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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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যেহেতু এই চুক্তি স্বাক্ষর করা হয়েছে  
 এতে উভয় পক্ষের মতামতের উপস্থিতিতে  
 এই চুক্তি স্বাক্ষর করা হয়েছে এবং  
 উভয় পক্ষের মতামতের উপস্থিতিতে  
 এই চুক্তি স্বাক্ষর করা হয়েছে

14 DEC 2018

14 DEC 2018

**AGREEMENT FOR DEVELOPMENT**

THIS AGREEMENT FOR DEVELOPMENT is made on this  
 14<sup>th</sup> day of December 2018 (Two Thousand and Eighteen) A.D.

**:: BY AND BETWEEN ::**

14.12.18  
 17:06  
 1605 SW 1842449/8

Kamala Rani Saha

Subarna Saha

1) **SMT. KAMALA RANI SAHA PAN: AMAPS3575L**, Wife of Late Sudhamoy Saha and Daughter of Late Pran Ballav Saha, by Occupation-House-wife, **Presently residing at: 107A/4, Regent Park, P. S. Jadavpur, P.O. Regent Park, Kolkata-700040** and 2) **SMT. SUBARNA SAHA PAN: ALXPS1249K** Daughter of Late Sudhamoy Saha, and wife of Sri Surhid Ranjan Saha, by Occupation-Business, **residing at: Harish Chandra Dutta Road, Panihati, P.S. Khardha, Pin: 700114, District: North-24Parganas, W.B.,** both by Faith-Hindu and Nationality-Indian, **here-in-after called or referred to as the LAND OWNERS / PRINCIPALS** (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal-heirs, successors, executors, survivors, claimants, legal representatives and assigns), here-in-after called the Party of the **FIRST PART**.

**AND**

**M/S PACIFIC CONSTRUCTION PAN: ADYPG4183B**, a **Sole Proprietorship Firm**, having its office at: **395, Boral Main Road, Rangkal, P.O. Garia, Kolkata-700084**, Represented by its sole-Proprietor **SRI BIJOY GHOSH PAN: ADYPG4183B** son of Late Lalmohan Ghosh, by faith Hindu, by occupation Business, by Nationality-Indian, **residing at C/9, Raj Narayan Park, P.O. Boral, P. S. Sonarpur, Kolkata 700154**, here-in-after called or referred to as the **DEVELOPER/BUILDER** and **CONTRACTOR**(which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its/his heirs, successor-in-office or successor-in-interest, administrators, executor, legal representatives and / or assigns), here-in-after called Party of the **SECOND PART**.

**WHEREAS** One Rabejan Bibi, the mother of Miyajan Bibi and wife of Late Meher Ali Mistry, purchased all that piece and parcel of land measuring areas 21(twenty One) Decimal on 27/10/1943, from then Owner Golam Soban Safui, son of Late Natabar Safui of Kamdahari, then Police Station Sadar Tollygunge against a reasonable consideration which was registered at the Office of D.R. Alipore, South-24Parganas and duly recorded in Book No.1, Volume No.92, Pages from 65 to 67, Being No.4411 for the year 1943 and thus, said Rabejan Bibi become the lawful absolute owner of

Kamala Rani Saha

Subarna Saha

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the aforesaid land which is lying and situates at Mouja-Kamdahari, J.L.49, Touji No.14, Pargana-Magura, Dag No.944, Khatian No. sabek 144, Hall Khatian-477, P.S. formerly Tollygunge, thereafter Jadavpur, then Regent Park now **Bansdroni** under the District Collectorate South-24Parganas, now within the limit of the Kolkata municipal Corporation, ward No.111, A.D.S.R.Office Alipore, South-24Parganas.

**AND WHEREAS** After being the absolute owner with every right, title and interest of the aforesaid land mentioned in the preceding Para, said Rabejan Bibi mutated her name in respect of aforesaid Property with the records of the Government Authority and had been paying rates, taxes and other levies of the same on regular basis.

**AND WHEREAS** thereafter, said Rabejan Bibi executed a 'Hebanama' or called as 'Mohammedan Gift-Deed' on 12-03-1980 in respect of areas of land measuring 07(Seven)Cottahs more or less out of her total landed properties in favour of her son Miajan Ali Mistry son of Late Meher Ali Mistry which was duly registered at the Office of the District Sub-Registrar, Alipore, South-24Parganas and recorded in Book No.1, Volume No.81, Pages from 1 to 4, Being No.1090 for the year 1980. Thus, said Miajan Ali Mistry became lawful absolute owner of aforesaid areas of land measuring more or less 07(Seven)Cottah, out of above mentioned of the total land, recited in the beginning Para.

**AND WHEREAS** said Rabejan Bibi, further announced to sell an another piece and parcel of land measuring more or less 2(Two)Cottahs 08(Eight)Chittacks 13 (thirteen)Sq. Ft. more or less, out of her remaining landed Properties, due to her urgent need of money and her said son Miajan Ali Mistry Son of Late Meher Ali Mistry, purchased said areas of land from her mother named above, against a valuable consideration by virtue of a Bengali Deed of Sale or Saaf-Kobala executed on 19/06/1980, duly registered at the Office of the District Sub-Registrar Alipore, at Alipore, South-24Parganas, recorded in Book No.1, Volume No.127, Pages from 185 to 188, being No.5083 for the year 1980. Thus, Miajan Ali Mistry became the absolute lawful Owner and lawful possessor of the aforesaid landed property.

**AND WHEREAS** said Miajan Ali Mistry, by way of 'Hebanama' or 'Mohammedan Deed of Gift' and also by way of lawful purchase, both mentioned above, became the lawful absolute owner of all that piece and parcel of land measuring more or less



Kamala Rani Saha

Subarna Saha

9(Nine)Cottahs 08(Eight)Chittak 13(thirteen)Sq.Ft. by virtue of Deed of Gift(Hebanama) and Deed of Sale (Saff Bikroy Kobala) who thereafter mutated his name in the records of Government authority and also then in Calcutta Municipal Corporation, subsequently paying rates, taxes and levies thereof regularly.

**AND WHEREAS** while said **Miajan Ali Mistri** had been enjoying the aforesaid areas of land with every right, title, interest and possession thereof with free, fair and unencumbered condition, owing to his need of cash, he sold, conveyed an areas of land measuring more or less 04(Four)Cottahs 12(Twelve)Chittak 6.5(Six Point Five)Sq. Ft. out of his aforesaid total landed property, lying and situates at Mouja - Kamdahari, J.L.49, Touji No.14, Dag No.944, Old Khatian No.144, Hall Khatian-477,P.S.formerly Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni under District Collector-ate South-24Parganas, now within the limit of the Kolkata Municipal Corporation, Ward No. 111, A.D.S.R. Office Alipore,South-24Parganas - unto or in favour of one named **Kalachand Saha**, by virtue of a Bengali Sale Deed, executed on 7/10/1987,recorded at the Office of the Addl. District Sub-Registrar at Alipore, South-24Parganas recorded in Book No.1, Volume No.44, Pages from 75 to 83, being No.1780 for the year-1987. Thus, said Kalachand Saha, now deceased became lawful absolute owner with every right, title and possession of said areas of land 4(Four)Cottahs 12(twelve)Chittacks 6.5(Six Point Five)Sq. Ft. or a little more or less, free from all encumbrances.

**AND WHEREAS** after lawful transfer of the aforesaid land, said **Miajan Ali Mistri** remained in possession an areas of land measuring more or less 04(Four)Cottahs 12(Twelve)Chittack 6.5(Six Point Five)Sq. Ft. and further, due to his urgent necessity of cash sold, conveyed and forever transferred his aforesaid remaining portion of land measuring more or less 04(Four)Cottahs 12(Twelve)Chittack 6.5(Six Point Five) Sq. Ft. unto or in **favour of Smt. Kamala Rani Saha** wife of Sudhamoy Saha then of 107A/4, Regent Park, Kolkata-700040, District: South-24Pargans, by virtue Bengali Deed of Saff vicroy Kobala, registered at the office of the District Registrar Alipore, South-24Parganas, Alipore, Book No.1,Volume No.296, Pages from 211 to 219, Being No.14905 for the year 1987. Thus, **Smt. Kamala Rani Saha** became owner of the said land measuring 04Cottahs 12Chittack 6.5Sq. Ft. more or less.

*Miajan Ali Mistri*

*Kamala Rani Saha*

*Sudhamoy Saha*

**AND WHEREAS** aforesaid **Kalachand Saha** son of Late Amar Chand Saha, lawfully seized and possessed of or sufficiently entitled to every right, title and possession of aforesaid areas of land measuring more or less 04(Four)Cottah 12(Twelve) Chittack 6.5(Six point Five)Sq.Ft. at Mouja -Kamdahari, J.L.49, Touji No.14, Dag No.944, old Khatian No.114, Hall Khatian-477, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni under the District Collec-torate South-24Parganas, now within the limit of the Kolkata Municipal Corporation, ward No.111, Kolkata-700084 and said **Kalachand Saha** was a Hindu governed by the Dayabhaga School of law, died intestate on 27-02-1995, leaving behind him his widow wife named Chandana Saha and three daughters Viz. Smt. Santana Saha, Smt.Swikriti Hazra nee Saha and Smt. Bijoya Saha as his legal heirs and successors as per provision of the Hindu Succession Act.1956.

**AND WHEREAS** said Chandana Saha and her three daughters namely Smt. Santana Saha , Smt. Swikriti Hazra nee Saha and Smt. Bijoya Saha lawfully seized and possessed of all that aforesaid land mentioned in the preceding clause and sufficiently entitled to every right, title, interest and possession of the same as per law of inheritance and Hindu Succession Act,1956.

**AND WHEREAS** thereafter, said Chandana Saha and her three daughters namely Smt. Santana Saha , Smt. Swikriti Hazra nee Saha and Smt. Bijoya Saha gifted, transfer with possession all that said areas of land measuring more or less **04(Four) Cottahs 12(Twelve)Chittack 6.5(Six point Five) at Mouja-Kamdahari, J.L. No.49**, Touji No.14, Dag No.944, old Khatian No.144, Hall Khatian No.477, P. S. before Tollygunge, then Jadavpur, thereafter Regent Park, at present P.S. Bansdroni under the District Collector-ate South-24Parganas, now within limit of the Kolkata Municipal Corporation, ward No.111, Kolkata-700084 unto or in favour of **Smt. Rakhi Saha** Daughter of Sudhamoy Saha then of 107A/4,Regent Park, Kolkata-700040, District: South-24Pargans, by virtue of registered **Deed of Gift** or Bengali Danpatra Dalil executed on 23-12-1998A.D. which was registered at the Office of the **Addl. District Sub-Registrar Alipore, South-24Pargans dated:14.01.1999, recorded in Book No.1, Volume No.5, Pages from 147 to 156, being No.130 for the year-1999**. Thus, said Rakhi Saha became lawful absolute owner and possessor of said land.

Kamala Rani Saha

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Subarna Saha

**AND WHEREAS** thereafter, Rakhi Saha daughter of Sri Sudhamoy Saha constructed thereon a Asbestos Shed structure measuring more or less 300Sq.Ft. more or less as a service areas of the said land and mutated her name in respect of the said land Together-with 300Sq.Ft. Asbestos Shed structure in the record of the Kolkata Municipal Corporation ward No.111 which has been identified as **Premises No.460, Boral Main Road, Assessee No.31-111-05-0460-7.**

**AND WHEREAS** said **Rakhi Saha** daughter of Sri Sudhamoy Saha gifted, transferred and released with peaceful possession of the land unto or in favour said **Kamala Rani Saha** wife of Sri Sudhamoy Saha(Daughter of Late Pran Ballav Saha) all that aforesaid land measuring more or less 04(Four)Cottah 12(Twelve) Chittack 6.5(Six point Five) at Mouja -Kamdahari, J.L.49, Touji No.14, Dag No.944, old Khatian No.144, Hall Khatian No.477, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni Together-with 300sq. Ft. R.T. Shed structure as recorded in the Kolkata Municipal Corporation, ward No.111 which has been identified as **Premises No.460, Boral Main Road, Assessee No.31-111-05-0460-7**, by virtue of a **Deed of Gift**, executed on 02/08/2013 and registered at the Office of D.S.R.1, South-24Parganas, recorded in Book No.1, CD Volume No.14, Pages from 3720 to 3733, being No.03236 for the year 2013. Thus, said Kamala Rani Saha became the lawful absolute Owner of the said land with 300Sq.Ft. Asbestos Shed Structure with every right, title, interest and possession of the same.

**AND WHEREAS** Thus, said **Kamala Rani Saha** wife of Sudhamoy Saha , by way of lawful purchase from said **Miajan Ali Mistri** an areas of land measuring more or less **04(Four)Cottahs12(Twelve)Chittack 6.5(Six Point Five)Sq. Ft.**, by virtue of registered deed mentioned above, duly recorded in her name in **the Kolkata Municipal Corporation identified as Premises No.461, Boral Main Road, K.M.C. ward No.111, Assessee No.31-111-05-0461-9** and also got an areas of land measuring **04(Four)Cottahs 12(Twelve)Chittack 6.5(Six Point Five)Sq. Ft.** more or less, identified as **PREMISES NO.460, Boral Main Road, K. M. C. Ward No.111, Assessee No. 31-111-05-0460-7**, by virtue of registered **Deed of Gift** from said **Rakhi Saha** mentioned in the preceding Para, both the aforesaid Plots of land, lying and situates at Mouja - Kamdahari, J.L.49, Touji, No.14, Dag No.944, old Khatian No.144, Hall Khatian No.477, P.S. before Tollygunge, then Jadavpur, thereafter

Kamala Rani Saha

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Regent Park, now Bansdrani under the District Collector-ate South-24Parganas, now within the limit of the Kolkata Municipal Corporation, ward No.111 and thereafter said **Kamala Rani Saha** erected 1200Sq.Ft. Asbestosh Shed Structure **Premises No.461, Boral Main Road, K.M.C. ward No.111, Assessee No.31-111-05-0461-9** and aforesaid two plots of land i.e. **Premises No.460 Boral Main Road, K.M.C. Ward No.111, Assessee No.31-111-05-0460-7** and **Premises No.461, Boral Main Road, K.M.C. Ward No.111, Assessee No.31-111-05-0461-9**, being adjacent to each other which may be treated as one Plot of land and said **Kamala Rani Saha** has started proceeding and persuasion the Kolkata Municipal Corporation to have one Premis No. and One Assessee No. instead of two Premises No. and two Assessee Nos i.e. **PREMISES NO.460, Boral Main Road, K.M.C. ward No.111, Assessee No.31-111-05-0460-7** and **PREMISES NO.461, Boral Main Road, K.M.C. ward No.111, Assessee No.31-111-05-0461-9**, treating said two plots of land adjacent to each other and lawfully owned by one named **Kamala Rani Saha** who made proper persuasion to the Concerned Authority of the Kolkata Municipal Corporation and the said authority was pleased to allow one plot considering both are owned by one, aggregating total land **09(Nine)Cottah 08 (Eight)Chittak 13(thirteen)Sq. Ft.** more or less belongs to said **Kamala Rani Saha** herein and the **said entire plot of land was allotted as Premises No.461, Boral Main Road, K.M.C. Ward No.111, Assessee No.31-111-05-0461-9 Together-with** Asbestos Shed Structure 1500Sq.Ft more or less.

**AND WHEREAS** being absolute Owner of the aforesaid land, said **Kamala Rani Saha** wife of Late Sudhamoy Saha, by virtue of a **Deed of Gift**, executed on **11<sup>th</sup> day of May-2018**, absolutely transferred with possession **All that** an undivided and undemarcated areas of land **4(Four)Cottahs 12(Twelve)Chittack 6.5(Six Point Five)Sq. Ft.** along-with undivided areas of asbestos Shed Structure, measuring about **750 Sq. Ft.** out of the entire land **09Cottahs 08Chittak 13Sq.Ft.** more or less **Together-with 1500Sq. Ft.** asbestos shed structure thereon at Mouja - Kamdahari, J.L.49, Touji No.14, Dag No.944, old Khatian No.144, Hall Khatian No.477, P. S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdrani under the District Collectorate South-24Parganas, now within the limit of the Kolkata Municipal Corporation, Ward No.111, being undivided portion of land of aforesaid



Kamala Rani Saha

Sulekha Saha

**Premises No.461, Boral Main Road**, P.O. Garia, P.S. Bansdroni, Kolkata-700084 unto or in favour of her legitimate daughter named **Smt. Subarna Saha** daughter of Late Sudhamoy Saha and wife of Surid Ranjan Saha and said **Deed of Gift** was registered at the Office of **A. D. S. R. Alipore, South-24Parganas**, duly recorded in **Book No.1, Volume No. 1605-2018, Pages from 99050 to 99072, being No. 160503042 for the year-2018**. Thus, said **Kamala Rani Saha** remain in lawful physical possession of aforesaid undivided un-demarcated areas of land with structure measuring areas of land **4(Four)Cottahs 12(Twelve)Chittack 6.5(Six Point Five)Sq. Ft.** more or less **Together-with** asbestos Shed Structure, measuring about 750Sq.Ft. and be it needful to mention here that after the registration of the aforesaid Deed of Gift, **Smt. Kamala Rani Saha** and her legitimate daughter **SMT. SUBARNA SAHA**, daughter of Sudhamoy Saha now jointly seized and possessed of **ALL THAT** areas of land measuring more or less **09Cottahs 08Chittak 13Sq.Ft.** more or less **Together-with** 1500Sq.Ft. asbestos structure, having undivided equal share or interest of each. Thus, said **Smt. Kamala Rani Saha** and **Smt. Subarna Saha** became the lawful Owners of the said land at Mouja - Kamdahari, J.L.49, Touji No.14, Dag No. 944, old Khatian No.144, Hall Khatian No.477, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni, the District South-24Parganas, now **Premises No.461, Boral Main Road, K.M.C. ward No.111, Assessee No.31-111-05-0461-9** under the Kolkata Municipal Corporation.

**AND WHEREAS** the **Land Owners** herein the **FIRST PART**, have intended, decided, settled to develop the entire landed property mentioned in **Schedule-A**, hereunder written in the form of construction of new multi-storied Building on the said land in accordance with the Sanctioned Plan be obtained from the competent Authority of the Kolkata Municipal Corporation but the Land Owners, Party of the **FIRST PART**, owing to paucity of fund and lack of knowledge in the matter of civil construction failed to materialize their intention and approached the **DEVELOPERS' FIRM**, herein the **SECOND PART** and entrusted the Developer and after satisfactory oral discussion between the parties in the matter of construction of a new building at the cost and convenience of the Developer and due to avoid any future misunderstanding, disputes and differences, both the parties hereto, entered into this **AGREEMENT FOR DEVELOPMENT** with the **Developer Firm** herein named



Kamala Rani Saha

Subarna Saha

**M/S. PACIFIC CONSTRUCTION** having its office at **395, Boral Main Road, Rangkal, P.S. Sonarpur, Kolkata-700084**, being represented by its sole Proprietor **SRI BIJOY GHOSH** son of Late Lalmohan Ghosh residing at C/9 Rajnarayan Park, P.O. & Village: Boral, P.S. Sonarpur, District: South-24 Paraganas, Kolkata-700154 under certain terms and conditions which both the **LAND OWNERS** and the **DEVELOPER** have jointly and gladly accepted orally with full satisfaction but due to avoid future disputes, intricacy and problems of any nature, both have reduced in writing all the Terms and conditions hereunder enumerated.

**NOW THIS DEVELOPMENT AGREEMENT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

**1.1 LAND OWNERS : SHALL** mean 1) **SMT. KAMALA RANI SAHA** Wife of Late Sudhamoy Saha and daughter of Late Pran Ballav Saha residing at: **107A/4, Regent Park, P.S. Jadavpur, P.O. Regent Park, Kolkata-700040**, and 2) **SMT. SUBARNA SAHA** daughter of Late Sudhamoy Saha, wife of Sri Surid Ranjan Saha, residing at: **Harish Chandra Dutta Road, P.O. & Village-Panihati, P.S. Khardah, Kolkata-700114**, both by Nationality-Indian, by faith-Hindu, by No.1) Occupation-House-wife and No.2) Business respectively, both jointly here-in-after called or referred to as the **LAND OWNERS**, the **FIRST PART** herein.

**1.2 DEVELOPER** Shall mean : **M/S. PACIFIC CONSTRUCTION** having its **PAN: ADPYG4183B**, a sole **Proprietorship Firm**, having its registered Office **Address at: 395, Boral Main Road, Rangkal, P.O. Garia, P.S. Sonarpur, Kolkata-700084**, **Represented by its sole Proprietor SRI BIJOY GHOSH** Son of Late Lalmohan Ghosh, residing at: C/9, Rajnarayan Park, P.O. & Village: Boral. P.S. Sonarpur, Kolkata-700154, District: South-24 Parganas, here-in-after called and referred to as the **DEVELOPER / BUILDER**, the **SECOND PART** herein.

**After demise of both, the Land Owners and the Proprietor of Developers' Firm both parties legal heirs, successors and legal representatives and its Office representatives shall be included.**

**1.3 PREMISES / HOLDING:** shall mean **ALL THAT** areas of total land **09 Cottahs 08 Chittak 13 Sq. Ft.** more or less **Together-with 1500 Sq. Ft.** Asbestos Shed structure (Be demolished for new Construction) jointly owned by the **PRESENT LAND OWNERS**, mentioned in **Clause-1.1**, lying and situates at **Mouja-Kamdahari, J.L.49, Touji, No.14, Dag No.944, old Khatian No.114, Hall Khatian-477, P.S. now Bansdroni, District:**



Kamala Rani Saha  
Subarna Saha

South-24Parganas, now identified as Premises No.461, Boral Main Road, K.M.C. ward No.111, Assessee No. 31-111-05-0461-9 within the limit of the **Kolkata Municipal Corporation, Ward No.111, Borough-XI.**

**1.4 BUILDING** : Shall mean the Building be constructed on aforesaid entire land or Premises mentioned in Clause 1.3, demolishing old dilapidated House in accordance with the Plan sanctioned by the appropriate authority of the Kolkata Municipal Corporation or any other Authority or Authorities be applicable time to time.

**1.5. COMMON FACILITIES AND AMENITIES** : shall include corridors, Hall-ways, stair-ways, passages, ways, lavatories, pump-room, water Connection, Common Electric Connection, water-reservoir, overhead tank, water pump and motor and other common facilities like structural and other rights that owner/ lawful Occupier deserve as per K.M. C. Building Rules (its amendment time to time also) and the undivided Proportionate right or interest of land shall be transferred at the time of delivery of possession and by any other means adopted for effecting what is understood as a transfer of constructed space with undivided proportionate interest of the aforesaid land or premises proportionate to the areas of the Flat and the right to use in common space in the said building premises or said Premises.

**1.6. SALEABLE SPACE:** shall mean the space in the Building available for independent use and occupation after making due provision for common passages, facilities and the space required for common use for all lawful Owners/occupiers as per the K.M.C. Building rules .

**1.7. ARCHITECT/CIVIL ENGINEER** : shall mean the person or persons having the experience and qualification to undertake Building construction, be appointed by the Developer for designing and planning and supervision of said Building who will take decision for all matters for construction after discussion with the Developer and the Land-Owners shall not interfere in this purpose of any manner .

**1.8. BUILDING PLAN:** shall mean the Plan be sanctioned by the **Concerned Authority of the Kolkata Municipal Corporation** or any other authorities be required for construction of that Building with such alterations or modifications as the case may be, made by the Developer time to time for the betterment of all for which the Developer

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Kamala Rani Saha  
Sukarno Saha

will have the right to get its sanction of the revised Plan, sanctioned by the concerned Authority of **the Kolkata Municipal Corporation** and in case of any deviation, alteration and modification, the supplementary Building Plan to be made and approved from the concern authority of the said Municipality and Revised Plan may be sanctioned, if required. Be it mentioned here that before submission of **Building Plan** to the concerned Authority for sanction, the Developer shall physically show the said Plan to the Land Owner to have approval from the Owners in regards to her satisfaction regarding said instant Plan in oral or written.

**1.9. TRANSFER** : with its grammatical variation shall mean transfer by mean of Conveyance/Sale and shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer in any new constructed areas in the form of Flat/Car Parking/Shops and others whatsoever Together-with undivided interest of land, proportionate to the area of the Residential Flat/Commercial Spaces and the right to use in common space of said premises to the lawful Purchaser/s.

**2.0 TRANSFEREE**: shall mean the Person/s, Firm, Limited Company, Association or persons to whom any space, Flat, Car-Parking, Commercial or any other Space of said Building Together-with undivided proportionate share or interest of the land would be transferred by all those lawful owners and the Developer along-with areas of Flats/units/Commercial areas and those Purchasers shall enjoy Common-areas, Common facilities, undivided proportionate share or interest of land, common right to use of roof, having undivided right of Meter room, Pump Room, Electrical Room, Care-Taker Room and such other constructed areas deemed to be common as per Apartment Act. and it's up to date amendment.

**2.1 TRANSFEROR** : shall mean the Land Owners as Principal, here-in-after called the Owners and the Developer as Confirming Party and particularly the OWNERS shall have to appoint or engage their Attorney or Attorneys on behalf of them who will perform all acts, Deeds and things in the name of the OWNERS including the good right and absolute authority to sign, execute, present and get registered all kinds of Deeds/Documents on behalf of the OWNERS to the extent of **DEVELOPER'S ALLOCATION OR SHARE** only and also deeds required for Sanction of the Building Plan and others urgent-purposes like amalgamation of the land which is or are adjacent to the Owners'



Kamala Rani Saha

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land and the Attorney may do such other act or acts for the betterment and benefit of the Land Owners and also for both parties herein.

**2.2. WORDS:** importing masculine gender shall include feminine gender and neuter gender, like-Wise importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

**2.3. BUILDING:** Shall mean proposed G+IV Storied Building or more storied Buildings as approved by the Concerned Authority of the Kolkata Municipal Corporation and same shall be constructed at the aforesaid Premises or said land of the **LAND OWNERS** herein, mentioned hereunder SCHEDULE-A, according to Sanctioned Building Plan, be obtained from the Concerned Authority of the K.M.C.

**2.4. CARPET AREAS :** Carpet areas shall mean the entire inside areas of a FLAT/SHOP/UNIT i.e. Floor areas +(Plus) hidden areas of Floor under the Partition Wall and others if any and for those purposes, said Carpet-areas shall finally be measured or calculated by the Engineer. In this purposes, the expert Civil Engineer appointed by the Developer shall take final measurement and it is obligatory from the part of Civil Engineer/Architect to issue Sketch Plan of each Unit/Flat/Shop and others areas whatsoever noting down stepwise actual Carpet areas, Built up areas and super-Built up areas mathematically that be granted by all and may be compared by any other person/ persons.

**2.5. BUILT UP AREA:-** means the Covered area of the any FLAT or any other unit like Shop, others whatsoever and said Covered Constructed portion of the floor inside shall be deemed carpet areas plus thickness of wall and also be added therewith the proportionate share of lobby, stair, stair case, Lift if provided and others whatsoever as per rules that the Engineer deems fit and proper .

**2.6. SUPER BUILT UP AREA :-** means Built up areas as mentioned above(+) plus undivided proportionate share or interest and right to use of Vacant land as Commonly, safety Tank, Drainage, Sewerage and others facilities whatsoever deemed as common in the said Building/Premises and for providing those facilities the Developer may add any percentage as it deems fit and proper as per its



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choice with the built up areas for better use and enjoyment of the said Building but prevailing rules of the Real Estate Regulation Act or any other acts, rule and order passed or be passed by Concerned Authority or respective Court or forum and being imposed to follow to take priority in addition to terms or condition written herein.

2.7. Facilities, subject to stipulation of said building as per Apartment Act. 1972 and its time to time amendment thereof or now in force.

a) **It is hereby understood between the Land-Owners and the Developer :-**

**It is clearly Stated** that the Flats and others Units /saleable areas here-in- or below Schedule Land of the Land-Owners, shall be handed over in Complete Condition within **36(Thirty-Six)Months** from the date of execution of this Development Agreement subject to additional time of **6(Six)months** shall be granted by the both parties and the **Ratio of Allocation of the Land Owner and the Developer shall be 50 : 50(Fifty-fifty) ratio, out of the total built up area i.e. 50%(Fifty Percent) of the total built up area shall be provided to the Land Owners/Principals and the remaining 50%(Fifty Percent) of total built up areas shall be provided to the Developer in the proposed new Building and the Land Owners** at the time of execution of this Agreement shall also jointly get **Rs.2,00,000/- (Rupees Two Lac)Only** from the Developer as non-refundable & non-adjustable money as desired by them against their contribution of Schedule-A land for the construction of new Building according to conditions herein mentioned.

b) In Contribution of the land without any Contribution of any Cash and kind the Land Owners will be provided the following Constructed areas in free of cost as **LAND OWNERS ALLOCATION** and in contribution of their land for the development in the form of new multi-storeyed Building at the cost of the Developer and also delivery of possession of land to the Developer after the registration of this Agreement as and when the Developer is desirous to get the said land for construction of proposed new Building as per Sanction Building Plan by the K.M.C, and the Developer after completion of the same and also after getting Completion Plan will provide Land Owner's Allocation.



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**THE LAND OWNERS' ALLOCATION:** On or after Completion of the building or project in all respects the Land Owner as settled herein shall be provided as follows:-

The **LAND OWNERS/PRINCIPALS** here-in-after called **OWNERS**, the **FIRST PART** herein shall get : i) **50%(Fifty Per-cent) Built up area** out of the total constructed areas subject to saleable/utilizable areas **Together-with** undivided proportionate share or interest of aforesaid land described in **SCHEDULE-A Together-with** Common Facilities and Common amenities subject to general restrictions same as be provided to all Flat Owners and as per settlement already made by and between the **LAND OWNERS** and the **DEVELOPER FIRM** and **remaining 50% shall be provided to the Developer, hereunder described below:-**

ii) That, the **Land Owners' Allocation** shall be provided in the form of **Flats/ units Shop/Car-Parking areas** and be delivered over **in the following manner:-**

iii) **The Land Owners** named above the **FIRST PART** herein shall get **50%(Fifty Per-cent)Constructed portions or F.A.R. or Built up areas** in proportion to the **numbers and sizes of the said Flats/units/Shop** which will be provided **Together-with** undivided proportionate share of land common areas, common facilities and get also **Ground Floor** constructed areas in manner:- **In case of SHOP /COMMERCIAL AREAS:- the Land Owners shall get One shop Room, including extra 100(One hundred) Sq. ft. i.e more than the areas of their ratio 50% that the Land Owners will get in the Ground-Floor as per equal ratio as calculated All Shops of the Land Owners shall be one side. .**

iv) That, **said 50% (Fifty Per-cent)Constructed areas** shall be provided to the **Land-Owners** lawfully in the manner of **Flats/Units/Car-Parking**, out of which the **LAND OWNERS**, herein the **FIRST PART** will get the same as per sanctioned Building Plan approved by **the Kolkata Municipal Corporation** and aforesaid constructed areas shall be delivered to the **LAND OWNERS** complete and habitable condition in all respects as Land Owners allocated Portions after obtaining the Completion Plan and /or Completion Certificate from the K.M.C. The Land Owners may accept their allocated portions at a lot or part by part. **After amicable settlement between the First Part and the Second Part, Land Owners allocated portions in case Flats from 1<sup>st</sup> to 4<sup>th</sup> Floor are herein fixed as per their choice as follows :-**

*[Handwritten Signature]*

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(a) In brief the Land Owners shall get:- i) The Entire Second Floor.

AS PER LAND OWNER'S CHOICE

ii) 2(Two)Flats on the THIRD FLOOR,  
i. e. One on the SOUTH-EAST Side,  
another one on the SOUTH-WEST Side.

iii) 2(Two) Flats on the Fourth Floor,  
One on the NORTH-WEST and another  
One the North-East side.

All of the aforesaid Flats shall be in equal size, be provided to the Land Owners herein the First Part, here-in-after called the Land Owners' Allocation.

b) The Land Owners shall also jointly get Rs.2,00,000/--(Rupees Two Lac)Only by cheque as non-refundable or non-adjustable money apart from their allocated portions. Be it mentioned here that the DEVELOPER and the LAND OWNERS shall have every right to change, ear-mark and identify the respective allocation of the Land Owners henceforth and also the Developer separately and for this reason, the both the land Owners and the Developer jointly may execute a Supplementary Deed due to finalization of particulars Flats/Unit/Shop and Car-Parking spaces of either party, duly signed by both Party and that Supplementary Deed be executed here-in-after shall be granted to all Banks, financial institutions and any other authorities as it is already agreed by these presents, not only that the construction areas of Allocated portions of the both parties shall have the same 50 : 50(Fifty-fifty)Ratio and also neither party shall be deprived of getting of his/her/it/their actual or respective share of allocated portions.

Also it is invariably written here that all the said Land Owners AND the Developers Allocation shall be provided Together-with undivided proportionate share or interest of below Schedule-A land Together-with common areas, Common Facilities and Common amenities, subject to general restrictions to be abided by the all Flat/unit/Commercial-units Owners and the aforesaid Flats/Units shall be handed over in habitable vacant condition TO HAVE AND TO HOLD same with all rights, title interest and possession thereof and also with all usufructs to enjoy the same hereditably with every right to transfer same by way of any kinds of acts, Deed and things under the Transfer of Property Act now in force or time to time applicable or the Deeds like Deed of Sale/Conveyance, lease, Gift, Rent, bequeath by



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**WILL** and others whatsoever and the land Owners jointly shall have right to sell or dispose of their allocation as recited above independently without help of others.

**Be it noted here that** the Land Owner and the Developer have every right to adjust or alter the aforesaid allocated portion by way of mutual understanding and the same shall be reflected in the Supplementary Agreement be signed by both party which is to be treated as part and parcel of this Development Agreement and the same shall be considered as legal document to all whom it may concern as it is made without changing the percentage of each party's allocation. **It is worth to mention here that in the sanctioned Building Plan if found that there are some number of Car-Parking spaces under the Shed on the ground Floor the same shall be divided into 50 : 50 ratio between the Land Owners and the Developer, herein.**

**2.8. DEVELOPER'S ALLOCATION :** **save and except Land Owners' Allocation as recited above, all the rest of or remaining constructed areas and /or saleable areas shall be provided to the Developer or lawfully achieved by the Developer's Firm** on the strength of this **DEVELOPMENT AGREEMENT Together-With** undivided proportionate share of land including all rights, facilities and others whatsoever recited above in brief the **Developer shall get the same manner** as if the Land Owners have got, here-in-after treated as **DEVELOPERS' ALLOCATION** and the **SAID FIRM** shall have lawful right to make Agreement for sale, Deed of Sale or Conveyance and dispose of said allocated portion lawfully on the strength of **Development Power of Attorney** and also execute all other acts, deeds and things time to time necessary as per acts and rules of the **Transfer of property Act** and the **DEVELOPER, the SECOND PART/ OTHER PART** herein, shall get its allocated portions **in the following manner:-**

i) **The Developer / Other Part** shall get **50%**(Fifty Per-cent) allocated Portions and all those allocated Portions shall be in **Built up areas** more fully described here-under **SCHEDULE-C** in **the following manner:-**

ii) **Developer Firm, the Other Part** herein shall get the **50%**(Fifty Percent) **F.A.R. OR Built up area** in the form of **Residential Flat/Unit/Commercial areas/Car-Parking area**, all shall be calculated in the manner of 50% as per Sanctioned Plan, be obtained from the Kolkata Municipal Corporation and the same shall be delivered

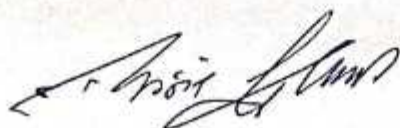


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to the Developer, complete and habitable condition to the Developer, here-in-after called **the Developer's allocation**.

iii) The Developer has every right to adjust, alter any of the constructed areas like Flat/unit/Commercial areas/Car-Parking Space of the Developer with any alternative areas of the Land Owners mutually but that shall be reflected in the Supplementary Agreement, made here-in-after which shall be granted as related and lawful document which will also be accepted to all.

iv) The areas of **Car-Parking Space** on the **Ground Floor** which shall be mutually and amicably distributed between the **Land Owners and the Developer 50:50 ratio** as per Sanctioned Building-Plan which shall be obtained from the Kolkata Municipal Corporation and same shall be delivered to each Party in complete and habitable condition. Be it mentioned here that the Developer and the Land-owners here-in-after may mutually settle between themselves in regards to each Party's particular allocated Car-Parking Spaces in the Ground Floor by way of amicable written settlement to be signed by the both Party. The aforesaid **Developer's Allocation** shall be provided **Together-with** Common areas, Common Facilities, Common Passages and all other facilities like Common roof right, Common Space whatsoever shall be known as **Developer's Allocation Together-with** undivided proportionate share of land underneath the said Building to be erected as per sanctioned plan here-in-after called as the **Developers' Allocation**. **Briefly to say that save and except Land Owner's Allocation, all the rest or remaining allocations shall be treated as the- DEVELOPER'S ALLOCATION** and said **Allocated Portions** may be freely sold, transferred and disposed of by the **DEVELOPER FIRM** or by the **DEVELOPER** on the strength of registered Development Power of Attorney/General Power of Attorney, being a related documents to the Development Power of Attorney which must be executed by the **Land Owners in favour of the Developers' Firm** or its Personal name or in the name of **M/S. PACIFIC CONSTRUCTION**, herein the **SECOND PART** and said registered Development <sup>Agreement shall be valid</sup> ~~General Power of Attorney shall not be cancelled, revoked~~ until and unless all the **Developer's Allocated** Portions are sold to the **Third Party** or in favour of the intending Purchaser/s or otherwise shall be possessed, enjoyed and controlled by the Developers as per lawful right and title of the same provided Land Owner's Allocation shall be given before the execution and



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registration of all Deeds of Transfer shall be completed out of the Developer's Allocation.

**2.9. GENERAL/DEVELOPMENT POWER OF ATTORNEY:** the Owners must execute and register one **DEVELOPMENT POWER OF ATTORNEY** in favour of **DEVELOPER'S PERSONAL NAME** OR in favour of **DEVELOPERS' FIRM** named as **PACIFIC CONSTRUCTION** in respect of the aforesaid **land** or **PREMISES** more fully described in the **SCHEDULE-A** Property for rendering Power, authority and lawful right to perform all activities for the construction of said multi-storied Building and for all others needful purposes including empowering them with every right, title and authority including right and authority to sell, transfer and dispose of Developers' Allocated Portions by way of any kinds of deed or deeds as per Transfer of the Property Act done or executed lawfully, including Deed of Agreement, Conveyance, exchange for amalgamation, having the right to organize the necessary works for registration of those Deed/Deeds, appearing before any authenticated registration offices like D.R. South-24Parganas and /or A.D.S.R, Alipore South-24Pargans, Kolkata-700027 and R. A Calcutta and sign and execute all kinds of deeds and present the same to the registration Authority, receive the earnest money, advance money, Part and full consideration from the intending Purchaser/ Purchasers in respect of the Flat/Unit/Car-Parking Space and Commercial areas, settled to sell or dispose of by the Developer and complete the sale proceed by signing on Deed Return Receipt or I.G.R on the strength of said Power of Attorney, executed by the Land Owners/Principals and this Power of Attorney shall be valid, forceful until and unless all constructed areas under Developers Allocations are lawfully sold by virtue of registered Deed or Deeds.

**3.1. OWNERS' APPLICATION :** the Owners and in absence of them, their legal heirs must be bound to take part by themselves or through their Power of Attorney in respect of execution of Deed of Conveyance and other deeds in - favour of the intending Buyer or Buyers of the Developer in respect of the Developers' Allocation as the case may be or urgent matter, they shall appear before the Registering Authority as and when needful for registration of any deed or document and admit execution thereof, during the period of construction up to




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the dispose of the all allocated portion of the Developer and shall be bound to do all needful acts, deeds and things for the proper registration of each deed or deeds without any objection, hindrance and never shall go against the Developers' Firm and also shall not do any act, deeds and things by which the Developer may suffer in future.

**3.2. POSSESSION** : the Land Owners' Allocation and possession will be handed over to the Land Owners before execution and registration of any Deed of Conveyance/s in favour of the Intending Purchaser or Purchasers by the Developer and the Developer shall be bound to execute the possession letters in favour of the Land Owners for their all allocated portions prior to lawful transfer of Developer's allocation. It is further declared by the Land-Owners that the Developer may make agreement/s with the Third Party for the sale of Developers' Allocated Portion prior to give possession of Land Owner's Allocated Portion and also may give registration of some of the Flats / units under Developer Allocation due to urgent need of money and the Land Owner is also agreed to handover all Original Title Deed or Deeds and all other related Chain Deeds, Mutation Certificate, Tax-receipt and others whatsoever under their custody at the time of execution of this Development Agreement to the **DEVELOPER** in proof of Land Owners right, title and authority in respect of the said landed Property, more fully described hereunder **SCHEDULE-A** and the Land Owner shall be bound to show and submit all original deeds and documents related to the said landed Property to the Developer for the verification of Land Owner's marketable right, title and authority by the intending Purchaser/s or any one having the right to see the original, as and when necessary and those deeds and documents shall be under the custody of the Developer and after completion of the Building, the same shall be handed over the to the Flat Owners' Association or the Land Owners to be supported by other Owners.

#### **ARTICLE - II DEVELOPER'S RIGHT**

**3.3. The Land Owners hereby** grant subject to what have been here-in-after provided the exclusive lawful right to the Developer to build, construct, erect



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Subarna Saha

and complete said Building and Commercially Exploit same by entering into Agreement for sale with any or all the intending Purchaser/Purchasers of the **DEVELOPER'S ALLOCATED** portions as described above, also described hereunder **SCHEDULE-C** against the monetary consideration as settled by the Developer and construction of the new Building shall be in accordance with the Plan sanctioned by the K.M.C. with or without amendment and/or modification made or caused by the Developer with the approval of the Owner and the Developer shall try to handover the Land Owners' allocated portion first in the said new building by virtue of Possession Letter issued by the Developer unto the Land Owners and the said letter of Possession shall be treated as **Deemed Possession** either receive or not by the Land Owner for unavoidable any reasons whatsoever.

**3.4. In consideration** of above, the Developer shall be entitled to sell or keep under it's control all other **Flats/Units/Shops/Car-Parking Spaces**, save and except **Owners' Allocation** stated herein before at the said Holding **Together-with** undivided proportionate share or interest of land and common facilities, amenities and restrictions as per **Apartment Act-1972** with its up to date amendment and the Developer shall be entitled to enter into Sale-Agreement with the intending buyers for sale and transfer in its Firm name by way of any kinds of Deed of Transfer and to receive, realize and collect all money in respect thereof which allotted portion belongs to the Developer and the Land Owner hereby consent to the Developer entering into this Agreement that the Owner undertake to convey the saleable area with said right to the Purchaser/s when called upon by the Developer and if necessary, be a party of the Agreement and/or any kinds of deed or deeds and also to do all acts, Deeds and things to dispose of Developers' allocated portion in favour of the intending Purchasers or others as per will or intention of the Developer.

**3.5. The Developer** shall be deemed to be the Agent of the Land Owners and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer allocated



Kamala Rani Saha  
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portion **Together-with** undivided proportionate share of land along-with other facilities, privileges subject to restriction as per Apartment Act-1972 followed by its day to day amendment on the strength of this **registered Development Power of Attorney** executed by **the Land Owners** in favour of the **DEVELOPER FIRM** and/or in the name of its Sole Proprietor of **PACIFIC CONSTRUCTION**, where the **Land Owners** shall also give Developers' Firm jointly exclusive lawful power, right and authority to construct the said building along-with the right and Authority to sell/dispose or transfer all Developer's allocated portions' exclusively and independently, comprised of the new Building be erected on the land described hereunder the **Schedule-A**.

**3.6. The Developer** shall at its own cost construct and complete the said building built with good and standard building materials as may be specified by the Architect time to time as per Sanctioned Plan with the facility and amenities at said Premises and such construction of the said Building shall be completed entirely by the Developer at its own cost and conveniences **within 36(Thirty-Six)months** from the date of execution of this **Agreement** as per Sanction Plan obtained from the **Kolkata Municipal Corporation** which is expendable for Six months which is the most essence of this Agreement. Be it mentioned here that the act of Gods or force-major and in case of unavoidable circumstances the period of completion of the building may be extended either six months or more or the period of extension for completion of said building will be mutually agreed. Time in this respect subject others mentioned above in clause-2.7, unless the same is beyond the control of the Developer, being deemed to be essence of this Agreement between the Parties. However, after exceeding/ Grace Period if the Developer fails to construct said Building up to habitable condition within stipulated period the Developer shall be under binding to pay Rs. 30,000/- (Rupees thirty thousand) Only per month to the Land Owners herein as compensation till delivery of possession.

**3.7. The Developers shall provide** in the said Building water connection. Water-Storage/tanks, overhead reservoir, electrification, permanent electric-connection and until permanent electric connection is obtained temporary electric connection



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to be provided in a residential Flats of the multi-storeyed building, those are disposed of as residential flat/s and/or constructed spaces on ownership basis and the cost of temporary electric connection be borne by the each Flat/Unit Owner equally or proportionately but in case of common electric connection, all Owners shall bear the said cost equally .

**3.8. The Developers shall** be authorized in the name of the Owners in so far as in necessary to apply for and obtain quotas entitle required for cement, steel, bricks and other Building materials required for the entire construction of the Building and similarly apply for the connection of electricity/power, drainage, sewerage and/or Gas to the Building and other facilities required for the construction or enjoyments of the Building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all others out goings shall be borne by the Developer and in the same way from the date of taking possession of the Land Owner allocated portion by the Land owners, they will bear the aforesaid all outgoing expenses for their respective allocated portions only and subsequently, the Developer shall bear all expenses for Developers Allocated portions only. Be it mentioned here that at the time of execution of Development Power of Attorney and Development Agreement, the Land Owners, the First Part shall delivered the Developer all documents in regards to their lawful Ownership of the said landed property such as Title-Deeds, latest Deed along-with other documents regarding **Schedule-A** Property , the Developer shall give receipts of those document upon his own letter head to the Land Owner herein and the Developer shall also hand over Certified Copies of the Deeds of regarding the land of the land Owners and also certified copy of Development Agreement but prior to that at time of execution and registration of Development Agreement , the Land Owners shall hand over the Developer all the original Deeds and documents in respect of the said land those are under the custody of the Land Owners and this is the most essence of this Agreement.

**3.9. The Developers** at its own costs and expenses and without creating any financial or other liability on the Land Owner shall construct and complete the



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Building and various units and/or apartments therein in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developer with the consent of the owners in writing.

**4.0. That, the Developer** shall have sufficient right or liberty to sell or dispose of lawfully its allocated portion on the strength of said Power of Attorney its allocated portion to the nominee or nominees of the Developer as well as all intending Purchasers, otherwise the nominee or nominees of the Second part, but in case of the demise of the Developer, its legal heirs, survivor and or nominees shall be entitled to seize and possess of the all or remaining unsold constructed areas **Together-with** proportionate undivided share of land under the **Developers' Allocated portion**.

**4.1** All taxes, costs, charges and expenses including Architect's fees etc. shall be borne by the Developers from the date of taking possession of the said land with structure (be demolished in order to construction of new multi-storied Building thereon) till delivery of possession of the Land Owner's allocated portion and the Owner shall have no liability in this context but after getting possession of their allocated portion in fully completed condition, along-with completion Certificate from the K.M.C., the Land Owner shall pay all the rent, rates, taxes, maintenance charges and others outgoings for her allocated portion only from the taking possession of their allocated portions.

**4.2 The Developer** shall request the Land Owners to release or deliver possession of the Land either in written or verbally state to release the same in particular date in question of new construction thereon and the land Owner has to follow the said request without any objection, hindrance and tantalization.

**4.3 LAND OWNER'S REPRESENTATIONS:** The Land Owner hereby declares that the below schedule land is fair and free, from all encumbrances having a good marketable right, title, interest and possession of his own and he has not here to fore done any acts deeds or things by which below **Schedule-A** landed property may



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be affected and any litigation may be raised in regards to the unencumbered status of the said Land and also declares as follows:-

**i) That,** Owners, the Party of the First Part have absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said land or Holding, the Land Owners have not here-to-fore execute any deed, agreement with third party in respect of his below schedule land and shall not execute the same after these presents .

**ii) That,** said Premises is free from all encumbrances and the owners have marketable right, title and Possession in respect of the said premises till before handing over the Possession to the Developer.

**iii) That,** the Land Owners allocated portions shall be delivered on or after approval and handing over the Completion Certificate along-with Completion Plan to the Developer by the K.M.C and be it mentioned here that the Land Owners shall not sell or dispose of by way of any kinds of Deed of their any Flat/unit/Car-Parking space/Shop out of the their said allocated portions before getting Completion Plan/Completion Certificate of the said Building.

**iv) That,** the Owners hereby grants, exclusive right to Developer to undertake new construction on the said Premises in accordance with the Plan or Plans be sanctioned by the Kolkata Municipal Corporation.

**v) That,** all application plans and other papers and Xerox copy of documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners at the Developer's cost and expenses .

**vi) That,** the Land Owner here-in-after shall not claim any division or sub-division of the land and also of the Building constructed on the said land.

**vii). That,** all the acts, rules and regulation shall be imposed in the matter of construction of the new multi-storied Building by the Central Government, mainly



Kamala Rani Saha  
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enacted in the West Bengal multi-storied Building Regulation Act. to be followed both the Owners and the Developer.

**4.4.** That, the party of the **SECOND PART** accepts to complete the construction and deliver the Owner's share **within 36(Thirty-Six) months from the date of execution of this Agreement** and the Building project shall be constructed as per **Sanction Building Plan** obtained from the **Kolkata Municipal Corporation** which is expendable for Six months which is the most essence of this Agreement and subject to continuance or normalcy in the city of Kolkata and its adjacent locality and if it occurs natural calamities beyond the control of the second part which include civil commotion, fire, Flood, riots etc. may cause from the date of sanction and approval of Plans may cause delay another six months shall be included also subject to delay in giving vacant possession of land by the Land Owner and in that case the period of completion of the building may be delayed as aforesaid .

**4.5** That, the party of the **Second Part** hereby undertaken to the Land Owners to keep them harmless, identified from or against all third party claims, action arising out of any sorts of non-payment bills of the Contractors or any other person/persons relating to the construction on the Land hereunder Schedule.

**4.6** That, **Land Owners** hereby nominate, constitute and appoint the **Developers' Firm** or personally **SRI BIJOY GHOSH** herein the **SECOND PART** as their true and lawful constitute Attorney to execute, perform all or any inter-alia acts, deeds and things or any more cause to be done for below schedule land in question of construction, completion of the instant Building as per Building Plan up to selling all or each Flats/Units/Salable areas Together-with proportionate share of Land under the Developers allocation only.

**4.7.** If any installations like transformer is set up, the cost of the same shall be borne by the all Flat Owners and Land Owners as per 50:50 ratio.

**4.8.** The name of the **G+IV Storied Building** that shall be constructed on the **Schedule-A land**, shall be "**PACIFIC SUDHAMOY**" as agreed between the parties herein.



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**ARBITRATION:** Any dispute or differences which may arise between the parties herein-with in regard to the construction and disposing of the Developers Allocated portion under the meaning of these presents or effect of this Deed or any part thereof shall be referred to any two arbitrators each to be engaged or appointed by such party and their decision shall be binding upon both the parties herein within the meaning of the Arbitration and Reconciliation Act.1996, including its statutory modifications re-enactment and up-to-date amendment thereof **OR** the jurisdiction court has every right to pass necessary order to meet up all disputes.

**THE SCHEDULE -A ABOVE REFERRED TO**

**(Where the new Building shall be constructed as per Sanction Plan from K.M.C)**

**ALL THAT** piece and parcel of land measuring **09(Nine)Cottah 08(Eight)Chittak 13(thirteen)Sq.Ft.** more or less **Together-with** a single **Storied** asbestos Shed structure measuring about 1500 Sq. Ft.( here-in-after-be-demolished), lying and situates at situates at **Mouja -Kamdahari, J.L.49, Touji, No.14, Old Khatian No.144, Hall Khatian-477, Dag No.944, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni, A.D.S.R. Alipore, Distriet-South-24Parganas** and presently the land is known and identified as **Premises No.461, Boral Main Road, Assessee No. 31-111-05-0461-9 of the Kolkata Municipal Corporation, K.M.C. ward No.111, Borough-XI, P.O. Garia, P.S. Bansdroni, Kolkata- 700084** which is the Subject landed property where new Building will be constructed as per Sanctioned Building Plan. The said land is butted bounded by:-

- ON THE NORTH - 30'(Thirty Feet) wide Boral Main Road.**  
**ON THE SOUTH - Land of Mr. Satish Chandra Saha.**  
**ON THE EAST - Land of Mr. Sankar Kundu.**  
**ON THE WEST - Land & Building of the Premises 81, Boral Main Road.**

**SCHEDULE-B ABOVE REFERRED TO :**

**(Land Owners' Allocation)**

The **LAND OWNERS / PRINCIPALS** here-in-after called as **OWNERS**, the **FIRST PART**, herein shall get:- **i) 50%(Fifty-Percent)Built up area** out of the total constructed areas /saleable areas **Together-with** undivided proportionate share

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*Sulekha Saha*

or interest of aforesaid land described in **SCHEDULE-A Together-with** common areas and Common Facilities and Common amenities subject to general restrictions as same as be provided to all Flat-Owners and as per settlement between the **LAND OWNERS** and the **DEVELOPER FIRM**.

ii) That, the **Land Owners' Allocation** in the form of **Flats/ units/Shop** shall be handed over **in the following manner**:-

iii) **The Land Owners** named above the **FIRST PART** herein shall get **50%(Fifty Percent) Constructed portions or F.A.R. or Built up areas which shall be comprised of different numbers and sizes of the said Flats/units/Shop** which will be provided **Together-with** undivided proportionate share of land common areas, common facilities in the Following manner:- **In case of SHOP / COMMERCIAL AREAS , the Land Owners shall get One shop Room including 100(One hundred)Sq. ft. extra or a little more or less as more areas that she deserves to get in the Ground-Floor according to 50%(Fifty Per cent)Built up areas or a little more or less. All Shops of the Land Owners shall be one side.**

iv) That, said **50%(Fifty Per-cent) Constructed areas shall be provided to the Land-Owner lawfully** in the manner of **Flats/Unit**, out of which the **LAND OWNERS**, herein the **FIRST PART** as per sanctioned Building Plan approved by **the Kolkata Municipal Corporation** and aforesaid constructed areas shall be delivered to the **LAND OWNERS** complete and habitable condition in all respects and aforesaid Land Owners' allocated portions shall be provided at a lot or part by part as they accept their possession as when the Developer will request to take possession orally or by written which will be treated as deemed possession. It is remarked that excluding others, Land Owners to be provided as settled as follows :-

**In brief the Land Owners shall get:-** i) **The Entire Second Floor.**

**AS PER LAND OWNERS' CHOICE**

- ii) **2(Two)Flats on the Third Floor, One Flat on the South-East Side, another on the South-west.**
- iii) **2(Two) Flats on the Fourth Floor, One on the North-west and another One on the North-East side.**



Kamala Rani Saha

Sulekha Saha

All of the aforesaid Flats shall be in equal size, be provided to the Land Owners herein the First Part, here-in-after called the Land Owners' Allocation.

b) The Land Owners have also get Rs.2,00,000/- (Rupees Two Lac) Only from the Developer as non-refundable or non-adjustable amount of money apart from their allocated portions at the time of execution and registration of Development Agreement and Development Power of Attorney which is hereby paid by the Developer vide two cheques being Cheque No. 094385 dated 14.12.2018 drawn on I.D.B.I. Bank, N.S.C. Bose Rd, Narendrapur, Kol-103. Branch Rs.1,00,000/- (Rupees One Lac) Only in the name of Land Owner No.1 and also vide cheque No. 094386 dated 14.12.2018 drawn on I.D.B.I. Bank, Narendrapur, Kol-103. Branch, Rs.1,00,000/- (Rupees One Lac) Only in the name of Land Owner No.2.

Be it mentioned here that one copy of Approved/Sanctioned Building Plan will be given to the Land Owners.

**:: SCHEDULE-C ABOVE REFERRED TO ::**

**DEVELOPER'S ALLOCATION : DEVELOPER'S ALLOCATION** is 50% (Fifty Per-cent) of total constructed areas as per Sanctioned Plan as recited herein before OR save and except Owners' Allocation described in **Schedule-B**, the rest of all the constructed areas and /or saleable areas shall be provided to the Developer or achieved by the Developer on the strength of this Agreement TOGETHER-WITH undivided proportionate share of land including all rights, facilities and others whatsoever recited above in brief the **Developer shall get or deserves to get the said remaining 50%** as if the Owner deserves, here-in-after treated as **DEVELOPERS' ALLOCATION** and the **SAID FIRM** shall have the lawful right to make Agreement for sale, Deed of Sale or Conveyance and dispose of said allocated portion lawfully on the strength of Development Power of Attorney and also execute all other acts, deeds and things time to time necessary as per acts and rules of the **Transfer of property Act** and the **DEVELOPER**, the **SECOND PART/ OTHER PART** herein, shall get its allocated portions **in the following manner** :-

i) **The Developer/Other Part** shall get 50% (Fifty Per-cent) allocated portion in the new Building or Buildings and said allocated Portions shall be provided in **Built up areas** more fully described hereunder in the following manner:-

*[Handwritten Signature]*

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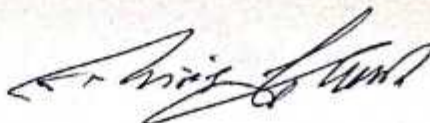
Kamala Rani Saha  
Sulasma Saha

ii) **Developer Firm, the Other Part** herein shall get the **50%**(Fifty Percent) **F.A.R. OR Built up areas** in the form of **Residential Flat/Unit/Commercial areas/Car-Parking areas** and all shall be calculated in the manner of **50%** as per **Sanctioned Plan**, be obtained from the Kolkata Municipal Corporation and the same shall be delivered to the Developer complete and habitable condition, here-in-after called the **Developer's allocation**.

iii) The Developer has every right to adjust, alter any of the constructed areas like Flat/unit/Commercial areas/Car-Parking Space of the Developer with any alternative areas of the Land Owners, be reflected in the Supplementary Agreement signed by the both Party herein that may be made here-in-after which shall be granted as related and lawful document also which to be accepted to all.

iv) **The areas of Car-Parking Space** on the **Ground Floor** which shall be mutually and amicably distributed between the Land Owners and the Developer **50 : 50 ratio** as per Sanctioned Building-Plan which shall be obtained from the Kolkata Municipal Corporation and same shall be delivered to each Party in complete and habitable condition.

The aforesaid **Developer's Allocation** shall be provided **Together-with** Common areas, Common Facilities, Common Passages and all other facilities like Common roof right, Common Space, common areas whatsoever shall be known as Developer's Allocation **Together-with** undivided proportionate share of land underneath the said Building to be erected as per sanctioned plan here-in-after called as the **Developers' Allocation**. **Briefly to say that save and except Land Owners' Allocation, all the rest or remaining 50%**(Fifty Per cent) **allocations shall be treated as Developers' Allocation** and the **said Allocated Portions** may be sold, by anywise transferred and disposed of by the said **DEVELOPER'S Sole Proprietorship Firm** or by the **DEVELOPER** on the strength of the registered Development Power of Attorney / General Power of Attorney, being a related documents to the Development Agreement and said Power of Attorney must be executed by the **Land Owners** in **favour of the Developers' Firm** OR its **Proprietor's name** or in the name of **M/S. PACIFIC CONSTRUCTION**, herein the **SECOND PART** and the said registered Development/General Power of Attorney

Kamala Rani Saha  
  
 Subarna Saha

shall not be cancelled, revoked until and unless all the **Developer's Allocated Portions** are fully sold to the **Third Party** or in favour of the intending Purchaser/s or otherwise shall be possessed, enjoyed and controlled by the Developers as per lawful right and title of the same provided Land Owners' Allocation shall be given before the execution and registration of all Deeds of Transfer shall be completed out of the Developer's Allocation.

**SCHEDULE-D ABOVE REFERRED TO**

**( Common Areas and Common Facilities )**

**COMMON AREAS** Shall mean corridors, path-ways, stairways, Roof, beam, main structure, underground Water reservoir, overhead water reservoir Pump, Pump room, Motor, Roof, Parapet Wall, Drainage and Sewerage, vacant land and all others that are fit for common use of Main Door Free ingress and egress boundary wall, Meter Room, and common purposes of all occupiers Developer /Land Owners. All others spaces, areas, installations, fittings and fixture as may from time to time be installed and arranged and provided for common service and common benefit.

**SCHEDULE-E ABOVE REFERRED TO**

**(Common Expenses)**

- a) The expenses of maintaining, repairing, redecorating etc. of the said structures and in particular the roof, gutter and rain water pipes of the building, water pipes, and electric wire of the building including entrance passage and landing stair case of the said building and also including the boundary walls and compound terrace etc. of the same .
- b) The costs of cleaning and lightening of the passages ,landing , staircases and others parts of the building as enjoyed by the purchasers/ occupiers .
- c) The cost of re-decorating the exterior of the building.
- d) Salaries of staff/care-taker/security Guard/sweeper etc.
- e) Municipal taxes, levies etc. to be paid proportionately until the Purchasers' flat is not separately assessed.
- f) Insurance of the building if made including all litigations charges for free and unencumbered title of the land for better use and beneficial use of the purchasers /occupiers as called as legal expenses. "

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g) Such on this expenses as may from time to time be deemed fit and proper by the Association of the aforesaid building.

h) All others expenses and outgoings to be paid by the purchasers/occupiers as follows:-

i) Changing of light point or light.

ii) Changing of pipe for common purpose.

iii) All other changes to be made after completion of the building and handing over the possession by the builder/contractor.

**SCHEDULE-F AS ABOVE REFERRED TO**

**SCHEDULE - F, ABOVE REFERRED TO**

Detail of provisions to be made in the Flat / Flats as follows :

**STRUCTURE & BRICK WORK** : Reinforcement for column , Beam. Slab etc. have been approved by the concern authority of K.M.C drawing concrete will be as per ratio of stone chips 3/4 down, medium sand, Cement with the ratio 4:2:1 burn clay bricks 8" x 5" x 3" will be used for walls with moter ratio 5:1, 4:1, 3:1 as applicable A: wall plaster would be in the respective ratio 4:1 and ceiling 3:1. **Whereof Iron Road shall be used of Shyam Steel and Cement shall be used of Ultra-Tech/ Ambuja Cement .**

**Internal Walls** : Wall Putty/Plaster of perish.

**FLOOR** : All floors except Bath-Room / Toilet will be finished with **Vitrified Tiles** of size 2' x 2' with skirting and Room Floor also shall be made of **Vitrified Tiles** brand name Somany/ Johnson/Orient bell and the Land Owners' **SHOP** Floor will be **made of Vitrified Tiles** also in case of **Land Owners' Allocation**. But Stair / Stair-case made of marble.

**STAIR RAILING** : will be made of Iron Grill and Stair handle shall be made of Wood **Duly polished by wooden colour.**

**TOILET** : Floor shall be Marble on floors and ceramic tiles up to 6'x0' on walls. Concealed Plumbing line with hot and cold water electrical point for geyser in both two toilets, Dsons' or equivalent CP Fittings and Hindware or equivalent sanitary fittings of ISI standard. Bath Room Fitting shall be made of Perry-Ware/Jaquar and there shall be electrical point of an exhaust Fan point in the Toilet and one Fan -Point also

**KITCHEN** : Floor shall be made of Marble and Cooking platform top will be finished with **Granite slab 6' x 20"** length and there shall be provided vitrified glazed tiles 2'-6" height above the cooking Platform and one stainless steel sink and in the kitchen, there shall be

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different electrical points of aqua guard, Freeze, Grinding Machine , Exhaust-fan other than the necessary light points.

**DOORS** : All doors frames will be Sal wood and Main Doors shall be good quality made of Wood or any modern good quality door in case of other than Land Owners, other all Doors shall be flush Door, but in case of Land owners the Main Door will be Wooden with good finishing and with good fittings finished by Wooden burnish polish, P.V.C. door at toilet and also in case of Land Owners allocation, the main Door and others three Rooms, there shall be fitted Godrej Lock each room.

**WATER SUPPLY** : K.M.C. Water Supply Only.

**WINDOWS** : Sliding aluminium window with frosted Glass Panes with Grill.

**ELECTRICAL** : Concealed wiring with proper gauge of copper wire in PVC conduit to be done in flats including point, switch, switch board cover etc. at suitable places in the following manner generally. There shall be one cable point in the Dining Room all Electrical switches shall be of Anchor/Havel's Brand/Company.

Place	Light Point	Fan Point	6amp Point	Calling Bell	16amp Point	Exhaust Fan
Bed Room Each	4Nos.	1Nos.	1Nos.	One(1) Each Main Door	3AC for Three bed rooms	-
Kit/Din	5Nos.	2Nos.	2Nos.		5Nos	1
Toilet	1	1		-	1	1
Bedroom	1	1	1	-	-	-

**Phone/TV wiring**: TV & telephone point in Living/Dining room.

**Exterior** : Latest weather proof exterior finish paint of good quality.

**Roof** : I. P. S. with roof treatment.

**Lift** : OTIS/KONE, having 5(Five) Persons' Capacity.

**Generator** : One Sound Proof Generator shall be installed in said Premises to have 24hours electricity facilities and the said Generator



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must be brand of Kirloskar/Ashok Leyland/Mahindra or any one the cost of the Developer, but shall be reimbursed by the intending Purchasers of the Developers' Allocation.

**SHOP :** Rolling Shutter at entrance of Shop and there shall be One A.C Point and the Floor shall be made of Vitrified Tiles with one Fan point two light point and two 15AMP plug point.

**GROUND FLOOR COMMON AREAS:** Apart from Building areas other common areas or common Passages of the said Premises shall be made of Checker Tiles

Rain water and Soil-wastage Pipe must be within covered panel & Main Gate will be made of Iron with covered iron sheet and main gate the Flat of the Land Owners shall be collapsible Gate [for Land Owner only].

**ELECTRICITY METER :** The Vendors shall provide for the Electrical Meter for common services including stair case-'outer lighting initially at their cost but the amount shall be proportionately recovered from the intending buyers of the units. Electric switches are of Anchor/Havel's in each room.

**N.B ::** All fixtures such of any kind as Fan, Bulb, regulator exhaust fan etc. will be supplied by the purchasers and anything more demanded by the Purchaser apart from this specification shall be executed by the Developer at the cost of the Purchaser.

All the above technical specification if subject to being approved by respective authority and may be altered depending upon the size of the flat concerned and on mutual agreement between the Developer / Purchaser.

Anything extra is demanded by the owner or in case of intending Purchasers Apart from the technical specification given in Schedule - "F" shall be made or done by the cost of the Owners / Purchasers.

**IN WITNESS WHERE OF** the parties hereto have put their signatures on this day, month and year first above written.

Kamala Rani Saha



Subarna Saha

**SIGNED, SEALED AND DELIVERED**

In the presence of witness in Kolkata - 700084.

**WITNESSES :**

1.

Anjana Roy

22/1C Rani Sankari  
Lane,  
KOL-26

1. Kamala Rani Saha

2. Sulekha Saha

2. Sahadeb Saha.

Nabagram, Garia  
P.O. Banchpara KOL-152  
P.S. Sonarpur.**SIGNATURE OF THE LAND OWNERS  
THE PARTY OF THE FIRST PART**

FOR PACIFIC CONSTRUCTION

Proprietor

**SIGNATURE OF THE DEVELOPER / BUILDER  
For, M/S. PACIFIC CONSTRUCTION.  
THE PARTY OF THE SECOND PART**

Drafted by:

Sajal Kumar Bhattacharyya.

Sajal Kumar Bhattacharyya,

Advocate, EN.No.WB-1770/2001,

Alipore Police Court, Kol-27.

Computer Printed by:

Kuntal Bose

Kuntal Bose,

Garia, Kolkata-700084.

**MEMO OF CONSIDERATION**

**RECEIVED** with thanks from the Developer for **PACIFIC CONSTRUCTION**, represented by its sole Proprietor **SRI BIJOY GHOSH**, herein the **SECOND PART** an amount of money Rs.200,000/- (Rupees two Lac) Only and the payment has been made in the following manner:-

<u>Date</u>	<u>Cheque No.</u>	<u>Bank with Branch</u>	<u>Amount Rs.</u>	<u>Receiver Name</u>
14.12.2018	'094385'	IDBI Bank, N.S.C Bose Rd. Narendrapur, Kol-103	1,00,000/-	Smt. Kamala Rani Saha
14.12.2018	'094386'	-DO-	1,00,000/-	Smt. Subarna Saha
			/	
			<b><u>Total Rs. 2,00,000/-</u></b>	

Received in full the consideration value of Rs.2,00,000/- (Rupees Two Lac) Only.

**WITNESSES:**

1 Anjama Roy  
22/1c, Rani Sarkaridani  
Kol-26

2 Sahadeb Saha.  
Nobagan, Bara.  
P.O. Panchpota.  
P.S. Sonarpur  
Kol-152

Kamala Rani Saha

Subarna Saha

**SIGNATURE OF LAND OWNERS**  
**THE PARTY OF THE FIRST PART**

Kamala Rani Saha  
Subarna Saha



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME:

SIGNATURE:



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: SMT. KAMALA RANI SAHA.

SIGNATURE:



Kamala Rani Saha

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: SUBARNA SAHA  
& Subarna Saha



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: SRI BIJOY GHOSH.

SIGNATURE:

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

KAMALA RAMI SAHA

PRAN BALLAV SAHA

01/06/1945

Permanent Account Number

AMAP93575L

Kamala Rami Saha  
Signature



Kamala Rami Saha

आयकर विभाग

TAX DEPARTMENT

SUBARNA SAHA

SUCHANDY SAHA

आयकर

Income Tax

ALXPS1243K

*Subarna Saha*



भारत सरकार

GOVT. OF INDIA



*Subarna Saha*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

BIJOY GHOSH  
LAL MOHAN GHOSH  
01/04/1957  
Permanent Account Number  
ADYPG4183B



*Bijoy Ghosh*  
Signature

*Bijoy Ghosh*

इस कार्ड को खोने / पावने पर कृपया सूचित करें / लौटाएं -  
आयकर ई-नॉनपेयडुअर, एन एस डी  
द्वितीय मंजिल, साफ़ायर चैंबर,  
बनार टेलिफोन एक्सचेंज के नजदीक,  
बनार, पुणे - 411 045

If this card is lost / someone's lost card is found,  
please inform / return to -

Income Tax PAN Services Unit, NSDL,  
3rd Floor, Sapphire Chambers,  
Near Baner Telephone Exchange,  
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: [taxinfo@nsdl.co.in](mailto:taxinfo@nsdl.co.in)



উদ্দেশ্য

- পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারত সরকার

Government of India

তালিকাভুক্তির আই ডি / Enrollment No 2010/17527/25633

To  
বিক্রম ঘোষ  
Bijoy Ghosh  
S/O Lalmohan Ghosh  
C/9 RAJNARAYAN PARK  
Rajpur Sonarpur(m)  
Boral  
Boral South 24 Parganas  
West Bengal 700154

150412390



ML504123600FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

4079 8352 1391

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিনিয়ট অথরিটী প্রাধিকরণ  
Unique Identification Authority of India

ঠিকানা:  
S/O: লালমোহন ঘোষ, সী/৯,  
রাজনারায়ণ পার্ক, রাজপুর  
সোনারপুর (এম), বোরাল, দক্ষিণ  
২৪ পরগণা, পশ্চিম বঙ্গ, 700154

Address:  
S/O: Lalmohan Ghosh, C/9,  
RAJNARAYAN PARK, Rajpur  
Sonarpur(m), Boral, South 24  
Parganas, West Bengal, 700154

4079 8352 1391



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www.uidai.gov.in



ভারত সরকার  
Government of India



বিক্রম ঘোষ  
Bijoy Ghosh  
পিতা : লালমোহন ঘোষ  
Father : Lalmohan Ghosh  
জন্মতারিখ / DOB : 01/04/1957  
লিঙ্গ / Male

4079 8352 1391

আধার - সাধারণ মানুষের অধিকার

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

GRN: 19-201819-031633204-1

GRN Date: 12/12/2018 13:18:55

BRN : 663425557

Payment Mode Online Payment

Bank : HDFC Bank

BRN Date: 12/12/2018 13:20:15

DEPOSITOR'S DETAILS

Id No. : 16050001842449/2/2018  
[Query No./Query Year]

Name : Jiban Ghosh

Contact No. :

E-mail :

Address : Laskarpur Purbapara

Applicant Name : Mr Sajal Kumar Bhattacharyya

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16050001842449/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	15021
2	16050001842449/2/2018	Property Registration- Registration-Fees	0030-03-104-001-16	2021

Total

17042

In Words : Rupees Seventeen Thousand Forty Two only

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

GRN: 19-201819-031633204-1

GRN Date: 12/12/2018 13:18:55

BRN: 663425557

Payment Mode: Online Payment

Bank: HDFC Bank

BRN Date: 12/12/2018 13:20:15

**DEPOSITOR'S DETAILS**

Id No.: 16050001842446/2/2018

(Query No./Query Year)

Name: Jiban Ghosh

Contact No.:

E-mail:

Address: Laskarpur Purbapara

Applicant Name: Mr Sojal Kumar Bhattacharyya

Office Name:

Office Address:

Status of Depositor: Others

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

Mobile No.: +91 9433469491

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount( ₹ )
1	1920181903163320401	Property Registration- Stamp duty	0030-03-103-003-02	15021
2	1920181903163320402	Property Registration- Registration Fee	0030-03-104-001-18	2021

In Words: Rupees Seventeen Thousand Forty Two only

**Total**

**17042**

## Major Information of the Deed

Deed No :	I-1605-07989/2018		Date of Registration	14/12/2018
Query No / Year	1605-0001842449/2018		Office where deed is registered	
Query Date	06/12/2018 11:11:09 AM		A.D.S.R. ALIPORE, District South 24-Parganas	
Applicant Name, Address & Other Details	Sajal Kumar Bhattacharyya Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433714800, Status Advocate			
Transaction			Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement			[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs 2,00,000/-]	
Set Forth value			Market Value	
Rs. 41,00,000/-			Rs. 1,30,18,600/-	
Stampduty Paid(SD)			Registration Fee Paid	
Rs. 20,021/- (Article 48(g))			Rs. 2,021/- (Article E. E. B)	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip (Urban area)			

### Land Details :

District South 24-Parganas, P S.- Bansdrani, Corporation KOLKATA MUNICIPAL CORPORATION, Road Boral Main Road, Premises No. 461, , Ward No. 111 Pin Code 700084



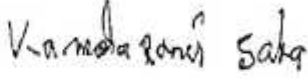


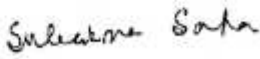
Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		9 Katha 8 Chatak 13 Sq Ft	40,00,000/-	1,25,68,600/-	Width of Approach Road. 30 Ft.
<b>Grand Total :</b>					<b>15.7048Dec</b>	<b>40,00,000 /-</b>	<b>125,68,600 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft	1,00,000/-	4,50,000/-	Structure Type Structure Tenanted.
Gr. Floor, Area of floor : 1500 Sq Ft, Residential Use, Cemented Floor, Age of Structure 5 Years, Roof Type Tin Shed, Extent of Completion Complete					
<b>Total :</b>		<b>1500 sq ft</b>	<b>1,00,000 /-</b>	<b>4,50,000 /-</b>	

Major Information of the Deed :- I-1605-07989/2018-14/12/2018

**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Smt Kamala Rani Saha</b> Wife of Late Sudhamoy Saha Executed by: Self, Date of Execution: 14/12/2018 , Admitted by: Self, Date of Admission: 14/12/2018 ,Place : Office			
	14/12/2018	LTI 14/12/2018	14/12/2018	
107A/4 Regent Park, P.O:- Regent Park, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700040 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AMAPS3575L, Status :Individual, Executed by: Self, Date of Execution: 14/12/2018 , Admitted by: Self, Date of Admission: 14/12/2018 ,Place : Office				
2	<b>Name</b> <b>Smt Subarna Saha</b> Daugther of Late Sudhamoy Saha Executed by: Self, Date of Execution: 14/12/2018 , Admitted by: Self, Date of Admission: 14/12/2018 ,Place : Office			
	14/12/2018	LTI 14/12/2018	14/12/2018	
Harish Chandra Dutta Road, P.O:- Panihati, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700114 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALXPS1249K, Status :Individual, Executed by: Self, Date of Execution: 14/12/2018 , Admitted by: Self, Date of Admission: 14/12/2018 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Pacific Construction</b> 395, Boral Main Road, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.:: ADYPG4183B, Status :Organization, Executed by: Representative			

Major Information of the Deed :- I-1605-07989/2018-14/12/2018

**PERSONAL DATA**

NAME: [Faded] SURNAME: [Faded]

DATE OF BIRTH: [Faded] PLACE OF BIRTH: [Faded]

RELIGION: [Faded] OCCUPATION: [Faded]

EDUCATION: [Faded]

PHOTO:  

SIGNATURE: *[Handwritten signature]*

DATE: [Faded]

ADDRESS: [Faded]

**DECLARATION**

I hereby declare that the above information is true and correct to the best of my knowledge.

SIGNED: [Faded]

DATE: [Faded]

**DECLARATION OF INTEREST**

NAME: [Faded] ADDRESS: [Faded]

DECLARATION: [Faded]

SIGNED: [Faded]

DATE: [Faded]

DECLARATION OF INTEREST - [Faded]

[Faded text]

[Faded text]

[Faded text]

On 14-12-2018

**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 14:06 hrs on 14-12-2018, at the Office of the A.D.S.R. ALIPORE by Mr Bijoy Ghosh .

**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 1,30,18,600/-

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

Execution is admitted on 14/12/2018 by 1. Smt Kamala Rani Saha, Wife of Late Sudhamoy Saha, 107A/4 Regent Park, P.O: Regent Park, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession House wife, 2. Smt Subarna Saha, Daughter of Late Sudhamoy Saha, Harish Chandra Dutta Road, P.O: Panihati, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by Profession Business

Indetified by Mr Sajal Kumar Bhattacharyya, , Son of Late Lalit Chandra Bhattacharjee, Alipore Police Court, P.O: Alipore, 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 14-12-2018 by Mr Bijoy Ghosh, proprietor, Pacific Construction (Sole Proprietorship), 395, Boral Main Road, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Sajal Kumar Bhattacharyya, , Son of Late Lalit Chandra Bhattacharjee, Alipore Police Court, P.O: Alipore, 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 2,021/- ( B = Rs 2,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2018 1:20PM with Govt. Ref. No: 192018190316332041 on 12-12-2018, Amount Rs: 2,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 663425557 on 12-12-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 15,021/-

Description of Stamp  
1. Stamp: Type: Impressed, Serial no 1038, Amount: Rs.5,000/-, Date of Purchase: 03/12/2018, Vendor name: S Deb  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2018 1:20PM with Govt. Ref. No: 192018190316332041 on 12-12-2018, Amount Rs: 15,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 663425557 on 12-12-2018, Head of Account 0030-02-103-003-02



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

Major Information of the Deed :- I-1605-07989/2018-14/12/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2018, Page from 257546 to 257593  
being No 160507989 for the year 2018.



*Sukanya Talukdar*

Digitally signed by SUKANYA  
TALUKDAR  
Date: 2018.12.20 16:29:13 +05:30  
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 20/12/2018 16:28:56  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)