1524 23

T-01334 2023

PHIXEIRI प्रस्तायक

RS. 100

NE
HUNDRED RUPEES

Photos पश्चिम बंगाल WEST BENGAL

AP 392790

्राष्ट्रचम बंगाल WEST ।

किर्ने किर्

### **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made this 24 day of August, 2023 BETWEEN

Certified that the document is admite to registration. The Spenniure sheets and the endocument is admited with this document.

Addit Dick Sub-Registrar Allipore, South 24 Parganas

2 4 AUG 2023

1780
22/8/23

5. V.L Dendopers

of press we have not by 29

Samilan Das Stamp Vendor Alipore Police Court South 24 Pgs., Koi-27



Tolontify

SUJAN WASUAR

Sujar Waisuas Sonf MIMAI WASUAR

Sujar Waisuas Sonf MIMAI WASUAR

VILL - ATASURA

VILL - MORRALIAT

P. South 24 P. A. S.

D - South 24 P. A. S.

Pin - 74 3355

dejancy Bare

Tejomoy Basu, son of Late Manindra Nath Basu, (PAN: ACWPB0213G) (Aadhaar No.302734040882), by faith Hindu, by nationality Indian, by occupation – Retired, aged about 77 years, residing at 217, Lake Gardens, Police Station - Lake XXXXX., Kolkata – 700045, hereinafter referred to as OWNER/FIRST PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, legal representatives, executors, administrators and/or assigns) of the ONE PART:

#### AND

Mrs. SRIVIDHYA MURTHY, PAN. No.(AFTPM3951N) (Aadhaar: 379486173028), daughter of Sr. G.Ramamurthi, by faith Hindu, by occupation Business, by nationality Indian Proprietrix of M/S. SVL Developers having its office at P-255, Hemanta Mukhopadyay Sarani (formerly P-255 Purna Das Road), Kolkata – 700 029, 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 its heir, successors-in interest, legal representatives, executors, administrators and/or assigns) of the OTHER PART.

WHEREAS by an indenture of conveyance bearing date the 21st day of August 1937 made between Abdur Rahman and others, the heirs and legal representatives of one Rahim Bux Ostagar, deceased therein described as the Party of the First Part, Satish Chandra Mitra, the Commissioner of Partition appointed in the Suit No. 1221 of 1916 of the High Court of Judicature at Fort William in Bengal in its ordinary original civil

jurisdiction (in cause Mahmooda Bibi and others versus Nainoo Bibi and Others) of the Second Part and Mugneeram Bangur and Company therein described of the Third Part and registered at the District Sub-Registration office at Alipore in Book No.I, Volume No.95, Pages 1 to 50, being no. 3547 for the year 1937 the said Abdur Rahman and others and the said Satish Chandra Mitra therein mentioned indefeasibly sold, granted, transferred, and conveyed to the said Mugneeram Bangur & Company among others ALL THOSE pieces or parcels of land being C.S. plots Nos. 49, 51 and 52 of Mouza Arakpur (Tollygunge) fully described in the schedule thereto AND WHEREAS by different Mourashi Mokorari Pattas bearing different dates the said Mugneeram Bangur and Company acquired Mourashi Mokorari rights in the lands including the said C.S. Plot Nos. 49, 51 & 52 (wherein they had "Madhyasatta Khajna Bridhir Jogya" and other rights) from the respective superior landlords AND WHEREAS the said Mugneeram Bangur and Company with a view to building up residential colonies divided the lands acquired as aforesaid into several blocks and made several development schemes by opening out roads therein and constructing pucca surface drains along the said roads and divided the remaining lands into self-contained small plots numbered serially as 1,2,3, etc. for identification AND WHEREAS by an Indenture of Conveyance bearing date the 29th day of March 1950 was made between the said Mugneeram Bangur and Company and Calcutta Properties Limited, a joint stock company and registered at the Sadar Joint Sub-Registration office at Alipore in Book no. I, Volume No.31 Pages 104 to 123 being no. 1314 for the year 1950, the said Mugneeram Bangur and Company for a consideration therein mentioned indefeasibly sold granted transferred and conveyed to

g

æ

Calcutta Properties Limited ALL THOSE the lands of the Lake Colony Scheme No.1 South Block "A" including the said C.S. Plots no. 49,51, and 52 of Mouza Arakpur

AND WHEREAS by a deed dated 22<sup>nd</sup> day of June 1955 the said Calcutta Properties Limited sold all that piece and parcel of Mourashi Mokorari land hereditaments and premises measuring 2 Cottahs 15 Chittaks and 4 Square Feet a little more or less situated at and being plot no. 10 of Lake Colony Scheme no. 1, South Block "A" within the municipal limits of the Corporation of Calcutta, being re-numbered as 218, Lake Gardens, Kolkata 700045, more fully described in Schedule A, to Srimati Sudha Basu, wife of Nagendra Nath Basu and she purchased said all that piece and parcel of land containing 2 Kattahs 15 Chittaks and 4 Square Feet by virtue of registered Deed of conveyance being Deed No. 4736 dated 22<sup>nd</sup> June 1955 book No. 1 volume No. 80 pages 165 – 172, registered Deed of Conveyance being No.4736 for the year 1955.

AND WHEREAS Sudha Rani Basu, died intestate on 30.12.1987 leaving behind her husband Nagendra Nath Basu as her only legal heir, successors and authorized representative, who acquired his lawful right, title and interest into and over ALL that property being premises no.218, Lake Gardens, Kolkata 700 045, more fully described in Schedule A, by way of Hindu Law of Succession and inheritance by which law the said Sudha Rani Basu was governed during her lifetime.

**AND WHEREAS** during the lifetime Nagendra Nath Basu executed a Will on 22<sup>nd</sup> day of December 1971, whereby he bequeathed all his right, title and interest into and over the

said property lying and situated at 217 & 218 Lake Gardens, Kolkata 700 045, more fully described in **Schedule-A** hereinunder written in favour of Sri. Tejomoy Basu, his nephew.

AND WHEREAS on the death of Nagendra Nath Basu on 16.06.1988, Sri. Tejomoy Basu submitted an application for a grant of letter of Administration to the estate of said Sudha Rani Basu/Nagendra Nath Basu. The Ld. District Delegate at Alipore was pleased to grant the prayer on 14<sup>th</sup> day of December 1990, in terms of the said WILL dated 22<sup>nd</sup> day of December 1971, in Act XXXIX Case no.269 of 1988 amongst other movable properties including immovable properties being municipal premises no. 217 & 218 Lake Gardens Kolkata 700 045.

AND WHEREAS the owner, Sri. Tejomoy Basu, is the sole and absolute owner of ALL THAT piece or parcel of land measuring 2 kottahs 15 Chittaks and 4 square feet, be the same little more or less together with building lying erected on a part thereof situate lying at and being premises No. 218 Lake Gardens, Kolkata – 700 045 (hereinafter referred to as 'The Mother Premises') more fully set out and described in Schedule-A hereunder written:

Mr. Tejomoy Basu got his name mutated in the records of The Kolkata Municipal Corporation.

AND WHEREAS Mr. Tejomoy Basu became the absolute and lawful owner of the property being premises no. 217 & 218, Lake Gardens, Kolkata 700 045.

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

#### DEFINITIONS.

- 1.1. OWNER Tejomoy Basu, (PAN: ACWPB0213G) (Aadhaar No.302734040882) son of Late Manindra Nath Basu, residing at 217, Lake Gardens, Kolkata 700045.
  P.S. Lake (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, legal representatives, executors, administrators and/or assigns).
- 1.2. <u>DEVELOPER</u> shall mean Mrs. SRIVIDHYA MURTHY, PAN. No.(AFTPM3951N) (Aadhaar: 379486173028) Proprietor of M/S. SVL Developers having its office at P-255, Hemanta Mukhopadhyay Sarani (Formerly P-255 Purna Das Road), Kolkata 700 029, 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 its heir, successors-in interest, legal representatives, executors, administrators and/or assigns).
- 1.3. <u>TITLE DEED</u> shall mean all the documents of the title relating to the said premises including certified copy of the decree or the order passed by any competent Court that shall be handed over by the owner to developer at time of execution of this Agreement.

dejourneysoun

- 1.4. PREMISES: shall mean all the piece and parcel of land measuring 2 Kottahs 15 Chittaks & 04 Square Feet together with a A.C. Garage aggregating total land area measuring about 02 Cottahs 15 Chittacks 04 Sq. ft. be it the same a little more or less situated at premises no. 218, Lake Gardens, Kolkata 700 045, more fully described in Schedule-A hereinunder written.
- 1.5. BUILDING: shall mean temporary Asbestos Covered Shed.
- 1.6. OWNER ALLOCATION: shall mean 50% of the constructed area of the proposed G+3 building which has been specifically described in Schedule-B hereunder written.
- 1.7. <u>DEVELOPER'S ALLOCATION:</u> Shall mean 50% constructed area of the proposed building G+3 building which has been specifically described in **Schedule** C hereunder written.
- ways, passage way, drive ways, common lavatories, watchman's room, electrical meter rooms, electrical sub-station transformer, boundary wall, main gate, pump space, underground, water reservoir, overhead water tank, roof, lifts, lift wells, water pump and motor and other facilities which may be 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 of units/floors/flats /car parking spaces/commercial

spaces/shops/offices spaces, which has specifically been described in the **SCHEDULE D** hereunder.

- 1.9. <u>SALEABLE SPACE:</u> Shall mean units/floors/flats/carparking spaces/commercial spaces/shops/offices/spaces in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.10. <u>COMMON EXPENSES:</u> 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 their nominees including the intending purchaser(s) /s and the common use and enjoyment thereof, which has been specifically described in <u>SCHEDULE- 'E'</u> hereunder.
- 1.11. THE ARCHITECT: Shall mean a company or person who would be appointed by the Developer and shall design and plan the building upon on the said premises and obtain the required sanction for construction of such building from the appropriate authorities of the Kolkata Municipal Corporation and supervise the construction work.
- 1.12. BUILDING PLAN: Shall mean such plans to be prepared by the Architect for the construction of the building and to be sanctioned by the Kolkata Municipal Corporation and /or any other competent authorities as the case may be.

- 1.13. <u>BUILT UP AREA</u>: Shall mean and include the covered area of the flat, external and internal walls, stairs and stairs landing and columns and other spaces to be specified in the sanction plan of the Kolkata Municipal Corporation.
- 1.14. TRANSFEROR: Shall mean the Owner and the Developer who intends to sell units/floors/ flats / car parking spaces / commercial spaces /shops/ offices/ spaces allotted to them respectively, to the intending buyer/buyers together with undivided proportionate shar of the land and right to use the common space in the proposed building,
- 1.15. TRANSFEREE: Shall mean the person, firm limited company or an Association or persons to whom units/floors/flats/carparking spaces/commercial spaces/shops/offices/spaces in the building has to be 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 Owner's and Developer's allocation of Unit(s) in the building to Purchasers thereof.
- 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. NOTICE: Shall mean and include all notices to be served hereunder by either of the parties to the other and which shall be deemed to have been served on 4<sup>th</sup>

day of the date of dispatch to the Postal Authority by registered post for delivery with acknowledgement due, at the last known address of the parties hereto.

1.19. SINGULAR: Shall mean plural and vice versa, masculine shall include feminine and vice versa.

#### ARTICLER - II COMMENCEMENT

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

# ARTICLE - III: OWNER'S RIGHTS & REPRSENTATION

- 3.1. The owner hereto absolutely seized and possessed of and/or well and sufficiently entitled to the property mentioned in SCHEDULE-A hereunder written together with all right of easements, common facilities and amenities annexed thereto.
- 3.2. Save and except the Owner nobody else has 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 does not hold excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 3.5. Since execution of this agreement till completion of the building, if any person is claiming to have any right, title and interest in respect of the said premises, save and except the owner, the owner will make said titles clear and also make the said premises marketable at his own cost, expense and responsibility and if he fails to do so, then the

owner shall be liable for the same and pay the amount whatever expenses to be made by the Developer.

3.6. The Developer shall construct the proposed building after demolishing the existing structure on the basis of actual physical measurement of the said premises.

## **ARTICLE: IV: DEVELOPER'S RIGHTS**

- 4.1. The owner hereby grants exclusive right to the Developer to develop the said premises by way of constructing building including commercial 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. That the Developer shall 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 and its own costs or at the cost of the intending purchaser or purchasers including architect fees, charges and expenses required to be paid or deposited for 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 <u>SCHEDULE-B</u>, hereunder, all other units/floors/ car parking spaces/commercial spaces /shops/ offices/ 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, after delivery of possession of the owner's allocation to the owner. There shall be no requirement for obtaining any "NO OBJECTION CERTIFICATE" from the owner for

selling/transferring units/floors/ car parking spaces/commercial spaces /shops/ offices/ spaces which shall be part of DEVELOPER'S allocation.

In the event of any units/floors/ car parking spaces/commercial spaces /shops/ offices/ spaces which are falling within the OWNER'S AND DEVELOPER'S share equally, then the DEVELOPER shall make payment towards the OWNER'S share and take possession of the such units/floors/ car parking spaces/commercial spaces /shops/ offices/ spaces and sell/transfer units/floors/ car parking spaces/commercial spaces /shops/ offices/ spaces as part of DEVELOPER'S allocation.

- 4.4. The Developer shall construct the building upon the said premises strictly as per sanction plan of the Kolkata Municipal Corporation and for any violation or deviation, the Developer will solely be liable and /or responsible.
- 4.5. The Developer shall construct the building upon the said premises after demolishing the existing building. The Developer shall take all the debris of the building and sell it in its discretion and the Owner shall not claim any amount from the Developer for the same.

#### ARTICLE - V: CONSIDERATION.

5.1. In consideration of the Agreement the Owner shall agree to grant exclusive right of Development of the said premises to the Developer and in lieu of the Land of the said premises, the Owner are entitled to get 50% constructed area which includes flats and car parking spaces of the proposed building together with undivided proportionate share of land including all rights of easements, facilities and amenities annexed to proposed building particularly as mentioned in **SCHEDULE -B** hereunder written.

- 5.2. Save and except the allocation of the Owner the Developer would be entitled to get rest of 50% constructed area of the units/floors /flats /carparking spaces / commercial spaces /shops/offices /spaces in the proposed building of the same together with all common areas, easements rights, facilities and amenities annex to the propose building along with undivided impartible proportionate share of the land of the said premises, which has been particularly mentioned in the SCHEDULE-C hereunder written.
- 5.3. 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.
- 5.4. After submitting the final plan to the Kolkata Municipal Corporation, in respect of the said premises, the Owner and the Developer shall execute a Supplementary Agreement in respect of their allocation specifying the units /floor/ flats / carparking spaces/commercial spaces / shops/ offices/ spaces and other terms if any and the Supplementary Agreement will be registered in respect of the allocation of the Owner and Developer, if it will be required.

## ARTICLE-VI: POSSESSION

- 6.1. Simultaneously on execution of this Agreement, the Owner shall hand over entire khas possession of <u>ALLTHAT</u> piece and parcel of land measuring 2(Two) Cottahs, 15 Chittaks and 04 Sq. ft. be the same a little more or less, of the said land to the Developer.
- 6.2. The Developer after obtaining full/part possession of the said premises from the Owner shall issue a Certificate indicating therein that it has obtained full possession to the said premises from the Owner in terms of this agreement and for the purpose mentioned herein.

#### ARTICLE-VII: PROCEDURE

7.1. Simultaneously on registration of this Agreement, the Owner is granting proper authority to the Developer by executing and registering a General power of Attorney to the Developer for the purpose of construction of the proposed building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation and selling out 50% constructed area of the proposed building mentioned in **SCHEDULE-C** hereunder, falling within the Developer's Allocation, together with undivided share of the land to the intending purchaser/s through Deed of Conveyance/s and Agreement for sale/s. The Developer will also be empowered to sign and execute all necessary papers, deeds, documents, plans etc., for the purpose of construction of the building and selling out the Developer's allocation only 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.

- 7.2. Apart from the registered General Power of Attorney, the Owner doth hereby undertake that he shall execute as and when necessary, all papers, deeds, documents, plans etc., for the purpose of development of the said premises, if necessary.
- 7.3. The Developer shall keep an original and certified copy of the sanctioned Architectural plan and structural plan in its custody, but the Developer shall handover photocopy of the same to the Owner. On completion of the building and after the transfer of Units of the Owner's & Developer's share, the original documents of premises no.212 Lake Gardens, Kolkata 700 045 shall be handed over to the owners, association to be formed by the purchasers of the unit.
- 7.4. The Owner shall also hand over the original title deeds, mutation certificate, paid tax receipts and other documents relating to the title of the said premises to the Developer on executing this Agreement and the Developer acknowledging the same by the receipt of it and will hand over the original documents after construction of proposed building to the association of owners to be formed by the purchasers of the flats/ units.
- 7.5. The Developer shall execute and register the Agreement for sale and Deed of conveyance in respect of the allocated portion of the Developer mentioned in

**SCHEDULE-C\_**hereunder in favour of the intending purchaser / Nominee selected by the Developer based on the registered power of Attorney.

7.6. The Developer shall keep the original Development Agreement and power of Attorney in its custody and the Owner shall keep certified copy of the Development Agreement and Power of Attorney in his custody to be supplied by the Developer.

# ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING

- 8.1. The Developer shall on completion of the building handover the Owner's allocation before handing over possession of units/floors/flats / car parking spaces/ commercial spaces /shops/offices/ spaces to the intending purchaser/purchasers in the proposed building, to be selected by the Developer.
- 8.2. The Owner will be entitled to transfer or otherwise deal with his allocated portions in the building and except his allocated portions, the Owner shall have no right, title interest and /or authority to deal with any portion of the proposed building.
- 8.3. That save and except allocation mentioned in the SCHEDULES-B & C hereunder, the common areas, facilities and amenities will be jointly possessed by the Owner and the Developer and their heirs and nominees and the Owner and the Developer shall have exclusive right to dispose of their portion in any manner whatsoever.

- 8.4. The Developer being the party of the other part shall be at liberty with exclusive right and authority to negotiate for sale of units /floors/flats /car parking spaces/commercial spaces /shops/spaces together with proportionate share of land excluding the allocations provided for the Owner under Owner's allocation, as mentioned herein before, of the said proposed building on the said premises with 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 here in 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(s) or transfer in respect of Developer's allocation on the basis of the Development Agreement and entitled to sign all necessary documents on behalf of the Owner on the basis of registered General power of Attorney. However, such dealing shall not in any manner fasten or create 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 on behalf of the Owner, save and except the Owner's 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.

- 8.7. If the Owner desires to sell his portion, he would offer to sell the said portion to the Developer first at reasonable market price and if the Developer is unable to purchase the same then he shall have liberty to sell it to the Third party.
- 8.8. Until and unless the allocation of the Owner and Developer shall be divided, the Owner and the Developer shall not handover possession of their respective units/floors/flats/car parking spaces/ spaces/ shops/ commercial spaces/ offices to the intending purchaser/s and nominees/s.

#### **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 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. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are inferior to the standard as mentioned in the Corporation Building rules and specification mentioned hereunder.

- 9.3. The Developer shall install erect in the said building at the Developer's own costs transformer, standard new pump set, water storage tanks, overhead reservoirs, lifts, electric wiring fittings and other facilities in the building as are required to be provided in a building having self-contained units/floors/ flats/car parking space/spaces/shops/commercial spaces /offices and constructed for sale of units / floors / flats / car parking space / spaces /shops /commercial spaces / offices herein on Ownership basis and as mutually agreed.
- 9.4. The Developer shall be authorized in the name of the Owner in so far as in so necessity to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels, bricks and other building materials and accessories allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage, electricity and/or other facilities, if any available to the new building and other inputs and facilities required for the construction or enjoyment of the building.
- 9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building in it various units/floors/flats/car parking space/spaces/ shops /commercial spaces/ offices therein in accordance with the sanction building plan.

- 9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility or liability in this context.
- 9.7. The Developer shall start the construction of the building right after obtaining sanction of the building plan which it shall endeavor to obtain within 6 (Six) months from the date of the said agreement and the same may be extended mutually by the parties to this agreement in case of situations beyond the control of the Developer.

#### ARTCLE-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 this Development Agreement subject to handing over peaceful khas possession of the said premises to the Developer. In case of any past dues and or any arrears/additional charges and levy imposed by The Kolkata Municipal Corporation for any period prior to the date of this agreement then the same shall be borne by the Owner.
- 10.2. As soon as the building is completed, the Developer shall give written notice to the Owner requiring Owner to take possession of the Owner's 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 imposition

whatsoever (herein after 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 spaces in the building, if any, are levied on the building as a whole.

- 10.3 The Owner and Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either or them as the case may be consequent upon a default by Owner or the Developer in this behalf.
- 10.4. Any transfer or any part of the Owner's Allocation of the new building shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities in accordance with law.
- 10.5. If anyone fails to pay maintenance charges in respect of their particular area in that event he/she/they should pay interest @ 18% per annum.

10.6. 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.

10.7. Both the Developer and Owner herein shall enjoy their respective allocations / portions in the said building forever with absolute right of alienation, sale, transfer, gift etc. and such rights of parties in no way could be taken off or infringed by either of the parties under any circumstances.

#### **ARTICLE-XI: COMMON RESTRICTION**

The Owner's 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 which shall include as follows: -

11.1. Neither party shall use or permit to use of the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal, or immoral trade or activity, not to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

- 11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the others in this behalf.
- 11.3. Neither party shall transfer or permit to transfer 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 shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and or 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.
  - 11.4. Both parties shall abide by all law, byelaws, 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.
  - 11.5. 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 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 from and against the consequence of any breach.

- 11.6. 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 from and against the consequences of any such act.
- 11.7. 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 caused in any manner in the free movement or users in the corridors and other places of common use in the building.
- 11.8. 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.
- 11.9. Either of parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any portion of 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 condition 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 doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owner or its agents, servants or representatives causing hindrance or impediment to such construction the Owner will be liable for damages.
- 12.2. The Owner doth hereby covenant with 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 at the said premises in favour of the intending buyers of units/floors/flats/car parking spaces/commercial spaces /shops /offices/spaces in the said building. The Owner further gives undertaking for and on behalf of his agents, servants, representatives for similar act at their own liability and responsibility.
- 12.3. The Owner doth hereby agree 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 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 the said building, provided there is no violation of the terms and conditions of this agreement. It is recorded herein that the completion period of the proposed building in phase wise by the Developer shall be of approximately 24 (Twenty four) months from the date of obtaining sanction plan from the Kolkata Municipal Corporation. The grace period shall be only for 6 (Six) months or as mutually agreed between the parties to this agreement.
- 12.5. The Owner or the Developer herein undertakes 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 anybody doth 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 any financial participation and /or involvement on the part of the Owner hereto, 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 purchase(s) in its own name and to appropriate the said sale proceeds of the units/floors/flats/car parking

space/spaces/shops/ commercial spaces /offices of the said building at its sole discretion without having any attachment and /or thereon of the Owner hereto.

- 12.7. The Owner doth hereby agree with Developer that if any disputes and / or litigation arise in respect of the said premises during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation is sorted out.
- 12.8. The Owner does hereby agree to get, execute, and register the boundary declaration in respect of the said premises.
- 12.9. The Owner shall pay all the outstanding taxes in respect of the said premises to the Kolkata Municipal Corporation, at his own cost and if it is not possible the owner shall provide Authorization to the developer to execute on his behalf at the cost of the owner.
- 12.10. The Owner shall sign and execute all papers and documents relating to land ceiling clearance, amalgamation of the said premises, fire brigade, K.M.D.A, K.I.T etc., in favour of the Developer.

13. In any event, within one year of the execution of the development Agreement, and if the developer gets a better opportunity in respect of financial support, loan in respect of the said property then upon mutual consent the developer will have the liberty to purchase the entire property by executing a Deed of Conveyance upon

prior consent, knowledge of the owner and the owner if satisfied and agreed with the condition of sale, will give an expressed consent and permission to proceed such Deed of Conveyance subject to cancellation of this Development Agreement.

#### ARTICLE-XII: DEVELOPER'S OBLIGATIONS

- 14.1. The Developer doth hereby agrees and covenants with the Owner to complete the construction of the building within 24(Twenty-four) months from the date of sanction of the commencement of work. The grace period for completion of the proposed building is only 6(six) months provided the plan will be sanctioned within 3 months from the date of this agreement.
- 14.2. The Developer hereby agrees and covenants with the Owner not to execute any deed or things whereby the Owner are prevented from enjoying, selling, assigning and/or disposing of any of the Owner' allocation in the building/s at the said premises.
- 14.3. 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.

- 14.4. The Developer hereby agrees covenants with the Owner not to violate or contravene any of the provisions or rules applicable to the construction of the said building.
- 14.5. The Developer hereby agrees and covenants with Owner not to part with possession of the Owner's 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 constructed building to be erected upon the said premises.
- 14.6. The Developer hereby agrees and covenants with the Owner that the Developer shall procure the completion certificate from K.M.C.
- 14.7. The Developer may take any loan from the bank or financial institution creating charges over the said premises as equitable mortgage or in any manner whatsoever on the Developer's allocation as equitable mortgage only in respect of units/floors/ flats/ car parking space/spaces/ shops /commercial spaces/ offices of the intending purchaser who wants to purchase and/or buy the same from the Developer provided the original deed will be kept with the owner.
- 14.8. The Developer shall not assign the agreement to any other third party without the consent of the Owner.

- 14.9. The Developer at its own cost and expenses shall do the following:
  - To obtain sanction of the building plan from the Kolkata Municipal Corporation.
  - To obtain No Objection from KMDA, KIT, Fire Brigade, Kolkata Police or other authorities, if required.

#### **ARTICLE-XIV: OWNER'INDEMNITY**

14.1 The Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference for 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.

### **ARTICLE-XV: DEVELOPER'S INDEMNITY**

15.1. The Developer hereby undertakes to keep the Owner indemnified against all third-party claims and actions arising out of any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building and the Developer also fully responsible if the construction fails down due to inferiority of the materials and other patent defects thereto.

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 action 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 therein.

#### **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 Association of 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 me 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.
- 16.4. The Developer and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof, the Owner

and the Developer hereby agree to abide by all the rules and regulations to be framed by any society/association/ holding/ organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations, it is made clear that the Owner of the respective units shall maintain the said building, after handover possession to the prospective buyers by the Developer.

16.5 As and from the date of completion of the building the Developer and/or its transferees and the Owner and/or his transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces. The proposed building to be constructed by the Developer and shall be made in accordance with the specifications more fully and particularly mentioned and described in the SCHEDULE-F hereunder written.

## **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 of the "Force Majeure".

17.2 "Force Majeure" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, political disturbances and /or any other act or commission beyond the control of the parties hereto.

## ARTICLE - XVIII: ARBITRATION, DISPUTES AND PRE-REFERRAL EFFORTS:

The parties hereto shall attempt to settle any dispute or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach, or enforceability of this Agreement (collectively disputes) by way of negotiation. To this end, each of the parties hereto shall use its reasonable endeavors to consult or negotiate with other party in good faith and in recognizing the parties mutual interest and attempt to reach a just and equitable settlement satisfactory to both the parties. If the parties are unable to settle the dispute by negotiation within fifteen days from the date of which the negotiation are initiated, the dispute shall be referred to and finally resolved by an Arbitration by appointing an Arbitrator under the prevailing provisions of Arbitration and Conciliation Act 1996. The directions and interim/final Award of the Arbitrator shall be binding on both the parties.

#### ARTICLE-XIX: JURISDICTION

19.1. The Courts (Civil & Criminal) of city of Kolkata and South 24 Parganas 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

(Description of the said premises)

ALL THAT piece and parcel of land measuring 02(Two) Cottahs 15 Chittaks and 04 Square Feet be same or a little more or less together with A.C. Shed measuring 500 sq. ft., being the same little more or less erected on a part thereof situate lying at and being premises No. 218 Lake Gardens, Kolkata - 700045, P.S. within Ward No. 93 of the Kolkata Municipal Corporation in ward No. 093. District and additional District Sub Registration Office at Alipore, District South 24 Parganas, together with all rights of easements, common facilities, amenities which is butted and bounded in the manner following that is to say: -

On the North: 162/B/203, Lake Gardens.

On the South: 20 ft KMC Road.

On the East: Pre. 218, Lake Gardens.

On the West: KMC Passage

## THE SCHEDULE "B" ABOVE REFERRED TO

(Owner's Allocation)

On completion of the proposed building in all respect by the Developer at its own cost and expenses, in lieu of the land of the said premises, the Developer shall allocate and. handover to the Owner 50% constructed area of the proposed G+3 storied building (as mutually agreed upon between the parties to this agreement) along with car parking

space on the ground floor together with all easement rights, 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 premises in the SCHEDULE A as hereinabove mentioned.

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

Save and except Owner' Allocations mentioned in SCHEDULE-B herein above, the Developer is entitled to get the remaining 50% constructed area of the proposed G+3 storied building together with all easement rights, 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)

- Entrance and exits of the building and the proposed building.
- Boundary walls and main gate of the proposed building.
- Ultimate 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. Electrical Sub-station, Transformer, Meters Room, where meters will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any fiat and / or exclusively for its use).
- 6. Staircase and staircase landings, lobbies on all the floors, entrance lobby.
- 7. Water supply system water pump & motor, 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 the proposed building.
- Lift well with lift, machine room with all concerned accessories.
- 11. Common passage and path within the boundary walls.
- 12. Such other common areas if any, within the building and the building, will be treated as common for all the flat Owner.
- 13. Septic Tank.
- 14. Common bath cum privy in the building.
- 15. Office room within the building, if any.
- Driveway and Pathway within the boundary of the 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) Electric charges for the electricity energy consumed for the operation of common services.
- h) 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

SI No	Item	Description
1	R.C.C. FRAME WORK STRUCTURE	Concrete Mix of M20 Grade
2	BRICK WORK	All exterior brickwork and walls around the lift well shall be 8" thick and all internal walls shall be 3"/5" thick erected in Cement Mortar Ratio of (1: 5) except the staircase interior walls and separating walls between tenements will be 5" thick. Bricks shall be of 1st class (picket) grade
3	FLOOR: SKIRTING &	<ul> <li>(a) Marble/Vitrified Tiles flooring to be laid on all rooms and skirting 4" high.</li> <li>(b) Kitchen to have marble flooring and ceramic tiles on walls finished up to 7' from cooking top all round the topping</li> <li>(c) Toilets to have marble flooring with dado of ceramic tiles up to height of 7' from the floor level.</li> <li>(d) Roof with ceramic roof tiles or equivalent finish.</li> </ul>
1	PLASTER	All external plaster shall be 3/4" thick average and

5	D0000	cement mortar ratio being 1:5.
5	00000	
1	DOORS	(a) Main entrance shall have flush door adequately
		designed with laminate finish on both sides and
		hung on 3 nos. of steel hinges on Sal wood frame
		(polished) and fitted with a peep hole, one 8" long
		tower bolt from inside , one handle from outside
		with godrej lock all complete.
		(b) All other entrances shall have flush door with
		laminate finish on both surface and hung on 3 nos.
		steel hinges on Sal wood frame(polished) and fitted
		with one cylindrical lock.
6.	WINDOWS	All windows to be of Aluminum frame (anodized
		and powder coated, colour shall be the discretion
		of the Developer) fitted with 4 mm glass panels
		with mild steel grills of 10 mm thick square bars.
		The toilet glass shall be translucent.
7	PAINTS	The building shall be painted externally with
		cement-based paints and internally with cement
		based Primer over P.O.P/Putty
8 8	STAIRCASE ROOM	(a) Space for electric meter & Pumps shall be
		provided.

		(b) Stair room shall be provided with light and
		ventilation.
		(c) M.S. Grill stair railing (12mm square bar) to be
		provided with steel handrail.
		(d) Flooring of Staircase: white and green Marble
		flooring to be laid and to skirting 6" high.
9	SANITARY &	All plumbing lines shall be concealed
	PLUMBING	
10	TOILETS	(a) One shower.
		(b) One No. of Tap with Hot & Cold Mixture. (Both
		toilet).
		(c) One Commode with hand shower.
		(d) One countertop washbasin of white colour with
		taps hot and cold water (Both toilet)
		(e) Geyser Point. (Both toilet)
		(f) One tap near water closet.
		(g) The toilet walls will be covered with vitrified tiles
		up to 7 ft. height.
11	KITCHEN	(a) One steel sink with tap.
		(b) 2 ft. wide granite stone working top as in layout.
		(c) 1 tap below sink
		(d) The kitchen walls will be covered with vitrified
		tiles up to 6 ft. height.

12	WATER SUPPLY	(a) Water Reservoir will be provided at the Roof
		top.
		(b) Suitable submersible electric pump will be
		installed at the Ground floor (and a spare provided)
		to deliver water to overhead water reservoir from
		ground floor water reservoir and separate water
		supply lines for individual fiats are to be provided
		from the overhead water reservoir.
13	ELECTRICAL	(a) One suitable electrical connection and meter
		from CESC Ltd. For the entire building. Separate
		meter for individual flat.
		(b) One wall fan point, Two light points, one foot
		lamp and one 5/1 amp plug point in bedrooms.
		(c) Three light points, two fan points, Two 5/15 amp
		plug points, one foot lamp in the living and dining
		room.
		(d) One light point and one exhaust fan point and
		one 5 amps (water purifier),two 5/ 15amp points in
		kitchen.
		(e) One light point, one exhaust fan point, one fan
		paoint and one 5 amps in each toilet.
		(f) Concealed T.V. & Telephone lines will be
		provided at the convenience of purchaser/ Owner

		(8.5 1 1.1				
		(Maximum Two Nos.)				
		(g) All electrical lines will be as per existing				
		regulation shall be concealed.				
		(h) MCB/MCCB will be provided adequately				
		depending on the electrical distribution system.				
		(i) A.C. Point (2 Nos. Maximum).				
14	ROOF	(a) Suitable water and heat treatment shall be done				
C.		at the roof slab.				
		(b) A 4'-0" high parapet wall shall be erected as per				
		elevation all-round the roof slab.				
		(c) Suitable 4" dia. PVC pipes shall be provided for				
		proper drainage of rain water.				
15	COMPOUND	(a) Compound will be paved where required.				
		(b) 5'-0" high boundary wall will be erected all				
		round.				
		(c) One M.S. Grill gate shall be provided.				
		(d) One septic tank of suitable proportion shall be				
		provided.				

## **SPECIFICATIONS**

#### Flooring

- \* Marble/Vitrified (Inside Individual Tenements)
- White and Green Marble (Staircase Block)
- \* Interlocking pavers block or equivalent (Parking and other open spaces in ground floor)
- \* Roof Tiles on roof after proper heat treatment with air insulation layer

## Plumbing

- \* CPVC/UPVC (Supreme for all hot/cold water lines; necessary gauge and thickness)
- P.V.C (Oriplast/Supreme for other lines; necessary gauge and thickness)
- \* Fittings (Jaquar; Hindware etc

#### Electrical

- Wires (Finolex ,Poly cab or equivalent of necessary gauge; Copper)
- Switches and Sockets (Crabtree; Modular; White colour)
- \* Adequate CESC Meter to support 2 A.C points.

## Kitchen

- \* Granite Topping (Black colour)
- \* Stainless Steel Sink

#### Tiles

2100 mm dado height; Kajaria, Johnson, Nitco or equivalent)

#### Doors

- \* Main Door (Both side laminate finish with Godrej lock; peeping hole, tower bolt all complete)
- \* Remaining doors (Both side laminate finish with necessary hardware all complete)

Windows

- \* Aluminium Sliding of Jindal/Indal make with 1.5 mm gauge.
- Powder quoted; discretion of colour shall be of developer

Lift

(L.E.S, or equivalent;)

IN WITNESS WHEREOF the PARTIES have put their respective this the day, month and year first above written.

SIGNEDSEALED & DELIVERED by the at

Kolkata in the Presence of :-

WITNESSES :-

1. Scoran Ottoscoa

VILL- ATASURA P.S.- MOGRAHAT D-South 24 P.G.S Pin - 743355

2. \_ Torsi raddin Dispue Paline Court Signature of the OWNER

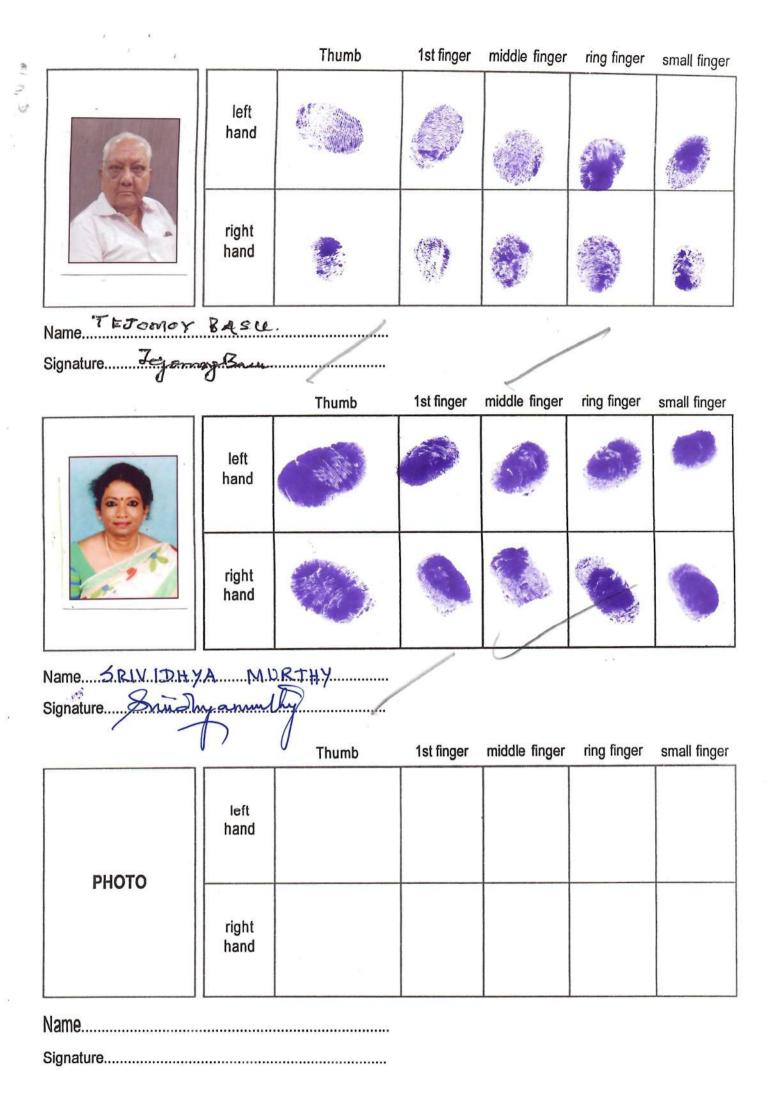
SVL DEVELOPERS

Signature of the DEVELOPER

rorling Ambles pedly

Nabakumar Mukhopadhyay Advocate

Alipere Police Court Enrl. No.-WB/2037/1999





mC

Addi. Dist. Seb-Registrar Alipore

2 4 AUG 2023

South 24 Parganas Kolkata- 700027



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





GRND	etails
------	--------

GRN:

192023240184962668

**GRN Date:** 

24/08/2023 07:21:26

BRN:

Gateway Ref ID: **GRIPS Payment ID:** 

**Payment Status:** 

8881638203235 CHN4967193

240820232018496265

Successful

**Payment Mode:** 

Bank/Gateway:

**BRN Date:** 

Method:

**Payment Init. Date:** 

Payment Ref. No:

SBI Epay

SBIePay Payment

Gateway

24/08/2023 07:23:50

State Bank of India NB

24/08/2023 07:21:26

2001966755/1/2023

[Query No/\*/Query Year]

## **Depositor Details**

**Depositor's Name:** 

Mrs SRIVIDHYA MURTHY

Address:

P-255 PURNA DAS ROAD, KOLKATA 700029

Mobile:

9748420182

EMail:

srividhyamurthy66@gmail.com

Period From (dd/mm/yyyy): 24/08/2023 Period To (dd/mm/yyyy):

Payment Ref ID:

24/08/2023

2001966755/1/2023

Dept Ref ID/DRN:

2001966755/1/2023

#### **Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001966755/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	19920
2	2001966755/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	19941

IN WORDS: NINETEEN THOUSAND NINE HUNDRED FORTY ONE ONLY.





# ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

# ভারত সরকার Unique Identification Authority of India Government of India

নথিভূক্তকরণ নং/Enrolment No.: 2017/00040/22961

/10/2011

Tejomoy Basu (তেজাস্য বসু) S/O Manindra Nath Basu B-217 Lake Gardens Kolkata

Kolkata Kolkata

Kolkata West Bengal - 700045 Mobile : 9432494576

Ref. No : 00009444-00118360-00090337



UA 07818809 6 IN

আপনার আধার সংখ্যা/Your Aadhaar No.:

3027 3404 0882

আধার – সাধারণ মানুষের অধিকার



ভারত সরকার GOVERNMENT OF INDIA



ভেজোমর বসু Tejomoy Basu জন্ম সাল / Year of Birth : 1946 পুরুষ / Male

3027 3404 0882





আধার – সাধারণ মানুষের অধিকার

Mushyj. Sale of B218. Aschool

# आयकर विभाग INCOMETAX DEPARTMENT



# भारत सरकार GOVT. OF INDIA

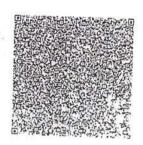
स्थायी लेखा संख्या कार्ड Permanent Account Number Card ACWPB0213G

नाम / Name TEJOMOY BASU

पिता का नाम । Father's Name MANINDRA NATH BASU

जन्म की तारीख Date of Birth 13/09/1946

हस्ताक्षर / Signature



07122020

Muchysi Sala 7 13218 Coops 23.4.23





## ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

भि २५५, पूर्वभाग स्माप्त, पानक् स्वान লোড প্ৰম.a, কোলকাডা, পশ্চিমক্ম, - Sarat Bose Road S.O, Sarat 700029

Address:

P - 255, PURNADAS ROAD, Bose Road, Kolkata, West Bengal, 700029





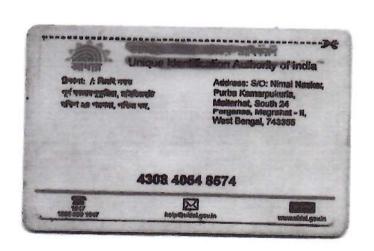
WWW





Smilny anuly





# **Major Information of the Deed**

Deed No :	I-1605-01334/2023	Date of Registration	24/08/2023		
Query No / Year	1605-2001966755/2023	Office where deed is registered			
Query Date	01/08/2023 4:16:01 PM	A.D.S.R. ALIPORE, District: South 24-Parganas			
Applicant Name, Address & Other Details	SUJAN NASKAR MAGRAHAT,Thana : Magrahat, I 743355, Mobile No. : 905119319	District : South 24-Parganas, V 0, Status :Solicitor firm	VEST BENGAL, PIN -		
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]			
Set Forth value		Market Value			
Rs. 2/-		Rs. 1,41,77,220/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 20,020/- (Article:48(g))		Rs. 21/- (Article:E, E)			
Remarks	Received Rs. 50/- (FIFTY only area)	) from the applicant for issuing	the assement slip.(Urban		

#### Land Details:

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Lake Gardens, , Premises No: 218, , Ward No: 087 Pin Code: 700045

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu		2 Katha 15 Chatak 4 Sq Ft	1/-		Width of Approach Road: 20 Ft.,
	Grand	Total:			4.856Dec	1/-	138,39,720 /-	

#### 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/-	3,37,500/-	Structure Type: Structure

and the second second	components.			
 Total:	500 sq ft	1 /-	3,37,500 /-	

# Land Lord Details :

SI No	Name,Address,Photo,Finger p	orint and Signatu	re				
1	Name	Photo	Finger Print	Signature			
	TEJOMAY BASU Son of Late Manindra Nath Basu Executed by: Self, Date of Execution: 24/08/2023 , Admitted by: Self, Date of Admission: 24/08/2023 ,Place : Office			I granghan			
		24/08/2023	LTI 24/08/2023	24/08/2023			
	217, Lake Gardens, City:-, P.O:- Lake Gardens, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACxxxxxx3G, Aadhaar No: 30xxxxxxxxx0882, Status:Individual, Executed by: Self, Date of Execution: 24/08/2023, Place: Office						

# Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SVL Developers P-255, Hemanta Mukhopadhyay Sarani, City:-, P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, PAN No.:: afxxxxxxx1n,Aadhaar No Not Provided by UIDAI, Status::Organization, Executed by: Representative

# Representative Details:

1	Name	Photo	Finger Print	Signature	
	Ms Srividhya Murthy (Presentant) Daughter of Sr G Ramamurthi Date of Execution - 24/08/2023, , Admitted by: Self, Date of Admission: 24/08/2023, Place of Admission of Execution: Office			Sing	
ď		Aug 24 2023 12:33PM	LTI 24/08/2023	24/08/2023	
	P-255, Hemanta Mukhopadhyay Sarani, City:- , P.O:- Sarat Bose Road, P.S:-Lake, District:-South 2 Parganas, West Bengal, India, PIN:- 700029, Sex: Female, By Caste: Hindu, Occupation: Business Citizen of: India, , PAN No.:: afxxxxxxx1n, Aadhaar No: 37xxxxxxxxx3028 Status: Representative, Representative of: SVL Developers (as Proprietor)				

# Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sujan Naskar Son of Nimai Naskar Vill - Atasura, City:- , P.O:- Maitbrhat, P.S:-Magrahat, District:-South 24- Parganas, West Bengal, India, PIN:- 743355			Som Otherin.
	24/08/2023	24/08/2023	24/08/2023

Identifier Of TEJOMAY BASU, Ms Srividhya Murthy

Transfer of property for L1					
SI.No	From	To. with area (Name-Area)			
1	TEJOMAY BASU	SVL Developers-4.85604 Dec			
Trans	fer of property for S				
SI.No	From	To. with area (Name-Area)			
1	TEJOMAY BASU	SVL Developers-500.00000000 Sq Ft			

#### Endorsement For Deed Number: I - 160501334 / 2023

#### On 24-08-2023

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

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

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

Presented for registration at 12:23 hrs on 24-08-2023, at the Office of the A.D.S.R. ALIPORE by Ms Srividhya Murthy

#### 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 1,41,77,220/-

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

Execution is admitted on 24/08/2023 by TEJOMAY BASU, Son of Late Manindra Nath Basu, 217, Lake Gardens, P.O. Lake Gardens, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Retired Person

Indetified by Mr Sujan Naskar, , , Son of Nimai Naskar, Vill - Atasura, P.O: Maitbrhat, Thana: Magrahat, , South 24-Parganas, WEST BENGAL, India, PIN - 743355, by caste Hindu, by profession Others

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

Execution is admitted on 24-08-2023 by Ms Srividhya Murthy, Proprietor, SVL Developers (Sole Proprietoship), P-255, Hemanta Mukhopadhyay Sarani, City:-, P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India. PIN:- 700029

Indetified by Mr Sujan Naskar, , , Son of Nimai Naskar, Vill - Atasura, P.O: Maitbrhat, Thana: Magrahat, , South 24-Parganas, WEST BENGAL, India, PIN - 743355, by caste Hindu, by profession Others

#### **Payment of Fees**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/08/2023 7:23AM with Govt. Ref. No: 192023240184962668 on 24-08-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIPay), Ref. No. 8881638203235 on 24-08-2023, 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 19,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 6780, Amount: Rs.100.00/-, Date of Purchase: 22/08/2023, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/08/2023 7:23AM with Govt. Ref. No: 192023240184962668 on 24-08-2023, Amount Rs: 19,920/-, Bank: SBI EPay (SBIePay), Ref. No. 8881638203235 on 24-08-2023, Head of Account 0030-02-103-003-02



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

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2023, Page from 46495 to 46547 being No 160501334 for the year 2023.





Digitally signed by MANIMALA CHAKRABORTY

Date: 2023.08.25 14:54:47 -07:00 Reason: Digital Signing of Deed.

(MANIMALA CHAKRABORTY) 2023/08/25 02:54:47 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE West Bengal.

(This document is digitally signed.)