

07198/22

2-7191/2022

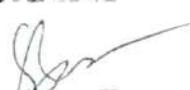


বঙ্গল পৰিষম পঞ্চাল WEST BENGAL

65AB 516075

Certified that the document is admitted
Registration. The signature sheets and the
endorsement sheets attached with the
document are the part of this document.

3/6
11/6/2022
B-1
645377


District Sub-Register-II
Alipore, South 24-Parganas

03 JUN 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this
3rd day of, JUNE 2022 (Two Thousand Twenty Two)

BETWEEN

4685

23 MAR 2022

NO..... DATE..... RS.....

NAME.....

ADDRESS.....

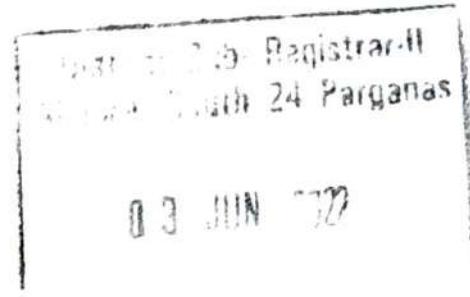
ALIPORE JUDGES COURT
A. K. SAMAJPATI


SIGNATURE

D. CHOWDHURY
(Advocate)
Alipore Judges Court
Kolkata - 700 027



Identified by me
Rishabh Ch. Majumdar
Advocate
Alipore Judges Court
Kol-27



SMT. MINATI GHOSH PAN No. – CHLPG0053R, Aadhaar No. – 7533 4916 4576, wife of Sri Ashok Ghosh, by Nationality – Indian, by faith – Hindu, by occupation House wife, residing at Dwarir Road, Rajpur Sonerpur (M) P.O & P.S.- Dakshin Jagatdal, and also 31B, Kalipur Kachha Road, P.O & P.S.- Haridevpur, Kolkata – 700082. Dist. South 24 Parganas, hereinafter jointly called and referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives, and assigns) of the **ONE PART.**

AND

M/S. S. S. ENTERPRISE, a Partnership Firm having **PAN – AESFS3340D**, having its office at 14/1, Mahatma Gandhi Road, P.O. & P.S. – Haridevpur, Kolkata – 700082, District South 24 Parganas, represented by its Partners namely 1) **SMT. SUPARNA HALDER, PAN NO. – AGDPH0489D, Aadhaar No. – 9068 8498 7267**, daughter of Subir Halder, by Nationality - Indian , by faith Hindu , By Occupation Business, residing at 7/1/13, Karunamoyee Ghat Road, P.O. & P.S - Haridevpur, Kolkata- 700082, and 2) **SMT SAMPA DAS, PAN – AESPD5948L, Aadhaar No.- 7173 0674 1838**, daughter of Niranjan Das by Nationality -Indian, by faith Hindu, By Occupation Business, residing at 140/3, Panchanantala Road, P.O. & P.S - Paschim Putiary, Kolkata- 700041, Dist.- South 24 Parganas, hereinafter referred to as the **DEVELOPER** (which

expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives, and assigns) of the **OTHER PART.**

WHEREAS, one Sk. Nimai Mina son of Sahebjan Mina residence of Haridevpur P.S. – Haridevpur, District South 24 Parganas, while by law of inheritance being owned seized possessed and sufficiently entitle to **ALL THAT** piece and parcel of land measuring about 3 Cottahs 6 Chittaks 35 Sq. Ft. out of 44 decimals in respect of R.S. & L.R. Dag No. 436 under R.S. Khatian No.- 4237 corresponding to L.R. Khatian No. 5777, situated in Mouza – Haridevpur, J.L. No.- 25, District Collectorate Touzi No.- 35, R.S.-35, Pargana – Balia, within the limits of the Kolkata Municipal Corporation **Ward No. 122**, District South 24 Parganas, sold conveyed and transferred **ALL THAT** piece and parcel of land measuring about 3 Cottahs 6 Chittaks 35 Sq. Ft. out of 44 decimals in respect of R.S. & L.R. Dag No. 436 under R.S. Khatian No.- 4237 corresponding to L.R. Khatian No. 5777, situated in Mouza – Haridevpur, J.L. No.- 25, District Collectorate Touzi No.- 35, R.S.-35, Pargana – Balia, within the limits of the Kolkata Municipal Corporation **Ward No. 122**, District South 24 Parganas, for a valuable consideration, mentioned therein and the said Deed has been registered in the office of the D.S.R.-II, Alipore South 24 Parganas, and recorded in Book No. – 1, Volume No. – 176, pages from 163 to 168, being

No. - 4862, for the year 2003, to the present owner Smt Minati Ghosh, and said Minati Ghosh wife of Ashok Ghosh has mutated her name in the record of the KMC and the said property became known numbered as **KMC Premises No. 2306, Mahatma Gandhi Road**, corresponding to mailing address **31B, K. K. Kancha Road**, and Assessed for taxation vide Assessee No. 411220741416, P.S.- previously Thakurpukur presently Haridevpur, Kolkata - 700082, District - South 24 Parganas, and she has constructed a single storied residential building measuring about 500 sq. ft. thereon and paying taxes regularly in the concern Municipal office and the said property has been mutated and recorded in the BL & LRO and recorded the property in her name with in R.S. & L.R. Dag No. 436 under R.S. Khatian No.- 4237 corresponding to L.R. Khatian No. 5777, situated in Mouza - Haridevpur, J.L. No.- 25, District Collectorate Touzi No.- 35, R.S.-35, Pargana - Balia, as classification of land as **BASTU**, which is more particularly described in the **SCHEDULE - 'A'** hereunder written.

AND WHEREAS, presently the Owner herein do hereby are occupying and enjoying the aforesaid landed property as sixteen annas owner and enjoying the same without any disturbances from any corner

AND WHEREAS the Developer herein being engaged in the business of developing and promoting and sponsoring construction of building having its own financial resources to

carry out any development scheme, including construction of building taking up all the responsibilities regarding preparation and sanction of plan for construction and engage Engineers, Masons and labours and also put in resources for building materials and supervise during the course of construction of the proposed building and to procure prospective purchasers of flats, except those which have been allotted to the owner by virtue of this agreement and other spaces to be built as per the sanctioned plan.

AND WHEREAS the owner has approached the Developer to develop the above said property and to commercially exploit the same for construction and on the terms and conditions hereinafter appearing.

AND WHEREAS at or before the execution of this agreement the said owner has represented and assured the Developer as follows:

- a) That the said premises is free from all encumbrances charges, liens, lispendens , attachments, trusts, whatsoever or howsoever.
- b) That excepting the said Owner nobody has/have any right, title, interest claim or demand whatsoever or howsoever upon the said premises.

c) That there is no notice of acquisition or requisition pending in respect of the said premises.

AND WHEREAS relying on the aforesaid representation and believing the same to be true and acting on the faith thereof and the Developer has agreed to develop the said premises for the consideration and on the terms and conditions as hereinafter appearing.

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

1. In this Agreement unless it is contrary or repugnant to the context or meaning, the following expressions will have the meaning given against each of them:

a) **PREMISES** : shall mean **ALL THAT** piece and parcel of land measuring about 3 Cottahs 6 Chittaks 35 Sq. Ft. out of 44 decimals together with 500 sq. ft. ~~kancha~~ structure lying and situated R.S. & L.R. Dag No. 436 under R.S. Khatian No.- 4237 corresponding to L.R. Khatian No. 5777, situated in Mouza - Haridevpur, J.L. No.- 25, District Collectorate Touzi No.- 35, R.S.- 35, Pargana - Balia, being **K.M.C. Premises No. 2306, Mahatma Gandhi Road**, vide Assessee No. 411220741416, within the limits of the Kolkata Municipal Corporation **Ward No. 122**, P.S.- previously Thakurpukur presently Haridevpur, Kolkata - 700082, District - South 24 Parganas, more fully and

particularly described in the **SCHEDULE - " A"** hereunder written.

b) **PLAN** : shall mean the building plan to be prepared by the Architect, Engineer to be appointed by the Developer for the elevation, design, drawings and specification of the building as prepared by the Architect with variation therein ,if any, made with the approval of the Architect and the Kolkata Municipal Corporation, to be submitted within 30 days from the date of handing over the physical possession of the above said **SCHEDULE - " A"** landed property.

c) **BUILDING** : shall mean the ground plus three (G+III) building to be constructed at the said premises with necessary additional structures as may be decided by the Developer but in accordance with the plan/plans to be sanctioned by the Kolkata Municipal Corporation.

d) **OWNER:** shall mean SMT. MINATI GHOSH PAN No. - CHLPG0053R, Aadhaar No. - 7533 4916 4576, wife of Sri Ashok Ghosh, by Nationality - Indian, by faith - Hindu, by occupation House wife, residing at Dwarir Road, Rajpur Sonerpur (M) P.O & P.S.- Dakshin Jagatdal, and also 318, Kalipur Kachha Road, P.O & P.S.- Haridevpur, Kolkata - 700082. Dist. South 24 Parganas, and his heirs, executors, legal representatives, administrators and assigns.

e) **DEVELOPER:** shall mean **M/S. S. S. ENTERPRISE**, a Partnership Firm having **PAN - AESFS3340D** having its office at 14/1, Mahatma Gandhi Road. P.O. & P.S. - Haridevpur, represented by its Partners namely 1) **SMT. SUPARNA HALDER, PAN NO. - AGDPH0489D, Aadhaar No. - 9068 8498 7267**, daughter of Subir Halder, by Nationality - Indian , by faith Hindu , By Occupation Business, residing at 7/1/13, Karunamoyee Ghat Road, P.O. & P.S - Haridevpur, Kolkata-700082, and 2) **SMT SAMPA DAS, PAN -AESPD5948L, Aadhaar No.- 7173 0674 1838**, daughter of Niranjan Das by Nationality -Indian, by faith Hindu, By Occupation Business, residing at 140/3, Panchanantala Road, P.O. & P.S - Paschim Putiary, Kolkata- 700041, Dist.- South 24 Parganas, and include its successors-in-office, executors , legal representatives etc.

f) **COMMON FACILITIES :** shall mean and include the parts and equipment's provided and /or reserved in the said land and/or in the said new building for common use and enjoyment and fully described in the **SCHEDULE - "E"** hereunder written.

g) **OWNER' ALLOCATION :** shall mean i.e. entire First Floor and one (01) flat measuring 350 sq. ft. covered area on the ground floor and 02 (two) numbers of covered garage/s, on the ground floor and the Developer will pay a forfeit amount of **Rs.15,00,000/- (Rupees Fifteen Lakhs) only** at the time of the registration of the Development Agreement and Registration

Development Power of Attorney of the **SCHEDULE "A"** property as the **OWNER'S** allocation at **K.M.C. Premises No. 2306, Mahatma Gandhi Road**, vide Assessee No. 411220741416, within the limits of the Kolkata Municipal Corporation **Ward No. 122**, P.S.- previously Thakurpukur presently Haridevpur, Kolkata - 700082, District - South 24 Parganas, together with the undivided proportionate share of land and other common facilities and amenities attached thereto at the said premises more fully and particularly described in the **SCHEDULE-'B"** hereunder written.

h) **DEVELOPER'S ALLOCATION** : shall mean i.e. entire Second floor consisting of several self-contained residential flats, entire Third floor consisting of several self-contained residential flats, and one (01) flat on the Ground Floor measuring about 350 sq. ft. covered area and 02 (two) numbers of covered garage/s, on the ground floor together with the undivided proportionate share of land and other common facilities and amenities attached thereto at the said premises at **K.M.C. Premises No. 2306, Mahatma Gandhi Road**, vide Assessee No. 411220741416, within the limits of the Kolkata Municipal Corporation **Ward No. 122**, P.S.- previously Thakurpukur presently Haridevpur, Kolkata - 700082, District - South 24 Parganas, more fully and particularly described in the **SCHEDULE-'C"** hereunder written.

i) **COMMON EXPENSES** : shall mean the expenses for common purpose including those mentioned in the **SCHEDULE-"F"** hereunder written.

J) **CONSTRUCTED SPACE** : shall mean the space in the building available for independent use and occupation including the space demarcated for common facilities and services as per sanction plan.

k) **ARCHITECT** : shall mean any qualified person or persons or firm s appointed or nominated by the Developer, as the Architects for construction of the said building.

2. This Agreement has commenced and / or shall be deemed to have commenced on and with effect from (hereinafter called **THE COMMENCEMENT DATE**) and shall remain in force till such time the new building on the said premises is completed.

3. Within next 15 days from the execution and registration of the Development Agreement and Development Power of Attorney the Owner will hand over symbolic physical possession of the premises to the Developer.

4. That at the request of the owner the Developer has agreed to undertake a scheme of development of the said property by raising and constructing a new residential building thereon containing several independent flats, covered garage or

spaces as may be sanctioned by the Kolkata Municipal Corporation and other required authorities, and after completion of the construction of the proposed new building, the developers shall be entitled to dispose the only developer's allocation in any manner to any intending purchaser/ purchasers thereof as may be chosen and selected by the Developer.

5. The Owner hereby declare that she has a marketable title to the said entire premises without any claim, right, title or interest of any person thereon or therein and the owner has good right, title and absolute authority to enter into this agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against all and Third-Party claims action and demands whatsoever.

6. The Owner has not entered into agreement of any nature with any person or persons prior to execution of this agreement.

7. The Owner being entitled i.e. entire First Floor and one (01) flat measuring 350 sq. ft. covered area on the ground floor and 02 (two) numbers of covered garage/s, on the ground floor and the Developer will pay a forfeit amount of **Rs.15,00,000/- (Rupees Fifteen Lakhs) only** at the time of the registration of the Development Agreement and Registration Development Power of Attorney of the **SCHEDULE "A"** property as the **OWNER'S** allocation at **K.M.C. Premises No. 2306,**

Mahatma Gandhi Road, vide Assessee No. 411220741416, within the limits of the Kolkata Municipal Corporation **Ward No. 122**, P.S.- previously Thakurpukur presently Haridevpur, Kolkata – 700082, District – South 24 Parganas, together with the undivided proportionate share of land and other common facilities and amenities attached thereto at the said premises more fully and particularly described in the **SCHEDULE-'B'** hereunder written of the said property forming part of the **Owner's** allocation and the owner shall be entitled to enter into agreement for sale and transfer and / or lease in respect of Owner' allocation for which no further consent of the Developer shall be required. It being expressly agreed and understood that if at any time the Owner shall require the consent of the Developer and the Developer shall sign and execute such agreements papers and documents as may be necessary or be required.

8. The owner shall be liable to deliver vacant, peaceful possession to the developer on the date of registration of Development Agreement and Development Power of Attorney.
9. Subject to the restrictions contained elsewhere in this agreement and without any manner affecting the same, the developer being entitled i.e. entire Second floor consisting of several self-contained residential flats, entire Third floor consisting of several self-contained residential flats, and one (01) flat on the Ground Floor measuring about 350 sq. ft.

covered area and 02 (two) numbers of covered garage/s, on the ground floor together with the undivided proportionate share of land and other common facilities and amenities attached thereto at the said premises at **K.M.C. Premises No. 2306, Mahatma Gandhi Road**, vide Assessee No. 411220741416, within the limits of the Kolkata Municipal Corporation **Ward No. 122**, P.S.- previously Thakurpukur presently Haridevpur, Kolkata - 700082, District - South 24 Parganas, more fully and particularly described in the **SCHEDULE-'C"** hereunder written forming part of Developer's allocation shall be entitled to enter into agreement for sale and transfer and / or lease in respect of Developer's allocation for which no further consent of the Owner shall be required. It being expressly agreed and understood that if at any time the Developer shall require the consent of the Owner and the Owner shall sign and execute such agreements papers and documents as may be necessary or be required.

10. All the Owner and Developer shall be entitled to sale / transfer and /or enter into agreement for sale or transfer in respect of their respective allocations and to receive realize and collect all money receivable thereof.

10A. In case during the construction or thereafter, further floor/story be sanction over the instant G + III storied building is allowed by the competent authority then after completion of the said building including the construction of the said extra

floor /story, the Developer shall get 55% of the Floor Area Ratio (FAR) & the Owner's shall get 45% of Floor Area Ratio (FAR) as Owner's allocation.

11. The Owner shall always remain liable to execute and register appropriate deeds of conveyance to sell, transfer and convey in favour of other flat occupiers their proportionate undivided share, interest in the land beneath the building at the cost and expenses of the Developer or intending flat occupiers, with prior notice by the Developer without any way demanding the price at which the said undivided share on the land of the said premises is sold or any part thereof received by the Developer against such sale.

12. The Owner and the Developer have agreed upon the specification of construction of the proposed new building, hereafter referred to as "**Construction Specification**" as more fully and particularly described in the **SCHEDULE - "D"** written herein below.

13. The construction of the building shall be completed within 18 months from the date of sanction of the said building plan to sanction by the K.M.C., the plan will be submitted within 30 days from the date of handing over the land, unless prevented by the circumstances as beyond the control of the Developer and even thereafter the developer fails to complete the construction of the building in all manner, the

owner shall be entitled to a monthly compensation of Rs.5,000/= Per month till the completion of the new building.

14. That subject to the provision of these presents, the Owner hereby grant to the developer exclusive right to build upon in or upon the land comprised in the said premises in accordance with the plan of construction as may be permitted and sanctioned by the Kolkata Municipal Corporation and other competent Authorities.

15. The owner shall, at the cost of the Developer, submit the building plan to be drawn and designed by the Architect of the Developer in his name and the Developer shall comply with such sanction.

16. All applications submitted by or in the name of the owner of the premises at the cost of the Developer and the Developer alone shall pay and bear all expenses, including all fees, charges and other costs provided always that the developer shall be entitled to all refunds of any deposit made by him on behalf of the owner.

17. That the Developer shall be entitled to vary and/or modify the said plan of construction, subject to sanction of such modification by the aforesaid competent authorities.

18. During the continuance of the agreement and until such time the new building is completed the owner shall not prevent

the developer in any way or interfere with the quiet and peaceful possession and enjoyment of the said premises nor shall cause any obstruction or interference in the construction and completion of the building in accordance with the plan, except in such instance when the Owner have reason to believe that the Developer is not carrying out their obligation in terms of this agreement.

19. The building shall be of uniform construction with best available standard and 1st class building materials, fitting and fixtures and other common facilities and other spaces intended or meant for the enjoyment of the occupiers of the building/buildings.

20. That the Owner apart from receiving her allocated portion of proposed building shall also be entitled to easement rights in common with the other occupiers of the said building in respect of common areas and facilities provided therein, as set out in **SCHEDULE - "D"** herein below.

21. That with the execution of these presents the Owner shall remain liable to execute and register power of attorney for developer allocation in favour of the Developer and/ or nominee of the Developer granting due and all requisite authority to the Developer to enter upon the said premises, take measurement and construct the proposed building, pursue the sanction of the plan of the construction of the building,

represent the owner before all authorities for sanction of the plan, submit application on behalf of the Owner for procuring the building materials and / or otherwise to pursue to fulfill the above objectives .

22. The Owner shall, at the request of the Developer, execute such documents, papers, memorandum and deeds in furtherance of these presents which the Developer may require from the Owner for smooth and expeditious construction of the proposed building use and occupation thereof

23. The Owner shall also authorize the Developer by the proposed Power Of Attorney to do all other acts, deeds and things at the instance of the Developer, whenever necessary, to obtain any other requisite permission of authority of sanction of the Government , Public or any statutory body , as may be required for the construction of the proposed buildings **PROVIDED THAT** the Developer shall bear all costs and expenses for all such documents, letter, papers, memorandum etc. shall deposit requisite fees wherever necessary and obtain refund of fees and appropriate the same without any way being answerable to the Owner for the same.

24. That the Owner hereby agree to pay and clear all rates and taxes and/or other imposition and statutory dues in respect of the said property up to the date of vacant

possession to the Developer, and thereafter at the time of construction the Developer will bear the tax up to delivery of Owner allocation.

25. That the time period for the construction of the proposed new building shall be subject to, regarding availability of building materials and such other Government or statutory impositions relating to their availability "**AND ALSO SUBJECT TO "FORCE MAJEURE"**" condition, like, flood, earthquake, water, storm, tempest, civil commotion, strike, or war and other acts of-God and when the obligation of the Developer in regard to period of completion of construction shall remain suspended for the duration of the "Force Majeure".

26. That prior to actual construction work is taken up in hand by the Developer the Owner undertakes to make out a good and marketable title to the ~~sai~~ ^{re} premises, free from all encumbrances, charges, ~~mortgage, lease, demands~~ liabilities liens and lispendens or attachment or whatsoever kind or nature of the building.

27. The map/maps, plan/ plans, specification, drawings etc. in respect of the construction of the aforesaid new building shall be prepared as per the desire and approval of the Developer and the costs and expenses for the same shall be borne and paid by the Developer is hereby authorized by the

Owner to appoint Architects, Engineers etc. of its own choice to get the works done and completed with expenditure, such costs and expenses shall form part of the expenses of development of the said premises.

28. Simultaneously with the execution of the agreement the Owner shall make over the copy of documents of title said property to the Developer as and by way of security for the due observance and performance of the owner covenant and obligation under this agreements and further undertake to produce the originals thereof as and when would be required.

29. The construction and development work shall be made and undertaken by the Developer strictly in accordance with the plans, specification and drawings duly approved by the Kolkata Municipal Corporation and other appropriate bodies and/or authorities at the instance of the Developer for and on behalf of the owner.

30. Notwithstanding anything contained elsewhere in this agreement it is hereby expressly made clear that owner and/or any person or persons claiming under Her shall not any reason or in any manner whatsoever interfere with or hinder prohibit inject or stop the Developer and/or its men, agents, servants, nominees and representatives for carrying out the Development of the said property in terms of this agreement, including in the construction and/or selling of the spaces of the

said building . It is further hereby' made clear that the decision of the developer concerning all matters in respect of the development of the said property shall be final and binding on all the parties and shall not be questioned by any one on any ground whatsoever.

31. That after the construction of the proposed building is fully completed the owner and the Developer jointly shall cause an Owner Association or Society or a Syndicate to be formed or established by the occupiers including the owner and the Developer shall handover the control and management of the said building to the said body.

32. That after the formation of the body of occupiers, as set out in the clause proceeding and the right of control and management in respect of the said constructed building shall be handed over to the said body by the Developer and thereafter, the Developer shall remain liable for the next 2 years for the constructed building or any portion thereof in any manner whatsoever.

33. This agreement shall subsist and remain irrevocable till the work of construction of building at the said property is completed and the Owner' Allocation is made over to the owner by the Developer as aforesaid and the remaining constructed spaces is sold/leased of the

Purchaser/Purchasers and/or Lease/Leases by the documents in connection therewith are duly executed and/or registered.

34. The Developer undertakes to construct the building in accordance with the sanctioned plan, from K.M.C.

35. After plan sanction a supplementary agreement made between the Owner and Developer for their allocation if required.

36. The owner and the Developer have entered into the agreement purely on principal or principal basis and nothing contained stated herein shall be deemed to constructed as a partnership or as a joint venture between the owner and the Developer and the owner and the Developer shall be in any manner Constitute as association of persons. Each party shall keep the other indemnified from and against the same.

37. The Owner or the Developer or any their transferees shall not use or permit use of their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity use or allow the use thereof for any purpose which may create a nuisance or hazard to the other occupiers of the building.

38. The Owner shall sign and execute all such documents necessary for mutation of the Developer's share in the name of the Developer and/or their nominee and/or assignees in there

cord of the Kolkata Municipal Corporation, after execution of proper documents.

39. The owner or the Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion there for make any structural allocation therein without the previous consent of the management/ society/ association.

40. The Owner or the Developer or any of their transferees shall not throw or accumulate any dirt rubbish waste or refuge or permit the same to be the owner accumulated in or about the building or in the compound's corridor or any other common portion or portion of the said building.

41. The Developer will be responsible for all local affairs and they will settle up all problems at their own cost and if necessary, owner will join their hands of co-operation in that respect.

42. The construction of the building in the said premises will be made by the Developer at its own cost and it is to bear the responsibility of all payments to all concerned including labours, masons and for building materials that will be required for such construction.

43. Only Courts having original jurisdiction over the premises shall have the jurisdiction in all matters relating to or arising of this agreement.

44. Registered General Power of Attorney to be given by the owner to the Developer for the sale of undivided share of land in order to get purchaser(s) for the flat (Developer's allocation), cost of which will be borne by the developer and for pursuing the sanctioning of the building plan and construction the said building at the **SCHEDULE-A** property.

45. That it is hereby agreed by and between the parties that the name of the newly constructed building to be selected on consent of both the parties herein.

46. After completion of the building Developer shall be bound to handover the physical possession of the owner's allocation in a habitable condition before delivery of Developer's Allocation to any intending Buyer or nominee or nominees and the Owner shall take possession of their shares simultaneously.

47. That the Developer will bear the cost of mother meter of the said newly constructed building.

SCHEDULE-A

(Land & property)

ALL THAT piece and parcel of land measuring about 3 Cottahs 6 Chittaks 35 Sq. Ft. out of 44 decimals together with 500 sq. ft.

Kancha structure thereon lying and situated R.S. & L.R. Dag No. 436 under R.S. Khatian No.- 4237 corresponding to L.R. Khatian No. 5777, situated in Mouza - Haridevpur, J.L. No.- 25, District Collectorate Touzi No.- 35, R.S.-35, Pargana - Balia, being **K.M.C. Premises No. 2306, Mahatma Gandhi Road**, vide Assessee No. 411220741416, within the limits of the Kolkata Municipal Corporation **Ward No. 122**, P.S.- previously Thakurpukur presently Haridevpur, Kolkata - 700082, District - South 24 Parganas, and is butted and bounded by :-

ON THE NORTH : Land of R.S. Dag No. 436.
ON THE SOUTH : Land of R.S. Dag No. 436.
ON THE EAST : 12' feet wide KMC Road
ON THE WEST : 17 feet wide KMC Road

SCHEDULE- "B"
 (Owner" Allocation)

ALL THAT : shall mean shall mean i.e. entire First Floor and one (01) flat measuring 350 sq. ft. covered area on the ground floor and 02 (two) numbers of covered garage/s, on the ground floor and the Developer will pay a forfeit amount of **Rs.15,00,000/- (Rupees Fifteen Lakhs) only** at the time of the registration of the Development Agreement and Registration Development Power of Attorney of the **SCHEDULE "A"** property as the **OWNER'S** allocation at **K.M.C. Premises No.**

2306, **Mahatma Gandhi Road**, vide Assessee No. 411220741416, within the limits of the Kolkata Municipal Corporation **Ward No. 122**, P.S.- previously Thakurpukur presently Haridevpur, Kolkata - 700082, District - South 24 Parganas, together with the undivided proportionate share of land and other common facilities and amenities attached thereto at the said premises

SCHEDULE- 'C'

(Developers Allocation)

ALL THAT shall mean shall mean i.e. entire Second floor consisting of several self-contained residential flats, entire Third floor consisting of several self-contained residential flats, and one (01) flat on the Ground Floor measuring about 350 sq. ft. covered area and 02 (two) numbers of covered garage/s, on the ground floor together with the undivided proportionate share of land and other common facilities and amenities attached thereto at the said premises at **K.M.C. Premises No.**

2306, Mahatma Gandhi Road, vide Assessee No. 411220741416, within the limits of the Kolkata Municipal Corporation **Ward No. 122**, P.S.- previously Thakurpukur presently Haridevpur, Kolkata - 700082, District - South 24 Parganas.

SCHEDULE - 'D'

(TYPES OF CONSTRUCTION & SPECIFICATION)

ARCHITECTERAL WORK: All floors will be Constructed as per sanctioned plan duly approved by K.M.C.

STRUCTURE AND FOUNDATION: Building designed based on R.C.C. framed structure confirming to ISO Code of practice by E.S.E. and work will be done as per sanction structural plan.

EXTERNAL WALLS: All external Brick walls will have 200 mm. thick with cement sand mortar & followed by 19 mm thick Plaster with cement sand mortar. Paints will have primer with weather based aesthetically designed.

INTERNAL WALL: All internal Brick walls will have 125 mm. & 75 mm. thick with cement sand mortar and followed by 10 mm thick plaster to ceiling & 12 mm thick plaster to wall with cement & sand mortar. All wall will have Putty finish.

FLOOR & SKIRTING: All Bed Rooms Floor & Skirting will have Vitrify tiles and Drawing/ Dining Floor & Skirting will have Large size Vitrify tiles / Marbles (Slab Type). Balcony /Kitchen Floor & Skirting will have Mat finish tiles, Toilet & W.C Floor & Skirting will have anti-skid tiles and Stair Case will have Marble finish with skirting.

TILES / GRANITE: Ceramic digital Tiles will be fitted Toilet wall up to a height of 6'-6" and digital tiles fittings to Kitchen will upto a height of 2'-6". Cooking Platform of kitchen will be finished by Green Marble.

DOORS & FRAMES: All doors will have Sal wood frame and 32 mm thick water proof phenol bond flush door shutter. Main doors will have 32 mm water proof laminated flash type. Toilet/W.C. doors will be P.V.C.(Laminated) type.

WINDOWS FRAME & GRILLS: All windows frames will have 3 track Aluminum channel with Glass panel and designed M.S. Grills.

HAND RAIL: Stair/Verandah hand rail will be made up by stainless steel

PUTTY & PAINT: All internal wall with surface along with ceiling will be finished by white Putty & external wall will be finished by Whether proof paint over two coats of primer.

ELECTRICAL WORK: Concealed type copper wiring with P.V.C. pipe & modular Type switches along with safety circuit breakers will be provided.

- All Bed Rooms will have 3 nos. light points, 1 no. Fan Point, 1 no. Plug point (5 Amp) and also 1 no. A.C Point for any one Bed Room.

- Drawing/Dining will have 3 nos. light points, 2 nos. fan points as per require, 1 no. Plug point (5 Amp), 1 no. Power Plug point (15 Amp), 1 no. T.V point, 1 no STB point, 1 no Internet point and 1 no. calling bell point, and also 1 no. washing machine point.
- Kitchen will have 1 no. light point, 1 no. Exhaust point, 1 no. Plug point (5 Amp) & 1 no. power Plug points (15 Amp).
- Toilet will have 1 nos. light points, 1 no. Exhaust point, & 1 no. power point (15 Amp) and W.C. will have 1 no. light point, 1 no. Exhaust Fan.
- Balcony will have 1 no. light point & 1 no. Plug point (5 Amp)
- Loft will have 1 no. light point.

SANITARY & PLUMBING: All water line & waste / Soil line will be provided by P.V.C. (Supreme Branded) to Toilet/W.C./Kitchen.

Stainless steel sink and 2 nos. C.P. bib cock of IS branded to be provided to Kitchen.

1 no. porcelain Commode/Pan with Cistern along with 1 no. porcelain Basin & necessary C.P. Bib cock/ pilar cock/ Angular stop cock/Shower/ Commode shower will be provided to Toilet

1 no. porcelain Commode/Pan with Cistern along with necessary C.P. Bib cock /Angular stop cock will be provided to W.C.

Note: All pipe line will be concealed type.

OTHER FACILITIES :

- One Lift of branded company of 4 to 5 passenger's capacity will be provided.
- Semi under Ground water reservoir to be constructed & connected with K.M.C. water connection or Deep Tube-Well which is any one.
- Submersible Pump for supplying of water to over head water Reservoir will be provided.
- Rain water line & sewerage system will be properly made.
- LED light points (as required) for common areas to be provided.
- CCTV facility for ground floor common areas to be provided.
- Internal pathway will be finished by screed concrete with IPS.

SCHEDULE- "E"

(Common Area and Facilities)

- 1) The land measuring 4 Cottahs more or less on which the building at K.M.C Premises No. 117, West Putiary Colony, Kolkata-700041 all easement and equal easement rights and appurtenances belonging hereto.

- 2) Foundation, beams vertical and lateral supports main walls, common walls, boundary walls, main entrance/gate of the said building.
- 3) Main gate of the said premises.
- 4) Installation common services viz. electricity water, pipes and sewerage, rain water pipes.
- 5) Water pump with motor and pump room.
- 6) Reservoir on the roof and underground.
- 7) 24 hours water supply from overhead tank to the respective flats.
- 8) Common staircases, landings, lobbies etc.
- 9) Lighting in the common space, passages, staircase including fixtures and fittings.
- 10) Common Meter Box.
- 11) Open space surrounding the said building.
- 12) Roof of the building.
- 13) All other parts of the said building the necessary for its existences, maintenance and safety for normally in common use of the Owner of the respective flats.

14) Lift will be provided by the Developer for five passengers.

SCHEDULE- "F"

(Common Expenses)

- a) The expenses of maintaining and repairing the main structure, main walls top floor roof and in particular the main water pipes, waste water pipes, waterlines, water tanks etc. of the building and also electric lines for common lights and pump.
- b) The cost of cleaning and lightning the passages staircase, top floor roof etc. and other parts of the building used by the buyers in common with the owner and occupier of the other flats and spaces.
- c) Reasonable salaries of a sweeper and Darwan for the common parts.
- d) The cost of maintaining, servicing, substituting repairing and working of common lights.
- e) All expenses of common services and in connection with common areas and facilities as mentioned above.
- f) All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- g) All other expenses and/or outgoing as are incurred by the owner and/or service organization for the common purposes.

IN WITNESSETH WHEREOF the parties herein put their respective sign and seal on the day month and year first above written.

SIGNED, SEALED & DELIVERED)

in presence of WITNESSES:

1) Buddha Deb *W.H.*
31, D/ K.K. Kanchara Road
Kol - 700052

2) Subir Haldar
71113, R. M. B.
Kol - 62

15/9/2012

SIGNATURE OF THE OWNER

Suparna Haldar.

S. S. ENTERPRISE
Sampa Das
Partner

SIGNATURE OF THE DEVELOPER

Drafted by:
Rituparna Majumder
Encl No - WDF-279/444/98
Advocate
Alipore Judges' Court,
Kolkata - 700 027

Computer typed by:
Sudip Datta
Alipore Judges' Court,
Kolkata - 700 027.

MEMO OF CONSIDERATION :

RECEIVED of and from the within named Developer the within mentioned sum of **Rs.15,00,000/- (Rupees Fifteen Lakhs)** **only** as non-refundable amount the **OWNER** as mentioned earlier and as per Memo below :-

Sl. No.	Bank & Branch	Cheque No.	Date	Amount (Rs.)
1.	Bamban Bank Hardepur Br.	021250	4/6/2022	6,50,000/-
2.	HDFC Bank Hardepur Br.	004022	2/6/2022	6,50,000/-
3.	NEFT from HDFC			2,00,000/-
				/
Total Rs.15,00,000/-				=====

Rs.15,00,000/- (Rupees Fifteen Lakhs) only.

WITNESSES:

1. Budhka Dabwalt
31, D/ K. K. Kanche Road
Kol - 700082

Subir Halder

2. Subir Halder
7/1/13, K. G. Road
Kol - 82

SIGNATURE OF THE OWNER



Name
Signature

	Thumb	1st Finger	middle Finger	Ring Finger	small finger
Left Hand					
Right Hand					

Shafiq (EN72)



Signature

	Thumb	1st Finger	middle Finger	Ring Finger	small finger
Left Hand					
Right Hand					

Suparna Adalar



Name
Signature

	Thumb	1st Finger	middle Finger	Ring Finger	small finger
Left Hand					
Right Hand					

Sampoor Das



Name
Signature

	Thumb	1st Finger	middle Finger	Ring Finger	small finger
Left Hand					
Right Hand					



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

GRN Details

GRN:	142022230041716351	Payment Mode:	Online Payment
GRN Date:	02/06/2022 21:04:56	Bank/Gateway:	State Bank of India
BRN :	BR10SFMVC4	BRN Date:	02/06/2022 21:06:46
Payment Status:	Successful	Payment Ref. No:	2001645377/1/2022 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	BIBHAS CH MAJUMDAR
Address:	ALIPORE JUDGES COURT KOLKATA - 27
Mobile:	9831735789
Contact No:	09831735789
Depositor Status:	Advocate
Query No:	2001645377
Applicant's Name:	Mr BIBHASH CH MAJUMDER
Identification No:	2001645377/1/2022
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

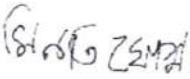
Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001645377/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	7011
2	2001645377/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	15021
Total				22032

IN WORDS: TWENTY TWO THOUSAND THIRTY TWO ONLY.

T-7205140004

Details :

Name,Address,Photo,Finger print and Signature

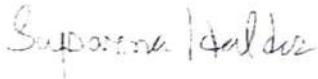
Name	Photo	Finger Print	Signature
Mrs Minati Ghosh Wife of Mr Ashok Ghosh Executed by: Self, Date of Execution: 03/06/2022 , Admitted by: Self, Date of Admission: 03/06/2022 ,Place : Office			 03/06/2022

31B, Kalipur Kachha Road, City:- Not Specified, P.O:- Haridevpur, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Female, By Caste: Hindu, Occupation House wife, Citizen of: India, PAN No.: CHxxxxxx3R, Aadhaar No: 75xxxxxxxx4576, Status :Individual, Executed by: Self, Date of Execution: 03/06/2022 , Admitted by: Self, Date of Admission: 03/06/2022 ,Place : Office

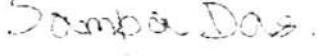
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	S S Enterprise 14/1, Mahatma Gandhi Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 , PAN No.: AExxxxxx0D,Aadhaar No Not Provided by UIDAI, Status :Organization. Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
1	Miss SUPARNA HALDER (Presentant) Daughter of Mr Subir Halder Date of Execution - 03/06/2022, , Admitted by: Self, Date of Admission: 03/06/2022, Place of Admission of Execution: Office			 03/06/2022

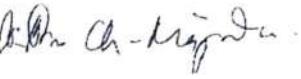
7/1/13, Karunamoyee Ghat Road, City:- Not Specified, P.O:- Haridevpur, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGxxxxxx9D, Aadhaar No: 90xxxxxxxx7267 Status : Representative, Representative of : S S Enterprise (as Partner)

Sl No	Name	Photo	Finger Print	Signature
2	Miss SAMPA DAS Wife of Mr Niranjan Das Date of Execution - 03/06/2022, , Admitted by: Self, Date of Admission: 03/06/2022, Place of Admission of Execution: Office			 03/06/2022

r m a s h a r

Panchananta Road, City:-, P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AExxxxxx8L, Aadhaar No: 71xxxxxxxxx1838 Status : Representative, Representative of : S S Enterprise (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Bibhas Chandra Majumdar Son of Late N K Majumdar Alipore Judges Court, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	03/06/2022	03/06/2022	03/06/2022

Identifier Of Mrs Minati Ghosh, Miss SUPARNA HALDER, Miss SAMPA DAS

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Minati Ghosh	S S Enterprise-5.64896 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Minati Ghosh	S S Enterprise-500.0000000 Sq Ft

Major Information of the Deed

On C No :	I-1602-07191/2022	Date of Registration	03/06/2022
Query No / Year	1602-2001645377/2022	Office where deed is registered	
Query Date	02/06/2022 12:24:50 AM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	BIBHASH CH MAJUMDER ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, P.N - 700027, Mobile No. : 9088480417, 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 : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 46,64,437/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 15,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (Kabar Danga More -- Karunamoyee Ghat Road (Premises located NOT on M.G.Road)) , Premises No: 2306, , Ward No: 122 Pin Code : 700082

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	3 Katha 6 Chatak 35 Sq Ft	1/-	45,29,437/-	Width of Approach Road: 17 Ft.,
Grand Total :				5.649Dec	1 /-	45,29,437 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	1/-	1,35,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 500 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

	Total :	500 sq ft	1 /-	1,35,000 /-	
--	---------	-----------	------	-------------	--

Endorsement For Deed Number : I - 160207191 / 2022

03-06-2022

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

Presented for registration at 11:12 hrs on 03-06-2022, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Miss SUPARNA HALDER ,.

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

Presented for registration at 11:12 hrs on 03-06-2022, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Miss SUPARNA HALDER ,.

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 46,64,437/-

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

Execution is admitted on 03/06/2022 by Mrs Minati Ghosh, Wife of Mr Ashok Ghosh, 31B, Kalipur Kachha Road, P.O: Haridevpur, Thana: Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession House wife

Indentified by Mr Bibhas Chandra Majumdar, , Son of Late N K Majumdar, Alipore Judges Court, 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 03-06-2022 by Miss SUPARNA HALDER, Partner, S S Enterprise (Partnership Firm), 14/1, Mahatma Gandhi Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082

Indentified by Mr Bibhas Chandra Majumdar, , Son of Late N K Majumdar, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 03-06-2022 by Miss SAMPA DAS, Partner, S S Enterprise (Partnership Firm), 14/1, Mahatma Gandhi Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082

Indentified by Mr Bibhas Chandra Majumdar, , Son of Late N K Majumdar, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,053/- (B = Rs 15,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/06/2022 9:06PM with Govt. Ref. No: 192022230041716351 on 02-06-2022, Amount Rs: 15,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BSFMVC4 on 02-06-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 7,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 516075, Amount: Rs.10/-, Date of Purchase: 23/03/2022, Vendor name: A K Samajpati

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/06/2022 9:06PM with Govt. Ref. No: 192022230041716351 on 02-06-2022, Amount Rs: 7,011/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BSFMVC4 on 02-06-2022, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 271634 to 271675

being No 160207191 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.06.07 11:46:36 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2022/06/07 11:46:36 AM

DISTRICT SUB-REGISTRAR

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

West Bengal.



(This document is digitally signed.)