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32AA 066791

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached to this document are the part of this document

A.D.S.R. Howrah

19 JAN 2024

### DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is made on this the 19<sup>th</sup> day of January, Two Thousand and Twenty Four, **BETWEEN SRI SUKUMAR CHANDRA JANA, (PAN- ACFPJ1360B) & (AADHAAR- 7595 2164 2532)**, son of Late Manik Chandra Jana, by religion Hindu, by occupation business, resident of 201/10/1, G.T. Road, P.O. Ghusuri, P.S. Malipanchhora, District- Howrah, PIN- 711 107, hereinafter called and referred to as the **"OWNER/FIRST PARTY"** (which term or

DATE 16/11/2024  
Sukumar Chandra Jena  
Howrah  
STAMP VENDOR - SOUMYA BANERJEE  
CIVIL COURT, HOWRAH

pression unless excluded by or repugnant to the context shall mean and include his respective heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**M/S. LAKSHMI CONSTRUCTION**, a proprietorship firm, having its registered office at 101, Benaras Road, P.O. Salkia, P.S. Golabari, District- Howrah, PIN- 711 106, being represented by its proprietor namely **SRI RAJ KUMAR GUPTA**, (PAN- **AFMPG1451N**), (AADHAR- **8220 2762 6928**), son of Late Radhakishan Gupta, by faith- Hindu, by occupation- business, resident of 17/20, Golam Abbas Lane, Post Office- Salkia, Police Station- Golabari, District- Howrah, PIN- 711 106, hereinafter referred to as the **DEVELOPER/SECOND PARTY** (which term or expression unless excluded by or repugnant to the context be deemed to mean and include all its executors, partners, successors, transferees, successor-in-interest, administrators, legal representatives and assigns) of the **SECOND PART**.

**WHEREAS** all that piece and parcel of mokorari mourashi bastu land measuring more or less 5 Cottahs 15 Chittaks together with a R.T. shed structure measuring more or less 200 sq. ft. standing thereon along with other common and easement rights

attached thereto and appurtenant therewith and situated within the municipal holding No. 22/1, Guha Park Road, P.S. Liluah, District-Howrah, as more fully and particularly described in the **Schedule** herein below is the subject matter of this present development agreement and hereinafter referred to as the "**said property**".

**AND WHEREAS** on 08.09.1975 M/s. Anand Industries purchased all that piece and parcel of land measuring more or less 11 Cottahs 9 Chittaks along with other common and easement rights attached thereto and appurtenant therewith and situated within the municipal holding No. 10, 10/1 & 10/2, Guha Park Road, P.S. Liluah, District- Howrah, from Sri Dhanapati Ghosh and others by virtue of a Deed of Sale registered in the office of District Sub-Registrar, Howrah and recorded in Book No.I, Volume No. 111, Pages from 37 to 46, being No. 4498 for the year 1975 and consideration was passed.

**AND WHEREAS** on 24<sup>th</sup> September, 1998 Sri Sukumar Chandra Jana purchased all that piece and parcel of mokorari mourashi bastu land measuring more or less 5 Cottahs 15 Chittaks together with old R.T. shed structures standing thereon along with other common and easement rights attached thereto and appurtenant therewith and situated within the municipal holding No. 22, Guha Park Road (Old 10, 10/1 & 10/2, Guha Park Road), P.S.

Liluah, District- Howrah from M/s. Anand Industries by virtue of a Deed of Sale registered in the office of Additional District Sub-Registrar, Howrah and recorded in Book No.I, Volume No. 6, Pages from 103 to 115, being No. 4336 for the year 1998 and consideration was passed.

**AND WHEREAS** after purchase Sri Sukumar Chandra Jana being the absolute owner and occupier of the said property mutated his name in the records of B.L. & L.R.O. and Bally Municipality and he was allotted a sub-holding being No.22/1, Guha Park Road, Liluah, District- Howrah.

**AND WHEREAS** thus the present Vendor herein is now lawfully seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of mokorari mourashi bastu land measuring more or less 5 Cottahs 15 Chittaks together with a R.T. shed structure measuring more or less 200 sq. ft. standing thereon along with other common and easement rights attached thereto and appurtenant therewith and situated within the municipal holding No. 22/1, Guha Park Road, P.S. Liluah, District- Howrah, as more fully and particularly described in the **Schedule** herein below.

**AND WHEREAS** the Owner of the First Part is in occupation of the said old and dilapidated structures as fully described in the Schedule herein below.

**AND WHEREAS** the structures standing thereon are extremely old, worn out and dilapidated and considering the deplorable condition of the structure, the Owner of the First Part is intending to construct a new multi-storied building on the said property as fully described in **Schedule** herein below after demolition of all existing old and worn out structures, etc., but due to lack of experience and finance, the Owner of the First Part was in search of a good and reputed Developer/Promoter having sufficient experience as well as funds for such construction of good project.

**AND WHEREAS** the Developer of the Second Part is mostly doing the constructional job and after knowing such intention of the Owner of First Part, gave a proposal to him to make construction of a new multi-storied building on the said property as per building plan to be sanctioned by Bally Municipality or from any competent authority/authorities and the Owner of the First Part agreed fully with such proposal of the Developer of Second Part.

**AND WHEREAS** the parties herein decided to develop the property as fully described in Schedule herein below, on such terms and conditions as are hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties herein relating to the meaning, interpretation and the terms and conditions as follows :-

#### **ARTICLE - I : DEFINITIONS**

Unless in these presents it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned in the Schedule herein below :-

- 1.1) **OWNER** shall mean the above named First Party and his respective heirs, executors, successors, legal representatives and assigns.
- 1.2) **DEVELOPER** shall mean the above named Developer of the Second Part having subsisting rights in the said property proportionately according to agreed ratio to raise construction.
- 1.3) **SAID PROPERTY** shall mean the above mentioned and hereunder written in the Schedule known and numbered as

municipal holding No.22/1, Guha Park Road, P.S. Liluah,  
District- Howrah.

**1.4) THE BUILDING** (Residential/Commercial) shall mean the building to be constructed on the said property in accordance with the building plan to be sanctioned by the Bally Municipality and shall include Flats, Shop, Godown, Parking space, if any and other spaces intended or meant for smooth enjoyment of the building at the cost of Developer.

**1.5) LAND UNDER PROJECT** shall mean and include plot of land being **ALL THAT** piece and parcel of mokorari mourashi bastu land measuring more or less 5 Cottahs 15 Chittaks together with a R.T. shed structure measuring more or less 200 sq. ft. standing thereon along with other common and easement rights attached thereto and appurtenant therewith and situated within the municipal holding No. 22/1, Guha Park Road, P.S. Liluah, District- Howrah, as fully described in the **Schedule** herein below.

**1.6) UNIT** shall mean partly or wholly constructed flat/apartment/shop/godown/parking, etc. in the building (which is agreed to be completed by the Second Party/Developer) and also include an undivided impartible

proportionate share of land together with common portions of the said property and structure whatever the case may be.

**1.7) COMMON PORTION** - shall mean and include the common portion to be made and erected for convenience of the intending purchasers and/or lawful occupiers.

**1.8) SALEABLE SPACE** - shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and the space required thereof and after meeting the First Party's allocation.

**1.9) MAP/PLAN** shall mean the plan to be sanctioned by the Bally Municipality or by any competent authority showing the nature of the proposed construction and shall include any future amendment and/or modification to be made thereto or caused to be made by the Developer, after such sanction is accorded subject to prior approval by the Bally Municipality or any other competent authorities.

**1.10) THE ARCHITECT** shall mean such Architect or Architects appointed by the Developer as Architect for the building.

**1.11) OWNER'S ALLOCATION** - Owner's allocation shall mean and include 40% of the total constructed area against sanctioned



F.A.R. of the newly built building over the said property together with the right of user of common facilities and amenities and together with right of undivided impartible proportionate share in the land. Apart from the above the Party of First Part/Owner shall have no claim against the Developer in any manner whatsoever.

**1.12) DEVELOPER'S ALLOCATION-** shall mean and include the remaining 60% of the total sanctioned constructed area of the proposed building to be made at the said land under project as per building plan to be sanctioned by Bally Municipality together with the right of user of common facilities and amenities together with proportionate share right title and amenities including the undivided impartible proportionate share in the land and as well as all common areas with all rights of the Developer to negotiate for sale out of the said portion either to the intending purchaser or purchasers for adjustment of its expenditure and investments of the finance for raising the said construction at the said property.

**1.13) TRANSFER** - shall mean and includes a transfer by possession by and under lease, sale, conveyance or any legal document of transfer and execution and registration of the

proper documents unto and favour of the prospective buyer for effecting what is understood as transfer of share over the multi-storied building to purchasers in pursuance of the term and conditions here in mentioned.

**1.14) TRANSFEREE** - shall mean the person or persons, Partnership Firm/limited Company/Registered Society or anybody having legal status to whom the space/unit in the building shall be transferred.

**1.15) MASCULINE GENDER** - shall include feminine gender number vice versa.

**1.16) SINGULAR NUMBER** - shall include plural number and vice versa.

**1.17) THE DATE OF DELIVERY** - shall mean and include the date on which the Owner shall handover the possession of the said property to Developer for starting the construction work at the said land under project within 1 (One) month from the date of obtaining sanctioned building plan taking proper receipt of such acceptance and further after completing construction of the Owner's agreed allocated share it shall be handed over to them by the Developer. The Developer shall handover the Owner's allocable share within 2 (Two) years from the date of

obtaining sanctioned building plan from Bally Municipality or from the date of getting vacant possession of the said property whichever is later and shall also complete the work of construction of the said property within 2 (Two) years from the date of obtaining sanctioned building plan from Bally Municipality or from the date of getting vacant possession whichever is later.

**ARTICLE - II :- COMMENCEMENT**

This Agreement shall be deemed to have commenced on and from the date of execution of these presents and shall remain valid till the total work of construction and sale of all the portions to be allotted in favour of the Developer in the property as fully described in Schedule herein below is completed. In case of any legal or other disputes or any obstructions are caused by the local people or by any other person or any defect is detected in the right, title and interest in the said property then the period of the construction would be automatically extended till the removal of the said obstructions or disputes or defects.

**ARTICLE- III : OWNER'S RIGHT AND REPRESENTATIONS**

The Owner/Party of the First Part do hereby declare and covenant with the Developer as follows :-

- 3.1 The First Party is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it to be provided by the Developer as his allocated share.
- 3.2 There is no excess vacant land in the said property within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.
- 3.3 That the said property is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever or howsoever.
- 3.4 That excepting the First Party, nobody else has any right, title, interest, claim or demand in any manner whatsoever in respect of the said property or any portion thereof.
- 3.5 That there is no attachment under Income Tax Act or under any other provisions of the Public Debt Recovery Act in respect of the said property or any part thereof nor any proceedings is

pending nor any notice in respect of any such proceedings have been received or served upon the Owner.

**3.6** That the First Party undertakes to execute and register a General Power of Attorney in favour of the Second Party/Developer at the time of signing this agreement whereby the First Party will give the Developer/Second Party all the powers required for the purpose of making such construction of the multi-storied building at his own cost as well as the power to negotiate for and make registered agreement for letting out and/or other necessary documents, whatsoever, required for his and owner's allotted portion of total constructed area without any interference or obstruction of the First Party in respect of the said property. The First Party shall have no right to revoke the said power of attorney till the work of construction and sale of all the portions to be allotted in favour of the Developer is completed.

**3.7** That the First Party/Owner shall deliver all sorts of original documents of title and possession and/or related documents of the said property in question to the Developer at the time of registration of these presents so that the Developer shall not face any problem.

**3.8** That the Owner further undertakes to deliver the peaceful and vacant possession of the said property for the purpose of raising the new construction at the said property by the Second Party/Developer within 1 (One) month from the date of sanctioned building plan.

**3.9** The Owner agree that incase of death of the owner, the terms and conditions contained in this agreement including the allocation ratio shall remain same and binding upon all the heirs or legal representatives of the First Party and he shall also be bound to execute further agreements or power of attorney without altering the original terms and conditions therein, in favour of the Second Party/Developer in respect of the said property for the purpose of smooth construction.

**3.10** That if a good, clear and marketable title of the said property is not being made out or the Owner fail to handover the vacant possession of the said property as per terms of this Agreement in that event this Agreement shall automatically be treated as cancelled and in that event the Owner undertakes to repay all the costs and expenses incurred by the Developer together with bank interest.

**3.11** It is decided that if the Owner or his heirs or legal representatives or anybody else raises any dispute relating to

the agreement as well as the development work of the said building in that case the Owner shall be liable to settle the same and in that event the Developer shall not suffer any injury and the Owner including his heirs and legal representatives shall be very diligent so that the development work will be completed in terms of the agreement.

**3.12** The Owner further unequivocally admits and undertakes that he shall only be entitled to 40% of the total constructed area against sanctioned F.A.R. of the newly built building over the said property together with the right of user of common facilities and amenities together with right of undivided impartible proportionate share in the land. Apart from the above the Party of First Part/Owner shall have no claim against the Developer in any manner whatsoever.

**3.13** It is also agreed by the Owner that if any litigation relating to the said property is found to be pending or instituted subsequently then the Owner/First Party shall only be liable to settle the same with the help of the Developer and in that event the Developer/Second Party shall not suffer any injury and/or be liable for the same and in that case too, the period of the construction would be automatically extended till removal of the said dispute.

**ARTICLE - IV : DEVELOPER'S RIGHT**

That on the basis of Power of Attorney and by virtue of this Agreement, the Developer/Second Party is hereby empowered to raise the construction of multi-storied building at the land under project investing his own finance and resources and undertakes to erect the said building as per the building plan. The building plan, soil testing and whatever expenses necessary for building plan shall be done at his own cost.

- 4.2** That the Second Party is hereby empowered to suitably modify or alter the sanctioned building plan as and when required and submit the same for approval of the Bally Municipality wherein the First Party/Owner shall not raise any objection.
- 4.3** The Developer/Second Party shall be entitled to appoint his own labours, masons, contractors, builders, engineers, architects for necessary raising of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risk and liability together with all responsibility shall remain with the Developer/Second Party and to that effect the First Party shall never be liable or responsible for any debts, payments



misappropriation of any money or anything whatsoever, eventuality takes place at the time of construction.

**4.4** That the Developer/Second Party for the purpose of raising the said construction shall have absolute right to enter into an agreement for sale or register/execute the deed of conveyance to let out the flats and apartments together with the shop rooms, garage, parking space (if any), etc., in respect of his allotted portions/ratio before handing over possession of the Owner's allocation and to that effect only the Developer shall be entitled to receive the advance premium or total consideration money from the intending purchasers or tenants together with all advance thereof but at all material time the First Party shall not be liable for such advance money or premium.

**4.5** That the Second Party shall have right to make registration of Deed of Sale of such buyers and the Owner in this regard undertakes to convey an irrevocable power of attorney in favour of the developer.

**4.6** It has been agreed between the parties that the Developer will cause demolition of the existing structures standing upon the land under project at his own cost and expenses and the

Developer would have exclusive claim over the dismantled materials.

- 4.7 As per this agreement for development of the said property, it envisages the Developer to be responsible for ensuring the construction of the building on subject land and shall have a share therein and hence this agreement is an inescapable contract to transfer immovable property on the strength of power of attorney.

**ARTICLE - V :- APPARENT CONSIDERATIONS**

- 5.1 That in consideration of the agreement, the Owner have to allow the Developer/Second Party to construct the multi-storied building at the Schedule mentioned property against the agreed allocation as mentioned in Clauses 1.11 and 1.12 hereinabove.

**ARTICLE-VI : DEVELOPER'S RIGHT AND REPRESENTATION**

- 6.1 The Developer hereby undertakes the responsibility to get the building plan sanctioned from the Bally Municipality and start the construction of the building subject to getting vacant possession of the said property from the Owner as mentioned

earlier and within 2 (Two) years as mentioned herein above the Developer shall handover complete possession of the Owner's allocation and within 2 (Two) years as mentioned herein above the Developer shall complete the total work of construction of the said property.

- 6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for preparation design and sanctioning of the said plan by the Developer.
- 6.3 To incur and pay all costs, charges and expenses for obtaining the permission from the Authority/Authorities concerned.
- 6.4 To bear all cost charges and expenses for construction of the building at the said property.
- 6.5 The Developer including his prospective Purchaser/Purchasers herein shall have right to avail the bank loan and/or financial assistance from any bank and/or financial institution in respect of the said property for which the Owner shall have no right to oppose on the other hand the Owner shall assist the developer in all respect.

**ARTICLE - VII :- OWNER'S ALLOCATION**

- 7.1 The Developer of the above shall at his own cost construct, erect and complete the building in all respect and shall allocate the owner's allocation mainly of the constructed area as described above together with the right, title, interest in common facilities and amenities at the said premises/property.
- 7.2 Apart from the above as mentioned in clause 1.11 the Party of First Part/Owner shall have no claim against the Developer in any manner whatsoever.

**ARTICLE - VIII :- DEVELOPER'S ALLOCATION**

- 8.1 In consideration of the above, the Developer shall be entitled to the remaining 60% of the constructed area of the proposed building to be made at the said land under project together with the right of user of common facilities and amenities together with proportionate share right title and amenities including the undivided impartible proportionate share in the land and as well as all common areas and the Developer shall be entitled to enter into Agreement for sale, Deed of Conveyances and transfer in his own name or in the name of

his Nominee and to receive and realize and collect all moneys in respect thereof and it is hereby expressly agreed by and between the Parties hereto that for the purpose of entering into such Agreement, it shall not be obligatory on the part of the Developer to obtain any further consent of the Owner and this Agreement itself shall be treated as consent of the Owner.

- 8.2 It is expressly agreed by and between the parties that the consideration money to be paid for such transfers as aforesaid shall belong absolutely to the Developer and the First Party shall not in any event be entitled to claim any portion thereof.

#### **ARTICLE - IX :- PROCEDURE**

- 9.1 The Owner shall grant to the Developer a General Power of Attorney as may be required for the purpose of obtaining sanction of the building plan and all other necessary permission from the different authorities in connection with the construction of the building and also for pursuing the follow up of the matter with the statutory body and other authorities and also in connection of sale out the allocated share of the Owner's and Developer in the proposed necessary building.

- 9.2 Notwithstanding grant of Power of Attorney by the Owner in favour of the Developer and delivery of possession of the said premises no action of the Developer under this Power of Attorney shall in any manner fasten or create any financial or any other liabilities of any kind whatsoever upon the Owner.

**ARTICLE - X :- CONSTRUCTION**

- 10.1 The Developer shall be solely responsible for ensuring the construction of the building and shall have a share therein.
- 10.2 That the Developer at his own cost shall demolish the existing structure of Schedule mentioned property and the materials arising consequent to the demolition of the existing structure shall belong to the Developer/Second Party who shall cause the same to be removed at his own cost.

**ARTICLE - XI :- BUILDINGS**

- 11.1 The Developer shall at his own cost construct, erect and complete the building and the common facilities and also

amenities at the said premises in accordance with the building plan with good and standard quality of materials.

**11.2** The Developer shall install and erect in the said building at his own as per below mentioned specifications and also as per drawings provided by Architect, Pump Water Storage Tanks, Overhead Reservoirs, Boring system, Electrification, Permanent Electric Connection from the C.E.S.C. Limited for common areas concealed wiring in the flat and other facilities as are required to be provided in a residential and commercial multi-storied building in Ownership basis or otherwise.

**ARTICLE - XII :- COMMON FACILITIES**

**12.1** The Developer shall pay and bear all Municipal, Taxes and other dues and impositions and outgoings in respect of the said property accruing due as and from the date of sanction of the building plan till the date of handing over of the possession in favour of First Party/Owner.

**12.2** After completion of the total construction, the purchasers of flats and the flat Owner including their respective assigns shall constitute a Flat Owner Association and the said association shall bear the cost of common facilities and maintenance

charges like cost of Durwans, Motor Pump and Electric Charges in the common areas in proportion of their possession including proportionate share of premium for the Insurance of the building, if any, water fire and clearing charges, etc.

- 12.3 Excepting the covered areas or flats to be made in the proposed building all other areas of all floors should remain as common areas of the building and all the occupiers will have right to enjoy such common facilities.

#### **ARTICLE - XIII :- LEGAL PROCEEDINGS**

- 13.1 It is hereby expressly agreed by and between, the Parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings, which may arise in respect of the Development of the said premises and all costs, charges and expenses incurred for that purpose shall be borne and paid by the Developer alone.

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

- 14.1 The Developer hereby undertakes to keep the Owner indemnified against all Third Party claim and actions arising



out of any sorts of act of commission of the Developer or relating to the construction of the building.

4.2 The Developer hereby undertakes to keep the Owner indemnified against all acts, suits, costs, proceedings and claims that may arise out of the developer's actions with regard to the development of the said property.

**ARTICLE - XV :- MISCELLANEOUS**

15.1 The Owner and Developer have entered into this Agreement purely on contractual basis i.e. as Joint venture but nothing contained herein shall be deemed to construe as partnership between the Developer and the Owner in any manner.

15.2 The Owner hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owner hereby undertakes that he shall execute additional power of attorney and/or Authorisation in favour of the Developer as and when the same will be required and also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way

infringe the right of Owner and/or against the spirit of this agreement.

**15.3** The Developer shall frame Scheme for management and administration of the said building and/or common parts thereof. The purchasers and/or flat Owner shall abide by the Rules & Regulations of such Management Society, Association Holding Organization.

**15.4** As and from the date of completion of the building the Developer and/or his transferees and the Owner and/or his transferees and/or their successors shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other Taxes payable in respect of their respective areas and/or share of the constructed area.

**15.5** There is no existing Agreement regarding Development or sale of the said premises and that all other arrangements, if any, prior to this Agreement have been cancelled and are being suspended by this Agreement.

**15.6** That the existing electric meter standing in the said property shall be used by the Second Party for supply of electricity during the period of construction of the proposed building and also after the construction of the new building provided the

charges for such consumption are borne by the Second Party. The First Party shall also sign all relevant documents of CESC Ltd. to be supplied by the Second Party for bringing new electric connection to the intending purchasers as well as for common meter to be used for pump and other common purposes.

**15.7** That if any further sanction is obtained over the primary sanctioned building plan, then the Developer will be given preferential right to raise such additional floors and in that case the sharing ratio of the Owner would be 30% of the total constructed area after primary sanctioned area of the newly built building over the said property and Developer's allocation will be remaining 70% of the total constructed area after primary sanctioned area of the newly built building over the said property after obtaining such sanctioned building plan from the Bally Municipality but comprehensive Agreement may be entered (if required by the Developer) between the parties at that relevant point of time.

**15.8** That it is further agreed by the Owner that either he or his heirs or legal representatives shall not raise any objections in any manner whatsoever in raising additional floors by the Developer over the said property.

**ARTICLE - XVI : FORCE MAJEURE**

**16.1** The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the Force Majeure and shall remain suspended from the obligations during the duration of the Force Majeure.

**16.2** Force Majeure shall mean flood, pandemic, Earthquake, riot, war, tempest, Civil Commotion, Strike and/or any other act or commission beyond the reasonable control of the Developer.

**SCHEDULE**

**(SAID PREMISES/LAND UNDER PROJECT)**

**ALL THAT** piece and parcel of mokorari mourashi bastu land measuring more or less 5 Cottahs 15 Chittaks together with a R.T. shed structure measuring more or less 200 sq. ft. standing thereon along with other common and easement rights attached thereto and appurtenant therewith and situated within the municipal holding No. 22/1, Guha Park Road, P.S. Liluah, District- Howrah, within the

jurisdiction of Bally Municipality Ward No.65, being butted and bounded as follows :-

- On the North** : Boundary wall and Municipal drain.  
**On the South** : Holding No.22, Guha Park Road.  
**On the West** : Main Guha Park Road.  
**On the East** : House of Yashkaran Jain.

**IN WITNESSES WHEREOF WE**, the parties hereto sign on this Agreement for Development on the day, month and year first above written.

**WITNESSES :-**

1. Ananta Chatterjee  
101, Benaras Road  
Howrah

*Yashkaran Chandrajain*

Signature of the First Party/Owner

2. Sudip Kr. Das  
Judges Court-  
Howrah

M/S. LAKSHMI CONSTRUCTION

*Raj Kr. Gupta*

Proprietor

Signature of the Second Party/Developer












Drafted & prepared by me.

*Brijan Dutta*












Advocate

(Enr. No.:- F/755/616 of 2014)

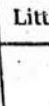
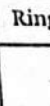
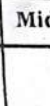
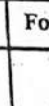
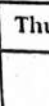





## FORM FOR TEN FINGER IMPRESSION

|   |   |        |      |        |      |        |
|---|---|--------|------|--------|------|--------|
|  | Left Hand   | Little | Ring | Middle | Fore | Thumb  |
|   |      |        |      |        |      |        |
|   | Right Hand  | Thumb  | Fore | Middle | Ring | Little |
|   |      |        |      |        |      |        |

Signature Yunkamesh Chandra Jais

|   |  |        |      |        |      |        |
|---|--|--------|------|--------|------|--------|
|  | Left Hand  | Little | Ring | Middle | Fore | Thumb  |
|   |            |        |      |        |      |        |
|   | Right Hand   | Thumb  | Fore | Middle | Ring | Little |
|   |      |        |      |        |      |        |

Signature Raj Kr. Gupta

|       |  |        |      |        |      |        |
|-------|--|--------|------|--------|------|--------|
| Photo | Left Hand  | Little | Ring | Middle | Fore | Thumb  |
|       |       |        |      |        |      |        |
|       | Right Hand   | Thumb  | Fore | Middle | Ring | Little |
|       |      |        |      |        |      |        |

Signature \_\_\_\_\_



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



192023240352257658

Details

GRIPS ID: 192023240352257658  
Date: 18/01/2024 09:09:31  
GRIPS Ref ID: 9200611401040  
Gateway Ref ID: 2881285248  
GRIPS Payment ID: 180120242035225764  
Payment Status: Successful  
Payment Mode: SBI Epay  
Bank/Gateway: SBIEpay Payment Gateway  
BRN Date: 18/01/2024 09:10:05  
Method: IDBI Bank-Retail NB  
Payment Init. Date: 18/01/2024 09:09:31  
Payment Ref. No: 2000107953/1/2024  
[Query No\*/Query Year]

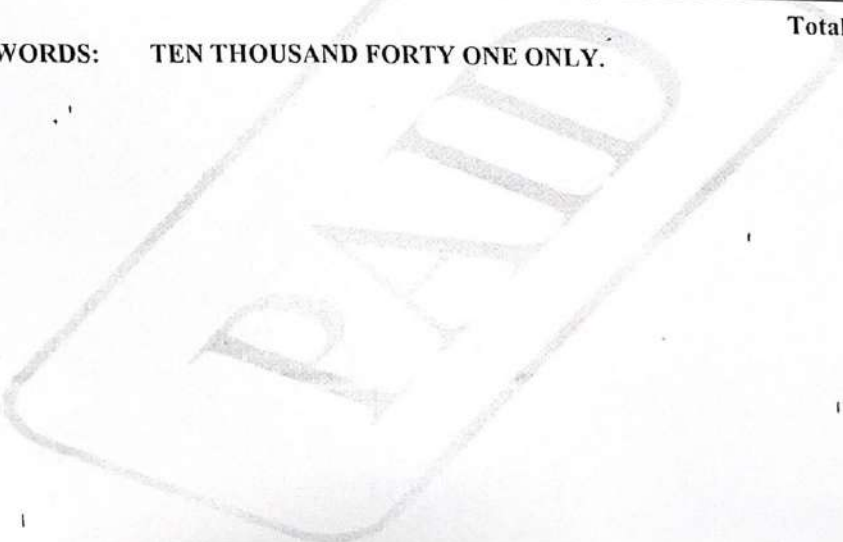
Propositor Details

Propositor's Name: Mr Raj Kumar Gupta  
Address: 101 benaras road howrah711106  
Mobile: 8334902048  
Email: sonkygupta10@gmail.com  
Period From (dd/mm/yyyy): 18/01/2024  
Period To (dd/mm/yyyy): 18/01/2024  
Payment Ref ID: 2000107953/1/2024  
Dept Ref ID/DRN: 2000107953/1/2024

Payment Details

| Sl. No. | Payment Ref No    | Head of A/C Description                  | Head of A/C        | Amount (₹)   |
|---------|-------------------|--|--------------------|--------------|
| 1       | 2000107953/1/2024 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 10020        |
| 2       | 2000107953/1/2024 | Property Registration- Registration Fees | 0030-03-104-001-16 | 21           |
|         |                   |  | <b>Total</b>       | <b>10041</b> |

IN WORDS: TEN THOUSAND FORTY ONE ONLY.



### Major Information of the Deed

|   |  |                                   |            |
|---|--|-----------------------------------|------------|
| Deed No. / Year                                     | I-0502-00636/2024  | Date of Registration              | 19/01/2024 |
| Date  | 0502-2000107953/2024   | Office where deed is registered   |            |
| Registration Date                                   | 12/01/2024 9:33:13 PM  | A.D.S.R. HOWRAH, District: Howrah |            |
| Applicant Name, Address & Details                   | SRIJAN DUTTA<br>116/2, SRIRAM DHANG ROAD, SALKIA, HOWRAH, Thana : Malipanchghara, District : Howrah, WEST BENGAL, PIN - 711106, Mobile No. : 9830445149, Status : Advocate |                                   |            |
| Transaction   | Additional Transaction   |                                   |            |
| Mode of Sale, Development Agreement or Construction | [4305] Other than Immovable Property, Declaration [No of Declaration : 2]  |                                   |            |
| Set Forth value                                     | Market Value   |                                   |            |
| Set Forth value                                     | Rs. 78,18,737/-  |                                   |            |
| Stamp Duty Paid(SD)                                 | Registration Fee Paid  |                                   |            |
| Stamp Duty Paid(SD)                                 | Rs. 21/- (Article:E, E)  |                                   |            |
| Stamp Duty Paid(SD)                                 | Rs. 10,040/- (Article:48(g))   |                                   |            |
| Remarks   | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)   |                                   |            |

### Land Details :

District: Howrah, P.S:- Liluya, Corporation: BALLY, Road: Guha Park, , Premises No: 22/1, , Ward No: 065, Holding No:22/1 Pin Code : 711204



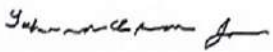
| Sch No               | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land      | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|----------------------|-------------|----------------|-----------------------|-------------------|-------------------------|-----------------------|---------------------|
| L1                   | (RS :-)     |                | Bastu                 | 5 Katha 15 Chatak | 500/-                   | 77,64,737/-           | Property is on Road |
| <b>Grand Total :</b> |             |                |                       | 9.7969Dec         | 500 /-                  | 77,64,737 /-          |                     |

### Structure Details :

| Sch No   | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1   | On Land L1        | 200 Sq Ft.        | 200/-                   | 54,000/-              | Structure Type: Structure |
| Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>   |                   | 200 sq ft         | 200 /-                  | 54,000 /-             |                           |





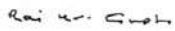
**Card Details :**

| Name,Address,Photo,Finger print and Signature  |   |  |  |
|--|---|--|--|
| Name   | Photo   | Finger Print   | Signature  |
| <b>Mr SUKUMAR CHANDRA ANA</b><br>Son of Late MANIK CHANDRA JANA<br>Executed by: Self, Date of Execution: 19/01/2024<br>Admitted by: Self, Date of Admission: 19/01/2024 ,Place : Office  | <br>19/01/2024 | <br>Captured<br>LTI<br>19/01/2024 | <br>19/01/2024 |
| 201/10/1, G.T. Road, City:- Howrah, P.O:- GHUSURI, P.S:-Malipanchghara, District:-Howrah, West Bengal, India, PIN:- 711107 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx0B, Aadhaar No: 75xxxxxxxx2532, Status :Individual, Executed by: Self, Date of Execution: 19/01/2024<br>, Admitted by: Self, Date of Admission: 19/01/2024 ,Place : Office |   |  |  |




**Developer Details :**

| Sl No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>LAKSHMI CONSTRUCTION</b><br>101, Benaras Road, City:- Howrah, P.O:- SALKIA, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711106 . PAN No.:: AFxxxxxx1N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

**Representative Details :**

| Sl No  | Name,Address,Photo,Finger print and Signature   |   |  |  |
|--|---|---|--|--|
|  | Name  | Photo   | Finger Print   | Signature  |
| 1  | <b>Mr RAJ KUMAR GUPTA (Presentant)</b><br>Son of Late RADHAKISAN GUPTA<br>Date of Execution - 19/01/2024, , Admitted by: Self, Date of Admission: 19/01/2024, Place of Admission of Execution: Office | <br>Jan 19 2024 3:30PM | <br>Captured<br>LTI<br>19/01/2024 | <br>19/01/2024 |
| 17/20, Golam Abbas Lane, City:- Howrah, P.O:- SALKIA, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx1N, Aadhaar No: 82xxxxxxxx6928 Status : Representative, Representative of : LAKSHMI CONSTRUCTION (as PROPRIETOR) |   |   |  |  |

**Details :**

|   | Photo   | Finger Print  | Signature  |
|---|---|---|--|
| <b>KUMAR DAS</b><br>ANTOSH KUMAR DAS<br>DURT, HOWRAH, City:-<br>D:- HOWRAH, P.S:-Howrah,<br>wrah, West Bengal, India,<br>01 |  | <br>Captured |  |
|   | 19/01/2024  | 19/01/2024  | 19/01/2024   |
| Of Mr SUKUMAR CHANDRA JANA, Mr RAJ KUMAR GUPTA  |   |   |  |

**Transfer of property for L1**

| From                    | To. with area (Name-Area)        |
|-------------------------|----------------------------------|
| Mr SUKUMAR CHANDRA JANA | LAKSHMI CONSTRUCTION-9.79688 Dec |

**Transfer of property for S1**

| From                    | To. with area (Name-Area)               |
|-------------------------|---|
| Mr SUKUMAR CHANDRA JANA | LAKSHMI CONSTRUCTION-200.00000000 Sq Ft |

**Endorsement For Deed Number : I - 050200636 / 2024**

01-2024

**State 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 Indian Stamp Act 1899.

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

Presented for registration at 15:13 hrs on 19-01-2024, at the Office of the A.D.S.R. HOWRAH by Mr RAJ KUMAR TA.

**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 18,737/-

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

Execution is admitted on 19/01/2024 by Mr SUKUMAR CHANDRA JANA, Son of Late MANIK CHANDRA JANA, 11/10/1, Road: G.T. Road, P.O: GHUSURI, Thana: Malipanchghara, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711107, by caste Hindu, by Profession Business

Identified by Mr SUDIP KUMAR DAS, Son of Mr SANTOSH KUMAR DAS, JUDGES COURT, HOWRAH, P.O: HOWRAH, Thana: Howrah, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Law Clerk

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

Execution is admitted on 19-01-2024 by Mr RAJ KUMAR GUPTA, PROPRIETOR, LAKSHMI CONSTRUCTION (Sole Proprietorship), 101, Benaras Road, City:- Howrah, P.O:- SALKIA, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711106

Identified by Mr SUDIP KUMAR DAS, Son of Mr SANTOSH KUMAR DAS, JUDGES COURT, HOWRAH, P.O: HOWRAH, Thana: Howrah, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Law Clerk

**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 18/01/2024 9:10AM with Govt. Ref. No: 192023240352257658 on 18-01-2024, Amount Rs: 21/-, Bank: SBI EPay ( SBIPay), Ref. No. 9200611401040 on 18-01-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 20.00/- by online = Rs 10,020/-

Description of Stamp  
1. Stamp: Type: Impressed, Serial no 2279, Amount: Rs.20.00/-, Date of Purchase: 16/01/2024, Vendor name:

SOUMYA BANERJEE  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 18/01/2024 9:10AM with Govt. Ref. No: 192023240352257658 on 18-01-2024, Amount Rs: 10,020/-, Bank: SBI EPay ( SBIPay), Ref. No. 9200611401040 on 18-01-2024, Head of Account 0030-02-103-003-02

  
**Provash Adhikary**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. HOWRAH**  
Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 0502-2024, Page from 38159 to 38197  
Deed No 050200636 for the year 2024.



Digitally signed by PROVASH ADHIKARY  
Date: 2024.02.20 19:25:27 +05:30  
Reason: Digital Signing of Deed.

(Signature)  
ADHIKARY) 20/02/2024  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OF THE A.D.S.R. HOWRAH  
West Bengal.