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अन्तियवका पश्चिम बंगाल WEST BENGAL

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Additional Dist. Sub Registration Sealdain

### DEVELOPMENT AGREEMENT

Cont'd....P/2

0 5 DEC 3051

Name:....

Address:....

A. D. DAS ADVOCATE 177/11/8, P. G. ROAD KOLKATA-700039

SUB THAR BA

Alipur Police Court, Kol-27

87273F 3A

Registrar, Sealer

Sagan Phyjobi S/o Late Deepak Phyjabi 617 Tagene Park Saila Village PS - Kasba Kolkata - 700039

A.D.S.R., SEALDAH

27 JUN 2022

Dist.-South 24 Parganas



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

#### **GRN Details**

GRN:

192022230057811748

GRN Date:

23/06/2022 23:29:50

BRN:

9301348794738

Gateway Ref ID:

IGANUZDJ00

Payment Status:

Successful

Payment Mode:

Online Payment (SBI Epay)

Bank/Gateway:

SBIePay Payment Gateway

**BRN Date:** 

23/06/2022 23:32:04

Method:

State Bank of India NB

Payment Ref. No:

2001908282/3/2022

[Query No/\*/Query Year]

## Depositor Details

Depositor's Name:

JAIKISHIN ARJANDAS GIANANI

Address:

617 TAGORE PARK KOLKATA

Mobile:

9804465232

Depositor Status:

Others

Query No:

2001908282

Applicant's Name:

Mr Arabinda Dhan Das

Identification No:

2001908282/3/2022

Remarks:

Sale, Development Agreement or Construction agreement

#### **Payment Details**

| Payment Details |                   |   |                    |            |
|-----------------|-------------------|---|--------------------|------------|
| Sl. No.         | Payment ID        | Head of A/C<br>Description              | Head of A/C        | Amount (₹) |
| 1               | 2001908282/3/2022 | Property Registration-Stamp duty        | 0030-02-103-003-02 | 19971      |
| 2               | 2001908282/3/2022 | Property Registration-Registration Fees | 0030-03-104-001-16 |            |
|                 |                   |   | THE WAY I          | 00007      |

Total

99992

IN WORDS:

NINETY NINE THOUSAND NINE HUNDRED NINETY TWO ONLY.



Manotosh Chandra De, by faith – Hindu, by occupation – Retired Person, by Nationality – Indian, residing at 20, Naskarhat Road, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700 039, 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**.

### AND

ZION BUILDERS & DEVELOPERS (PAN: AACFZ2159F) a Partnership Firm, having its office at 728, Naskarhat, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700 039, represented by its Partners [1] SRI SUBRATA DEY (PAN: AGOPD8676M) (Aadhaar No.3725 6635 3022) son of Late Sudhangsu Bikash Dey, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 728, Naskarhat, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700 039 and [2] MR. JAIKISHIN ARJANDAS GIANANI (PAN: ADVPG2232Q) (Aadhaar No.7378 2332 5270) son of Late Arjandas Udharam Gianani, by faith – Christian, by occupation – Business, by Nationality – Indian, residing at 617, Tagore Park, 2<sup>nd</sup> floor, Flat No.3, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700 039, hereinafter called and referred to as the DEVELOPERS (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 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 DEVELOPERS: The Developers mean the Developers of the Second Part unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators, assigns and nominees.
- [3] THE SAID PROPERTY: The said property shall mean 6(Six) Cottahs 0(Zero) Chittak and 0(Zero) square feet more or less of land being K.M.C. Premises No.112, N.D.B. Road, Madhya, Dakshin & Laskarpara, P.S. Tiljala now Kasba, Kolkata 700 039, Mouza Laskarhat, within the jurisdiction of Sub Registry office Sealdah, under Police Station: Tiljala now Kasba, within the District of South 24 Parganas, within the local limits of the Kolkata Municipal Corporation under Ward No.107 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 4'-6" 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 Constructed area and common service area in the newly constructed G+III storied building with lift i.e. One Car Parking Space on Ground floor, measuring more or less 135 sq. ft. of the said building as per KMC sanctioned plan along with undivided proportionate share of land and Rs.80,00,000/- (Rupees Eighty Lakh) only as non refundable money, which is fully and particularly described in SCHEDULE-"B" herein under written.
- [8] **DEVELOPERS' ALLOCATION:** Developers' allocation shall mean the Constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire Ground floor (save and except one Car Parking Space on Ground floor, measuring more or less 135 sq. ft.), Entire First floor, Entire Second floor and Entire Third floor 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 Developers 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 Developers 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 Ramani Mohan Ghosh son of Late Gopal Chandra Ghosh was the Owner of ALL THAT piece or parcel of a plot of land measuring 10 (Ten) Sataks OR 6(Six) Cottahs 0(Zero) Chittak and 0(Zero) sq. ft. be the same a little more



or less alongwith other properties, lying and situates at and comprised in R.S. Dag No.270 under R.S. Khatian No.87 in Mouza — Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala now Kasba, now within the local limits of the Kolkata Municipal Corporation under Ward No.107, purchase from Kanai Lal Naskar, by way of a registered Kobala Dalil which was executed on 22.04.1963, registered at the office of S.R. Alipore, 24 Parganas and recorded in Book No.I, Volume No.71, Pages 251 to 257, Being No.3488 for the year 1963.

AND WHEREAS the said Ramani Mohan Ghosh was the Owner of the aforesaid plot of land by way of the aforesaid purchase and thereafter he sold, conveyed and transferred his aforesaid plot of land measuring 10 (Ten) Sataks OR 6(Six) Cottahs 0(Zero) Chittak and 0(Zero) sq. ft. be the same a little more or less alongwith other properties, lying and situates at and comprised in R.S. Dag No.270 under R.S. Khatian No.87 in Mouza – Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala now Kasba, now within the local limits of the Kolkata Municipal Corporation under Ward No.107, to Manotosh Chandra Dey son of Late Raj Kumar Dey of Laskarhat, Tiljala, Kolkata, by a registered Bengali Sale Deed which was executed on 07.11.1974, registered at the office of S.R. Alipore, 24 Parganas and recorded in Book No.1, Volume No.157, Pages 107 to 110, Being No.5774 for the year 1974. Thereafter he hold and possessed the same which is free from all encumbrances.

AND WHEREAS the said Manotosh Chandra Dey died on 07.11.1985 intestate him leaving behind his wife Sefali Dey and four sons namely Sri Ashis Kumar Dey, Sri Kishore Kumar Dey, Sri Ashim Kumar Dey and Sri Asok De as his survivors, legal heirs and successors.

**AND WHEREAS** the said Sefali Dey died on 27.01.2008 intestate her leaving her four sons namely Sri Ashis Kumar Dey, Sri Kishore Kumar Dey, Sri Ashim Kumar Dey and Sri Asok De as her survivors, legal heirs and successors.



**AND WHEREAS** after demise of Manotosh Chandra Dey and Sefali Dey their successors, Sri Ashis Kumar Dey, Sri Kishore Kumar Dey, Sri Ashim Kumar Dey and Sri Asok De are the Owners of the aforesaid property by way of inheritance as undivided 1/4<sup>th</sup> share each.

AND WHEREAS the said Ashis Kumar Dey gifted his undivided 1/4<sup>th</sup> share of land measuring 1(One) Cottah 8(Eight) Chittaks and 0(Zero) sq. ft. be the same a little more or less, lying and situates at and comprised in R.S. Dag No.270 under R.S. Khatian No.87 in Mouza – Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala now Kasba, now within the local limits of the Kolkata Municipal Corporation under Ward No.107, to his brother Sri Ashim Kumar Dey by a registered Gift Deed which was executed on 12.07.2016, registered at the office of D.S.R. III, Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1603-2016, Pages from 100236 to 100253, Being No.160303258 for the year 2016.

AND WHEREAS the said Sri Kishore Kumar Dey, Sri Ashim Kumar Dey and Sri Asok De are the Owners of the aforesaid plot of land by way of inheritance and gift and thereafter they mutated their names in the record of the Calcutta Municipal Corporation also known as the Kolkata Municipal Corporation and the said authority of the C.M.C. / K.M.C. recorded their names in their mutation books and allotted them the Premises No.112, N.D.B. Road, Madhya, Dakshin & Laskarpara, Kolkata - 700 039 under K.M.C. Ward No.107, being Assessee No.311070901126, thereafter they are paying the K.M.C. taxes regularly.

## ARTICLE - III : DEVELOPERS' 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 Developers and to start construction of the New Building thereon with a further



right, inter-alia, to exploit commercially its own saleable space mean Developers' allocation in the manner as provided herein subject to the terms and conditions contained herein.

[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 Developers, save as herein expressly provided, except the right of the Developers 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 Developers and exclusive contract to develop and commercially exploit the Developers' 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 Developers that the total consideration against the developing of the said Schedule referred to B & C following manner: -

Owners' allocation shall mean the Constructed area i.e. One Car Parking Space on Ground floor, measuring more or less 135 sq. ft. of the said building as per building sanctioned plan as mentioned herein above and Rs.80,00,000/- as non refundable money in the OWNERS' allocation provided the land Owners taken the responsibility free from all encumbrances. The Owners as aforesaid allotted himself the aforesaid Owners' share of allocation after completion of the said newly constructed Building fully mentioned in the Schedule – "B".



Developers' allocation shall mean the Constructed area i.e. Entire Ground floor (save and except one Car Parking Space on Ground floor, measuring more or less 135 sq. ft.), Entire First floor, Entire Second floor and Entire Third floor of the said building which the Developers 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 Developers 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 Developers 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 Developers and its nominees. This clause is applicable only in respect of Developers' 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 24(Twenty Four) 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



A.D.S.R., SEALDAH

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Dist.-South 24 Parganas

and an extension of time for another 6(Six) months to be granted to the Developers and after that if the construction is not completed then the both parties shall decide by mutual understanding.

[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 Developers' share of allocation in New Building by the Developers after complete construction thereof in the manner as provided herein and the Developers 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 Developers, 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 Developers and the necessary permissions if any shall be obtained in the name of the Owners or Developers, which shall be retained by the Developers 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 Developers 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 Owners and agrees and covenants to handover the same to the Developer, if necessary for the time being.



- [5] The Developers 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-imbursement of same from the Owners.
- [6] The Owners will render to the Developers all reasonable assistance to obtain all permissions, approvals as and when required by the Developers 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 Developers from time to time at the costs and expenses of the Developers.

## ARTICLE - VII: INITIATION OF THE DEVELOPMENT PROGRAMME

- [1] The Developers will start the construction and shall continue the construction strictly in terms of the sanctioned building plan and in accordance with law at their own costs and risk.
- [2] The Developers 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 Developers.
- [3] The Developers 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 Developers 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 Developers shall make such arrangements at its own cost so that the Owners may shift his car parking space to the New Building within 24(Twenty Four) 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 Developers shall be entitled to the saleable space, particularly mentioned in Schedule – 'C' herein contained, PROVIDED ALWAYS that the Developers 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 Developers and the Purchasers of the apartment jointly in such manner as may decide.

## ARTICLE - IX : RATES AND TAXES

- [1] The Developers 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, he shall pay his K.M.C. Taxes of his allocated portion.
- [2] The Developers 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 Developers, the Owners will take possession of their allocated car parking space in the New Building, and on taking possession, he 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 Developers not to cause any hindrance in the matter of construction of the New Building by the Developers subject to fulfillment of the terms and conditions mentioned herein and in Schedule 'B'.
- [2] The Owners hereby agree and covenant with the Developers not to do any unreasonable act or Deed or thing whereby the Developers may be prevented from selling, assigning and / or disposing of any of the Developers' allocated portion in the New Building provided the Developers' allocated portion.
- [3] The Owners hereby agree and covenant with the Developers not to let out grant, lease, mortgage and / or change the said property or any portion thereof without consent in writing of the Developers, save and except his own allocated portion or space in New Building.



A.D.S.R., SEALDAH 27 JUN 2022 Dist.-South 24 Parganas [4] The Owners hereby agree and covenant with the Developers that at the time of Registration of Developers' allocation, with request of Developers 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.

### ARTICLE - XII: DEVELOPERS' OBLIGATIONS

- [1] The Developers hereby agree and covenant with the Owners to complete the construction of the New Building within 24(Twenty Four) months from the date of sanction of building plan and grace period of 6(Six) months.
- [2] The Developers 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 Developers shall be liable to pay the entire penalty charge and the Owners shall not be liable for the same.
- [3] The Developers 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 Developers to receive the advance / earnest money and full consideration from any intending purchasers for the Developers' 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 Developers 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 Developers as per agreement. The Owners hereby agree to indemnify the Developers 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 : DEVELOPERS' INDEMNITY

- [1] The Developers 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 Developers 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 Developers' 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

- The Owners and the Developers have entered into this Agreement purely [1] 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.
- It is understood that from time to time to facilitate the construction of the [2] New Building by the Developers, various Deeds, matters and things, not here in specified may be required to be done and / or executed by the Developers 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 herein, the Owners hereby authorize the Developers to execute and sign all such Deeds and documents and at the request and at the cost of the Developers 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.
  - 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 Developers, if delivered by hand or sent by registered post with acknowledgement due at the last known addresses of the Developers recorded with the Owners.
  - Any notice required to be given by the Developers shall without prejudice [4] 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.
  - The roof shall be commonly used by all Flat Owners of the New Building. [5]



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

#### 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 MAJOURE

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 major 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 10(Ten) Sataks OR 6(Six) Cottahs 0(Zero) Chittak and 0(Zero) square feet be the same a little more or less alongwith Tiles Shed Structure measuring more or less 600 sq. ft., lying and situates at and comprised in R.S. Dag No.270 under R.S. Khatian No.87 in Mouza — Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala now Kasba, being Municipal Premises No.112, N.D.B. Road, Madhya, Dakshin & Laskarpara, Kolkata — 700 039, within the local limits of the Kolkata Municipal Corporation under Ward No.107, registering jurisdiction A.D.S.R. Sealdah in the District of South 24 Parganas, butted and bounded by:



### -:: [17] ::-

ON THE NORTH :: BY HOUSE OF MR. GOMES & MR. SANYAL ;

ON THE SOUTH :: BY PLOT OF MR. BIREN CHANDRA DAS ;

ON THE EAST :: BY LAND OF DAG NO.2780, KASBA MOUZA ;

ON THE WEST :: BY 12' FEET WIDE K.M.C. ROAD ;

### SCHEDULE: B

### [ALLOCATION OF SPACE TO THE OWNERS]

Owners' allocation shall mean the Constructed area and common service area in the newly constructed G+III storied building with lift i.e. One Car Parking Space on Ground floor, measuring more or less 135 sq. ft. of the said building as per KMC sanctioned plan along with undivided proportionate share of land which is free from all encumbrances and Rs.80,00,000/- (Rupees Eighty Lakh) only as non refundable money. The amount shall be paid by the Developers to the Owners by belowsaid installments:

- Rs.15,00,000/- (Rupees Fifteen Lakh) only shall be paid at the time of registration of Development Agreement.
- Rs.5,00,000/- (Rupees Five Lakh) only shall be paid after completion of Ground floor roof casting.
- Rs.5,00,000/- (Rupees Five Lakh) only shall be paid after completion of First floor roof casting.
- Rs.5,00,000/- (Rupees Five Lakh) only shall be paid after completion of Second floor roof casting.
- Rs.5,00,000/- (Rupees Five Lakh) only shall be paid after completion of Third floor roof casting.
- And balance for Rs.45,00,000/- (Rupees Forty Five Lakh) only shall be paid after completion of the said building.



# SCHEDULE: C [ALLOCATION OF SPACE TO THE DEVELOPERS]

Developers' allocation shall mean the Constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire Ground floor (save and except one Car Parking Space on Ground floor, measuring more or less 135 sq. ft.), Entire First floor, Entire Second floor and Entire Third floor 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.

## SCHEDULE:D [SPECIFICATION]

| PROJECT TIME         | **   | 24(Twenty Four) 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 L.T. / A.C.C. /<br>Ambuja / Lafarge / Ultratech etc cement and<br>ISI marked rod as per sanction.      |  |  |  |
| PLASTERING           | Inside and outside with cement morter in (5:1) and inside outside plaster and Putty. |   |  |  |  |
| FLOORING :           |  | Vitrified Tiles with 4" skirting.   |  |  |  |
| BRICK WORKS          |  | Outside wall 8" and inside wall 5"/3" thickness<br>brick works will be done on outside and inside<br>walls in cement morter 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.  |  |  |  |

Cont'd....P/19



| **  | Flooring shall be Vitrified Tiles with black stone<br>cooking platform and glazed tiles upto 3' with<br>one sink and water facilities.   |  |  |  |  |
|-----|--|--|--|--|--|
| *** | Flooring will be done with Vitrified Tiles and wall tiles (glazed tiles) white colour 60" from floor level, one western type pan toilet with shower, and one western type commode with one low down cistern in W.C. All sanitary fittings will be of best quality (ISI brand). Water lines be of G.I. & PVC pipe concealed arrangement. All the cistern, pan, commode, will be standard (ISI brand) quality and outside all pipe will be PVC pipe. |  |  |  |  |
|     | Concealed cooper wiring for 5 amp (Light, fan and plug) 15 amp, each in master bed room, kitchen, hall, TV & Calling Bell in each flat All electrical materials will be of standard quality (ISI marks). Adequate outlet sockets will be provided. Plug point will be as per suggestion of the Buyers. Suitable connection points for Telephone, etc. shall be provided.   |  |  |  |  |
| ::  | Marble finished with steel railing.  |  |  |  |  |
| ::  | Outside wall colour by weather coat finish with elevation as architect drawing.  |  |  |  |  |
| ::  | 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.  |  |  |  |  |
|     | ::   |  |  |  |  |



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] SAGAR PUNTABI 617 TAGORE PARK SAILA VILLAGE KOLKATA-700039 (M) 8584074508

1. Kishbe Kumar Dry

2. Aci ber der.

3. Soncoe

SIGNATURE OF THE OWNERS

DILIP KUMAR SARKAR 18, GOLAP SASTRY LANE KOLKATA-700014. (M) 9836839865

1. SubTNA Sy

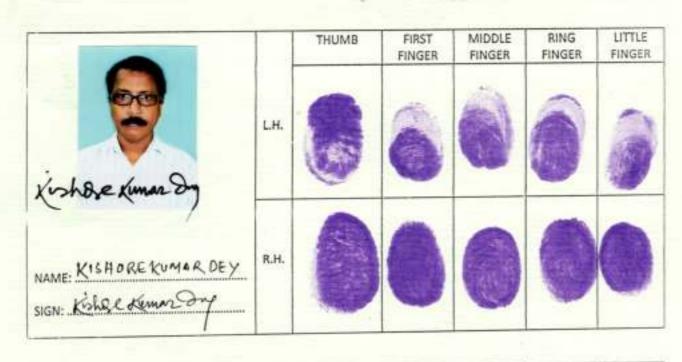
SIGNATURE OF THE DEVELOPERS

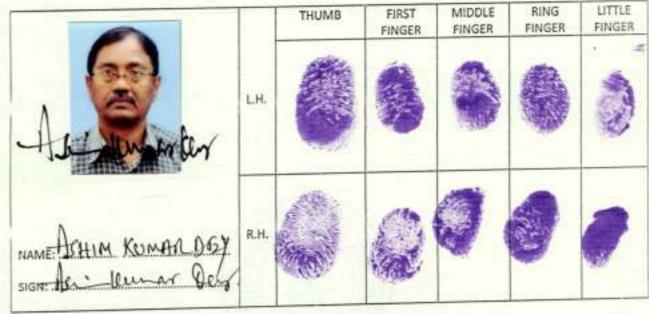
Drafted By: Anabenda Sho

MR. ARABINDA DHAN DAS, ADVOCATE

HIGH COURT, KOLKATA Enrl. No.WB/1083/81

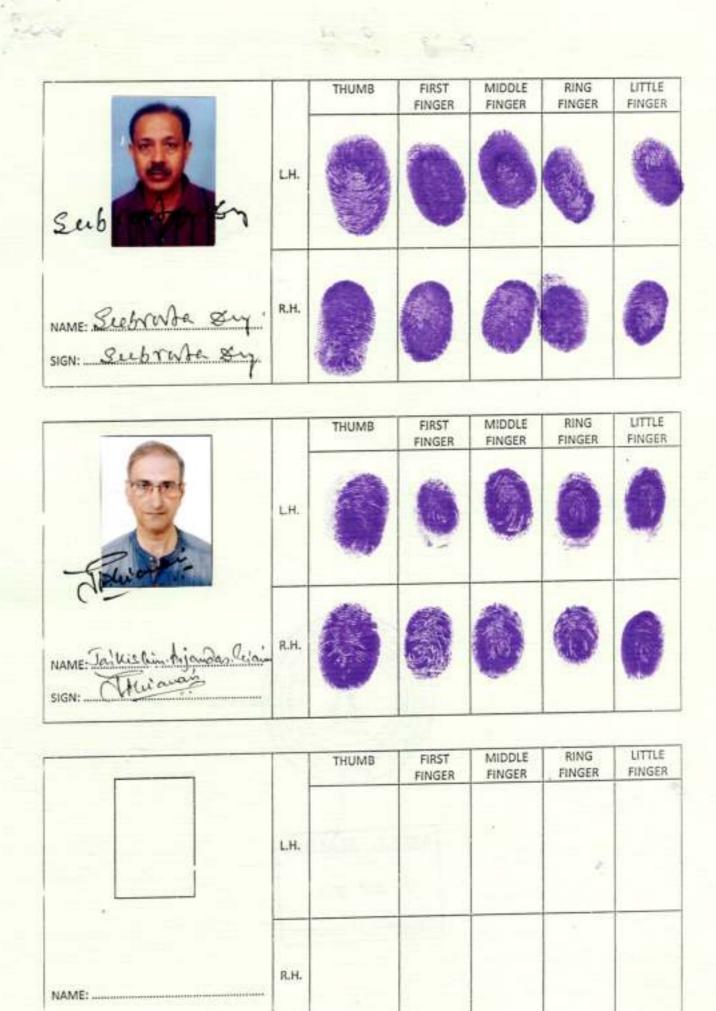






|      | THUMB | FIRST<br>FINGER | MIDDLE<br>FINGER | RING<br>FINGER    | LITTLE                   |
|------|-------|-----------------|------------------|-------------------|--------------------------|
| LH.  |       | 9               | *                |                   | -                        |
| R.H. |       | A               |                  |                   | •                        |
|      |       | LH.             | L.H.             | LH. FINGER FINGER | LH. FINGER FINGER FINGER |





SIGN:



## Major Information of the Deed

| Deed No:   | I-1606-03131/2022  | Date of Registration   | 27/06/2022                           |  |  |  |
|--|--|--|--------------------------------------|--|--|--|
| Query No / Year  | 1606-2001908282/2022   | Office where deed is registered  A.D.S.R. SEALDAH, District: South 24-Pargana.   |                                      |  |  |  |
| Query Date   | 23/06/2022 8:26:04 PM  |  |                                      |  |  |  |
| Applicant Name, Address<br>& Other Details                   | Arabinda Dhan Das<br>177/11/8, Picnic Garden Road, K<br>WEST BENGAL, PIN - 700039, N | olkata,Thana : Kasba, District<br>Mobile No. : 9830662396, Stat  | : South 24-Parganas,<br>us :Advocate |  |  |  |
| Transaction  |  | Additional Transaction   |                                      |  |  |  |
| [0110] Sale, Development Agreement or Construction agreement |  | [4305] Other than Immovable Property,<br>Declaration [No of Declaration : 2], [4311] Other<br>than Immovable Property, Receipt [Rs :<br>80,00,000/-] |                                      |  |  |  |
| Set Forth value  |  | Market Value   |                                      |  |  |  |
| Rs. 2/-  |  | Rs. 1,25,59,928/-  |                                      |  |  |  |
| Stampduty Paid(SD)   |  | Registration Fee Paid  |                                      |  |  |  |
| Rs. 20,021/- (Article:48(g))                                 |  | Rs. 80,021/- (Article:E, E, B)   |                                      |  |  |  |
| Remarks  | Received Rs. 50/- ( FIFTY only area)   | ) from the applicant for issuing   | g the assement slip.(Urbar           |  |  |  |

## Land Details:

District: South 24-Parganas, P.S:- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: N.D.B. Road, , Premises No: 112, , Ward No: 107 Pin Code: 700039

| Sch | Plot<br>Number | Khatian<br>Number |       | Use<br>ROR | Area of Land | A 100.00 | orth<br>(In Rs.) | Market<br>Value (In Rs.)   | Other Details                      |
|-----|----------------|-------------------|-------|------------|--------------|----------|------------------|--|------------------------------------|
| -   |                |                   | Bastu |            | 6 Katha      |          | 1/-              | TO PRODUCE TO A STRUCTURE OF THE PROPERTY OF T | Width of Approach<br>Road: 12 Ft., |
|     | Grand          | Total :           |       |            | 9.9Dec       |          | 1/-              | 123,97,928 /-  |                                    |

#### Structure Details:

| -   | On Land L1                                  | 600 Sq Ft.                            | 1/-                             | 1,62,000/-  | Structure Type: Structure           |
|-----|---|---------------------------------------|---------------------------------|-------------|-------------------------------------|
|     |   |                                       |                                 |             |                                     |
| Til | Fr. Floor, Area of floories Shed, Extent of | oor : 600 Sq Ft.,<br>of Completion: C | Residential Use, Ce<br>complete | 1,62,000 /- | ge of Structure: 5 Years, Roof Type |

## Land Lord Details :

| 0 | Name,Address,Photo,Finger p   | rint and Signati                | ure .             |   |  |  |  |  |  |
|---|---|---------------------------------|-------------------|---|--|--|--|--|--|
| 1 | Name  | Photo                           | Finger Print      | Signature   |  |  |  |  |  |
|   | Shri Kishore Kumar Dey Son of Late Manotosh Chandra Dey Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office   |                                 |                   | /Kishae Kuman Dry   |  |  |  |  |  |
|   |   | 27/06/2022                      | 27/06/2022        | 27/06/2022  |  |  |  |  |  |
|   | Dennal India DIN:- 700039   | Sex: Male, By<br>haar No: 80xxx | exxxxx4668, Statu | oa, District:-South 24-Parganas, West<br>cupation: Service, Citizen of: India,<br>is :Individual, Executed by: Self, Date<br>Office |  |  |  |  |  |
| 2 | Name  | Photo                           | Finger Frint      | Signature   |  |  |  |  |  |
|   | Shri Asim Kumar Dey (Presentant) Son of Late Manotosh Chandra Dey Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office   | IA                              |                   | Asi-lemen Degr.   |  |  |  |  |  |
|   | , onice   | 27/06/2022                      | LTI<br>27/06/2022 | 27/96/2022  |  |  |  |  |  |
|   | 20, Naskarhat Road, Kolkata, City:-, P.O:- Tiljala, P.S: Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700039 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: acxxxxxx2f, Aadhaar No: 98xxxxxxxx5752, Status: Individual, Executed by: Self Date of Execution: 27/06/2022, Admitted by: Self, Date of Admission: 27/06/2022, Place: Office |                                 |                   |   |  |  |  |  |  |
| 3 | Name  | Photo                           | Finger Print      | Signature   |  |  |  |  |  |
|   | Shri Asok De Son of Late Manotosh Chandra De Executed by: Self, Date of Execution: 27/06/2022 , Admitted by: Self, Date of Admission: 27/06/2022 ,Place : Office  |                                 |                   | Ason su   |  |  |  |  |  |
|   | 2020052   | 27/06/2022                      | 27/06/2022        | 27/04/2022  |  |  |  |  |  |
|   | Rennal India PIN:- 70003  | 9 Sex: Male. B                  | v Caste: Hindu, O | ba, District:-South 24-Parganas, Wescupation: Retired Person, Citizen of: 51, Status :Individual, Executed by: 5                    |  |  |  |  |  |

### Developer Details:

| SI<br>No | Name, Address, Photo, Finger print and Signature   |
|----------|--|
| 1        | Zion Builders & Developers  728, Naskarhat, Kolkata, City:-, P.O:- Tiljala, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700039, PAN No.:: aaxxxxxx9f, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative |

#### Representative Details:

| lo | Name,Address,Photo,Finger  | print and Signatur  | е                 |            |
|----|--|---------------------|-------------------|------------|
| 1  | Name   | Photo               | Finger Print      | Signature  |
|    | Shri Subrata Dey Son of Late Sudhangsu Bikash Dey Date of Execution - 27/06/2022, Admitted by: Self, Date of Admission: 27/06/2022, Place of Admission of Execution: Office  |                     |                   | Subrata Sy |
|    | MANUTE DESCRIPTION OF THE PROPERTY OF THE PARTY OF THE PA | Jun 27 2023 12:44PM | LTI<br>27/06/2022 | 27/06/2022 |

728, Naskarhat, Kolkata, City:-, P.O:- Tiljala, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: agxxxxxx6m, Aadhaar No: 37xxxxxxxx3022 Status: Representative, Representative of: Zion Builders & Developers (as Partner)

| 2 | Name   | Photo               | Finger Print     | Signature  |
|---|--|---------------------|------------------|------------|
|   | Shri Jaikishin Arjandas<br>Gianani<br>Son of Late Arjandas Udharam<br>Gianani<br>Date of Execution -<br>27/06/2022, Admitted by:<br>Self, Date of Admission:<br>27/06/2022, Place of<br>Admission of Execution: Office |                     |                  | Aculanin   |
|   |  | Jun 27 2022 12:45PM | LTI<br>27/06/202 | 27/06/2022 |

617, Tagore Park, Kolkata, City:-, P.O:- Tiljala, P.S:-Kasha, District:-South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx2q, Aadhaar No: 73xxxxxxxx5270 Status: Representative, Representative of: Zion Builders & Developers (as Partner)

#### Identifier Details:

| Name   | Photo      | Finger Print | Signature  |
|--|------------|--------------|------------|
| Shri Sagar Panjabi<br>Son of Late Deepak Panjabi<br>617, Naskarhat, Tagore Park, Kolkata,<br>City:-, P.O:- Tiljala, P.S:-Kasba, District:-<br>South 24-Parganas, West Bengal, India,<br>PIN:- 700039 |            |              | Light-     |
|  | 27/06/2022 | 27/06/2022   | 27/06/2022 |

Identifier Of Shri Kishore Kumar Dey, Shri Asim Kumar Dey, Shri Asok De, Shri Subrata Dey, Shri Jaikishin Arjandas Gianani

| Trans | fer of property for L1 |   |
|-------|------------------------|---|
| SI.No | From                   | To. with area (Name-Area)                     |
| 1     | Shri Kishore Kumar Dey | Zion Builders & Developers-3.3 Dec            |
| 2     | Shri Asim Kumar Dey    | Zion Builders & Developers-3.3 Dec            |
| 3     | Shri Asok De           | Zion Builders & Developers-3.3 Dec            |
| Trans | fer of property for S1 |   |
| SI.No | From                   | To. with area (Name-Area)                     |
| 1     | Shri Kishore Kumar Dey | Zion Builders & Developers-200.00000000 Sq Ft |
| 2     | Shri Asim Kumar Dey    | Zion Builders & Developers-200.00000000 Sq Ft |
| 3     | Shri Asok De           | Zion Builders & Developers-200.00000000 Sq Ft |

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## Endorsement For Deed Number: 1 - 160603131 / 2022

#### On 27-06-2022

## 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 11:49 hrs on 27-06-2022, at the Office of the A.D.S.R. SEALDAH by Shri Asim Kumar Dev. 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 1.25.59.928/-

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

Execution is admitted on 27/06/2022 by 1. Shri Kishore Kumar Dey, Son of Late Manotosh Chandra Dey, 20, Naskarhat Road, Kolkata, P.O: Tiljala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by Profession Service, 2. Shri Asim Kumar Dey, Son of Late Manotosh Chandra Dey, 20, Naskarhat Road, Kolkata, P.O: Tiljala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by Profession Retired Person, 3. Shri Asok De, Son of Late Manotosh Chandra De, 20, Naskarhat Road, Kolkata, P.O: Tiljala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by Profession Retired Person

Indetified by Shri Sagar Panjabi, , , Son of Late Deepak Panjabi, 617, Naskarhat, Tagore Park, Kolkata, P.O: Tiljala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Student

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

Execution is admitted on 27-06-2022 by Shri Subrata Dey, Partner, Zion Builders & Developers (Partnership Firm), 728, Naskarhat, Kolkata, City:-, P.O:- Tiljala, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:-700039

Indetified by Shri Sagar Panjabi, , , Son of Late Deepak Panjabi, 617, Naskarhat, Tagore Park, Kolkata, P.O: Tiljala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Student

Execution is admitted on 27-06-2022 by Shri Jalkishin Arjandas Gianani, Partner, Zion Builders & Developers (Partnership Firm), 728, Naskarhat, Kolkata, City:-, P.O:- Tiljala, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700039

Indetified by Shri Sagar Panjabi, , , Son of Late Deepak Panjabi, 617, Naskarhat, Tagore Park, Kolkata, P.O. Tiljala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Student

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 80,021/- (B = Rs 80,000/-, E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 80,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/06/2022 11:32PM with Govt. Ref. No: 192022230057811748 on 23-06-2022, Amount Rs: 80,021/-, Bank: SBI EPay ( SBIePay), Ref. No. 9301348794738 on 23-06-2022, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 19,971/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 5828, Amount: Rs.50/-, Date of Purchase: 02/12/2021, Vendor name: S DAS Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/06/2022 11:32PM with Govt. Ref. No: 192022230057811748 on 23-06-2022, Amount Rs: 19,971/-, Bank: SBI EPay ( SBIePay), Ref. No. 9301348794738 on 23-06-2022, Head of Account 0030-02-103-003-02

Anitan Oland.

Amitava Ghosal ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2022, Page from 104960 to 104990 being No 160603131 for the year 2022.



Digitally signed by AMITAVA GHOSAL Date: 2022.06.29 12:09:00 +05:30 Reason: Digital Signing of Deed.

Anitorna Chand.

(Amitava Ghosal) 2022/06/29 12:09:00 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH West Bengal.

(This document is digitally signed.)