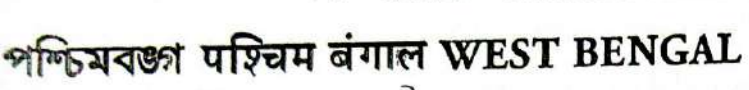


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04/08/23
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Certified that the document in admitted
to registration. The signature sheet
and endorsement sheets attached to
the document are the part of the
document.


District Sub-Registrar
Pds. (N)

AUG 20 1963

THIS AGREEMENT FOR DEVELOPMENT is made on this the 4th day of August, Two Thousand and Twenty Three (2023) in between

SMT ANIMA CHAKRABORTY (PAN AQNPC1604P) (AADHAAR 2330 5373 0830) (VOTER I/D WB/20/136/441193), by faith: Hindu, by occupation: House-wife, W/o. Late Tanmoy Chakraborty, resident of 63, Adarsha Pally, P.O & P.S Belghoria, Kolkata 700056, Dist: North 24 Parganas, West Bengal, hereinafter called as the **OWNER** (which expression shall unless excluded by any repugnant shall mean and include his heirs, heiress, successors, successors-in-interest, representatives, claimants, attorney, nominees, assigns or whatsoever) of the **FIRST PART**;

AND

MAA JAGADHATRI CONSTRUCTION (PAN ABXFM7789G), a partnership Firm, having its registered office at Holding Premises No 765, 118 Sree Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, Ward no- 28 District- North 24 Parganas represented by its Partners **1) SRI AMIT KUMAR SAHA (PAN APMPS3745M) (Aadhaar no- 5082 1432 2722)**, son of Late Arun Kumar Saha, residing at 52, Sree Pally, Deshapriya Nagar, P.O & P.S Belgharia, Kolkata 700056, Dist 24 pgs(N), and **2) SMT SUSMITA SAHA (PAN DLVPS6343K), (Aadhaar no-6997 0047 3933)** W/o Amit Kumar Saha, residing at 52, Sree Pally, Deshapriya Nagar, P.O & P.S Belgharia, Kolkata 700056, Dist 24 pgs(N), both by nationality Indian, by faith Hindu, by occupation Business, hereinafter referred and called to as the **"DEVELOPERS"** (which term or expression shall unless excluded by or repugnant to

the context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns) of the **SECOND PART**. The first partner is the signatory authority of the firm

1. DEVOLUTION OF TITLE:

WHEREAS after partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the state of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal hereinafter referred to as the Government offered all reasonable facilities to such persons hereinafter referred to as Refugees for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstance to use vacant lands in the urban areas for homestead purpose.

AND WHEREAS one Sri Kamala Prasad Chakraborty (now deceased), being a refugee displaced from East Pakistan now Bangladesh approached the Government of West Bengal for a plot of land for his rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees of East Pakistan now Bangladesh acquired a vast track of land at Mouza Basudebpur in C.S Dag No 141(Part) of the District 24 Parganas, now under the Dist North 24 Parganas in the urban area under the provision of L.D.P Act 1948/ L.A Act I of

1894 including the plot in occupation of the said Kamala Prasad Chakraborty (now Deceased).

AND WHEREAS his Excellency, the Governor of the state of West Bengal by a registered Deed of gift executed on 16/10/1992 and registered in the office of the A.D.R Barasat, District North 24 Parganas, and recorded in Book No 1, Volume No 21, Pages 81 to 84 being No 1521 for the year 1992, gifted absolutely and forever the above mentioned plot of land measuring an area of 01 Cottah 12 Chittaks and 08 sq.ft, be the same a little more or less comprised in E.P No 559, S.P No 694, C.S Plot No 141(P), lying and situated at Mouza Basudebpur, J.L No 02, P.S Belghoria, Kolkata 700056, District 24 Parganas North in favour of Sri Kamala Prasad Chakraborty (now deceased) Son of Late Provash Chandra Chakraborty.

AND WHEREAS thus by virtue of aforesaid Deed of Gift the said Sri Kamala Prasad Chakraborty (now deceased) become the absolute owner of the said land measuring about 1(One) Cottah 12(twelve) Chittaks and 08 (Eight) Sq.ft more or less and thereafter duly mutated his name in the record of the Kamarhati Municipality by paying taxes and rents to the concerned authority and constructed a structure upon the said land for residential purpose and was enjoying the same without any disturbances from any corner whatsoever.

AND WHEREAS the said Kamala Prasad Chakraborty died intestate on 29/05/2005 leaving behind his wife namely Smt Smritikana

Chakraborty, one Son namely Tanmoy Chakraborty and one daughter namely Tapati Chanda to hold and inherit the property of the said Kamala Prasad Chakraborty.

AND WHEREAS said Tanmoy Chakraborty also died intestate on 24/03/2019 leaving behind his wife namely Anima Chakraborty, one son namely Shamik Chakraborty and one daughter namely Tanwi Mukherjee, to hold and inherit the share of late Tanmoy Chakraborty in the joint property.

AND WHEREAS the said Shamik Chakraborty and Tanwi Mukherjee out of love and affection gift their share in the undivided property to their mother namely ANIMA CHAKRABORTY which is registered on 04th Day Of August 2023 in the office of A.D.S.R Belghoria vide Deed No 3625 for the year 2023.

AND WHEREAS by way of the registered Gift Deed the Anima Chakraborty become the sole joint owner to hold and inherit the share of Tanmoy Chakraborty in the property.

ANDWHEREAS the said Smritikana Chakraborty, Anima Chakraborty and the said Tapati Chanda above named, with a view to enjoy the property without any interferences from other co share decided to partition the said property by mets and bounds and executed a registered Deed of Partition in the office of A.D.S.R Belghoria on 04/08/2023being Deed No 3628 for the year 2023.

AND WHEREAS the said Smritikana Chakraborty after getting her property by way of registered partition Deed out of love and affection gifted the said property to her Daughter in law i.e., the present land owner way of registered Deed of Gift executed before the office of A.D.S.R Belghoria wide Deed No 3639 for the year 2023.

AND WHEREAS by way of law of inheritance and three different Deeds the present land owner become the absolute owner of plot of land measuring about 1 Chottah 02 chittaks and 36 Sq.ft bastu land lying and situated at Mouza: Basudebpur, J. L. No.02, C.S & R.S Dag No. 141(Part), E.P No 559, S.P No 694, ward No 25, Holding No 35, Premises No 63, Adarsha Pally, P.O & P.S Belghoria, Kolkata 700056 more fully describe as LOT A under the jurisdiction of Kamarhati Municipality District North 24 parganas.

AND WHEREAS the land owner is desirous of developing and promote the said premises by constructing Multi storied building. But due to paucity of fund and lack of experience, she approached one Developer namely **MAA JAGADHATRI CONSTRUCTION** a Partnership Firm, being represented by its partners **1) SRI AMIT KUMAR SAHA**, and **2) SMT SUSMITA SAHA** for developing the said property according to the building plan to be approved and sanctioned by the Kamarhati Municipality.

AND WHEREAS upon the aforesaid representation of the owner and subject to verification of title of the owner concerning the said premises, the promoter/ Developer agreed to develop the said premises by constructing a multistoried building consisting of several flats/space over the said property in accordance with the sanction building plan on the following terms and conditions mentioned herein below:

NOW THIS AGREEMENT WITNESSETH as follows:-

ARTICLE -2: DEFINITIONS

2.1 OWNERS:

Shall mean **SMT ANIMA CHAKRABORTY** wife of Late Tanmoy Chakraborty, by faith Hindu, by nationality Indian, by occupation Housewife, residing at 63, Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District North 24 Parganas and include his respective heirs, executors, administrators, legal representatives and assigns.

2.2 DEVELOPER/PROMOTER:

Shall mean **MAA JAGADHATRI CONSTRUCTION**, a partnership firm, having its registered office at- Holding premises No 765, 118, Sree Pally, D.P Nagar, P.O & PS Belgharia, Kolkata 700056, Dist 24 Pgs(N) represented by its partners **1) SRI AMIT KUMAR SAHA (PAN**

APMPS3745M), son of Arun Kumar Saha, residing at 52, Sree Pally, Deshapriya Nagar, P.O & P.S Belgharia, Kolkata 700056, Dist 24 pgs(N) and **2) SUSMITA SAHA (PAN DLVPS6343K)**, W/o Amit Kumar Saha, residing at 52 Sree Pally, Deshapriya Nagar, P.O & P.S Belgharia, Kolkata 700056, both by nationality Indian, by faith Hindu, by occupation Business, and include their respective heirs, executors, administrators, legal representatives, assigns.

2.3 PROPERTY:

Shall mean ALL THAT piece and parcel of land measuring about 1 (One) Cottah, 2(Two) Chittaks and 36(Thirty Six) Sq.ft more or less together with 250 Sq.ft R.T Shed standing thereon, which is lying and situated at Mouza Basudebpur, J.L No 02, C.S & R.S Dag No 141 (Part) and E.P No 559, S.P No 694, under Ward No 25, Holding No 35 of Kamarhati Municipality, Premises No 63 Adarsha Pally, D.P Nagar, P.O & P.S Belghoria, Kolkata 700056, District 24 Parganas North, morefully described in **SCHEDULE "A"** hereunder written.

2.4 BUILDING :

shall mean proposed **MULTISTORIED BUILDING** consisting of several Flats, shops and/or parking spaces to be constructed by the developer over the land as per the sanctioned plan issued / approved by the competent authority on the plot of land morefully described in the **Schedule "A"** hereunder written.

2.5 THE ARCHITECT:

shall mean any qualified person/persons or firm/firms appointed or nominated by the developer as architect for designing and planning of the proposed multi storied building over the said land at the said property.

2.6 BUILDING PLAN:

shall mean such plan prepared by the Architect for construction of the building or modified plan and sanctioned by the Kamarhati Municipality and/or any other such competent authority as the case may be and amended thereof.

2.7 FLAT:

Shall mean a separate unit to be constructed as per the sanctioned building plan capable of being exclusively occupied and completed with all fixtures and fittings.

2.8 COMMON AREAS AND FACILITIES:

Shall mean and include all common area, main entrance, roof, passage, boundary walls, staircases, landing, lobbies, corridors, underground water reservoir, overhead water tank, electric meter room, water pump and motor and other facilities which may be used, enjoy, maintain and manage in common by all flat owners/ occupier of the said proposed multi storied building.

2.9 COMMON EXPENSES:

Shall mean all expenses to be incurred by the proposed respective flat /unit owner for maintenance and management of the said multi storied building.

2.10 SALEABLE SPACE:

shall mean the constructed space in the building available for independent use and occupation after making due provision for common areas, facilities and space required thereof, after deducting the **Owner's allocation**.

2.11 BUILT-UP AREA:

Shall mean the plinth area of that flat including the common area, area of bathrooms, balconies, and terraces, lift, stair in any apartment thereto and also the thickness of the walls (external or internal), the columns and pillars therein.

2.12 FORCE MAJEURE:

Shall include pandemic like natural calamities, Act of God, Flood, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, lockout, transport strike and /or any circumstances beyond or reasonable estimation of the **Developer**.

2.13 OWNER'S ALLOCATION:

shall mean share of the land owner in sanctioned area i.e. ALL THAT land owner will get One self-contain residential flat on First Floor measuring about 950 sq.ft built up area on North West side.

2.14 DEVELOPER/PROMOTER'S ALLOCATION:

shall mean remaining area of the proposed Mutli Storied Building excluding **Owner's allocation**, including the proportionate share of common facilities, common parts and common amenities of the building.

2.15 APPLICABLE LAW:

shall mean all applicable laws, by laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Government authority or person acting under the authority of any Governmental authority and/or of any statutory authority in India, whether in effect on the date of this agreement or thereafter and shall include change in laws.

ARTICLE- 3: TITLE AND INDEMNITIES:

3.1 The **Owner** is now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and had a marketable title in respect of the said premises.

3.2 There is no existing agreement regarding the development or sale of the said premises and that all other agreement if any made prior to this agreement, be treated as cancelled and the **Owner** agrees to indemnify and keep indemnified the **Developer** against any or all claims made by any third party in respect of the said premises and the **Developer** has no liability in this respect.

3.3 The **Owner** hereby unequivocally and unambiguously declares that the said plot of land is free from all encumbrances, charges, liens, lispendens, attachments, trust, acquiescence, requisitions whatsoever and howsoever.

3.4 The **Owner** hereby also declares that there is no excess vacant land in the said property within the meaning of **Urban Land (ceiling and Regulation) Act 1976**.

3.5 That the **Owner** undertakes to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the **Developer** without any interruption/ interference. That the **Owner** undertakes to make good

all losses suffered by the **Developer** as a result to any breach of this undertaking.

3.6 That the **Developer/promoter** shall at his own cost construct and complete the new multi storied building at the said premises in accordance with the sanctioned plan of the competent authority and as may be recommended by the Architect of the **Developer/promoter**.

3.7 The **Developer** shall act as an independent contractor in constructing the said building and undertakes to keep the **Owner** indemnified from and against all third party claims or compensation and actions arising out of any act or omission of the **Developer** or any accident in relation to the construction of the said building.

4. THE OWNER DOTH HEREBY COVENANT WITH THE DEVELOPER/PROMOTER AS FOLLOWS:

i) The **Developer** shall constructed, erect and complete the proposed multi storied building over the said land in accordance with the sanctioned building plan approved by the competent authority at his own cost and type of construction, specification of materials to be used and the detailed design of the proposed building to be as per the choice of the **Developer**.

ii) The **Owner** hereby grants exclusive right to the **Developer/promoter** to arrange for preparation of building plan and to have

sanctioned or re-sanctioned of the same at their own cost and to undertake to make construction in accordance with the plan to be sanctioned by the Kamarhati Municipality.

iii) That the **Developer/Promoter** shall install in the said building at his own cost for common purposes i.e., standard motor and pump set, underground water reservoir, overhead water tank, electric meter room, electric wiring, and installation and other facilities as are required to be provided in the new multi storied building.

iv) That the **Owner** shall grant to the **Developer/Promoter** a Development Power of Attorney as may be required for the purpose of obtaining the sanctioned /re-sanctioned plan and all necessary permission and obtain completion certificate and sanction from different authorities in connection with the construction of the building and also for pursuing and following of the matters with the Kamarhati Municipality and other competent authorities.

v) That the **Developer/Promoter** shall at his own cost construct and complete the new Multi Storied building at the said premises in accordance with the sanctioned plan and as may be recommended by the Architect of the **Developer/Promoter**. The **Owner** shall not be responsible or liable for any deviation from sanctioned plan in the construction of new building by the **Developer/promoter**.

vi) That the **Developer/Promoter** shall exclusively entitled to the entire building to be constructed with right to transfer or otherwise deal with or dispose of the same without any right or claim of others or interest therein whatsoever of the other and the **Owner** shall not in any way interfere with or disturb the quiet and peaceful possession of the **Developer/promoter's** allocation.

vii) The **Owner** shall be entitled to transfer or dispose of the **Owner's allocation** in the said building without in any way disturbing the **Developer** with the exclusive right to enter into any agreement for sale and transfer the same without any right, claim, demand whatsoever or howsoever of the **Developer** or any person /persons lawfully claiming through him.

viii) The **Developer/Promoter** shall be authorized to negotiate with the intending purchaser or purchasers for sale of the **Developer/Promoter's Allocation** and to enter into any agreement/s with the intending purchaser/s and to receive earnest money against valid receipts put the same shall not create any financial liability upon the **Owner** in any manner whatsoever.

ix) The **Developer/Promoter** herein shall be entitled to transfer or allot or otherwise dispose of the **Developer's allocation** the flats/spaces/units of the building in favour of the intending purchaser/s except the **Owner's allocation**. The constituted Attorney of the **Owner** shall execute and register deed of conveyance

or conveyances in favour of the intending purchaser/s otherwise those execution /transfer will be illegal and liable to be cancelled.

x) The **Developer /promoter** shall exclusively be entitled to receive, realize and appropriate the proceeds for the construction costs with regards to the **Developer's allocation** from intending purchaser/s.

xi) The top roof of the said building shall be divided and allocated between the **Owner** and the **Developer/intending purchaser** in proportionate to their respective share.

xii) That as from the date of sanction of the construction plan by the Kamarhati Municipality the Municipal rates and taxes as also other outstanding and outgoing in respect of the said premises shall be payable by the **Developer/Promoter**.

xiii) That all application, plans, completion certificate other papers and documents as may be prepared by the **Developer/promoter** for the purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the **Developer/Promoter's** own cost and expenses and the Owners shall sign all the necessary papers for the same at the request of the **Developer/Promoter** as and when required.

xiv) That as from the date of sanction of the construction plan by the Kamarhati Municipality the municipal rates and taxes as also other

outstanding and outgoings in respect of the said premises shall be payable by the **Developer/Promoter**.

xv) That as soon as the building is completed and after getting completion certificate from the competent authority, the **Developer** shall give written notice to the **Owner** to take possession of the **Owner's allocation** in the said building and from the date of service of such notice and thereafter, the **Owner** shall be exclusively responsible for payment of all municipal rates and taxes in respect of the **owner's allocation** and similarly on and from the said date the **Developer** or his nominee will be exclusively responsible for payment of all rates and taxes in respect of **Developer's Allocation**.

xvi) That from the date of service of the notice of delivery of possession, the **Owner** will be responsible to pay and bear and will forthwith pay the proportionate share in respect of the service charge for the common facilities in the said building for their respective allocation i.e., sanitation, repair, maintenance charges and other electrical and mechanical installation.

xvii) That the **Developer/Promoter** shall at his own cost and expenses construct and complete the said multi storied building in accordance with the sanctioned plan and any amendment thereto or modification thereof made or cause to be made by the **Developer/Promoter**. The **Developer/Promoter** is entitled to

obtain loan from any financial institution or Bank by creating mortgage the same.

xviii) That with the execution of this agreement, the **Owner** shall deliver to the **Developer** all original documents regarding the proof of title with all reasonable requisition relating to the premises.

xix) That after execution of this agreement, the **Owner** shall put the **Developer** in possession of the said property and the **Developer** shall thereafter be entitled to deal with the said property on the terms and conditions contained herein.

xx) The **Owner** shall not cause any interference or hindrance in the construction of the said building at the said premises by the **Developer /Promoter**.

xxi) The **Owner** shall not do any act, deed or thing what by the **Developer/Promoter** may be prevented from selling, assigning or disposing of any of the **Developer/Promoter's** allocated portion in the building at the said premises.

xxii) The **Owner** shall not let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the **Developer/promoter** during the period of the said construction.

xxiii) The **Owner** shall remain bound to execute all agreement for sale or transfer concerning the **Developer/Promoter's** allocation and shall remain bound to execute and register a General Power of Attorney empowering the **Developer/Promoter** to execute all such agreement or agreements for sale or transfer and to execute and register all such deed or deeds for sale or transfer for and on behalf of the **owner's** concerning the **Developer/Promoter's** allocation of the building of the said premises on receipt of the consideration money and/or earnest money and to grant valid receipt by the **Developer/promoter** and /or cancel or repudiate the same by the **Developer/promoter**. In that event, the **Owner** will have no liabilities for such performance of the **Developer/Promoter** herein.

xxiv) In case the project is delayed or otherwise fails due to breach of this agreement on the part of the **Owner**, then the **Developer/promoter** shall be entitled to get compensation for all expenses incurred or losses suffered by them.

5. THE DEVELOPER/PROMOTER DOTH HEREBY COVENANT WITH THE OWNER AS FOLLOWS:

- a)** Not to violate or contravene any of the provision or rules applicable to the construction of the said building.
- b)** To complete the multi storied building within a period of **3(three) years** from the date of obtaining sanctioned building plan

issued by the local Municipality. If the completion is delayed on account of Act of God or natural calamities or Government notification or irresistible circumstances beyond the control of the Developer, in that event the developer shall be allowed extension for a period of **6(Six) Months** depending upon the progress of the work.

c) That the Developer/Promoter shall at his own cost construct and complete the new multi storied building at the said premises in accordance with the sanctioned plan of the competent authority and no way shall demand or charge any expenses and expenditure from the owner.

d) Not to do any act, deed or thing to encumber the property whereby the owner is prevented from enjoying, selling, assigning and/or disposing of any portion in the building at the said premises.

e) To keep the owner indemnified against all third party claims and actions arising out any sort of the act of commission of the Developer/Promoter in relation to the construction of the said building.

f) To keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer/Promoter's action with regard to the Development of the

said premises and in the matter of construction of the said building and/or for any defects therein.

g) The Developer shall invite offer making publicity by way of advertisement for selling of flats /space in respect of his allocation to the intending purchaser/s.

h) The Developer herein shall enter into agreement for sale with any intending purchaser/s in respect of his allocation of the said building and shall receive and retain money as consideration therefrom. The constituted Attorney of the owner shall execute and register deed of conveyance or conveyances in favour of the intending purchaser/s.

i) In case the project is delayed or otherwise fails due to breach of this agreement on the part of the Developer, then the owner shall be entitled to get compensation for all expenses incurred or losses suffered by her.

6. THE OWNER AND THE DEVELOPER/PROMOTER ALSO DOTH HEREBY COVENANT AS FOLLOWS:

a) That the owner and the Developer/promoter hereby declare that they have entered into this agreement purely as a contract and nothing content herein shall be deemed to constitute as partnership between them or as a joint venture in any manner nor shall the parties hereto constitute as association of persons.

- b) The owner shall do or execute or caused to be done or executed all such further deeds, matters and things not herein specified as may be required to be done by the Developer/promoter and for which the developer/promoter meet the authority of the owner including any such additional power of Attorney and/or authorization as may be required for the purpose provided that all such acts, deeds matters and thing shall not in any way infringe on the rights of the owner and/or go against the spirit of these presence.
- c) The owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer /promoter's allocation which shall be liability of the Developer /promoter who shall keep the owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- d) That the Developer/promoter shall frame scheme under the law of West Bengal Apartment Ownership Act 1974 for management and administration of the newly constructed multi storied building and/or common part thereof and agrees to abide by all the rules and regulations to be framed by any society or association who will be in charge of such nominee or nominees of the affairs of the building or common part thereof. Be it mentioned here that Rs 1/- per sq.ft will be charged for the maintenance of common area of the building and the maintenance will be done by the Developer/promoter.

e) Nothing in these present shall be construed as a demised or assignment or conveyance in law of the said premises or any part thereof to the Developer/promoter by the owner or as creating any right, title or interest in respect thereof in favour of the Developer/promoter other than an exclusive license in favour of the Developer /promoter to do the acts and things expressly provided herein as also in the power of Attorney to be given for the purpose of construction of the building.

f) As and from the date of completion of the building the Developer /promoter and/or its transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces.

g) The owner shall deliver or cause to be delivered to the Developer/promoter all the original title deeds and other papers relating to the said premises simultaneously with the execution of these presents.

h) The owner or the Developer or any of their transferees shall not use or permit use of their respective allocations in the said building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activities nor use or allow the use thereof for any purpose which may create a nuisance or hazard for other occupier of the said building.

i) The owner or the Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural interaction therein without the previous consent of the Developer/flat owner's association.

j) That if any excess area or shortage of area in between the owner or the Developer's allocation, then such excess or shortfall of area shall be adjusted in terms of money payable at the rate of **Rs.3000/- per Sq.ft** on covered area.

k) That after completion of the said building the Developer shall take the completion certificate of the said building from the competent authority and shall deliver a copy of the same to the owner.

l) The Developer shall be liable to construct the proposed building in accordance with the sanctioned building plan by using good quality of building materials.

m) That the owner herein shall have common right on the roof of the multi storied building of the schedule premises with the other occupier including the owners of developer's allocation portion of the said building.

n) That since getting vacant possession of the schedule premises, the developer herein shall be liable to arrange alternative accommodation for the owner in any separate premises in the

locality and the developer also shall be liable to bear the shifting charges without any default. If the developer fails to pay the said charges, then the owners shall have full liberty to terminate this agreement and the developer shall be liable for all costs and consequences.

o) That the Developer /promoter shall have right to amalgamate the property with the adjacent plot/ premises and same shall be done in accordance with law.

p) Notwithstanding the foregoing provision, the rights to sue for specific performance of this contract by one part against the other as per the terms of this agreement shall remain unaffected and in force.

q) Save and except what are hereinbefore provided rights and liabilities of the parties shall be governed by the law in force.

7. FORCE MAJURE

The owner and the Developer as the case may be shall not be considered to be in breach of any obligation herein to the extent that the performance of the relative obligation is prevented by the existence of the force majeure shall be suspended for the duration of the force majeure.

8: JURISDICTION

The court in the Dist North 24 Pgs and the Hon'ble Barasat Judges' court at Barasat shall have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE "A" PLOT ABOVE REFERRED:

ALL THAT piece and parcel of land measuring about 1 (One) Cottah, 2(Two) Chittaks and 36(Thirty Six) Sq.ft more or less together with 250 Sq.ft R.T Shed, which is lying and situated at Mouza Basudebpur, J.L No 02, C.S & R.S Dag No 141 (Part) and E.P No 558A, S.P No 693/1 under Ward No 25, Holding No 25 of Kamarhati Municipality, Premises No 63 Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District 24 Parganas North

ON THE NORTH : 25 ft wide Municipal Road

ON THE SOUTH: H/o Amit Kumar Saha

ON THE EAST : H/o Amit Kumar Saha

ON THE WEST: 4 No Bani Mandir

THE SCHEDULE "B" REFERRED TO:

(owner Allocation)

land owners in sanctioned area i.e. ALL THAT land owner will get jointly get one self-contain residential flat on First Floor measuring about 970 sq.ft built up area on North West side.

THE SCHEDULE "C" ABOVE REFERRED TO:

(Developer's allocation)

ALL THAT piece and parcel of entire constructed area of the multi storied building to be constructed on the land mentioned in Schedule A herein above except the owner's allocation and all rights of common area, facilities and amenities together with undivided impartible proportionate share of land.

THE SCHEDULE "D" ABOVE REFERRED TO

(Specification of construction work)

1. **STRUCTURE** : Building designs with R.C.C framed structure.
2. **STAIRCASE & LIFT** staircase and lift to be provided
3. **BRICK WORKS**: All brick works shall be as 8 inch or 5 inch thick wherever necessary.
4. **FLOORING**: All floor shall have tiles.

5. KITCHEN:

Marble/Tiles flooring cooking platform with a black stone sink basin and glazed tiles upto 2'-0" above cooking platform Taps etc, complete with exhaust fan hole.

6. TOILET:

Marble/Tiles shall be used in flooring, 6 feet height tiles will be provided at the toilet, Two western type commode, Two tap, Two shower, one Geezer and standard fitting to be provided. 3 BHK include Two Bath & Privy.

7. DOORS:

All doors frames made of wood with commercial flush door.

8. WINDOW:

All window are Aluminium grill with glass fittings

9. ELECTRICAL:

Wiring will be concealed with good quality with adequate points.

10. WATER SUPPLY:

Water source supply with ground water reservoir good quality PVC pipe line top water reservoir with pump and motor

11 WALL PAINTING :

inside and outside sand cement mortar and internal wall will be finished with putti and outside wall be finished with snow cement.

12. EXTRA WORK:

any extra work other than the above specification shall be charge extra as decided by the Developer authorized engineer and such amount shall have to be deposited

before the executing of such work. All requisites for additions alteration work have to be given in writing before the starting of brick work.

IN WITNESSES WHEREOF both the parties have put their respective signatures over this deed on the date, month and year first above written.

WITNESSES

1. Krishnach Dutt
At
Bikan Court

Anima Choudhary
SIGNATURE OF LAND
OWNERS/VENDORS

2. P. S. Bandyopadhyay
P.O. P.S. Bandyopadhyay

MAA JAGADHARTI CONSTRUCTION
Smit Kumar Saha
Partner
SIGNATURE OF THE DEVELOPER

DRAFTED AND PREPARED BY ME

Krishnendu Dutta

**KRISHNENDU DUTTA
ADVOCATE BARRACKPORE COURT
F 1158/2007**

**KRISHNENDU DUTTA
Advocate
Barrackpore Court**

**OFFICE OF THE A.D.S.R.O. (B.K.P) / BELGHARIA / D.S.R. BARASAT /
COSSIPORE, DUMDUM/ARA - III, KOLKATA / NA (HATI/SODEPUR)**

NAME.....

	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND					



SIGNATURE *Anirudh Chatterjee*

NAME *AMIT KUMAR SAHA*

	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND					



SIGNATURE *Amit Kumar Saha*

NAME.....

	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND					

Space for photo

SIGNATURE

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



030820232015557115

GRIPS Payment Detail

GRIPS Payment ID:	030820232015557115	Payment Init. Date:	03/08/2023 21:19:28
Total Amount:	41	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7850617166323	BRN Date:	03/08/2023 21:19:52
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name:	Mr AMIT KUMAR SAHA
Mobile:	9836879120

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240155571168	Directorate of Registration & Stamp Revenue	41
Total			41

IN WORDS: FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



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



192023240155571168

GRN Details

GRN:	192023240155571168	Payment Mode:	SBI Epay
GRN Date:	03/08/2023 21:19:28	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	7850617166323	BRN Date:	03/08/2023 21:19:52
Gateway Ref ID:	CHN3153586	Method:	State Bank of India NB
GRIPS Payment ID:	030820232015557115	Payment Init. Date:	03/08/2023 21:19:28
Payment Status:	Successful	Payment Ref. No:	2001986807/1/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr AMIT KUMAR SAHA
Address:	52 SREEPALLY D P NAGAR BELGHARIA KOLKATA 700056
Mobile:	9836879120
Period From (dd/mm/yyyy):	03/08/2023
Period To (dd/mm/yyyy):	03/08/2023
Payment Ref ID:	2001986807/1/2023
Dept Ref ID/DRN:	2001986807/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001986807/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2001986807/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				41

IN WORDS: FORTY ONE ONLY.

Query No / Year	1526-2001986807/2023	Date of Registration	04/08/2023
Query Date	03/08/2023 2:17:37 PM	Office where deed is registered	A.D.S.R. Belghoria, District: North 24-Parganas
Applicant Name, Address & Other Details	Krishnendu Dutta Barrackpore Court, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9883383583, 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		
Rs. 5,50,000/-	Rs. 9,98,099/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Belgharia, Municipality: ARIADHA KAMARHATI, Road: Adarsa Pally (Belghoria),
 Mouza: Basudebpur, JI No: 2, Pin Code : 700056

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-141	RS-694	Bastu	Bastu	1 Katha 2 Chatak 36 Sq Ft	5,00,000/-	9,30,599/-	Width of Approach Road: 25 Ft.,
Grand Total :					1.9388Dec	5,00,000 /-	9,30,599 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	250 Sq Ft.	50,000/-	67,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		250 sq ft	50,000 /-	67,500 /-	

Name, Address, Photo, Finger print and Signature

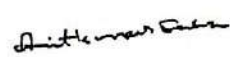
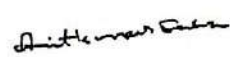
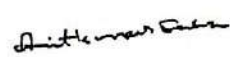
Name	Photo	Finger Print	Signature
Mrs Anima Chakraborty Wife of Late Tanmoy Chakraborty Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office			
04/08/2023	LTI 04/08/2023	04/08/2023	

63 Adarsha Pally, City:- Not Specified, P.O:- Belghoria, P.S:-Belghoria, District:-North 24-Parganas West Bengal, India, PIN:- 700056 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: Aqxxxxxx4p, Aadhaar No: 23xxxxxxxx0830, Status :Individual, Executed by: Self, Date of Execution: 04/08/2023
 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Maa Jagadhatri Construction 118 Sree Pally, City:- Not Specified, P.O:- Belghoria, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700056 , PAN No.:: Abxxxxxx9g, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Amit Kumar Saha (Presentant) Son of Late Amit Kumar Saha Date of Execution - 04/08/2023 , , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Aug 4 2023 2:50PM</td> <td>LTI 04/08/2023</td> <td>04/08/2023</td> <td></td> </tr> </tbody> </table> 52 Sree Pally, City:- Not Specified, P.O:- Belghoria, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700056, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India , PAN No.:: Apxxxxxx5m, Aadhaar No: 50xxxxxxxx2722 Status : Representative, Representative of : Maa Jagadhatri Construction (as Partner)	Name	Photo	Finger Print	Signature	Mr Amit Kumar Saha (Presentant) Son of Late Amit Kumar Saha Date of Execution - 04/08/2023 , , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office				Aug 4 2023 2:50PM	LTI 04/08/2023	04/08/2023	
Name	Photo	Finger Print	Signature										
Mr Amit Kumar Saha (Presentant) Son of Late Amit Kumar Saha Date of Execution - 04/08/2023 , , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office													
Aug 4 2023 2:50PM	LTI 04/08/2023	04/08/2023											

Details :

Shnendu Dutta
 Late K N Dutta
 Barrackpore Court, City:- Not Specified,
 Barrackpore, P.S:-Barrackpore,
 District:-North 24-Parganas, West Bengal,
 India, PIN:- 700120

Photo	Finger Print	Signature
		
04/08/2023	04/08/2023	04/08/2023

Identifier Of Mr Amit Kumar Saha, Mrs Anima Chakraborty

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Anima Chakraborty	Maa Jagadhatri Construction-1.93875 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Anima Chakraborty	Maa Jagadhatri Construction-250.00000000 Sq Ft

08-2023
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
(9) of Indian Stamp Act 1899.
Presentation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)
Presented for registration at 14:00 hrs on 04-08-2023, at the Office of the A.D.S.R. Belghoria by Mr Amit Kumar Saha

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 9,98,099/-

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

Execution is admitted on 04/08/2023 by Mrs Anima Chakraborty, Wife of Late Tanmoy Chakraborty, 63 Adarsha Pally, P.O: Belghoria, Thana: Belghoria, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession House wife

Indetified by Mr Krishnendu Dutta, , , Son of Late K N Dutta, Barrackpore Court, P.O: Barrackpore, Thana: Barrackpore, , North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

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

Execution is admitted on 04-08-2023 by Mr Amit Kumar Saha, Partner, Maa Jagadhatri Construction (Partnership Firm), 118 Sree Pally, City:- Not Specified, P.O:- Belghoria, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700056

Indetified by Mr Krishnendu Dutta, , , Son of Late K N Dutta, Barrackpore Court, P.O: Barrackpore, Thana: Barrackpore, , North 24-Parganas, WEST BENGAL, India, PIN - 700120, 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 03/08/2023 9:19PM with Govt. Ref. No: 192023240155571168 on 03-08-2023, Amount Rs: 21/-, Bank: SBI
EPay (SBIPay), Ref. No. 7850617166323 on 03-08-2023, 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: Court Fees, Amount: Rs.10.00/-
2. Stamp: Type: Impressed, Serial no 194, Amount: Rs.5,000.00/-, Date of Purchase: 01/08/2023, Vendor name: S Bhowmik

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 03/08/2023 9:19PM with Govt. Ref. No: 192023240155571168 on 03-08-2023, Amount Rs: 20/-, Bank: SBI
EPay (SBIPay), Ref. No. 7850617166323 on 03-08-2023, Head of Account 0030-02-103-003-02

[Signature]

Sougata Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1526-2023, Page from 99600 to 99637
being No 152603641 for the year 2023.



Digitally signed by SOUGATA DAS
Date: 2023.08.07 15:31:40 +05:30
Reason: Digital Signing of Deed.

(Sougata Das) 2023/08/07 03:31:40 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
West Bengal.

(This document is digitally signed.)