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भारतीय गैर न्यायिक

पचास
रुपये
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FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.


District Sub-Registrar-II
Alipore, South 24 Parganae

↑ 9 JAN 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 19th day of
January Two Thousand Twenty One BETWEEN

122215220

766

07 DEC 2020

NO. DATE RS

NAME Subhendu Bikash Shaha (AD)

ADDRESS 18

ALIPORE JUDGES COURT
A. K. SAMALPATI

SIGNATURE

502
Shaha (AD)
10/27

STAMP

Santana Ghosh
S/o, Mr. N.K. Ghosh
Address - Alipore Police Court,
P.O. P.S. - Alipore, Kal-27



District Sub-Registrar-II
Alipore, South 24 Parganas

19 JAN 2021

(1) **SRI AVIJIT GANGULY** having PAN- AOOPG2504B, Aadhaar No- 534781238286 son of late Arun Kumar Ganguly (2) **SMT ADITI ROY** having PAN- BCGPR8892E, Aadhaar No-885403517678 wife of late Sumit Kumar Ganguly both by faith Hindu, both by Nationality - Indian, both residing at 38, Mahatma Gandhi of Road , Kolkata-700082, P.O. & P.S- Haridevpur, hereinafter jointly referred to as the **VENDORS / OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives, and assigns) of the **ONE PART.**

AND

M/S. “ DAS CONSTRUCTION ” a Proprietorship Firm having its office at,42,Mahatma Gandhi Road ,Kolkata-700082 , P.O & P.S- Haridevpur represented by its Proprietor **SRI ANUP DAS** son of Late Ramesh Chandra Das having PAN- AMZPD9921E , Aadhaar No- 219545733953 & Mobile No- 9331226405 by faith Hindu ,by Nationality - Indian , residing at 42,Mahatma Gandhi Road ,Kolkata-700082, P.O & P.S- Haridevpur District south 24 parganas hereinafter referred to as the **DEVELOPER**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, and assigns) of the **OTHER PART.**

WHEREAS by the Bengali Kobala dated 25.10.1962 made between Smt Uma Sasi Debi therein described as the Vendor and Sri Arun Kumar Ganguly therein described as the Purchaser and for the Consideration mentioned therein ,and the said Vendor sold transferred and conveyed unto the said Purchaser , the land measuring 3Cottahs more or less comprised in C.S Dag No -638 under Khatian No - 664 of Mouza Siriti, J.L. No - 11 , Touzi No-3,35,177,411, R.S. No-186, within the limits of Kolkata Municipal Corporation, Ward No-109, P.S Haridevpur, and the said Kobala was registered and recorded in Book No – 1 , Volume No – , pages-239 to 246 ,Being No –8811 for the year 1962 in the office of Sub – Registrar at Alipore.

AND WHEREAS after such purchase the said Arun Kumar Ganguly duly mutated his name in respect of the said property in the records of Kolkata Municipal Corporation and it has been assessed as premises No- 8,Mahatma Gandhi Road ,Kolkata-700082 **AND WHEREAS** the said Arun



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Kumar Ganguly while thus seized and possessed of the said property, died intestate on 28.12.2011 leaving behind his wife Smt Kalpana Ganguly two sons namely Sri Avijit Ganguly, Sri Sumit Kumar Ganguly and one daughter Smt Sima Ganguly, as his only legal heirs and representatives who jointly inherited and became entitled to the said aforesaid property having undivided $1/4^{\text{th}}$ share each therein.

AND WHEREAS the said Kalpana Ganguly being seized and possessed of the $1/4^{\text{th}}$ share of the said property, died intestate on 23.12.2015 leaving behind her two sons namely Sri Avijit Ganguly, Sri Sumit Kumar Ganguly and one daughter Smt Sima Ganguly as her only legal heirs and representatives who jointly inherited and became entitled to her $1/4^{\text{th}}$ share of the said property and were in joint possession and owner in respect of the $1/4^{\text{th}}$ undivided share in the said property left by their predecessor-in-interest Kalpana Ganguly since deceased.

AND WHEREAS the said Sumit Kumar Ganguly being seized and possessed of the $1/3^{\text{rd}}$ share of the said property, died intestate on 17.10.2018 leaving behind his wife Smt Aditi Roy as his only legal heirs and representatives who inherited and became entitled to her $1/3^{\text{rd}}$ share of the said property and were in joint possession and owner in respect of the $1/3^{\text{rd}}$ undivided share in the said property left by her predecessor-in-interest Sumit Kumar Ganguly since deceased.

AND WHEREAS after such inheritance the said Avijit Ganguly, Smt Sima Ganguly, Smt Aditi Roy became the joint owners of the said property being at premises No-8, Mahatma Gandhi Road, Kolkata-700082, within the limits of Kolkata Municipal Corporation Ward No-115, P.S. Haridevpur, District South 24 Parganas more fully described in the SCHEDULE -A hereunder written.

AND WHEREAS thereafter the said Smt Sima Ganguly transfer her $1/3^{\text{rd}}$ share of the said property being at premises No-8, Mahatma Gandhi Road, Kolkata-700082 in favour of Sri Avijit Ganguly, Smt Aditi Roy by a deed of gift dated 12.10.2020 and the said deed of gift was registered and recorded in Book No-1, Volume No - 1602-2020, pages- 222074 to 222099, Being No - 160205695 for the year 2020 in the office of D.S.R-II, Alipore.



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AND WHEREAS by virtue of deed of gift dated 12.10.2020 the said Sri Avijit Ganguly , Smt Aditi Roy became the joint owners of the said property being at premises No-8, Mahatma Gandhi Road , Kolkata-700082 , within the limits of Kolkata Municipal Corporation Ward No-115, P.S. Haridevpur, District South 24 Parganas more fully described in the SCHEDULE -A hereunder written .

AND WHEREAS the Developer is engaged in the business of developing and promoting and sponsoring construction of building having its own financial resources to carry out any development scheme, including construction of building taking up all the responsibilities regarding preparation and sanction of plan for construction and engage Engineers ,Masons and labours and also put in resources for building materials and supervise during the course of construction of the proposed building and to procure prospective purchasers of flats, except those which have been allotted to the vendors by virtue of this agreement and other spaces to be built as per the sanctioned plan .

AND WHEREAS the owner has approached the Developer to develop the said property and to commercially exploit the same for construction and on the terms and conditions hereinafter appearing .

AND WHEREAS at or before the execution of this agreement the said owners have represented and assured the Developer as follows :

- a) That the said premises is free from all encumbrances charges , liens, lispendens ,attachments, trusts, whatsoever or howsoever.
- b) That excepting the said Owners nobody has any right , title , interest claim or demand whatsoever or howsoever upon the said premises.
- c) That there is no notice of acquisition or requisition pending in respect of the said premises.

AND WHEREAS relying on the aforesaid representation and believing the same to be true and acting on the faith thereof and the Developer has agreed to develop the said premises for the consideration and on the terms and conditions as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :



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1. In this Agreement unless it is contrary or repugnant to the context or meaning, the following expressions will have the meaning given against each of them :

a) PREMISES : shall mean all that piece and parcel of land measuring 3Cottahs more or less together with structure standing thereon being K.M.C. premises No.-8, Mahatma Gandhi Road ,Kolkata-700082 , and comprised in Dag No-638, under Khatian -664, of Mouza Siriti more fully and particularly described in the Schedule - " A " hereunder written .

b) PLAN : shall mean the building plan applied for and, awaiting sanction by the Kolkata Municipal Corporation including the elevation, design, drawings and specification of the building as prepared by the Architect with variation therein ,if any , made with the approval of the Architect and the Kolkata Municipal Corporation.

c) BUILDING : shall mean the residential building to be constructed at the said premises with necessary additional structures as may be decided by the Developer but in accordance with the plan/plans to be sanctioned by the Kolkata Municipal Corporation.

d) OWNERS: shall mean Avijit Ganguly , , Smt Aditi Roy , and their heirs , executors ,legal representatives administrators and assigns.

e) DEVELOPER: shall mean M/S. "DAS CONSTRUCTION" a Proprietorship Firm having its office at,42, Mahatma Gandhi Road ,Kolkata-700082, represented by its Proprietor SRI ANUP DAS son of Late Ramesh Chandra Das by faith Hindu, by Nationality- Indian, residing at 42, Mahatma Gandhi Road, Kolkata-700082, P.S-Thakurpukur, now Haridevpur District south 24 parganas and include heirs, executors , legal representatives etc.

f) COMMON FACILITIES : shall mean and include the parts and equipments provided and /or reserved in the said land and/or in the said new building for common use and enjoyment and fully described in the schedule- 'E' hereunder written.

g) OWNER' ALLOCATION : shall mean 50% of the total constructed area together with 50% share in the common parts and facilities and



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together with 50% share in the land comprised in the said property and attributable to the Owner's allocation more fully and particularly described in the Schedule-'B' hereunder written.

h) DEVELOPER'S ALLOCATION : shall mean remaining 50% of the total constructed area together with 50% share in the common parts and facilities and together with 50% share in the land comprised in the said property and attributable to the Developer's allocation more fully and particularly described in the Schedule-'C' hereunder written.

i) COMMON EXPENSES : shall mean the expenses for common purpose including those mentioned in the Schedule-'F' hereunder written.

J) CONSTRUCTED SPACE : shall mean the space in the building available for independent use and occupation including the space demarcated for common facilities and services as per sanction plan.

k) ARCHITECT : shall mean any qualified person or persons or firms appointed or nominated by the Developer, as the Architects for construction of the said building.

2. This Agreement has commenced and / or shall be deemed to have commenced on and with effect from (hereinafter called THE COMMENCEMENT DATE) and shall remain in force till such time the new building on the said premises is completed.

3. Immediately after the execution of this agreement the Owners have handed over symbolic possession of the premises to the Developer

4. That at the request of the owners the Developer has agreed to undertake a scheme of development of the said property by raising and constructing a new residential building thereon containing several independent flats or apartments or spaces as may be sanctioned by the Kolkata Municipal Corporation and other required authorities, and after completion of the construction of the proposed new building ,the developers shall be entitled to dispose the only developer's allocation ic. 50% share of the constructed area and in any manner to any intending purchaser/ purchasers thereof as may be chosen and selected by the Developer.



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5. The Owners hereby declare that the owners have a marketable title to the said entire premises without any claim, right, title or interest of any person thereon or therein and the owners have good right, title and absolute authority to enter into this agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against all and Third Party claims action and demands whatsoever.

6. The Owners have not entered into agreement of any nature with any person or persons prior to execution of this agreement.

7. The Owners being entitled to 50% of the total constructed area together with 50% share in the common parts and facilities and together with 50% share in the land comprised in the said property forming part of the Owner's allocation and the owners shall be entitled to enter into agreement for sale and transfer and /or lease in respect of Owner's allocation for which no further consent of the Developer shall be required. It being expressly agreed and understood that if at any time the Owners shall require the consent of the Developer and the Developer shall sign and execute such agreements papers and documents as may be necessary or be required.

7A. The space in the new building shall be enjoyed by the owners in the manner as detail below:

- a) 50% of the ground floor.
- b) Entire first floor.
- c) 50% of the third floor.

7B. The Developer shall pay refundable security deposit of Rs 30,00,000/- to the owners as per follows :

- a) Rs 30,00,000/- at the time of execution of this agreement.

And the said amount of Rs 30,00,000/- shall be paid by the owners to the Developer at the time of owner's allocation to the owners.

8. The owners shall be liable to deliver vacant, peaceful possession to the developer and to demolish the same for construction of the proposed new building.



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9. Subject to the restrictions contained elsewhere in this agreement and without any manner affecting the same, the developer being entitled to 50% of the total constructed area together with 50% share in the common parts and facilities and together with 50% share in the land comprised in the said property forming part of Developer's allocation shall be entitled to enter into agreement for sale and transfer and / or lease in respect of Developer's allocation for which no further consent of the Owners shall be required. It being expressly agreed and understood that if at any time the Developer shall require the consent of the Owners and the Owners shall sign and execute such agreements papers and documents as may be necessary or be required.

9A. The space in the new building shall be enjoyed by the Developer in the manner as detail below:

- d) 50% of the ground floor.
- e) Entire second floor.
- f) 50% of the third floor.

10. Both the Owners and Developer shall be entitled to sale / transfer and /or enter into agreement for sale or transfer in respect of their respective allocations and to receive realize and collect all money receivable thereof.

11. The Owners shall always remain liable to execute and register appropriate deeds of conveyance to sell, transfer and convey in favour of other flat occupiers their proportionate undivided share, interest in the land beneath the building at the cost and expenses of the Developer or intending flat occupiers, with prior notice by the Developer without any way demanding the price at which the said undivided share on the land of the said premises is sold or any part thereof received by the Developer against such sale.

12. The Owner and the Developer have agreed upon the specification of construction of the proposed new building, hereafter referred to as "Construction Specification" as more fully and particularly described in the Schedule - "D" written herein below.



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13. The construction of the building shall be completed within 18 months from the date of sanctioned of building plan from the Kolkata Municipal Corporation unless prevented by the circumstances as beyond the control of the Developer. In case the developer after having the plan sanctioned as stipulated fails to complete the construction in all manner within the stipulated period as aforesaid, the Owners shall extend a grace period of Six months and even thereafter the developer fails to complete the construction of the building in all manner, the owners shall be entitled to a monthly compensation of Rs. 2000 /= Per month till the completion of the new building.

13A. The Developer shall also arrange two separate alternative accommodation, of the owners during the construction period and for this the developer shall pay rent Rs 14,000 /= per month ~~each~~ from the time of vacating the premises upto the time of handing over the possession of new flats to the owners.

14. That subject to the provision of these presents, the Owners hereby grant to the developer exclusive right to build upon in or upon the land comprised in the said premises in accordance with the plan of construction as may be permitted and sanctioned by the Kolkata Municipal Corporation and other competent Authorities .

15. The owners shall, at the cost of the Developer, submit the building plan to be drawn and designed by the Architect of the Developer in his name and the Developer shall comply with such sanction .

16. All applications submitted by or in the name of the owners of the premises at the cost of the Developer and the Developer alone shall pay and bear all expenses including all fees, charges and other costs provided always that the developer shall be entitled to all refunds of any deposit made by him on behalf of the owners .

17. That the Developer shall be entitled to vary and/or modify the said plan of construction, subject to sanction of such modification by the aforesaid competent authorities.



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18. During the continuance of the agreement and until such time the new building is completed the owners shall not prevent the developer in any way or interfere with the quiet and peaceful possession and enjoyment of the said premises nor shall cause any obstruction or interference in the construction and completion of the building in accordance with the plan, except in such instance when the Owners have reason to believe that the Developer is not carrying out their obligation in terms of this agreement.

19. The building shall be of uniform construction with best available standard and 1st class building materials, fitting and fixtures and other common facilities and other spaces intended or meant for the enjoyment of the occupiers of the building/buildings.

20. That the Owners apart from receiving their allocated portion of proposed building shall also be entitled to easement rights in common with the other occupiers of the said building in respect of common areas and facilities provided therein, as set out in Schedule—"D" herein below.

21. Save the 50% area allocated to the Owners, the Developer shall have the exclusive right to deal with the remaining 50% constructed area or proportion of the proposed, building, including its right to all common areas and facilities provided in the said building and proportionate undivided share of land and shall have the right to enter into any agreement with prospective purchasers as may be chosen and selected by the Developer, for transfer, sale, grant, lease of the portion of the building for or at such price and at such consideration and in such terms and conditions as may be agreed upon by and between the Developer and intending purchaser.

22. That with the execution of these presents the Owners shall remain liable to execute and register power of attorney for developer allocation in favour of the Developer and/ or nominee of the Developer granting due and all requisite authority to the Developer to enter upon the said premises, take measurement and construct the proposed building, pursue the sanction of the plan of the construction of the building, represent the owners before all authorities for sanction of the plan, submit application on behalf of the Owners for procuring the building materials and / or otherwise to pursue to fulfill the above objectives.



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23. The Owners shall, at the request of the Developer, execute such documents, papers, memorandum and deeds in furtherance of these presents which the Developer may require from the Owners for smooth and expeditious construction of the proposed building use and occupation thereof

24. The Owners shall also authorize the Developer by the proposed Power Of Attorney to do all other acts, deeds and things at the instance of the Developer, whenever necessary, to obtain any other requisite permission of authority or sanction of the Government, Public or any statutory body, as may be required for the construction of the proposed buildings PROVIDED THAT the Developer shall bear all costs and expenses for all such documents, letter, papers, memorandum etc. shall deposit requisite fees wherever necessary and obtain refund of fees and appropriate the same without any way being answerable to the Owners for the same.

25. That the Owners hereby agree to pay and clear all rates and taxes and/or other imposition and statutory dues in respect of the said property up to the date of vacant possession to the Developer and thereafter shall be payable by the Owners and the Developer in the ratio of 50% : 50%

26. That the time period for the construction of the proposed new building shall be subject to, regarding availability of building materials and such other Government or statutory impositions relating to their availability AND ALSO SUBJECT TO "FORCE MAJEURE" condition, like, flood, earthquake, water, storm, tempest, civil commotion, strike, riot or war and other acts of God and when the obligation of the Developer in regard to period of completion of construction shall remain suspended for the duration of the "Force Majeure".

27. That prior to actual construction work is taken up in hand by the Developer the Owners undertake to make out a good and marketable title to the said premises, free from all encumbrances, charges, mortgage, lease, demands liabilities liens and lispensens or attachment or whatsoever kind or nature of the building.



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28. The map/maps, plan/ plans, specification, drawings etc. in respect of the construction of the aforesaid new building shall be prepared as per the desire and approval of the Developer and the costs and expenses for the same shall be borne and paid by the Developer is hereby authorized by the Owners to appoint Architects, Engineers etc. of his own choice to get the works done and completed with expenditure, such costs and expenses shall from part of the expenses of development of the said premises.


29. Simultaneously with the execution of the agreement the Owners shall make over the Xerox documents of title of the said property to the Developer for the due observance and performance of the owner covenant and obligation under this agreements and further under take to produce the originals thereof as and when would be required .

30. The construction and development work shall be made and undertaken by the Developer strictly in accordance with the plans, specification and drawings duly approved by the Kolkata Municipal Corporation and other appropriate bodies and/or authorities at the instance of the Developer for and on behalf of the owner.

31. Notwithstanding anything contained elsewhere in this agreement it is hereby expressly made clear that owners and/or any person or persons claiming under him shall not any reason or in any manner whatsoever interfere with or hinder prohibit inject or stop the Developer and/or its men, agents, servants, nominees and representatives for carrying out the Development of the said property in terms of this agreement, including in the construction and/or selling of the spaces of the said building . It is further hereby made clear that the decision of the developer concerning all matters in respect of the development of the said property shall be final and binding on all the parties and shall not be questioned by any one on any ground whatsoever.

32. That after the construction of the proposed building is fully completed the owners and the Developer jointly shall cause an Owners Association or Society or a Syndicate to be formed or established by the occupiers including the owners and the Developer shall handover the control and management of the said building to the said body.




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33. That after the formation of the body of occupiers, as set out in the clause proceeding and the right of control and management in respect of the said constructed building shall be handed over to the said body by the Developer and thereafter, the Developer shall not remain liable for the constructed building or any portion thereof in any manner whatsoever.

34. This agreement shall subsist and remain irrevocable till the work of construction of building at the said property is completed and the Owner's Allocation is made over to the owners by the Developer as aforesaid and the remaining constructed spaces is sold/leased of the Purchaser/Purchasers and/or Lease/Leases by the documents in connection therewith are duly executed and/or registered.

35. The Developer undertakes to construct the building in accordance with the sanctioned plan.

35A. After plan sanction a supplementary agreement made between the Owners and Developer for their allocation if required.

36. The owners and the Developer have entered into the agreement purely on principal or principal basis and nothing contained stated herein shall be deemed to constructed as a partnership or as a joint venture between the owner and the Developer and the owner and the Developer shall be in any manner constitute as association of persons. Each party shall keep the other indemnified from and against the same.

37. The Owners or the Developer or any their transferees shall not use or permit use of their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity use or allow the use thereof for any purpose which may create a nuisance or hazard to the other occupiers of the building.

38. The Owners shall sign and execute all such documents necessary for mutation of the Developer's share in the name of the Developer and/or their nominee and/or assignees in the record of the Kolkata Municipal Corporation.




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39. The owners 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 allocation therein without the previous consent of the management/ society/ association.

40. The Owners or the Developer or any of their transferees shall not throw or accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridor or any other common portion or portion of the said building.

41. The Developer will be responsible for all local affairs and they will settle up all problems at their own cost and if necessary owners will join their hands of co-operation in that respect.

42. The construction of the building in the said premises will be made by the Developer at his own cost and he is to bear the responsibility of all payments to all concerned including labours, masons and for building materials that will be required for such construction.

43. Only Courts having original jurisdiction over the premises shall have the jurisdiction in all matters relating to or arising of this agreement.

44. A General Power of Attorney to be given by the owners to the Developer for the sale of undivided share of land in order to get purchaser(s) for the flat (Developer's allocation), cost of which will be borne by the developer and for pursuing the sanctioning of the building plan.

45. That it is hereby agreed by and between the parties that the name of the newly constructed building shall be selected by the developer alone.

46. After completion of the building Developer and Owners shall take possession of their shares simultaneously.



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SCHEDULE - "A"

ALL THAT piece and parcel of land measuring 3 Cottahs more or less together with tile shade structure measuring 100 sqft standing thereon being at K.M.C.premises No-8, Mahatma Gandhi Road ,Kolkata-700082, and comprised in Dag No-638 ,under khatian No -664, of Mouza Siriti, J. L No -11, within the limits of Kolkata Municipal Corporation ,Ward No- 115 , P.S.Haridevpur, Dist - 24 - Parganas (south) and is butted and bounded by

ON THE NORTH : 18ft wide Karunamoyee Lane.
 ON THE SOUTH : Land of Tarulata Debi.
 ON THE EAST : 30 ft wide Mahatma Gandhi Road.
 ON THE WEST : Land of Bina Pani Ghosh.

SCHEDULE - "B"

(Owners' Allocation)

- a) 50% of the ground floor.
- b) Entire first floor.
- c) 50% of the third floor.

SCHEDULE - 'C'

(DEVELOPER'S ALLOCATION)

- a) 50% of the ground floor.
- b) Entire second floor.
- c) 50% of the third floor.

SCHEDULE - 'D'

(TYPES OF CONSTRUCTION & SPECIFICATION)

FOUNDATION : The building is designed on R.C.C Footing and frame.

WALLS : All the external walls shall be 200 mm thick brick wall with cement plaster. All internal partition walls shall be 125 mm thick brick wall with both side cement plaster.

DOOR All doors frame shall be of 100/62 mm main and 75/62 mm internal doors timber with one coat wood primer. All door shutters shall be of 32 mm thick block board flush door. Main door would be out of gamar wood. Toilet and balcony doors will be fitted with one side commercial ply. All fittings such as M.S. hinges, with handle, aluminum tower bolt, door stopper, vision apparatus shall be provided to main door.



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WINDOW : All the windows shall be Aluminum frame of 4 mm . thick glass panels, and covered with steel grill .

FLOORING : All the flooring shall be white marble floor for rooms, Kitchens, and bathrooms. All the toilets shall have 1.5 m height glazed tiles on all sides . All kitchen shall have 1 mm high glazed tiles on all sides with a cooking platform (4'-0'') with 'L' shape shelf 7'-0'' on outside & 4'-0'' on another black stone along with a sink and paved in situ mosaic to be provided.

INTERNAL FINISH


TO WALLS : All internal walls, ceiling of rooms verandah, kitchen cum dining, living and toilets shall be in plaster of paris. Outside wall will be provided with 2 coats of white wash .

EXTERNAL PAINTING : All external walls will be painted with 2 coats of cement based paint of standard quality.

SANITARY & PLUMBING : All the internal horizontal soil waste water pipes shall be of 50 mm and 100mm Dia C.I pipes jointed in cement .All the vertical soil , bend and waste water pipes shall be 50 mm,100 mm,dia C.I polythene pipes joint with mortar and exposed to walls .All the rain water pipes shall be 100 mm dia in good quality asbestos/polythene. All the water supply pipes shall be within (oriplast & G.I)concealed to walls. All the sanitary and toilet of 1 no. white European Commode with low-down cistern, 1no . white basin would be provided at dining cum living room. Sower with and hot water provision bathroom fitting such as top cock, bib cock , piller cock etc. will be in C.P. Brush.

ELECTRIFICATION : All the internal wiring shall be concealed in polythene conduit, all wires , shall be of coppers, all switch boards of M.S. flash with walls with Acrylic cover and all switches of standard brand. Living room shall be provided with 2 nos. of light points plus 1 no. fan point plus 1No. 5 Amp. plug point and 1 no . night lamp point, Dining space shall be provided with 2 nos . fan point , 1 nos . 15 Amps and 1 no. 5 Amp plug point , 1 no calling bell point . Kitchen shall be provided with 1 no. light point 1 no . 15 Amp plug point and 1 no




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exhaust point verandah shall be provided with 1 no. light point .1 no . 15 amp. Plug point.A.C point, one gizzer point in toilet.

WATER SUPPLY : Each flat shall be provided with water supply line from synthetic overhead water tank .Over head water tank shall be filled up by water from underground (semi) water reservoir for all the flats , stored water will be supplied from Corporation water supply or Deep Tube Well which-ever any one.

GENERAL : All the internal approach roads shall be of cement concrete (Jhama) and on edge of 75 mm.brick point, brick boundary wall up to a height of 5'-0'' with both side plaster . Building shall be provided with separate water line. Each flat shall have separate CESC meter and the cost of the same shall be borne by the purchaser. Any addition or alteration shall be subject to approvals of the Architects and the requisite cost shall be borne by the Purchaser in advance. Maintenance of the flat/flats at proportionate cost will be managed by the flat owner. Extra cost is to be paid in advance to the Developer.

SCHEDULE - "E"

(Common Area and Facilities)

- 1) The land measuring 3 Cottahs more or less on which the building at K.M.C Premises No-8, Mahatma Gandhi Road ,Kolkata-700082, all easement and equal easement rights and appurtenances belonging hereto
- 2) Foundation, beams vertical and lateral supports main walls, common walls, boundary walls, main entrance/gate of the said building.
- 3) Main gate of the said premises.
- 4) Installation common services viz. electricity water, pipes and sewerage, rain water pipes.
- 5) Water pump with motor and pump room.
- 6) Reservoir on the roof and underground.
- 7) 24 hours water supply from overhead tank to the respective flats.
- 8) Common staircases, landings, lobbies etc.
- 9) Lighting in the common space, passages, staircase including fixtures and fittings.
- 10) Common Meter Box.
- 11) Open space surrounding the said building.
- 12) Roof of the building.



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13) All other parts of the said building the necessary for its existences, maintenance and safety for normally in common use of the Owners of the respective flats.

SCHEDULE - "F"

(common expenses)

- a) The expenses of maintaining and repairing the main structure, main walls top floor roof and in particular the main water pipes , waste water pipes , water lines , water tanks etc . of the building and also electric lines for common lights and pump.
- b) The cost of cleaning and lightning the passages staircase, top floor roof etc. and other parts of the building used by the buyers in common with the owners and occupier of the other flats and spaces.
- c) Reasonable salaries of a sweeper and Darwan for the common parts.
- d) The cost of maintaining, servicing , substituting repairing and working of common lights.
- e) All expenses of common services and in connection with common areas and facilities as mentioned above.
- f) All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- g) All other expenses and /or outgoing as are incurred by the owners and/or service organization for the common purposes.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and scales on the day, month and year first above written.

WITNESSES

- 1) Santanu Ghosh
S/o, H.N.K. Ghosh.
Alipore Police Cant,
Kolkata-27.
- 2) Tamanna Kher
21, Anandapally
Kolkata-93.

Anjit Ganguly

Roy. (ADITI ROY)

SIGNATURE OF THE OWNERS

SAS CONSTRUCTION

Anup Das
Proprietor

SIGNATURE OF THE DEVELOPER



District Sub-Registrar-II
Alipore, South 24 Parganas

19 JAN 2021

MEMO OF CONSIDERATION

Received the above mentioned sum of Rs 30,00,000/= (Rupees Thirty Lakh) only from the above mentioned Developer as full consideration as per memo below:-

By NEFT dated 30.10.2019	Rs 14,00,000/-
By NEFT dated 27.11.2019	Rs 12,00,000/-
By cheque No-628349 dated 15.09.2020 Drawn on Punjab National Bank	Rs 1,00,000/-
By cheque No-628350 dated 15.09.2020 Drawn on Punjab National Bank	Rs 1,00,000/-
By cash	Rs 1,00,000/-
By cheque No-361350 dated 12.01.2021 Drawn on State Bank	Rs 1,00,000/-

TOTAL Rs 30,00,000/=

(Rupees Thirty Lakh) only

WITNESSES :

- 1) Santanu Ghosh
Sp, Mr. N.K. Ghosh.
Alipore Police Court,
Kolkata - 27.
- 2) Tamanna Kar
21, Anandapally.
Kolkata - 93


Anjit Ganguly

Roy (ADITI ROY)

Drafted & prepared as per
instruction of Owners & Developer :

Subhendu Bikas Ghosh
Advocate WB/689/83
Alipore Judges Court
Kolkata - 700027




District Sub-Registrar-II
Alipore, South 24 Parganas

19 JAN 2021



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name Avijit Ganguly

Signature Avijit Ganguly



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name Aditi Roy

Signature Aditi Roy



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name Anand Das

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature



~~District Sub-Registrar-II~~
~~Alipore, South 24 Parganas~~

19 JAN 2021

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ANUP DAS
RAMESH CHANDRA DAS
11/02/1978



Permanent Account Number

AMZPD9921E



Anup Das
Signature

Anup Das



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-202021-020490809-8
GRN Date: 16/01/2021 10:24:26
BRN : 2834942620016
SBI ePay txn No. : 202101636504631

Payment Mode : Debit Card-MASTER
Payment Gateway SBI EPay-State Bank of India New PG
BRN Date: 16/01/2021 10:26:49
SBI ePay txn Date. 16/01/2021 10:26:16

DEPOSITOR'S DETAILS

Name : ANUP DAS Id No. : 2000046007/2/2021
Contact No. null
E-mail : Mobile No. +91 9331226405
Address : 42 MG ROAD KOLKATA82
User Type : Others

Query Year

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2000046007/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	30021
2	2000046007/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	7021
			Total Amount	37042

In Words : Rupees Thirty Seven Thousand Forty Two Only.



ভারতীয় বিশিষ্ট পরিচয় প্রমাণকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1178/39107/01959

To
সান্তনু ঘোষ
Santanu Ghosh
S/O: Late Niranjan Kumar Ghosh
410/341 MAHATMA GANDHI ROAD
KMC PARK KOLKATA
Haridevpur
Haridevpur
Thakurpukur Maheshtola South 24 Parganas
West Bengal 700082
9804543990

28/02/2017

25503220



MD255032207FH



আপনার আধার সংখ্যা / Your Aadhaar No. :

7476 5219 8255

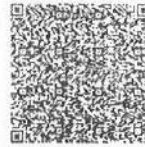
আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India



সান্তনু ঘোষ
Santanu Ghosh
জন্মতারিখ / DOB : 15/01/1973
পুরুষ / Male



7476 5219 8255

আমার আধার, আমার পরিচয়

Indent filed
stamp DD



भारत सरकार
GOVERNMENT OF INDIA



अनुप दास
ANUP DAS
जन्मतिथि/ DOB: 11/02/1978
पुरुष / MALE



2195 4573 3953

आधार-साधारण मानुषेण अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
INDIAN IDENTIFICATION AUTHORITY

ठिकाना:

B3, एम जे रोड, हरिद्वार,
कोलकाता,
पश्चिमवङ्ग - 700082

Address:

42, M.C. RD, Haridwar, South
Twenty Four Parganas,
West Bengal - 700082

2195 4573 3953

Aadhaar-Aam Admi ka Adhikar

Anup Das



Major Information of the Deed

Deed No :	I-1602-00583/2021	Date of Registration	19/01/2021
Query No / Year	1602-2000046007/2021	Office where deed is registered	
Query Date	07/01/2021 5:36:20 PM	1602-2000046007/2021	
Applicant Name, Address & Other Details	S DAS ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8240369134, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 30,00,000/-]		
Set Forth value	Market Value		
	Rs. 57,29,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,071/- (Article:48(g))	Rs. 30,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (Kabar Danga More -- Karunamoyee Ghat Road (Premises Located on M.G.Road)) , , Premises No: 8 , Ward No: 115 Pin Code : 700082







Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha		56,99,999/-	Width of Approach Road: 30 Ft.,
Grand Total :				4.95Dec	0 /-	56,99,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	0 /-	30,000 /-	



Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr AVIJIT GANGULY (Presentant) Son of Late ARUN KUMAR GANGULY Executed by: Self, Date of Execution: 19/01/2021 , Admitted by: Self, Date of Admission: 19/01/2021 ,Place : Office	 19/01/2021	 LTI 19/01/2021	 19/01/2021
38, MAHATMA GANDHI ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AOxxxxxx4B, Aadhaar No: 53xxxxxxxx8286, Status :Individual, Executed by: Self, Date of Execution: 19/01/2021 , Admitted by: Self, Date of Admission: 19/01/2021 ,Place : Office				
2	Smt ADITI ROY Wife of Late SUMIT KUMAR GANGULY Executed by: Self, Date of Execution: 19/01/2021 , Admitted by: Self, Date of Admission: 19/01/2021 ,Place : Office	 19/01/2021	 LTI 19/01/2021	 19/01/2021
38, MAHATMA GANDHI ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BCxxxxxx2E, Aadhaar No: 88xxxxxxxx7678, Status :Individual, Executed by: Self, Date of Execution: 19/01/2021 , Admitted by: Self, Date of Admission: 19/01/2021 ,Place : Office				

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature
1	DAS CONSTRUCTION 42, MAHATMA GANDHI ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 , PAN No.:: AMxxxxxx1E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



Representative Details :

Sr No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ANUP DAS Son of Late RAMESH CHANDRA DAS Date of Execution - 19/01/2021, , Admitted by: Self, Date of Admission: 19/01/2021, Place of Admission of Execution: Office	 Jan 19 2021 2:47PM	 LTI 19/01/2021	 19/01/2021
42, MAHATMA GANDHI ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx1E, Aadhaar No: 21xxxxxxxx3953 Status : Representative, Representative of : DAS CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SANTANU GHOSH Son of Late N K GHOSH ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24 -Parganas, West Bengal, India, PIN - 700027			
	19/01/2021	19/01/2021	19/01/2021
Identifier Of Mr AVIJIT GANGULY, Smt ADITI ROY, Mr ANUP DAS			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr AVIJIT GANGULY	DAS CONSTRUCTION-2.475 Dec
2	Smt ADITI ROY	DAS CONSTRUCTION-2.475 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr AVIJIT GANGULY	DAS CONSTRUCTION-50.00000000 Sq Ft
2	Smt ADITI ROY	DAS CONSTRUCTION-50.00000000 Sq Ft



On 19-01-2021

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 13:36 hrs on 19-01-2021, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Mr AVIJIT GANGULY , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 57,29,999/-

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

Execution is admitted on 19/01/2021 by 1. Mr AVIJIT GANGULY, Son of Late ARUN KUMAR GANGULY, 38, MAHATMA GANDHI ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Others, 2. Smt ADITI ROY, Wife of Late SUMIT KUMAR GANGULY, 38, MAHATMA GANDHI ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession House wife

Identified by Mr SANTANU GHOSH, , Son of Late N K GHOSH, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 19-01-2021 by Mr ANUP DAS, PROPRIETOR, DAS CONSTRUCTION, 42, MAHATMA GANDHI ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082

Identified by Mr SANTANU GHOSH, , Son of Late N K GHOSH, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 30,053/- (B = Rs 30,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 30,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/01/2021 10:26AM with Govt. Ref. No: 192020210204908098 on 16-01-2021, Amount Rs: 30,021/-, Bank: SBI EPay (SBlePay), Ref. No. 2834942620016 on 16-01-2021, 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 50/-, by online = Rs 7,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 766, Amount: Rs.50/-, Date of Purchase: 07/12/2020, Vendor name: A K SAMAJPATI

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/01/2021 10:26AM with Govt. Ref. No: 192020210204908098 on 16-01-2021, Amount Rs: 7,021/-, Bank: SBI EPay (SBlePay), Ref. No. 2834942620016 on 16-01-2021, Head of Account 0030-02-103-003-02

Samar

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2021, Page from 45968 to 46003

being No 160200583 for the year 2021.



Samar

Digitally signed by SAMAR KUMAR PRAMANICK

Date: 2021.02.08 18:04:41 +05:00

Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2021/02/08 06:04:41 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS

West Bengal.



(This document is digitally signed.)