

एंक सौ रुपये

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Rs. 100

ONE **HUNDRED RUPEES**

भारत INDIA 🐭 🐭 INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AR 358276

g. No. 2000 Guile 20027.

Certified the the document is admitted to registration. The Signature sheet and the endorsement shorts attached with this document are the part of this document.

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Addl. District Sub-Registrar 0 8 DEC 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at Kolkata on this the Two Thousand and Twenty Three (2023) December

BETWEEN

J/S. SAMANTA ENTERPRISE Proprietor



D.S.R Behala

C B DEC 2023

1) Soham-Kar Son of - Sib nath Kar 37, Bechu chatterjee strak Kor 700 009

Major Information of the Deed

Deed No :	I-1607-13724/2023	Date of Registration 08/12/2023		
Query No / Year	1607-2002964118/2023	Office where deed is registered		
Query Date	03/12/2023 5:27:07 PM	A.D.S.R. BEHALA, District: South 24-Parganas		
Applicant Name, Address & Other Details	SAMANTA ENTERPRISE 72, BHUBAN MOHAN ROY ROA WEST BENGAL, PIN - 700008, N	AD, Thana: Thakurpukur, District: South 24-Parganas, Mobile No.: 8240611450, Status: Buyer/Claimant		
Transaction		Additional Transaction		
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value		Market Value		
Rs. 2)-		Rs. 33,85,997/-		
Stampduty Paid(SD)	HOURS OF THE PARTY OF THE PARTY.	Penistration Eco Paid		
Rs. 7 020:- (Article:48(g))	The state of the s	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip.(Urba		

Land Details:

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Vidyasagar Sarani, Road Zone: (Premises Not located on J L Sarani (Ward 123,124) --),, Premises No: 34,, Ward No: 123 Piri Code: 700008

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	The contract of the contract o	Market Value (in Rs.)	Other Details
L1.	(RS:-)		Bastu		3 Katha 15 Chatak 11 Sq Ft	1000	28,45,997/-	Width of Approach Road: 14 Ft.,
	Grand	Total:			6.5221Dec	1/-	28,45,997 /-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (in Rs.)	(In Rs.)	
S1	On Land L1	800 Sq Ft.	1/-	5,40,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total:	800 sq ft	11-	5,40,000 /-	



Land Lord Details :

SI No	Name, Address, Photo, Finger	orint and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Mrs KUHU KAR Wife of SIBNATH KAR Executed by: Self, Date of Execution: 08/12/2023 Admitted by: Self, Date of Admission: 08/12/2023 ,Place Office		Captured	Khu Kar
		06/12/9823	LTI 06/12/2023	98/12/2023
	37, BECHU CHATTERJEE STR Kolkata, West Bengal, India, Citizen of: India, PAN No.:: Executed by: Self, Date of E , Admitted by: Self, Date of	ARXXXXXXZM, A	dhaar No: 55xx	TREET, P.S:-Amharst Street, District:- Caste: Hindu, Occupation: House wife xxxxxx9154, Status :Individual,

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	SAMANTA ENTERPRISE 72. BHUBAN MOHAN ROY ROAD., City:-, P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Berigal, India, PIN:- 700008, PAN No.:: AZxxxxxx7D, Aadhaar No Not Provided by UIDAI, Status: Organization,

Representative Details:

١,	Name	Photo	Finger Print	Signature
Oct belong in the second of	Mr ASHIS SAMANTA (Presentant) Son of Late KALYANMOY SAMANTA Date of Execution - 08/12/2023, Admitted by: Self, Date of Admission: 08/12/2023, Place of Admission: Office	A.	Captured	Ashii Coment
Ì		Dec 6 2023 11:50AM	LTI 99/12/2022	Thakurpukur, District:-South 24-

Identifier Details:

Name	Photo	Finger Print	Signature
Mr SOHAM KAR Son of Mr Silsnath KAR 37. BECHU CHATTERJEE STREET, City - P O: AMHARST STREET, P.S Arnharal Street, District: Kolkata, West Bengat Judia, PIN - 700009	a	Captured	Potence - Waster
Identifier Of Mrs KUHU KAR, Mr ASH	08/12/2023	08/12/2023	08/12/2023

Trans	fer of property for L	1
	From	To. with area (Name-Area)
	Mrs KUHU KAR	SAMANTA ENTERPRISE 6 52208 Dec
Trans	fer of property for S	1
SLNo	From	To. with area (Name-Area)
1	Mr., KUHU KAR	SAMANTA ENTERPRISE-800.000000000 Sq Ft

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Endorsement For Deed Number : 1 - 160713724 / 2023

On 05-12-2023

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. 33.85 9377.

Bling.

Souray Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA

South 24-Parganas, West Bengal

On 08-12-2023

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (9) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 45(1).W.B. Registration Rules, 1962)

Presented for registration at 11:47 hrs. on 08-12-2023, at the Office of the A.D.S.R. BEHALA by Mr. ASHIS SAMANTA

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

Execution is admitted on 08/12/2023 by Mrs KUHU KAR, Wife of SIBNATH KAR, 37, BECHU CHATTERJEE STREET., P.O. AMHARST STREET, Thana: Amharst Street, , Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu. by Profession House wife

Indetified by Mr SOHAM KAR, , , Son of Mr SIBNATH KAR, 37, BECHU CHATTERJEE STREET, P.O: AMHARST STREET. Thana: Amharst Street, , Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Others.

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

Execution is admitted on 08-12-2023 by Mr ASHIS SAMANTA, PROPRIETOR, SAMANTA ENTERPRISE, 72, BHUBAN MOHAN ROY ROAD,, City:-, P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr SOHAM KAR, . . Son of Mr SIBNATH KAR, 37, BECHU CHATTERJEE STREET, P.O. AMHARST STREET, Thana: Amharst Street, . Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Others.

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/12/2023 3:52PM with Govt. Ref. No: 192023240309485798 on 06-12-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 2971865120233 on 06-12-2023, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,920/Description of Stamp

 Stamp: Type: Impressed, Serial no 358276, Amount: Rs.100.00/-, Date of Purchase: 06/12/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/12/2023 3:52PM with Govt. Ref. No: 192023240309485798 on 06-12-2023, Amount Rs: 6,920/-, Bank: SBI EPay (SBIePay), Ref. No. 2971865120233 on 06-12-2023, Head of Account 0030-02-103-003-02

Bul.

Sourav Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

te of Registration under section 60 and Rule 69. tered in Book - I

lume number 1607-2023, Page from 406792 to 406834 being No 160713724 for the year 2023.



Digitally signed by SOURAV CHAKRABORTY Date: 2023.12.15 14:21:11 +05:30 Reason: Digital Signing of Deed.

(Sourav Chakraborty) 15/12/2023 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BEHALA West Bengal.

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Document is digitally signed.

ACE Scanner

Dann 47 of 47

Kuhu Kar

MRS. KUHU KAR (PAN ARCPK2212M & AADHAAR NO. 5573 0779 9154), Wife of Mr. Sibnath Kar and Daughter of Late Sudhanshu Ghose alias Sudhansu Ghosh, by Nationality Indian, by religion Hindu, by Occupation – Housewife, residing at 37, Bechu Chatterjee Street, Post Office Amharst Street, Police Station Amharst Street, Kolkata – 700009, West Bengal, hereinafter called and referred to as "OWNER/FIRST PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the FIRST PART:

AND

M/S. SAMANTA ENTERPRISE, a sole Proprietorship Firm, having its Office at 72, Bhuban Mohan Roy Road, P.O. Barisha, Police Station Thakurpukur presently Haridevpur, Kolkata - 700008, District South 24 Parganas, represented by its sole Proprietor MR. ASHIS SAMANTA (PAN AZKPS2967D & AADHAAR NO. 5963 3866 5890), Son of Late Kalyanmoy Samanta, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at 72, Bhuban Mohan Roy Road, P.O. Barisha, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008, District South 24 Parganas, hereinafter called and referred to as the "DEVELOPER/ SECOND PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, legal representatives, successors, successor-in-office and/or assigns) of the OTHER PART.

WHEREAS one Gopal Lal Bandyopadhyay purchased ALL THAT piece and parcel of Bastu land measuring 2.14 Satak be the same or a little more or less lying and situated in C. S. Dag No. 283 under C. S. Khatian No. 994 in Mouza Purba Barisha, J. L. No. 23, R. S. No. 32, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station the then Behala, Thakurpukur presently Haridevpur, District Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality now within Ward No. 123 of Kolkata Municipal Corporation in the District of the then 24 Parganas now South 24 Parganas from it's the then Owner by a Deed of Sale written in Bengali dated 15/04/1950 duly registered in the Office of the Joint Sub-Registrar of Alipore Sadar and recorded in Book No. I, Volume No. 103, Pages from 191 to 197, being No. 6089 for the year 1950 with a valuable consideration mentioned therein.

M/s. SAMANTA ENTERPRISE Ashi Samanta Proprietor

Kulu-Kar

AND WHEREAS after purchasing the said property, the said Gopal Lail Bandyopadhyay seized and possessed of or otherwise well and sufficiently entitled to the said property as absolute Owner thereof and divided the said plots into several numbers of small plots by laying out Roads, Passages, drains etc. and prepare a Scheme Plan and declare to sell the said plots.

AND WHEREAS one Mrs. Nanda Rani Dhar, Wife of Late Dr. Surendra Nath Dhar purchased one of such plot i.e. ALL THAT piece and parcel of Bastu land measuring 3 (Three) Cottahs 15 (Fifteen) Chittaks 11 (Eleven) Sq. ft. be the same or a little more or less being Scheme Plot No. 28 lying and situated in lying and situated in C. S. Dag No. 283 under C. S. Khatian No. 994 in Mouza Purba Barisha, J. L. No. 23, R. S. No. 32, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station the then Behala, Thakurpukur presently Haridevpur, District Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality now within Ward No. 123 of Kolkata Municipal Corporation in the District of the then 24 Parganas now South 24 Parganas along with right to enjoy the 12'-0" Wide Common Passage on the Southern Side of the said property from the said Gopal Lal Bandyopadhyay by a Deed of Sale written in Bengali dated 09/05/1951 duly registered in the Office of the Joint Sub-Registrar of Alipore Sadar and recorded in Book No. I, Volume No. 54, Pages from 151 to 154, being No. 2977 for the year 1951 with a valuable consideration mentioned therein.

AND WHEREAS after purchasing the said property, the said Mrs. Nanda Rani Dhar seized and possessed of or otherwise well and sufficiently entitled to the said property as absolute Owner thereof and during enjoyment of the said property, the said Mrs. Nanda Rani Dhar sold, transferred and conveyed the said property unto and in favour of one Paresh Chandra Nag, Son of Late Pandab Chandra Nag by a Deed of Sale written in Bengali dated 01/07/1953 duly registered in the Office of the Sub-Registrar, Alipore Sadar and recorded in Book No. I, Volume No. 74, Pages from 132 to 135, being No. 4238 for the year 1953 with a valuable consideration mentioned therein.

AND WHEREAS after purchasing the said property, the said Paresh Chandra Nag seized and possessed of or otherwise well and sufficiently entitled to the said property as absolute Owner thereof and during enjoyment of the said property, the said Paresh Chandra Nag mutated his name in the Assessment Record of the then South

1/s. SAMANTA ENTERPRISE

Proprietor

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Suburban Municipality in respect of the said property and constructed one Storey Building on the said plot of land and was enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS during enjoyment of the said property, the said Paresh Chandra Nag gifted, transferred and conveyed the said property unto and in favour of one Pradipta Jyoti Nag, Son of Late Prafulia Chandra Nag out of natural love and affection by a Deed of Gift written in Bengali dated 12/06/1971 duly registered in the Office of the Joint Sub-Registrar of Alipore at Alipoe and recorded in Book No. I, Volume No. 62, Pages from 49 to 52, being No. 2627 for the year 1971.

AND WHEREAS after getting the said property, the said Pradipta Jyoti Nag, seized and possessed of or otherwise well and sufficiently entitled to the said property as absolute Owner thereof and during enjoyment of the said property, the said Pradipta Jyoti Nag sold, transferred and conveyed ALL THAT piece and parcel of Bastu land measuring 3 (Three) Cottahs 15 (Fifteen) Chittaks 11 (Eleven) Sq. ft. be the same or a little more or less being Scheme Plot No. 28 together with Pucca One Storey Building standing thereon lying and situated in lying and situated in C. S. Dag No. 283 under C. S. Khatian No. 994 in Mouza Purba Barisha, J. L. No. 23, R. S. No. 32, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station the then Behala, Thakurpukur presently Haridevpur, District Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality now within Ward No. 123 of Kolkata Municipal Corporation in the District of the then 24 Parganas now South 24 Parganas along with right to enjoy the 12'-0" Wide Common Passage on the Southern Side of the said property unto and in favour of one Sudhanshu Ghose alias Sudhansu Ghosh, since deceased, Son of Late Janki Nath Ghosh by a Deed of Sale written in Bengali dated 11/04/1972 duly registered in the Office of the District Sub-Registrar. Alipore, the then 24 Parganas now South 24 Parganas and recorded in Book No. I. Volume No. 38, Pages from 81 to 87, Being No. 1236 for the year 1972 with a valuable consideration mentioned therein.

AND WHEREAS after purchasing the said property the said Sudhanshu Ghose alias Sudhansu Ghosh seized and possessed of otherwise well and sufficiently entitled to the said property as absolute Owner thereof and mutated his name in the Assessment record of the then South Suburban Municipality in respect of the said property and

M/s. SAMANTA ENTERPRISE Asher Samanto

Kuha Kar

after inception of the Calcutta Municipal Corporation now renamed as The Kolkata Municipal Corporation the said property is assessed and numbered as Municipal Premises No. 34, Vidya Sagar Sarani, within Ward No. 123 of The Kolkata Municipal Corporation and its mailing address 80, Silpara Road, Gopal Colony, M. M. Block, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and its Assessee No. 41-123-18-0034-0 in the District of South 24 Parganas and constructed further one storey over the said One Storey Building and developed the adjacent Road and was enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS during the operation of the Revisional Settlement, the said is recorded in the name of the said Sudhanshu Ghose alias Sudhansu Ghosh in R. S. Dag No. 283/448 under R. S. Khatian No. 3213 in Mouza Purba Barisha, J. L. No. 23, Police Station Thakurpukur presently Haridevpur and finally published.

AND WHEREAS during enjoyment of the said property, the said Sudhanshu Ghose alias Sudhansu Ghosh died intestate on 17/06/2000 leaving behind surviving his wife namely Mrs. Santi Ghose, since deceased and only married daughter namely Mrs. Kuhu Kar, Wife of Sibnath Kar as his only legal heiresses and successors who jointly inherited the said property as left by the said Sudhanshu Ghose alias Sudhansu Ghosh, since deceased as per the provision of the Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Sudhanshu Ghose alias Sudhansu Ghosh, the said Mrs. Santi Ghose, since deceased and Mrs. Kuhu Kar became the joint owners of the said property and each having undivided and undernarcated ½ share of the said property and mutated their names in the Assessment Record of The Kolkata Municipal Corporation in respect of the said property and were enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS during enjoyment of the said property jointly, the said Mrs. Santi Ghose died intestate on 29/11/2022 leaving behind surviving leaving behind surviving her only married daughter namely the said Mrs. Kuhu Kar, Wife of Sibnath Kar as her only legal heiress and successor who inherited the undivided and undemarcated ½ said property as left by the said Santi Ghose, since deceased as per the provision of the Hindu Succession Act, 1956.

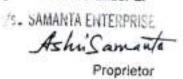
Ashi Samanto

Kuhu Ker

AND WHEREAS after the death of the said Mrs. Santi Ghose, the said Mrs. Kuhu Kar became the absolute owner of ALL THAT piece and parcel of Bastu land measuring 3 (Three) Cottahs 15 (Fifteen) Chittaks 11 (Eleven) Sq. ft. be the same or a little more or less together with Cemented Flooring Two Storied Pucca residential Building totally measuring 800 Sq. ft. (more or less) Super Built up area standing thereon comprising Cemented Flooring Ground Floor having an area of 400 Sq. ft (more or less) and First Floor having an area of 400 Sq. ft (more or less) lying and situated in C. S. Dag No. 283 under C. S. Khatian No. 994 corresponding to R. S. Dag No. 283/448 under R. S. Khatian No. 3213 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 32, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur presently Haridevpur, District Sub-Registry Office at Alipore and Addl. District Sub-Registry Office at Behala and its Municipal Premises No. 34, Vidya Sagar Sarani, within Ward No. 123 of The Kolkata Municipal Corporation and its mailing address 80, Silpara Road, Gopal Colony, M. M. Block, Police Station Thakurpukur presently Harldevpur, Kolkata - 700008 and its Assessee No. 41-123-18-0034-0 in the District of South 24 Parganas along with right to enjoy the 14'-0" Wide K.M.C. Road on the Southern Side of the said property and is enjoying the same by payment of rates and taxes to the appropriate authorities

AND WHEREAS during the operation of the L. R. Settlement, the said property is recorded in the name of the said Mrs. Kuhu Kar in L. R. Dag No. 283/448 under L. R. Khatian No. 1033 in Mouza Purba Barisha, J. L. No. 23 (newly 123), Police Station Thakurpukur presently Haridevpur and finally published.

AND WHEREAS in the aforesaid manner, the said Mrs. Kuhu Kar, the Owner/First Party herein became the absolute Owner and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring 3 (Three) Cottahs 15 (Fifteen) Chittaks 11 (Eleven) Sq. ft. be the same or a little more or less together with Cemented Flooring Two Storied Pucca residential Building totally measuring 800 Sq. ft. (more or less) Super Built up area standing thereon comprising Cemented Flooring Ground Floor having an area of 400 Sq. ft (more or less) and First Floor having an area of 400 Sq. ft (more or less) lying and situated in C. S. Dag No. 283 under C. S. Khatian No. 994 corresponding to R. S. Dag No. 283/448 under R. S. Khatian No. 3213 and L. R. Dag No. 283/448 under L.





R. Khatian No. 1033 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 32, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur presently Haridevpur, District Sub-Registry Office at Alipore and Addl. District Sub-Registry Office at Behala and its Municipal Premises No. 34, Vidya Sagar Sarani, within Ward No. 123 of The Kolkata Municipal Corporation and its mailing address 80, Silpara Road, Gopal Colony, M. M. Block, Police Station Thakurpukur presently Haridevpur, Kolkata — 700008 and its Assessee No. 41-123-18-0034-0 in the District of South 24 Parganas along with right to enjoy the 14'-0" Wide K.M.C. Road on the Southern Side of the said property.

AND WHEREAS the Owner/First Party herein decided to develop the said property by erecting G+III Storied Buildings thereon consisting of several Flats and other spaces as per Plan to be sanctioned and/or approved by The Kolkata Municipal Corporation after demolition of the existing building standing thereon.

AND WHEREAS accordingly the Owner/First Party herein approached the Developer/Second Party herein to construct the "BUILDING" on the said property after obtaining the Building Plan to be sanctioned and/or approved by the Kolkata Municipal Corporation after demolition of the existing building standing thereon.

AND WHEREAS the Developer/Second Party after discussion with the Owner/First Party have agreed to undertake the development work on the said plot of land as per the Building Plan duly sanctioned by The Kolkata Municipal Corporation with works specification as mentioned herein below.

AND WHEREAS to avoid future complications the parties hereto of this Development Agreement have agreed and entered into this Development Agreement on this ______ day of December, 2023 by incorporating the terms and conditions of the Development of the said premises which are as follows:

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows: ARTICLE - I, DEFINITION

OWNER - shall mean MRS. KUHU KAR, Wife of Mr. Sibnath Kar and Daughter
of Late Sudhanshu Ghose alias Sudhansu Ghosh, residing at 37, Bechu Chatterjee

Kuhucker

Street, Post Office Amharst Street, Police Station Amharst Street, Kolkata - 700009, West Bengal and her heirs, executors, administrators, legal representatives and assigns.

- 2. <u>DEVELOPER</u> shall mean <u>M/S. SAMANTA ENTERPRISE</u>, a sole Proprietorship Firm, having its Office at 72, Bhuban Mohan Roy Road, P.O. Barisha, Police Station Thakurpukur presently Haridevpur, Kolkata 700008, District South 24 Parganas, represented by its sole Proprietor <u>MR. ASHIS SAMANTA</u>, Son of Late Kalyanmoy Samanta, residing at 72, Bhuban Mohan Roy Road, P.O. Barisha, Police Station Thakurpukur presently Haridevpur, Kolkata 700008, District South 24 Parganas, and its successors, successors-in-office, executors, administrators, legal representatives and assigns.
- 3. THE SAID PROPERTY - Shall mean ALL THAT piece and parcel of Bastu land measuring 3 (Three) Cottahs 15 (Fifteen) Chittaks 11 (Eleven) Sq. ft. be the same or a little more or less together with Cemented Flooring Two Storied Pucca residential Building totally measuring 800 Sq. ft. (more or less) Super Built up area standing thereon comprising Cemented Flooring Ground Floor having an area of 400 Sq. ft (more or less) and First Floor having an area of 400 Sq. ft (more or less) lying and situated in C. S. Dag No. 283 under C. S. Khatian No. 994 corresponding to R. S. Dag No. 283/448 under R. S. Khatian No. 3213 and L. R. Dag No. 283/448 under L. R. Khatian No. 1033 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 32, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur presently Haridevpur, District Sub-Registry Office at Alipore and Addl. District Sub-Registry Office at Behala and its Municipal Premises No. 34, Vidya Sagar Sarani, within Ward No. 123 of The Kolkata Municipal Corporation and its mailing address 80, Silpara Road, Gopal Colony, M. M. Block, Police Station Thakurpukur presently Haridevpur, Kolkata - 700008 and its Assessee No. 41-123-18-0034-0 in the District of South 24 Parganas along with right to enjoy the 14'-0" Wide K.M.C. Road on the Southern Side of the said property.
- BUILDING shall mean the G+III Storied Building to be constructed on the said premises in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation (S.S. Unit) by the said Developer/Second Party with its own cost and effort.

AshiSemente Proprietor

Kuhur Yorz

- 5. <u>OWNER'S ALLOCATION</u> The Developer/Second Party shall allot the Owner/First Party as Owner's allocation in the following manner after construction of G+III Storied Building on the said plot of land after demolition of the existing building standing thereon:
- A) If the Developer/Second Party shall construct G+III Storied Building in that case, the Developer/Second Party shall provide ALL THAT Entire First Floor and ALL THAT 50% of the Third Floor, East-North-West Side (Back Portion) of the newly constructed Building to be constructed on the said Premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation to the Owner/First Party herein

Except the above, the Developer/Second Party shall also provide <u>ALL THAT</u> One. of Car Parking Space having an area of 150 Sq. ft. (more or less) on the Ground Floor of the newly constructed Building to be constructed on the said Premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation to the Owner/First Party herein.

- B) The above allocation including undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises more fully and particularly set out in the Second Schedule hereunder written, along with the Owner/First Party absolute right to sell, transfer, lease, let out or self use or in any manner deal with the same as the absolute Owner/First Party thereof. The Owner's allocation shall be provided with fixture fittings and amenities as set out in the Fifth Schedule hereinafter stated.
- C) Except the above the Owner/First Party shall not claim or demand any area in the building to be constructed in the said premises or shall not demand any further amount for the sale of flat/s, car parking spaces within the Developer's allocation of the building to be constructed at the said premises.
- D) The Developer/Second Party shall arrange to demolish the existing building of the said premises by its own effort and expenses and shall enjoy the sale proceeds of the existing building materials.

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- E) The Developer/Second Party herein shall provide One alternative accommodation to the Owner/First Party herein during the period of construction upto the date of handover of Owner's allocation to the Owner/First Party herein and rent of such accommodation shall be settled between the parties hereto Rs.7,000/- (Rupees Seven Thousand) only per month and the said rent shall be payable by the Developer/Second Party to the Owner/First Party herein within 7th day of each English Calendar month.
- F) The Owner/First Party shall pay the rates and taxes and other outgoings and expenses in respect of the said premises upto the date of execution of this Development Agreement and the Developer/Second Party shall be liable and responsible to pay the rates and taxes in respect of the said property from the date of execution of this Agreement with the Owner/First Party herein to till date of handover of Owner's allocation in the Building to the Owner/First Party and the Owner/First Party is liable to pay the rates and taxes in respect of the Owner's allocation of the Building from the date of taking over the said allocation. After allotment of Owner's allocation to the Owner, the Developer/Second Party shall be responsible and liable for payment of rates and taxes in respect of the Developer's allocation in the Building.
- G) POSSESSION OF THE SAID BUILDING: The Developer/Second Party shall handover the possession of the Owner's allocation in the building to be constructed on the said Premises within 20 (Twenty) months from the date of sanction of Building Plan subject to handover the vacant possession of the said property to the Developer/Second Party by the Owner/First Party herein.

If the Developer/Second Party fails to handover the Owner's allocation within the aforesaid stipulated time due to some force majeure in that case, the Owner/First Party may at the written request of the Developer/Second Party herein extend time period of completion of construction of the Building for a period not exceeding 3 (three) months as one time.

H) The original copies of title deed, Tax Receipt of the K.M.C. including Mutation Certificate, Khajna receipt and other related deeds and documents in respect of the said property shall be delivered by the Owner/First Party to the Developer/Second Party at the time of execution and registration of this Development Agreement and

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related Development Power of Attorney for sanction of Building Plan and also to produce to the Bank or Financial Institution and other matter related with the development of the said property. The Developer/Second Party shall return back the said original deeds and documents to the Owner/First Party after completion of the total project and after sale out the Developer's allocation.

6. <u>DEVELOPER'S ALLOCATION</u>: Shall mean the remaining constructed area i.e. <u>ALL THAT</u> remaining portion of Ground Floor and <u>ALL THAT</u> Entire Second Floor and <u>ALL THAT</u> 50% of the Third Floor, <u>East-South-West Side</u> of the newly constructed Building to be constructed on the said Premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation of the G+III Storied Building to be constructed at the said premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation excepting Owner's allocation including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises together with absolute right to enter into Agreement for Sale or transfer of Flats and other spaces within the Developer's allocation of the Building to be constructed on the said premises and to deal with the same in any manner whatsoever as per the discretion of the Developer.

The Ultimate roof of the Building shall be the common for all occupants of the Building including Owner.

The Developer/Second Party shall have right to enter into Agreement for Sale/Agreements for Sale or any type of transfer or in any way deal with the Developer's allocation of the Building.

- ENGINEER/ARCHITECT: Shall mean such person or persons who shall be appointed by the Developer/Second Party for supervising the construction of the building and to act as per the Building Rules of The Kolkata Municipal Corporation.
- 8. <u>BUILDING PLAN</u> Shall mean such plan prepared by the Architect appointed by the Developer/Second Party at its cost and to be sanctioned by The Kolkata Municipal Corporation and the cost of the Building Plan shall be borne by the Developer. The Developer/Second Party shall get approved the Draft Plan of the proposed Building by the Owner/First Party for preparation of final Plan before

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submission of the same to the K.M.C. In case of revised plan if any, the fact of prior approval of the Owner/First Party shall also be applicable.

- 9. <u>COMMON EXPENSES</u> shall mean and include proportionate share of the cost, fees, charges and other outgoings charges and expenses for working, maintenance upkeep, repair and replacement of the common parts, common amenities in the G+III Storied Building from the date of possession thereof.
- 10. <u>COMMON AREAS AND COMMON FACILITIES</u> Shall include stairways, passageways, on the Ground Floor, roof, water, pump and motor, open space if any on the Ground Floor and other facilities which may be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment provision, maintenance and/or management of the G+III Storied Building which shall always remain as joint property of the Owner/First Party and/or its nominee or nominees or legal heirs and the Developer/Second Party and/or its respective nominee or nominees.

ARTICLE - II, COMMENCEMENT

This agreement shall be effective from the date hereof.

ARTICLE - III, OWNER'S RIGHTS AND REPRESENTATION

- The Owner/First Party is solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to <u>ALL THAT</u> the said premises and have agreed to make over and deliver to the Developer/Second Party the possession of the said premises for the purpose of the development (including Preliminary work) on the terms and conditions hereinafter stated.
- The Owner/First Party has a good, clear absolute marketable title to enter into this Agreement with the Developer.
- None else other than the Owner/First Party has any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
- No notice of acquisition or requisition have been received or has been served upon the Owner/First Party nor the Owner/First Party is aware of any such notice or

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order of acquisition or requisition in respect of the said premises or property or any part thereof.

- That there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof before any Court within the jurisdiction or any court within the territory of India.
- That the Owner/First Party is solely responsible for handover the vacant possession of the said Premises to the Developer/Second Party for construction purpose i.e. construction of the Building on the said premises.

ARTICLE - IV, DEVELOPER'S RIGHTS

- 1. The Owner/First Party hereby grant subject to what have been hereunder provided exclusive right to the Developer/Second Party to construct the G+III Storied Building thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties hereto. All applications for sanction of plan, modification of plan if any and others papers and documents as may be necessary for sanction of Building plan and for modification if any and rectification of plan from appropriate authority shall be prepared and submitted by the Developer/Second Party on behalf of the Owner/First Party at the Developer's own cost and expenses and the Developer/Second Party shall pay and bear all fees including Architect's fees, charges and expenses required to the paid or deposited for aforesaid purpose.
- 2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner/First Party of the said premises or any part thereof to the Developer/Second Party or creating any right title or interest in respect thereof to the Developer/Second Party other than an exclusive license for the purpose of development of the said premises in terms hereof and to deal with its allocation after providing the Owner's allocation as per the terms of these presents.

ARTICLE - V. POSSESSION

 Possession of the said premises shall be handed over by the Owner/First Party to the Developer/Second Party on the date as per requisition in writing of the

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Developer/Second Party only for construction purpose on the said plot of land and also as per the terms of this Development Agreement and after sanction of Building plan by the K.M.C. /Corporation authority.

- The Developer/Second Party after obtaining the possession of the said premises from the Owner/First Party shall issue a certificate for possession of the said premises from the Owner/First Party by the Developer/Second Party free from all encumbrances whatsoever.
- 3. The Developer/Second Party shall handover the possession of the Owner's allocation in habitable condition after completion of the Building as per the sanction Plan duly sanctioned by K.M.C. along with Possession Letter. Meanwhile the Owner/First Party shall also review the newly constructed Building of her allocation and express her satisfaction in writing as habitable in all respect as per the work specification attached with this Development Agreement.

ARTICLE - VI, PROCEDURE

- 1. Development Power of Attorney: The Owner/First Party shall grant proper authority to the Developer/Second Party by executing this Development Power of Attorney duly registered for the purpose of the construction of the G+III Storied Building on the said premises and represent the Owner/First Party for all purpose in connection with the construction work of the said building before the appropriate authorities alongwith execution of and registration of Agreement for Sale/s and Deed/Deeds of Conveyance of Flats and other spaces within the Developer's allocation of the said Building provided the same shall not create any financial liabilities upon the Owner/First Party for construction of the G+III Storied Building in any manner whatsoever.
- 2. Further Acts: Notwithstanding grant of the aforesaid Development Power of Attorney the Owner/First Party hereby undertakes that the Owner/First Party will sign all papers, documents deeds etc. required for the construction of the G+III Storied Building and sanction of Building Plan at the Developer's cost as per requisitions of the Developer.

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ARTICLE - VII, BUILDING

- 1. The Developer/Second Party shall at its own cost and expenses construct erect and complete the building at the said premises in accordance with the Building Plan duly sanctioned by The Kolkata Municipal Corporation Authority and in conformity with such specifications, with the best basic materials with an intent that the said building will be decent and strong residential building with fittings and fixtures as are mentioned in the FIFTH SCHEDULE hereunder written.
- Subject to the aforesaid the decision of the Architect engaged in the said project appointed by the Developer/Second Party regarding the quality of the basic building materials shall be final and binding on the parties hereto.
- 3. The Developer/Second Party at its own cost and expenses shall be authorized in the name of the Owner/First Party if necessary to apply and obtain quotas, and other allocations for cement, steel, bricks and other building materials, allocable to the Owner/First Party for the construction of the building and similarly apply to obtain temporary and permanent connection of water, electricity, gas, power if necessary and permanent drainage and sewerage connection to newly built up building and other inputs and facilities required for the construction and enjoyment of the building.
- 4. The Developer/Second Party at its own cost, fees, charges and expenses construct and complete the said G+III Storied Building and various units and/or apartments therein in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation provided the Developer/Second Party shall get the vacant possession of the said premises from the Owner.

ARTICLE - VIII, DEALING OF SPACE IN THE BUILDING

The Developer/Second Party shall on completion of the G+III Storied Building put
the Owner/First Party into undisputed possession of the Owner's allocation
TOGETHER WITH the rights in proportionate share of land, common areas, facilities
and amenities. The Owner's Allocation shall be completed in all respects and shall be
provided with the fixture & fittings and all amenities as set out in the FIFTH
SCHEDULE hereinafter stated.

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- The Owner/First Party shall be entitled to transfer or otherwise deal with the Owner's allocation in the G+III Storied Building to be constructed by the Developer/ Second Party after getting the Owner's allocation from the Developer.
- 3. The Developer/Second Party shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same to a good person without any prior information to the Owner/First Party herein and the Owner/First Party shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.
- 4. After completion of the building in all respect, the Owner/First Party herein through her Constituted Attorney shall execute the Deed of Conveyance or Conveyances as Vendor in favour of the Developer/Second Party or its nominee or nominees in such part as shall be required for the Developer's allocation PROVIDED HOWEVER the cost of such conveyance or conveyances, including stamp duties and registration fees and expenses and all other legal expenses shall be borne and paid by the Developer/Second Party or its nominee or nominees. In the Deed of Conveyance the Owner/First Party herein present himself as Vendor through her Constituted Attorney and the Developer/Second Party shall present in the said Deed as the Confirming Party.

ARTICLE - IX, COMMON FACILITIES

- 1. After completion of the G+III Storied Building as per Building Plan duly sanctioned by the Kolkata Municipal Corporation and specification, the Developer/Second Party shall handover the allocation to the Owner/First Party as mentioned in the Second Schedule hereto and the remaining portion of the Building shall be the exclusive right of the Developer. The Owner/First Party and the Developer/Second Party shall punctually and regularly pay the rates and taxes for their respective portion to the appropriate authorities and both of them shall keep each other indemnified against all claim, action, demand, cost, charges, expenses whatsoever.
- Any transfer of any part of the Owner's allocation in the G+III Storied Building shall be subject to the provisions hereof and the party of the Owner/First Party thereafter be responsible to pay the said rates and service charges for the common facilities in respect of the space transferred to him/them.

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ARTICLE - X - COMMON RESTRICTION

- The Owner's Allocation in the building shall be subject to the same restrictions and
 use as applicable to the Developer's allocation in the building intending for common
 benefits of all the occupiers of the building, which shall include the following.
- Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity or not to use for any purposes which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish or permit to be demolished any wall or any structure in their respective allocation or any portion thereof or make any structural alteration either major or minor therein without the written consent of others.
- Neither party shall transfer or permit to be transferred of his/her/their respective allocation or any portion thereof unless.
 - Such party shall observe and perform all terms and conditions on their respective parts to be observed and/or performed.
 - b) The proposed transferee shall have given a written undertaking to that effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in respect to area in his/her/their possession.
- 5. Both the parties shall abide by all laws, bye-laws, rules and regulations of the government, local bodies as the case may be and shall attend to answer and be responsible for any deviation/ violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- 6. The respective allottee shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances, floor and ceiling etc. of their respective allocations in the building in good working condition and repair and in particular not to cause any damage to the building or any other space or accommodation therein.
- Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall

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keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

- 8. No goods or items shall be kept by any party for display or otherwise in the corridor or at any other place of common use and enjoyment in the building and no hindrance shall be caused in any manner in the free movement of the users in the corridors and other places of common use and enjoyment in the building.
- 9. Neither party shall throw or accumulate any dirt, rubbish or refuse or permit the same to be thrown or accumulate in or about in the Building or in the compound, corridors or any other portion of the building.

ARTICLE - XI -OWNER'S OBLIGATION

- The Owner/First Party doth/do hereby agree and covenant with the Developer/Second Party not to do any act deed or thing whereby the Developer/ Second Party may be prevented from making Agreement for Sale and /or disposing its part (Developer's allocation) of the building or at the said Premises.
- The Owner/First Party doth/do hereby agree and covenant with the Developer/ Second Party not to cause any interference or hindrance in the construction of the said building at the said premises to be constructed by the Developer/Second Party excepting on reasonable grounds.
- 3. The Owner/First Party doth/do hereby agree and covenant with the Developer/ Second Party not to let out, lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer/Second Party during the period of construction and till the date of completion of the total transaction in pursuance of these presents.
- The Owner/First Party and her property will not be liable for or responsible for any financial obligation of the Developer/Second Party towards any bank/financial institution or any individual in any manner whatsoever.
- The Owner/First Party is liable to handover all papers and documents regarding mutation in K.M.C. and B.L. & L.R.O., T. M. Block, Behala,

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ARTICLE - XII, DEVELOPER'S OBLIGATION

The Developer/Second Party hereby agrees and covenants with the Owner/
First Party to complete the construction work of the Building on said the premises as
per Building Plan duly sanctioned by The Kolkata Municipal Corporation within 20
(Twenty) months from the date of sanction of Building Plan subject to handover the
vacant possession of the said property to the Developer/Second Party by the Owner/
First Party herein.

If the Developer/Second Party fails to handover the Owner's allocation within the aforesaid stipulated time due to some force majeure in that case, the Owner/First Party may at the written request of the Developer/Second Party herein extend time period of completion of construction of the Building for a period not exceeding 3 (three) months as one time.

- 2. The Developer/Second Party hereby agrees and covenants that the Developer/ Second Party shall strictly follow all the rules and regulations including but not limited to the Building Rules of The Kolkata Municipal Corporation, Building Department during the construction and shall obtain all necessary approvals and permission from the respective competent authorities not to do any act, deed or thing whereby the Owner/First Party is prevented from enjoying selling assigning and/or disposing of any of the Owner's allocation in the said premises.
- 3. The Developer/Second Party shall not have any right, title and interest in the Owner's allocation together, with the proportionate share of land, facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner.
- 4. The Developer/Second Party shall be entitled to deliver the possession of the Owner's allocation in the Building to be constructed on the said premises after its completion and Developer/Second Party shall also be entitled to deliver the possession of the Flats and other spaces within the Developer's allocation in the Building to be constructed on the said premises and shall also be entitled to enter into any Agreement for Sale and Deed of Conveyance for sale of Flats and other spaces within the Developer's allocation with any Intending Purchaser or Purchasers and to

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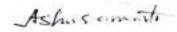
receive the advance / booking money and/or consideration money for the sale of the same within the Developer's allocation.

The Developer/Second Party shall not be entitled to deal with the Owner's allocation of the Building to be constructed on the said premises and it is within the discretion of the Owner.

- 5. The Developer/Second Party shall construct the building in accordance with the Building Plan to be sanctioned by the K.M.C., consequences of any deviation which may invite any objection from the appropriate authority/ies shall be the sole responsibility of the Developer.
- The Developer/Second Party herein shall assign the benefits of this Agreement to any one and the Developer/Second Party shall execute the construction work of the Building to be constructed on the said premise by appointing Engineer, Contractor, Supervisor and men for completion of any work of the proposed Building. In the event of any untoward situation the Developer/Second Party resulting into either insolvency, or death, it would be the entire responsibility of the Developer/Second Party to execute the balance work for the construction until it reaches to a condition when the same can be handed over to the Owner/First Party in habitable condition and its free from any encumbrances. As such circumstances of technical or financial issue will arises, the Developer/Second Party should take a maximum time limitation of 3 (Three) months as extension period to complete the entire building and handover the Owner's allocation.

ARTICLE - XIII, OWNER'S INDEMNITY

 The Owner/First Party doth hereby undertake that the Developer/Second Party shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance from the Owner/First Party provided the Developer/Second Party shall perform and fulfill all the terms and conditions herein contained and/or its part to be observed and performed.



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ARTICLE - XIV, DEVELOPER'S INDEMNITY

1. The Developer/Second Party doth hereby undertake to keep the Owner/First Party and her legal heirs and nominees indemnified against all actions cost suits and proceedings and claim that may arise out of the Developer's acts, deeds, matters, things, affairs, commission or otherwise with regard to the development of the premises and/or in the matter of construction of the said building and/or defect therein.

ARTICLE - XV, MISCELLANEOUS

- The Owner/First Party and the Developer/Second Party have entered into this
 Development Agreement purely as Joint Venture basis and nothing contained herein
 shall be deemed to construe as a Partnership between the parties hereto in any
 manner whatsoever nor shall be parties hereto constitute an Association of persons
 within the meaning of law.
- It is understood from time to time to facilitate uninterrupted Construction of the building by the Developer/Second Party various deeds, documents, matters and things not herein specified may be required to be done and various application and other documents may be required to be signed by the Owner/First Party relating to which specific provision may not have been mentioned herein the Owner/First Party hereby undertakes to do all such acts, deeds, matters and things and the Owner/First Party hereby undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe on the rights of the Owner/First Party and/or against the sprits of these presents. It is hereby made specifically clear that in case a fresh building plan will have to be submitted before the authority of The Kolkata Municipal Corporation with a view to obtaining sanction thereof the Owner/First Party hereby agree to put her signature on such plan or plans and all applications, forms and papers etc. attached thereto, provided that this does not in any way infringe the rights of the Owner/First Party and/or against the spirit of these presents. However, the Owner/First Party shall not have any sort of financial liability or implication in any manner whatsoever.
- The Owner/First Party shall not be liable for any Income-tax, property Tax or any
 other taxes in respect of the Developer's allocation which is the sole responsibility of
 the Developer/Second Party and the Developer/Second Party shall always keep the

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Owner/First Party indemnified against all actions/claims, suits proceedings, cost, charges and expenses in respect thereof.

- 4. Any notice required to be given by the Developer/Second Party to the Owner/First Party shall without prejudice to any other mode of service available be deemed to have served on the Owner/First Party if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due to the last known address of the Owner/First Party and vice-versa.
- From the date of assessment of the G+III Storied Building each party shall be liable to pay and bear proportionate share of rates and taxes in respect of each respective spaces.
- 6. As soon as the building is completed within the time herein above mentioned the Developer/Second Party shall give written notice to the Owner/First Party regarding handing over of the Owner's allocation in the G+III Storied Building.
- 7. The building proposed to be constructed by the Developer/Second Party shall be made at its own cost and expenses fully in accordance with the specification as mentioned and described in the Fifth Schedule hereunder written.

ARTICLE XVI - LEGAL PROCEEDINGS

- Save and except what have been specifically stated herein above all disputes
 and differences between the parties arising out of the meaning of the construction of
 the Agreement or its respective rights and liabilities as per this Agreement shall be
 settled mutually in presence of well wishers of each party.
- NOTWITHSTANDING the foregoing provisions herein above the right to sue for specific performance of this contract or for damages by cancellation of this Development Agreement as per penal clause by any of the party against the other party as per terms of the Agreement shall remain unaffected.

ARTICLE - XVII, JURISDICTION

 For adjudication of dispute and differences between the parties hereto in any manner relating to or arising out of these presents or in any way connected with the

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land and/or building the Ld. Court having jurisdiction over the said property will be the actual forum.

ARTICLE - XVIII, FORCE MAJEURE

- I ne parties nereto snail not de considered to de liable for any obligations hereunder written to the extent in respect of existence of 'Force Majeure'.
- 2 Force Majeure shall mean flood, earthquake, Labour Strike, local problem, tempest and/or other act or commission beyond the control of the parties hereto.
- In case of Force Majeure, the time for completion of the construction of the G+III Storied Building shall be extended mutually in writing.

THE FIRST SCHEDULE ABOVE REFERRED TO: (Description of the property which is the subject matter of the Development Agreement)

ALL IHAI piece and parcel of Bastu land measuring 3 (Three) Cottans 15 (Fitteen) Chittaks 11 (Eleven) Sq. ft. be the same or a little more or less together with Cemented Flooring Two Storied Pucca residential Building totally measuring 800 Sq. ft. (more or less) Super Built up area standing thereon comprising Cemented Flooring Ground Floor having an area of 400 Sq. ft (more or less) and First Floor having an area of 400 Sq. ft (more or less) lying and situated in C. S. Dag No. 283 under C. S. Khatian No. 994 corresponding to R. S. Dag No. 283/448 under R. S. Khatian No. 3213 and L. R. Dag No. 283/448 under L. R. Khatian No. 1033 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 32, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur presently Haridevpur, District Sub-Registry Office at Alipore and Addl. District Sub-Registry Office at Behala and its Municipal Premises No. 34, Vidya Sagar Sarani, within Ward No. 123 of The Kolkata Municipal Corporation and its mailing address 80, Silpara Road, Gopal Colony, M. M. Block, Police Station Thakurpukur presently Haridevpur, Kolkata -700008 and its Assessee No. 41-123-18-0034-0 in the District of South 24 Parganas along with right to enjoy the 14'-0" Wide K.M.C. Road on the Southern Side of the said property and the total property is butted and bounded as follows:-

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ON THE NORTH

By Trayee Apartment of Scheme Plot No. 227;

ON THE SOUTH

By 14'-0" Wide K.M.C. Road;

ON THE EAST

By Rashbehari Apartment of Scheme Plot No. 27;

ON THE WEST

By Ajit Apartment of Scheme Plot No. 29

The said property is situated as per the list of the concerned registration Office within the jurisdiction of Vidyasagar Sarani (Premises Not located on J. L. Sarani (Ward 123, 124)...)

THE SECOND SCHEDULE ABOVE REFERRED TO: (ALLOTMENT OF ALLOCATION TO THE OWNER/FIRST PARTY AFTER DEVELOPMENT OF THE FIRST SCHEDULE PROPERTY)

The Developer/Second Party shall allot the Owner/First Party as Owner's allocation in the following manner after construction of G+III Storied Building on the said plot of land after demolition of the existing building standing thereon :

A) If the Developer/Second Party shall construct G+III Storied Building in that case, the Developer/Second Party shall provide <u>ALL THAT</u> Entire First Floor and <u>ALL THAT</u> 50% of the Third Floor, East-North-West Side (Back Portion) of the newly constructed Building to be constructed on the said Premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation to the Owner/First Party herein

Except the above, the Developer/Second Party shall also provide <u>ALL THAT</u> One, of Car Parking Space having an area of 150 Sq. ft. (more or less) on the Ground Floor of the newly constructed Building to be constructed on the said Premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation to the Owner/First Party herein.

B) The above allocation including undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises more

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fully and particularly set out in the Second Schedule hereunder written, along with the Owner/First Party absolute right to sell, transfer, lease, let out or self use or in any manner deal with the same as the absolute Owner/First Party thereof. The Owner's allocation shall be provided with fixture fittings and amenities as set out in the Fifth Schedule hereinafter stated.

- C) Except the above the Owner/First Party shall not claim or demand any area in the building to be constructed in the said premises or shall not demand any further amount for the sale of flat/s, car parking spaces within the Developer's allocation of the building to be constructed at the said premises.
- D) The Developer/Second Party shall arrange to demolish the existing building of the said premises by its own effort and expenses and shall enjoy the sale proceeds of the existing building materials.
- E) The Developer/Second Party herein shall provide One alternative accommodation to the Owner/First Party herein during the period of construction upto the date of handover of Owner's allocation to the Owner/First Party herein and rent of such accommodation shall be settled between the parties hereto Rs.7,000/- (Rupees Seven Thousand) only per month and the said rent shall be payable by the Developer/Second Party to the Owner/First Party herein within 7th day of each English Calendar month.
- F) The Owner/First Party shall pay the rates and taxes and other outgoings and expenses in respect of the said premises upto the date of execution of this Development Agreement and the Developer/Second Party shall be liable and responsible to pay the rates and taxes in respect of the said property from the date of execution of this Agreement with the Owner/First Party herein to till date of handover of Owner's allocation in the Building to the Owner/First Party and the Owner/First Party is liable to pay the rates and taxes in respect of the Owner's allocation of the Building from the date of taking over the said allocation. After allotment of Owner's allocation to the Owner, the Developer/Second Party shall be responsible and liable for payment of rates and taxes in respect of the Developer's allocation in the Building.
- G) POSSESSION OF THE SAID BUILDING: The Developer/Second Party shall handover the possession of the Owner's allocation in the building to be constructed on

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the said Premises within 20 (Twenty) months from the date of sanction of Building Plan subject to handover the vacant possession of the said property to the Developer/Second Party by the Owner/First Party herein.

of the Developer/Second Party fails to handover the Owner's allocation within the aforesaid stipulated time due to some force majeure in that case, the Owner/First Party may at the written request of the Developer/Second Party herein extend time period of completion of construction of the Building for a period not exceeding 3 (three) months as one time.

H) The original copies of title deed, Tax Receipt of the K.M.C. including Mutation Certificate, Khajna receipt and other related deeds and documents in respect of the said property shall be delivered by the Owner/First Party to the Developer/Second Party at the time of execution and registration of this Development Agreement and related Development Power of Attorney for sanction of Building Plan and also to produce to the Bank or Financial Institution and other matter related with the development of the said property. The Developer/Second Party shall return back the said original deeds and documents to the Owner/First Party after completion of the total project and after sale out the Developer's allocation.

THE THIRD SCHEDULE ABOVE REFERRED TO: (DESCRIPTION OF THE ALLOCATION OF THE DEVELOPER/SECOND PARTY AFTER THE DEVELOPMENT OF THE FIRST SCHEDULE PROPERTY)

Shall mean the remaining constructed area i.e. ALL THAT remaining portion of Ground Floor and ALL THAT Entire Second Floor and ALL THAT 50% of the Third Floor, East-South-West Side of the newly constructed Building to be constructed on the said Premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation of the G+III Storied Building to be constructed at the said premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation excepting Owner's allocation including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises together with absolute right to enter into Agreement for Sale or transfer of Flats and other spaces within the

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Developer's allocation of the Building to be constructed on the said premises and to deal with the same in any manner whatsoever as per the discretion of the Developer.

The Ultimate roof of the Building shall be the common for all occupants of the Building including Owner.

The Developer/Second Party shall have right to enter into Agreement for Sale/Agreements for Sale or any type of transfer or in any way deal with the Developer's allocation of the Building.

THE FOURTH SCHEDULE ABOVE REFERRED TO: (DESCRIPTION OF THE COMMON PORTIONS AFTER CONSTRUCTION OF THE G+III STORIED BUILDING ON THE FIRST SCHEDULE PROPERTY)

- I) Areas:
- a) Entrance and exits.
- Boundary Walls and Main Gate of the Premises.
- Staircase, stair case landing stair head room and lobbies on all the floors of the Building.
- II) Water, Pumping and Drainage:
- Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use).
- b) Water supply system.
- c) Water pump, under ground and overhead water reservoir together with all common plumbing installations for carriage of any unit/or exclusively for its use.
- (iii) Electrical Installations:
- Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use.
- b) Lighting of the common portions.
- Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

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IV) Others:

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the G+III Storied residential Building as are necessary for passage to and/or user of the units in common by the co-Owner.

V) Roof:

Roof of the Building and open space on the Ground Floor of the Building shall be the sole property of all Flat Owners as common.

VI) Four passengers' Lift and its accessories.

THE FIFTH SCHEDULE ABOVE REFERRED TO: (DESCRIPTION OF WORKS SPECIFICATION IN RESPECT OF THE BUILDING TO BE CONSTRUCTED ON THE FIRST SCHEDULE PROPERTY)

1. FOUNDATION:

The building is designed of R.C.C. fittings and frames.

2 WALLS:

All external wall shall be 200 mm brick with cement plaster all internal partition wall will be 75 mm to 125 mm thick with both side plaster.

All inside wall will be coated with Putty.

FLOORING/ DOOR / WINDOW :

- a) All Bed rooms, Kitchen, living / dining room will be finished with Floor Tiles
 Stair Will be of Vitrified Tiles finish
- b) Toilet floor will be of Tiles finish.
- c) Glazed tiles will be provided in all bathroom toilets upto 6" height.
- d) Tiles will be provided at Cooking shelf with 3' ft dado upon the cooking shelf.
- e) Bed Rooms and living/dining/window base will provided with Vitrified Tiles.

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4. DOORS/WINDOWS:

- a) All internal and bed room doors will be made of flush door with necessary, lock, Stopper etc.
- b) Main door will be made up of flush door upto 5 mm thick with water proof ply and night latch, eye glass, handle etc.
- c) Door frames will be made up Wood.
- d) Aluminium sliding Window with glass fitted.

5 ELECTRIFICATION :

Concealed line will be provided in the flat. 15 Amps. Points will be provided in toilet and kitchen. Exhaust fan point will be provided in Kitchen and Toilet. A/c point shall be provided in One Bed Room on the Second Floor Flat of the Owner. One mother meter and One Collapsible Gate to be installed in the Main Gate of One Flat of the land Owner shall be borne by the Developer.

SANITARY & PLUMBING :

- a) Concealed water line of pipe be provided.
- b) Ordinary fittings i.e. White Commode, basin, A-1 type pan will be provided.
 If colour commode will be provided then chargers will be extra.
- c) With drain board provided at Kitchen.
- d) Low height PVC white cistern will be provided.
- e) Low height bibcock for washing will be provided at Kitchen.
- Drain hole will be provided at bedroom and living/dinning.
- g) All fittings, i.e. bibcock, piller cock, A. S. Cock, C. S. Cock will be C. P. Make. (ESCO)

WATER:

K.M.C. Water

8 LIFT: Lift for four passengers.

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

SIGNED, SEALED AND DELIVERED

By the parties hereto in the presence of

WITNESSES

1 Soham-Kor 37, Boche Chatterjee Street Kol-700009

Kuhukova

SIGNATURE OF THE OWNER/ FIRST PARTY

Ashi samut

SIGNATURE OF THE DEVELOPER/ SECOND PARTY

Drafted by me,

Alipore Judges' Court Kof 27 700 827

	¬—	Thumb	1" finger	Middle Finger	r Ring Finger Sr	nall Fing
	left hand					
РНОТО	right hand					
nenature					l	
	l	Thumb	1" finger	Middle Finger	Ring Finger Sm	nall Fing
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Government of West Bengal Directorate of Registration & Stamp Revenue e-Assessment Slip

Query No / Year	2002964118/2023	Office where deed will be registered		
Query Date 03/12/2023 5:27:07 PM		Deed can be registered in any of the offices mention on Note: 11		
Applicant Name, Address & Other Details	SAMANTA ENTERPRISE 72, BHUBAN MOHAN ROY ROAD, WEST BENGAL, PIN - 700008, Moi	AD,Thana: Thakurpukur, District: South 24-Parganas. Mobile No.: 8240611450, Status: Buyer/Claimant		
Transaction		Additional Transaction		
[0110] Sale, Development agreement	Agreement or Construction	[4305] Declaration [No of Declaration : 2]		
Set Forth value		Market Value		
Rs. 2/-		Rs. 33,85,997/-		
Total Stamp Duty Payable	(SD)	Total Registration Fee Payable		
Rs 7,020 - (Article:48(g))		Rs. 21/- (Article:E, E)		
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp		
		Rs. 100/-		
Remarks				

Land Details :

District: South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Vidyasagar Sarani, Road Zone: (Premises Not located on J L Sarani (Ward 123,124) --) , , Premises No: 34. , Ward No: 123 Pin Code: 700008

Sch No	100000000000000000000000000000000000000	Khatian Number	Land UseRo Proposed	OR Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 15 Chatak 11 Sq Ft		28,45,997/-	Width of Approach Road: 14 Ft.,
	Grand	Total:		6.5221Dec	1 /-	28,45,997 /-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(in Rs.)	
SI	On Land L1	800 Sq Ft.	1/-	5,40,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca. Extent of Completion; Complete

Finor No. 1, Area of floor: 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

 	AND THE RESERVE OF THE PARTY OF			
Total: 8	800 sq ft	1 /-	5,40,000 /-	



Quint No. 10, Will Not 2023. Printed On: Dec. 3 2023. 5:27PM, Generated from whregistration.gov.in

Lord Details : Name & address	Status	Execution Admission Details :
Mrs KUHU KAR Write of SIBNATH KAR,37, BECHU CHATTERJEE STREET, City P.O.: AMHARST STREET, P.S.: Amharst Street, District:- Kolkata: West Bengal, India, PIN:- 700009 Sex Female: By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No. ARxxxxxxx2M, Aadhaar No.: 55xxxxxxxxx9154.Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by Self To be Admitted by Self

Developer Details :

SI	Name & address	Status	Execution Admission Details :
1	SAMANTA ENTERPRISE ,72, BHUBAN MOHAN ROY ROAD,, City:-, P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 PAN No. AZxxxxxx7D, ,Aadhaar No Not Provided by UIDAIStatus Organization, Executed by: Representative	Organization	Executed by: Representative

SI No	Name & Address	Representative of
1		SAMANTA ENTERPRISE (as PROPRIETOR)

Identifier Details :

Name & address

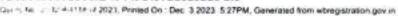
Mr SOHAM KAR

Son of Mr SIBNATH KAR

37. BECHU CHATTERJEE STREET, City:-, P.O:- AMHARST STREET, P.S:-Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Mrs KUHU KAR. Mr ASHIS SAMANTA

Trans	fer of property for L	.1	
SI.No	From	To. with area (Name-Area)	
1	Mrs KUHU KAR	SAMANTA ENTERPRISE-6.52208 Dec	
Trans	fer of property for S	i1	
SI.No	From	To. with area (Name-Area)	
1	Mrs KUHU KAR	SAMANTA ENTERPRISE-800 Sq Ft	

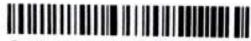




Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
Assessment No. : 111231800340 Premises No. 34 Nard No. : 123 Street Name : VIDYA SAGAR SARANI	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : SMT SANTI GHOSE, SMT, KUHU KAR. Owner Address : 80. SILPARA ROAD, GOPAL COLONY. M.M.BLOCK., KOLKATA	Character of Premises: Constructed Building Total Area of Land: 3 Colta 15 Chatak, 8 SqFeet.

Note:

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 02-01-2024) for e-Payment. Assessed market value & Query is valid for 30 days.(i.e. upto 02-01-2024)
- Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp. Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f. 2nd May 2017.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
- 11. This eAssessment Slip can be used for registration of respective deed in any of the following offices: D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - I I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Gurry, No. 1771, 1441158 of 2023, Printed On: Dec. 3 2023, 5:27PM, Generated from wbregistration gov in



Government of West Bengal **GRIPS 2.0 Acknowledgement Receipt Payment Summary**





GRIPS Payment Detail

GRIPS Payment ID:

061220232030948577

6941

Total Amount: Bank/Gateway:

SBI EPay

BRN:

2971865120233

Payment Status:

Successful

Payment Init. Date:

No of GRN:

Payment Mode:

BRN Date:

Payment Init. From:

SBI Epay 06/12/2023 15:52:23

Department Portal

06/12/2023 15:50:52

Depositor Details

Depositor's Name:

Mr ASHIS SAMANTA

Mobile:

8240611450

Payment(GRN) Details

SI. No.

GRN

Department

Amount (₹)

Directorate of Registration & Stamp Revenue

6941

192023240309485798

6941

IN WORDS:

SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.

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

pages below.



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





GRN Details

GRN:

GRN Date:

06/12/2023 15:50:52

BRN:

Gateway Ref ID:

GRIPS Payment ID:

Payment Status:

192023240309485798

2971865120233

IGAONSTBR9

061220232030948577

Successful

Payment Mode:

Bank/Gateway:

BRN Date:

Method:

Payment Init. Date:

Payment Ref. No:

SBI Epay

SBIePay Payment

Gateway

06/12/2023 15:52:23

State Bank of India NB

06/12/2023 15:50:52

2002964118/5/2023

[Query No!*/Query Year]

Depositor Details

Depositor's Name:

Mr ASHIS SAMANTA

Address:

72, BHUBAN MOHAN ROY ROAD, PIN 700008

Mobile:

8240611450

Period From (dd/mm/yyyy): 06/12/2023 Period To (dd/mm/yyyy):

06/12/2023

Payment Ref ID:

2002964118/5/2023

Dept Ref ID DRN:

2002964118/5/2023

Payment Details

		200000000000000000000000000000000000000	0030-03-104-001-16 Total	21
2	3912964118 5/2023	Property Registration- Registration Fees	0030-02-103-003-02	10.76.0
1	2012/04/18 5:2023	Property Registration- Stamp duty		
Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)

IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY. 6941