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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 526115

Constitutional Development is directed to
regulate the management of shares and
the management of the assets of the
development of the country.

16 FEB 2023

District Sub-Register-III
Alipore, South 24-parganas

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 16th day of February Two Thousand and Twenty Three (2023) **BETWEEN** [1] **SMT REKHA PAUL (PAN: AFYPP8212L) (Aadhaar No.8019 7403 0086)** wife of Sri Panchanan Pal, by faith – Hindu, by occupation – Housewife, by Nationality – Indian, residing at 40A, Baikuntha Ghosh Road, P.O. Kasba, P.S. Kasba, Kolkata – 700 042 and [2] **SMT SULATA PAL (PAN: ANWPP6135A) (Aadhaar No.4941 3096 7143)** wife of Sri Debu Pal, by faith – Hindu, by occupation – Housewife, by Nationality – Indian, residing at 110/A, Kumar Para Lane, P.O. Kasba, P.S. Kasba, Kolkata – 700 042, hereinafter called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, representatives, administrators and / or assigns) of the **FIRST PART**.

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A N D

M/S. STAR CONSTRUCTION a Proprietorship Firm, having its office at 140A, Swinhoe Lane, P.O. Kasba, P.S. Kasba, Kolkata – 700 042, represented by its Proprietor **SMT TUMPA RAJBANGSHI** (PAN: BZMPR0330Q) (Aadhaar No.2983 8651 3661) daughter of Sri Dayal Rajbangshi, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Indira Nagar, Block – 1, P.O. Sodepur, P.S. Khardah, Kolkata – 700 110, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, representatives, administrator and assigns) of the **SECOND PART**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

ARTICLE – I : DEFINITIONS

[1] **THE OWNERS :** The Owners will mean the legal title holder of the land mentioned in the First Part of this Agreement unless excluded by / or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors and / or assigns.

[2] **THE DEVELOPER:** The Developer mean the Developer of the Second Part unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators, assigns and nominees.

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[3] **THE SAID PROPERTY :** The said property shall mean 3(Three) Cottahs 2(Two) Chittaks and 25(Twenty Five) sq. ft. more or less of land being K.M.C. Premises No.110A, Kumarpara Lane, P.S. Kasba, Kolkata – 700 042, Mouza – Godas, within the jurisdiction of Sub - Registry office Sealdah, under Police Station : Kasba, within the District of South 24 Parganas, within the local limits of the Kolkata Municipal Corporation under Ward No.091 is shall be known, numbered, called, distinguished and / or described fully and particularly written hereunder in Schedule "A".

4] **THE NEW BUILDING :** The new Building shall mean the G+III storied building with lift to be constructed at the said property alongwith the boundary wall 5' feet height with entrance gate.

[5] **COMMON FACILITIES :** Common facilities shall mean and include corridors, Stairways, Landings, Stair case, Lift, Passage, Roof and common conveniences whatsoever required for the beneficial enjoyment, use and occupation by the occupiers thereof.

[6] **SALEABLE SPACE :** Saleable space shall mean the space in new building available for independent use and occupation, other than the space allowable to the Owners or other occupiers along with the right to use and enjoy the common facilities and conveniences provided in the new building.

[7] **OWNERS' ALLOCATION :** Owners' allocation shall mean the 50% Constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire First floor, 50% Constructed area on Ground floor Back side and 50% Constructed area on Second floor, Front KMC Road side of the said building as per KMC sanctioned plan along with undivided proportionate share of land and Rs.12,00,000/- (Rupees Twelve Lakh) only as non refundable money / forfeited money, which is fully and particularly described in SCHEDULE – B herein under written.

[8] **DEVELOPER'S ALLOCATION :** Developer's allocation shall mean the 50% Constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire Third floor, 50% Constructed area on Ground floor, Front side and 50% Constructed area on Second floor, Back side of the said Building along with undivided proportionate share of land together with all common easement rights and facilities attached thereto as well as said building as fully and particularly described in SCHEDULE - C hereunder written.

[9] **THE ENGINEER / ARCHITECT :** The Engineer shall mean as the consulting Engineer who will be appointed by the Developer for designing and planning of the New Building or any other persons, firm or company who may be appointed hereinafter, for the similar purpose.

[10] **THE BUILDING PLAN :** The Building Plan to be prepared by the Architect / Engineer appointed by the Developer for the construction of the New Building and to be submitted duly signed by the Owners or their Attorney.

ARTICLE – II : OWNERS' REPRESENTATIONS

WHEREAS one Balaram Paul since deceased son of Late Gopal Chandra Paul was the Owner of **ALL THAT** piece and parcel of a plot of land measuring 3(Three) Cottahs 2(Two) Chittaks and 25(Twenty Five) sq. ft. be the same a little more or less, which lying and situates at and comprised in Dag No.309 under Khatian No.81 in Mouza – Godsa, J.L. No.17, Touzi No.1298/2833, then Holding No.210, P.S. Kasba, being Municipal Premises No.110, Kumarpara Lane, Kolkata – 700 042, now within the local limits of the Kolkata Municipal Corporation under Ward No.091, registering jurisdiction A.D.S.R. Sealdah, in the District of South 24 Parganas.

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AND WHEREAS the aforesaid Owner Balaram Paul made and executed a registered Trust Deed or Settlement Deed, where he mentioned after his death and also death of his wife Prafulla Paul the said Trust Deed or Settlement Deed shall be ended and the aforesaid property shall in favour (ownership) of his two sons Sri Panchanan Pal and Sri Debu Pal which was executed on 24.12.1975, registered at the office at Alipore and recorded in Book No.I, Volume No.12, Pages 27 to 30, Being No.61 for the year 1976.

AND WHEREAS the said Balaram Paul died on 06.08.1991 and his wife Prafulla Paul died on 09.01.2016.

AND WHEREAS after demise of Balaram Paul and Prafulla Paul and according to the terms and conditions of the aforesaid registered Trust Deed or Settlement Deed, the said Sri Panchanan Pal and Sri Debu Pal become the joint Owners as 50% each of the aforesaid plot of land measuring 3(Three) Cottahs 2(Two) Chittaks and 25(Twenty Five) sq. ft. be the same a little more or less alongwith One Storied building measuring 700 (Seven Hundred) sq. ft. be the same a little more or less and thereafter they have mutated their aforesaid property in their names in the record of the Kolkata Municipal Corporation and the said authority of the Kolkata Municipal Corporation recorded their names in their mutation books and allotted them the Premises No.110A, Kumarpara Lane, Kolkata – 700 042 under Ward No.091, being Assessee No.210911001627.

AND WHEREAS the said Sri Panchanan Pal and Sri Debu Pal therein the Donors gifted to Gift to their Wife and Sister-in-Law Smt Rekha Paul (wife of Sri Panchanan Pal) and Smt Sulata Pal (wife of Sri Debu Pal) therein the Donees (Sri Panchanan Pal as Donor gift his 50% share of aforesaid property in favour of his wife Smt Rekha Paul and Sister-in-Law Smt Sulata Pal and Sri Debu Pal as Donor gift his 50% share of the aforesaid property in favour of his wife Smt Sulata Pal

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and Sister-in-Law Smt Rekha Paul) **ALL THAT** piece or parcel of a plot of land measuring 3(Three) Cottahs 2(Two) Chittaks and 25(Twenty Five) sq. ft. be the same a little more or less along with One Storied building measuring 700 (Seven Hundred) sq. ft. be the same a little more or less, lying and situates at and comprised in Dag No.309 under Khatian No.81 in Mouza – Godsa, J.L. No.17, Touzi No.1298/2833, P.S. Kasba, being Municipal Premises No.110A, Kumarpara Lane, Kolkata – 700 042, within the local limits of the Kolkata Municipal Corporation under Ward No.091, registering jurisdiction A.D.S.R. Sealdah, in the District of South 24 Parganas, by a registered Gift Deed which was executed on 08.07.2022, registered at the office of A.D.S.R. Sealdah, South 24 Parganas and recorded in Book No.I, Volume No.1606-2022, Pages from 112786 to 112807, Being No.160603415 for the year 2022.

AND WHEREAS the said Smt Rekha Paul and Smt Sulata Pal are the Owners of the aforesaid property by way of the abovesaid Gift and thereafter they mutated the aforesaid property in their names in the record of the Kolkata Municipal Corporation and the said authority recorded their names in their mutation books and allotted them the Premises No.110A, Kumarpara Lane, Kolkata – 700 042 under K.M.C. Ward No.091, which is morefully described in the Schedule "A" hereunder written and free from all encumbrances.

ARTICLE – III : DEVELOPER'S REPRESENTATIONS

[1] In execution of this agreement and delivering the Vacant possession of the Owners' occupied portion of the said property by the Owners to the Developer and to start construction of the New Building thereon with a further right, inter-alia, to exploit commercially its own saleable space mean Developer's allocation in the manner as provided herein subject to the terms and conditions contained herein.

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[2] Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the Owners of the said property or any part thereof or interest in respect thereof in favour of the Developer, save as herein expressly provided, except the right of the Developer to commercially exploit its own allocation of saleable space in the New Building in terms hereof and to deal with the same in the manner hereinafter stated.

ARTICLE – IV : CONSIDERATION

[1] In consideration of the Owners having agreed to grant the Developer and exclusive contract to develop and commercially exploit the Developer's allocation out of said property as provided herein, according to the Schedule – "B" herein written, besides the allocation of saleable space in the Building comprising distribution of Built-up area in favour of the Owners.

[2] That it is hereby agreed by and between the land Owners and Developer that the total consideration against the developing of the said Schedule referred to B & C following manner: -

Owners' allocation shall mean the 50% Constructed area i.e. Entire First floor, 50% Constructed area on Ground floor Back side and 50% Constructed area on Second floor, Front KMC Road side of the said building as per KMC sanctioned plan along with undivided proportionate share of land and Rs.12,00,000/- (Rupees Twelve Lakh) only as non refundable money / forfeited money in the OWNERS' allocation provided the land Owners taken the responsibility free from all encumbrances. The Owners as aforesaid allotted themselves the aforesaid Owners' share of allocation after completion of the said newly constructed Building fully mentioned in the Schedule – "B".

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Developer's allocation shall mean the 50% Constructed area i.e. Entire Third floor, 50% Constructed area on Ground floor Front side and 50% Constructed area on Second floor, Back side of the said building which the Developer shall be entitled to sell, transfer, lease and / or otherwise deal with it deems fit and proper and it shall be entitled to enter into agreements and other commitments with any other party or parties in regard to disposal strictly for residential purpose thereof fully mentioned in the Schedule – "C".

[3] In consideration of the Developer having agreed to bear the cost of construction having of the Owners' allocated portion in full, as mentioned in clause herein above and as per SCHEDULE – "B" herein below written, the Owners will transfer to the Developers and / or its nominee / nominees undivided proportionate share of the land in conformity with the saleable space to be sold, transferred and conveyed to such parties by the Developers.

[4] The Deed or Deeds of conveyance of the undivided proportionate share of land in terms hereof shall be executed by the Owners in such part or parts as shall be required to the Developer within its favour and or the nominee / nominees and such completion of the construction of the New Building, as the case may be. **PROVIDED ALWAYS** the Owners shall have no claim on the consideration amount thereof passed between the Developer and its nominees. This clause is applicable only in respect of Developer's allocation.

ARTICLE – V : COMMENCEMENT & VALIDITY

[1] This Agreement shall be deemed to have commenced from the date of signing these presence and shall remain in force for a period of 18(Eighteen) months from the date of sanction of building plan, unless otherwise altered by the parties hereto mutually. If the building is not completed within this period and an extension of time for another 6(Six) months to be granted to the Developer and after that if the construction is not completed then the Developer shall pay a sum of Rs.10,000/- per month to the Owners as compensation towards delayed completion.

[2] This Agreement shall cease to operate earlier than the aforesaid period in the event of complete transfer of all the allocated saleable space from Developer's share of allocation in New Building by the Developer after complete construction thereof in the manner as provided herein and the Developer will bear all Taxes and other expenses till their allocation portion.

ARTICLE – VI : PROCEDURE

[1] The Owners or their attorney have at the cost of the Developer, submitted any rectification of plan to the KMC for necessary sanction, permission.

[2] All applications referred to in the clause 1 and 2 above have been made in the name of the Owners or Developer and the necessary permissions if any shall be obtained in the name of the Owners or Developer, which shall be retained by the Developer till the construction of the New Building is completed and a photocopy thereof to be given to the Owners soon obtaining the same.

[3] In as much as the parties hereto have agreed to allocate amongst themselves the built-up area in the New Building in the manner herein before stated, the Owners and Developer shall be entitled to proportionate undivided share and interest in the land comprised in the said property, such proportionate area to be determined as per SCHEDULE – 'B' & 'C'.

[4] The Owners shall bound to produce all Original copy of Title Deed and other papers and documents relating to the said premises as are in possession of the Developer and agrees and covenants to handover the same to the Developer, if necessary for the time being.

[5] The Developer shall bear all the expenses whatsoever to obtain necessary sanction, permissions or rectification or modification of Plan, together with all other expenses as mentioned herein without any-re-imburement of same from the Owners.

[6] The Owners will render to the Developer all reasonable assistance to obtain all permissions, approvals as and when required by the Developer and the Owners hereby agree, assure, declare that he will sign and execute necessary documents, applications and other papers and Deeds and documents, including a Development Power of Attorney as may be required by the Developer from time to time at the costs and expenses of the Developer.

ARTICLE – VII : INITIATION OF THE DEVELOPMENT PROGRAMME

[1] The Developer will start the construction and shall continue the construction strictly in terms of the KMC sanctioned building plan and in accordance with law at their own costs and risk.

[2] The Developer shall be authorized by the Owners to construct the proposed building and for such reason he can apply for and obtained quotas, entitlements and other allocations of such buildings, materials allocable for the construction of the New Building at own risk and liability of the Developer.

[3] The Developer shall be authorized by the Owners to apply for and to obtain temporary and / or permanent connections of water, electricity, gas and / or other facilities required of the New Building in the name of Owners only.

[4] All costs, charges and expenses including Architect's fees shall be paid and discharged by the Developer and the Owners will have no responsibility whatsoever therefore.

ARTICLE – VIII : SPACE ALLOCATIONS

[1] On completion of the New Building, the Owners will be entitled to the saleable space as particularly mentioned in Schedule – 'B' herein contained. However, the Developer shall make such arrangements at its own cost so that

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the Owners may shift their residence to the New Building within 18(Eighteen) months from the date of sanction of building plan and grace period of 6(Six) months.

[2] On completion of the construction of the New Building the Developer shall be entitled to the saleable space, particularly mentioned in Schedule – 'C' herein contained, PROVIDED ALWAYS that the Developer shall be at liberty to enter into such agreements for sale of the apartments as it would deem fit and proper at their own risk and liabilities.

[3] The saleable space as stated herein shall be the Super built-up area of the New Building, including the common utility areas.

[4] The common areas of the New Building shall be controlled by the Owners and the Developer and the Purchasers of the apartment jointly in such manner as may decide.

ARTICLE – IX : RATES AND TAXES

[1] The Developer will pay all arrear / outstanding taxes of K.M.C. and other dues (if any) of the existing plot of land including the existing structure. After handover of Owners' allocation to the Owners, they shall pay their K.M.C. Taxes of their allocated portion.

[2] The Developer shall be liable to pay all Electricity bills and other dues from the date of taking possession of the land from the Owners and during the construction of the New Building.

ARTICLE – X : SERVICE & CHARGES

[1] On completion of the New Building and upon getting the possession letter from the Developer, the Owners will take possession of their allocated flats / area in the New Building, and on taking possession, they will be responsible to pay and bear the proportionate maintenance charges for the common facilities in the New Buildings.

[2] Additional services charges may also be charged for such other services as may provide over and above those mentioned in Clause 1 above.

ARTICLE – XI : OWNERS' OBLIGATION

[1] The Owners hereby agree and covenant with the Developer not to cause any hindrance in the matter of construction of the New Building by the Developer subject to fulfillment of the terms and conditions mentioned herein and in Schedule – 'B', but the Owners shall have every liberty to supervise the quality of building materials to be used by the Developer for construction.

[2] The Owners hereby agree and covenant with the Developer not to do any unreasonable act or Deed or thing whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developers' allocated portion in the New Building provided the Developer's allocated portion to be disposed of only after handover over the Owners' allocation and this clause is essence of contract.

[3] The Owners hereby agree and covenant with the Developer not to let out grant, lease, mortgage and / or change the said property or any portion thereof without consent in writing of the Developer, save and except their own allocated portion or space in New Building.

[4] The Owners hereby agree and covenant with the Developer that at the time of Registration of Developer's allocation, with request of Developer the Owners will sign in the relative Deed of Conveyance and either they or their Attorney will appear before the Registration Authority without any further claim or claims subject to fulfillment of the terms and conditions of this agreement.

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ARTICLE – XII : DEVELOPER'S OBLIGATIONS

[1] The Developer hereby agree and covenant with the Owners to complete the construction of the New Building within 18(Eighteen) months from the date of sanction of building plan and grace period of 6(Six) months.

[2] The Developer hereby agree and covenant with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the New Building. If any penalty made by K.M.C. for deviation of the building then the Developer shall be liable to pay the entire penalty charge and the Owners shall not be liable for the same.

[3] The Developer hereby agree and covenant with the Owners not to do any act, Deed or thing by which the Owners may be prevented from enjoying, selling, assigning and / or disposing their allocated portion in the New Building. The Owners shall execute a registered Development Power of Attorney in favour of Developer to receive the advance / earnest money and full consideration from any intending purchasers for the Developer's share of allocation save and except the Owners' share of allocation and shall appear before the D.S.R., A.D.S.R., Registrar of Assurance of Calcutta etc. and to sign in the agreement for sale and sale Deed (part) on behalf of the Owners save and except the Owners' share of allocation.

ARTICLE – XIII : OWNERS' INDEMNITY

The Owners hereby undertake that the Developer shall be entitled to construct, complete and development of the said property and enjoy its allocated space without any interference and / or disturbance provided all terms and conditions are maintained by the Developer as per agreement. The Owners hereby agree to indemnify the Developer against all allocation, suits, costs, proceedings and claims that may arise in respect of or relating to the Owners' title in the said property.

ARTICLE – XIV : DEVELOPER'S INDEMNITY

[1] The Developer hereby undertakes to keep the Owners indemnified against all claims and action, demands, suits and proceedings arising out of the Developments work in terms hereof.

[2] The Developer hereby undertakes to keep the Owners indemnified against all action, suits, costs, proceedings accidents, any damage or losses and claims that may arise out of the Developer's actions with regard to the development of the said property.

ARTICLE – XV : TITLE DEEDS

The title deeds in respect of the said property shall remain in the custody of the Developers, the original Title deed may be shown to the K.M.C. or any other concerned authority as and when required, from the date of execution of Development Agreement to till completion of all development works of the demise premises thereafter the Developer handover the said original title deeds to the Owners / apartment committee members, if formed.

ARTICLE – XVI : MISCELLANEOUS

[1] The Owners and the Developer have entered into this Agreement purely as a contract of Joint Venture Scheme and nothing contained herein which shall be deemed or contracted as a partnership between them and the parties hereto do not constitute as association or persons.

[2] It is understood that from time to time to facilitate the construction of the New Building by the Developer, various Deeds, matters and things, not here in specified may be required to be done and / or executed by the Developer and for which the Developers may require the authority of Owners and also various application and other documents may be required to be signed or made by the Owners or their Attorney, relative to which specific provisions may have not been

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herein, the Owners hereby authorize the Developer to execute and sign all such Deeds and documents and at the request and at the cost of the Developer without hampering any interest of the Owners. The Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, Deeds, matters and things do not in any way, prejudice the rights of the Owners and / or go against the spirit of this Agreement. All cost in this regards shall be borne by the Developers.

[3] Any notice require to be given by the Owners will without prejudice to any other mode of service available, deemed to have been served on the Developer, if delivered by hand or sent by registered post with acknowledgement due at the last known addresses of the Developers recorded with the Owners.

[4] Any notice required to be given by the Developer shall without prejudice to any other mode of service available, deemed to have been served on the Owners if delivered by hand or send by registered with A/D post to.

[5] The roof shall be commonly used by all Flat Owners of the New Building.

[6] The Developer will not sell any of its allotted share to any purchasers until the Owners' allocation is peacefully handed over to him but the Developer may enter into agreement for sale to any intending Purchaser/s and may get earnest money / part consideration from the Developer's share of allocation only.

[7] The Developer shall demolish the existing building at their own cost and the old building materials shall belongs to the Developers.

[8] The Developer shall pay the shifting accommodation cost for the Owners for one family from the date of taking possession of the Owners' premises and shall bear the rent every months from the date of such possession to till completion and handover the physical possession of the Owners' allocation.

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ARTICLE – XVIII : JURISDICTION

Only the courts having Territorial Jurisdiction over the premises shall have Jurisdiction in all matters relating to or arising out of this Agreement.

ARTICLE – XIX : FORCE MAJEURE

The parties hereto shall not be liable for any obligations hereunder to the extent that the performance of the relative obligation is to be prevented by the existence of force majeure and such obligation shall be suspended only in the duration of the Force Major and the force major shall mean and include flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, strike, lockout and / or any other act beyond and the control of the parties hereto.

SCHEDULE : A

ALL THAT piece and parcel of a plot of land measuring 3(Three) Cottahs 2(Two) Chittaks and 25(Twenty Five) sq. ft. be the same a little more or less along with One Storied building measuring 700 (Seven Hundred) sq. ft. be the same a little more or less, lying and situates at and comprised in Dag No.309 under Khatian No.81 in Mouza – Godsa, J.L. No.17, Touzi No.1298/2833, P.S. Kasba, being Municipal Premises No.110A, Kumarpara Lane, Kolkata – 700 042, within the local limits of the Kolkata Municipal Corporation under Ward No.091, registering jurisdiction A.D.S.R. Sealdah, in the District of South 24 Parganas, being Assessee No.210911001627, butted and bounded by:

ON THE NORTH	::	BY PREMISES NO.110, KUMAR PARA LANE, KOLKATA – 700 042 ;
ON THE SOUTH	::	BY COMMON PASSAGE OF PREMISES NO.110 & 111, KUMAR PARA LANE ;
ON THE EAST	::	BY COMMON PASSAGE OF PREMISES NO.110 & 111, KUMAR PARA LANE ;
ON THE WEST	::	BY KUMAR PARA LANE K.M.C. ROAD 17' (APPROX) ;

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SCHEDULE : B

[ALLOCATION OF SPACE TO THE OWNERS]

Owners' allocation shall mean the 50% Constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire First floor, 50% Constructed area on Ground floor Back side and 50% Constructed area on Second floor, Front KMC Road side of the said building as per KMC sanctioned plan along with undivided proportionate share of land and Rs.12,00,000/- (Rupees Twelve Lakh) only as non refundable money / forfeited money. The amount shall be paid by the Developer to the Owners by belowsaid installments:

- Rs.3,00,000/- (Rupees Three Lakh) only already paid before execution of Development Agreement.
- Rs.3,00,000/- (Rupees Three Lakh) only shall be paid at the time of starting of construction works.
- Rs.3,00,000/- (Rupees Three Lakh) only shall be paid after completion of Top floor roof casting.
- And balance for Rs.3,00,000/- (Rupees Three Lakh) only shall be paid at the time of handover the Owners' share of allocation to the Owners.

SCHEDULE : C

[ALLOCATION OF SPACE TO THE DEVELOPERS]

Developer's allocation shall mean the 50% Constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire Third floor, 50% Constructed area on Ground floor Front side and 50% Constructed area on Second floor Back side of the said Building along with undivided proportionate share of land together with all common easement rights and facilities attached thereto as well as said building.

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SCHEDULE : D
[SPECIFICATION]

PROJECT TIME	::	18(Eighteen) months from the date of sanction of building plan and grace period of 6(Six) months.
TYPE OF CONSTRUCTION	::	R.C.C. frame structure made by Ultratech / Ramco etc cement and ISI marked rod as per sanction.
PLASTERING	::	Inside and outside with cement mortar in (6:1) and inside outside plaster and inside wall Paris.
FLOORING	::	Marble (2'x2') flooring with 4" skirting. Cooking platform of the kitchen will be of black stone and Granite.
BRICK WORKS	::	8", 5" and 3" thickness brick works will be done on outside and inside walls in cement mortar in (5:1).
CONCRETE	::	All R.C.C. works in fittings, columns, beams, slabs, lintels, chajja etc. will be done in (1:2:4:) as per sanction plan.
WINDOWS	::	Alluminium sliding window with glass and grill.
DOORS	::	4"x2".1/2 size Sal wood frame with commercial solid flush doors.
KITCHEN	::	Flooring shall be Marble (2'x2') with Black stone cooking platform and glazed tiles upto 4' feet with one sink and water facilities with two points.

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TOILETS & SANITARY	::	Flooring will be done with Marble (2'x2') and wall tiles (glazed tiles) white colour 72" from floor level, one western type commode with one low down cistern in W.C. with 2 taps, 1 shower, 1 basin with tap. All sanitary fittings will be of best quality (ISI brand). Water lines be of PVC pipe concealed arrangement. All the cistern, pan, commode, will be standard (ISI brand) quality and outside all pipe will be PVC pipe and also arrangement of hot and cold water line in master Toilet of every flat.
ELECTRICAL	::	2 light points, 1 fan point & 1 plug 5amp point in each bed room. 2 light points, 1 fan points & 1 plug 5 amp point in drawing & dining, 2 light point & 1 plug point in Kitchen & Toilet each. Electrical wiring shall be of concealed type having copper wiring (Standard). 15 amp plug point in Drawing / Dining, Kitchen and Toilet. A.C. point in each flat of all bed rooms.
LIFT	::	Capacity of 4(Four) Passengers.
STAIR	::	Marble finished with Iron Relling.
COLOUR	::	Outside wall colour by weather coat finish with elevation as architect drawing.
EXTRA WORK	::	Any extra work other than out of this specification shall be extra charged as decided by our Engineer and such amount shall be deposited before the execution of such work.

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IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERD
AT KOLKATA IN THE PRESENCE OF:

[1] *Pranab Das*
42. S. B. Road
Kol - 39

1. *✓ Rekha Paul.*

2. *✓ Sulata Pal*

SIGNATURE OF THE OWNERS

[2] *Tarak Das*
30A Tulzela Road
Kol - 39.

Tumpa Raychaudhuri

SIGNATURE OF THE DEVELOPER

Drafted By:

Arabinda Dhan Das
Advocate

MR. ARABINDA DHAN DAS, ADVOCATE
HIGH COURT, KOLKATA
Enrl. No.WB/1083/81

		THUMB	FIRST FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 NAME: <u>REKHA PAUL</u> SIGN: <u>Rekha Paul</u>	L.H.					
	R.H.					

		THUMB	FIRST FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 NAME: <u>SULATA PAL</u> SIGN: <u>Sulata Pal</u>	L.H.					
	R.H.					

		THUMB	FIRST FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 NAME: <u>Tumpa Rastogi</u> SIGN: <u>Tumpa Rastogi</u>	L.H.					
	R.H.					

Major Information of the Deed

Deed No :	I-1603-02251/2023	Date of Registration	16/02/2023
Query No / Year	1603-2000310924/2023	Office where deed is registered	
Query Date	06/02/2023 12:25:58 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Arabinda Dhan Das 177/11/8, Picnic Garden Road, Kolkata, Thana : Kasba, District : South 24-Parganas, WEST BENGAL, PIN - 700039, Mobile No. : 9830662396, 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 : 12,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 79,37,343/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 12,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

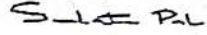
District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kumar Para Lane, , Premises No: 110A, , Ward No: 091 Pin Code : 700042

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 2 Chatak 25 Sq Ft	1/-	74,64,843/-	Width of Approach Road: 17 Ft.,
Grand Total :				5.2135Dec	1 /-	74,64,843 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	700 Sq Ft.	1/-	4,72,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		700 sq ft	1 /-	4,72,500 /-	

Lord Details :

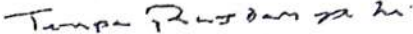
Name,Address,Photo,Finger print and Signature			
Name	Photo	Finger Print	Signature
Smt Rekha Paul Wife of Shri Panchanan Pal Executed by: Self, Date of Execution: 16/02/2023 , Admitted by: Self, Date of Admission: 16/02/2023 ,Place : Office			
16/02/2023	16/02/2023	LTI	16/02/2023
40A, Baikuntha Ghosh Road, Kolkata, City:- , P.O:- Kasba, P.S:-Kasba, District:-South24-Parganas, West Bengal, India, PIN:- 700042 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: afxxxxxx2l, Aadhaar No: 80xxxxxxxx0086, Status :Individual, Executed by: Self, Date of Execution: 16/02/2023 , Admitted by: Self, Date of Admission: 16/02/2023 ,Place : Office			
Name	Photo	Finger Print	Signature
Smt Sulata Pal Wife of Shri Debu Pal Executed by: Self, Date of Execution: 16/02/2023 , Admitted by: Self, Date of Admission: 16/02/2023 ,Place : Office			
16/02/2023	16/02/2023	LTI	16/02/2023
110/A, Kumar Para Lane, Kolkata, City:- , P.O:- Kasba, P.S:-Kasba, District:-South24-Parganas, West Bengal, India, PIN:- 700042 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: anxxxxxx5a, Aadhaar No: 49xxxxxxxx7143, Status :Individual, Executed by: Self, Date of Execution: 16/02/2023 , Admitted by: Self, Date of Admission: 16/02/2023 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Star Construction 140A, Swinhoe Lane, Kolkata, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 , PAN No.:: bzxxxxxx0q, Aadhaar No: 29xxxxxxxx3661, Status :Organization, Executed by: Representative

Representative Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Smt Tumpa Rajbangshi (Presentant) Daughter of Shri Dayal Rajbangshi Date of Execution - 16/02/2023, , Admitted by: Self, Date of Admission: 16/02/2023, Place of Admission of Execution: Office	 Feb 16 2023 10:53AM	 LTI 16/02/2023	 16/02/2023
Indira Nagar, Kolkata, Block/Sector: 1, City:- , P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No:: bzxxxxxx0q, Aadhaar No: 29xxxxxxxx3661 Status : Representative, Representative of : Star Construction (as Proprietor)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Prosanta Atta Son of Late Ajit Kumar Atta 47, Sreedhar Roy Road, Kolkata, City:- , P.O:- Tiljala, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039	 16/02/2023	 16/02/2023	 16/02/2023
Identifier Of Smt Rekha Paul, Smt Sulata Pal, Smt Tumpa Rajbangshi			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Rekha Paul	Star Construction-2.60677 Dec
2	Smt Sulata Pal	Star Construction-2.60677 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Rekha Paul	Star Construction-350.00000000 Sq Ft
2	Smt Sulata Pal	Star Construction-350.00000000 Sq Ft

Endorsement For Deed Number : I - 160302251 / 2023

16-02-2023

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

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

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

Presented for registration at 10:44 hrs on 16-02-2023, at the Office of the D.S R. - III SOUTH 24-PARGANAS by Smt Tumpa Rajbangshi ,.

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 79,37,343/-

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

Execution is admitted on 16/02/2023 by 1. Smt Rekha Paul, Wife of Shri Panchanan Pal, 40A, Baikuntha Ghosh Road, Kolkata, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession House wife, 2. Smt Sulata Pal, Wife of Shri Debu Pal, 110/A, Kumar Para Lane, Kolkata, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession House wife Indetified by Shri Prosanta Atta, , , Son of Late Ajit Kumar Atta, 47, Sreedhar Roy Road, Kolkata, P.O: Tiljala, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

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

Execution is admitted on 16-02-2023 by Smt Tumpa Rajbangshi, Proprietor, Star Construction (Sole Proprietorship), 140A, Swinhoe Lane, Kolkata, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042

Indetified by Shri Prosanta Atta, , , Son of Late Ajit Kumar Atta, 47, Sreedhar Roy Road, Kolkata, P.O: Tiljala, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 12,053.00/- (B = Rs 12,000.00/- ,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 12,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/02/2023 1:31PM with Govt. Ref. No: 192022230292483798 on 12-02-2023, Amount Rs: 12,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9775283128025 on 12-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 9,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 423, Amount: Rs.50.00/-, Date of Purchase: 01/08/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/02/2023 1:31PM with Govt. Ref. No: 192022230292483798 on 12-02-2023, Amount Rs: 9,971/-, Bank: SBI EPay (SBlePay), Ref. No. 9775283128025 on 12-02-2023, 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 1603-2023, Page from 86032 to 86059
being No 160302251 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.02.24 11:13:03 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/02/24 11:13:03 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)