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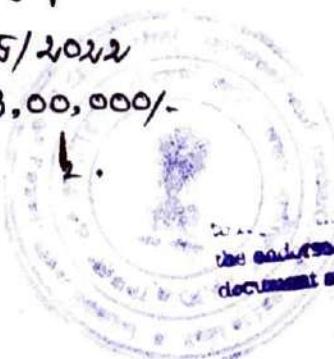
পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 504193

12/08/2022 / 12.15 P.m.

2/2371865/2022

Receipt - 3,00,000/-



The signature sheets and  
the endorsement sheets attached with this  
document are the part of this document!

Chattopadhyay

Addl District Sub - Registrar Garia  
South 24-Pgs.

12 AUG 2022

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this

12<sup>th</sup> Day of August, Two Thousand Twenty Two, (2022)

### BETWEEN

Chattopadhyay  
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No. .... Date 10/9/22

Name Tafas Ic. D as

Address

Vill

Vendor

SAHABUDDIN GAZI  
Baruipur Civil & Criminal Court

Wu-153



Identified by me

Suman Dey

Chowdary Dey

Harishpur Hospitalpara

P.O- Mallickpur, P.S- Baruipur,  
Kol-145

Addl District Sub-Registrar Gada  
South 24-Pgs.

2 AUG 2022

**SRI CHANDAN ROY** (Pan No - CWOPR2918C), Aadhar No -885618658153), Mob. No. 9051081033, S/O- Late Usharanjan Roy, by faith Hindu, by occupation- Service, residing at Sonarpur (M), P.O.- Laskarpur, P.S.- Sonarpur now Narendrapur, South 24 Parganas, Kolkata-700153, hereinafter called & referred to as the **OWNER/FIRST PARTY** (which expression shall unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, successors, legal representatives, administrators and assigns) of the **ONE PART**.

AND

**SRI TAPAS KUMAR DAS** (PAN AESPD5910J), Aadhaar No. 3346 9689 6815), Mob. No. 9332047853, Son of Late Kshirod Chandra Das, by faith- Hindu, by occupation- Business, Nationality- Indian, residing at 520, Peyara Bagan, P.O. Laskarpur, P.S.- Narendrapur, Kolkata-700153, District South 24 Parganas, hereinafter referred to as the **DEVELOPER** (which expression shall unless otherwise repugnant to the context be deemed to mean & include the said firm, its proprietor, his heirs, executors, successors, legal representatives, administrators and assigns) of the **OTHER PART**.

**WHEREAS** after partition of India a large number of residents of former East Pakistan, now known as Bangladesh, 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.

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Adil District Sub-Registrar Gazar  
South 24 Parg.

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

**AND WHEREAS** a considerable number of such people were compelled to cross over the Border and came to the territory of India and use vacant land in the urban areas for homestead purposes.

**AND WHEREAS** Chandan Roy, is son of Late Usharanjan Roy, the owner/first party herein as refugee displaced from East Pakistan, now Bangladesh, had come to use and occupy a piece of land measuring 4 Cottahs be the same a little more or less in LOP No.2732 & in C.S Plot No. 1310(P) present L.R. Dag No-1995 of Mouza Laskarpur, J.L. No.57, under Police Station Sonarpur now Narendrapur, within the present limit of Rajpur Sonarpur Municipality, Ward No. 31, District South 24 Parganas for his rehabilitation.

**AND WHEREAS** the Government of West Bengal with intent to rehabilitate the refugees from the then East Pakistan, now Bangladesh, acquired land in LOP No.2732 in C.S. Plot No.1310 (P) present L.R. Dag No-1995 of Mouza- Laskarpur, J.L. No.57, under Police Station Sonarpur now Narendrapur, within the present limits of Rajpur Sonarpur Municipality, Ward No.31, District South 24- Parganas, Road Name- Laskarpa Road in Urban Area under the Provision of L.D.P. Act, 1948/L.A. Act-I of 1894 including the plot occupied by the said refugees.

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**AND WHEREAS** the government transferred by virtue of an Indenture of Gift dated 13<sup>th</sup> April, 1993 the said land measuring about 4 Cottahs be the same a little more or less in LOP No.2732, in C.S. Plot No. 1310(P) present L.R. Dag No-1995 of Mouza Laskarpur, J.L. No.57, under Police Station Sonarpur now Narendrapur, within the present limits of Rajpur Sonarpur Municipality, Ward No.31, District South 24-Parganas, in favour of the owner first party herein and said Gift Deed is Registered in the office of the Additional District Registrar at Alipore which is recorded in Book No.1, Volume No 9, Pages 69 to 72, Being No. 618, for the year1993.

**AND WHEREAS** since getting aforesaid gift, the owner/first party herein has become the sole and absolute owner and occupier in respect of the said demarcated plot of Bastu land measuring about 4 Cottahs be the same a little more or less along with easement rights of common passage attached thereto for free ingress and agress comprised in LOP No.2732, in C. S. Plot No.1310(P) present L.R. Dag No-1995 of Mouza Laskarpur, J.L. No. 57, under Police Station Sonarpur now Narendrapur, within the present limits of Rajpur Sonarpur Municipality, Ward No, 31, District South 24-Parganas, wherein the said property is recorded as Holding No.42 Dakshin Laskarpur, Kolkata-700148 & the said entire property is particularly mentioned in the schedule hereunder written and has been enjoying and possessing the said property peacefully without any obstruction and disturbances from any corner and also paying relevant rates and taxes to the concerned authority and the said property is now

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free from all encumbrances, charges, liens, lispendences, demands, lease, mortgage, having a good clear & free marketable little thereof and the owner herein is entitled to convey, transfer, gift and dispose of their right, title & interest of their said property.

**AND WHEREAS** all of the legal heirs of the said property after the deceased of their father and mother, had decided together to develop the schedule property. Whereas after death of Usha Ranjan Roy and his wife, their elder daughter Miss Chitra Roy residing at South Laskarpara Rajpur Sonarpur (M), P.O.- Laskarpara, P.S.-Sonarpur now Narendrapur, South 24 Pgs, Kolkata-700153 (Donor therein) out of her love and affection have decided to make a gift of her land measuring 1 Cottah 5 Chittaks 15 Sq. Ft. being lying situated at mouza Laskarpur in Lop No 2732, in CS plot no 1310 (p) present LR dag no 1995 , JL no 57 under police station Sonarpur now Narendrapur within the present limits Rajpur Sonarpur Municipality, ward no 31 district South 24pgs fully described in the schedule hereunder written to the younger brother Mr. Chandan Roy by a registered Deed of gift which is registered in the office of the A.D.S.R. Garia is recorded in being Book No.- I, Deed no. 162904774, dated 05/08/2022.

**AND WHEREAS** the Smt. Dulu Manna, 2nd daughter of Usha Ranjan Roy and elder sister of Chandan Roy residing at 122/140 Chander Village Road, Haridavpur, South 24 Pgs Kolkata- 700032 ( Donor therein) out of her love and affection have decided to make a gift of her land measuring

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1cottage 05 chittaks 15 sq fit being lying situate at Mouza Laskarpur in Lop No 2732, in CS plot no 1310 (p) present LR dag no 1995 , JL no 57 under police station Sonarpur now Narendrapur within the present limits Rajpur Sonarpur Municipality, ward no 31 district South 24pgs fully described in the schedule hereunder written to the younger brother Mr. Chandan Roy by a registered Deed of gift which is registered in the office of the A.D.S.R. Garia is recorded in Book No.- I, being Deed no. 162904769 dated 05/08/2022.

**AND WHEREAS** the developer herein approached the owner herein to enter into a development agreement for the construction of a multistoried building in respect of his aforesaid property more fully described in the schedule 'A' below and the owner herein also agreed thereto. Considering all these facts the owner herein and the developer herein are entering into the instant development agreement on the terms and conditions as set out herein below: -

NOW THIS INDENTURE WITNESSETH as follows, and the following terms and conditions have been agreed by and between the parties hereto :-

**ARTICLE - I COMMENCEMENT :**

- 1.1. This agreement shall have effect from the date, month and year written at the outset and shall remain in force until such time all the terms and conditions set herein are complete and full field by both the parties.

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## ARTICLE - II DEFINITIONS:

- 2.1 **Owner** shall mean and include the party of the first part of this development agreement.
- 2.2 **THE DEVELOPER** shall mean and include the-party of the second- part of this development agreement.
- 2.3 **THE SAID PROPERTY / PREMISES** shall mean the property more particularly described in the Schedule - A below.
- 2.4 **THE NEW BUILDING** shall mean the MULTISTORIED building to be instructed on the said property / premises *mentioned* aforesaid, in accordance with the *sanctioned* / *approved* building plan which will be prepared under the instructions of the developer by a registered architect/ LBS deputed by the developer and which will be *sanctioned* / *approved* by the office of the Rajpur Sonarpur Municipality at the cost of the developer.
- 2.5 **BUILDING PLAN** which will be prepared under the instructions of the developer by a Registered Architect/LBS deputed by the developer and which will be *sanctioned* / *approved* by the office of the Rajpur- Sonarpur Municipality at the cost of the Developer.
- 2.6 **SPECIFICATIONS** shall mean the specifications of materials, nature and quality of things to be used for the construction of the new building including doors, windows fittings, fixtures etc. detailed in Article - VIII below.
- 2.7 **STAIR CASE** shall, mean the stairs leading from the ground floor up to the lading space *on* the roof and as

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the space kept in the ground floor below the stairs.

2.8 **COMMON AREAS AND AMENITIES** shall mean and include paths, passage, drains, drive ways, pump room, overhead water tank on the roof, water reservoir at ground floor water pump and motor landing spaces *from the stairs etc.* described in schedule 'D' below.

2.9 **OWNER'S ALLOCATION** shall mean the constructed portion except the developer's allocation detailed IN SCHEDULE- 'B' below.

2.10 **DEVELOPER'S ALLOCATION** shall mean, and include that constructed area except the portion retained by the owner's allocation which is saleable to outsiders on receipt of payment by the developer, detailed in schedule - 'C' below.

2.11 **TRANSFER** means giving by a registered deed of conveyance executed by the owner/or by any other person / persons duly authorized by them lawfully and legally.

2.12 **TRANSFeree** The purchaser / purchasers who will buy any flat or portion of the proposed building.

2.13 **CONSIDERATION** The constructed area of the building proposed to be built at the cost of the Developer and to be given to the owner as owner allocation without taking any money plus the amount paid by the developer to the owner prior to and / or at time of execution of this development agreement is deemed to be the consideration of the developer's allocation of the building,

2.14 **AND WHWREAS** in case of difference and / or conflict between the parties to this agreement is arise then the dispute and differences would be adjudicated according to the law of the land.

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### **ARTICLE - III OWNER'S AND OBLIGATIONS :**

- 3.1 The owner above named are seized and possessed of and well and sufficiently entitled to the property mentioned in the schedule - A below.
- 3.2 The owner shall hand over the Xerox copy of original documents, relevant papers in regard to the said property, mentioned above, Assessment Roll up to date Tax receipt from the Rajpur- Sonarpur Municipality in regard to the said property, against property receipts.
- 3.3 The owner have delivered physical vacant possession of the land to the developer only at the time of execution of this development agreement.
- 3.4 The owner shall give and/or execute a development power of attorney in favour of the developer for obtaining the sanction plan, executing the building and for doing all acts, deeds and things for fulfillment of the terms of this agreement, for execution and registration of the sale deed, agreement for sale, in respect of the schedule 'A' property and the flats and car parking spaces of the developer's allocation.
- 3.5 The owner shall execute and register the deed of conveyances in respect of the developer's allocation, in favour of the intending purchaser / purchasers at the request of the developer and they shall not or will not claim any money in this respect.
- 3.6 The owner shall not claim or demand any unreasonable constructed area except that has been earmarked in their allocation i.e. owner's allocation.
- 3.7 The owner shall not obstruct the developer and its'

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employee, labor etc. to enter into the said premises and they shall not object to any advertisement made on the spot or display any sign board, for the purpose of sale of the developer's allocation and /or for other purpose and the owner and/or their men and agents will not- create any obstruction in the smooth running of the construction job of the proposed building.

- 3.8 The owner shall get their allocated portion as soon as the construction of the building is completed.
- 3.9 The owner shall not object to the execution of any agreement between the developer and the intending flat/ flats purchaser/purchasers of the portion allotted to the developer. It is pertinent to mention here that if the developer makes any agreement with the intending flat/ flats purchaser/ purchasers in respect of developer' s allocation contrary to this agreement, the developer shall be responsible for that and the owner shall not be in any way responsible for the same and in that event the proposed flat/flats purchaser/ purchasers shall have no right to sue against the owner.
- 3.10 If the owner violate the terms of the agreement they shall be liable to pay adequate compensation to the developer.
- 3.11 The common portions shall be enjoyed both by the owner and by the developer and / or by the respective purchaser from him.
- 3.12 The owner shall not be responsible for any laches in the construction or for use of sub-standard materials, if used by the developer or its men and agents. The developer will be fully responsible for those acts of affairs.

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- 3.13 During the continuance of this agreement the owner shall not let out, make lease or mortgage the premises and / or enter into any development agreement or execute and register any sale deed and / or enter into any agreement for sale in respect of the schedule 'A" property or building or any portion thereof to any third party. For any delay in completion of the job the owner will not be entitled to cancel this development agreement but the owner have right to claim compensation. However if any delay is caused due to the defect in the marketable title of the owner or any litigation or any order of injunction for the delay the owner ~~will not~~ be entitled to get any compensation as stipulated hereinabove.
- 3.14 The possession of the schedule 'A' property is being delivered by the owner to the developer at the time of execution of this development agreement is in furtherance and part performance of this agreement.
- 3.15 A Supplementary agreement for specification of allotments will be made between the parties to this agreement within 60 days after the plan sanctioned by the competent authority.
- 3.16 That the developer will give a sum of forfeited amount of ~~Rs.300000/-~~ (Rupees Three Lakh) only is paid today the time of execution of this development agreement.
- 3.17 That all of the owner or first party must be keen and responsible, to show honour to their own (declared) family amicable settlement.

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### Schedule- IV

All that a piece and parcel of demarcated land measuring 4 cottah be the same a little more or less in LOP No - 2732, in C.S plot no - 1310(p) mouza- Laskarpur, J.L. No.57, present L.R. Dag no.- 1995, P.S.- Narendrapur, within the present limits Rajpur Sonarpur Municipality, Ward No-31.

### ARTICLE- IV DEVELOPER'S RIGHTS AND OBLIGATIONS :

- 4.1 The developer has already taken possession of the schedule 'A' property and does all works in connection with the construction job, after obtaining the sanctioned / approved building plan from the office of the Rajpur- Sonarpur Municipality.
- 4.2 The developer / promoter shall take all measures for construction of the multistoried building in accordance with the sanctioned / approved building plan, according to the rules and laws at its, own expenses and shall complete the construction within 24 (Twenty Four) months from the date of obtaining the sanctioned bidding plan from the office of the Rajpur-Sonarpur Municipality and shall handover the owner allocation within the aforesaid 24 (Twenty Four) months from the date of sanctioned building plan.
- 4.3 From the date of execution of this agreement and during the period of construction the developer shall pay and clear up all the due taxes up to the time of obtaining the C.C. and delivering possession to the owner in respect of the owner's allocation.

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- 4.4 The developer is authorized to get papers, petitions, documents etc. ready and get the same signed by him on behalf of the owner when needed and/ or required.
- 4.5 The developer shall have full power, and authority to enter into any agreement with anybody to sell the portions allotted to the developer according to the specified in the- supplementary agreement (which will be made after the plan sanctioned) and in doing so, it may realize money or price from the intending purchaser/s, in respect of the developer's allocation only. It is pertinent to mention here that the owner are in no way responsible for the same and the intending purchaser/s will have no right arid authority to sue against the owner for any laches *in* the part of the developer *in* any regard, in respect of the developer's allocation.
- 4.6 The developer without any objection from the owner or anybody else may fix up price-of the flat /flats to be sold by him in respect of the developer's allocation.
- 4.7 The developer shall incur all expenses, in the matter of construction of the proposed multistoried building to be constructed in accordance with the sanctioned/ approved building plan on the land more fully described in the schedule 'A' hereunder written.
- 4.8 The developer is permitted to hang up notice and sign boards on the spot and may make any advertisement for the purpose of sale of the developer's allocation to the different intending purchaser / purchasers as to be decided by the developer exclusively.
- 4.9 The developer shall make the construction of the proposed multistoried building according to the specifications stated below.
- 4.10 The developer may appoint any person, such as Architect,

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Engineers, Labours, or any employee in this regard and it shall bear the expenses for such employees.

- 4.11 The developer shall ensure bringing of water connection from the Rajpur- Sonarpur Municipality.
- 4.12 The developer shall arrange to take electric connection from the WBSEDCL/CESE to install main meter.
- 4.13 The developer shall also complete the work of sanitation sewerage etc. and make the flats, habitable and usable and shop or shops also without any trouble or dignity and obtain Completion Certificate from the Rajpur-Sonarpur Municipality at its own cost.
- 4.14 The developer shall be responsible for any deviation in the construction beyond the sanction / approved building plan.
- 4.15 The developer shall be liable to pay any fine or penalty or charges if imposed by the Rajpur-Sonarpur Municipality or any statutory authority, for unauthorized construction or deviation in the said job.
- 4.16 The developer shall allow the owner or their men and agents to inspect the construction work but in no case they or their men and agents shall disturb the developer or its men and agents to continue the construction work.

The rights of the developer will not come to an end till the completion of construction of the proposed new building, transfer of all flats to respective purchaser / purchasers, in respect of Developer's allocation and after delivery of possession of the portion earmarked for the owner allocation along with the C.C. from the Rajpur- Sonarpur Municipality.

- 4.18 The developer shall use the materials of good and standard quality.
- 4.19 The developer shall construct the building at its own cost and expenses according to the sanctioned / approved building plan which is to be prepared by the

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Architect or Consultant of the Developer at the cost of the developer.

- 4.20 The developer shall do piling job according to the views recommended / stipulated in Soil Test Report by Soil Experts and architect or engineer.
- 4.21 The developer will handed over the possession of the owner allocations with habitable condition by measurement of cover area.
- 5.1 Both parties shall render co-operation to each other.
- 5.2 This agreement shall always be treated as an agreement by and between 'Principal', the owner and the developer have entered into this agreement purely as a contract and nothing stated herein shall be deemed to be as partnership between them.
- 5.3 Nothing shall be done to prejudice or hinder the interest of either party.
- 5.4 The construction shall be completed within 24 (Twenty Four) months and also handover the owner allocated shares from the date of obtaining the sanctioned building plan from the office of the Rajpur- Sonarpur Municipality, if any delay is caused by natural calamity or act of God that will be considered by mutual discussion.
- 5.5 Each party shall be liable for payment of respective share of taxes after taking delivery of possession of their respective allocations after obtaining the C.C. from the Rajpur-Sonarpur Municipality.
- 5.6 The allocations of the owner and the same of the developer have been detailed below separately.
- 5.7 The common areas and common amenities and facilities have been shown in schedule - 'E' below.

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- 5.8 The specifications and nature and standard of materials to be used in the construction of the new building have been detailed in ARTICLE VIII below. Common expenses are being set out in the schedule 'F' below.
- 5.9 Until installation of separate electric meters for supply of electric energy to the respective flats /units, the total bill is to be paid by the developer
- 5.10 Expenses of sweepers, subsequent outside painting and other common expenses to be borne by the flat owner jointly.
- 5.11 Not to use ~~the~~ building or premises or any part of it for carrying on any illegal or immoral trade or for an commercial purpose, such activity that may cause disturbance annoyance or hazard to others.
- 5.12 The developer is permitted to make any addition or alteration in the structure or common walls of the building after getting written approval from the Rajpur-Sonarpur Municipality. Any expenses in this regard should be paid by the developer and the developer shall not claim any amount to the owner for the same.
- 5.13 That the developer is permitted to hang up any hoarding, glow sign board or any kind or notice whatsoever relating other than this project on the schedule 'A' property.
- 5.14 That the developer will bear the entire expenses for installation of the transformer if so is required.
- 5.15 **AND WHEREAS** within one month after, obtaining the sanctioned building plan from the competent authority a supplementary agreement for specification of allotment of the flats between the parties in respect of the building

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proposed would have to be signed by the parties to this agreement.

5.16 There will be a society (under the society registration act 1961), registration amongst the owner, owner, developer, intending purchaser for maintained and supervise and other acts and deeds of the building to be constructed.

#### ARTICLE - VI OWNER'S ALLOCATION :

6.1 The owner's allocation in the multistoried building to be constructed on the schedule 'A' property is more fully described in the schedule 'B' below. And the developer allocation is more fully.

6.2 The owner may sell/lease out/induct tenant or transfer any portion from his allotment, i.e. owner's allocation to any intending person / persons by way of registered and the developer will not have any objection in this regard. It is pertinent to mention here that if at any point of time the owner intend to sell out any portion of his allocation i.e., owner's allocation by way of registered deed of conveyance the Developer is bound to confirm that deed of conveyance by putting its signature Confirming Party.

6.3 Shifting the Developer shall arrange for Rs.5000/- (Rupees Five Thousand) only per month as shifting money to the owner up to the possession of the Flat under Owner's Allocation and the shifting charges will be affected from handover the vacant possession by the owner to the Developer in lieu of shifting money existing structure under Developer's allocation for the intending purchasers.

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### ARTICLE -VII DEVELOPER'S ALLOCATION :

- 7.1 The developer will be allotted the entire constructed area after - delivering the owner's allocation as mentioned in ARTICLE - VI above written. The developer's allocation is being more fully described in the schedule 'C' below.
- 7.2 That the developer will not be entitled to delivered any portion of the building to be constructed to any purchaser/purchasers before delivering the owner to his allocation in a habitable condition.

### ARTICLE - VIII SPECIFICATIONS:

(Specification of Construction of the Building)

- 8.1 NUMBER OF-FLOORS : As per sanctioned building plan.
- 8.2 GENERAL :The Building shall be R.C.C. Frame Structure.
- 8.3 BRICK WOR& : 200/250 mm thickness brick work shall be done on outside wall with-first class brick and 75/125 mm thick inside partitionwall. Inside of flat as necessary.
- 8.4 FLOORING : All rooms, verandah and kitchen will be laid with floor tiles or marbles and skirting of 6 inches height Kitchen will have black stone over kitchen-shelf and mosaic up to 3 ft height over kitchen shelve. In the toilet, cast-in-situ grey mosaic floor and dado of six feet height.
- 8.5 PLASTERING: Standard thickness.

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8.6 DOORS & WINDOWS: Main entrance and other doors to the flat shall be of commercial door, window steel frame glass panel with grill.

8.7 TOILET & KITCHEN: Commode with cistern shower, wash-basin with one tap shall be provided. Kitchen -One mosaic sink, tow taps, black stone kitchen shelves 8.8. INSIDE OF FLAT WALL Finished with plaster of paris.

8.8 Inside of the flat wall will be finished by putty.

8.9 STAIR CASE RAILING : 2 feets 3 inches height.

8.10 ELECTRICAL INSTALLATION :

- a) Two lights, one fan and one plug point in multi room.
- b) Two lights, one fan, one plug and one plug for A.C. installation in- bed room.
- c) Two light points in toilet, kitchen and one point for geyser connection. One Amp. Plug in one toilet.
- d) Concealed wiring with copper wire with appropriate inside gauge will be provided.

8.11 EXTRA WORK : All extra work other than the standard specification shall be entertained by the promoter and charged at a rate as calculated by the promoter before start of the work.

8.12 WATER SUPPLY : Overhead Tank and Reservoir at ground floor in the common area and connected internal lines as necessary in kitchen, toilet, Water Pump with motor in Ground Floor.

8.13 LIFT : Lift facility will be provided and a small lift containing 300 K.G. will be available for indoor and outdoor in the building to be constructed.

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### ARTICLE IX LEGAL JURISDICTION :

9.1. The High Court at Calcutta and its Subordinate-Courts in the District of South 24 Parganas and at Sonarpur or if any other Court specially empowered for the-same.

### SCHEDULE - 'A' ABOVE REFERRED TO:-

**ALL THAT** a piece and parcel of Bastu Land demarcated land measuring 4 cottah be the same a little more or less in LOP No-2732, in C.S. Plot No -1310(P) present L.R. Dag No-1995 Mouza- Laskarpur, J.L. No-57, Holding No-42, Ward No-31, Laskarpura Road within the Rajpur Sonarpur Municipality, under P.S.-Sonarpur now Narendrapur, District- South 24 Pgs, as soon in butted and bounded as follows:-

On the North :	Land of Debnath Dey.
On the South :	8ft. common passage.
On the East :	LOP 2733.
On the West :	30ft. Laskarpura Road.

### SCHEDULE - (B)

(Owner's allocation)

The owner shall have three Flats where two of the flats area consisting of two bedroom, one dinning, one kitchen, two bathroom & one balcony out of the two flats one will be allotted in front side of the 2<sup>nd</sup> floor & the 2<sup>nd</sup> will be allotted from the top floor of the building to be constructed and one flat consisting of one bedroom, one

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dinning, one kitchen & one bathroom. This flat will be allotted from the 2<sup>nd</sup> floor of the building. One shop room consisting of 120 sq. ft. in the ground floor of the building to be constructed by the developer and Rs.300000/- (Rupees Three Lakh) only, forfeit money its already paid.

### **SCHEDULE C**

(Developer's allocation)

ALL THE flats and other parts of the building except the owner's allocation will be allotted exclusively to the developer.

### **SCHEDULE- D**

(Common areas and facilities)

- i) Stair case from Ground Floor to top floor, of the: said building.
- ii) Landing / Hand Railing and other fixture installed in the Stair Case.
- iii) Common Passage for ingress and egress from main Municipal Road to the said building.
- iv) Sewerage, Septic Tank, Drainage, Electric Connection, Ground Floor reservoir, connected installation in the said building.
- v) Overhead tank, Motor Pump, Water supply, Water Evocation Pipes, Fittings save and except the installation made inside the said flat.
- vi) Foundation, Column and outside walls of the building including the Boundary Wall of the entire premises.
- vii) All Electrical installation, fixtures, fittings in respect of

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the said building as would be specified by the developer of the said building.

- viii) Such other equipment, installation, fixture and fittings in respect of entire building/holding as would be specified by the developer of the said building from time to time;
- ix) Lift and its accessories to be installed.
- x) The developer, the land owner and the purchaser /purchasers will enjoy the top roof of the building jointly according their respective share.

#### **SCHEDULE - E**

(Common expenses after completion of the said building to be *paid* by the respective owner / occupier of every unit)

1. The expenses of administration, maintenance, repairs, replacement of the common parts and equipments and accessories, common areas and facilities, including white washing, painting and decorating, exterior portion of the said building, the boundary walls entrance, stair case and its landings, gutters, rain water pipes motor and water pumps, water pipes, electric wiring and installation, sewers, drains and all other common parts, fixtures, fittings and equipments upon the said building enjoyed or used in common by the purchaser / purchasers and the co-purchasers of the said building or other occupiers/co - owner after possession.
2. The cost of clearing, maintenance, and lighting, the main entrance, passage, landings, staircase and other parts of the said building as enjoyed or used in common by the occupiers of the said building.
3. The salaries and wages of manager, clerks, bills collectors, choukidars, plumbers, electricians, sweepers.

*Shatterija  
Date:*

4. The cost of working repairs, replacement and maintenance of pumps and other plumbing works including all charges for the service to be rendered in common to all occupiers.
5. Municipal and other taxes, rates and levies payable in common by both owner and occupiers and / or outgoings etc.
6. All electricity charges, payable in common for the common portion of the said building.
7. Other expenses including printing and stationery as also all litigation expenses incurred in respect of the dispute with the Municipal Authority and other local authorities Government or any other person in relation to or as may be deemed by the builder or any ad-hoc committee or Association or owner and or occupiers to, necessary or incidental to the maintenance and upkeep of the said land including the said building.
8. FLAT OWNERS' ASSOCIATION : An association under the society registration act will be made amongst the owner, developer and the other flats' owner who will be the flat owner by way of purchased and other law full way for maintaining the building to be constructed and there will be a governing body consisting president, vice-president, secretary, assistance secretary, treasurer and either necessary members amongst the flat owner including the owner and the developer.

Chatterjee.  
Adv.

**IN WITNESS WHEREOF** the parties hereto have signed this agreement on this day, month and year first above written.

**SIGNED , SEALD & DELIVERED** by the  
parties of the above named Parties at Kolkata  
In the presence of :  
WITNESSES :

1.

2. *Sangita Datta*  
*Mcchaypura, Gorai.*

Drafted by

*Tanusree Chatterjee*

*Advocate*

*Baruipur civil court*  
*F-622/601/2015*

*Chandan Roy*  
Signature of the Owner

*Das Construction & Develope*  
*Tapas K. Das*  
Signature of the Developer /  
Contractor /Second Party

Typed by

*Koushik Mondal*  
Baruipur

MEMO OF CONSIDERATION

Received 3,00,000/- (Three Lakhs) By Cheque ICICI Bank  
Mahamayatala Branch. Being Cheque No- 001186, Dated:-  
29.07.2022.

**SIGNED , SEALD & DELIVERED** by the  
parties of the above named Parties at Kolkata  
In the presence of :

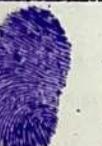
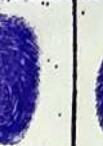
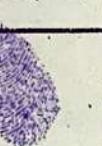
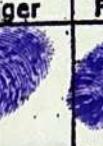
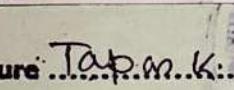
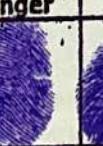
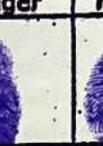
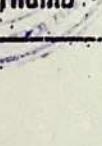
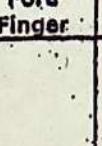
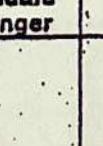
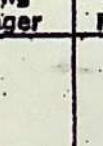
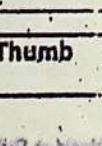
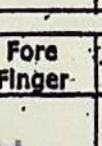
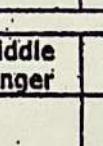
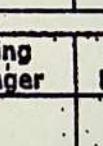
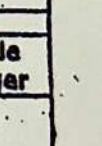
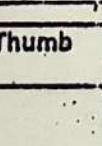
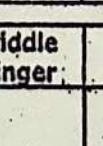
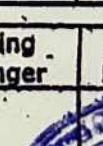
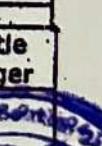
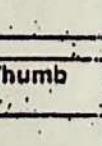
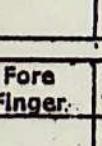
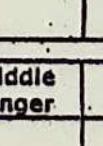
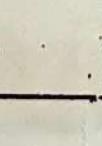
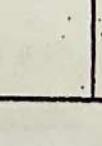
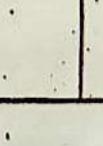
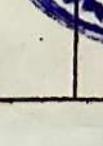
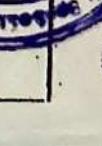
WITNESSES :

1) Suman Dey  
Shri Haripur Hospitalpara  
P.O. - Mallickpur, Kol-145

Chandan Roy  
Signature of the Owner

2) Saralee  
Mangaldan, Garia  
Kol-700086

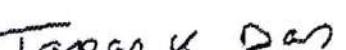
Das Construction & Develop  
Tapan K. Das  
Signature of the Developer /  
Contractor /Second Party

<b>Executant / Presentant</b>		<b>Left Hand</b>	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Name .....						
		<b>Right Hand</b>		Thumb	Fore Finger	Middle Finger	Ring Finger
	Name .....						
		<b>Left Hand</b>		Thumb	Fore Finger	Middle Finger	Ring Finger
	Name .....						
		<b>Right Hand</b>		Thumb	Fore Finger	Middle Finger	Ring Finger
	Name .....						
		<b>Left Hand</b>		Thumb	Fore Finger	Middle Finger	Ring Finger
<b>Claimant / Executant</b>							
<b>Right Hand</b>		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger	
	Name .....						
		<b>Left Hand</b>		Thumb	Fore Finger	Middle Finger	Ring Finger
<b>Executant / Presentant</b>							
<b>Right Hand</b>		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger	
	Name .....						
		<b>Left Hand</b>		Thumb	Fore Finger	Middle Finger	Ring Finger
<b>Executant / Presentant</b>							
<b>Right Hand</b>		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger	
	Name .....						
		<b>Left Hand</b>		Thumb	Fore Finger	Middle Finger	Ring Finger



Laskarpur , Now Ps Narendrapur, City:- Not Specified, P.O:- Laskarpur, P.S:-Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: cwxxxxxx8c, Aadhaar No: 88xxxxxxxx8153, Status :Individual, Executed by: Self, Date of Execution: 12/08/2022  
Admitted by: Self, Date of Admission: 12/08/2022 ,Place : Office

### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
1	<b>Mr Tapas Kumar Das (Presentant)</b> Son of Late Kshirod Chandra Das Executed by: Self, Date of Execution: 12/08/2022 , Admitted by: Self, Date of Admission: 12/08/2022 ,Place : Office			
	12/08/2022 12/08/2022	LTI 12/08/2022		12/08/2022

**Identifier Details :**

Identifier Details :			
Name	Photo	Finger Print	Signature
<b>Mr Suman Dey</b> Son of Mr Uday Dey Hariharpur , Mallickpur, City:- Not Specified, P.O:- Mallickpur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700145			<i>Suman Dey</i>
	12/08/2022	12/08/2022	12/08/2022

### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Chandan Roy	Mr Tapas Kumar Das-6.6 Dec

### Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Laskarpura Road, Mouza: Laskarpur, J.I.No: 57, Pin Code : 700153

Laskarpur, JI No: 57, Pin Code : 700153			
Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1995, LR Khatian No:- 2732		Seller is not the recorded Owner as per Applicant.

**Endorsement For Deed Number : I - 162904924 / 2022**

On 12-08-2022

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

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

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

Presented for registration at 12:15 hrs on 12-08-2022, at the Office of the A.D.S.R. GARIA by Mr Tapas Kumar Das ,Claimant.

**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 49,14,002/-

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

Execution is admitted on 12/08/2022 by 1. Mr Chandan Roy, Son of Late Usha Ranjan Roy, Laskarpur , Now Ps Narendrapur, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession Service, 2. Mr Tapas Kumar Das, Son of Late Kshirod Chandra Das, 520, Peyara Bagan, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession Business

Indetified by Mr Suman Dey, , , Son of Mr Uday Dey, Hariharpur , Mallickpur, P.O: Mallickpur, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700145, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 3,021/- ( B = Rs 3,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 3,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2022 2:02PM with Govt. Ref. No: 192022230095341691 on 10-08-2022, Amount Rs: 3,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKU4441576 on 10-08-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 6,521/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 4805, Amount: Rs.500/-, Date of Purchase: 10/08/2022, Vendor name:

Sahabuddin Gazi

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2022 2:02PM with Govt. Ref. No: 192022230095341691 on 10-08-2022, Amount Rs: 6,521/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKU4441576 on 10-08-2022, Head of Account 0030-02-103-003-02



**Kallol Sengupta**

**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 1629-2022, Page from 154526 to 154558**

**being No 162904924 for the year 2022.**



Digitally signed by KRISHNENDU  
TALUKDAR  
Date: 2022.08.24 13:18:36 +05:30  
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2022/08/24 01:18:36 PM

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**OFFICE OF THE A.D.S.R. GARIA**

**West Bengal.**

**(This document is digitally signed.)**