. Such other common parts, areas, equipments, installations, fittings, fixtures of premises and the building as are necessary for passage to and/or user of the units in common by co-owners but expressly

excluding the and the parapet walls of the building as may be demarcated by the Developer/Confirming Party herein from time to time if any of the open land of the premises from exclusive use of any owners or occupier.

**FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. ALL costs of maintenance, operation, replacing, repairing, painting, lighting the common portion in the building including their common outer walls and stair case and landing.
2. The salary/wages of all persons employed for the common purposes including Durwans, security, sweeper, plumber, electrician etc.
3. All charges and deposit for supplies of common utilities to the co-owner in common.
4. Corporation tax , water tax and other levies in respect of the premises and the building have those separately assessed.
5. Costs of formation and operation of the association.
6. Costs of running maintenance, repair and replacement of pumps/motor and other common installations.
7. Electricity charges for the electrical energy consumed for the operation of the common services.
8. Any matter excluding this specification will be charged extra. One main common meter will be provided by the Developer. Electric meter for individual flats will be provided at the cost of individual flat owners.
9. External painting of the building will be made at the last phase of the construction of the building.

**SIXTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF THE CONSTRUCTION)**

(ALL STANDARD BUILDING MATERIALS WILL BE USED)

STRUCTURE & FOUNDATION	Building designed with R.C.C. Framework which rest on individual column design approved by KMC.
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WALLS	All the external walls shall be 8" thick brick wall with cement plaster 1:4 cement sand mortar. All internal partition walls shall be 3" thick brick with cement plaster 1:4 cement sand mortar
WINDOW	All windows shall be sliding aluminum window with 4 mm thick glass in M.S. Section integrated Grill and handles with two coat of synthetic enamel paint over a coat of RED oxide paint.
DOOR	All doors frame shall be 100/62 mm main Door and 75/62 mm internal doors one coat wood primer with synthetic enamel paint all shutter shall be 32 mm thick flash type doors would be out of flash type Door fitted with Ply Balcony doors will be fitted with one side commercial water proof. M.S. Hinges, handle aluminum Tower Bolt, shall be provided to main door.
KITCHEN	Floor tiles and Black stone kitchen platform with a cylinder space, sink, tap water connection and 3' ft. height glazed tiles above the platform.

TOILET	All toilets of western type of standard brand with standard PVC cistern. All fittings are of standard type. One hand basin (of standard type) in the dinning space along with one wash basin in one toilet of each flat.
FLOORING	All the flooring shall be done by Vitrified Floor Tiles with 6" skirting (all bedrooms, drawing, dinning space, verandah, bath room and kitchen space.
INTERNAL FINISH OF WALLS	All internal walls and ceiling of living room bedrooms kitchen, toilet & verandah shall be finished in Putty.
EXTERNAL WALLS	Painting of all external Walls will be painted with 1 coat snowcem followed by 2 coats of Berger/Asian/ or equivalent weathercoat paint.
SANITARY & PLUMBING	All the internal horizontal solid and wastewater line pipe shall be 50mm & 100 mm dia polythene pipes joint with cement mortar and exposed to wall. All the Rain Water pipes shall be 100 mm dia in good quality polythene. All the water supply

	<p>pipes line shall be exposed to wall. Toilets and W/C of 1 No. each White European Commode with Cistern, shower with cold/hot water provision in one bathroom, bath rooms fittings such as stopcock, bib cock, pillar cock etc. with Jaquar made will be in Nickelling steel.</p>
<p>ELECTRICAL S</p>	<p>Wiring will be concealed with standard wire high power voltage in polythene conduit all wires shall be of copper of standard quality. All switch board of M.S. Flush with Walls with Acrylic cover and Swtch of Anchor Brand.</p> <p>Bed rooms- two 5/15 amps plug point, 2 light points, 1 fan point, one plug point for AC , telephone charging point.</p> <p>Living/dining/kitchen-one 5 amp plug point, one 15 amp plug point, 2 fan points, one kitchen exhaust point.</p> <p>Toilet- two 5 amps plug point, one 15 amp plug point, One light point, one exhaust point.</p> <p>Common space- 5 amp plug point, light</p>

	<p>points at the entrance, landing, roof , garage , passage etc.</p> <p>Staff/driver/maid/guard toilet in the ground floor- one light point, one exhaust point.</p> <p>Electric meter room- common electric meter room on common passage and the developer shall bring the electric cable through CESC at their own cost upon the common meter room and the security amount to bring separate individual meter shall be borne by the owners. The owners have the right to bring electric meters of their own and that meter shall be installed at the common meter room only of the said premises.</p>
ROOF TREATMENT	Finished with net Cement.
WATER SUPPLY	Each flat will be provided water supply line from overhead PVC water tank. Overhead water tank shall be fitted and filled up by water from underground reservoir for all the flats as available from the K.M.C. water

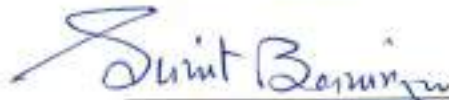
	supply line.
GENERAL	All the internal approach roads shall be cement concrete and on the edge of 3" brick point brick boundary wall up to height of 6' ft. with both side (if available) plaster and paint. One Main gate, each owner shall have separate meter and the cost will be borne by the Owners.

SIGNED, SEALED AND DELIVERED

by the **GRANTOR** herein at Kolkata in the presence of:

1. 
Ashish Das





SIGNATURE OF THE OWNERS

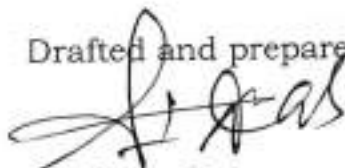
2.

BOSE DEVELOPER


Proprietor

SIGNATURE OF THE DEVELOPER

Drafted and prepared by:



Ashish Das

Advocate
Alipore Police Court
Kolkata-700027
F-663/09



MEMO OF CONSIDERATION

RECEIVED the sum of **Rs. 1,40,000/- (Rupees one Lakh and fourty thousand) only** as advance to be adjusted from monthly rent from the Developer in the following :

Date	Cheque No./Cash	Bank & Branch	Amount
10/11/2023	S38431518	INDUSIND BANK HAZRA ROAD	1,00,000/=
16/01/2024	509326	INDUDIND BANK HAZRA ROAD	40,000/=

Rs. 1,40,000/- (Rupees one Lakh and fourty thousand)

WITNESSES:

(1)

Handwritten signature
A. S. S.

Handwritten signature
Sujit Kumar Sanyal
Handwritten signature
Smit Banerjee

SIGNATURE OF THE OWNERS

(2)

SPECIMEN FORM FOR TEN FINGERPRINTS



Syjit K. Khandekar Sandeep and Dhruv

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Smit B. Bhatnagar

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Apurva Bhatnagar

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Major Information of the Deed

Deed No :	I-1603-00624/2024	Date of Registration	17/01/2024
Query No / Year	1603-2000128084/2024	Office where deed is registered	
Query Date	16/01/2024 7:29:16 AM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	A Das Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836298108, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,40,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,28,97,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 1,453/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip,(Urban area)		

Land Details :



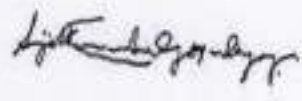



District: South 24-Parganas, P.S.- Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gurupada Halder Road, , Premises No: 46/1, , Ward No: 083 Pin Code : 700026

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha	1/-	1,15,20,000/-	Property is on Road
Grand Total :				6.6Dec	1 /-	115,20,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3400 Sq Ft.	1/-	13,77,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 90 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 90 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		3400 sq ft	1 /-	13,77,000 /-	


Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SUJIT KUMAR BANDYOPADHYAY, (Alias: Mr SUJIT KUMAR BANERJEE) Son of Late SUSHIL KUMNAR BANERJEE Executed by: Self, Date of Execution: 17/01/2024 , Admitted by: Self, Date of Admission: 17/01/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	17/01/2024	17/01/2024	17/01/2024	
46/1, GURUPADA HALDER ROAD, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ACxxxxxx9F, Aadhaar No: 55xxxxxxxx0373, Status :Individual, Executed by: Self, Date of Execution: 17/01/2024 , Admitted by: Self, Date of Admission: 17/01/2024 ,Place : Office				
2	Name Mr SUNIT BANERJEE, (Alias: Mr SUNIT KUMAR BANERJEE) Son of Late SUSHIL KUMAR BANERJEE Executed by: Self, Date of Execution: 17/01/2024 , Admitted by: Self, Date of Admission: 17/01/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	17/01/2024	17/01/2024	17/01/2024	
46/1, GURUPADA HALDER ROAD, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: BGxxxxxx6A, Aadhaar No: 86xxxxxxxx8366, Status :Individual, Executed by: Self, Date of Execution: 17/01/2024 , Admitted by: Self, Date of Admission: 17/01/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BOSE DEVELOPER 49/1, GURUPADA HALDER ROAD, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.: ALxxxxxx4A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs GOPA BOSE (Presentant) Wife of PRASANTA BOSE Date of Execution - 17/01/2024, , Admitted by: Self, Date of Admission: 17/01/2024, Place of Admission of Execution: Office		 Captured	
	Jan 17 2024 2:21PM 49/1, GURUPADA HALDER ROAD, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24- Parganas, West Bengal, India, PIN:- 700026, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx4A, Aadhaar No: 24xxxxxxxx4624 Status : Representative, Representative of : BOSE DEVELOPER (as PROPRIETOR)	LTI 17/01/2024	17/01/2024	

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Ashok Das Son of Mr S C DAS ALIPORE, City:- , P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	17/01/2024	17/01/2024	17/01/2024
Identifier Of Mr SUJIT KUMAR BANDYOPADHYAY, Mr SUNIT BANERJEE, Mrs GOPA BOSE			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SUJIT KUMAR BANDYOPADHYAY	BOSE DEVELOPER-3.3 Dec
2	Mr SUNIT BANERJEE	BOSE DEVELOPER-3.3 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SUJIT KUMAR BANDYOPADHYAY	BOSE DEVELOPER-1700.00000000 Sq Ft
2	Mr SUNIT BANERJEE	BOSE DEVELOPER-1700.00000000 Sq Ft

Endorsement For Deed Number : I - 160300624 / 2024

On 17-01-2024

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 12:37 hrs on 17-01-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mrs GOPA BOSE ..

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 1,28,97,000/-

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

Execution is admitted on 17/01/2024 by 1. Mr SUJIT KUMAR BANDYOPADHYAY, Alias Mr SUJIT KUMAR BANERJEE, Son of Late SUSHIL KUMAR BANERJEE, 46/1, GURUPADA HALDER ROAD, P.O: KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Retired Person, 2. Mr SUNIT BANERJEE, Alias Mr SUNIT KUMAR BANERJEE, Son of Late SUSHIL KUMAR BANERJEE, 46/1, GURUPADA HALDER ROAD, P.O: KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Retired Person

Identified by Mr Ashok Das, ., Son of Mr S C DAS, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 17-01-2024 by Mrs GOPA BOSE, PROPRIETOR, BOSE DEVELOPER (Sole Proprietorship), 49/1, GURUPADA HALDER ROAD, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Identified by Mr Ashok Das, ., Son of Mr S C DAS, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,453.00/- (B = Rs 1,400.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,421/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/01/2024 6:50AM with Govt. Ref. No: 192023240350525378 on 17-01-2024, Amount Rs: 1,421/-, Bank: SBI EPay (SBIEPay), Ref. No. 8474013382322 on 17-01-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 915, Amount: Rs.5,000.00/-, Date of Purchase: 16/01/2024, Vendor name: Tamal Dutta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/01/2024 6:50AM with Govt. Ref. No: 192023240350525378 on 17-01-2024, Amount Rs: 15,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 8474013382322 on 17-01-2024, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 18653 to 18681

being No 160300624 for the year 2024.



Dhar

Digitally signed by Debasish Dhar
Date: 2024.01.18 11:22:16 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 18/01/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.