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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

U 011831

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

✓ S. Ban

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

30 DEC 2014

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DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 30th day of
December, Two Thousand Fourteen (2014) A.D. **BETWEEN**

30 DEC 2011

30 DEC 2014

47718

No.....Rs. 100/- Date....

Name: M/S. G. P. R. S. Construction.

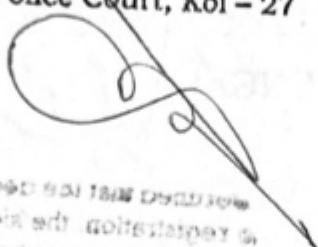
Address: 32, New Bok Krongarh, P.S., Jadavpur
12A1-32

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS
STAMP VENDOR

Alipur Police Court, Kol - 27



পুস্তকে স্বত্ত্বাদের স্বত্ত্বাদের
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Subhankar Das
32, New Bok Krongarh
Alipore, South 24 Parganas
30 DEC 2014



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1900,
Alipore, South 24 Parganas

30 DEC 2014

Sonam Basu

510 - Sri Suresh Rayen Basu

519, Poyasabagan

P.O - Las Karpur

Kol Kuta - 700153.

Service

(1) **SMT. CHHAYA RANI SAHA** wife of Late Daguram Saha, by Nationality - Indian, by faith - Hindu, by occupation - Household work, residing at L.O.P.-502, Garia Laskarpur Govt. Scheme, Block - "B", Post Office - Laskarpur, Police Station - Sonarpur, Kolkata - 700153, District - South 24 Parganas, (2) **SRI ARUN PRAKASH GHOSH**, son of Late Surendra Nath Ghosh, by Nationality - Indian, by faith - Hindu, by occupation - Service, (3) **SMT. MINA GHOSH**, wife of Sri Arun Prakash Ghosh, by Nationality - Indian, by faith - Hindu, by occupation - Household work, both are residing at C/o. Sri Susanta Ranjan Bose, 519, Laskarpur Peyara Bagan, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata - 700153, District - South 24 Parganas, hereinafter called and referred to as the "**LAND-OWNERS**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heir/heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**.

AND

M/S. G.P.R.S. CONSTRUCTION a Proprietorship firm, having its registered office at 32, New Bikramgarh, Police Station - Jadavpur, Kolkata - 700032, represented by its sole proprietor namely **SRI SHYAMAL SAHA** son of Late Nitai Saha, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 32, New Bikramgarh, Police Station - Jadavpur, Kolkata - 700032, hereinafter called and referred to as the "**BUILDER**" (which expression shall unless excluded by or repugnant to the context hereto be deemed to include his executors, administrators, legal representatives and/or assigns and/or nominee or nominees) of the **OTHER PART**.

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

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

AND WHEREAS a considerable number of such people

were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

AND WHEREAS said **SMT. CHHAYA RANI SAHA** (the **Owner No. 1** herein) was one of such persons who had come to use and occupy a piece of land particularly mentioned herein below.

AND WHEREAS said **SMT. CHHAYA RANI SAHA** (the **Owner No. 1** herein) being a refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for a plot of land for her rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan (now Bangladesh) acquired land in C.S. Dag No. 596(P) of Mouza - **Laskarpur** under Police Station - **Sonarpur** in the District 24 Parganas (South) under the provisions of L.D.P. Act, 1948/ L.A. Act I of 1894 including the plot, acquired by the said **SMT. CHHAYA RANI SAHA** (the **Owner No. 1** herein).

AND WHEREAS thereafter the Refugee Relief and

Rehabilitation Department of Government of West Bengal through the Governor gifted **ALL THAT** piece and parcel of land measuring **4 (four) Cottahs** more or less lying and situated at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. Plot/Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31 under Police Station - **Sonarpur**, Addl. District Sub-Registry Office at Sonarpur in the District of South 24 Parganas unto and in favour of said **SMT. CHHAYA RANI SAHA** (the Owner No. 1 herein) by a registered Deed of Gift which was registered on 28.07.1992 in the office of Additional District Registrar, Alipore and recorded in Book No. 1, Volume No. 14, Pages 9 to 12, Being No. 978 for the year 1992.

AND WHEREAS thus said **SMT. CHHAYA RANI SAHA** (the Owner No. 1 herein) became the sole and absolute owner of the said **ALL THAT** piece and parcel of land measuring **4 (four) Cottahs** more or less lying and situated at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. Plot/Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31 under Police Station - **Sonarpur**, Addl. District Sub-Registry Office at

Sonarpur in the District of South 24 Parganas and thereafter said **SMT. CHHAYA RANI SAHA** (the **Owner No. 1** herein) mutated her name in respect of her said property before the Rajpur-Sonarpur Municipality as Municipal Holding No. **37**, **Peyara Bagan** AND then she constructed Structured upon her said land and while said **SMT. CHHAYA RANI SAHA** (the **Owner No. 1** herein) was possessing and enjoying her said **ALL THAT** piece and parcel of bastu land measuring **4 (four) Cottahs** more or less together with Structure standing thereon, lying and situated at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. Plot/Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31, Municipal Holding No. **37, Peyara Bagan**, Kolkata - 700153 under Police Station - **Sonarpur**, Addl. District Sub-Registry Office at Sonarpur in the District of South 24 Parganas by paying the relevant rents/taxes to the appropriate authority concerned free from all sorts of encumbrances, in need of money said **SMT. CHHAYA RANI SAHA** (the **Owner No. 1** herein) sold, conveyed and transferred **ALL THAT** piece and parcel of bastu land measuring **1 (one) Cottah 12 (twelve) Chittaks 9 (nine) Sft.** more or less together with **200 Sft. R.T. Shed Structure** out

of her said land measuring **4 (four) Cottahs** more or less together with Structure standing thereon, lying and situated at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. Plot/ Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31, Municipal Holding No. **37, Peyara Bagan, Kolkata - 700153** under Police Station - **Sonarpur**, Addl. District Sub-Registry Office at Sonarpur in the District of South 24 Parganas TO AND IN FAVOUR OF said **SRI ARUN PRAKASH GHOSH** (the Owner No. 2 herein) and **SMT. MINA GHOSH** (the Owner No. 3 herein) BY virtue of a registered Deed of Conveyance which was duly registered on 22.09.2004 at the Office of District Sub-Registrar-IV at Alipore, South 24 Parganas and recorded at Book No. I, Volume No. 31, Pages 1348 to 1368, Being No. 05120 for the year 2004.

AND WHEREAS thus said **SRI ARUN PRAKASH GHOSH** (the Owner No. 2 herein) and **SMT. MINA GHOSH** (the Owner No. 3 herein) became the joint owners of the said ALL THAT piece and parcel of bastu land measuring **1 (one) Cottah 12 (twelve) Chittaks 9 (nine) Sft.** more or less

together with **200 Sft. R.T. Shed Structure** standing thereon, lying and situated at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. Plot/Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31, under Police Station - **Sonarpur**, Addl. District Sub-Registry Office at Sonarpur in the District of South 24 Parganas AND thereafter said **SRI ARUN PRAKASH GHOSH** (the **Owner No. 2** herein) and **SMT. MINA GHOSH** (the **Owner No. 3** herein) jointly mutated their names in respect of their said property before the **Rajpur-Sonarpur Municipality** as Municipal Holding No. **507, Peyara Bagan.**

AND WHEREAS after sale of the said land from her said property, said **SMT. CHHAYA RANI SAHA** (the **Owner No. 1** herein) became the owner of **remaining** land measuring **2 (two) Cottahs 3 (three) Chittaks 36 (thirty six) Sft.** more or less together with **200 Sft. R.T. Shed Structure** standing thereon, lying and situated at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. Plot/Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31, Municipal Holding No. **37, Peyara Bagan, Kolkata - 700153** under Police Station - **Sonarpur**, Addl. District Sub-

Registry Office at Sonarpur in the District of South 24 Parganas and while they were possessing and enjoying their said property free from all sorts of encumbrances, in order to enjoy the said two properties properly and in a convenient way both the parties hereto have decided and agreed mutually to exchange and transfer between them each of their respective **undivided ½ th share of land and structure to each other** from their aforesaid respective area of land and structure with an intention to amalgamate the said **two land** into a **single land-holding** area without impairing each of their respective proportionate ownership of land and thereafter said **SMT. CHHAYA RANI SAHA** (the Owner No. 1 herein) conveyed her **undivided ½th share** out of land measuring 2 (two) Cottahs 3 (three) Chittaks 36 (thirty six) Sft. alongwith **undivided ½th share** said **R.T. Shed structure** measuring about 200 Sft. standing thereon lying and situated at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. Plot/ Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31, Municipal Holding No. 37, **Peyara Bagan**, Kolkata - 700153 under Police Station - **Sonarpur**, Addl. District Sub-Registry Office at

Sonarpur in the District of South 24 Parganas from **her** said property TO AND IN FAVOUR OF said **SRI ARUN PRAKASH GHOSH** (the Owner No. 2 herein) and **SMT. MINA GHOSH** (the Owner No. 3 herein) AND accordingly, said **SRI ARUN PRAKASH GHOSH** (the Owner No. 2 herein) and **SMT. MINA GHOSH** (the Owner No. 3 herein) conveyed their **undivided ½th share** out of bastu land measuring 1 (one) Cottah 12 (twelve) Chittaks 9 (nine) Sft. more or less together with **undivided ½th share** of said **R.T. Shed structure** measuring about 200 Sft. standing thereon, lying and sitauted at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. Plot/Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31, Municipal Holding No. **507, Peyara Bagan, Kolkata - 700153** under Police Station - **Sonarpur**, Addl. District Sub-Registry Office at Sonarpur in the District of South 24 Parganas from **their** property TO ANN IN FAVOUR OF said **SMT. CHHAYA RANI SAHA** (the Owner No. 1 herein) BY executing and registering a **DEED OF EXCHANGE** which was duly registered on 09.09.2014 at the Office of District Sub-Registrar-IV, Alipore, South 24 Parganas and recorded at Book No. I, CD Volume No. 40, Pages 411 to 464, Deed No. 06968 for the

year 2014.

AND WHEREAS by strength of the said registered DEED OF EXCHANGE vide Deed No. 06968 for the year 2014 at the Office of District Sub-Registrar-IV, Alipore, the **Owners/First Party** herein became the joint owners of **ALL THAT** piece and parcel of **bastu** land measuring more or less **4 (four)** **Cottahs** together with R.T. Shed Structure having a total area of **400 Sft.** more or less standing thereon, lying and situated at lying and sitauted at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. Plot/Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31, Municipal Holding No. 37, (37) **Peyara Bagan**, Kolkata - 700153 under Police Station - **Sonarpur**, Addl. District Sub-Registry Office at Sonarpur in the District of South 24 Parganas AND thereafter the **Owners/First Party** herein mutated their names in respect of their said property before the Rajpur-Sonarpur Municipality as Municipal Holding No. 37, (37) **Peyara Bagan**, Kolkata - 700153 AND since then the **Owners/First Party** herein have been jointly possessing and enjoyoing their said property free from all sorts of

encumbrances.

AND WHEREAS the Owners/First Party herein intend to raise a **Multi** Storeyed building on the said premises and the Builder herein agreed to construct such building at his own costs on the basis of Joint Venture subject to certain terms and conditions contained herein.

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

1. **DEFINITION** : In this agreement, unless the context otherwise requires.

a) **OWNERS** - shall mean (1) **SMT. CHHAYA RANI SAHA**, (2) **SRI ARUN PRAKASH GHOSH** and (3) **SMT. MINA GHOSH** which include their heir/heirs, executors, administrators, successors, legal representatives and/or permitted assigns.

b) **BUILDER** - shall mean said **M/S. G.P.R.S.** **CONSTRUCTION** a Proprietorship firm, having its registered office at 32, New Bikramgarh, Police Station -

Jadavpur, Kolkata - 700032, represented by its sole proprietor namely **SRI SHYAMAL SAHA** son of Late Nitai Saha, residing at 32, New Bikramgarh, Police Station - Jadavpur, Kolkata - 700032 which include his heir/heirs, executors, administrators, successors, legal representatives and/or permitted assigns.

c) **PROPERTY** - shall mean entirely the land measuring **4 (four) Cottahs** more or less lying and situated at lying and sitauted at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. Plot/Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31, Municipal Holding No. 37, (37) **Peyara Bagan**, Kolkata - 700153 under Police Station - **Sonarpur**, Addl. District Sub-Registry Office at Sonarpur in the District of South 24 Parganas morefully described in the Schedule 'A' hereunder written.

d) **BUILDING** - shall mean building/project/ownership housing Abasan and Housing to be constructed on the aforesaid Premises including all sorts of constructions in

*accordance with the Plan as sanctioned by the **Rajpur-Sonarpur Municipality** and/or appropriate authority as described in Schedule- "B".*

e) **COMMON FACILITIES AND AMENITIES** - shall include corridors, stair-ways, passage way, drive-ways, electricity, pump room and overhead and underground water reservoir, water pump and motor and other facilities and proportionate share of land which will be required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building or the buildings, which remain exclusive property of the Building and the Owner in proportionate share as stated hereunder.

f) **SALEABLE SPACE** - shall mean the built up space in the Multi-Storeyed Building available for independent use and occupation after making the due provisions for common facilities and the space required thereof save and except the Owners' Allocation.

g) **OWNERS' ALLOCATION -**

*The Owner No. 1 herein namely **SMT. CHHAYA RANI SAHA** herein will get **one** self contained **2 BHK** residential flat on the on the **Top** floor, having a built-up area **600 Sft.** more or less, another one **1 BHK** residential flat on the **First** floor, having a built-up area **350 Sft.** more or less along with **non-refundable** amount of **Rs. 8,00,000/-** - (Rupees **Eight Lacs** only) which will be paid by the Builder to the Owner No. 1 herein as per the PAYMENT SCHEDULE as mentioned herein below.*

PAYMENT SCHEDULE

#	<i>At the time of signing this M.O.U.</i>	Rs.	<i>1,00,000/-</i>
#	<i>After getting building sanctioned plan from the competent authority</i>	Rs.	<i>50,000/-</i>
#	<i>At the time of delivery of the Owner's Allocation by the Builder herein</i>	Rs.	<i>6,50,000/-</i>
Total			<i>8,00,000/-</i>

*The Owner Nos. 2 & 3 herein namely **SRI ARUN PRAKASH GHOSH** and **SMT. MINA GHOSH** herein will get **one** self contained **2 BHK** residential flat on the on the **First** floor, having a built-up area **600 Sft.** more or less along with **non-refundable** amount of **Rs. 7,00,000/-** (Rupees **Seven Lacs** only) which will be paid*

by the Builder to the **Owners No. 2 & 3** herein as per the **PAYMENT SCHEDULE** as mentioned herein below.

PAYMENT SCHEDULE

#	<i>At the time of signing this M.O.U.</i>	Rs.	1,00,000/-
#	<i>At the time of delivery of the Owners' Allocation by the Builder herein</i>	Rs.	6,00,000/-
Total			7,00,000/-

h) **BUILDER ALLOCATION** - *remaining F.A.R. of the said proposed multi-Storeyed Building together with undivided impartible proportionate share of the said land and easement right of common areas of the said premises. The Builder's allocation has been morefully and particularly described in the Schedule-D hereunder written.*

i) **ARCHITECT/ENGINEER** - shall mean ARCHITECT/ENGINEER who have been appointed by the Builder for designing and planning of the building.

j) **TRANSFER** - with its grammatical variations shall

include transfer by possession or by any other means adopted for effecting what is understood as a transfer of space in residential multi-Storeyed building to Purchasers thereof although the same may not amount to a transfer in law.

- k) **TRANSFeree** - shall mean a person, firm, limited company Association of person to whom, any space in the Multi Storeyed Building has been transferred for residence only.
- l) **UNIT OR SPACE FOR OCCUPATION AND SALE** - shall mean the Super Built up space in the Multi Storeyed Building available for occupation by the transferees/ Purchasers.
- m) **SUPER BUILT UP AREA** - shall mean and include for the determination of the payable area for the intending purchaser. The Owners/ builder shall take into account the total plinth area the building, stair-cases, corridors, lobbies and other areas which may be suggested by the Architect of the Builder time to time and in the regard of the decision of the intending Architect. However in no

case the Super build up area of the building will not be less than 20% of the total covered or plinth area of the building.

- n) **WORD** - shall mean importing Singular shall include Plural and vice-versa.*
- o) **WORDS** - shall mean importing Masculine Gender shall include Feminine and Neuter Genders, like wise Words importing feminine genders include masculine and neuter genders and similar word importing genders shall includes masculine and feminine genders.*

2. TERMS AND CONDITIONS :

- a) The Owners shall deliver vacant possession of the Schedule-A Land (hereinafter referred to and called as the Land) to the Builder a **Multi Storeyed Building/ Ownership Housing Complex** thereon.*
- b) The Owners shall have no responsibilities for the proposed Project/Construct except to deliver vacant possession of land and sign on relevant papers and documents as and when required by the Builder.*

b.ii) *Time is essence of contract/agreement.*

c) *The Owners before execution of this Agreement handed over to the Builder photo copies of all documents relating to the land and construction of the said Building also shown the original documents as were necessary and required by the Builder.*

d) *The Builder prepared Plan of the Multi Storeyed Building and got it Sketch and shall construct, erect and complete the Owners allocation in building first of all with common facilities, amenities on the land and building in accordance with the sketch plan with good and standard materials as specified in Schedule- "E" at their own costs within **24 (twenty four) months** from the **date of sanction of the Building Plan** from the competent authority. It is hereby noted that the said period may be extended for only **six months** in case of any natural calamity such as heavy rain, floods, earthquake and legal dispute.*

e) *The Builder shall have the right to display sign board on the land inviting the intending or prospective buyers of*

flats.

f) *The Builder only shall have rights to receive sum of money from the intending buyers as advance against the selected flats as chosen by them for the construction or for the constructed building in respect of the **Builder's share** and price of any flat shall be fixed or settled by the Builder only in super session of the monetary clause in the registered Power of Attorney mentioned hereinafter. The Owners of the land will have nothing to do in the matter. The Builder or their men/agents shall not receive any money from the intending purchaser/purchasers of flats in the name or on behalf of the Owners of land.*

g) *The Builder after completion of construction of the Owners allocation first of all providing with all the amenities such as water supply, electricity, sewerage etc. which are essential for comfortable living and without doing so the Builder shall neither handover possession of the flats to the buyers or intending Purchasers nor execute and register Sale Deed in their favour. The Builder before putting the Owners in possession of their flats along with notice of giving delivery of possession.*

If it is found that any electricity bill or municipal taxes or land rent is/are due/outstanding before the competent authority before the period of taking over the possession of the said premises from the Owners by Builder herein, then the land-Owners herein shall be bound to pay said due/outstanding bill/rents/taxes to concerned authorities.

The Builder shall pay all rents/taxes/bill in respect of the said property for the period of taking over the possession of the land from the Owners and till possession is handover to the Owners and the Purchaser of flats. After getting the Owners' allocation from the Builder, the Owners herein shall be bound to pay their individual taxes to the competent authority.

- h) The Owners of the flats shall not use vacant space of the Multi Storeyed building for the purpose of Car Parking Space/Commercial Space and dustbin.*
- i) The Builder shall construct the Multi Storeyed Building in accordance with sanctioned Plan and terms of the agreement. The Owners if desire in respect of their flats any change, addition, alteration and renovation may get*

it done on payment of different costs of price of materials required for this purpose, provided such changes not legally bared by the competent authority which may be demand by the Builder. The cost of materials shall be given in cash to the Builder by the Owners in advance.

- j) In case the Builder at first complete construction of the portion of allocation of the Owners and put them in possession thereof as per terms and conditions mentioned earlier the Owners shall not prevent the Builder from carrying out construction of their portion of allotment.*
- k) The Builder shall execute Sale Deed in respect of their flats and the Owners shall also be Vendors Party to the Sale Deed at the time of registration provided the construction of the Multi Storeyed Building is made legally and terms and conditions of this agreement are complied with. The Owners shall not remain liable to the Purchasers in any matters mentioned in the Sale Deed excepting saleable title of the land of the Multi Storeyed Building.*
- l) The Owners and the Builder shall have proportionate right, title and interest proportionate to their respective allocation of share in the land as well as all constructions,*

*amenities made and provided in the Premises whereon
the Multi Storeyed Building stands.*

- m) All Owners of the Multi Storeyed Building shall enjoy
common right of pumping water, sewerage, electricity,
passage, stair-case, overhead tank and for enjoyment of
common services and amenities, they shall form the Multi
Storeyed Building, Owners' Association or Body or in any
other name for maintenance and cost of maintenance
will be borne by the Owners proportionately. This
provision shall contain in the Deed of Sale of the
Purchasers of the Flats.*
- n) The layout/construction/materials of the building may
be altered if required for cause of betterment and/or
statutory obligation and the Owners shall bound to do
that.*
- o) The Owners will execute and register a General Power
of Attorney in favour of the **Builder herein** namely **SRI**
SHYAMAL SAHA within **7 (seven) days** from the date
of signing this Agreement for the purpose of construction
of the Multi Storeyed Building in Schedule land and also
to sign on behalf of the Owners for the purpose of selling*

of the Builders/Developers' Allocation only.

- p) The dispute between the Owners of the land and the Builder if arises for any matter shall be resolved amicably by biparietal negotiation and if necessary help of a common well wisher may be availed of before going to the Court of Law.*
- q) The Builder shall have the right to take loan or advance from any prospective buyer or Financial Institution or Bank against the promotion of Ownersship Housing in terms and conditions as if deems fit and proper. But in doing so the Builder must keep the share of the Owners free from any sort of liabilities and encumbrances.*
- r) The decision of the Builder on Planning, Design, Interior and Exterior Decoration, and other things, relating to the construction of the Building shall be final subject to suggestion, if not imparible at all, of the Owners.*
- s) The Deed of Conveyance to be executed in favour of the Purchasers of the flats shall contain provision of payment of House Tax rigidly so that the Owners are not in any way face problems in any manner as indicated in above clause.*

- t) *The Deed of Conveyance shall also contain that the Purchaser of the flats shall not throw, accumulate any dirt, rubbish, waste on the ground floor under any circumstances.*
- u) *The Owners shall not be liable for any acts, obligations and misconduct of the Builder towards their intending Purchaser/Purchasers of the flats.*
- v) *That the Common rights and facilities including roof right are enjoyable by the Owners and Builder or their Purchaser of the Flat. None will be entitled to sell common rights and facilities.*
- iv) *That Builder herein will demolish the existing building at his own costs and expenses and all the broken material of the existing structure will be taken by the Builder herein, the Owners herein will not demand for the same.*
- x) *That one **Shifting charges @ Rs. 4,500/- more or less per month** for the Owners/First Party herein shall be borne by the Builder/Second Party herein.*
- x) *That if the Owners/First Party herein in future intends*

to sell/convey/transfer her allocated portion i.e. Owners' allocation, then the Owners/First Party herein will firstly offer the Builder/Developer for selling the same at the then market price or at a little less than market price and for selling the same, the Owners/First Party herein will execute and register General Power of Attorney to and in favour of the Builder/Developer herein.

SCHEDULE OF LAND 'A' ABOVE REFERRED TO :

ALL THAT piece and parcel ***bastu*** land measuring more or less **4 (four) Cottahs** together with R.T. Shed Structure having a total area of **400 Sft.** more or less standing thereon, lying and situated at lying and sitauted at Mouza - Laskarpur, J.L. No. 57, L.O.P. No. 502, C.S. & R.S. Plot/Dag No. 596 (P), presently within the limits of the **Rajpur-Sonarpur Municipality** under Ward No. 31, Municipal Holding No. **37**,
(37) **Peyara Bagan**, Kolkata - 700153 under Police Station - **Sonarpur**, Addl. District Sub-Registry Office at Sonarpur in the District of South 24 Parganas. It is butted and bounded as follows :-

On the North :- 16'-0" wide Municipal Road & Club's
Play Ground.

On the South :- Others Property.

On the East :- Property of Jaykrishna Saha & others.

On the West :- Property of Mr. Dutta.

THE SCHEDULE 'B' ABOVE REFERRED TO :

(Construction on said Land)

ALL THAT the residential a **Multi Storeyed Building**
having different flats together with other constructions such
as passage, stair-case, overhead tank, motor and pumpset,
electric wiring, motor & pump set, vacant space and any other
construction for common use and rights of the occupants of
the flats.

SCHEDULE 'C' ABOVE REFERRED TO:

(Allocation of the Owners of the Land)

The Owner No. 1 herein namely **SMT. CHHAYA RANI SAHA** herein will get **one** self contained **2 BHK** residential **flat** on the **on the Top** floor, having a built-up area **600 Sft.** more or less, another one **1 BHK** residential flat on the **First** floor, having a built-up area **350 Sft.** more or less along with **non-refundable** amount of **Rs. 8,00,000/-** (Rupees **Eight Lacs** only) which will be paid by the Builder to the Owner No. 1 herein as per the PAYMENT SCHEDULE as mentioned herein before.

The Owner Nos. 2 & 3 herein namely **SRI ARUN PRAKASH GHOSH** and **SMT. MINA GHOSH** herein will get **one** self contained **2 BHK** residential **flat** on the **on the First** floor, having a built-up area **600 Sft.** more or less along with **non-refundable** amount of **Rs. 7,00,000/-** (Rupees **Seven Lacs** only) which will be paid by the Builder to the Owners No. 2 & 3 herein as per the PAYMENT SCHEDULE as mentioned herein before together with undivided imitable proportionate share

of the said land and easement right of common areas of the said premises.

THE SCHEDULE 'D' ABOVE REFERRED TO :

(Allocation of the Builder)

ALL THAT shall mean **remaining F.A.R.** of the said proposed multi-Storeyed Building together with undivided imparible proportionate share of the said land and easement right of common areas of the said premises .

THE SCHEDULE 'E' ABOVE REFERRED TO :

SPECIFICATION OF MATERIALS TO BE USED IN CONSTRUCTION

Building : *R.C.C. framed building.*

Walls : *Exterior brick walls shall be 8" thick and all partition walls shall be 3" thick.*

Flooring : *Floor of the toilets of the flats will be **marble** flooring and remaining floor of the said flats will be **floor tiles** (branded).*

Toilet

: *One Comode, one Cistern, one Basin, one Shower all white.*

Kitchen

: *A black stone cooking platform with black stone steel sink and one tap along with 2' height white glazed tiles upon the cooking platform.*

Door

: *Main Door Wooden frames and hot pressed flush door with primer paint.*

Window

: *Steel frame and panel fitting glass with M.S. Grill with primer paint.*

Electricals

: *Concealed ISI copper wiring with standard quality switches and plug sockets, with necessary light and fan points but without light fitting and fan.*

Outside Building

: *Cement paint finish.*

Inside Walls

: *Plaster of Paris finish.*

Water

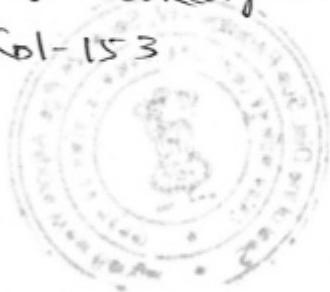
: *Underground reservoir with pump and overhead tank.*

- : (31) : -

IN WITNESS WHEREOF the parties hereto do hereby set and subscribed their respective hands and seals to these presents the day, month and year first above written.

**SIGNED, SEALED &
DELIVERED at Kolkata
in the presence of
WITNESSES :-**

1. Soumen Bose
519, Pargatabagan
P.O - Lekharpur
Kol - 153



2. Gopal Dutt
Alipore Police Court
Kol - 27

1. শুভেন্দু রামা স্যার
FSPPS 7782M

2. Arun Prokash Ghose
AHBPG - 6743C

3. Mina Ghose
BGBPG 9345D

SIGNATURE OF THE LANDOWNERS

GPRS Construction
Shyamal Saha,
Proprietor
PAN - ATQPS 3753D
SIGNATURE OF THE BUILDERS

Drafted by me,

Dipankar Rakraborty
Advocate

Alipore Police Court,
Kolkata - 700027.

Enrolment No. WB/132102

Computer printed at :-
Panchanantala Lane,
Kolkata - 700034.

By : S. S. Sarkar
(S. S. Sarkar)

MEMO OF CONSIDERATION

RECEIVED of and from the withinmentioned Builder withinmentioned sum of Rs. **1,00,000/- (Rupees One Lac)** only as per memo below:-

MEMO

<u>CHEQUE NO./ CASH</u>	<u>DATE</u>	<u>BANK & BRANCH</u>	<u>AMOUNT (RS.)</u>
By Cash	- - -	-	Rs. 1,00,000/- (
			Total Rs. 1,00,000/-

(Rupees One Lac Only)

WITNESSES :-

1. Sonam Bose
519, Pagarabagan
P.O - Laskarpur
Kol-153

ছায়া রানী সহা

**SIGNATURE OF THE LAND-OWNER NO. 1 herein
namely CHHAYA RANI SAHA**

2. Gapalik Dutta
Aripur Palas road
Kol-27

MEMO OF CONSIDERATION

RECEIVED of and from the withinmentioned Builder withinmentioned sum of Rs. **1,00,000/-** (Rupees **One Lac**) only as per memo below:-

MEMO

<u>CHEQUE NO./ CASH</u>	<u>DATE</u>	<u>BANK & BRANCH</u>	<u>AMOUNT (RS.)</u>
By Cash	- - -		Rs. 1,00,000/-
			1,00,000/-

(Rupees One Lac Only)

WITNESSES :-

1. Sonam Rose
519, Pegarabsagan
P.O.-Laskarpara
Kolkata-153

1. Arun Prokash Ghose

2. Mina Ghose

**SIGNATURE OF THE LAND-OWNER NO. 2 herein
namely ARUN PRAKASH GHOSH &
MINA GHOSH**

2. Gapal d'ates
Aripur Salines coast
Kot-27

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 10152 / 2014, Deed No. (Book - I , 09728/2014)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Arun Prakash Ghosh C/o Susanta Ranjan Bose 519 Laskarpur Peyara Bagan, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153	 30/12/2014	 LTI 30/12/2014	<i>Arun Prakash Ghose</i> 30/12/2014

II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Chhaya Rani Saha Address -L O P -502 Garia Laskarpur Govt Scheme Block B, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153	Self	 30/12/2014	 LTI 30/12/2014	<i>Chhaya Rani Saha 30/12/2014</i>
2	Arun Prakash Ghosh Address -C/o Susanta Ranjan Bose 519 Laskarpur Peyara Bagan, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153	Self	 30/12/2014	 LTI 30/12/2014	<i>Arun Prakash Ghose</i>
3	Mina Ghosh Address -C/o Susanta Ranjan Bose 519 Laskarpur Peyara Bagan, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153	Self	 30/12/2014	 LTI 30/12/2014	<i>Mina ghose</i>
4	Shyamal Saha Address -32 New Bikramgarh, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032	Self	 30/12/2014	 LTI 30/12/2014	<i>Shyamal Saha</i>

Name of Identifier of above Person(s)

Soumen Bose
519 Peyarabagan, District:-South 24-Parganas
WEST BENGAL, India, Pin :-700153

Signature of Identifier with Date

*Soumen Bose
30/12/14*



Al Hasan
(Md.Shadman)

DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 09728 of 2014
(Serial No. 10152 of 2014 and Query No. 1604L000022669 of 2014)

On 30/12/2014

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 : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 2242.00/-, on 30/12/2014

(Under Article : B = 2189/- ,E = 21/- ,H = 28/- ,M(b) = 4/- on 30/12/2014)

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.-27,19,997/-

Certified that the required stamp duty of this document is Rs.- 5021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 5000/- is paid , by the draft number 781086, Draft Date 29/12/2014, Bank : State Bank of India, ALIPORE COURT TREASRY BR, received on 30/12/2014

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

Presented for registration at 11.35 hrs on :30/12/2014, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Arun Prakash Ghosh , one of the Executants.

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

Execution is admitted on 30/12/2014 by

1. Chhaya Rani Saha, wife of Late Daguram Saha , L O P -502 Garia Laskarpur Govt Scheme Block B, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153, By Caste Hindu, By Profession : House wife
2. Arun Prakash Ghosh, son of Late Surendra Nath Ghosh , C/o Susanta Ranjan Bose 519 Laskarpur Peyara Bagan, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153, By Caste Hindu, By Profession : Service
3. Mina Ghosh, wife of Arun Prakash Ghosh , C/o Susanta Ranjan Bose 519 Laskarpur Peyara Bagan, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153, By Caste Hindu, By Profession : House wife



(Md.Shadman)

DISTRICT SUB-REGISTRAR-IV

Endorsement Page 1 of 2



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 09728 of 2014
(Serial No. 10152 of 2014 and Query No. 1604L000022669 of 2014)

4. Shyamal Saha

Developer/prprietor, M/s G P R S Construction, 32 New Bikramgarh, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032.
, By Profession : Business

Identified By Soumen Bose, son of Susanta Ranjan Bose, 519 Peyarabagan, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700153, By Caste: Hindu, By Profession: Service.

(Md. Shadman)
DISTRICT SUB-REGISTRAR-IV



(Md. Shadman)
DISTRICT SUB-REGISTRAR-IV

Endorsement Page 2 of 2

Thumb 1st finger Middle Finger Ring Finger Small Finger

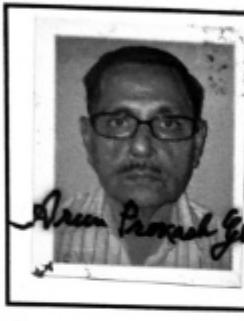


	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

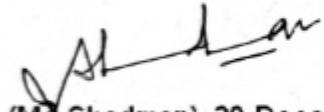
Name

Signature

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 58
Page from 450 to 488
being No 09728 for the year 2014.




(Md. Shadman) 30-December-2014
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal