

06885/22

T-6861/20.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

H 039068

26/5/22

154 5042

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

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

26 MAY 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 26th day
of May, Two Thousand Twenty Two (2022)

BETWEEN

(1) SRI RANJIT ROY, PAN BBHPR2344R, Aadhaar No.4540 1489 9635, Son of Sri Sunirmal Roy, by faith Hindu, by occupation Service, Nationality Indian, residing at 27, New Shibtala Road, P.O. Bansdrone, Police Station formerly Regent Park at present Bansdrone, Kolkata 700070, District South 24 Parganas, and (2) SRI SISIR KUMAR ROY, PAN ATDPR5868D, Aadhaar No.4790 3550 9506, Son of Sri Sunirmal Roy, by faith Hindu, by occupation Service, Nationality Indian, residing at 27, New Shibtala Road, P.O. Bansdrone, Police Station formerly Regent Park at present Bansdrone, Kolkata 700070, District South 24 Parganas, hereinafter called and referred to as the "LAND OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, successors and assignee) of the ONE PART;

AND

"M/S AHANA CONSTRUCTION", a proprietor ship firm, having its office at 3/5, New Shibtala Road, P.O. Bansdrone, Police Station formerly Regent Park, now Bansdrone, Kolkata 700070, represented by its sole proprietor SRI BIPLAB KARMAKAR, PAN - AXQPK8999P, Aadhaar No.2863 2047 0686, son of Late Anil Chandra

Karmakar, by faith - Hindu, By occupation Business, Nationality Indian, residing at 3/5, New Shibtala Road, P.O. Bansdrani, Police Station formerly Regent Park, now Bansdrani, Kolkata 700070, hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-office, successor-in-interest, executors, administrators, legal representatives, successors and assignee) of the OTHER PART;

WHEREAS one Sri Ranjit Roy, Son of Sri Sunirmal Roy, was the sole and absolute owner of the land measuring about 01 Cottah 08 Chittak together with 150 Sq.ft. RT Shed Structure standing thereon, lying and situated under Mouza Bansdrani, J.L. No.45, Re: Sa No.381, under Khatian No.157, comprised in Dag No.1275 and 1276, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.113, being Kolkata Municipal Corporation Premises No.13, New Shibtala Road, Police Station formerly Sadar Tollygunge, at present thereafter Regent Park now Regent Park, Kolkata 700070, District South 24 Parganas, and has been enjoying the same by mutating his name with the records of the Kolkata Municipal Corporation under Assessee No.311131500134.

AND WHEREAS while said Sri Ranjit Roy was sufficiently seized and possessed the aforesaid property, free from all encumbrances, out of natural love and affection by virtue of a registered Deed of Gift dated 9th day of October, 2021 which was duly executed and registered in the Office of District Sub Registrar II at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602-2021, pages from 392842 to 392861, Being No.160209144 for the year 2021 transferred the undivided 2 Chittaks of land out of his aforesaid property unto and in favour of his brother namely Sri Sisir Kumar Roy, the owner herein and delivered possession thereof.

AND WHEREAS one Sisir Kumar Roy was the owner of land measuring about 01 Cottah 08 Chittak together with 150 Sq.ft. RT Shed Structure standing thereon, lying and situated under Mouza Bansdroni, J.L. No.45, Re: Sa No.381, under Khatian No.157, comprised in Dag No.1275 and 1276, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.113, being Kolkata Municipal Corporation Premises No.13, New Shibtala Road, Police Station formerly Regent Park at present Bansdroni, Kolkata 700070, District South 24 Parganas, and has been enjoying the same by mutating his name with the records of the Kolkata Municipal Corporation under under Assessee No.311131500134.

AND WHEREAS on the self same day i.e. on 09.10.2021 said Sri Sisir Kumar Roy out of natural love and affection by virtue of another registered Deed of Gift dated 9th day of October, 2021 which was duly executed and registered in the Office of District Sub Registrar II at Alipore, South 24 Parganas and recorded in Book No.1, Volume No.1602-2021, pages from 391316 to 391334, Being No.160209145 for the year 2021 transferred the undivided 2 Chittaks of land out of total land measuring about 01 Cottah 08 Chittak together with 150 Sq.ft. RT Shed Structure standing thereon, lying and situated under Mouza Bansdroni, J.L. No.45, Re: Sa No.381, under Khatian No.157, comprised in Dag No.1275 and 1276, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.113, being Kolkata Municipal Corporation Premises No.13, New Shibtala Road, Police Station formerly Regent Park at present Bansdroni Kolkata 700070, District South 24 Parganas, under Assessee No.311131500134, lying and situated property unto and in favour of his brother namely Sri Ranjit Roy, the owner herein and delivered possession thereof.

THUS the present owners become the joint owners of ALL THAT piece and parcel of land measuring 3 Cottah 0 Chittaks 0 Sq.ft., be the same a little more or less, together with 300 Sq.ft. R.T. Shed Structure standing thereon, lying and situated under Mouza Bansdroni, J.L. No.45, Re: Sa

No.381, under Khatian No.157, comprised in Dag No.1275 and 1276, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.113, and after amalgamation of the aforesaid two plots of land by the K.M.C. the amalgamated Kolkata Municipal Corporation Premises No.13, New Shibtala Road, Police Station formerly Regent Park at present Bansdroni, Kolkata 700070, District South 24 Parganas, under Assessee No.311131500134, more fully and particularly described in the Schedule 'A' hereunder written.

AND WHEREAS after becoming joint owners of the aforesaid property said Ranjit Roy and Sri Sisir Kumar Roy recorded their names with the records of B.L. & L.R.O. under L.R. Khatian Nos.4407 and 4403 respectively and also converted the nature of land from 'Sali' to 'Bastu' vide Case No.PC/335/KOL/2022 and PC/336/KOL/2022 respectively.

AND WHEREAS the owners of the one part are desirous of developing the said premises by construction of new building for residential purpose, but due to insufficient of fund and lack of knowledge unable to do the same and on coming to know such desire of the owners, the Developer herein became interested to undertake such constructional work by using its own finance and made a proposal to the owners to that effect and on discussion, the owners herein became agreed to enter into an Agreement

for Development allowing the said firm to undertake such construction on the said premises at the costs and expenses to be incurred by the said developer under certain terms and conditions.

NOW THIS AGREEMENT AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES as follows:-

ARTICLE - I
DEFINITIONS

1. Unless in these presents, it is repugnant to or inconsistent with the context:-

1.01 OWNERS : Shall mean (1) SRI RANJIT ROY, PAN BBHPR2344R, Aadhaar No.4540 1489 9635, Son of Sri Nirmal Roy, by faith Hindu, by occupation Service, Nationality Indian, residing at 27, New Shibtala Road, P.O. Bansdrone, Police Station formerly Regent Park at present Bansdrone Kolkata 700070, District South 24 Parganas, and (2) SRI SISIR KUMAR ROY, PAN ATDPR5868D, Aadhaar No.4790 3550 9506, Son of Sri Sunirmal Roy, by faith Hindu, by occupation Service, Nationality Indian, residing at 27, New Shibtala Road, P.O. Bansdrone, Police Station formerly Regent Park at present Bansdrone Kolkata 700070, District South 24 Parganas, the party of the ONE PART and shall include their representatives, heirs and assigns.

1.02 DEVELOPER: "M/S AHANA CONSTRUCTION", a proprietor ship firm, having its office at 3/5, New Shibtala Road, P.O. Bansdrone, Police Station formerly Regent Park, now Bansdrone, Kolkata 700070, represented by its sole proprietor SRI BIPLAB KARMAKAR, PAN - AXQPK8999P, Aadhaar No.2863 2047 0686, son of Late Anil Chandra Karmakar, by faith - Hindu, By occupation Business, Nationality Indian, residing at 3/5, New Shibtala Road, P.O. Bansdrone, Police Station formerly Regent Park, now Bansdrone, Kolkata 700070, the party of the OTHER PART and shall include his representative heirs and assigns.

1.03 SAID PREMISES : shall mean ALL THAT piece and parcel of land measuring 3 Cottah 0 Chittaks 0 Sq.ft., be the same a little more or less, together with 300 Sq.ft. R.T. Shed Structure standing thereon, lying and situated under Mouza Bansdrone, J.L. No.45, Re: Sa No.381, under Khatian No.157, L.R. Khatian Nos.4407 and 4403 comprised in Dag No.1275 and 1276, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.113, and after amalgamation of the aforesaid two plots of land by the K.M.C. the amalgamated Kolkata Municipal Corporation Premises No.13, New Shibtala Road, Police Station formerly Regent Park at present Bansdrone Kolkata 700070, District South 24

Parganas, under Assessee No.311131500134, more fully described in the First Schedule hereunder written.

- 1.04 BUILDING Shall mean the proposed three storied building proposed to be constructed at the said premises strictly as per Building Plan to be sanctioned by the Kolkata Municipal Corporation (K.M.C.)
- 1.05 The owners/ONE PART appoint and the OTHER PARTY accept the appointment as DEVELOPER of the premises.
- 1.06 ARCHITECT shall mean such Architect or Architects as may be appointed from time to time by the Developer at its own costs and expenses for designing, planning and supervising the proposed building at the said premises.
- 1.07 PLANS : shall mean the Building Plans with the maximum available F.A.R. to be sanctioned by the Kolkata Municipal Corporation in the names of the owners of the One part at the cost and expenses and guidance of the Developer for the construction of building in the said premises and shall include such additions, alterations and modification as the

Developer may make subsequently upon sanction by the K.M.C.

1.08 ULTIMATE ROOF OF THE PROPOSED BUILDING :

Shall be regarded as common portion of the building and the same shall be dealt with under the provisions of West Bengal Apartment Ownership Act, 1972.

1.09 COMMON AREAS : shall mean and include corridors, stair-ways, passage ways, drive way, common lavatories, stair cover, pump rooms, roof of the building underground water reservoir, overhead water tank and other areas meant for common enjoyment of the buyers/occupants in the said building.

1.10 COMMON FACILITIES AND AMENITIES shall mean and include water pumps, overhead and underground water reservoirs, provided in the building in the "said premises" for common enjoyment of all the parties.

1.11 OWNERS' ALLOCATION: The owners shall get 50% of the constructed area out of which (1) one number of flat two bed room, on the ground floor, ^{Front}~~back~~ side (2) one number of flat two bed rooms, on the first floor, ^{Back}~~front~~ side and (3) one Flat two bed room on the Second Floor, back side of the building proposed to be constructed as per the plan to be sanctioned by the K.M.C. authority. Apart from the above, the developer

Ranjit Roy

Bibin Kumar Roy

M/s. AHANA CONSTRUCTION

Biplab Karmakar
Proprietor

shall pay a sum of Rs.2,00,000/- (Rupees two lac) only towards non-refundable and/or non-adjustable amount to the owners in the following matter:-

- a) At the time of ~~execution of this Agreement~~ ^{FIRST ROOF CASTING} Rs.1,00,000/-
- b) At the time of delivery of possession of owners' allocation-Rs.1,00,000/-

1.12 DEVELOPER'S ALLOCATION : shall mean (1) one self contained flat on the ground floor, ~~front~~ ^{Back} side, (2) one self contained flat on the first floor, ~~back~~ ^{Front} side and (3) one self contained flat on the second floor, front side of the proposed building, proposed to be constructed as per plan to be sanctioned by the K.M.C. authority along with the undivided impartible share of land comprised in the said premises with proportionate right, title and interest in all the common facilities and amenities including the open spaces of the premises.

1.13 ALTERNATIVE ACCOMMODATION : The Developer/ Other party shall take the responsibility for shifting the respective two families of the owners in habitable condition/space till handover the owners' allocation and the monthly shifting charges shall not be exceeded Rs.5,000/- per month to each owners

M/s. AHANA CONSTRUCTION

Biplab Karmakar
Proprietor

M/s. AHANA CONSTRUCTION

Biplab Karmakar
Proprietor

- 1.14 TRANSFEROR : shall mean the owners as well as Developer in respect of their respective shares.
- 1.15 TRANSFeree : Shall mean the person, firm, company, association of persons or co-operative society to whom any flat/unit in the building is intended to be transferred by the owners and/or the developer.
- 1.16 DEMOLITION AND DEBRIS : The Developer shall at his risk and responsibility shall demolish the existing building and collected Debris at his benefit.

ARTICLE - II
CONSIDERATION

- 2.1. In consideration of the Owners have agreed to transfer the proportionate land appertaining to the Developer's allocation, the developer has agreed to complete the development of the entire said premises by construction of three storied building residential use with all common areas and common facilities and amenities at its own costs, expenses and risks and to handover the owners the areas of owners' allocation duly constructed by the developer at its own costs, expenses and risks absolutely free from all encumbrances within 24 (twenty four) months from the start date of starting date of construction. Time is

the essence of contract. If the developer fails to complete the building and handover the possession of the owners' allocation within the time then the developer is bound to pay to the owners a sum of Rs.5,000/- per month as compensation.

- 2.2. Delivery of owners' allocation shall form or be deemed to from the adequate consideration for the transfer of undivided proportionate share in the land appertaining to the developer's allocation by the owners to the developer or its nominees by one or more deeds of conveyance. The owners, therefore will have no right, title or interest over the land.

ARTICLE - III
OWNERS' RIGHTS & REPRESENTATIONS

- 3.1 The said premises is free hold and the owners are absolutely seized and possessed of or otherwise well and sufficiently to all that the said premises.
- 3.2 The said premises is free from all encumbrances, charges, liens, lispens, attachments, trust, whatsoever or howsoever and there are no acquisition, requisitions or attachments of any nature from any authority and there are no notices served on the said premises affecting the ownership and/or the development of the said premises by the owners developer.

- 3.3 That the total area comprised in the said premises is 03 Cottahs 0 Chittacks 0 square feet, be the same a little more or less, more fully described in the Schedule written herein below.
- 3.4 The owners will furnish all the required documents/information of title on the said premises to the satisfaction of Government, Semi-Government or local Development authority and/or other. All the certified copy of the deed will be handed over to the developer on his accountable receipts and the original deed will be produced by the owners as and when it is necessary without delay.
- 3.5 The owners have not created any encumbrances of any nature whatsoever on the said premises or any part thereof and undertake not to sell, dispose off, alienate or deal with the said premises or any part thereof save and except putting the developer in possession of the said premises for the purpose of development, pursuant to this agreement. However, the owners shall be entitled to deal with any part of the owners' allocation on or before delivery of the same by the developer.
- 3.6 Only after peaceful shifting of the owners to the alternative habitable accommodation, the owners shall put the developer in possession of the said premises with full power and right to commence carry

on and complete development thereof in terms of the proposed Building Sanction Plan of the K.M.C. The said permission to develop the said premises will be impersonal to the Developer, the Developer at any point of time can join with the developer for the purpose of betterment of the project and in that event the owners shall not raise any objection.

- 3.7 The developer will be deemed to be in possession of the said premises and will be free to do all acts, deeds and things required for the development of the said premises as per sanction plan at its own costs, expenses and risks. The name of the building therein shall be such as may be suggested by the owners and the developer jointly.
- 3.8 The owners will have no objection if the developer submits building plans or any modified plan or plans in the name of the owners or apply for any other sanctions, permission or approvals. It is clearly understood that all the fees and costs relating to approvals, permissions and sanctions will be borne and paid by the developer.
- 3.9 The owners will convey and/or transfer the proportionate share in the total land appertaining to the Developer's allocation, free from all encumbrances to the developer or the persons nominated by the

developer including firms, co-operative societies, incorporated body/ies or company/ies.

3.10 The owners shall become absolutely entitled to deal with his allocation as and when required from time to time and in such manner as it may find necessary and deemed fit and proper but not inconsistent with the terms and conditions herein.

3.11 The owners will hold the owners' allocation on the same terms and conditions as other owners of other portion of the building and shall observe and follow the common covenants relating to the management and maintenance of common areas and common facilities and amenities in the building like any other purchasers of any part of the developer's allocation subject to usual terms and conditions and/or rules and regulations made in this behalf. Until an Association is formed of the owners/ purchasers of the units of the building constructed at the said premises and/or other structures thereon including the remaining units of owners and the developer's allocation, so long such owners/purchasers and/or owners and developer will bear and pay maintenance charges proportionately as may be determined by both to the developer who will manage and maintain the common areas and common facilities and amenities.

ARTICLE - IV
DEVELOPER'S RIGHT & REPRESENTATION

- 4.1. The owners hereby grant, subject to what have been hereinafter provided, the exclusive right to the developer to build, construct, erect and complete the building at the said premises and commercially exploit the same by entering into Agreement for Sale on Ownership Basis and/or transfer by any other means the developer's allocation in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation with or without amendments and/or modifications made or caused by the Developer with approval of the K.M.C. but without diminishing the mandatory open space.
- 4.2. The developer shall be entitled to prepare modify and/or alter the Building plans and to submit the same to the Kolkata Municipal Corporation in the name of the owners or in the name of the developer at the costs and expenses of the developer and the developer shall pay and bear all fees including Architects fees, charges and expenses required to be paid or deposited for obtaining the sanction of the Kolkata Municipal Corporation for construction of Building on the said premises. However, if on the request of any prospective purchaser or purchasers, any particular internal modification/ alteration is

made in that event, the purchaser of that unit/flat shall bear and pay all the Kolkata Municipal Corporation fees and deposits including Architect fees for such modification /alteration.

- 4.3. The building will be constructed with new First Class Building materials and good workmanship and strictly in accordance with sanctioned Building Plan with such internal additions, modifications and alterations therein as be designed without the consent and approval of the owners and with such amendment thereto and modification thereof only with the approval and sanction of the Kolkata Municipal Corporation or other necessary body or authorities.
- 4.4. Nothing in these presents shall be construed as a demise or assignment or transfer by the owners of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof by the Developer other than an exclusive license to the developer to commercially exploit the said premises in terms hereto and to deal with the developer's allocation in the Building to be constructed thereon in the manner and subject to the conditions herein after stated.

- 4.5. The developer will proceed expeditiously in any matter of development thereof by preparation of building plan.
- 4.6. The developer shall complete the development of the entire said premises by construction of owners' facilities and amenities within 24 (twenty four) months from the date of starting construction work. If the developer fails and neglects to perform the covenant i.e. to complete the building and fully completed with all common facilities, enjoyments and amenities within the period mentioned above, failing which the Developer has to pay Rs.5,000/- per month as delay charge failing which the owners have option to cancel this agreement.
- 4.7. The developer will be entitled to develop the said premises by constructing building thereon consisting of several flats/units/car parking spaces, in accordance with the building plans and to sell and/or transfer by any other means any part or portions of the developer's allocation after handing over the owners' allocation in habitable condition of flats/car parking spaces to any person of its choice on such terms and conditions or for such consideration as the developer shall think fit and proper without any interference by the owners. All the consideration

money shall be realised and appropriated by the developer absolutely at its discretion and the owners shall have no claim whatsoever against the sale proceeds or any part of developer's allocation.

- 4.8. In case of any amendment and/or changes in the Kolkata Municipal Corporation present Rules and Regulations and conditions and/or provisions under any statute for carrying out the construction work mentioned hereinabove, it would be the responsibility of the developer to comply therewith at its own costs and expenses and the owners will extend all co-operation and render all assistance, if necessary, to the developer in complying therewith.
- 4.9. The developer shall remain responsible to clear all the outgoings, statutory dues of Municipal Corporation and all other rates and taxes in respect of the said premises from the date of signing and execution this Agreement till the date of handing over the owners' allocation, completed in all respects. There-after, the parties hereto shall bear and pay all outgoings in respect of their respective Allocations/areas in the proposed building and each party shall keep the other served, harmless and indemnified in respect thereof.

4.10. The developer will act as independent developer in constructing the Building on the said premises and will keep the owners indemnified from and against all third party claims, arising out of any act of omission against the development in or relating to the construction of the said building and will keep harmless the owners against all claims, demands, damages and losses of whatsoever nature and from all proceedings in court and before other authorities relating to the construction of the aforesaid proposed building in terms hereof so long the owners fulfill and perform his respective obligations herein contained.

4.11. The owners will not be in any way responsible for the construction of the units/flats comprised in the developer's allocation and/or regarding delivery of units /flats, nor the owners will be liable for any claims, losses and/or damages arising out of the terms of the proposed agreement between the developer and intending purchasers so long the owners observe, fulfill and perform their obligations hereunder contained.

4.12. For the purpose of getting water for construction of the building at the said premises, the developer will arrange for the same from the Kolkata Municipal Corporation at its own costs and expenses. If any

consent of the owners are required, the owners will give consent immediately on demand so by the Developer.

- 4.13. The developer affirms to deliver the owners' allocation within the stipulated period.

ARTICLE – V
MISCELLANEOUS

- 5.1. That all the owners will execute and give a registered General Power of Attorney in the name of Developer, for selling right of the developer's allocation only except the owners' allocation immediately after execution of this Agreement.
- 5.2. The developer, at the time of development, shall be entitled to construct Godown and put up sign Boards and Hoardings, on the said premises and shall be entitled to advertise in the Daily News papers for sale of Developer's allocation after execution of these present for the purpose of this agreement.
- 5.3. The owners will join as the Confirming Party in any Agreement that the developers may enter into with the purchasers of Units/flats/Car parking space s along with common facilities, if the developer so required, of the Unit/Flats/car parking space/shop or

portion of the Developer's allocation in the building on ownership basis but the owners need not sign the Memo of Consideration part thereof. Similarly, if required by the owners, the developer will join as confirming party in any Agreement for Sale that the owners may enter into vide the purchasers of Units/Flats along with common facilities for the portion of owners' association in the proposed building on ownership basis.

- 5.4. In case of transferees of the flats/units of the other part's allocation fails to have register the Deed of Conveyance in his/her/their names or have fail to mutate his/her/their names in the records of K.M.C. in that event owners shall have no liability to pay any tax and other charges to the K.M.C. and other authorities.
- 5.5. The parties have entered into this Agreement purely on a principal basis and nothing stated herein shall be deemed to be or constituted as partnership between the owners and the developer nor shall the owners and the developer in any manner constitute as Association of the persons. Each party shall keep the other party indemnified from and against the same.

ARTICLE - VI
FORCE MAJEURE

- 6.1 The developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of the FORCE MAJEURE.
- 6.2 FORCE MAJEURE : Shall mean flood, earth quake, riot, war, storm, tempest, civil commotion strikes and any act of commission beyond the reasonable control of the Developer.

If any dispute arise between the parties then both the parties will solve their problem by the competent court of law.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 3 Cottah 0 Chittaks 0 Sq.ft., be the same a little more or less, together with 300 Sq.ft. R.T. Shed Structure standing thereon, lying and situated under Mouza Bansdroni, J.L. No.45, Re: Sa No.381, under Khatian No.157, L.R. Khatian Nos.4407 and 4403 comprised in Dag No.1275 and 1276, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.113, being Kolkata Municipal Corporation Premises No.13, New Shibatala Road, Police Station formerly Regent Park at present Bansdroni, Kolkata 700070, District South 24 Parganas, under Assessee No.311131500134, which is butted and bounded as follows:-

ON THE NORTH : Dag No. 1275 (P) & 1276 (P)
 ON THE SOUTH : Others Land & club
 ON THE EAST : 11'-0" wide K.M.C. Road
 ON THE WEST : Others landed property

M/S. AHANA CONSTRUCTION

Biplab Karmacharya
Proprietor

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNERS' ALLOCATION)

ALL THAT piece and parcel of The owners shall get 50% of the constructed area out of which (1) one number of flat on the ground floor, two bed rooms ^{Front} ~~Back~~ side (2) one number of flat on the first floor, two bed rooms ^{Back} ~~Front~~ side and (3) one Flat on the Second Floor, two bed rooms back side of the building proposed to be constructed as per the plan to be sanctioned by the K.M.C. authority. Apart from the above, the developer shall pay a sum of Rs.2,00,000/- (Rupees two lac) only towards non-refundable and/or non-adjustable amount to the owners in the following manner:-

M/S. AHANA CONSTRUCTION

Biplab Karmacharya
Proprietor

- FIRST ROOF CASTING
 a) At the time of ~~execution of this agreement~~ Rs.1,00,000/-
 b) At the time of delivery of possession of owners' allocation Rs.1,00,000/-

M/S. AHANA CONSTRUCTION

Biplab Karmacharya
Proprietor

THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT piece and parcel of (1) one self contained flat on the ground floor, ~~Back~~^{Back} side, (2) one self contained flat on the first floor, ~~Back~~^{Front} side and (3) one self contained flat on the second floor, front side of the proposed building, proposed to be constructed as per plan to be sanctioned by the K.M.C. authority along with the undivided impartible share of land comprised in the said premises with proportionate right, title and interest in all the common facilities and amenities including the open spaces of the premises.

(SPECIFICATION OF THE CONSTRUCTION)

FOUNDATION: The Building is designed on R.C.C. Footing and Frame as per design.

WALLS : All the external walls shall be of 200mm thick brick wall with cement plaster. All internal partition walls shall be 75mm thick brick wall with both side cement plaster. Walls between the two flats : 125mm thick.

DOORS : Sal wood frames and all doors shutters shall of 32mm thick flash doors with one coat white primer. All fittings such as M.S. Hinges, Godrej, Mortick Lock (Only

Ranjit Roy
Bibin Kumar Roy

M/s. AHANA CONSTRUCTION

Biplab Kumar
Proprietor

Main Door) with Haddle, Aluminum Tower Bolt, Door stopper, vision apparatus shall be provided to Main Door.

WINDOWS : All the windows shall be of steel frame with integrated grill (18mm X 5mm) with glass panels and handles with one coat of primer over coat of Red Oxide and one coat Synthetic Enamel Paint.

FLOORING : All the Flooring shall be Floor tiles. Toilets shall have 5'-0" high Colour glazed tiles over skirting on all sides.

INTERNAL FINISHING TO WALLS: All internal walls, ceilings, verandah shall be finished in plaster of Paris except staircase.

SANITARY & PLUMBING : All the internal horizontal soil and water pipes shall be of 50mm and 100mm Dia G.I./P.V.C. pipes joint in cement.

All the vertical soil, vent and waste water pipes shall be in 50mm to 100mm Dia G.I./P.V.C. pipes joint with cement mortar and exposes to walls. All the rain water pipes shall be 100mm Dia in good quality.

All the water supply pipes shall be within (Oriplast & G.I.)/1st EXPOSED TO WALLS. ALL THE SANITARY AND TOILET WILL BE OF WHITE EWC type Commode with low down P.V.C. cistern 1 No. all bath room fittings, two water points and upto 5'-0" height side wall tiles.

ELECTRIFICATION: All the internal wiring shall be concealed in plaything conduct; all switch Board of M.S. Flush with walls with "Acrylic" core and all Switch Board of "Pritam Brand." One A.C. point to be provided in a bed room to each of the owners' allotted flats by the developer.

WATER SUPPLY : K.M.C. Water supply as it is available. The source of water will be supply water in the premises and the said supply water will be first storied in the overhead tank situated upon the roof of the said building and from the said overhead tank.

GENERAL : All the internal approach Roads/Passage shall be of cement concreted (Jhama) and on edge of 75mm brick point, brick boundary wall upto a height of 5'-0" with both side plaster.

Each flat shall have separate WBEDCL Meter and the cost of the same will be borne by all the Flat Owner individually and the existing meter will be treated as common.

Any addition and alteration in the flat shall be subject to approval of the Architect and the requisite cost shall be borne by the Purchasers/owners in advance.

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

WITNESSES :-

1. *Nay Deb Bose*
21B RASHBHARI AVENUE
KOL 26

2. *Rajesh Dutta* *Ranjit Roy*
Adv. *Biswajit Roy*
Alipore Judges
Court, Kri-27

SIGNATURE OF THE OWNER

Drafted by me:-

Rajesh Dutta
(RAJESH DUTTA) *Adv.*
Advocate

Enrolment No. WB/1074/1999
Alipore Judges' Court,
Kolkata 700027












M/s. AHANA CONSTRUCTION

Biplab Karmakar
Proprietor

SIGNATURE OF THE DEVELOPER












Typed by me :-

Rajin Saha
Alipore Judges' Court,
Kolkata 700027

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					












Name.....

Signature *Sanjit Roy*.....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name.....

Signature *Biswajit Roy*.....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name.....

Signature *Biplab...*.....



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

GRN Details

GRN:	192022230035342191	Payment Mode:	Online Payment
GRN Date:	26/05/2022 12:03:57	Bank/Gateway:	AXIS Bank
BRN:	323503907	BRN Date:	26/05/2022 12:04:54
Payment Status:	Successful	Payment Ref. No:	2001545042/1/2022
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	RAJESH DUTTA
Address:	alipore
Mobile:	9831703959
Depositor Status:	Advocate
Query No:	2001545042
Applicant's Name:	Mr S DAS
Identification No:	2001545042/1/2022
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001545042/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	2001545042/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	1021
Total				3042

IN WORDS: THREE THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1602-06861/2022	Date of Registration	26/05/2022
Query No / Year	1602-2001545042/2022	Office where deed is registered	
Query Date	25/05/2022 7:28:24 AM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	S DAS ALIPORE,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8240369134, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]	
Set Forth value		Market Value	
		Rs. 30,51,002/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,021/- (Article:48(g))		Rs. 1,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



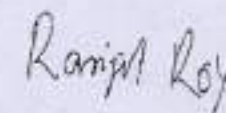


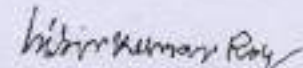
District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: New Shibtala Road, , Premises No: 13, , Ward No: 113 Pin Code : 700070

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		29,70,002/-	Property is on Road
Grand Total :				4.95Dec	0 /-	29,70,002 /-	

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.	0/-	81,000/-	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	0 /-	81,000 /-	



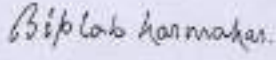


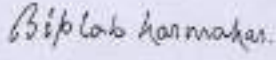


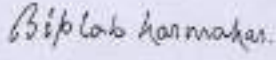
Land Lord Details :

Sl No	Name	Address	Photo	Finger print	Signature
1	Mr RANJIT RAY (Presentant) Son of Mr SUNIRMAL ROY Executed by: Self, Date of Execution: 26/05/2022 , Admitted by: Self, Date of Admission: 26/05/2022 ,Place : Office	27, NEW SHIBTALA ROAD, City:- , P.O:- BANSDRONI, P.S:-Bansdrone, District:-South24-Pargana West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: BBxxxxxx4R, Aadhaar No: 45xxxxxxxx9635, Status :Individual, Executed by: , Admitted by: Self, Date of Admission: 26/05/2022 ,Place : Office	 26/05/2022	 LTI 26/05/2022	 26/05/2022
2	Mr SISIR KUMAR ROY Son of Mr SUNIRMAL ROY Executed by: Self, Date of Execution: 26/05/2022 , Admitted by: Self, Date of Admission: 26/05/2022 ,Place : Office	27, NEW SHIBTALA ROAD, City:- , P.O:- BANSDRONI, P.S:-Bansdrone, District:-South24-Pargana West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: ATxxxxxx8D, Aadhaar No: 47xxxxxxxx9506, Status :Individual, Executed by: Se, Admitted by: Self, Date of Admission: 26/05/2022 ,Place : Office	 26/05/2022	 LTI 26/05/2022	 26/05/2022

Developer Details :

Sl No	Name	Address	Photo	Finger print and Signature
1	AHANA CONSTRUCTION 3/5, NEW SHIBTALA ROAD, City:- , P.O:- BANSDRONI, P.S:-Bansdrone, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 , PAN No.: AXxxxxxx9P, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr BIPLAB KARMAKAR Son of Late ANIL CHANDRA KARMAKAR Date of Execution - 26/05/2022, , Admitted by: Self, Date of Admission: 26/05/2022, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>May 26 2022 2:51PM</td> <td>LTI</td> <td>26/05/2022</td> <td>26/05/2022</td> </tr> </tbody> </table> <p>3/5, NEW SHIBTALA ROAD, City:- , P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AXxxxxxx9P, Aadhaar No: 28xxxxxxxx0686 Status : Representative, Representative of : AHANA CONSTRUCTION (as PROPRIETOR)</p>	Name	Photo	Finger Print	Signature	Mr BIPLAB KARMAKAR Son of Late ANIL CHANDRA KARMAKAR Date of Execution - 26/05/2022, , Admitted by: Self, Date of Admission: 26/05/2022, Place of Admission of Execution: Office				May 26 2022 2:51PM	LTI	26/05/2022	26/05/2022
Name	Photo	Finger Print	Signature										
Mr BIPLAB KARMAKAR Son of Late ANIL CHANDRA KARMAKAR Date of Execution - 26/05/2022, , Admitted by: Self, Date of Admission: 26/05/2022, Place of Admission of Execution: Office													
May 26 2022 2:51PM	LTI	26/05/2022	26/05/2022										

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SANJU DAS Son of Mr HARU DAS SODEPUR K K ROAD, City:- , P.O:- HARIDDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082			
26/05/2022	26/05/2022	26/05/2022	26/05/2022

Identifier Of Mr RANJIT RAY, Mr SISIR KUMAR ROY, Mr BIPLAB KARMAKAR

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr RANJIT RAY	AHANA CONSTRUCTION-2.475 Dec
2	Mr SISIR KUMAR ROY	AHANA CONSTRUCTION-2.475 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr RANJIT RAY	AHANA CONSTRUCTION-150.00000000 Sq Ft
2	Mr SISIR KUMAR ROY	AHANA CONSTRUCTION-150.00000000 Sq Ft

On 26-05-2022

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 14:07 hrs on 26-05-2022, at the Office of the D.S.R. -II SOUTH 24-PARGANAS by Mr RANJIT RAY, one of the Executants.

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 30,51,002/-

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

Execution is admitted on 26/05/2022 by 1. Mr RANJIT RAY, Son of Mr SUNIRMAL ROY, 27, NEW SHIBTALA ROAD, P.O: BANSDRONI, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Service, 2. Mr SISIR KUMAR ROY, Son of Mr SUNIRMAL ROY, 27, NEW SHIBTALA ROAD, P.O: BANSDRONI, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Service

Indetified by Mr SANJU DAS, , Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Business

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

Execution is admitted on 26-05-2022 by Mr BIPLAB KARMAKAR, PROPRIETOR, AHANA CONSTRUCTION, 3/5, NEW SHIBTALA ROAD, City:- , P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070

Indetified by Mr SANJU DAS, , Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,053/- (B = Rs 1,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/05/2022 12:04PM with Govt. Ref. No: 192022230035342191 on 26-05-2022, Amount Rs: 1,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 323503907 on 26-05-2022, 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 5,000/-, by online = Rs 2,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 039068, Amount: Rs.5,000/-, Date of Purchase: 26/05/2022, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/05/2022 12:04PM with Govt. Ref. No: 192022230035342191 on 26-05-2022, Amount Rs: 2,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 323503907 on 26-05-2022, Head of Account 0030-02-103-003-02



Santanu Basak

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

