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Certified that this document is admitted to registration. The signature and the Endorsement sheet attached to the document are part of the document.

22-11-24

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 22nd day of November Two Thousand Twenty Four (2024) in BETWEEN

2539

21 OCT 2024

Value 107

Date

Sold to

Address

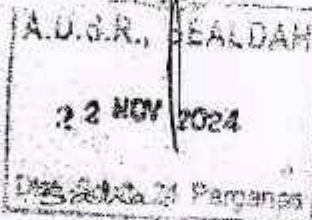
Vendor Sign

Soumen Paul
Kachar Para

Habra - North 26 Parganas

Sarmistha Chatterjee Mukherjee
Govt. Linca Stamp Vendor
Sealdah Civil Court, Kol-14

743263



Bishnu pada

S/o:- Late R. G. Saha.

Sealdah Court.

Kol-14.

oc:- Law Clerk.

SRI SOUMEN PAUL (PAN: AFWPP1255P, AADHAAR No.6978 2493 1349, Mob. No.9733806560), son of Late Hirendra Kumar Paul, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at P.L. Medical Gali, Kachari Para Road, P.O. & P.S. Habra, District - North 24 Parganas, West Bengal-743263, hereafter referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context mean and include his heirs, executors, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. S.P. ENTERPRISE, a Proprietorship Firm, represented by its Proprietor SRI ATANU GHOSH (PAN: AJOPG2410M, AADHAAR No.4376 3610 4935, Mob. No.9330116776), son of Sri Rabin Ghosh, by faith - Hindu, by occupation - Business, by Nationality - Indian, having its Office at premises no. D60, Canal South Road, Near Dakshini Kalibari, P.O. Dhapa, P.S. Pragati Maidan, Kolkata-700105, District - South 24 Parganas, hereinafter called the **DEVELOPER / BUILDER** (which terms or expression shall



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unless excluded by or repugnant to the context mean and include its executors, legal representatives, successors in office and assigns) of the **SECOND PART/OTHER PART**.

WHEREAS the land measuring 15 Bighas 10 cottahs 11 chittaks 20 sq. ft. of Collectorate Touzi No.1298/2833 of Mouza - Pubra Sura, Dihi Gram, 3 No. Division, Dihi "Sura" 9 Sub-Division, C.S. Calcutta Corporation Holding No.76, premises no.115 Raja Rajendra Lal Mitra Road, (Sen Bagan), within P.S. Beliaghata, S.R. Office at Sealdah Dist. 24 Parganas (South) originally belong to Madan Mohan Sen of 25, Madan Mohan Sen Lane.

AND WHEREAS said Madan Mohan Sen died intestate leaving behind his three sons namely Sri Thakurdas Sen, Sri Gobindra Chandra Sen and Sri Madhu Sudan Sen as his legal heirs and successors to his estate and said Thakurdas Sen died intestate leaving behind his only widow Smt. Bhuban Mohini Devi, as his only heirs and successors to his estate.



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AND WHEREAS the aforesaid Gobinda Chanda Sen, Madhusudan Sen, and Smt. Bhuban Mohini Devi while seized and possessed of the aforesaid land said Smt. Bhuban Mohini Devi, relinquished her rights, title and interest the $1/3^{\text{rd}}$ share of her aforesaid land in favour of Gobinda Chanda Sen and Sri Madhusudan Sen by an amicable arrangement / settlement in a Civil Suit. Thereby said Gobinda Chandra Sen and Sri Madhusudan Sen became the joint owners of the aforesaid property to the extent of 50% share.

AND WHEREAS the said Gobinda Chandra Sen, died intestate leaving behind his only son St Nanda Lal Sen as his legal heir and successor to his estate who inherited $\frac{1}{2}$ share of the aforesaid land being the legal heirs of deceased Govinda Chandra Sen and in the year 1868 said Nandalal Sen and Madhusudan Sen filed a partition suit before the Hon'ble High Court Calcutta in original side being partition suit No. 657 of 1868. In the said partition suit Nandalal Sen during continuance of the said partition suit had borrowed a good amount of money



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from a nationalized bank and accordingly the Hon'ble High Court at Calcutta had put the share of Nandalal Sen for auction to intending buyer. When the said auction sale was conducted by the Hon'ble High Court at Calcutta, said Madhusudan Sen had purchased the share of Nandalal Sen in the said property and accordingly said Madhusudan Sen became the sole owner of the aforesaid property to the extent of 100% share.

AND WHEREAS said Madhusadan Sen died on 8th August 1888 leaving behind his four sons namely Satkari Sen, Binod Behari Sen, Bipin Behari Sen, and Lal Mohan Sen as his legal heirs and successors to his estate. By virtue of the aforesaid inheritance said Satkari Sen, Binod Behari Sen, Bipin Behari Sen, and Lal Mohan Sen while seized and possessed the aforesaid property they filed a partition suit before the Hon'ble High Court, Calcutta being partition suit No. 398 of 1888 for partition of the aforesaid property by meats and bound and as per decree of the said partition suit said Satkari Sen alongwith Bipin Behari Sen and Lal Mohan Sen became the joint owners to the extent of



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$2/3^{\text{rd}}$ share of the said property and remaining $1/3^{\text{rd}}$ share belonged to Binod Behari Sen and said Satkari Sen died intestate leaving behind his three sons namely Jitendra Nath Sen, Harendra Nath Sen, and Sachindra Nath Sen, who inherited $1/3^{\text{rd}}$ out of $2/3^{\text{rd}}$ share jointly of the aforesaid land as the legal heirs of deceased Satkari Sen.

AND WHEREAS said Harendra Nath Sen was a lunatic as such his elder brother Jitendra Nath Sen obtained the permission from the Ld. District Judge, District - 24 Parganas being a suit no.306 of 1911 as per ACT 35 of 1858 to maintain and manage the $2/9^{\text{th}}$ share of land of said Harendra Nath Sen and subsequently on 13th December, 1911, said Jitendra Nath Sen obtained the permission from the Ld. District Judge Alipore, 24 Parganas to sell the $2/9^{\text{th}}$ share of said Harendra Nath Sen. Thereafter said Jitendra Nath Sen, self and also represented on behalf of Harendra Nath Sen and Sachindra Nath Sen sold, conveyed and transferred their $2/3^{\text{rd}}$ share of aforesaid land in favour of Sri Babu Lal Seal, Sri Gopi Nath Bhuinya, Sri Adhar



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Chandra Sadhukhan and Sri Binod Behari Das Adhikary by a registered Deed of Sale on 9th January 1912 and said Deed was registered in the S.R. Office at Sealdah, and recorded in its Book No.1, Volume No. 2, pages 21 to 30, being No. 23 for the year 1912. And said Binod Bihari Sen, sold, conveyed and transferred his $1/3^{\text{rd}}$ share of aforesaid land in favour of Babu Lal Seal, Gopi Nath Bhuniya, Adhar Chandra Sadhukhan and Binod Bhari Das Adhikary, by a registered Deed of Sale dated 9th January 1912, registered in the S.R. Office at Sealdah and recorded in its Book No. 1, Volume No.3 pages 26 to 33, being No. 24 for the year 1912.

AND WHEREAS by virtue of the aforesaid two deeds said Babu Lal Seal Gopi Nath Bhuniya, Adhar Chandra Sadhukhan and Binod Behari Das Adhikary have become the absolute owners of the aforesaid land measuring 15 Bighas 10 Cottahs 11 Chittaks 20 sq. ft. being Premises No. 115, Raja Rajendra Lal Mitra Road, and at the time of purchase of the said land said Babu Lal Seal and others took the loan from Lal Mohan Roy &



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Ramani Mohan Roy to purchase the property and for such loan they mortgage the aforesaid land in favour of said Lal Mohan Roy & Ramani Mohan Roy.

AND WHEREAS subsequently said Babu Lal Seal and others repay the said loan and on 2nd October, 1930 said Lal Mohan Roy and Ramani Mohan Roy release the said mortgage property in favour of Babulal Seal and others by a Registered Deed of Release the said deed of Release was registered in the D.R. Office at Alipore, and recorded in its Book No. 1, Volume No. 62 pages 60 to 64, Being No. 2740 for the year 1913.

AND WHEREAS after such Deed of Release said Babu Lal Seal, Gopinath Bhunia, Adhar Chandra Sadhukhan, Binod Bihary Das Adhikary, became absolute owners of the aforesaid land and they develop the said property by making common passage, drainage and also divided the aforesaid land in different plots. And thereafter on 02.10.1913 by a registered deed of sale, sold, conveyed, and transferred the land measuring 8 cottahs 10 sq.ft.



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in favour of Bhujagendra Nath Musafi by a registered Deed of Sale registered in the D.R. Officer at Alipore and recorded in Book No. 1, Volume No. 9, Pages 152 to 159, being No. 2738 for the year 1913 being part of premises No. 115, Raja Rajendra Lal Mitra and after such purchase said Bhujagendra Nath Mustafi recorded his name in the collectorate and sub-division his purchased property as holding No.76/D, and in the year 1915, redeemed the said property by a redemption suit No. 67R16 of Regr-VIII and obtain the redeem certificate on 10th August 1915.

AND WHEREAS on 10.4.21 said Bhujagendra Nath Mustafi mortgage the said property and obtain the loan from Sri Jyotindra Kumar Basu and executed a Mortgage Deed in favour of said Jyotindra Kumar Basu, the said deed was registered in the S.R. Office at Sealdah, and recorded in its Book No. 1, Volume No. 19, Pages 182 to 183 being No. 1513 for the year 1921. and subsequently paid the said loan amount to Sri Jyotindra Kumar Basu and thereafter said Jyotindra Kumar Basu release the said property in favour of the Bhujagendra Nath Mustafi by a



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registered Deed of Release, registered in the S.R. Office at Sealdah, and recorded in its Book No. 1, Volume No. 36, pages 264 being No.3842 for the year 1923.

AND WHEREAS on 5.8.1923 said Bhujagendra Nath Mustafi by a registered deed of sale sold conveyed and transferred the land measuring 4 Cottahs 5 sq. ft. in favour of Sri Sushil Kumar Mukherjee, son of Late Harihar Mukherjee of 32, Abinash Sashmal Lane, P.S. Belaghata, Kolkata 700 010 registered in the SR. Office at Sealdah, and recorded in its Book No.1, Volume No. 49, pages 116 to 130, Being No. 3849 for the year 1923 and on 23.12.1914 said Sri Babulal Seal and others by a registered Deed of Sale sold, conveyed and transferred the land measuring 2 cottahs from the premises No. 115, Raja Rejendra Lal Mitra Road, in favour of one Fakir Chand Duta, registered in the SR office at Sealdah and recorded in its Book No. 1, Volume No. 46, pages 272 to 278, being No. 3896 for the year 1914.

AND WHEREAS after such purchase said Fakir Chand Duta, on 11.9.1918 redeemed the said purchased property from



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the competent authority and on 25.2.1924 by a registered Deed of Sale sold, conveyed and transferred the said land measuring 2 cottahs in favour of Sri Sushil Kumar Mukherjee, son of Late Harihar Mukherjee of 32 No. Abinash Sashmal Lane, P.S. Beliaghata, Kaikata - 700 010 registered in the S.R. Office at Sealdah recorded in its Book No. 1 volume No. 13, pages 205 to 210 being No. 757 for the year 1924.

AND WHEREAS by virtue of the two deeds said Sushil Kumar Mukherjee became the absolute owner of the land measuring 6 cottahs 5 sq. ft and during his peaceful possession mutated his name in the records of Kolkata Municipal Corporation and in the year 1925 constructed 3 storied building thereon consisting 11 rooms, privy, kitchen etc. and on 24.9.1968 said Sri Sushil Kumar Mukherjee transferred the said property by a registered Deed of Sale in favour of Smt. Meera Bai Bal by a registered Deed of Sale, registered in the D.R. Office Alipore and recorded in its Book No. I, Volume No. 161, Pages 142 to 152, being No. 5721, for the year 1968.

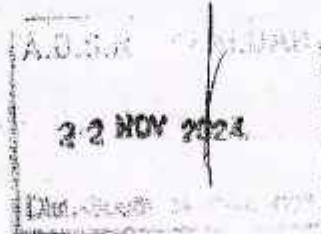


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AND WHEREAS by virtue of the aforesaid purchase Smt. Meera Bai Bal became the absolute owner of the said land measuring 6 cottahs 5 sq. ft. together with the said 3 storied building consisting of 11 rooms, privy and kitchen etc. and said building is dilapidated condition as such she being intended to construct the new building of the said property has obtained the sanction building plan from the Kolkata Municipal Corporation vide sanction Building Plan No.BP 101(B-111) dated 06.10.2005 and has no sufficient money to construct the building. For some urgent need of money she had declared her intention to sell the said land measuring 6 cottahs 5 sq. ft. as aforesaid free from all encumbrances in favour of SRI SOUMEN PAUL the owner /1st part herein.

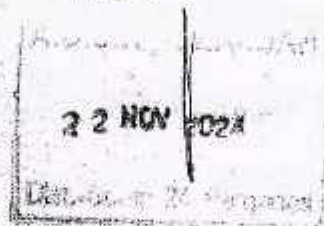
AND WHEREAS said Soumen Paul accordingly became the sole and exclusive owner of the aforesaid landed property on the strength of the said Deed of Sale as was executed and registered by Smt. Meera Bai Bal on 17.10.2005, which has been registered in the Registrar of Assurance, Calcutta and has been recorded in



Book No.I, Volume No.1 at Pages 1 to 27, Being No.4341 for the year 2006.

AND WHEREAS said Soumen Paul upon becoming owner of the aforesaid property in the manner aforesaid has been in possession of the aforesaid land with three storied building at premises no.32, Abinash Sashmal Lane, P.O. & P.S. Beliaghata, Kolkata-700010, District - South 24 Parganas, within the local limits of Kolkata Municipal Corporation under Ward No.34.

AND WHEREAS said Soumen Paul while was in possession of the aforesaid property and during such possession, he had measured the said property for determination of correct measurement of the land of the said premises and, while he had taken final measurement of the land and building of the said premises, it transpired that the actual measurement of the said land of the said premises is 5 cottahs 13 chittaks 7 sq. ft. instead of 6 cottahs 5 chittaks and subsequently said Soumen Paul by executing and registering one Deed of Gift on 02.03.2015 had



gifted away the said land measuring more or less 5 cottahs 13 chittaks 7 sq. ft. including three storied building in favour of his son Sri Sourav Paul and the said Deed of Gift has been registered in the Office of the A.D.S.R. at Sealdah and has been recorded in Book No.1, Volume No.2 at Pages 3501 to 3522, Being No.763 for the year 2015.

AND WHEREAS in consequence of the said Deed of Gift, said Sourav Paul became the exclusive owner of the land measuring more or less 5 cottahs 13 chittaks 7 sq. ft. with three storied structure of the said premises and he was in possession thereof until execution and registration of a Deed of Gift in favour of Sri Soumen Paul on 18.02.2022 and through the said Deed of Gift, said Sri Sourav Paul had gifted away the land measuring about 5 cottahs 13 chittaks 7 sq. ft. with three storied structure at premises no. 32, Abinash Sashmal Lane, P.O. & P.S. Beliaghata, Kolkata-700010, District – South 24 Parganas, within the local limits of Kolkata Municipal Corporation under Ward No.34 as remain erected on the aforesaid landed property in



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favour of his father Sri Soumen Paul the owner herein free from all encumbrances, attachments, liens etc. and simultaneously with the execution and registration of the said Deed of Gift had effected delivery of possession of the said property in favour of the owner / 1st part herein and thereby Sri Soumen Paul became the sole and exclusive owner of the aforesaid property to the exclusion of all persons as has been detailed in Schedule-A hereunder written and the said Deed of Gift has been registered in the Office of the A.R.A.-II, Calcutta and has been recorded in Book No.I, Volume No.1902-2022 at Pages 75981 to 76011, Being No.190201459 for the year 2022.

AND WHEREAS said Soumen Paul/1st part upon becoming owner of the aforesaid property as has been more particularly detailed in Schedule-A hereunder written, got his name recorded in the records of the Kolkata Municipal Corporation as exclusive owner of the aforesaid property and started payment of Municipal rates and taxes to the Office of the Kolkata Municipal Corporation.



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AND WHEREAS the party of the 1st part at present has intended to develop the land of the said premises on the basis of sanctioned building plan vide Building Plan No.2023030042 dated 26.09.2023 as has already been obtained from the Kolkata Municipal Corporation at the own initiation of the party of the 1st part herein but at present owing to different difficulties and also since the party of the 1st part has no his knowhow as to construction of a masonry building on the land of the aforesaid premises on the basis of the said sanctioned building plan, the owner / 1st part herein has at present intended to develop the land of the said premises in accordance and in consistence with the sanctioned building plan through a recognized developer who has earned reputation in the locality in raising masonry building.

AND WHEREAS the party of the 2nd part on being such approached by the 1st part has taken detailed discussions with the prospect of the said project and thereby the parties hereto entered into one Memorandum of Understanding (MoU) on 31.08.2024 with the intent to enter this Development Agreement



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within the period of one month from the date of execution of the aforesaid Memorandum of Understanding with proper terms and conditions. Since the party of the 1st part is in need of some money thereby has approached the party of the 2nd part to provide him financial assistance to the tune of Rs.5,05,000/- (Rupees five lac five thousand only) at lumpsum towards refundable / adjustable amount of security and as a result of which the party of the 2nd part on the date of execution of the aforesaid Memorandum of Understanding has paid Rs.5,000/- to the 1st part towards part payment of refundable / adjustable security deposit and the party of the 1st part has acknowledged the receipt of Rs.5,000/- as has been mentioned in the memo of consideration of the said Memorandum of Understanding.

AND WHEREAS subsequent to the date of the said Memorandum of Understanding, the party of the 1st part for fulfillment of his commitment as to execution of this Development Agreement with proper terms and conditions on this date has executed and registered this Development



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Agreement conferring right upon the party of the 2nd part herein and this Development Agreement has been executed mentioning the pertinent terms of the said Memorandum of Understanding and further has entered into this agreement for other following terms and conditions for avoiding all sorts of future complications and litigations:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. The owner/1st part has engaged the party of the 2nd part as Builder/Developer for construction of a proposed four storied building on the land lying and situate in the said premises being Municipal Premises No. 32, Abinash Sashmal Lane, P.O. & P.S. Beliaghata, Kolkata-700010, District - South 24 Parganas, within the local limits of Kolkata Municipal Corporation under Ward No.34 and the party of the 2nd part has accepted the said engagement as "Developer / Promoter" who will construct a multistoreyed masonry building on the land of the said premises by demolishing the old existing building, taking all legal recourses in this regard in accordance with the sanctioned



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building plan as aforesaid to erect and construct structure in the said building in the manner on the terms and conditions stipulated hereinafter appearing.

2. That all the cost of construction of the said proposed building will be incurred and borne by the Developer from its own fund.

3. That the developer shall demolish the old existing structure of the said premises and the sale proceeds as would be realized by the developer shall be the income of the developer.

4. That all the liabilities of the two tenants shall be devolved upon the owner only and the developer shall not be liable for the same.

5. That the proposed construction shall be constructed and completed within a period of 18 (eighteen) months from the date starting of construction of the proposed building as per specifications mentioned in the Schedule-'D' herein below. And owing to unavoidable circumstances on the part of the developer to complete the said proposed construction within the said time for completion of the construction, may be extended on mutual



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consent of the parties for another 6 (six) months which is the final period for raising and constructing the proposed building. After the completion of the construction of the proposed building, the developer shall deliver the allotted portion reserved for owner to the owner.

6. That the owner shall be allotted 50% of floor area only in complete state in the proposed building detailed and specified in Schedule "B" hereunder written and the rest portion of the constructed area i.e. 50% of the said proposed building shall be regarded to be the allotted portion of the developer. That within the 50% allocation of the owner, the owner shall get in his allocation entire ground floor, one self contained flat on the 2nd floor being Flat No.F, one self-contained flat on the 3rd floor being Flat No.E and another self-contained flat on the 3rd floor being Flat No.D. There are two tenants and all the liabilities of the two tenants shall be devolved upon the owner only and the developer shall not be liable for the same. On the date of execution and registration of this agreement, the 1st part / owner has further received Rs.5,00,000/- (Rupees five lac only) from



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the developer towards balance refundable / adjustable security deposit and the 1st part has acknowledged the receipt of the said sum of Rs.5,00,000/- through these presents as per memo hereunder written i.e. the owner has received in total Rs.5,05,000/- (Rupees five lac five thousand) only from the developer towards adjustable / refundable amount. The said sum of Rs.5,05,000/- shall be refunded by the 1st part to the 2nd part at the time of taking delivery of possession of the owner's allocation by the developer. If the party of the 1st part fails and neglects to make refund the said sum of Rs.5,05,000/- at the time of taking delivery of possession of the owner's allocation, the party of the 2nd part shall be entitled to adjust the sum of Rs.5,05,000/- without interest from the allotted portion of the owner in the proposed building @ Rs.6,000/- (Rupees six thousand) only per sq. ft.

Similarly within the 50% allocation of the developer, the developer shall get in his allocation entire 1st floor, two self



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contained flats on the 2nd floor being Flat No.D & E and another self-contained flat on the 3rd floor being Flat No.D.

The developer shall be entitled to dispose of his allotted portion to any intending buyer/buyers at his own sweet will and discretion by accepting the amount of consideration and for the said purpose the developer shall be entitled to enter into agreement for sale upon accepting the amount of earnest money and upon receipt of full amount of consideration, the developer shall be entitled to execute and register deed of sale in favour of such intending buyer/buyers under and by virtue of a registered power of attorney in respect of 50% share of the Developer which the owner undertakes to execute and register in favour of the developer simultaneously with the execution of this agreement at the cost and expenses of the developer.

7. That the party of the 1st part herein declares, assures and undertakes that he is the absolute owner of the land and structure of the said premises detailed in schedule "A" below and he has good and marketable title in the said premises and the premises



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is not under any litigation nor over the said property there is any order of attachment, liens etc.

8. That the party of the 1st part herein further assures that excepting him there is no other co-owner in respect of the said premises and the party of the 1st part herein is legally entitled to enter into this agreement with the party of the 2nd part herein and he further assures that no Deed of Transfer or any other development agreement or any other agreement has been executed by him in favour of any person or parties.

9. That the developer shall raise construction on the said proposed building strictly in consistence with the sanctioned building plan and the developer shall not make any deviation to the sanctioned building plan. The developer shall complete the proposed construction within 24 (twenty four) months from the date of starting of construction of the proposed building.

10. That the developer is hereby authorized and empowered in relation to said construction, so far as may be necessary to apply and obtain quotas, entitlement and other allocation of or for cement, steel, bricks and other materials allocable to the owner



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for the construction of the said proposed building and similarly to apply for and obtain temporary and/or permanent connection of water, electricity, power, gas and other input and facilities required for the construction of enjoyment of the building plan for which the owner shall execute a general power of attorney in favour of the Developer and/or his nominee or nominees and all such power of attorney and other authorities shall be executed as shall be required by the Developer for the purpose of construction and allied jobs and the owner shall also sign all such applications and other documents as shall be required for the purpose or otherwise for in construction of proposed building from time to time.

11. That the owner will execute and register a General Power of Attorney in favour of the developer simultaneously with the execution of this agreement to enable the developer to take all necessary action for and on behalf of the owner for commencing the work, construction and completion of the said proposed Housing Project and entering into agreement for sale of the flats or apartment and floor spaces of the developer's allocation as per



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Schedule-'C' in the said proposed building and also for sale and transfer of Developer's allocation but all such power of attorney shall be executed and registered by the owner at the cost and expenses of the developer.

12. That the owner shall not interfere with or obstruct in any manner in the execution and completion work of development and construction job on the land of the said premises unless it is not according to the law or sanctioned building plan and as per specification of construction.

13. That the owner shall pay all arrear municipal taxes due and payable in respect of the said property. After the completion of the proposed building and handing over possession of the owner's allocation to the owner's liabilities in this behalf shall be the joint liability of the owner and developer in proportion to their allocation of the proposed building.

14. That the owner shall not do any act, deed or thing whereby enjoyment of any common facilities among the several flats owners in the building may be obstructed.



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15. That the allocation of the Developer and the owner has been specifically mentioned in Schedule- "B" and Schedule "C" respectively. The developer shall raise the construction of the proposed building in accordance with the specification of construction as has been mentioned in separate sheet and the same shall be regarded to be the part of this agreement.

16. It has been specifically agreed upon that the developer shall first handover the allocated portions of the owner in fully and completely constructed condition in all respect and thereby allow possession of the portions of any areas to prospective buyers.

17. The Developer shall be entitled to fix its sign board on the said property, for advertisement of sale of flat/flats and inserting in news paper and other advertising media after sanction of the building plan without any objection from the landowner. The developer and owner will choose the name of the new building.

18. The developer absolutely shall appoint any Architects for supervising the structural constructions of the foundation, basements, pillars, structures, terms and conditions slabs, concrete underground/overhead reservoirs, electrical land



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plumbing fixtures and materials for constructions sewers and sewerage system etc. and shall have the right to do so but exclusively at his (developer) costs and expenses. The landowner shall not be liable responsible in any manner whatsoever regarding the construction materials used by the developer.

19. The developer shall have his full right to dispose of his allotted portions of the said building in favour of the intending buyers and the owner shall have his no objection in respect of the same and the entire consideration money against the disposal of the Developer's allocation of the said building shall be appropriated by the developer himself. The consideration money which ever shall be realized by the developer for the disposal of his allotted portion of the said Building, shall be regarded the income of the developer and the owner shall not be accountable for such money received by the developer before any authority namely income tax and other statutory authorities.

20. That upon demise either of the parties to this agreement shall not be cancelled or terminated, the respective heirs of the deceased party will step in the shoes of the deceased party and



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the said heirs of the deceased party shall be bound to fulfill the terms of this agreement. The owner undertakes to effect delivery of possession of the said property in free condition and without any encumbrances so that the developer can undertake the development job of the said premises.

21. The developer and his men, agents, engineers, architects, masons, Labours, contractors will have free access at the said premises and will take all necessary steps/action necessary for implementation of the project by development of the land of the said premises, posting of banners and advertisement in the papers inviting buyers of the allotted portion of the developer.

22. That sale proceeds of the developer's allocation and proportionate land interest with regard to the developer's allocation will be considered as consideration of the flats/apartment and other miscellaneous expenses incurred by the developer.

23. The parties of the both part have entered into this agreement purely on principle-to-principle basis and nothing stated herein shall be deemed or constructed as partnership or a



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joint venture between the owners and developer. Each party shall keep other indemnified from and against the same.

24. After execution and registration of the document in respect of Developer's allocation and completion of scheme as are required by the law the owner shall have right, title and interest into the said immovable property in respect of the common portions of the building for enjoyment of his allotted portion along with other flat owners of the building. The developer shall be at liberty to allot and/or transfer the developer's allotted portions including proportionate land interest in favour of other person/persons without any reference to the owner.

25. The apartments in the said housing project excepting those are allotted to the owner shall be booked and sold by the developer to the intending purchasers. The developer is entitled to accept money from the intending purchasers by way of advance for the sale of flat or flats or proportionate land interest of the building from the intending purchasers. The owner shall not be entitled to interfere with and to raise an objection whatsoever thereto.



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26. That in case of any dispute or differences arises with respect to the terms of the development agreement, the affected party shall take shelter under the provision of law in proper civil court having jurisdiction.
27. That simultaneously with the execution of this agreement, the owner shall handover all the originals of the documents relating to the title of the owner in the said property and the owner further undertakes to give inspection to the developer other copies of documents relating to the said property to the developer in case of necessity. The owner further assures that the said property is free from all encumbrances. From the date of delivery of possession of the apartment by the developer, the owners of the respective flats shall pay the proportionate Municipal taxes and any other impositions, maintenance charges and other expenses relating to the said housing project proportionately as may be determined by all the flat owners or by the Association of the Apartment owners to be formed. All the apartment owners shall form the association of the Apartment owners under the provisions of W.B.A.O. Act 1972.



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DIST. SEAL, S. PARGANAS

28. From the date of delivery of possession of the apartment, the developer/allottee of respective flats and the owners shall pay the proportionate share of the Municipal taxes in respect of their allotted portions and other impositions, maintenance charges relating to the said housing project. Since the date of execution of this agreement to the date of completion of the said housing project all such liabilities are to be borne by the developer.

29. It is further agreed upon that if the owner intends to transfer his allotted portion of the proposed building, the developer shall dispose of the said portion of the owner's first and thereby shall pay to the owner the whole amount of consideration of such portion of the owners.

30. The developer shall construct the said building in accordance with the building rules of the office of the K.M.C. and the developer shall bear whole cost of construction of the said proposed building. The roof of the building shall remain in exclusive possession of the owner and the developer. The owner shall take steps for obtaining vacant possession from existing



W.D. S. SEALDAH
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tenants and if any tenant intends to continue his possession in the said premises, the said tenant shall be provided accommodation from the allotted portion of the owner.

31. That it is agreed upon in between the parties that the parties to this agreement and their respective transferees shall use for beneficial enjoyment of the said proposed building, the common passage, common entrance, stair-case, stair-case landing and open spaces surrounding the said proposed building and also the terrace of the said proposed building and those portions shall be regarded to be the common portions of the proposed building.

32. That it is further agreed upon that the developer at the time of effecting delivery of possession of the owner's allocation to the owner, shall issue "Possession Certificate with copy of the sanctioned building plan for avoiding all sorts of future complications and litigations.

33. That the developer shall obtain completion certificate from the Building Department of K.M.C. after completion of the proposed building and shall handover the copy of the same to the owner.



D.S.R., SEALDAH
22 NOV 2024
Dist. Sd. 24-11-2024

SCHEDULE ABOVE REFERRED TO :**(Description of the property)**

ALL THAT piece and parcel of land measuring more or less 5 cottah 13 chittaks 7 sq. ft. with structure measuring more or less 150 sq. ft. at premises no. 32, Abinash Sashmal Lane, P.O. & P.S. Beliaghata, Kolkata-700010, District - South 24 Parganas, within the local limits of Kolkata Municipal Corporation under Ward No.34, Assessee No.110340200159.

The said property is butted and bounded in as follows:-

ON THE NORTH	:By premises no.33, Abinash Sashmal Lane,
ON THE SOUTH	:By premises no.31, Abinash Sashmal Lane,
ON THE EAST	:By Abinash Sashmal Lane,
ON THE WEST	:By premises no.34B & C, Abinash Sashmal Lane,

Road Zone:.

(Beliaghata main Road Cward-34---
How Chandna Naskar Road)

B. Suman Paul



D.R., SEALDAH
22 NOV 2024
Dist. South 24 Parganas

SCHEDULE-"B" ABOVE REFERRED TO :

(Allotted portions of the owner)

The owner shall only be allotted entire ground floor, one self contained flat on the 2nd floor being Flat No.F, one self-contained flat on the 3rd floor being Flat No.E and another self-contained flat on the 3rd floor being Flat No.D of the proposed building. There are two tenants and all the liabilities of the two tenants shall be devolved upon the owner only and the developer shall not be liable for the same.

SCHEDULE-"C" ABOVE REFERRED TO :

(Allotted portions of the Developer)

The developer shall be allotted the rest portion of the constructed area of the said proposed building shall be regarded to be the allotted portion of the developer excepting the aforementioned allocation of the owner i.e. entire 1st floor, two self contained flats on the 2nd floor being Flat No.D & E and another self-contained flat on the 3rd floor being Flat No.F.



A.D.S.R., SEALDAH
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SCHEDULE-"D" ABOVE REFERRED TO :

(Common portions of the proposed building)

1. The foundations, columns, beams, supports, girders, entrance and exists, open to sky street, corridors, stair, staircase of the building, boundary walls and main gate, stair case and stair case landing.
2. Staircase and staircase : landing from ground upto top of common passage, common areas, open spaces silt to the Pauilding Boundary walk.
3. Water pump, overhead water tank and underground water reservoirs, water pumps and other common plumbing installation pump room, ventilation duct.
4. Electrical wiring in Pump Room, Main gate, common passage, staircase lobby, motors, fittings and fixtures for lighting the stair cases lobby and other common areas (excluding those as are installed for any particulars flat) installation fixtures, fittings etc. and roof.
6. Drains and sewerage line of the building.
7. Such other common parts, areas equipment, installation fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or ingress or egress of the flats and as are necessary for the building.
8. Ultimate roof of the building.



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District South 24 Parganas

SPECIFICATION OF CONSTRUCTION

That the developer shall construct and complete the proposed building / buildings and all flats / space including owner's allocation by utilizing standard building materials as follows:

CONSTRUCTION :

R.C.C. Structure.

FLOOR :

All the floors including kitchen and toilets will be made of vitrified tiles.

WATER SUPPLY:

Water supply as per Kolkata Municipal Corporation alongwith underground and overhead water reservoirs and all fittings shall be made of standard quality. All concealed and main pipes shall be of P.V.C.

HEIGHT :

Height according the Building Rules of the Kolkata Municipal Corporation.

KITCHEN :

R.C.C. cooking slab with black stone, two water connection with 3'ft. glazed tiles from the black stone slab, sink and provision for exhaust fan.

TOILET :

Toilet will be of Indian / Italian style (white commode) alongwith two water connections with one shower point



22 NOV 2024
Dit. Rm. 34. 10. 2024

(concealed fitting). Vitrified tiles flooring with wall tiles upto 6' height.

DOORS AND WINDOWS :

All doors will be made by good quality flush door with hazbold and Chitkini, windows will be made of and completed by good quality aluminium frame with glass fittings and grill fittings only.

ELECTRICAL :

All internal wiring will be concealed type with quality ISI standard copper wires and modular switch board and standard ISI modular switches accessories. Every room will have adequate points for the same with 7 points in each room and separate circuit protected with MCB. Existing meter shall be used on the owner's allocation.



Sd/-, SEALDAH

22 NOV 2024

Dist. Seal/24/11/2024

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

Signed, sealed & delivered in presence of :-

- 1) Bishnu pada Saha.
Sardar chf.
Kol-14.

Soumen Paul
Signature of the OWNER

- 2) Sunayan Bose

3/12 R.R.G. Lane Kol-15.

S. P. ENTERPRISE

Soumen Paul
Proprietor

Signature of the DEVELOPER

Drafted and prepared in my office

Sanjit Kumar Sin

Advocate.

Judges' Court, Alipore

Enrollment NO W.B 1165 of 1977



ADDITIONAL DISTRICT SUB-REGISTRAR, SEALDAH

22 NOV 2024

CHIEF CLERK - 1st DIVISION

MEMO OF CONSIDERATION

RECEIVED from within named developer the sum of Rs.5,05,000/- (Rupees five lac five thousand) only towards refundable / adjustable security deposit as per memo below:

1. Received Rs.5,000/-by Rs. 5,000/-

2. Received Rs.5,00,000/- by Rs.5,00,000/-

Cheque being No. 0000007

dt.22/11/2024, drawn on HDFC

Bank, Metropolitan Branch, Kolkata

Total Rs.5,05,000/-

(Rupees five lac five thousand only)

Soumen Paul

Signature of the OWNER



SEALDAH
22 NOV 2024
Dist. Sealdah 24 Parganas



	Thumb	1 st finger	middle finger	ring finger	small finger
LEFT HAND					
RIGHT HAND					

NAME: Soumen Paul

SIGNATURE Soumen Paul



	Thumb	1 st finger	middle finger	ring finger	small finger
LEFT HAND					
RIGHT HAND					

NAME: ATANU GHOSH

SIGNATURE Atanu Ghosh



	Thumb	1 st finger	middle finger	ring finger	small finger
LEFT HAND					
RIGHT HAND					

NAME:

SIGNATURE



A.D.S.R., SEALDAH
22 NOV 2024
The South 24 Parganas



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



211120242028481417

GRIPS Payment Detail

GRIPS Payment ID:	211120242028481417	Payment Init. Date:	21/11/2024 18:52:00
Total Amount:	45082	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	3393198739913	BRN Date:	21/11/2024 18:52:45
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

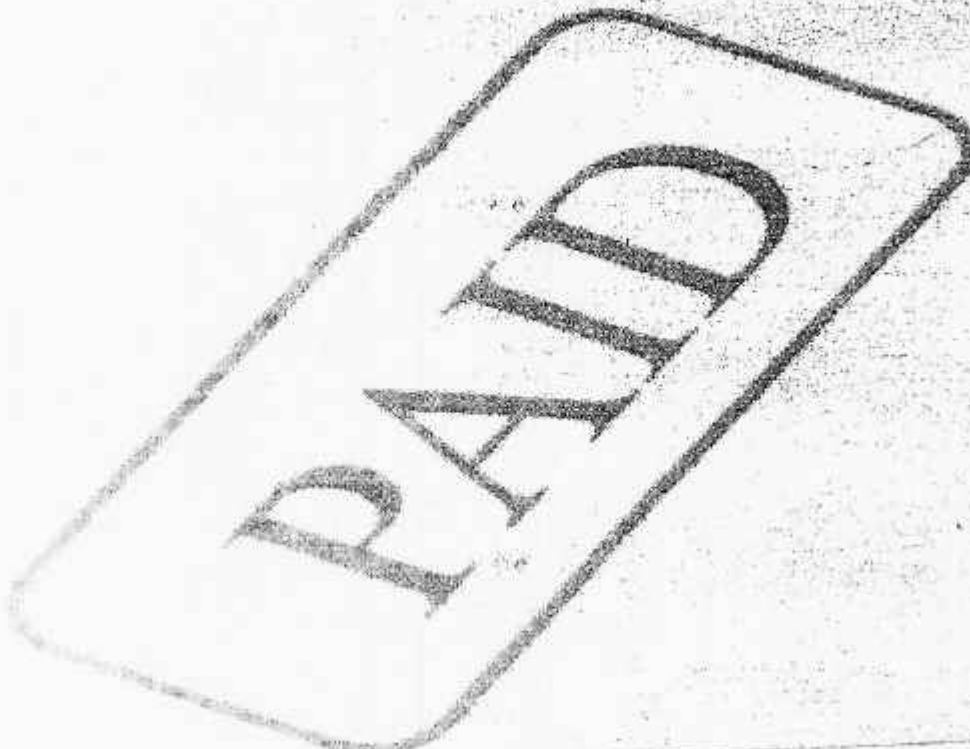
Depositor's Name:	Mr Aranu Ghosh
Mobile:	9330116776

Payment (GRN) Details

S. No.	GRN	Department	Amount (₹)
1	192024250284814188	Directorate of Registration & Stamp Revenue	45082
Total			45082

IN WORDS: FORTY FIVE THOUSAND EIGHTY TWO ONLY.

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





Land Lord Details :

Sl. No.	Name Address Photo Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Soumen Paul Son of Late Hirendra Kumar Paul Executed by: Self, Date of Execution: 22/11/2024 Admitted by: Self, Date of Admission: 22/11/2024, Place : Office </td> <td></td> <td> Captured</td> <td></td> </tr> <tr> <td>22/11/2024</td> <td>LT1</td> <td>22/11/2024</td> <td>22/11/2024</td> </tr> </tbody> </table> P L Medical Gali, City:- Habra, P.O:- Habra, P.S:-Habra, District:-North 24-Parganas, West Bengal, India, PIN:- 741263 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth: XX-XX-1XX5, PAN No.: afxxxxxx5p, Aadhaar No: 69xxxxxxxx1349, Status :Individual, Executed by: Self, Date of Execution: 22/11/2024 Admitted by: Self, Date of Admission: 22/11/2024, Place : Office	Name	Photo	Finger Print	Signature	Soumen Paul Son of Late Hirendra Kumar Paul Executed by: Self, Date of Execution: 22/11/2024 Admitted by: Self, Date of Admission: 22/11/2024, Place : Office		 Captured		22/11/2024	LT1	22/11/2024	22/11/2024
Name	Photo	Finger Print	Signature										
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22/11/2024	LT1	22/11/2024	22/11/2024										

Developer Details :

Sl. No.	Name Address Photo Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> S P ENTERPRISE Canal South Rd, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105 Date of Incorporation: XX-XX-1XX8, PAN No.: AJxxxxxx0M, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative </td> <td></td> <td> Captured</td> <td></td> </tr> <tr> <td>Nov 22 2024 1:24PM</td> <td>LT1</td> <td>22/11/2024</td> <td>22/11/2024</td> </tr> </tbody> </table> Canal South Rd, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth: XX-XX-1XX8, PAN No.: ajxxxxxx0m, Aadhaar No: 43xxxxxxxx4935 Status : Representative, Representative of S P ENTERPRISE (as Proprietor)	Name	Photo	Finger Print	Signature	S P ENTERPRISE Canal South Rd, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105 Date of Incorporation: XX-XX-1XX8, PAN No.: AJxxxxxx0M, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative		 Captured		Nov 22 2024 1:24PM	LT1	22/11/2024	22/11/2024
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Nov 22 2024 1:24PM	LT1	22/11/2024	22/11/2024										

Representative Details :

Sl. No.	Name Address Photo Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Atanu Ghosh (Presentant) Son of Mr Rabin Ghosh Date of Execution - 22/11/2024, Admitted by: Self, Date of Admission: 22/11/2024, Place of Admission of Execution: Office </td> <td></td> <td> Captured</td> <td></td> </tr> <tr> <td>Nov 22 2024 1:24PM</td> <td>LT1</td> <td>22/11/2024</td> <td>22/11/2024</td> </tr> </tbody> </table> Canal South Rd, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth: XX-XX-1XX8, PAN No.: ajxxxxxx0m, Aadhaar No: 43xxxxxxxx4935 Status : Representative, Representative of S P ENTERPRISE (as Proprietor)	Name	Photo	Finger Print	Signature	Mr Atanu Ghosh (Presentant) Son of Mr Rabin Ghosh Date of Execution - 22/11/2024, Admitted by: Self, Date of Admission: 22/11/2024, Place of Admission of Execution: Office		 Captured		Nov 22 2024 1:24PM	LT1	22/11/2024	22/11/2024
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Nov 22 2024 1:24PM	LT1	22/11/2024	22/11/2024										

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Bishnupada Saha Son of Late Radha Gobinda Saha Sealdah Court, City:-, P.O:- Entally, P.S:- Entally, District:-South 24 Parganas, West Bengal, India, PIN:- 700014		 Captured	
	22/11/2024	22/11/2024	22/11/2024
Identifier Of Soumen Paul, Mr Alanu Ghosh			

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Soumen Paul	S P ENTERPRISE-9.80667 Dec

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Soumen Paul	S P ENTERPRISE-150.00000000 Sq Ft

Endorsement For Deed Number : I - 180604522 / 2024

On 22/11/2024

Certificate of Admissibility Rule 21 of West Bengal Registration Rule, 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 of Registration Act, 1908

Presented for registration at 12:03 hrs on 22-11-2024, at the Office of the A.D.S.R. SEALDAH by Mr. Atanu Ghosh.

Certificate of Market Value WB P.D.V. Rules, 2007

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,15,63,232/-

Admission of Execution Under Section 53 of Registration Act, 1908

Execution is admitted on 22/11/2024 by Soumen Paul, Son of Late Harendra Kumar Paul, P.L. Medical Hall, P.O: Habra, Thana: Habra, City/Town: HABRA, North 24-Parganas, WEST-BENGAL, India, PIN - 743263, by caste Hindu, by Profession Business

Indetified by Mr Bishnupada Saha, Son of Late Radha Gobinda Saha, Sealdah Court, P.O: Entally, Thana: Entally, South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Others

Admission of Execution Under Section 53 of Registration Act, 1908

Execution is admitted on 22-11-2024 by Mr Atanu Ghosh, Proprietor, S P ENTERPRISE (Sole Proprietorship), Canal South Rd, City:-, P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105

Indetified by Mr Bishnupada Saha, Son of Late Radha Gobinda Saha, Sealdah Court, P.O: Entally, Thana: Entally, South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,071.00/- (B = Rs 5,050.00/-, E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,071/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/11/2024 6:52PM with Govt. Ref. No: 192024250284814188 on 21-11-2024, Amount Rs: 5,071/-, Bank: SBI EPay (SBIPay), Ref. No. 3393198739913 on 21-11-2024, Head of Account 0030-03-104-001-18

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 10,00/-, by online = Rs 40,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3539, Amount: Rs.10.00/-, Date of Purchase: 21/11/2024; Vendor name: SHARMISTHA CHATTERJEE MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/11/2024 6:52PM with Govt. Ref. No: 192024250284814188 on 21-11-2024, Amount Rs: 40,011/-, Bank: SBI EPay (SBIPay), Ref. No. 3393198739913 on 21-11-2024, Head of Account 0030-02-103-003-02



Amitava Ghosal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2024, Page from 142766 to 142813

being No 160604522 for the year 2024.



Amitava Ghosal

Digitally signed by AMITAVA GHOSAL
Date: 2024.11.28 12:44:45 +05:30
Reason: Digital Signing of Deed.

(Amitava Ghosal) 28/11/2024

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
West Bengal.