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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 13th day of October, 2023

BETWEEN

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নং 1228 তার 11.10.2023
খরিদদার- K. B. Construction
মাং- Ramabhadra Panchpota, Ko 2-700152
শঙ্কর কুমার সরকার
স্ট্যাম্প ভেঙার
সোনানারপুর এ্যা.ডি.এস.আব. অফিস
দক্ষিণ ২৪ পরগণা



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3 OCT 2023

Samar Das
Advocate
High Court, Calcutta

(1) **MR. MANAS SARDAR** (PAN : DRIPS2481D & Aadhaar No. 7215 0809 0442), son of Mr. Bhupati Sardar, and (2) **MRS. SATARUPA GHOSH** (PAN : AUBPG2062R), wife of Mr. Manas Sardar, both by Nationality - Indian, by faith - Hindu, by occupation - Service, residing presently at Police Para, Uttar Panchpota, Post Office - Panchpota, Police Station - Sonarpur now Narendrapur, District - South 24 Parganas, Kolkata - 700152; hereinafter called and referred to as the "**OWNERS/ FIRST PARTY**" (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/ or assigns) of the **ONE PART.**

AND

K.B. CONSTRUCTION, a proprietorship firm having its office at Ranabhutia, near Netaji Subhash Engineering College, Garia, Post Office - Panchpota, Police Station - Sonarpur now Narendrapur, Kolkata - 700152, being represented by its Proprietor, **MR. ASIM BISWAS** (PAN : AKRPB1622N, Aadhaar No. 425280522917), son Late Jatindra Nath Biswas, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Ranabhutia, near Netaji Subhash Engineering College, Garia, Post Office - Panchpota, Police Station - Sonarpur now Narendrapur, Kolkata - 7000152, M : 9831014606; hereinafter called and referred to as the "**DEVELOPER/ SECOND PARTY**" (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its/ his heirs, executors, administrators, legal representatives, successor-in-interest in office and/ or assigns) of the **OTHER PART.**

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WHEREAS one Surendra Nath Mondal was the recorded owner as Raiyat in R.S.R.O.R. in respect of **79 decimals land** at **R.S. Dag No. 56** under R.S. Khatian No. 441 corresponding to C.S. Dag No. 54 appertaining to C.S. Khatian No. 122 of **Mouza - Panchpota**, J.L. No. 42, Pargana - Medonmolla, Police Stataion - Sonarpur, Dist. 24 Parganas in the record of Rajpur - Sonarpur Municipality and paying municipal rates and taxes thereof regularly and had been in possession and enjoyment the aforesaid property without any hindrance and encumbrance.

AND WHEREAS during the possession and enjoyment of the aforesaid property the said Surendra Nath Mondal died intestate leaving behind his only son Mr. Jatindra Nath Mondal alias Jyotindra Nath Mondal as his only legal heir and successor as per Hindu Succession Act, 1956 and the said Mr. Jatindra Nath Mondal alias Jyotindra Nath Mondal, by way of inheritance, became the sole and absolute owner of the aforesaid **79 decimals land** which was leaved by his faher, Late Surendra Nath Mondal.

AND WHEREAS thereafter, by and under a Deed of Sale duly registered on 12.09.1958 at the office of Sub-Registrar, Baruipur and recorded in its Book No. I, Volume No. 78, Copied Pages from 168 to 170, **Being No. 07361 for the year 1958** said Jatindra Nath Mondal alias Jyotindra Nath Mondal sold, transferred and conveyed the aforesaid landed property unto and in favour of Mrs. Mina Rani Ghosh and thereafter, said Mina Rani Ghosh got mutated the aforesaid landed property in her name in the record of Rajpur - Sonarpur Municipality and paid municipal taxes under **Holding No. 220, Panchpota** in Ward No. 03 of Rajpur - Sonarpur Municipality and also erected a pucca cemented tiles shed thereon, measuring more or less 100 Sq. ft. and had been in enjoyed the possession of aforesaid landed property without any hindrance and encumbrance.

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AND WHEREAS during the possession and enjoyment of the aforesaid property said Mrs. Mina Rani Ghosh sold, transferred and conveyed a demarcated piece of parcel land measuring more or less **2 Cottahs Bastu land alongwith a 100 Sq. ft. tiles shed** structure thereof lying, situated at **Holding No. 220, Panchpota** in Ward No. 03 of Rajpur - Sonarpur Municipality and and comprised in **R.S. Dag No. 56** under R.S. Khatian No. 441 corresponding to C.S. Dag No. 54 appertaining under C.S. Khatian No. 122 of **Mouza - Panchpota**, J.L. No. 42, Pargana - Medonmolla, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas by and under a Deed of Sale written in Bengali which was duly registered on 21.09.2022 at the office of A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume. No. 1629-2022, Pages from 185533 to 185553, Being No. 162906304 for the year 2022 unto and in favour of **Mr. Manash Sardar & Mrs. Satarupa Ghosh, the Owners herein** and after thus purchase they got mutated their names in record of B.L.&L.R.O., Sonarpur, South 24 Parganas and the said property incorporate in L.R.R.O.R. as **L.R. Dag No. 62** appertaining to **L.R. Khatian Nos. 5326 & 5327** of Mouza - **Panchpota**, J.L. No. 42, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas and they have been in possessing and enjoying of the aforesaid property till now without any hindrance and encumbrance from others.

AND WHEREAS the Owners are very much desirous to construct an apartment ownership residential cum commercial building as per existing building rule of the Rajpur - Sonarpur Municipality on their land specifically mentioned in the First Schedule hereunder written but due to financial difficulties and lack of technical knowledge the owners herein are unable to construct building upon the said plot of land and so they have decided to enter into an agreement with the developer, and for that the Owners/ First Party jointly expressed their willingness to enter into an agreement with the developer in respect of construction of building upon the said premises/ holding. The Developer/ Second Party herein having had the information

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with regard to the willingness of the said Owners/ First Party proposed to construct apartment ownership residential cum commercial building upon the aforesaid premises in accordance with the building plan to be sanctioned by the appropriate authority at the cost and/or expenses of the developer, and the owners accepted the proposal of the said Developer with the terms and conditions specifically mentioned hereunder.

AND WHEREAS the parties hereto have further agreed to enter into an agreement for construction of the proposed building so as to allocate parts/ portion of the proposed building to the parties hereto as well as the specified terms and conditions as mutually agreed to by and between them.

NOW THIS AGREEMENT WITNESSETH and the parties hereto have agreed to and abide by the terms and conditions noted herein below :-

- 1.1 **Owners and Developer** shall include their respective transferees/ nominees.
- 1.2 **Premises** shall mean the property more fully described in the First Schedule hereunder written.
- 1.3 **Owners** shall mean the parties of the ONE PART.
- 1.4 **Developer** shall mean the party of the OTHER PART.
- 1.5 **Proposed building** shall mean and include commercial and/ or residential building to be constructed on the said plot of land in accordance with the plan to be sanctioned by the appropriate authority and with necessary additional structures as will be required and shall include the car parking and other spaces/ commercial spaces.
- 1.6 **Common facilities** and amenities shall mean and include the facilities specifically mentioned in **Article - VIII**.

- 1.7 **Saleable Space** mean the space in the proposed building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.8 **Owners' allocation** is more fully described in the **Second Schedule** hereunder written.
- 1.9 **Developer's allocation** is more fully described in **Third Schedule** hereunder written.
- 1.10 **Architect** shall mean any qualified person having requisite qualification or persons or firm or firms to be appointed or nominated by the Developer as Architect of the building for designing and planning of the proposed building at the said premises.
- 1.11 **Building plan** shall mean such plan or plans for construction of the new building to be sanctioned by the appropriate authority and shall include any revision thereto and/ or modified thereof duly sanctioned by the appropriate authority.
- 1.12 Transfer with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in Multi- Storied buildings to the purchasers/ owners thereof.
- 1.13 Transferee shall mean a person or persons, firm or association of persons to whom any space in the Building to be transferred.
- 1.14 Words importing singular shall include plural and vice versa.
- 1.15 Words importing masculine gender shall include feminine and neuter genders. Likewise, words importing feminine gender shall include masculine and neuter genders.
- 1.16 F.A.R. shall mean sanction area by the Municipal Authority.

ARTICLE -II
(TITLE AND INDEMNITIES)

- 2.1 The owners hereby declare that the owners have good marketable title to the said premises and the owners have good right and title to enter into this Agreement with the Developer and the owners hereby undertake to indemnify and keep the Developer indemnified against any and all third party claims, actions and demands whatsoever.
- 2.2 The owners are in constructive physical possession of the plot of land which is free from all and any manner of lispense, charges, liens, attachments, claims, encumbrances or mortgages whatsoever or howsoever and is in the exclusive possession of the owners and the owners hereby undertake to indemnify and keep indemnified the Developer from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessory right in the said premises.
- 2.3 The Owners hereby also undertake that the Developer shall be entitled to construct and complete the building upon the property described in the First Schedule hereunder written and enjoy the Developer's allocation therein without any interruption or interference from the owners or any person or persons lawfully claiming through or under the Owners.
- 2.4 That the Developer undertakes to construct the building in accordance with the sanctioned building plan and undertakes to pay any or all damages, penalties and/ or compounding fees payable to the authority or authorities concerned relating to any deviation in construction.
- 2.5 That the Developer shall act as an independent contractor to construct the building and undertakes to keep the Owners indemnified from and against all third party claims, compensation and action arising out of any act or omission of the Developer or any accident in or relating to the construction of the building.

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- 2.6 That after satisfying the right, title, interest and also the possession of the schedule property the developer herein entered into the instant agreement with the owners.

ARTICLE - III
(CONSIDERATION)

- 3.1 That the owners will be entitled to own and possess owners' allocation of the proposed building along with undivided proportionate share of land in the said premises and undivided common rights and interest in common parts/ portions, facilities and amenities specifically mentioned in Second Schedule hereunder written as Owners' allocation.
- 3.2 That in consideration of the construction cost and other expenses for construction of the proposed building thereof the Developer shall have the right to sell, transfer, alienate, hold, let out the property of developer's allocation which is specifically mentioned under Third Schedule hereunder written together with undivided proportionate share of land.

ARTICLE - IV
(OWNERS' LIABILITY AND RESPONSIBILITY)

- 4.1 That the owners undertake not to transfer, mortgage, charge or lease or enter into agreement in any way or encumber the said plot of land or any part or portion thereof which is the subject matter of this Agreement in any manner whatsoever during the subsistence of this Agreement.

- 4.2 That the Owners/ first party grants an exclusive right and possession subject to covenant hereunder contained to the developer to build/construct apartment ownership building on the said premises containing several self contained flats, shops/ commercial spaces, car parking spaces in accordance with building plan to be sanctioned by the Rajpur - Sonarpur Municipality, and the Developer shall be entitled to be the owner of Developer's allocation and both the parties shall be entitled to hold, possess, sell and dispose of their respective allotments together with undivided proportionate share in land with common parts/ portions, facilities, amenities and benefits in lawful manner in accordance to their allocated portions in the proposed building. Provided that both the parties shall not litigate in respect of necessary modification or revision in the said building plan for the sake of construction and/or instruction of the said Municipal Authority.
- 4.3 That the Owners/ First Party will execute all necessary papers and documents relating to approval of the building plan which will be prepared by the Architect of the developer and cost and expenses of preparing building plan, development charge and other expenses relating to the construction of the proposed building shall be borne by the Developer. The Developer will engage an architect of its/his choice and the Owners, if required, will sign the plans as well as whatsoever other necessary papers and documents relating to the sanction of building plan in accordance with law, and the owners will execute, authorize and grant authorization letter in favour of the developer for construction of the said building and smooth running of development work with regard to the completion of the proposed building and having electricity and/or for new connection of electric for the proposed building to be constructed by the developer.

- 4.4 That during the continuance of the agreement the owners shall not in any way cause impediment or obstruction whatsoever in the construction or development of the said property to be carried on by the Developer.
- 4.5 The owners herein shall handover original copies of Deed of Sale, Tax receipt, and other papers and relevant documents relating to title of the said premises to the developer.
- 4.6 That the original title deed/ relevant papers in respect of the said premises shall be kept in custody of the developer who shall allow the Owners and/ or Advocate of the owners or the financial institution for inspection the said documents as and when required and also allow the Owners to take copies and/ or extracts therefrom. The developer shall give receipt of all original documents to the owners at the time of receiving such documents and handover the said original documents after sale of entire developer's allocation and if the owners sale their entire allocation they have to handover all original documents to the owners' association or the developer, as the case may be.
- 4.7 That the owners shall pay proportionate maintenance charge to the developer or the association, as the case may be, from the date of taking possession of owners' allocation from the developer.
- 4.8 That the owners hereby have agreed to grant a register General Power of Attorney for Development in favour of the Developer to enable the Developer to enter into agreement for sale, receive advance and execute sale deed in favour of the purchaser or purchasers on behalf of the owners **only for the Developer's allocated portions**, and the entire risk and liability in doing so will devolve upon the Developer. In case of Death of the owners/ owner, his/ her/ their heirs, successors, executors, legal representatives, shall execute and register equivalent power of attorney in favour of the Developer for

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construction of the said building and to do necessary acts for completion of the proposed building and to alienate and/ or absolute enjoyment of the Developer's allocated portions, and expenses in respect thereof shall be borne by the Developer.

- 4.9 Immediate after execution of this agreement, the developer shall be entitled to deal with the said plot of land on the terms and conditions herein contained and also in accordance with the Powers and Authorities conferred on the Developer by the Owners.
- 4.10 That the owners will be liable to execute Boundary Declaration and register the same at the cost of the Developer in respect of the said plot of land, if required.
- 4.11 That after possession so long as such flats of the owners' allocation in the said building shall not be separately assessed for the purpose of Municipal Taxes, maintenance charges, consumption of electricity and Charges for supply of water shall be proportionately paid by the Owners. Such proportionate charge and maintenance shall be determined by the developer on the basis of area of such flat in the said building.
- 4.12 In the event of arrangement of any transformer including installation of the mother meter in connection with supply of electricity to the said building owners shall be liable to pay the required money proportionately.

ARTICLE - V

(DEVELOPER'S LIABILITY AND RESPONSIBILITY)

- 5.1 That the Developer shall take all such steps for sanctioning the building plan in the name of the owners on the basis of Power of Attorney and the owners shall put their signature as and when it shall be required. The Developer shall have to pay sanction fees, development charge and other charges, if any, for sanctioning the building plan.

- 5.2 That the Developer shall construct the building at its/ his cost and expenses in accordance with sanctioned building plan as per specification of the Rajpur - Sonarpur Municipality annexed thereto. The Developer shall be solely liable for any deviation of the building plan and shall pay all damages, penalties and compounding fees for making such deviation, if any, and the owners shall not be liable in any manner whatsoever.
- 5.3 That the Developer shall have the right to have electric meter/ connection either in its own name or in the name of the owners at the said premises at the cost and expenses of the Developer.
- 5.4 That the Developer is liable to complete the proposed building and handover owners' allocation as per works specification mentioned in **the Fourth Schedule** hereunder written within **24 (Twenty Four) months** from the date of sanction of building plan unless prevented by acts of God and/ or unforeseen circumstances or natural calamities delay is caused due to the circumstances beyond control of the Developer and in that event the Developer shall be allowed for a period of 6 (six) months in addition to the said **24 (Twenty Four) months** for completion of the said building.
- Note : The developer shall take positive steps so that building plan should be sanctioned within 6 (six) months from the date of signing this agreement.
- 5.5 That the Developer shall pay and bear all Municipal rates, and taxes, land revenue, charges for use of electricity of the said plot of land from the date of handing over vacant possession of the said premises to the Developer by the Owners till the date of delivery of possession of owners' allocation in the proposed building by the developer and after delivery of possession of owners' allocation responsibility of paying rates and taxes, land revenue, electricity, maintenance and other charges will be borne by the owners according to ratio.

- 5.6 That all dealings by the developer in respect of the construction of the building shall be either in the name of the Owners or in the name of the developer/ attorney but such dealing shall not create or foster in any manner any financial, civil and/or criminal liability to the owners.
- 5.7 That the Developer/ any purchaser of developer's allocation shall be entitled to enter into agreement with any Bank/ Financial Institution for the purpose of obtaining loan in respect of developer's allocation only and in respect of obtaining loan and repayment the same or advance money being received from becoming purchasers entire risk and liability will devolve upon the Developer.
- 5.8 That the developer is liable to hand over a copy of sanction plan, completion plan and completion certificate issued by the Municipal Authority to the owners in due course as and when it will be had from the Municipal Authority.
- 5.9 That the developer shall have every right to construct boundary wall around the said property.
- 5.10 That the developer shall demolish the old building upon the aforesaid property with utmost care and skills and sale the demolished materials at its/ his own choice.

ARTICLE - VI
(RESTRICTIONS)

- 6.1 That the Developer shall use 1st Class/ standard quality of materials for the construction of entire building. The owners shall have the authority to inspect the construction of building in accordance with the sanctioned plan by appointing expert civil engineer of their choice at their discretion at any working day and if the Developer deviates from the sanctioned plan, all liabilities for deviation shall devolve upon the Developer. It is clearly noted that after completion of the owners' portion and upon delivery of possession of the owners' allocated portion, the owners shall not be entitled to any disputes in respect of workmanship of the construction of the building.

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- 6.2 That the Developer, during construction, shall abide by all laws, bye-laws, rules and regulations of the Government, Local bodies and/or other authorities and shall attain to answer before the appropriate authority and be responsible for any deviation or violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- 6.3 That the owners shall abide by any laws, bye-laws, rules, regulations of associations/ society that may be formed by the initiations of the Developer in the proposed building in due course.
- 6.4 That the owners shall not -
- i) interfere with or hinder or obstruct in any manner whatsoever in the construction of the said building or any part thereof by the Developer.
 - ii) do anything whereby the Developer is prejudicially affected.
 - iii) throw any rubbish or store any article or combustible goods in the common area.
 - iv) carry on any obnoxious, noisy, offensive, illegal or immoral activity in the flats.
 - v) cause any nuisance or annoyance to the co-purchasers and / or occupants of the other portions of the said building and/ or flats.
 - vi) decorate or paint or otherwise alter the exterior wall of the said flat or common parts of the said building in any manner without consent of the developer or association to be formed in due course.
 - vii) obstruct in any manner the Developer's Construction in making further construction or transferring any right in or on the land, building or parking space, shops, commercial space etc. with due permission of the Municipal Authority without affecting owners' allocation of 50% therein.
 - viii) claim any partition or sub-division of the said land or the common parts area.
 - ix) obstruct or raise any objection in the case of the proportionate undivided share in the land is reduced by reason of the Developer making further construction on the said plot of land and not to obstruct or raise any

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objection of any nature whatsoever to such construction or any portion thereof with due permission/ approval of the Municipal Authority without affecting owners' allocation therein.

- 6.5 That the Developer shall not -
- i) use or permit to use of its/ his respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal and unlawful trade or activity nor use or allow the same to be used for any purpose which may create a nuisance or hazards to the owners/ occupier of the building.
 - ii) do or permit to be done any act, or things which may cause void or voidable insurance of the building or any part thereof if any insurance is cause to be done.
 - iii) throw or permit to be thrown accumulation or dirt to any Owners' parts/ portions.

ARTICLE - VII
(MISCELLANEOUS)

- 7.1 The Developer shall be entitled to frame a scheme for the management and administration of the said building and/ or common parts thereof. The developer after completing the flats in all respect shall issue written notice to the owners inviting the owners to take possession. If the owners willfully fails or neglects to take possession of his allocation in the new building, it will be treated and/ or regarded that possession of the owners' allocation have been duly handed over to the owners.
- 7.2 Any notice, required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand against receipt thereof or sent registered post with ack./due at the address given herein above or through whatsapp or email and shall likewise be deemed to have been served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post with Ack./Due to

the office of the Developer at the address given hereinabove or through whatsapp or email.

- 7.3 Be it mentioned here that during the construction of the building and till the Developer's share of allocation is fully disposed of, the Developer shall always remain as the Owner of the entire structural area in the proposed building as would be constructed by the Developer by its / his costs and expenses and after handing over vacant possession of Owners' allocation, the ownership of the owners will automatically changed to the extent that the owners will be the owners of structural area of their allocation together with undivided proportionate share of land attributable to the said structural area and in consideration of which the Owners or their duly authorized attorney shall sell, convey and transfer the remaining undivided proportionate share of land attributable to the structural area of the Developer's allocation either to the Developer or to its nominee or nominees being the intending purchaser or purchasers of flats, shops, car parking space and other spaces without taking any other or further consideration save and except the Owners' allocation either from the developer or from its nominee or nominees.
- 7.4 That a supplementary agreement may be executed, if required, for avoiding any minor difference/dispute between the owners and the developer with regard to allocation of space and right and interest of the either party as mentioned in these presents.
- 7.5 That preparation of relevant papers, documents, agreements, conveyances of the said property shall be done by the advocate of the Developer.
- 7.6 That the name of the proposed building will be **"DHIRENDRA MINA RESIDENCY"**.
- 7.7 If any shortage or excess area found at the time of allocating owners' allocation that area should be adjusted at the rate of Rupees Three Thousand Two Hundred only per sq. ft. súper built up area.

ARTICLE - VIII
(COMMON PARTS PORTIONS/FACILITIES)

- 8.1 The common areas shall include Path, Passage, driveways, supply systems including meter room, stair, stair case landing, pump room if any, lift, service area, septic tank, over head water tank, underground water reservoir if any, top roof, boundary wall, main gate etc. Each unit/ flat owners or their nominee shall pay proportionate common expenses and maintenance charges as specified in Article - IX for his/her/ their allocation to the flat owners' association or to the Developer, as the case may be, punctually. The Developer or its/ his nominee or nominees shall be liable to pay proportionately common expenses and maintenance charges for the Developer's allocation to the owner's association punctually.

ARTICLE - IX
(i.e. the common expenses and maintenance of the Building)

- 9.1 The expenses, maintenance, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage system, rain water discharges arrangements, electricity supply system to all common areas together with use of pump for water mentioned in the **ARTICLE - VIII** hereinbefore.
- 9.2 The expenses of repairing, maintaining, white washing and colour washing the main structure, outer wall and common areas.
- 9.3 The cost of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby, staircase and other common areas.
- 9.4 Salaries of all persons and other expenses for maintaining the said building.

- 9.5 Municipal taxes, water taxes, revenues, insurance premium, if any, and other taxes and outgoings whatsoever as may be applicable and/ or payable on account of the said premises.
- 9.6 Such other expenses as may be necessary for incidental to the maintenance of the premises and the common areas and amenities.

ARTICLE - X
(FORCE MAJEURE)

- 10.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of the performance of the relative obligations prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of Force Majeure.
- 10.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/ or any other act or commission beyond the reasonable control of the parties.

ARTICLE - XI
(JURISDICTION)

- 11.1 Courts having jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto if and only when any difference or dispute between the parties hereto is not amicably settled by and between the parties of their own initiation.

FIRST SCHEDULE ABOVE REFERRED TO :

(Description of Land)

ALL THAT piece and parcel of **Bastu Land** measuring **more or less 2 Cottahs** alongwith **100 Sq. ft.** a pucca cemented floor with tiles shed structure thereon at in **L.R. Dag No. 62** appertaining to **L.R. Khatian Nos. 5326 & 5327** corresponding to **R.S. Dag No. 56** under R.S. Khatian No. 441 and C.S. Dag No. 54 under C.S. Khatian No. 122 of **Mouza - Panchpota**, J.L. No. 42, Pargana - Medonmolla, Police Stataion - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700152 being part of **Holding No. 220, Panchpota** in Ward No. 03 of Rajpur - Sonarpur Municipality. The said property is butted and bounded by -

ON THE NORTH : Property of Subhash Chandra Ghosh & Dipak Kumar Ghosh;

ON THE SOUTH : Property of Mr. Swapan Ghosh;

ON THE EAST : Property of Mr. Harekrishna Paria;

ON THE WEST : 10 feet wide common passage near to Bapu Ahram Road.

SECOND SCHEDULE ABOVE REFERRED TO :

(Owners' Allocation)

- 1 That the owners shall be entitled to own and possess absolutely **1500 Sq.ft. super built up residential area** of the proposed building together with undivided proportionate share of land in the said premises along with common interest in common parts/ portions, facilities and amenities attached thereto and a **car parking space** measuring more or less 135 sq. ft. on the Ground Floor of the said building;

2. That the aforesaid owners' allocation shall be demarcated and confirmed by the developer in the supplementary agreement to be executed by and between the parties hereto after sanction of building plan.

If any shortage or excess area found at the time of allocating owner's allocation that area should be adjusted at the time of execution of the said supplementary agreement.

3. That the Owners will be entitled to transfer or dispose of the Owners' allocation in the proposed building with the exclusive right to enter into agreement for sale and transfer the same without any disturbance right, claim, demand, interest whatsoever or howsoever of the Developer or any person or persons lawfully claiming through the Developer who shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment and transfer in any manner of the Owners' allocation, after handing over Owners' allocation to the Owners by way of possession letter.

THIRD SCHEDULE ABOVE REFERRED TO :

(Developer's Allocation)

1. That the Developer shall be entitled to be the owner of the **remaining constructed area** of the proposed building together with undivided proportionate share in land, common parts/portions, facilities and amenities **excluding** the owners' allocated portions as mentioned in Second Schedule hereinabove.
2. That the Developer shall have the absolute right to sell, transfer, alienate, let, mortgage, create lease and license or peaceful business and/ or enjoyment of its/ his portions/ allocation to any person according to its/his choice together with undivided proportionate share of land along with proportionate share in common parts/ portions, facilities and amenities.

FOURTH SCHEDULE AS ABOVE REFERRED TO :
(DETAILS OF FIXTURES, FITTINGS, STANDARD OF MATERIALS ETC.)

Structure : R.C.C. Frame structure as per approved building plan.

Wall: all walls as per approved building plan. All inside walls will be coated with J.K. wall putty.

Flooring and Skirting: floor marble finished with 4" skirting.

Plastering : All plaster works will be done with approved quality ultratech cement, standard thickness, (1:4) cement sand mortar for inside and (1:5) mortar for outside walls.

Painting : All internal walls cement plaster with putty finish. All external walls of coat finish. Synthetic primer to steel works.

Door : Flush doors with commercial ply and salwood frame of standard thickness.

Windows : Alluminium sliding window with iron grill with coloured.

Electric Works : Concealed wiring with **Finolex/ heavels cables and board with good quality modular switches.** In each Bedroom - 2 light points, 1 fan pt. & 1 Plug pt. In living-dining room - one 15amp. Plug point, 1 fan pt., 1 5amp. plug pt. In Kitchen - 2 light pt 1 exhaust fan pt & 1 power pt. In Toilet - 1 light pt. & 1 15amp. plug point, 1 exhaust fan point. In veranda - 1 light pt. only. Water pump connected with starter switch, light in common passage and 1 light pt. at each stair landing will be provided. 1 Ac point in master bed room of every flat (for land owner's allocation only).

Water Supply : Water supply will be through necessary fittings from Sanitary Deep Tube well and overhead water tank with necessary Pump fittings. ALL the water and sanitary works will be done with approved quality PVC pipes and approved good quality fittings. With necessary drainage and sewerage.

Toilet : Each Toilet with 5' feet high Glaze Tiles good quality with floor tiles/ marble good quality and white commode with wall, PVC white cistern & wash basin, shower with fittings of standard size and good quality.

Kitchen : Granite slab on top platform with washing steel sink with 2 feet tiled wall above the cooking platform.

Lift :- lift will be provided by reputed company.

NOTE - The Developer will charge extra cost for any extra fittings and any other extra work which is not mentioned in the Specification.

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

SIGNED, SEALED & DELIVERED

in the presence of :-

1. *Kishu Mondal*
Balua, Anna
Kot- 84

2. *Srim Uda*
Ranabhadra,
Kot- 700152

Manas Sarkar

Satocupa Ghosh.

Signature of the Owners/ First Party

Drafted by me :

Samar Das

SAMAR DAS,

Advocate,

High Court, Calcutta.

Enrollment No. WB/91/05.

K. B. CONSTRUCTION

Asim Biswas
Proprietor

Signature of the Developer/ Second Party



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



192023240256283468

GRN Details

GRN: 192023240256283468
GRN Date: 12/10/2023 10:54:16
BRN : 0130067386815
Gateway Ref ID: 328505218688
GRIPS Payment ID: 121020232025628345
Payment Status: Successful
Payment Mode: SBI Epay.
Bank/Gateway: SBIEpay Payment Gateway
BRN Date: 12/10/2023 10:54:48
Method: State Bank of India UPI
Payment Init. Date: 12/10/2023 10:54:16
Payment Ref. No: 2002598038/1/2023
[Query No*/Query Year]

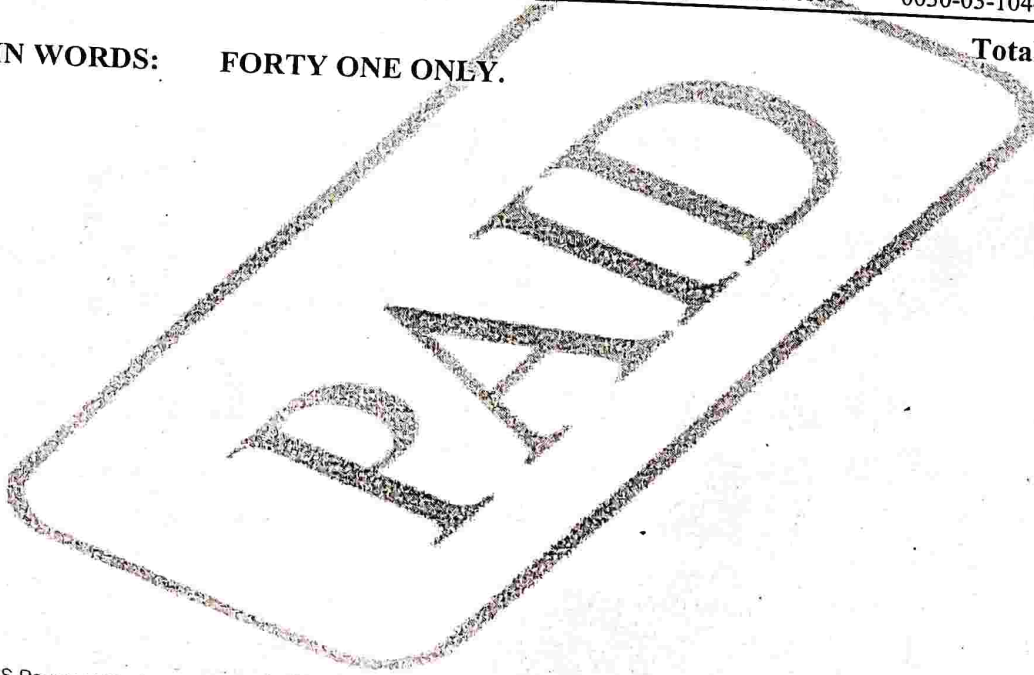
Depositor Details

Depositor's Name: Mr K B CONSTRUCTION
Address: Ranabhutia, Panchpota, Kolkata - 700152
Mobile: 9903423220
Period From (dd/mm/yyyy): 12/10/2023
Period To (dd/mm/yyyy): 12/10/2023
Payment Ref ID: 2002598038/1/2023
Dept Ref ID/DRN: 2002598038/1/2023

Payment Details

Sl. No	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002598038/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2002598038/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	41

IN WORDS: FORTY ONE ONLY.





Left Hand

Right Hand

Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger

NAME :

MR. MANAS SARDAR

DRIPS 2481D

SIGNATURE :

Manas Sardar



Left Hand

Right Hand

Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger

NAME :

MRS. SATARUPA GHOSH

AUBPG2 062R

SIGNATURE :

Satarupa Ghosh.



Left Hand

Right Hand

Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger

NAME :

MR. ASIM BISWAS

SIGNATURE :

Asim Biswas

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ASIM BISWAS

JATINDRA NATH BISWAS

05/12/1977

Participate in Account Number

AKRPB1622N

Asim Biswas



18072014

इस कार्ड को खोने / गलत धर रखने या नुकसान होने पर / खोने पर
आयकर विभाग से न्याय के लिए, हमें सूचना दी जाए
3 डी मॉडेल, मंत्री स्टडींग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक कोणार,
पुणे - 411 016.

If this card is lost / someone's card is found,
please inform / return to:
Income Tax PAN Services Unit NSDL
5th floor, Muntri Sterling
Plot No. 341, Survey No. 997/8
Model Colony, Near Deep Bunglow Chowk,
Pune 411 016.

Tel: 91-20-2721 8080; Fax: 91-20-2721 8081
e-mail: timinf@nsdl.co.in

Asim Biswas

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SATARUPA GHOSH

DIPAK KUMAR GHOSH

22/06/1991

Permanent Account Number
AUBPG2062R

Satarupa Ghosh

Signature



14042010

Satarupa Ghosh.

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटारें :
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंजील, सफायर चेंबर्स,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुना - 411 045.

If this card is lost / someone's lost card is found,
please inform / return to :
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner/Telephone Exchange,
Baner, Pune - 411 045.

Tel: 91-20-2721 8080; Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
DRIPS2481D



नाम / Name
MANAS SARDAR

पिता का नाम / Father's Name
BHUPATI SARDAR

जन्म की तारीख /
Date of Birth
08/08/1992

Manas Sardar

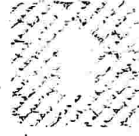
11012019

PAN Application Digitally Signed, Card Not
Valid unless Physically Signed

Manas Sardar

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:

आयकर पैन सेवा इकाई, एन एस डी एल
चौथी मंजिल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.



*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, NSDL
4th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080 Fax: 91-20-2721 8081
e-mail: fininfo@nsdl.co.in

Major Information of the Deed

Deed No.	I-1629-05000/2023	Date of Registration	13/10/2023
Query No./Year	1629-2002598038/2023	Office where deed is registered	
Query Date	10/10/2023 10:52:54 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Samar Das High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9903423220, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Stamp duty Paid (SD)	Rs. 19,71,002/-		
Rs. 5,020/- (Article:48(g))	Registration Fee Paid		
Remarks	Rs. 21/- (Article:E, E)		
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



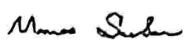


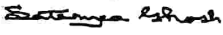
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Babu Ashram Road, Mouza: Panchapota, , Ward No: 3, Holding No:220 JI No: 42, Pin Code : 700152

Sch No.	Plot Number	Khatlan Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-62 (RS :-56)	LR-5326, (RS:-441\0)	Bastu	Bastu	1 Katha		9,72,001/-	Width of Approach Road: 10 Ft.,
L2	LR-62 (RS :-56)	LR-5327, (RS:-441\0)	Bastu	Bastu	1 Katha		9,72,001/-	Width of Approach Road: 10 Ft.,
		TOTAL :			3.3Dec	0 /-	19,44,002 /-	
		Grand Total :			3.3Dec	0 /-	19,44,002 /-	

Structure Details :

Sch No.	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
S1	On Land L1, L2	100 Sq Ft.	0/-	27,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	100 sq ft	0 /-	27,000 /-	




Land Lord Details :

Sl No	Name	Address	Photo	Finger print and Signature
1	Mr Manas Sardar Son of Mr Bhupati Sardar Executed by: Self, Date of Execution: 13/10/2023 , Admitted by: Self, Date of Admission: 13/10/2023 ,Place : Office		 13/10/2023	 LTI 13/10/2023  13/10/2023
Police Para, Uttar Panchpota, City:- Not Specified, P.O:- Panchpota, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: drxxxxxx1d, Aadhaar No: 72xxxxxxxx0442, Status :Individual, Executed by: Self, Date of Execution: 13/10/2023 , Admitted by: Self, Date of Admission: 13/10/2023 ,Place : Office				
2	Mrs Satarupa Ghosh Wife of Mr Manas Sardar Executed by: Self, Date of Execution: 13/10/2023 , Admitted by: Self, Date of Admission: 13/10/2023 ,Place : Office		 13/10/2023	 LTI 13/10/2023  13/10/2023
Police Para, Uttar Panchpota, City:- Not Specified, P.O:- Panchpota, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: auxxxxxx2r, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 13/10/2023 , Admitted by: Self, Date of Admission: 13/10/2023 ,Place : Office				




Developer Details :

Sl No	Name	Address	Photo	Finger print and Signature
1	K. B. Construction Ranabhutia, Near Netaji Subhash Engineering College, Garia, City:- Not Specified, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152 , PAN No.:: akxxxxxx2n, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl. No	Name, Address	Photo	Finger print and	Signature
1	Mr Asim Biswas (Presentant) Son of Late Jatindra Nath Biswas Date of Execution - 13/10/2023, , Admitted by: Self, Date of Admision: 13/10/2023, Place of Admission of Execution: Office	 Oct 13 2023 12:23PM	 Captured LTI 13/10/2023	 13/10/2023
City:- Not Specified, P.O:- Panchpota, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: akxxxxx2n, Aadhaar No: 42xxxxxxx2917 Status : Representative, Representative of : K. B. Construction (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Samar Das Son of Mr S G Das High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 13/10/2023	 Captured 13/10/2023	 13/10/2023
Identifier Of Mr Manas Sardar, Mrs Satarupa Ghosh, Mr Asim Biswas			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Manas Sardar	K. B. Construction-1.65 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mrs Satarupa Ghosh	K. B. Construction-1.65 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Manas Sardar	K. B. Construction-50.00000000 Sq Ft
2	Mrs Satarupa Ghosh	K. B. Construction-50.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Bapu Ashram Road, Mouza: Panchapota, , Ward No: 3, Holding No:220 JI No: 42, Pin Code : 700152

Sch No	Plot & Khatlan Number	Details Of Land	Owner name In English as collected by Applicant
L1	LR Plot No:- 62, LR Khatlan No:- 5326	Owner:মানস সর্দার, Gurdan:ভূগুটি সর্দার, Address:সিঙ্গা, Classification:বাড়, Area:0.01000000 Acre,	Mr Manas Sardar
L2	LR Plot No:- 62, LR Khatlan No:- 5327	Owner:সত্যমুখা ঘোষ, Gurdan:মানস সর্দার, Address:সিঙ্গা, Classification:বাড়, Area:0.02000000 Acre,	Mrs Satarupa Ghosh

Endorsement For Deed Number : I - 162905000 / 2023

On 13-10-2023

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 11:31 hrs on 13-10-2023, at the Office of the A.D.S.R. GARIA by Mr Asim Biswas .

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 19,71,002/-

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

Execution is admitted on 13/10/2023 by 1. Mr Manas Sardar, Son of Mr Bhupati Sardar, Police Para, Uttar Panchpota, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by Profession Service, 2. Mrs Satarupa Ghosh, Wife of Mr Manas Sardar, Police Para, Uttar Panchpota, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by Profession Service
Indetified by Mr Samar Das, , , Son of Mr S G Das, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 13-10-2023 by Mr Asim Biswas, Proprietor, K. B. Construction (Sole Proprietoship), Ranabhatia, Near Netaji Subhash Engineering College, Garia, City:- Not Specified, P.O:- Panchpota, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152

Indetified by Mr Samar Das, , , Son of Mr S G Das, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/10/2023 10:54AM with Govt. Ref. No: 192023240256283468 on 12-10-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 0130067386815 on 12-10-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 20/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1228, Amount: Rs.5,000.00/-, Date of Purchase: 11/10/2023, Vendor name: Sankar Kumar Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/10/2023 10:54AM with Govt. Ref. No: 192023240256283468 on 12-10-2023, Amount Rs: 20/-, Bank: SBI EPay (SBlePay), Ref. No. 0130067386815 on 12-10-2023, Head of Account 0030-02-103-003-02

Krishnendu Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1629-2023, Page from 139949 to 139979
being No 162905000 for the year 2023.



(Handwritten signature)

(Krishnendu Talukdar) 16/10/2023
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.

Digitally signed by KRISHNENDU TALUKDAR
Date: 2023.10.16 13:16:03 +05:30
Reason: Digital Signing of Deed.