

13141/24

I-12782/24



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AS 344840

0-2/2036440/24
31/07/24

certified that the document is duly registered. The signature sheets and the endorsement sheets attached with the document are the part of this document.

[Signature]
District Sub-Register-II
Alhoora, South 24-pargana

31 JUL 2024

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** is made on this the **31st** day of **July, 2024 Two Thousand Twenty Four.**

BETWEEN

10290

15 JUL 2024

JL No.....Date.....

Rs.....

Name.....

Address.....

15 JUL 2024

DEBES KUMAR MISRA
ADVOCATE
CALCUTTA HIGH COURT
KOLKATA - 700 001

SMRITI BIKASH DAS
Govt. Licence Stamp Vender
Aiiipore Police Court
Kol-27



Stamp
31 JUL 2024

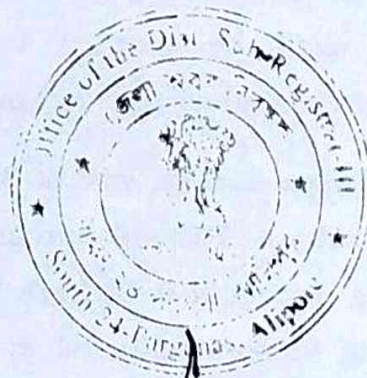
Rajesh Kumar
s/o Sumudra Kumar
Aiiipore Police Court
col-700070

SMT. SABITA SHAW, (PAN-AMAPS3837M & Aadhaar No. 3072 5088 3887), wife of Sri Sankar Prasad Shaw, by faith- Hindu, Nationality- Indian, by occupation- Housewife, **residing at 1/2, Vivekananda Park, P.O. Banskroni, P.S. Regent Park now Banskroni, Kolkata-700070** Hereinafter referred to as the **OWNER** (which in terms or expression shall unless repugnant to the context shall include her heirs, executors, administrators, assigns etc.) of **THE FIRST PART.**

AND

SRI SANJIB THAKUR (PAN NO- AFKPT7772F), son of Sri Naresh Thakur, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at **P-11, Pir Pukur Road, Vidyasagar Park, P.O. Banskroni, P.S. Regent Park now Banskroni, Kolkata-700070**, Hereinafter called and referred to as the **DEVELOPER** (which term shall unless be excluded by or repugnant to the context shall be deemed to include its heirs, executors, administrator, representatives and assigns) of the **SECOND PART.**

WHEREAS One **Ratna Sarkar**, wife of Sudhir Sarkar of **3/63, Azadgarh, P.S- Jadavpur, Kolkata- 700040** purchased **ALL THAT** piece and parcel of land measuring **3 Cottah 0 Chittak 0 sq.ft. with 300 sq.ft.** tile shed structure standing thereon, situated at Mouza- Banskroni, J.L. No. 45, Pargana-Magura, R.S. No. 381, Touzi No. 63 & 64, comprised in R.S. Dag No. 1509, appertaining to C.S. Khatian No. 287 corresponding to R.S. Khatian No. 1009, under P.S. Regent Park now Banskroni, now within the limits of the Kolkata Municipal Corporation, Ward No. 113, Kolkata-700070, Sub-Registry/A.D.S.R. at Alipore, in the District of South 24-Parganas from its previous owner **KHANDEKAR RAHAMAN SHO VAN & another**, by virtue of a registered Sale deed registered in the office of **Additional District Sub-Register Office at Alipore 24 pgs(s)** and



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recorded in **Book No. I, Volume No. 89, Pages from 385 to 392, Being No. 2436 for the Year 1997.**

WHEREAS said **Ratna Sarkar**, wife of Sudhir Sarkar of **3/63, Azadgarh, P.S- Jadavpur, Kolkata- 700040** due to urgent need of money sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring **3 Cottah 0 Chittak 0 sq.ft. with 300 sq.ft.** tile shed structure standing thereon, situated at Mouza- Bansdrani, J.L. No. 45, Pargana-Magura, R.S. No. 381, Touzi No. 63 & 64, comprised in R.S. Dag No. 1509, appertaining to C.S. Khatian No. 287 corresponding to R.S. Khatian No. 1009, under P.S. Regent Park now Bansdrani, now within the limits of the Kolkata Municipal Corporation, Ward No. 113, Kolkata- 700070, Sub-Registry/A.D.S.R. at Alipore, in the District of South 24- Parganas in favour of **SABITA SHAW** (Owner herein), by virtue of a registered Sale deed on **03/08/2001** registered in the office of **Additional District Sub-Register Office at Alipore 24 pgs(s)** and recorded in **Book No. I, Volume No. 157, Pages from 379 to 386, Being No. 4558 for the Year 2001.**

AND WHEREAS the Owner/First Party herein decided to develop the aforesaid property by erecting multi storied building thereon consisting of several flats and other space as per the Building Plan to be sanctioned and/or approved by The Kolkata Municipal Corporation.

AND WHEREAS accordingly the Owner/First Party herein approached the Developer / Second Party herein to construct the "Building" on the said property as per the Building Plan to be sanctioned and/or approved by the Kolkata Municipal Corporation.

AND WHEREAS the Developer/Second Party herein after discussion with the Owner/First Party herein have agreed to undertake the Development work on the said plot of land and as per the sanction Building plan to be



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sanctioned by the Kolkata Municipal Corporation with works specification as mentioned herein below in FIFTH SCHEDULE.

AND WHEREAS the Developer is fully satisfied with the title of the said property belonging to the OWNER after conducting by the Developer the necessary and detailed searches and investigation in the concerned offices and courts and further observed and considered the specific measurement of the said land, the present condition and status of the said land as it is now and having meticulously considered the said land with its present status as perfectly feasible to construct multi storied building thereon in terms of this agreement and the Developer has represented to be completed to and capable enough both technically and financially of constructing the proposed building on the said land uninterrupted more or less the Developer upon execution and registration of this Development Agreement shall stand ceased from making any issue or issues in connection with and in relation to the present condition and status of the said land as it is now.

AND WHEREAS to avoid future complications the parties hereto have agreed to enter into this Development Agreement by incorporating the terms and conditions of the Development of the said premises which are recorded now.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND ITS IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

ARTICLE-I, DEFINITION

OWNER- shall mean **SMT. SABITA SHAW, (PAN-AMAPS3837M & Aadhaar No. 3072 5088 3887)**, wife of Sri Sankar Prasad Shaw, by faith- Hindu, Nationality- Indian, by occupation- Housewife, **residing**



S. S. G. S. [Signature]

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at 1/2, Vivekananda Park, P.O. Banskroni, P.S. Regent Park now Banskroni, Kolkata-700070 and her legal heirs and successors.

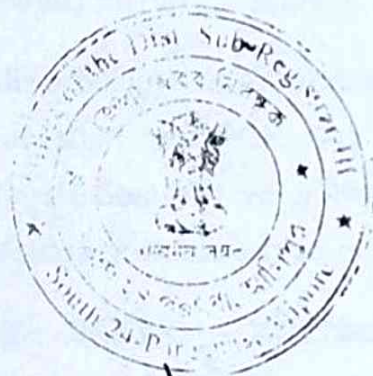
DEVELOPER- shall mean **SRI SANJIB THAKUR** (PAN NO- AFKPT7772F), son of Sri Naresh Thakur, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at P-11, Pir Pukur Road, Vidyasagar Park, P.O. Banskroni, P.S. Regent Park now Banskroni, Kolkata-700070 and their legal heirs and successors.

THE SAID PROPERTY - shall mean **ALL THAT** piece and parcel of land measuring **3 Cottah 0 Chittak 0 sq.ft. with 300 sq.ft.** tile shed structure standing thereon, situated at Mouza- Banskroni, J.L. No. 45, Pargana- Magura, R.S. No. 381, Touzi No. 63 & 64, comprised in R.S. Dag No. 1509, appertaining to C.S. Khatian No. 287 corresponding to R.S. Khatian No. 1009, under P.S. Regent Park now Banskroni, now within the limits of the Kolkata Municipal Corporation, Ward No. 113, Kolkata- 700070, Sub-Registry/A.D.S.R. at Alipore, in the District of South 24- Parganas.

BUILDING- shall mean Multi storied building to be constructed on the said property as per the Building Plan to be sanctioned by the Kolkata Municipal Corporation by the said Developer with its own cost and effort and after demolition of the existing structure.

OWNER'S ALLOCATION - OWNER will get **50%** share of total F.A.R and/or total constructed area of the proposed building i.e.

If KMC sanction **Ground plus Three** storied building in that case Owner will get 50% Share of Ground Floor, Entire First Floor, 50% Share of Third Floor (Back side) AND If KMC sanction **Ground plus Four** storied building in that case Owner will get 50% Share of Ground Floor, Entire First Floor, 50% Share of Third Floor (Back side), 50% Share of Fourth Floor (Front side) and developer shall pay a sum of Rs. 10,000/- as forfeit amount.



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The OWNER shall be lawfully entitled to uninterrupted use and enjoy the common areas, facilities, advantages, benefits, privileges and amenities attached with and available in the said proposed building on the said land.

DEVELOPER'S ALLOCATION- Developer will get remaining 50% share of total F.A.R and/or total constructed area of said proposed building (except Owner's allocation) i.e.

If KMC sanction **Ground plus Three** storied building in that case Developer will get 50% Share of Ground Floor, Entire Second Floor, 50% Share of Third Floor (Front side) AND If KMC sanction **Ground plus Four** storied building in that case Developer will get 50% Share of Ground Floor, Entire Second Floor, 50% Share of Third Floor (Front side), 50% Share of Fourth Floor (Back side) morefully and particularly described in the Third Schedule written hereunder.

ENGINEER/ARCHITECT- Shall mean such person or persons may be appointed by the Developer for supervising the construction of the building and act as per The Kolkata Municipal Corporation building rules.

BUILDING PLAN- Shall mean such plan prepared by the Architect appointed by the Developer and to be sanctioned by The Kolkata Municipal Corporation and the cost of the Building Plan shall be borne by the Developer.

COMMON EXPENSES- shall mean and include proportionate share of the cost, charges and expenses for maintenance upkeep, repair and replacement of the common parts, common amenities morefully and particularly mentioned in the Fifth Schedule hereunder written.

COMMON AREAS AND COMMON FACILITIES : shall include corridors, stairways, passageways, on the Ground Floor of the building, water, pump



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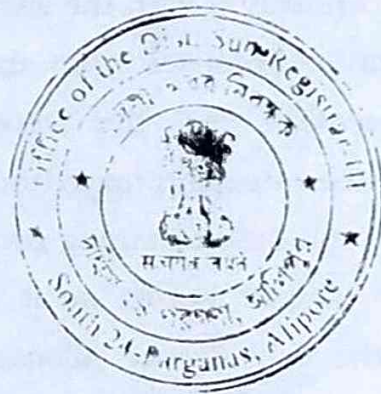
and motor and ultimate Roof (Roof of the building as the Building Plan duly sanctioned by The Kolkata Municipal Corporation) and other facilities which may be mutually agreed upon between the parties hereto and required for the establishment location, enjoyment provision, maintenance and/or management of the building which shall always remain as joint property of the OWNER herein.

SALEABLE SPACE: the Developer shall be entitled to deal with its allocation as per its own decision and choice and shall have right to enter for Agreement for Sale in respect of the sale of the Flats within the Developer's Allocation as specified above.

ARTICLE-II

The Owner shall pay only the rates and taxes including arrears in respect thereof in connection with the said existing structure and land at the First Schedule Premises upto the date of execution of this Development Agreement and the Developer shall be liable and responsible to pay the rates and taxes and utility bills in respect of the said property from the date of taking over the possession of the said premises from the Owner herein as it is condition till the date of handing over of the said Owner Allocation of flats and the Owner herein in liable to pay the rates and taxes in respect of the Owner's Allocation of the building from the date of taking over the said allocation effectively complete in all respect in the manner aforesaid. After allotment of Owner allocation to the Owner, the Developer shall be responsible and liable for payment of rates and taxes including discharge of any statutory liabilities in respect of the Developer's Allocation in the proposed building.

The Developer shall handover the possession of the Owner allocation in the proposed building to be constructed on the said premises within 24 months from the date of obtaining sanction building plan from



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KMC and also vacant possession of First Schedule land from all Owner/ dwellers/Occupants.

If the Developer fails to complete construction and/or complete the said Building during the said period, then in that case the Owner shall extent 6 (six) months as grace period for completion of construction.

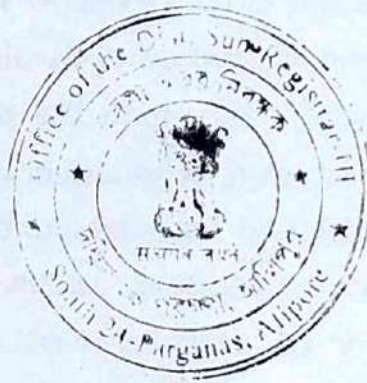
The Owner shall handover original copy of all deeds and documents including Tax receipt of the KMC and Mutation Certificate, Government Revenue receipt in respect of the First Schedule property to the Developer at the time of execution hereof and after selling of Developer's allocation the Developer shall return all documents to the Owner.

The Owner undertake to execute and register a Development Power of Attorney only in favour of the Developer herein for the purpose of or in connection with and in relation to development of the First Schedule land and construction thereupon the proposed building limits upto conducting the necessary negotiation with the intending buyers in respect of the residential flat/units under the Developer's Allocation excluding the Owner Allocation, unilateral right to sign and execute any agreements for sale or Deed or Deeds of Conveyance in favour of the intending buyers/transferees in respect of the Developer's Allocation.

The ultimate roof of the building shall be the common for all occupants of the building including Owner.

The Developer shall have right to negotiate with the intending buyers for sale and transfer of the residential flats/units in respect of the Developer's Allocation.

The OWNER is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land. The Developer has



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inspected and/or made necessary searches and satisfied about the marketability of title of the OWNER enters into this Agreement.

The said land is free from all encumbrances, charges, liens, lispendences, acquisition, requisition, notice of acquisition notice of requisition and trust whatsoever nature or howsoever and the OWNER have good and marketable title in respect of the said land.

ARTICLE-III

The OWNER hereby grant subject to what has been hereunder provided exclusive right to the Developer to build construct, erect and complete the said building or buildings on the said land strictly according to the plan to be sanctioned by Kolkata Municipal Corporation and to commercially exploit the same by entering into an Agreement for Sale and otherwise complete or transferring in respect of the Developer's allocations herein mentioned as per terms and conditions of this Agreement.

To get all applications, plans and other papers and documents signed by the OWNER as may be required by the Developer for the purpose of obtaining approval of the Building Plan or any modification, therein from the appropriate authorities, shall be prepared and admitted by the Developer on behalf of and in the name of the OWNER at the entire Developer's costs and expenses and the Developer shall pay and bear all charges and expenses required to be paid or deposited for development of the said property, PROVIDED HOWEVER THAT the Developer shall exclusively entitled to all refunds of any of all payments and/or made by the Developer. The Developer shall construct said building on the said land at its own costs.

Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the OWNER of the said land or any part thereof to the Developer or as creating any right, title or



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interest in respect thereof of the Developer but to commercially export the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter stated.

ARTICLE-IV

The OWNER shall execute Development Power of Attorney to construct proposed building and for sale and registration of Deed of Conveyance of Developer's allocation for receiving earnest money, consideration amount from the intending Purchaser/ Purchasers of the Developer's allocation and for obtaining all necessary permission and sanction from different authorities in connection with the proposed constructions of the building and also for pursuing and following up the matter with Kolkata Municipal Corporation, W.B.S.E.D.C. Ltd/CESC and such other authorities as the case may be and to transfer/sell the flats/space in respect of Developer's allocation subject to fulfilment of the terms and conditions as mentioned in this agreement.

ARTICLE-V

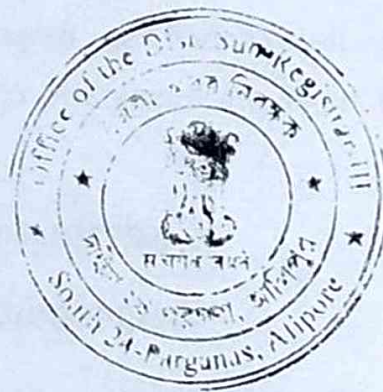
POSSESSION

Simultaneously with the execution of this Agreement the OWNER will put the Developer in physical possession of the said land for proposed construction of the new building subject to payment of outstanding KMC taxes till handover possession in the newly building by the Developer to the OWNER.

ARTICLE-VI

SPACE ALLOCATION

The Developer shall at first on completion of the new building put OWNER in undisputed vacant possession of the Owner's allocation as mentioned below in the said new building as Owner's allocation



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together with the all rights in common to the common portion within the stipulated period of 24 months from the date of obtaining sanction building plan from KMC and also vacant possession of First Schedule land from all Owner/ dwellers/Occupants.

After the allocation to the OWNER and to Developer of its allocation in the manner herein hereto provided all common passage, corridors shall belong to the parties herein hereto provided all common passage corridors shall belong to the parties herein in proportionate to their respective allocation.

The Developer shall be exclusively entitled to sale/transfer the Developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the OWNER and the OWNER shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation provided the Developer shall first handover the possession to the OWNER of their allocation upto their satisfaction. It is to be mentioned that unless and until the possession of the Owner's allocation is not been handed over or delivered to the Owner herein by the Developer herein, the Developer shall have no right to deliver the possession to its intending purchasers or its nominees and/or assignees from its allocation.

That during construction work if any dispute arises regarding title of the schedule property/land in that case the Developer shall not pay any compensation to the OWNER.

In so far as necessary all dealing by the Developer in respect of the new building shall be in the name of the OWNER however that such dealing shall not in any manner fasten or create any financial liability upon the OWNER. The Owner also shall not be in any way responsible financially or otherwise to third party for booking of any flats/units of the Developer's allocation. The Developer will have the



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responsibility/liability out of any accident during the period of construction.

ARTICLE-VII

(CONSIDERATION)

In consideration of the OWNER having agreed to permit the Developer to commercially exploit the said land in accordance with the plan to be sanctioned by Kolkata Municipal Corporation and the Developer agreed to allocate to the OWNER all that the property mentioned in the OWNER'S allocation stated above.

ARTICLE-VIII

(BUILDING)

The Developer shall at its own costs construct, erect and complete the proposed building at the said premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with good and standard materials as may be specified by the Architects from time to time.

Subject to aforesaid the decision of the Architects regarding the quality of the materials shall be final and binding upon the parties herein.

The Developer shall install/erect in the said proposed building at the own costs viz, as per the specification and drawing provided by the Architect, pump or water storage reservoir, overhead tanks, septic tank, permanent electric connection temporary electric connection as would be obtained from time to time however the Developer at its costs and expenses shall obtain temporary electric connection and other facilities as are required to be provided in a residential and/or multi storied building having self-contained apartments constructed for sale of flats therein on Ownership basis as mutually agreed herein.



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The Developer shall at its costs and expenses and without creating any financial liability upon the OWNER construct and complete the said proposed building and various units and/or apartments therein in accordance with the sanction building plan and any amendment thereto or modification thereof to be approved by the Kolkata Municipal Corporation.

All costs charges and expenses including architects fees for the sanction of the plan shall be borne/ discharged by the Developer.

ARTICLE-IX

(Common facilities)

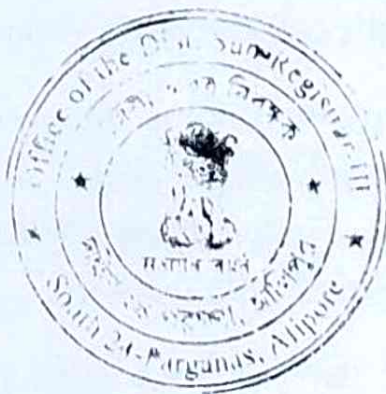
The Developer shall pay and bear all shares of property taxes in respect of the said land until the possession letter of and handing over possession to all the OWNER of the proposed building.

As soon as construction of the proposed building is completed the Developer shall give written notice to the OWNER, requiring the OWNER to take possession of the OWNER'S allocation in the building having been completed in all respect.

The OWNER and the Developer shall punctually and regularly pay their respective proportionate rates and taxes to the concerned authorities as would be imposed from time to time.

Any transfer or any part of the OWNER or Developer's allocation in the proposed building shall be subject to other, provision hereof and such transferees, shall thereafter be responsible in respect of the space transferred to pay the said proportionate rates and service charges for the connection facilities in the new building.

The OWNER shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said proposed building and shall render all possible co-operation and



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assistance to the Developer as may be required from time to time, for the purpose of construction of the proposed building at the said premises as per terms of this Agreement.

ARTICLE-X

(OWNER'S OBLIGATION)

To make out a marketable title in respect of the said property free from all encumbrances, charges, liens, lispendences, attachments trust whatsoever or howsoever and shall answer all questions as may be required by the Developer. All the original papers and documents, certified copy or copies thereof duly certified to be true copy shall be handed over to the Developer.

The OWNER hereby agree and covenant with the Developer not to act or to cause any interference or hindrance in the construction based on the said terms of this Agreement.

The OWNER agreed and covenants with the Developer not do any act or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocated portion in the building subject to the Owner's allocation will be handed over first.

ARTICLE-XI

(DEVELOPER'S OBLIGATION)

The Developer hereby agrees and covenants with the OWNER not to violate or contravene any of the provisions of rules applicable for construction of the said building and as well as rules by the Kolkata Municipal Corporation.

The Developer at its own cost and expenses will complete the construction of the proposed building/buildings within 24 months from the date of obtaining sanction building plan from KMC and also

vacant possession of First Schedule land from all Owner/dwellers/Occupants. The period may be extended subject to force majeure or other unavoidable circumstances. The OWNER shall not pay any amount for such constructional work.

The Developer hereby agree and covenant with the OWNER not to do any deed or thing whereby the OWNER is prevented from enjoying selling assigning and/or disposing of any of the Owner's allocation in the said proposed building at the said premises.

The Developer shall be entitled to receive the booking money as well as full consideration money in respect of its allocated flat/allocation from the intending Purchaser or Purchasers at its sole discretion but at the sole responsibility and sole financial liability of the Developer and same shall be enjoyed by the Developer. The OWNER are not in any way liable to the Third Party and intending purchasers of the flats financially and otherwise.

That all work men, engineers, technicians, architects shall be appointed for the purpose of construction/erection of the proposed building at the discretionary of the Developer and the OWNER shall not interfere in any way with the construction of the said building complex.

(DEVELOPER'S INDEMNITY)

The Developer hereby undertake to keep the OWNER indemnified against all third-party claims, accident during construction, liabilities of others and actions arising out of any sort of act omission or commission of the Development in relation to the construction of the said building.

The Developer hereby undertakes to keep the OWNER indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the Development of the



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said land and in the matter of construction of the said building and/or for any defect therein.

ARTICLE-XII

(TITLE DEEDS)

The original documents in respect of the said property shall be kept with the Developer who shall hold such documents during the substance of this Agreement and the Developer shall have liberty to ask the OWNER to allow inspection to the customers of the Developer and/or to Developer may allow them to make extracts of the title and produce the same of true copies thereof when documents are needed by the Developer for legal revenue or other such causes.

After transfer Developer's allocation portion to any third party the Developer will hand over the original copy of the title deed to the OWNER from whom received and the intending Purchaser/ Purchasers shall get a Xerox copy of the same.

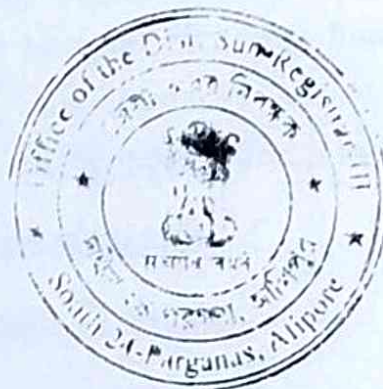
ARTICLE-XIV

(MISCELLANEOUS)

The OWNER and the Developer have entered into the Agreement purely as a construct and nothing contained herein shall be deemed to be constructed as a Partnership between the Developer and the OWNER.

The Developer shall frame scheme for the management and administration of the said property and/or regulation and the OWNER hereby given their consent to abide by the same.

Any notice required be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the OWNER if delivers by hand and duly acknowledge or sent registered post to the registered office of the Developer.



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The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

That neither party shall use or permitted to be used their respective allocation of the building or any portion thereof for carrying on any illegally or immoral trade or activities.

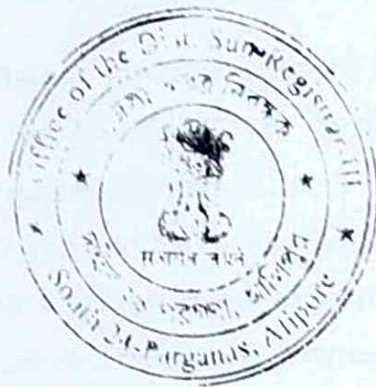
That the OWNER shall be liable to pay the corporation tax from the date of taking over the possession of his allocation from the Developer and to pay the proportionate share of corporation tax in respect of their allocation till mutation and separation of their allocation at the office of Kolkata Municipal Corporation with her name.

The Developer at its own risk and responsibility shall have the right to borrow money from any Bank or any financial institution without encumbering the First Schedule property in any manner whatsoever and without creating any liability upon the OWNER, for the purpose of construction of the proposed building and the Developer will be liable to meet up the borrowed amount to the bank or financial institution with its own risk and responsibility without encumbering the Owner's allocation in any manner whatsoever.

The Developer will have right to amalgamate the different plots, if necessary.

The owner shall pay all charges like B.L & L.R.O mutation, Khajna, KMC taxes, electricity bill of subject land.

Cost for mother meter will be paid by owner in equal share.



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Developer/L.B.S/K.M.C will be the final authority for the drawing of the Building plan of proposed building and in that respect no other authority shall be entitled to interfere.

District Courts of South 24 Parganas and High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions suits and proceeding arising out of these presents between the parties hereto.

ARTICLE-XV

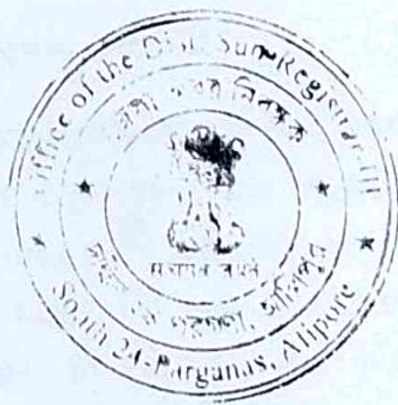
FORCE MAJEURE

Shall mean and include earth quake, commotion, flood, riot, storm, heavy rain falls and other natural calamities.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Entire property)

ALL THAT piece and parcel of Bastu land measuring **3 Cottah 0 Chittak 0 sq.ft. with 300 sq.ft.** tile shed structure standing thereon, situated at Mouza- Bansdroni, J.L. No. 45, Pargana-Magura, R.S. No. 381, Touzi No. 63 & 64, comprised in R.S. Dag No. 1509, appertaining to C.S. Khatian No. 287 corresponding to R.S. Khatian No. 1009, under P.S. Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No. 113, Kolkata- 700070, Sub-Registry/A.D.S.R. at Alipore, in the District of South 24- Parganas, (collectively un-assessed Premises), Nearest road- New Shibtala road, Together With all easements rights of adjoining public road and all other rights, appurtenances and inheritances and access and user of the Premises, Together With all appurtenances, including all customary and other rights of easements, liberties privileges, advantages and appendages for beneficial use of the Premises, which is butted and bounded by:-



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ON THE NORTH	- Land of Dag no. 1509
ON THE SOUTH	- 10ft and thereafter 15ft wide Road
ON THE EAST	- Land of Dag no. 1509
ON THE WEST	- 20ft wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO
(ALLOTMENT OF ALLOCATION TO THE OWNER)

The Developer shall provide the Owner's allocation in the Building to be constructed on the said premises in the following manner:

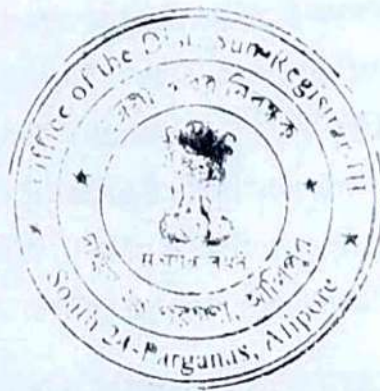
OWNER will get **50%** share of total F.A.R and/or total constructed area of the proposed building i.e.

If KMC sanction **Ground plus Three** storied building in that case Owner will get 50% Share of Ground Floor, Entire First Floor, 50% Share of Third Floor (Back side) AND If KMC sanction **Ground plus Four** storied building in that case Owner will get 50% Share of Ground Floor, Entire First Floor, 50% Share of Third Floor (Back side), 50% Share of Fourth Floor (Front side) and developer shall pay a sum of Rs. 10,000/- as forfeit amount.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE ALLOCATION OF THE DEVELOPER)

Developer will get rest **50%** share of total F.A.R and/or total constructed area of said proposed building (except Owner's allocation) i.e.

If KMC sanction **Ground plus Three** storied building in that case Developer will get 50% Share of Ground Floor, Entire Second Floor, 50% Share of Third Floor (Front side) AND If KMC sanction **Ground plus Four** storied building in that case Developer will get 50% Share of Ground Floor, Entire Second Floor, 50% Share of Third Floor (Front side), 50% Share of





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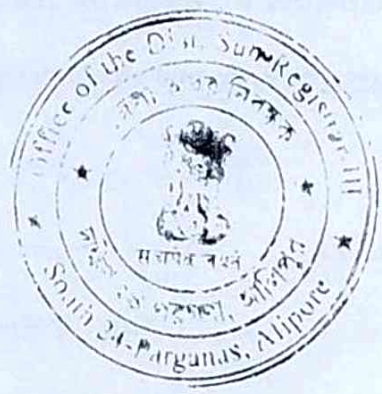
Fourth Floor (Back side) including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises together with right to enter into Agreement for Sale or transfer of Flats, spaces within the Developer's Allocation of the Building to be constructed on the said premises and to deal with the same in any manner whatsoever as per the discretion of the Developer.

The Ultimate roof of the Building shall be the common for all occupants of the Building including OWNER.

The Developer shall have right to enter into Agreement for Sale/Agreements for Sale or any type of transfer or in any way deal with the Developer's allocation of the Building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON PORTIONS)**

- I) Areas:
 - a) Entrance and exits.
 - b) Boundary Walls and Main Gate of the Premises.
 - c) Staircase, stair case landing stair head room and lobbies on all the floors of the Building.
- II) Water, Pumping and Drainage.
 - a) Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of the Unit and/or exclusively for its use). 
 - b) Water supply system. 



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c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of any unit/or exclusively for its use.

III) Electrical Installations:

a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use.

b) Lighting of the common portions.

c) Electrical installations relating to receiving of electricity.

IV) Others: Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owner.

V) Roof : Roof of the Building and open space on the Ground Floor of the Building shall be are as common.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF WORKS SPECIFICATION IN RESPECT OF THE BUILDING)

STRUCTURE AND FOUNDATION :

Building designed on R.C.C. foundations with Ambuja/Ultratrac cement conforming to Kolkata Municipal Corporation Rules or as per sanction Plan, floor and Design.

FLOORING

FLOORING & SKIRTING :

All rooms and verandah will have Vitrified Tiles finished all around with dado, stairs will have Marble finish.



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TOILETS:

All toilets will be provided with pipe for General water, standard white basin, pan or commode, all toilets walls will have glaze tiles upto 4' height all around and 5'-6' height in bath in area and floor will have Marble finished.

KITCHEN:

Kitchen will have One black stone shelf and one Steel sink and floor will have caste in Marble finished.

DOORS & DOORS FRAME:

All doors will have and wooden frame and 1 1/2" thick flush door having commercial ply, Main Entrance door will be flash door, Collapsible gate on the ground floor.

WINDOW FRAME & GRILLS:

All window frames shall be made of Aluminum and shutters with M.S. Grills of suitable design with 3mm smoke Glass.

INTERNAL WALLS:

Plaster walls finished with Putty. Bricks work will be done as per KMC Plan.

EXTERNAL WALLS:

External walls to be two coated with water proof cement paint such as Asian Paint with Weather Coat.

STAIR CASE:

Plaster wall finished with white lime-wash.

ELECTRICAL:



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All concealed wiring of Finolex/Havel's in every rooms, toilet, kitchen, living-cum-dining and veranda.


BED ROOMS:

1. One bracket light point.
2. One tube-light point.
3. One ceiling fan point.
4. One night lamp point.
5. One 6 Pin Plug point on Switch Board.
6. One A.C line

LIVING/DINING:

1. One tube light points.
2. One bracket light point.
3. One ceiling fan points.
4. One 5 Amp Point.
5. One 5 Pin Plug Point on Switch Board.
6. One Electric Cell Bell attached at Flats entrance.

KITCHEN:

1. One ceiling light point.
 2. One exhaust fan point.
 3. One 15 Amp Point.
 4. Microoven point
 5. Chimney point
- 



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TOILET:

1. One light point
2. One exhausts Point
3. Washing Machine point

ELECTRIC METER:

A separate electric meter shall be provided for each flat at the cost security deposits to be paid reimbursed by the intending buyers of flats holder.

The Developer shall provide for the electrical meter for common services including stair case lighting at costs but the amount of deposit shall be proportionately recorded from the intending buyers or flats holder.

PLUMBING:

Concealed Pipe for water line for basin, shower and tap in attached toilets, one inlet and outlet connected for kitchen, sink.

WATER:

The Developer provides K.M.C water from underground reservoir.





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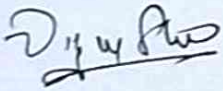
IN WITNESS WHEREOF both the Parties hereto set and subscribed their respective hands on the day, month and year first above written.

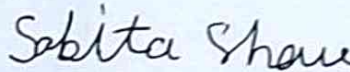
SIGNED, SEALED & DELIVERED

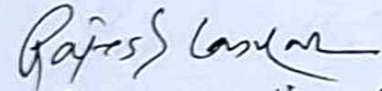
By the parties hereto

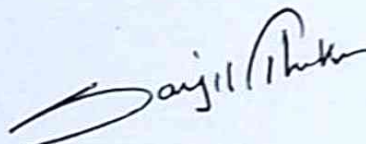
in presence of :-

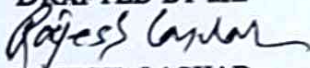
WITNESSES :-

1. 
1/3 Vivekanand Park
Bachchan - KOL-20.


SIGNATURE OF THE OWNER

2. 
Aspre patine Centre
44-27


SIGNATURE OF THE DEVELOPER

DRAFTED BY ME

RAJESH LASKAR

WB/29/09

ADVOCATE

ALIPORE COURT, KOL- 27



31 JUL 2024

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of **Rs. 10,000/- (Rupees Ten Thousand) only** by cash today as per the terms of these presents.

Sabita Shaw

Signature of the Owner

WITNESSES:

1. Dnyanesh

2. Rajesh Kumar



31 JUL 2024



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME-

SIGNATURE Sabita Shaw



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME- SANJIB THAKUR

SIGNATURE Sanjib Thakur



31 JUL 2024

Major Information of the Deed

Deed No :	I-1603-12782/2024	Date of Registration	31/07/2024
Query No / Year	1603-2002036440/2024	Office where deed is registered	
Query Date	30/07/2024 10:39:02 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rajesh Laskar Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8910845995, 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 : 10,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 52,20,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,071/- (Article:48(g))	Rs. 153/- (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:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: New Shibtala Road, , Premises No:Unassessed by KMC/HMC, Ward No: 113 Pin Code : 700070

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	1/-	51,30,002/-	Width of Approach Road: 20 Ft.,
Grand Total :				4.95Dec	1 /-	51,30,002 /-	



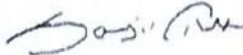
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	1 /-	90,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs SABITA SHAW Wife of Mr Sankar Prasad Shaw Executed by: Self, Date of Execution: 31/07/2024 , Admitted by: Self, Date of Admission: 31/07/2024 ,Place : Office	 31/07/2024	 Captured LTI 31/07/2024	 31/07/2024
1/2, Vivekananda Park,, City:- Not Specified, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: AMxxxxxx7M, Aadhaar No: 30xxxxxxxx3887, Status :Individual, Executed by: Self, Date of Execution: 31/07/2024 , Admitted by: Self, Date of Admission: 31/07/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SANJIB THAKUR (Presentant) Son of Mr Naresh Thakur Executed by: Self, Date of Execution: 31/07/2024 , Admitted by: Self, Date of Admission: 31/07/2024 ,Place : Office	 31/07/2024	 Captured LTI 31/07/2024	 31/07/2024
Son of Mr Naresh Thakur P-11, Pir Pukur Road, Vidyasagar Park, City:- Not Specified, P.O:- Bansdroni, P.S.- Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.:: AFxxxxxx2F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 31/07/2024 , Admitted by: Self, Date of Admission: 31/07/2024 ,Place : Office				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RAJESH LASKAR Son of Mr NURUDDIN LASKAR ALIPORE POLICE COURT, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 31/07/2024	 Captured 31/07/2024	 31/07/2024
Identifier Of Mrs SABITA SHAW, Mr SANJIB THAKUR			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs SABITA SHAW	Mr SANJIB THAKUR-4.95 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs SABITA SHAW	Mr SANJIB THAKUR-300.00000000 Sq Ft

Endorsement For Deed Number : I - 160312782 / 2024

On 31-07-2024

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 12:12 hrs on 31-07-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SANJIB THAKUR, Claimant.

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 52,20,002/-

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

Execution is admitted on 31/07/2024 by 1. Mrs SABITA SHAW, Wife of Mr Sankar Prasad Shaw, 1/2, Vivekananda Park,, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife, 2. Mr SANJIB THAKUR, Son of Mr Naresh Thakur, P-11, Pir Pukur Road, Vidyasagar Park, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business

Indetified by Mr RAJESH LASKAR, , , Son of Mr NURUDDIN LASKAR, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 153.00/- (B = Rs 100.00/- , 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 121/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 31/07/2024 10:39AM with Govt. Ref. No: 192024250145187958 on 31-07-2024, Amount Rs: 121/-, Bank: SBI EPay (SBlePay), Ref. No. 2232202361737 on 31-07-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/ by online = Rs 6,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10230, Amount: Rs.100.00/-, Date of Purchase: 15/07/2024, Vendor name: S B DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 31/07/2024 10:39AM with Govt. Ref. No: 192024250145187958 on 31-07-2024, Amount Rs: 6,971/-, Bank: SBI EPay (SBlePay), Ref. No. 2232202361737 on 31-07-2024, 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 332396 to 332428

being No 160312782 for the year 2024.



Dhar

Digitally signed by Debasish Dhar
Date: 2024.07.31 18:47:00 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 31/07/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.