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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the agreement is registered in
 Registration. The signature sheets and the
 endorsement stamp attached with the
 document are true and correct.

District Sub-Registrar-II
 Alipore, South 24-Parganas

21 FEB 2025

B. SAHA & CO.
 Proprietor.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 20th day of February, Two Thousand and Twenty five (2025) A.D. **BETWEEN MR. SOMEJIT SAHA** (PAN-GUYPS2835H, AADHAAR No.3773 8444 6108, D/B- 27.02.1998) son of Mr. Jitesh Saha, by faith Hindu, by occupation Legal Practitioner, by Nationality Indian, residing at 22/1, Bonomali Naskar Road, P.O.& P.S. Parnasree, Kolkata- 700 060, in the District of South 24- Parganas hereinafter called and referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, legal representatives and assigns) of the **ONE PART;**

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A N D

M/S. B. SAHA AND CO. a proprietorship firm, having its office at 23, Bonomali Naskar Road, P.O. & P.S. Parnasree, Kolkata- 700 060, represented by its sole proprietor MR. JITESH KUMAR SAHA (PAN-AVPPS2259D, AADHAAR No.4624 6106 8859, D/B- D/B-30.04.1972) son of Late N.C. Saha, by faith Hindu, by occupation Business, by Nationality Indian, residing at 23, Bonomali Naskar Road, P.O. & P.S. Parnasree, Kolkata- 700 060 hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART

WHEREAS at all material points of time and for all intents and purposes one Joy Krishna Paul (since deceased) son of Tarapada Paul of 25, Paddapukur West Lane, Kidderpore, Kolkata- 700 023 was absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring an area 1.08 Acres be the same a little more or less lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under C.S. Khatian No. 238, in Dag No. 511, within the then limit of the South Suburban Municipality, under Police Station Behala now Parnasree, in the District of 24- Parganas now South 24- Parganas along with other properties being recorded owner by paying the rates and taxes regularly to the Authority Concerned.

AND WHEREAS the said Joy Krishna Paul who during his life time and at the time of his death was a Hindu Governed by the Dayabhaga School of Hindu law died intestate sometime in the year 1936 leaving his surviving **Smt. Kumudini Paul**- wife and (1)Khagendra Nath Paul, (2) Nagendra Nath Paul, (3) Sailendra Nath Paul – three sons as his only heirs and legal representatives to inherit the said property as per the law of inheritance then prevailing amongst the Hindus Governed by the Dayabhaga School of Hindu Law or Bengal School of Hindu Law.

AND WHEREAS subsequently the said Kumudini Paul also died intestate leaving behind her three sons namely (1)Khagendra Nath Paul, (2) Nagendra Nath Paul, (3) Sailendra Nath Paul as her only legal heirs, successors and nominees who according to the Hindu rights duly acquired the said property by way of inheritance in ejmali.

AND WHEREAS it is herein mentioned that as per the provisions of Hindu women's Right to property Act the widow and unmarried daughter had life interest in the property left by predecessor-in-interest and after new enactment of the Act in the year 1956 the life interest converted into absolute interest, but the daughter married before 1953 and 1956 they got no interest in the property left by their father and mother. Hence the aforesaid only three sons namely (1)Khagendra Nath Paul, (2) Nagendra Nath Paul, (3) Sailendra Nath Paul became the absolute bonafide joint owners of the property left by their father and mother.

AND WHEREAS while seized and possessed of the aforesaid property as joint owner, the aforesaid Khagendra Nath Paul unfortunately breathed his last and died intestate and left for his heavenly abode leaving behind in this material world his five successors namely (1) Sri Arun Kumar Paul, (2) Sri Arup Kumar Paul – as two sons, (3) Kumari Rekha Rani Paul, (4) Kumari Bani Paul- as two unmarried daughters and (5) Shafali Paul alias Smt. Shafalika Paul- as widow who jointly inherited the undivided 1/5th equal share of the aforesaid property left by the said deceased, all being governed by the Dayabhaga Schools of Hindu law of Succession.

AND WHEREAS while jointly seized and possessed of the aforesaid property the said Sailendra Nath Paul died intestate leaving behind (1) Sri Arun Kumar Paul, (2) Sri Arup Kumar Paul (3) Kumari Rekha Rani Paul, (4) Kumari Bani Paul, (5) Shafali Paul alias Smt. Shafalika Paul (all are legal heirs of his deceased brother Khagendra Nath Paul), (6)Sri Biswanath Paul and (7) Sri Tapan Kumar Paul (both are the legal heirs of his deceased brother Nagendra Nath Paul) as his only legal heirs, successors and nominees who according to the Hindu rights duly acquired the said property by way of inheritance in ejmali.

AND WHEREAS while thus seized and possessed of the said property and every part thereof the said Rekha Rani Paul died intestate as **spinster** leaving behind her widow mother Shafali Paul alias Smt. Shafalika Paul and two brothers namely Arun Kumar Paul and Arup Kumar Paul and only sister Bani Paul as her only legal heirs, successors and/ or representatives who according to the Hindu rights duly acquired the said property by way of inheritance in ejmali.

AND WHEREAS while thus seized and possessed of the said property and every part thereof the said Bani Paul died intestate as **spinster** leaving behind her widow mother Shafali Paul alias Smt. Shafalika Paul and two

brothers namely Arun Kumar Paul and Arup Kumar Paul as her only legal heirs, successors and/ or representatives who according to the Hindu rights duly acquired the said property by way of inheritance in ejmali.

AND WHEREAS while seized and possessed of the aforesaid property being the joint owners, the aforesaid Sri Arun Kumar Paul, Sri Arup Kumar Paul and Shafali Paul alias Smt. Shafalika Paul jointly recorded their names with the Assessment record of the Kolkata Municipal Corporation and the said property is known and numbered as **Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Parnasree, in the District of South 24- Parganas and paying the rates and taxes regularly to the Authority Concerned.

AND WHEREAS during his life time executing no other acts, deeds, matters and/ or any will said Arun Kumar Paul died intestate on 27.03.2004 as issueless leaving behind surviving his widow SMT. SHILA PAUL as his only legal heir and by virtue of the provisions of the Hindu succession Act, the said legal heir of the Late Arun Kumar Paul was absolute owner of the property left by her predecessor-in-title and since then said Smt. Shila Paul was the sole and absolute owner of the said property.

AND WHEREAS subsequently while seized and possessed of the aforesaid property being the recorded owner said Arup Kumar Paul died intestate on 01.01.2008 as unmarried leaving behind the present Vendor Smt. Shila Paul (wife of deceased brother namely Arun Kumar Paul) as his only legal heirs, successors and nominees who inherited share of the aforesaid property left by the said deceased, being governed by the Dayabhaga Schools of Hindu law of Succession and the aforesaid Shafali Paul alias Shafalika Paul also died intestate on 09.08.2005 leaving behind the aforesaid heirs who inherited share of the aforesaid property left by the said deceased, being governed by the Dayabhaga Schools of Hindu law of Succession.

AND WHEREAS herein mentioned that the aforesaid property had been finally published in the L.R. Record of Right in L.R. Dag No. 511 under L.R. Khatian No. 449 in the name of Arun Kumar Paul, L.R. Khatian No. 470 in the name of Arup Kumar Paul, L.R. Khatian No. 1958 in the name of Tapan Kumar Paul, L.R. Khatian No. 3326 in the name of Bani Paul, L.R. Khatian No. 3495 in the name of Biswanath Paul, L.R. Khatian No. 4504 in the name of Rekha Rani Paul, L.R. Khatian No. 5134 in the name of Shafali Paul alias Shafalika Paul

and L.R. Khatian No. 5182 in the name of Sailendra Nath Paul respectively and paying the rates and taxes regularly to the Authority Concerned.

AND WHEREAS thus the aforesaid Shila Paul lawfully and absolutely seized and possessed of **ALL THAT** piece and parcel of land measuring an area 20 (Twenty) Cottahs be the same a little more or less along with several Tile Shed Structure Standing thereon fully occupied by unauthorized occupiers and Tenants lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian Nos. 449, 470, 5134, 4504 3326 5182, in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) at **Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas free from all encumbrances morefully and particularly described in the **Schedule** hereunder written and free from all encumbrances, charges, lien, lispdands, vesting, requisition, acquisition, attachment or any other defect in title of whatsoever nature.

AND WHEREAS by virtue of a registered conveyance being executed on 29.03.2023 and registered on 12.04.2023 made between the said Smt. Shila Paul therein mentioned as the Vendor of the one part and Mr. Jitesh Kumar Saha therein mentioned as the Purchaser of the other part and for the valuable consideration mentioned therein the said Vendors sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser **ALL THAT** piece and parcel of undivided 1/4th share and interest of the land measuring an area **05 (five) Cottahs** out of the total area of the land measuring 20 (twenty) Cottahs be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon measuring an area 500 sq.ft. lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian Nos. 449, 470, 5134, 4504 3326 5182, in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) at **Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said conveyance was registered in the office of the D.S.R.- III at Alipore and recorded in Book No.1, Volume No. 1603-2023, pages from 144105 to 144128, Being No. 160304742 for the year 2023.

AND WHEREAS by virtue of a registered conveyance being executed on 30.03.2023 and registered on 13.04.2023 made between the said Smt. Shila Paul therein mentioned as the Vendor of the one part and Mr. Jitesh Kumar Saha therein mentioned as the Purchaser of the other part and for the valuable consideration mentioned therein the said Vendors sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser **ALL THAT** piece and parcel of undivided $1/4^{\text{th}}$ share and interest of the land measuring an area 05 (five) Cottahs out of the total area of the land measuring 20 (twenty) Cottahs be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon measuring an area 500 sq.ft. lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182, in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) at **Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said conveyance was registered in the office of the D.S.R.-III at Alipore and recorded in Book No.1, Volume No. 1603-2023, pages from 148325 to 148347, Being No. 160304871 for the year 2023.

AND WHEREAS by virtue of a registered conveyance being executed on 28.03.2023 and registered on 13.04.2023 made between the said Smt. Shila Paul therein mentioned as the Vendor of the one part and Mr. Jitesh Kumar Saha therein mentioned as the Purchaser of the other part and for the valuable consideration mentioned therein the said Vendors sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser **ALL THAT** piece and parcel of undivided $1/4^{\text{th}}$ share and interest of the land measuring an area 05 (five) Cottahs out of the total area of the land measuring 20 (twenty) Cottahs be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon measuring an area 500 sq.ft. lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182, in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) at **Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said conveyance was registered in the office of the D.S.R.-

III at Alipore and recorded in Book No.1, Volume No. 1603-2023, pages from 148210 to 148232, Being No. 160304872 for the year 2023.

AND WHEREAS by virtue of a registered conveyance being executed on 27.03.2023 and registered on 13.04.2023 made between the said Smt. Shila Paul therein mentioned as the Vendor of the one part and Mr. Jitesh Kumar Saha therein mentioned as the Purchaser of the other part and for the valuable consideration mentioned therein the said Vendors sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser **ALL THAT** piece and parcel of undivided $1/4^{\text{th}}$ share and interest of the land measuring an area **05 (five) Cottahs** out of the total area of the land measuring 20 (twenty) Cottahs be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon measuring an area 500 sq.ft. lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182, in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) at **Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said conveyance was registered in the office of the D.S.R.-II at Alipore and recorded in Book No.1, Volume No. 1603-2023, pages from 148233 to 148255, Being No. 160304873 for the year 2023.

AND WHEREAS by virtue of a registered Deed of Gift being dated 16.07.2024 registered in the office of the D.S.R.-II at Alipore and recorded in Book No. 1, Volume No. 1602-2024, pages from 336339 to 336364, Being No. 160210093 for the year 2024 wherein the said Mr. Jitesh Kumar Saha gifted unto and in favour of his son Mr. Somejit Saha in respect of **ALL THAT** piece and parcel of the land measuring an area **07 (Seven) Cottahs 07 (Seven) Chittaks 15 (fifteen) sq.ft.** be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian No. 11122 (formerly L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182), in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) at **portion of Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas.

AND WHEREAS while seized and possessed of the aforesaid property the present Vendor recorded his name with the Assessment registered of Kolkata Municipal Corporation being premises No. 96/2, Sagar Manna Road, Kolkata- 700 060, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, in the District of South 24- Parganas.

AND WHEREAS thus the present Owner lawfully and seized and possessed of **ALL THAT** piece and parcel of the land measuring an area **07 (Seven) Cottahs 07 (Seven) Chittaks 15 (fifteen) sq.ft.** be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian No. 11122 (formerly L.R. Khatian Nos. 449, 470, 5134, 4504 3326 5182), in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) at **Municipal premises No. 96/2, Sagar Manna Road, Kolkata-700 060**, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas free from all encumbrances.

AND WHEREAS the owner herein for better living and enjoyment decided to construct a **G + IV storied** building containing several independent flats/ car parking spaces on the said premises after demolition of the existing structure and to construct building as per sanctioned building plan sanctioned by the Kolkata Municipal Corporation being sanction plan No. **Plan No. 2024140269 Dtd. 07.01.2025** in or upon the said at **Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas the particular of such property morefully described in the **FIRST SCHEDULE** hereunder written at its own costs and expenses or out of the funds to be procured from the intending buyers or others on certain terms and conditions. But due to financial stringency and/ or paucity of funds the Owner is unable to start the construction of the said building and had been in search of Promoter and/ or Developer, who can undertake the responsibility of construction of such building of the said premises of its own arrangement and expenses.

AND WHEREAS having come to know the intention of the Owner, the Developer contacted the Owner and requested them to allow and develop the said premises as desired by the Owner by constructing the proposed building in

accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation at its own arrangement, cost and expenses.

AND WHEREAS on negotiation between the parties, the Owner agreed and to allow the Developer to develop the said premises on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO the following terms and conditions:-

ARTICLE-I DEFINATIONS

- 1.1. **OWNER** : shall mean **MR. SOMEJIT SAHA** and his heir, executors, administrators, legal representatives and assignors.
- 1.2. **DEVELOPER** : shall mean **M/S. B. SAHA AND CO.** a proprietorship firm, having its office at 23, Bonomali Naskar Road, P.O. & P.S. Parnasree, Kolkata- 700 060, represented by its sole proprietor **MR. JITESH KUMAR SAHA** (PAN-AVPPS2259D, AADHAAR No.4624 6106 8859, D/B- D/B-30.04.1972) son of Late N.C. Saha, by faith Hindu, by occupation Business, by Nationality Indian, residing at 23, Bonomali Naskar Road, P.O. & P.S. Parnasree, Kolkata- 700 060 and include its successor-in-office, heirs, executors, legal representatives and assignors.
- 1.3. **TITLE DEEDS:-** shall mean all the original and/or certified copy of documents of title relating to the said premises . That the Owner shall hand over all photo stat copies of the said documents to the Developer. That the land Owner shall produce the original when it requires to produce to the appropriate authority.
- 1.4. **PREMISES** : shall mean **ALL THAT** piece and parcel of the land measuring an area **07 (Seven) Cottahs 07 (Seven) Chittaks 15 (fifteen) sq.ft.** be the same a little more or less along with Tile Shed Structure measuring an area **500 sq.ft.** Standing thereon lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian No. 11122 (formerly L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182), in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) at **Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas together with all right of easements, common facilities and

amenities annexed thereto which has been specifically mentioned in **SCHEDULE 'A'** hereunder.

- 1.5. **BUILDINGS** :- shall mean **G + IV storied building** to be constructed on the said premises as per sanction plan to be sanctioned by the Kolkata Municipal Corporation.
- 1.6. **OWNER' ALLOCATION**:- shall mean and has been mentioned in the **SCHEDULE -'B'** hereunder.
- 1.7. **DEVELOPER'S ALLOCATION**: - shall mean and has been mentioned in the **SCHEDULE -'C'** hereunder.
- 1.8. **COMMON FACILITIES & AMENITIES**:- shall include corridors, hall ways, stair ways, passage way, drive ways, common lavatories, pump space, underground water reservoir, overhead water tank, Common septic tank, roof, water pump and motor and other facilities which maybe mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/ or management of the building and land there under or mutually agreed upon by the owner units/ floors/ flats/ spaces which has been specifically been mentioned in the **SCHEDULE -'D'** hereunder.
- 1.9. **SALEABLE SPACE**: - shall mean units/ flats/ floors / car parking space/s in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.10. **COMMON EXPENSES**: shall mean and include the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the owner and its nominees including the intending Purchaser/s and the common use and enjoyment thereof, which is mentioned in the **SCHEDULE -'E'** hereunder.
- 1.11. **THE ARCHITECT**: - shall mean a company or person who has been appointed by the Developer and shall design and plan the building on the said premises and obtain the required sanction for construction of such building from the appropriate authorities.
- 1.12. **BUILDING PLAN**: - shall mean such plan to be prepared by the Architect for the construction of the **G + IV storied building** and to be

- sanctioned by the Kolkata Municipal Corporation and/ or any other competent authorities as the case may be.
- 1.13. **BUILT UP AREA:** - shall mean and include the covered area of the flat, external and internal walls, stairs and stairs landing and columns, as specified in the plan Sanctioned by the Kolkata Municipal Corporation.
- 1.14. **TRANSFEROR:** - shall mean the Owner and the Developer who intends to sell the flats and the car parking space allotted to them respectively to the intending buyer/ buyers together with undivided proportionate share of the land and right to use the common space in multistoried building.
- 1.15. **TRANSFeree:** - shall mean the person, firm, limited company or an association or persons to whom units/ floors/ flats/ spaces/ car parking spaces in the building has been transferred.
- 1.16. **TRANSFER:-** shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of multistoried building to Purchaser/s thereof as per law.
- 1.17. **ROOF/ TERRACE:-** shall mean the ultimate roof of the said building under section 3(d)(2) of the West Bengal Apartment Ownership Act, 1972 and it should be treated as one of the common areas and facilities.
- 1.18. **SINGULAR:** - Shall mean singular person and plural and vice versa, masculine shall include feminine and vice versa.

ARTICLE-II COMMENCEMENT

- 2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III : OWNER' RIGHT & REPRESENTATION

- 3.1. The Owner hereto is absolutely seized and possessed of and/ or well and sufficiently entitled to **ALL THAT** piece and parcel of the land measuring an area **07 (Seven) Cottahs 07 (Seven) Chittaks 15 (fifteen) sq.ft.** be the same a little more or less along with Tile Shed Structure measuring an area **500 sq.ft.** Standing thereon lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian No. 11122 (formerly L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182), in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) at Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700

060, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas together with all right of easements, common facilities and amenities annexed thereto which has been specifically mentioned in **SCHEDULE 'A'** hereunder.

- 3.2. Save and except the Owner nobody else have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.
- 3.3. The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- 3.4. The Owner have no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.
- 3.5. The Owner have not sold, entered into any agreement for sale and/ or development or any other agreement whatsoever or howsoever in respect of the said premises prior to this agreement.
- 3.6. The said premises are not subject to any notice or acquisition or requisition.

ARTICLE-IV: DEVELOPER'S RIGHTS

- 4.1. The Owner hereby grant exclusive right to the Developer to develop the said premises by way of constructing building thereon in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/ or modification thereto made or caused to be made by the parties thereto.
- 4.2. The Developer shall pay and bear all expenses towards sanction plan, building material, lawyer, fees and all construction charges of the new building and to complete it in all respects at their own costs or at the cost of the intending Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said premises.
- 4.3. It is made clear that save and except the share of the Owner in the proposed building as mentioned in **SCHEDULE-'B'** hereunder all other units/ floors/ flats/ car parking spaces/ will be the property of the Developer herein and if the Developer so desires, it could be disposed of by itself to the prospective buyers at any consideration or price at the sole discretion of the Developer.

- 4.4. The Developer shall have right to publish advertisement or hoarding at any place or the site to draw the attention of the prospective buyers of the units/ floors/ flats/ car parking spaces of the proposed building at his own cost and arrangement.
- 4.5. The Developer shall have right to demolish the existing building and sell all the debris in his discretion and receive the entire sale proceeds. The Owner shall have no authority to claim any amount from the Developer for the sale proceeds of the debris.

ARTICLE-V: CONSIDERATION

- 5.1. In consideration of the agreement, the Owner have agreed to grant exclusive right of development of the said premises to the Developers and the Developers agree and/ or undertake to provide the Owner under the following manner:-
 (a) **ENTIRE FIRST FLOOR**, (b) **Two car parking space on the GROUND FLOOR** together with undivided proportionate share and interest of the land and common amenities of the newly constructed building (c) along with non refundable sum of **Rs.50,00,000/- (Rupees fifty lacs)** only which will be payable by the Developer to the owner at the time of handing over the possession of the owner's allocated portion.
- 5.2 The Developer undertakes to hand over the photo copies of all the proposed building plans including car parking spaces to the Owner for her consent and approval before the same are submitted to K.M.C. for sanction.
- 5.2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer, save and except to commercially explore the same in terms hereof by construction the building on the said premises and to deal with the Developer's Allocation in the building in the manner herein stated, without creating any liability financial or otherwise whatsoever upon the Owner.

ARTICLE-VI : POSSESSION

- 6.1.1 The Owner shall make over the physical possession of the said premises after sanction of the building plan from the appropriate authority.

ARTICLE-VII: PROCEDURE

- 7.1. The Owner shall also grant proper authority to the Developer and/ or his nominee or nominees by giving a registered General Power of Attorney as may be required by the Developer or the purpose of selling out the flats of its share together with undivided share of the land to the intending Purchaser/s through deed of conveyance/s and Agreement for sale/s sign in respect of Developer's allocation only and execute all necessary papers, deeds, documents, plans etc. for the purpose of development of the said premises and represent the Owner for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owner. It is pertinent to mentioned here the said Registered General Power of Attorney automatically cease after disposal of the Developer's allocation.
- 7.2. The Owner shall also grant proper authority to the Developer and/ or his nominee or nominees by giving a Register General Power of Attorney as may be required by the Developer for the construction of the proposed building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation and for development of the said premises and represent the Owner for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owner.
- 7.3. The Developer shall keep original and certified copy of the sanctioned Architectural plan and structural plan in their custody but the Developer shall handover the photo copy of the same to the Owner.
- 7.4. The Developer shall execute and register the Agreement for sale and Deed of Conveyance in respect of the allocated portion of the Developer in favour of their intending Purchaser/ nominee selected by the Developer, on the basis of the registered Power of Attorney.

ARTICLE-VIII : DEALINGS OF SPACES IN THE BUILDING

- 8.1. The Developer shall on completion of the building/s hand over the Owner' allocation as mentioned herein above.
- 8.2. The Owner will be entitled to transfer or otherwise deal with their allocated flat in the building but the Owner shall have no right, title interest and/ or authority to deal with any other portion of the proposed building.

- 8.3. That saves and except the Owner' allocation as mentioned in the **SCHEDULE-B** the balance total constructed area, land and common areas and facilities will be the exclusive DEVELOPER'S ALLOCATION with the exclusive right to dispose off the same in any manners.
- 8.4. The Developer being the party of the Second Part shall be at liberty with exclusive right and authority to negotiate for sale of units/ floors/ flats/ car parking spaces together with proportionate share of land excluding the allocations provided for the Owner under Owner' allocation, as mentioned herein before the said proposed building on the said premises with any prospective buyer/s on or before or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owner herein will have no right and share and will not be entitled to any portion thereof.
- 8.5. The Developer shall be entitled to enter into agreement for sale or transfer in respect of Developer's allocation on the basis of the Registered General Power of Attorney and entitled to sign all necessary documents on behalf of the Owner. However that such dealing shall not in any manner fastens or creates any financial and legal liability upon the Owner.
- 8.6. The Developer shall execute the Agreement for sale/s, deed of Conveyance /s in favour of the intending Purchaser/s of the Developer's allocation of the building/s on behalf of the Owner, save and except the Owner' allocation, on the strength of the Registered General Power of Attorney. The costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

ARTICLE-IX: BUILDING

- 9.1. The Developer shall at its own costs construct erect and complete the building at the said premises in accordance with the sanction plans with such materials and with such specification as are mentioned in the **SCHEDULE-F** hereunder written and as may be recommended by the Architect from time to time.

- 9.2. The Developer shall install erect in the said buildings at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, electric wiring fittings and other facilities as are required to be provided in a building having self contained units/ floors/ flats/ car parking space/ spaces and constructed for sale of units/ floors/ flats/ car parking spaces herein on Ownership basis and as mutually agreed.
- 9.3. The Developer shall at his own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed buildings in its various units/floors/ flats/ spaces therein in accordance with the sanction building plans.
- 9.4. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility in this context to the Architect.

ARTICLE-X : COMMON FACILITIES

- 10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due and as and from the date of execution of the Development Agreement subject to handing over peaceful khas possession of the premises and deeds and documents of the said premises to the Developer.
- 10.2. As soon as the building is completed within the specified time limit as per agreement, then the Developer shall give written notice to the Owner requiring the Owner to take possession of the Owner' allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates , duties dues and other public out goings and impositions whatsoever (thereinafter for the sake of brevity referred to as " the said rates) payable in respect of the Owner' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building/s if any are levied on the building as a whole.
- 10.3. The Owner shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building, as per approved plan.
- 10.4. Both the Developer and Owner herein shall enjoy their respective allocations/ portions in the said building under their respective allocations/ portions in the said building under their occupation forever

with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI : COMMON RESTRICTION

The Owner' allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building/s which shall include the followings:-

- 11.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 11.2 Neither party shall transfer or permit or transfer of their respective allocations or any portion thereof unless:-
 - a) Such party shall have observed and performed all terms and conditions on their respective part to be observed and/ or performed.
 - b) The Proposed transferee (Purchaser) shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.
- 11.3 Both parties shall abide by all law, bye- laws, rules and regulations of the Government, Statutory bodies and/ or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/ or breach of any of the said laws, bye laws, rules and regulations.
- 11.4 The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/ or the occupiers of the building indemnified for and against the from the against the consequence of any breach.
- 11.5 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building

harmless and indemnified for and against the consequences of any breach.

- 11.6 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be cause in any manner in the free movement of users in the corridors and other places of common use in the building.
- 11.7 Neither party shall throw or accumulate any dirt, rubbish, waster or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- 11.8 Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good conditions any common facilities and/ or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

ARTICLE- XII: OWNER' OBLIGATIONS

- 12.1 The Owner do hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said buildings at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owner or their agents servants representatives causing hindrance or impediment to such construction the Owner will be liable for damages.
- 12.2 The Owner doth hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of any of the Developer's allocated portion in the building/s at the said premises in favour of the intending buyers of units/ floors/ flats/ spaces in the said building/s. The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.
- 12.3 The Owner doth hereby agreed and covenant with the Developer not to let out, grant, lease. Mortgage and/ or charge or part with possession of the said premises or any portion thereof before the construction is completed without the consent in writing of the Developer on and from the date of execution of this Deed/ Agreement

- 12.4 The Owner herein will have no right, authority and power to terminate and/ or determine this agreement within the stipulated period of construction and sale of flats & car parking space of the said building. It is recorded herein that the completion period of the proposed building by the Developer shall be only **4 (Four) years from the date of execution and registration of the Development Agreement.**
- 12.5 The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/ lands or any portion thereof at any time during the subsistence of this agreement.
- 12.6 The Owner hereto without being influenced or provoked by any body to hereby categorically avoid that as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having an financial participation and/ or involvement on the part of the Owner thereto, the Owner henceforth for all times to come shall not raise any claim and/ or press for any extra benefits and/ or amount in terms of the General Power of Attorney although otherwise mentioned thereof and the Developer shall be at liberty to receive any amount from any Purchaser/s in their own names and to appropriate the said sale proceeds of the units/ floors/ flats/ car parking spaces of the building at its sole discretion without having any attachment and/ or share of the Owner hereto.

ARTICLE-XIII : DEVELOPER'S OBLIGATIONS

- 13.1. The Developer doth hereby agrees and covenants with the Owner to complete the construction of the building and to deliver the possession of the Owner' allocation to the Owner **within 4 (Four) years from the date of execution and registration of the Development Agreement.**
- 13.2. The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner are prevented from enjoying selling assigning and/ or disposing of any of the Owner's allocations in the building at the said premises.
- 13.3. The Developer doth hereby agree and covenant with the Owner not to transfer and/ or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the Owner. The Developer is liable to hand over possession of the Owner

first and then the Developer shall hand over possession of the Developer's allocation to the intending purchasers.

- 13.4. The Developer hereby agrees covenants with the Owner not to violate or contravenes any of the provisions of rules applicable to the construction of the said building.
- 13.5. The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner' allocation or any portion thereof to any third party as agreed upon but the Developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for transfer of any part of its allocated portion in the building to be erected upon the said premises.
- 13.6. The Developer shall not assign the agreement to any other third party without the written consent of the Owner.

ARTICLE XIV: OWNER INDEMNITY

14. The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Owner provided the Developer performs and fulfills all the terms and conditions herein contained and/ or in its part to be observed and performed. The Owner hereby undertake to keep to Developer indemnified against all claims actions, suits, costs and proceedings if any arise and of this property.

ARTICLE -XVI: DEVELOPER'S INDEMNIFY

- 15.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of the any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building/s and the Developer also fully responsible if the construction falls down or for any defect therein.
- 15.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/ or in the matter of construction of the said building and/ or for any defect there in.

ARTICLE -XVI : MISCELLANEOUS

- 16.1. The Owner and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any

- circumstances this shall not be treated as partnership and/ or associations or persons in between the Owner and the Developer.
- 16.2. Immediately after possession of premises, be given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.
- 16.3. The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions suits proceedings costs charges and expenses in respect thereof and also hand over Xerox copies to the Owner/representatives in supports of such payment.
- 16.4. As and from the date of completion and possession of the building the Developer and/ or its transferees and the Owner and/ or their transferees shall each be liable to pay and bear proportionate charges on account of rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.
- 16.5. The proposed building to be constructed by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in **SCHEDULE -'F'** hereunder written. After sanction of building plans by the Kolkata Municipal Corporation and before demolition of existing structure.

ARTICLE-XVII : FORCE MAJEURE

- 17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "*Force Majeure*" and shall be suspended from the obligation during the duration fo the "*Force Majeure*".
- 17.2. "Force Majeure" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion .

ARTICLE-XVIII : JURISDICTION

- 18.1. The Courts (Civil & Criminal) of Alipore shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE 'A' ABOVE REFERRED TO
(ENTIRE PREMISES)

ALL THAT piece and parcel of the land measuring an area 07 (Seven) Cottahs 07 (Seven) Chittaks 15 (fifteen) sq.ft. be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian No. 11122 (formerly L.R. Khatian Nos. 449, 470, 5134, 4504 3326 5182), in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) at Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700 060, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas together with all right of easements, areas, facilities and amenities annexed thereto. The said premises is butted and bounded as follows:-

ON THE NORTH BY: Premises No. 96/1, Sagar Manna Road;

ON THE SOUTH BY: Rest land in premises No. 96, Sagar Manna Road;

ON THE EAST BY : 4.475 M. wide Road;

ON THE WEST BY : Other's land and building;

THE SCHEDULE 'B' ABOVE REFERRED
(Owner' allocation)

On completion of the proposed G + III storied building in all respect by the Developer at his own cost and expenses in lieu of the land of the said premises, the Developer shall provide to the Owner in the following manner:-

(a) ENTIRE FIRST FLOOR, (b) Two car parking space on the GROUND FLOOR together with undivided proportionate share and interest of the land and common amenities of the newly constructed building (c) along with non refundable sum of Rs.50,00,000/- (Rupees fifty laacs) only which will be payable by the Developer to the owner at the time of handing over the possession of the owner's allocated portion.

THE SCHEDULE 'C' ABOVE REFERRED TO
(Developer's Allocation)

Save and except Owner Allocations, the Developer is entitled to get the remaining the constructed area of the proposed building together with all easements eights, facilities and amenities annexed to the proposed building

along with undivided impartible proportionate share of the land underneath as per sanction plan to be sanctioned by the Kolkata Municipal Corporation upon the land mentioned in the SCHEDULE-A premises as hereinabove mentioned.

THE SCHEDULE 'D' ABOVE REFERRED TO
(Common Areas/ Portions)

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat and/ or exclusively for its use.
5. Space underneath the stairs of the ground floor where meters, pumps & motors will be installed and electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any flat and/ or exclusively for its use).
6. Stair case and stair case landings, lobbies on all the floors, entrance lobby, Watchman's room & Toilets.
7. Water supply system water pump & motor(automatic machine), water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/ units in common by the co- Owner.
9. Land underneath of the proposed building.
10. Septic Tank.
11. Lift, lift lobby and lift room on the Top and lift installations in the building.
12. Common bath cum privy if any in the ground floor of the proposed building.

THE SCHEDULE 'E' ABOVE REFERRED TO

(Common expenses)

On completion of the building, the Owner, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below:-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said building including the outer and external walls of the said building.
- b) The salary of all persons employed for the common purposes including security personnel, sweepers etc.
- c) All charges and deposits for supplies of common utilities to the co-Owner in common.
- d) Municipal Tax water tax and other levies in respect of the said premises and the proposed building save those separately assessed on the Purchasers.
- e) Costs of formation and operating the Association.
- f) Costs of running maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Lift, Liftman's wages and maintenance of the lift.
- h) Electricity charges for the electricity energy consumed for the operation of common services; All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-Owner in common.

THE SCHEDULE 'F' ABOVE REFERRED TO

(Work schedule/ specification)

* **Pest control Treatment has to be done.**

A. CONCRETE WORK

1. R.C.C. framed structure as per design.(cement will be used by Lafarge or Ambuja brand)

B. BRICK WORK

1. All external walls to be 200 mm. thick with 1:6 cement sand ratio property cured.

2. All internal walls 125 mm. thick with 1 :6 cement sand ratio properly cured.

C. PLASTERING AND FINISHING:

1. All external plaster to be 20 mm thick in 1 :6 cement sand ratio properly cured.
2. All internal plaster to be 12 mm thick. In 1:6 cement sand ratio properly cured.

D. DOORS :

1. All door frame to be made of Sal wood.
2. All doors should be of flush door type, with fitting.
4. Toilet door will be P.V.C Door.

E. WINDOWS:-

1. All windows are of Aluminum (sliding) with M/S. grill.

F. FLOORING:-

1. Floor Tiles to be laid on all rooms, kitchen toilets/ bath rooms and to skirting 6" hight.

G. PAINTINGS AND DECORATION :-

1. Plaster of paris finishes on all internal walls over plaster.
2. Weather coat base paint to outside of building.

H. SANITARY & PLUMBING:-

1. P.V.C. Pipes and C.P. bib cocks and stop cocks local made
2. Each toilet & Kitchen is to be provided with:-
 - a) In the main toilet & in the drawing/dinning a wash basin, with C.P. waster fittings P.V.C, commode, head shower will be provided and in W.C one, commode, one commode shower and one tap.
 - b) One Geyser point in the toilet & one Aquaguard point will be provided in the kitchen.
 - c) Colour tiles 6' height in toilet.
3. E.T.W.C. white porcelain including approved seat cover and P.V.E. low down cistern (Reliance) with all fitting fixtures complete.
4. The water Reservoir on the roof should be of concrete made which would be protect with a boundary wall around it.

I. KITCHEN:-

1. P.V.C. consil with supreme brand and C.P. Connector, C.P. stop and Bib cock, sink cock etc.

2. Kitchen counter will be provided with black stone and finished with glazed tile of 3'-0" high from kitchen table along with steel sink on the adjacent wall.

J. ELECTRICITY:-

1. All electric concealed wire and cable will be of copper.
2. Electric points in each room will be provided two light point, one fan point, two 5 amp plug, one cable point, one night lamp on lower side of the wall and two A.C. point and in drawing/dinning two light point, fan machine point, 5 amp plug point, one telephone point, washing machine point, Refrigerator point will be provided.
2. Good quality switches with fittings.
4. For common use of building a common meter will be installed by the Developer.
5. Electric meter cost of Owner' flats will be borne by the Owner.

K. LIFT

Standard quality 4 passenger lift.

IN WITNESS WHEREOF the parties have put their respective signature on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
Within named parties sat Kolkata
in the presence of:-

1. *Sandip Kumar Das*
Alipore Police Court
KOL-27
2. *Bidhan Das*
Alipore Police Court
KOL-27

Drafted by me,

pm
Advocate
Alipore Police Court, Kolkata-27.

wsanjan

Sanjit Das
(OWNER)

B. SAHA & CO.
(DEVELOPER)
B. Saha

B. SAHA & CO.
Proprietor.
B. Saha



	Thumb	1st finger	mid fingure	ring finger	small finger
left hand					
right hand					

Name:.....SOMESIT SAHA.....

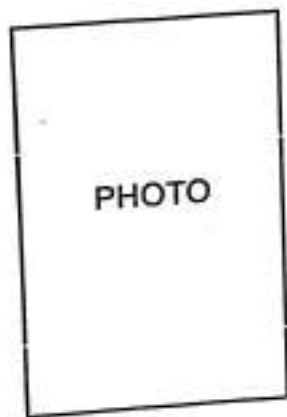
Signature:.....*Somesit Saha*.....



	Thumb	1st finger	mid fingure	ring finger	small finger
left hand					
right hand					

Name:.....JITESH KUMAR SAHA.....

Signature:.....*Jitesh Saha*.....



	Thumb	1st finger	mid fingure	ring finger	small finger
left hand					
right hand					

Name:.....

Signature:.....



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



192024250404721788

GRN Details

GRN:	192024250404721788	Payment Mode:	SBI Epay
GRN Date:	16/02/2025 19:28:24	Bank/Gateway:	SBICPay Payment Gateway
BRN :	6888454723815	BRN Date:	16/02/2025 19:28:46
Gateway Ref ID:	504784712059	Method:	State Bank of India UPI
GRIPS Payment ID:	160220252040472177	Payment Init. Date:	16/02/2025 19:28:24
Payment Status:	Successful	Payment Ref. No:	2000450435/2/2025

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Somejit Saha
 Address: 23 bn road kol 60
 Mobile: 8620811150
 Period From (dd/mm/yyyy): 16/02/2025
 Period To (dd/mm/yyyy): 16/02/2025
 Payment Ref ID: 2000450435/2/2025
 Dept Ref ID/DRN: 2000450435/2/2025

Payment Details

Sj. No	Payment Ref No	Head of AC Description	Head of AC	Amount (₹)
1	2000450435/2/2025	Property Registration-Stamp duty	0030-02-103-003-02	20020
2	2000450435/2/2025	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	20041

IN WORDS: TWENTY THOUSAND FORTY ONE ONLY.

PAID

Major Information of the Dood

Deed No.	I-1602-02491/2025		Date of Registration	21/02/2025
Query No./Year	1602-2000450435/2025		Office where deed is registered	
Query Date	15/02/2025 9:14:53 PM		D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8334980846, Status : Advocate			
Transaction:	[0110] Sale, Development Agreement or Construction agreement		Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]
Set Forth value	Rs. 2/-		Market Value	Rs. 1,31,60,241/-
Stamp duty Paid(SD)	Rs. 20,120/- (Article:48(g))		Registration Fee Paid	Rs. 53/- (Article:E, E)
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)			



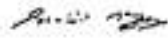
Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sagar Manna Road, , Premises No: 96/2, , Ward No: 132 Pin Code : 700060

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS -)		Bastu	7 Katha 7 Chatak 15 Sq Ft	1/-	1,30,10,241/-	Width of Approach Road: 15 Ft.,
Grand Total :				12.3063Dec	1/-	130,10,241 /-	

Structure Details :



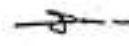
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft	1/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		500 sq ft	1/-	1,50,000 /-	

No	Name	Photo	Finger Print	Signature
1	Mr Somejit Saha Son of Mr Jitesh Saha Executed by: Self, Date of Execution: 20/02/2025 , Admitted by: Self, Date of Admission: 21/02/2025 ,Place : Office	 <small>21/02/2025</small>	 Captured <small>LTI 21/02/2025</small>	 <small>21/02/2025</small>
22/1, Bonomali Naskar Road, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.:: guxxxxxx5h, Aadhaar No: 37xxxxxxxx6108, Status :Individual, Executed by: Self, Date of Execution: 20/02/2025 , Admitted by: Self, Date of Admission: 21/02/2025 ,Place : Office				


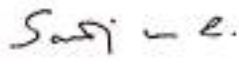
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	B Saha And Co. 23, Bonomali Naskar Road, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060 Date of Incorporation:XX-XX-1XX2 , PAN No.:: avxxxxxx9d, Aadhaar No: 46xxxxxxxx8859, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
No	Name	Photo	Finger Print	Signature
1	Mr Jitesh Kumar Saha (Presentant) Son of Late N C Saha Date of Execution - 20/02/2025 , , Admitted by: Self, Date of Admission: 21/02/2025, Place of Admission of Execution: Office	 <small>Feb 21 2025 2:53PM</small>	 Captured <small>LTI 21/02/2025</small>	 <small>21/02/2025</small>
23, Bonomali Naskar Road, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: avxxxxxx9d, Aadhaar No: 46xxxxxxxx8859 Status : Representative, Representative of : B Saha And Co. (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	21/02/2025	21/02/2025	21/02/2025
Identifier Of Mr Somejit Saha, Mr Jitesh Kumar Saha			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Somejit Saha	B Saha And Co.-12.3062 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Somejit Saha	B Saha And Co.-500.00000000 Sq Ft

Endorsement For Deed Number : I - 160202491 / 2025

On 21-02-2025

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 14:05 hrs on 21-02-2025, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Mr Jitesh Kumar Saha .

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,31,60,241/-

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

Execution is admitted on 21/02/2025 by Mr Somejit Saha, Son of Mr Jitesh Saha, Bonomali Naskar Road, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession Professionals

Indetified by Mr Saroj Kumar Ram, . , Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 21-02-2025 by Mr Jitesh Kumar Saha, Proprietor, B Saha And Co. (Sole Proprietorship), 23, Bonomali Naskar Road, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060

Indetified by Mr Saroj Kumar Ram, . , Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/02/2025 7:28PM with Govt. Ref. No: 192024250404721788 on 16-02-2025, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 6888454723815 on 16-02-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 20,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 167413, Amount: Rs.100.00/-, Date of Purchase: 16/01/2025, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/02/2025 7:28PM with Govt. Ref. No: 192024250404721788 on 16-02-2025, Amount Rs: 20,020/-, Bank: SBI EPay (SBlePay), Ref. No. 6888454723815 on 16-02-2025, Head of Account 0030-02-103-003-02

Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69,
registered in Book - I
Volume number 1602-2025, Page from 103919 to 103953
being No 160202491 for the year 2025.



Suman

Digitally signed by SUMAN BASU
Date: 2025.03.04 11:12:08 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 04/03/2025
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.

B. SAHA & CO.
B. Saha
Proprietor.