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পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

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13/11/2024
 Q.no. 2 - 2872490/24

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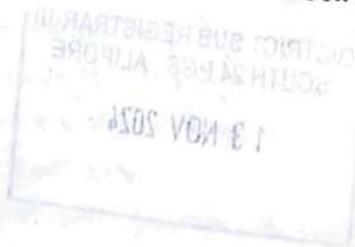
[Signature]
 District Sub-Register-III
 Alipore, South 24-parganas

13-11-24

Development Agreement and Its' Development Power of Attorney

This Indenture is made on 13th day of November, Two Thousand and Twenty Four (2024).

Between



10333

12 NOV 2024

No.....Rs.5000/- Date.....

Name : Pamela Das.

Address : Advocate
Alipur Judge's Court
Kolkata - 27

Vendor : Subhankar Das,
Alipore Collectorate, 24Pgs (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27



10333 = 5000/-

178352 J



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
13 NOV 2024

1. **Smt. Puspa Saha** wife of Late Bidesh Chandra Saha and daughter of Late Kanai Lal Saha, by faith - Hindu, by Nationality- Indian, Pan Number - **FCLPS1366H**, Aadhaar No. **997481044397**, Birth Date - 10th February 1960.
2. **Shri Pampa Saha** daughter of Late Bidesh Chandra Saha, by faith - Hindu, by Nationality- Indian, Pan Number - **DFOPS2022Q**, Aadhaar No. **832220221241**, Birth Date- 26th February 1981.
3. **Shri Bijon Saha** son of Late Bidesh Chandra Saha, by faith - Hindu, by Nationality- Indian, Pan Number - **FCLPS1365E**, Aadhaar No. **526663754773**, Birth Date- 11th November 1986.

All residing at - 361, Ganguly Bagan, Post Office- Naktala, Police Station- Netaji Nagar, Kolkata- 700047, in the District of South 24 Pargānas, West Bengal.

Hereinafter jointly called and referred to as the "**Owners / Landlord**" (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/ or assigns) of the **First Part**.

And

"Constructive Construction", a Proprietorship concern having its registered Office at 2/222, Sree Colony, Post Office- Regent Estate, Police Station- Netaji Nagar, Kolkata- 700092, owned and managed by its proprietor, namely **Shri Badal Krishna Saha**, (Pan- **AJEPS3580N**, Aadhar No. **315230571400**, Birth Date- 2nd September 1957), son of Late Kanai Lal Saha, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 2/222, Sree Colony, Post Office- Regent Estate, Police Station- Netaji Nagar, Kolkata-700092, District -South 24 Parganas.

Hereinafter called and referred to as the "**Developer**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/ or assigns) of the **Second Part**.

Whereas after the partition of India a number of residents of former east Pakistan crossed over and come 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 was compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

And Whereas one **Manorama Saha** (now deceased) wife of Late Swadesh Chandra Saha of 361, Ganguli Bagan, G,S, Scheme Calcutta (now Kolkata) - 700047; being a



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
13 NOV 2024

refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for a plot of land for his rehabilitation.

And Whereas the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan (now Bangladesh) acquired land in **C.S. Plot No. 333 (P)** of Mauza- **Naktala** in Police Station- Jadavpur now Netaji Nagar in the District South 24 Parganas under the provisions of **L.D.P. Act, 1948 L.A. Act I of 1894** including the plot, acquired by the said **Manorama Saha** (now deceased).

And Whereas in accordance with such request and for the purpose of rehabilitation the Government of West Bengal by a lease dated **4th July 1986** demised in favour of the Donee all the piece of land measuring more or less **3 (Three) Cottahs 10 (Ten) Chittacks**, be the same a little more or less recorded in C.S. Plot No. **333 (P)** Mouza- Naktala within the Police Station- Jadavpur now **Netaji Nagar**, in the District of South 24 Parganas and more particularly described in the schedule hereunder written for the period of Ninety Nine years as from the date of the demise on the terms and condition mentioned therein.

And Whereas it has been described by the Government to confer absolute right, title and interest by way of gift the said demised land more fully described in the schedule hereunder written unto favour of the Donee therein / **Manorama Saha** (now Deceased). The said Manorama Saha (now deceased) agreed to surrender her lease hold interest under the said deed of lease dated **4th July 1986**.

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 more or less **3 (Three) Cottahs 10 (Ten) Chittacks**, lying and situated at Mouza- **Naktala**, being marked in **L.O.P. No. 361, J.L. No. 32, in C.S. Plot No. 333 (P)** presently within the limits of the Kolkata Municipal Corporation, **Ward No. 100**; having its Sub Registrar office at Alipore; South 24 Parganas; unto and in favor of said **Manorama Saha** by virtue of a registered **Deed of Gift** dated **27th August 1990**; which was duly registered at the Office of **Additional District Registrar at Alipore** and recorded in **Book No. I, Volume No. 23, Pages from 101 to 104, Being No. 1676 for the year 1990**.

And Whereas said **Sumati Bala Saha (now deceased)**, become the sole and absolute owner of the property **All That** piece and parcel of land measuring **3 (Three) Cottahs 10 (Ten) Chittacks** along with a dwelling house measuring 500 sq.ft. more or less; lying and situated at Mouza- **Naktala**, being marked in **L.O.P. No. 361, J.L. No. 32, in C.S. Plot No. 333 (P)**, presently within the limits of the Kolkata Municipal Corporation, **Ward No. 100** having its Sub Registrar office at Alipore; South 24

Parganas. And decided to construct a Tin shaded house measuring about **500sq.ft.** in the said premises for the better living with her family.

And Whereas said **Manorama Saha (now deceased)**, mutated her name in the office of the Corporation of Calcutta now Kolkata Municipal Corporation in respect of the said landed property along with a structure standing thereon. Which was now Known and number as Kolkata Municipal Corporation Premises No. **38H Durgaprasanna Paramhandha Road**, having its mailing address at Plot 361, Ganguly Bagan SCH Kolkata, Police Station- Netaji Nagar, Kolkata- 700047; **Ward No. 100** in the District of South 24 Parganas, vide Assesse No. **21-100-04-2100-9**; having its Sub Registrar office at Alipore; South 24 Parganas; upon payment of rates and taxes thereto and started living thereon on constructing a dwelling structure thereon. This is more fully and particularly described in the **Schedule** hereunder written, hereinafter called and referred to as the said Premises. And hereinafter referred to as the said property is free from all encumbrances, liens, lispensens, attachments, acquisition, alignment or trust of any nature whatsoever.

And Whereas said **Manorama Saha**, while had been enjoying the said property measuring more or less **3 (Three) Cottahs 10 (Ten) Chittacks**, along with a dwelling house measuring 500 sq.ft. more or less; without anybody's interruption. The said **Manorama Saha** died intestate on **19th September 2006**; leaving behind her only son namely **Bidesh Chandra Saha** (now deceased) become the sole legal heirs and / or successors of the above mention total landed property as per Hindu Succession Act **1956** then in force. It is pertinent to mention her husband Swadesh Chandra Saha predeceased long before.

And Whereas said **Bidesh Chandra Saha** while had been enjoying his above mention property without anybody's interruption. The said **Bidesh Chandra Saha** died intestate on **16th September 2019** leaving behind his wife namely **Smt. Puspa Saha**, and One daughter namely **Smt. Pampa Saha** and one son namely **Shri Bijon Saha**, become the legal heirs and/or successors of the above mention total landed property as per Hindu Succession Act **1956** then in force.

And Whereas said **Smt. Puspa Saha. Smt. Pampa Saha and Shri Bijon Saha** became the Joint Owners of landed property measuring more or less **3 (Three) Cottahs 10 (Ten) Chittacks**, together with **500sq.ft.** Tin shaded structure standing thereon; lying and situated at Mouza- **Naktala**, being marked in **L.O.P. No. 361, J.L. No. 32, in C.S. Plot No. 333 (P)**, presently within the limits of the Kolkata Municipal Corporation, **Ward No. 100** at Kolkata Municipal Corporation Premises No. **38H Durgaprasanna Paramhandha Road**, having its mailing address at Plot 361,

Ganguly Bagan SCH Kolkata, Police Station- Netaji Nagar, Kolkata- 700047; **Ward No. 100** in the District of South 24 Parganas, vide Assesse No. **21-100-04-2100-9**; having its Sub Registrar office at Alipore; South 24 Parganas; along with all easement rights attached to the said landed property and more fully and particularly described in the **Schedule** hereunder written, hereinafter called and referred to as the said Premises. And hereinafter referred to as the said property is free from all encumbrances, liens, lispensens, attachments, acquisition, alignment or trust of any nature whatsoever.

And Whereas the Owners / First Party herein desire to erect a new Multi Storied Building upon the same demised land by way of Kolkata Municipal Corporation Building Plan but being unable to implement their said desire due to the lack of the technical knowledge and finance, sought for the help of the **Developer / Second Party** herein.

And Whereas the Owners / First Part herein has agreed to deliver the vacant possession of the property hereinafter, referred to as the premises which is in their occupation and possession to the Developer for the construction purposes.

And Whereas the Developer herein response to the announcement of seeking help by the Owners as aforesaid agreed to cause Development in the said of **All That** piece and parcel of land measuring more or less **3 (Three) Cottahs 10 (Ten) Chittacks**, together with **500sq.ft.** Tin shaded structure standing thereon; along with structure, lying and situated at Mouza- **Naktala**, being marked in **L.O.P. No. 361, J.L. No. 32, in C.S. Plot No. 333 (P)**, presently within the limits of the Kolkata Municipal Corporation, **Ward No. 100** at Kolkata Municipal Corporation Premises No. **38H Durgaprasanna Paramhandha Road**, having its mailing address at Plot 361, Ganguly Bagan SCH Kolkata, Police Station- Netaji Nagar, Kolkata- 700047; **Ward No. 100** in the District of South 24 Parganas, vide Assesse No. **21-100-04-2100-9**; having its Sub Registrar office at Alipore; South 24 Parganas; together with Right of easement, free access, underground and overhead electric and telephone cables through the Road of the said premises.

Now This Agreement Witnesseth that the parties hereto have agreed to abide by the terms and conditions of this agreement and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the following:

A. Owner: Owner shall mean:

1. **Smt. Puspa Saha** wife of Late Bidesh Chandra Saha and daughter of Late Kanai Lal Saha, by faith - Hindu, by Nationality- Indian, Pan Number – **FCLPS1366H**, Aadhaar No. **997481044397**, Birth Date – 10th February 1960.

2. **Shri Pampa Saha** daughter of Late Bidesh Chandra Saha, by faith - Hindu, by Nationality- Indian, Pan Number - **DFOPS2022Q**, Aadhaar No. **832220221241**, Birth Date- 26th February 1981.
3. **Shri Bijon Saha** son of Late Bidesh Chandra Saha, by faith - Hindu, by Nationality- Indian, Pan Number - **FCLPS1365E**, Aadhaar No. **526663754773**, Birth Date- **11th November 1986**.

All residing at - 361, Ganguly Bagan, Post Office- Naktala, Police Station- Netaji Nagar, Kolkata- 700047, in the District of South 24 Pargānas, West Bengal.

And further include each of her legal heirs, successor -in-interest, executors, administrators, representatives and / or assignees as the case may be.

B. Developers:

"Constructive Construction", a Proprietorship concern having its registered Office at 2/222, Sree Colony, Post Office- Regent Estate, Police Station- Netaji Nagar, Kolkata- 700092, owned and managed by its proprietor, namely **Shri Badal Krishna Saha**, (Pan- **AJEPS3580N**, Aadhar No. **315230571400**, Birth Date 2nd September 1957), son of Late Kanai Lal Saha, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 2/222, Sree Colony, Post Office- Regent Estate, Police Station- Netaji Nagar, Kolkata-700092, District -South 24 Parganas.

And further include each of their legal his, successor -in-interest, executors, administrators, representatives and / or assignees as the case may be.

C. Property:

All That piece and parcel of land measuring more or less **3 (Three) Cottahs 10 (Ten) Chittacks**, together with **500sq.ft.** Tin shaded structure standing thereon; along with structure, lying and situated at Mouza- **Naktala**, being marked in **L.O.P. No. 361, J.L. No. 32, in C.S. Plot No. 333 (P)**, presently within the limits of the Kolkata Municipal Corporation, **Ward No. 100** at Kolkata Municipal Corporation Premises **No. 38H Durgaprasanna Paramhandha Road**, having its mailing address at Plot 361, Ganguly Bagan SCH Kolkata, Police Station- Netaji Nagar, Kolkata- 700047; **Ward No. 100** in the District of South 24 Parganas, vide Assesse No. **21-100-04-2100-9**; having its Sub Registrar office at Alipore; South 24 Parganas; together with Right of easement, free access, underground and overhead electric and telephone cables through the Road of the said premises.

D. Development Agreement:

That, this present Agreement for **Development** deemed to have been commenced on and with effect from the date of signing of the Agreement; i.e. the **13th day November**, Two Thousand and Twenty Four (**2024**).

G. Building:

Multi Storied Building to be constructed by the Developer on the said Landed Property.

Plan:

The building plan to be prepared by the Architect/ Engineer and the Building to be constructed at the cost of the Developer.

H. "Common Parts" shall mean the equipment and accessories provided for and / or reserved in the said Building including the common passage around the premise, courtyard, stair-cane, landings, septic tank, Semi underground water reservoir, overhead tank and motor & pumps (if any) electrical installations etc. for common use and enjoyment of the intending Purchasers.

I. "Common Expenses" shall mean and include a proportionate share of costs, charges and expenses for working, maintenance, upkeep, repairs and replacement of the common parts and common amenities excluding proportionate share of Municipal tax and other taxes and levies relating to or connected with the said Building and the said property Purchasers shall form Owner's Association or Body or Owner Association in any name for maintenance and cost of maintenance will be borne by the owners proportionately.

J. "Covered Area" shall mean the carpet area of the flat including internal partition walls and peripheral walls of that flat and 50% of common walls.

K. "Built-Up Area" shall mean the summation of covered area and proportionate share of total staircase (as per plan) to covered area.

L. "Common Area" shall mean the common passage around the premises, courtyard, stair-cases, landings, septic tank, septic underground water reservoir, overhead tank, motor pumps, electrical installations etc. for common use and enjoyment of the intending Purchaser.

M. "Proportionate Share" shall mean in the case of any unit / flat and / or any Other space the proportion or ration which the floor space of any flat, unit and / or any other space bears to the aggregate of all the floor spaces of all the flats and all the car parking spaces in the said property but excluding the area comprising the common parts and the common areas thereof in the said property and the building.

O. "The Pronoun 'He or His'" in these presents shall mean and be construed to have been used to mean any person or persons (male or female) a firm a company or any other legal entity capable of holding property if the context so admits.

P. Architect:

The person and/or firm to be appointed by the Developer for supervising the said building during the construction period.

Q. Owner's Allocation:

Owner's shall be entitled to get in following manner as mention below:-

- i. Shall get **50%** of constructed area **on Ground Floor at Eastern side of proposed Multi Storied Building** as per the Proposed Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**
- ii. Shall get **50%** of the constructed area on **First Floor** at Western side **as per F.A.R of proposed Multi Storied Building** as per the Proposed Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.
- iii. Shall get **50%** of the constructed area on **Second Floor** at Eastern side **as per F.A.R of proposed Multi Storied Building** as per the Proposed Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.
- iv. Shall get **50%** of the constructed area on **Third Floor** at Western side **as per F.A.R of proposed Multi Storied Building** as per the Proposed Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.

Along with non refundable amount of Rs.15,00,000/- (Rupees Fifteen Lakh) only out of which Rs.5,00,000/- (Rupees Five Lakhs only) shall be paid ^{Month of} in the ~~Month of~~ ^{Month of} July 2025, shall be paid ^{Month of} in the ~~Month of~~ ^{Month of} January 2026, and rest Rs.5,00,000/- (Rupees Five Lakhs only) shall be paid after possession.

Along with shall also pay an earnest amount of Rs.15,000/- (Rupees Fifteen Thousand) per month form January 2025 till June 2025, Developer shall further pay an amount of Rs.10,000/- (Rupees Ten Thousand) per month as earnest money from July 2025 till December 2025 month of the said project and finally the developer shall further pay an amount of Rs.5,000/- (Rupees Fifteen Thousand) per month as earnest money from January 2026 till June 2026.

And the Developer shall bear shifting charges of one residential house from the date of getting the physical possession of the said land till handover of the Owner's Allocation to the Owners in the newly constructed building.

If Developer is able to further extent the said project after receiving sanction building then for said extension the land lord shall further get an amount of Rs.5,00,000/-

(Rupees Five Lakhs only) as non-refundable amount at the time of Possession of the said Owner allocation.

R. Developer's Allocation:

The Developer will be entitled to Rest of the Construed area, after providing the Owner's allocation of the proposed **Multi** Storied Building along with the proportionate share of common portion, common facilities and common amenities of the said proposed **Multi** Storied Building, which are more fully and particularly described in the **Third Schedule** hereunder written.

S. Saleable Portion:

The entire portions in the building save and except Owner's share of allocation pertaining to the Developer's allocation as described in the Third Schedule.

T. Common Service Areas:

All the common service facilities excluding the over-head water reservoir and water lifting pump and Motor which to be enjoyed by the Owners and the Developer of the building more fully and particularly described in the Fourth Schedule hereunder written.

U. Transferors:

In the context of this Agreement, the Owners herein respect of the undivided proportionate share of the land pertaining to the Developer's allocation after the completion of the construction of the proposed building as per the proposed plan.

V. Transferee:

Shall mean the person, firm, limited company or association or persons to whom any space other than the building would be transferred.

W. With the Grammatical Variation:

Shall mean transfer by means of conveyance and shall include transfer possession and by any other means adopted for effecting what is understood as a transfer of space with undivided interest of land proportionate, to the flat and the right of use in common space in Multi Storied Building to the purchaser thereof.

X. Words Importing:

Singular shall include Plural and Vice Versa, Masculine shall include Feminine and Neuter, likewise, words, Genders shall include Masculine and Feminine Genders.

Y. Transfer:

Transfer of proportionate undivided share / interest of land in property by the Owner attributable to the Developer's allocation and the Owner's allocation against which the Developer will construct the building where there will be both Owner and Developer's allocation.

Z. Consideration:

Owner's allocation will be constructed at the cost of the Developer against which the Owner will transfer the undivided proportionate share of land in the property attributable to the Developer's allocation.

Z. Delivery of Possession of Land:

In the context of this Agreement, the Owner will hand over to the Developer, a peaceful well demarcated physical possession of the property with the execution of the agreement for the purposes of the construction as per this agreement.

AA. Time:

The Developer will complete the building and deliver the peaceful vacant physical possession of the Owner's allocation within **24 (Twenty Four)** months from the date of Sanction Plan. The time may be extended due to unavoidable circumstances arises if any, by the mutual consent of both the parties, but the same shall not be extended for more than 6 (Six) months in any circumstances.

AB. Date of Commencement:-

This agreement be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developers Allocation is sold or transferred to the intending Purchaser or Purchaser's.

AC. Undivided Share of Land:

The undivided proportionate share / interest in the land of the property attributable to each flat / units pertaining to the Developer's allocation and the Owner's allocation.

AD. Manner of Work and Specification:

The materials and accessories which are to be used for the construction of the building (more fully and particularly described in the Sixth Schedule hereunder written).

AE. Project:

The work of development of the said property undertaken by the Developer.

AF. Unit:

Any independent flat in the building, which is capable of being exclusively owned, used and/or enjoyed by any unit Owners and which is not the common portion.

AG. Unit Power:

Any person who acquires, holds and/or owns any unit in the building shall include the Owner's and the Developer for the units held by them from time to time.

AH. Tax Liabilities:

The Owner shall not be liable to pay the tax liability in respect of selling the flats and spaces under Developer's allocation.

Article - II

Owner shall represent as follow:-

- a) The Owner is in absolute possession, right, title and interest in respect of the property more fully described in the First Schedule hereunder written.
- b) There are no suits, litigations or legal proceedings in respect of the property.
- c) No person other than the Owner have any right, title and interest of any nature whatsoever in the property or any part thereof.
- d) The right, title and interest of the Owners in the property are free from all the encumbrances and the Owners have a marketable title thereto.
- e) The premises or any part thereof is at present not affected by any requisitions/ acquisitions/ any alignment of any authority/ authorities under any law and/ or otherwise nor any notice/ intimation about any such proceedings has been received or come to the notice of the Owner.
- f) Neither the property nor any part thereof has been attached and/ or is liable to be attached due to Income Tax Revenue or any other public demand.
- g) The Owners have not in any way dealt with the property whereby the right, title and interest of the Owners as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

Article - Iii: Owner's Right

- a) The Owners will get the Owner's allocation described in the Second Schedule hereunder written without any hindrances from the Developer.
- b) The Owners shall deliver the Original Title Deed or Deeds or any other documents from their custody to Developer.

Article - Iv: Owner's Obligation

- a) The Owners shall answer and comply with all the requisitions made by the Advocate of the Developer for establishing the title of the Owners in respect of the property and shall make out a remarkable title, if encumbered any manner. The Owner shall remain liable to rectify all the latent defects in the title, if any at her costs and expenses. The Owner will make the delivery of peaceful, vacant physical possession of the said property to the Developer before the construction of the building as desire by the Developer free from all the encumbrances. The Developer will be authorized to construct and complete the building at his cost and as per the specifications mentioned herein without any interference or hindrances from the side of the Owner.

- b) During the continuance of this Agreement the Owner shall not let out a fresh grant, lease, mortgage and/ or create any charge, lispence in respect of the property or any portion thereof without the consent in writing of the Developer and the Developer for the time being assist the Owner.
- c) The Owners will, if required, execute agreement for sale in respect of sale of the undivided proportionate share of land attributable to the units pertaining to the Developer's allocation and shall present the same before the registration authority in respect of the Flats pertaining to the Developer's allocation for registration at the cost of the Developer and/ or its nominee.
- d) The Developer with the execution of this Agreement shall request the Owner for delivery of all the original documents in relating with their title or property. Which the Owner shall be bound to comply that.
- e) The Owner shall solely be responsible for delivering the peaceful vacant physical possession of the property to the Developer, free from all the encumbrances.
- f) The Owner will extent all the reasonable cooperation to the Developer for effecting the construction of the said building.
- g) The Owner shall, if required, from time to time, transfer to the Developer and/ or its nominee undivided proportionate share in the land attributable to the units pertaining to the Developer's allocation in the building simultaneously or after the Delivery of Possession, the Owner's allocation. The costs of preparation, stamping, and registration of the necessary document such as Declaration, Affidavit, Boundary Declaration, Kolkata Municipal Corporation Deceleration, Gift to Kolkata Municipal Corporation, if any, shall be borne and paid by the Developer.
- h) In case of any encumbrances or dispute arises relating to the Title or Ownership in respect of the said property, then in such event the Owners shall be liable to meet up and remove the same at their own costs and expenses. In case the Owners do not, then the Developer will be at liberty to do so and to recover the said costs from the Owner or through Owner's Allocation.
- i) The Owner shall, if required, from time to time, grant such further power or authorities to the Developer concerning the project, for the Developer is doing the various works envisaged hereunder, including entering into an agreement for sale (excluding the Owner's allocation) and/ or construction of the building and/ or portion thereof and to receive all the amount in pursuance thereof.
- j) That the Developer shall jointly be liable to pay all the previous taxes, mutation expenses in respect of the above noted property.

Development Power of Attorney

Know All Men By These Presents that We, a. **Smt. Puspa Saha** wife of Late Bidesh Chandra Saha and daughter of Late Kanai Lal Saha, by faith - Hindu, by Nationality- Indian, Pan Number - **FCLPS1366H**, Aadhaar No. **997481044397**, Birth Date - 10th February 1960, b. **Shri Pampa Saha** daughter of Late Bidesh Chandra Saha, by faith - Hindu, by Nationality- Indian, Pan Number - **DFOPS2022Q**, Aadhaar No. **832220221241**, Birth Date- 26th February 1981 and c. **Shri Bijon Saha** son of Late Bidesh Chandra Saha, by faith - Hindu, by Nationality- Indian, Pan Number - **FCLPS1365E**, Aadhaar No. **526663754773**, Birth Date- **11th November 1986**; All residing at - 361, Ganguly Bagan, Post Office- Naktala, Police Station- Netaji Nagar, Kolkata- 700047, in the District of South 24 Parganas, West Bengal; do hereby nominate constitute and appoint, "**Constructive Construction**", a Proprietorship concern having its registered Office at 2/222, Sree Colony, Post Office- Regent Estate, Police Station- Netaji Nagar, Kolkata- 700092, owned and managed by its proprietor, namely **Shri Badal Krishna Saha**, (Pan- **AJEPS3580N**, Aadhar No. **315230571400**), son of Late Kanai Lal Saha, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 2/222, Sree Colony, Post Office- Regent Estate, Police Station- Netaji Nagar, Kolkata-700092, District -South 24 Parganas; to be my true and lawful **Attorney** in my name and on my behalf to do execute and perform generally to do all other acts, deeds, matters and things whatsoever in and about the said property and the affairs relating thereto as effectually as I/ We / ourselves could do:-

- a) To appear before the Kolkata Municipal Corporation for mutation, water connection and appear before the CESC for electric connection.
- b) To sign the plan and all the relevant papers in respect of the building plan and present the same to the Kolkata Municipal Corporation and/ or any other competent authority.
- c) To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts necessary for constructing the said building.
- d) To obtain clearances from all the Government Departments and Authorities including Fire Brigade K.M.D.A. Police and the Authorities of Urban Land Ceiling Department, as may be necessary.
- e) To sign and apply for Proposed of Building Plan, Drainage Plan, Water Connection, Electricity Connection and other utilities as may be necessary for the convenience and enjoyment of the building standing on the land of the said premises.

- f) To appear before any officer of the Kolkata Municipal Corporation or any Court or Tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.
- g) To represent me before any Court of law.
- h) To appear and to act in all Courts – Civil, Criminal and Tribunal whenever required.
- i) To sign and verify plaints and written statements petitions, objections, memo of appeals, affidavits and application of all kind and file those in a court of law.
- j) To engage and appoint any Advocate or Counsel wherever required with the consent of Owner.
- k) To negotiate on terms for and to agree to and enter into and conclude any Agreement for sell the said Developer's share of allocation (Save and except Owner's share of allocation) to any purchaser or purchasers at such price, the said attorney in its absolute discretion, thinks proper and/ or to cancel and/ or repudiate the same.
- l) To receive from the intending purchaser any earnest money and/ or advance or advances and also the balance of the purchaser money against the said Developer's share of allocation (Save and except Owner's share of allocation) and to give good, valid receipt and discharge for the same.
- m) Upon such receipt as aforesaid to sign, execute and deliver any conveyance or conveyances in respect of the said Developer's share of allocation (Save and except Owner's share of allocation) described in the Third Schedule hereunder written in favour of the said purchaser or his/ her nominee or assignee.
- n) To sign and execute all other deeds, instruments and assurances which that said attorney shall consider necessary and to enter into and/ or to such covenants and conditions as may be required for fully and effectually conveying in respect of the Developer's share of allocation (Save and except Owner's share of allocation) if the Owners themselves present.
- o) To present any such agreement or agreements conveyance or conveyances in respect of the Developer's share of allocation (Save and except Owner's share of allocation) for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which our said attorney shall consider necessary for sale of Developer's share of allocation (Save and except Owner's share of allocation) of the said premises as aforesaid to the purchaser as full and effectually in all respects as the Owners do on the same themselves.
- p) The Owner will, if required, execute the agreement for sale in respect of the sale of the undivided proportionate share of land attributable to the units pertaining to the

Developer's allocation and present the same before the registration authority in respect of the Flat pertaining to the Developer's allocation for registration at the cost of the Developer and/ or its nominee.

- q) The Owner, with the execution of this Agreement, will hand over the original copy of the Title Deeds relating to the said property to the Developer and/ or Owner shall bound to produce all the original documents in relating with their tile or property at any time to any competent authority in the request of the Developer.
- r) The Owner will extend all the reasonable cooperation to the Developer for effecting construction of the said building.
- s) The Owner shall, if required, from time to time, transfer to the Developer and/ or its nominee undivided proportionate share in the land attributable to the units pertaining to the Developer's allocation in the building simultaneously or after the Delivery of Possession the Owner's allocation to the Owner and the consideration for the same shall be a part of the cost of the construction of the Owner's allocation. The costs of preparation, stamping, and registration of the necessary document such as Declaration, Affidavit, Boundary Declaration, Kolkata Municipal Corporation Deceleration, Gift to Kolkata Municipal Corporation, if any, shall be borne and paid by the Developer.
- t) In case of any encumbrances or dispute arises relating to the Title or Ownership in respect of the said property, then in such event the Owner shall be liable to meet up and remove the same at their own costs and expenses. In case the Owner do not, then the Developer will be at liberty to do so and to recover the said costs from the Owner.
- u) To sign and execute a proper Agreement for Sale or Deed of Conveyance in respect Developer Allocation along with undivided importable proportionate share of the land underneath as per the Proposed plan to be Proposed by the Kolkata Municipal Corporation upon the land mentioned in the schedule hereinabove.
- v) The Owner shall, if required, from time to time, grant such further power or authorities to the Developer concerning the project, for the Developer is doing the various works envisaged hereunder, including entering into an agreement for sale (excluding the Owner's allocation) and/ or construction of the building and/ or portion thereof and to receive all the amount in pursuance thereof.
- w) The Developer with the cooperation of the Owner will make all the arrangements for mutually settle the litigations by withdrawing the suits/ case at its cost without making the Developer liable for the same.

Article - V: Developer's Right

- a) The Developer will have the exclusive right to build and complete at its own cost within the stipulated time as aforesaid subject to its getting the vacant possession of the premises with joint effort of the Owner and the Developer.
- b) In the event of any dispute, both the parties will amicably settle the matter.
- c) The Developer will have the exclusive right to commercially exploit the Developer's allocation. The Developer will have full right and absolute authority to enter into any sale agreement/ sale with any intending purchaser/ purchasers in respect of the said Developer's share of allocation (Save and except Owner's share of allocation) at any price of its discretion and receive advance/ consideration in full thereof.
- d) The Developer will be entitled to occupy and use the property **Subject To** the terms and of this agreement, for the duration of the project. The Developer will be entitled to use the said premises for setting up a temporary size office and/ or quarters for its guard and other staff and shall further be entitled to put up sign boards and advertisement of the project and post its watch and ward staffs after getting possession of the said property from the Owner.
- e) Upon being inducted into the premises, the Developer will be at liberty to do all the works as be required for the project and to utilize the existing electricity and water, if any, in the property, at its costs and expenses. The Developer will have the right to obtain the temporary connection of utilities for the project and the Owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.
- f) The Developer will be entitled to receive, collect and realise all the money out of the Developer's allocation from the intending purchaser in respect of the units/ spaces/ car parking spaces appertaining to the Developer's allocation without creating any personal and/ or financial liability upon the Owners.
- g) The Developer to cause such changes to be made in the plans as the architect may approve and/ or shall be required by the concerned authorities from time to time for the betterment of project.
- h) The Developer will be authorized so far as it necessary to apply for and obtain quota of cement, sleek brick and other building materials for the construction of the building.
- i) The Developer will be entitled to deliver the unit pertaining to the Developer's allocation to the intending purchaser/ purchasers.
- j) The Developer will be entitled to transfer the undivided proportionate share of land in the premises together with proposed flats attributable to the Developer's allocation

by the virtue of the Power of Attorney to be given by the Owner to the Developer or its nominee.

- k) The Developer will be entitled to make publicity and advertisement in all possible manners for the benefit of the commercial exploitation of the Developer's allocation.
- l) The Owner shall give such cooperation to the Developer and sign all the papers, confirmation and/ or authorities as may be reasonably required by the Developer from time to time for the project, at the cost and expenses of the Developer.
- m) The Developer shall have the right to demolish the existing structure and taken over the existing materials if any.

Article - Vi: Developer's Obligation

- a) The Developer prior to the Delivery of Possession and/ or execution of any Deed of Conveyance in respect of the Flat/ Units and other constructed spaces under the Developer's allocation to any third party or intending purchaser will deliver the Flats/ Units and other constructed spaces under the Owner's allocation complete in all the respect including the electrical connection, water pump, municipal water, sewerage, drainage connection, plumbing, sanitary, overhead and underground water tanks i.e. habitable condition to the Owners within 24 (Twenty Four) months from the date of the Sanction Plan. The time may be extended due to unavoidable circumstances arises if any, by mutual consent of both the parties, but the same shall not be extended for more than 6 (six months) in any circumstances. Notwithstanding the Developer will be entitled to extend time for completion of the project. In the event of any disputes regarding the vacant possession, both the parties will amicably settle the matter according to the situation.
- b) The Developer shall complete the Multi Storied building as agreed and shall take care of the local hazards or accident during the continuation of construction and the Owner shall have no liability to the effect.
- c) It is hereby also agreed that the delivery of the possession the Owner allocation shall be made first.
- d) All costs, charges, expenses and responsibility for the construction of the building and/ or the development of the said premises shall be borne and paid by the Developer exclusively. The Developer will complete the Owner's allocation with the specification annexed hereto.
- e) The Developer will construct the building with ISI standard materials available in the market.
- f) The Developer will bear all the costs arising out of the construction of the building.

- g) The Developer will bear all the liabilities and imposition in respect of the premises and/ or part thereof from the date of taking possession of the premises till the Developer delivers the Flats/ Units and other construction spaces under the Owner's allocation to the Owner from the date of the Owner's allocation is landed over to the Owners, complete and made habitable in terms hereof, the Owners shall be responsible to pay and bear the outgoings and impositions in respect of the Owner's allocation whereas, the Developer will remain responsible for the liabilities and imposition on the Developer's allocation.

Article - Vii: Indemnity

- a) The Developer indemnifies the Owner against all the claims, accidents, actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.
- b) The Developer will indemnify and keep the Owner indemnified in respect of all the costs, expenses, liabilities, claims, and/ or proceedings arising out of any acts done in pursuance of the authorities given as aforesaid.
- c) The Developer will keep the Owner saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof.
- d) The Developer indemnifies the Owner against all the claims or demand that may be made due to any things done by the Developer during development of the said premises and the construction of the new building including the claim by the adjoining properties for damages their building.
- e) The Developer indemnifies the Owner against all the claims and demands of the suppliers, contractors, workmen and agents of the Developer on the account whatsoever including any accident of other loss.
- f) The Developer indemnifies the Owner against any demand and/ or claim made by the unit holder in respect of the Developer's allocation.
- g) The Developer indemnifies the Owner against any action taken by the Municipality and/ or other authority for any illegal or faulty construction or otherwise of the building.
- h) The Developer hereby agrees with the Owner not to do any act, deed or things whereby the Owner will be prevented from enjoying, selling, disposing, assigning of any of Owner's allocation in the property.

Article - Viii: Common Understandings

- a) In case it is required to pay any outstanding dues to the municipality or any other outgoings and liabilities in respect of the premises till the date the Owner hand over

the vacant and peaceful possession of the premises to the Developer, then the Owner shall pay such dues and bear the costs and expenses thereof and the Developer will be liable for the subsequent period, if any. In other word, the Developer will pay the municipal rates and taxes and electricity bills as outstanding dues of the said premises till the date of handing over possession of the Owner's allocation to the Owners, where after the Owner's shall be responsible for their allocation and the Developer for their allocation.

- b) The Owner shall be solely and exclusively entitled to the Owner's allocation and the Developer's allocation in the newly constructed building along with common service area as per Building plan.
- c) The Owner's allocation shall be raised and constructed by the Developer for and on behalf of the Owner. The Developer's allocation of the building shall be constructed by the Developer for and on behalf of itself. The Owner and the Developer will be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem fit and proper **Subject To However** the general restrictions for mutual advantage inherent in the Owner's allocation. They will also be at liberty to enter into an agreement for sale of their respective allocation **Save That** insofar as the same relates to common areas (as described in the Fourth Schedule hereto) common expenses (as described in the Fifth Schedule hereto) and other matter of common interest, the Owners and the Developer will adopt the same covenants and restrictions. The form of such agreement to be utilized by the parties shall be such as drawn by the advocates in consultation with the parties hereto, but the same shall be in accordance with the practices prevailing in respect of Ownership flat buildings in South 24 Pargans.
- d) The Developer will be entitled to all such monies receivable in respect of the Developer's allocation **Provided However** that the monies payable and/ or deposits for common purposes and common expenses shall be receivable only by the Developer from all the units Owner till formation of the society or any Owner's association of the unit Owner.
- e) The Developer will provide electricity connection for the said building including the Owner's allocation and the Owner and/ or their nominees shall reimburse for their individual meter as required to obtain electricity from the WBCESC to the Developer.
- f) Upon completion of the building, all the flat Owners shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management of the said building.

- g) If so required by the Developer, the Owner shall join and/ or cause such persons as may be necessary to join as confirming parties in any documents conveyance and/ or any other documents of transfer that the Developer may enter into with any person who desire to acquire units comprised in the Developer's allocation. That if the Developer died during the construction of the building, the legal heirs/ assignee/ successor/ successors-in-office/ legal representatives will be responsible to complete the construction work of the proposed building.

Article - IX: Common Restrictions

- a) Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any trade or activity detrimental to the peaceful loving of the other occupiers of the building.
- b) Neither party shall demolish or permit to demolish any wall or make any Structural alteration to the building.
- c) Both the parties shall abide by all laws, bye-laws, rules and regulation of the competent authority in enjoying the occupation of the building.
- d) Both the parties will jointly form a committee to look after the maintenance of the building. But with the Owners tale possession of the Owner's allocation and the Developer sale major parts of its allocation, the Developer will have no liability to the said committee and/ or any association to be formed.
- e) Neither party shall use or permit to usage of their respective allocation or any portion of the said building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- f) Both the parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building giving notice in writing.
- g) Both the parties will bear proportionate tax, maintenance cost, and day to day expenditure of their respective allocation after completion and delivery of possession of the building.

Article - X: Miscellaneous

- a) The Owners and the Developer have entered into this agreement purely on independent status and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- b) Through this Agreement no transfer of right, title or interest in respect of the said property has been assign to the Developer herein absolutely.
- c) Save and except this agreement no agreement and/ or oral representation between the parties hereto exists or will have any validity.

Article - Xi: Force Majure

The Developer will complete the Owner's allocation within the stipulated period subject to the circumstances which may not be found beyond control of the Developer.

Article - Xii: Jurisdiction

The Court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this Agreement.

Statutory Para

Be it noted that by this Development Agreement and the related Developer Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement / Final Document / for transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement / Final Document for transfer of property between the Owners and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

The First Schedule above Referred to**[The Premises]**

All That piece and parcel of land measuring more or less **3 (Three) Cottahs 10 (Ten) Chittacks**, together with **500sq.ft.** Tin shaded structure standing thereon; along with structure, lying and situated at Mouza- **Naktala**, being marked in **L.O.P. No. 361, J.L. No. 32, in C.S. Plot No. 333 (P)**, presently within the limits of the Kolkata Municipal Corporation, **Ward No. 100** at Kolkata Municipal Corporation Premises **No. 38H Durgaprasanna Paramhandha Road**, having its mailing address at Plot 361, Ganguly Bagan SCH Kolkata, Police Station- Netaji Nagar, Kolkata- 700047; **Ward No. 100** in the District of South 24 Parganas, vide Assesse No. **21-100-04-2100-9**; having its Sub Registrar office at Alipore; South 24 Parganas; together with Right of easement, free access, underground and overhead electric and telephone cables through the Road of the said premises; whereon and whereupon proposed new building is to be constructed and / or built and the said property is butted and bounded as follows:-

- On the North: By **Scheme Boundary.**
- On the South: By **Scheme Boundary.**
- On the East: By **Scheme Boundary.**
- On the West: By **H.S. Plot No. 360.**

Or Howsoever Otherwise the same is butted and bounded called, known, numbered and / or distinguished.

The Second Schedule Above Referred To

[Owner's Allocation]

Owner's shall be entitled to get in following manner as mention below:-

- a. Shall get **50%** of constructed area on **Ground Floor at Eastern side of proposed Multi Storied Building** as per the Proposed Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**
- b. Shall get **50%** of the constructed area on **First Floor** at Western side **as per F.A.R of proposed Multi Storied Building** as per the Proposed Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.
- c. Shall get **50%** of the constructed area on **Second Floor** at Eastern side **as per F.A.R of proposed Multi Storied Building** as per the Proposed Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.
- d. Shall get **50%** of the constructed area on **Third Floor** at Western side **as per F.A.R of proposed Multi Storied Building** as per the Proposed Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.

Along with non refundable amount of Rs.15,00,000/- (Rupees Fifteen Lakh) only out of which Rs.5,00,000/- (Rupees Five Lakhs only) shall be paid in ^{Month of} ~~the~~ July 2025, shall be paid in ^{Month of} ~~the~~ January 2026, and rest Rs.5,00,000/- (Rupees Five Lakhs only) shall be paid after possession.

Along with shall also pay an earnest amount of Rs.15,000/- (Rupees Fifteen Thousand) per month form January 2025 till June 2025, Developer shall further pay an amount of Rs.10,000/- (Rupees Ten Thousand) per month as earnest money from July 2025 till December 2025 month of the said project and finally the developer shall further pay an amount of Rs.5,000/- (Rupees Fifteen Thousand) per month as earnest money from January 2026 till June 2026.

And the Developer shall bear shifting charges of one residential house from the date of getting the physical possession of the said land till handover of the Owner's Allocation to the Owners in the newly constructed building.

If Developer is able to further extent the said project after receiving sanction building then for said extension the land lord shall further get an amount of Rs.5,00,000/-

(Rupees Five Lakhs only) as non-refundable amount at the time of Possession of the said Owner allocation.

The Third Schedule Above Referred To

[Developer's Allocation]

The Developer will be entitled to the Rest of the Construed area, after providing the Owner's allocation of the proposed **Multi** Storied Building along with the proportionate share of common portion, common facilities and common amenities of the said proposed **Multi** Storied Building, which are more fully and particularly described in the **Third Schedule** hereunder written.

And there have the liberty to sell or transfer at their own choice. If the title of the owners not clear and the construction work may delayed due to the title of the ownership of the owner, the time bound not to be calculated.

The Fourth Schedule above Referred to

[Specification of Construction]

a) **Structural Construction:**

Building design on RCC foundation with RCC framed structure with RCC roof slabs all confirming to National Building Code of India and Kolkata Municipal Corporation.

b) **Perimeter Walls:**

200 mm thick cement work (1:6 sand cement mortar).

c) **Internal Walls:**

200/ 175 mm thick with cement work (1:4 sand cement mortar) with wire reinforcement in every 2nd layer.

d) **Surface finish:**

Internal all walls and ceiling cement plastered and plaster of parish outside surface sand, cement plaster and snowcem wash.

e) **Flooring:**

Vertified Tiles 2'x2' skirting in bed rooms and all other floors.

f) **Door:**

All Door Frame would be Sal wood, Main Door and all the internal doors shall commercial flush doors.

g) **Window:**

All windows will be sliding aluminum with smoke glass cover with M.S. grill or Square bar as per requirement.

h) **Kitchen:**

ISI marked Vertified Tiles floor 2'x2' skirting, Black stone kitchen platform with 2'6" height white glazed ceramic tiles on the wall, one steel sink, one C.P. bib cock.

i) **Toilet:**

ISI marked Vertified Tiles floor 2'x2' skirting with 6'-6" height wall tiles (white in colour) over all, one white commode with cistern (PVC) white in colour, One C.P. bib cock, concealed water lines, ceramic white basin and shower in toilet and both the toilets shall be provided with suitably positioned lights.

j) **Electricals:**

Concealed copper wire line with necessary fittings, sufficient light points, fan points and plug point in each and every rooms balcony, kitchen, living cum dining, bath rooms by plate switches of reputed mark i.e., Each Bedroom – 2 Light points, one 5 Amp. Plug Point, One Fan Point. Living-cum-Dining – One 5 Amp. Plug Point, Two Light Points and One Fan Points. Toilets – One Light Point, One Geezer Point, One Exhaust Fan Point. W.C. – One Light Point. Kitchen – One Aqua-guard Point, One 15 Amp. Plug Point, One Light Point and One Exhaust Fan Pont.

k) **Finishing:**

Plaster of putty over sand cement plaster would be done in all inside walls, one coat putty.

l) **Water:**

Kolkata Municipal Corporation water supply at the underground reservoir with pumping facilities to overhead tank for the distribution of water to the individual flats through common surface pipe line (PVC) and pipe line up to the overhead tank at the roof of the building.

m) **Stairs and Landings:**

Marble Finish (with Light Point).

n) **Verandah Railing:**

Grills upto 3' height.

o) **Roof:**

Water proofing treatment of roof.


Extra Work:

No Extra work in the Flat would be carried out by the Developer. In the event such work is to be carried out, then in such event the Purchasers or Owners shall bear all the extra costs and expenses and for such extra work, it carried out, no deduction would be made by the Developer in the price of the Flat as agreed to the sold/ purchased.

**The Fifth Schedule above Referred to
(Common Rights)**

- a) Stair-case in all the floors of the said building.
- b) Stair-case landings on all the floors of the said building.
- c) Common passage including main entrance of the floors leading to roof.
- d) Water pump, overhead water tank and water supply line.
- e) Electric service line and electric main line wiring, electric meter for pump installed on the building and the meter box.
- f) Drainage and Sewerages.
- g) Boundary walls and Main gate with 5"ft.
- h) The ultimate roof of the building.
- i) Such other common parts, areas, equipments, installations, fixtures, fittings and spares in or above the said building as are necessary for the use and occupancy of the said building in common.

**The Sixth Schedule above Referred to
[Common Expenses]**

- a) All electricity charges payable in common for common portions of the buildings.
 - b) Premium for insurance of the building if any made.
 - c) Municipal and all other taxes levied on the building and other outgoings and any other charges required for payment towards the common use and enjoyment.
 - d) Salaries and/ or wages for Darwan, Sweeper, etc.
 - e) Regular maintenance of the building and attachment including periodical paintings of the outer side of the buildings, common spaces.
 - f) Maintenance of Sewerage lines, External pipelines, sanitary tanks, underground water reservoir and other common attachments.
 - g) Any other common expenses that the Owners Association of the building may decide if any all formed by the Flat Owner.
- 

In Witness Whereof the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

Signed, Sealed & Delivered by the Parties at Kolkata in the Presence of:-

1.

Pamela Das

(Adv)

Alipore Judges' Court,
Kt-27

Puspa Saha

Pampa Saha

Rijon Saha

(Signature of Owner / First Part)

2. Sri Haribin Raham

(Adv)

Alipore Judges' Court,
Kt-27

Drafted & Identified by me,

Pamela Das

Pamela Das.

(Advocate)

Alipore Judges Court
Kolkata-700027.

Enrolment No. F/1097/2014.

Balaram Saha



(Signature of Developer/ Second Part)



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

Name

Signature *Puspa Saha*



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

Name

Signature *Pampa Saha*



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

Name

Signature *Rujon Saha*



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

Name

Signature *Rajul Mishra*

Major Information of the Deed

Deed No :	I-1603-18818/2024	Date of Registration	13/11/2024
Query No / Year	1603-2002872490/2024	Office where deed is registered	
Query Date	12/11/2024 6:49:45 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Habibur Rahaman Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9038277786, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Additional Transaction [4002] Power of Attorney, General Power of Attorney [Rs : 2/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Stampduty Paid(SD)	Market Value Rs. 87,59,375/-		
Rs. 10,070/- (Article 48(g))	Registration Fee Paid Rs. 60/- (Article.E, E, E)		
Remarks	Received Rs, 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :










District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Durga Prasanna Paramhansa Road, , Premises No: 38H, , Ward No: 100 JI No: 32, Pin Code : 700047

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 10 Chatak		86,09,375/-	Width of Approach Road: 24 Ft.
Grand Total :				5.9813Dec	0/-	86,09,375 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	0/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		500 sq ft	0/-	1,50,000 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Smt Puspa Saha Wife of Late Bisesh Chandra Saha Executed by: Self, Date of Execution: 13/11/2024 , Admitted by: Self, Date of Admission: 13/11/2024 ,Place : Office		 Captured	
	13/11/2024	LTI 13/11/2024	13/11/2024	
	361 Ganguly Bagan, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.:: FCxxxxxx6H, Aadhaar No: 99xxxxxxxx4397, Status :Individual, Executed by: Self, Date of Execution: 13/11/2024 , Admitted by: Self, Date of Admission: 13/11/2024 ,Place : Office			
2	Name Smt Pampa Saha Daughter of Late Bidesh Chandra Saha Executed by: Self, Date of Execution: 13/11/2024 , Admitted by: Self, Date of Admission: 13/11/2024 ,Place : Office		 Captured	
	13/11/2024	LTI 13/11/2024	13/11/2024	
	361 Ganguly Bagan, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: dfxxxxxx2q, Aadhaar No: 83xxxxxxxx1241, Status :Individual, Executed by: Self, Date of Execution: 13/11/2024 , Admitted by: Self, Date of Admission: 13/11/2024 ,Place : Office			
3	Name Shri Bijon Saha Son of Late Bidesh Chandra Saha Executed by: Self, Date of Execution: 13/11/2024 , Admitted by: Self, Date of Admission: 13/11/2024 ,Place : Office		 Captured	
	13/11/2024	LTI 13/11/2024	13/11/2024	
	361 Ganguly Bagan, City:- , P.O:- Naktala, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: FCxxxxxx5E, Aadhaar No: 52xxxxxxxx4773, Status :Individual, Executed by: Self, Date of Execution: 13/11/2024 , Admitted by: Self, Date of Admission: 13/11/2024 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Constructive Construction 2/222 Sree Colony, City:- , P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AJxxxxxx0N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Badal Krishna Saha (Presentant) Son of Late Kanai Lal Saha Date of Execution - 13/11/2024, , Admitted by: Self, Date of Admission: 13/11/2024, Place of Admission of Execution: Office	 Nov 13 2024 2:29PM	 Captured LTI 13/11/2024	 13/11/2024
2/222 Sree Colony, City:- , P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.:: AJxxxxxx0N, Aadhaar No: 31xxxxxxxx1400 Status : Representative, Representative of : Constructive Construction (as proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Smt Pamela Das Daughter of Late Rabi Chandra Das Alipore Judges Court, City:- , P.O:- Alipore Judges Court, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 13/11/2024	 Captured 13/11/2024	 13/11/2024
Identifier Of Smt Puspa Saha, Smt Pampa Saha, Shri Bijon Saha, Shri Badal Krishna Saha			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Puspa Saha	Constructive Construction-1.99375 Dec
2	Smt Pampa Saha	Constructive Construction-1.99375 Dec
3	Shri Bijon Saha	Constructive Construction-1.99375 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Puspa Saha	Constructive Construction-166.66666700 Sq Ft
2	Smt Pampa Saha	Constructive Construction-166.66666700 Sq Ft
3	Shri Bijon Saha	Constructive Construction-166.66666700 Sq Ft

Endorsement For Deed Number : I - 160318818 / 2024

On 13-11-2024

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

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

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

Presented for registration at 14:15 hrs on 13-11-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Badal Krishna Saha ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 87,59,375/-

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

Execution is admitted on 13/11/2024 by 1. Smt Puspa Saha, Wife of Late Bisesh Chandra Saha, 361 Ganguly Bagan, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife, 2. Smt Pampa Saha, Daughter of Late Bidesh Chandra Saha, 361 Ganguly Bagan, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife, 3. Shri Bijon Saha, Son of Late Bidesh Chandra Saha, 361 Ganguly Bagan, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Others

Indetified by Smt Pamela Das, , , Daughter of Late Rabi Chandra Das, Alipore Judges Court, P.O: Alipore Judges Court, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 13-11-2024 by Shri Badal Krishna Saha, proprietor, Constructive Construction (Sole Proprietorship), 2/222 Sree Colony, City:- , P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092

Indetified by Smt Pamela Das, , , Daughter of Late Rabi Chandra Das, Alipore Judges Court, P.O: Alipore Judges Court, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/11/2024 10:48PM with Govt. Ref. No: 192024250273447781 on 12-11-2024, Amount Rs: 28/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CZUFVL7 on 12-11-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,070/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10333, Amount: Rs 5,000.00/-, Date of Purchase: 12/11/2024, Vendor name: S DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/11/2024 10:48PM with Govt. Ref. No: 192024250273447781 on 12-11-2024, Amount Rs: 5,070/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CZUFVL7 on 12-11-2024, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 504537 to 504570
being No 160318818 for the year 2024.



Dhar

Digitally signed by Debasish Dhar
Date: 2024.11.26 15:27:12 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 26/11/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.