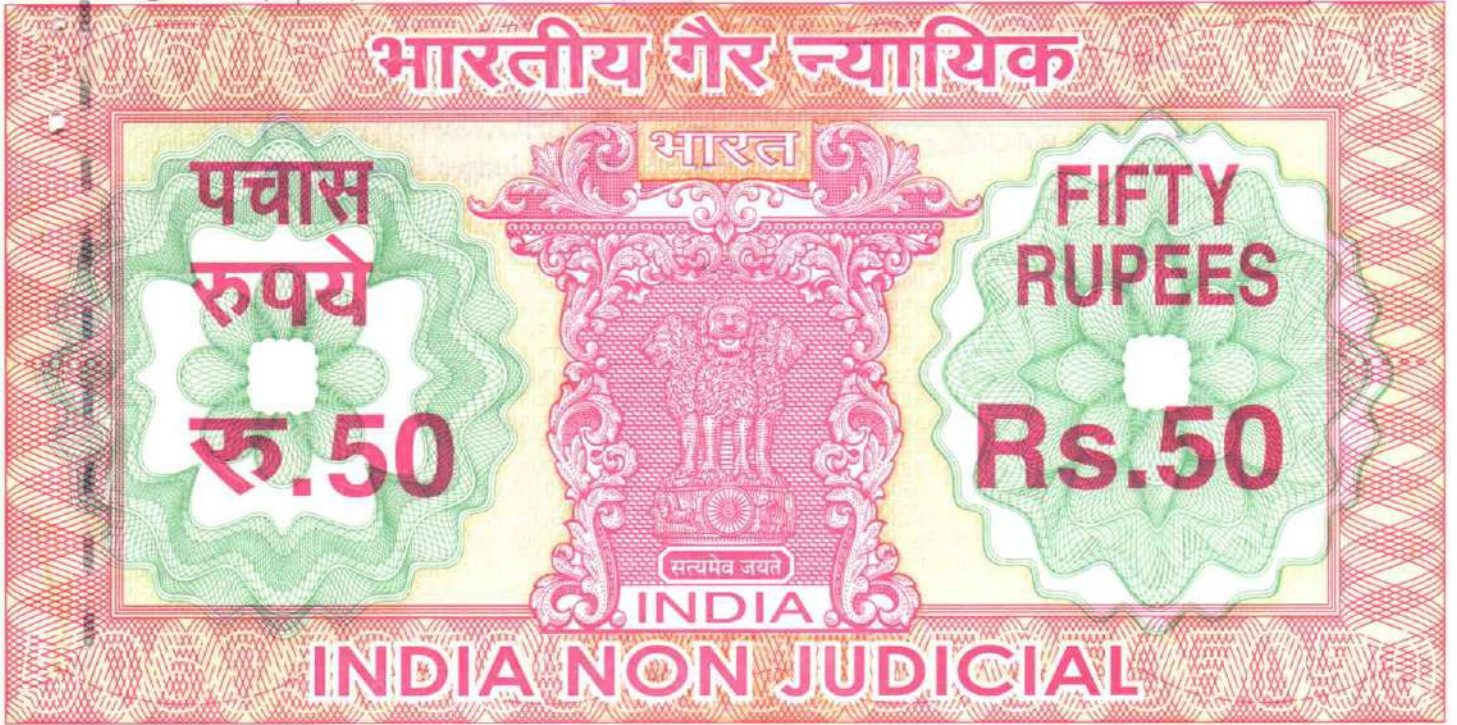


01109/24

ASOS 11/11/24

E-1206/2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 701724

29/1
8-112735

Certified that the document is admitted for Registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

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

29 JAN 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 29th day of January, Two Thousand and Twenty Four (2024) A.D.

BETWEEN

25 JAN 2024

Sl. No. 2012 Rs. 50/- Date
Name
Address
Vendor Sign: *Shekhar ch. Halder*

D. CHOWDHURY (Adv.)
Alipore Judges' Court, Kol-27

Shekhar Halder
Licensed Stamp Vendor
Alipore Judges' Court
Kolkata-700027

স্বাক্ষরিত হইয়াছে
২০১২ সালের ২০ জানুয়ারি
২০১২ সালের ২০ জানুয়ারি
২০১২ সালের ২০ জানুয়ারি

২০১২ সালের ২০ জানুয়ারি
২০১২ সালের ২০ জানুয়ারি
২০১২ সালের ২০ জানুয়ারি



District Sub Magistrate-II
Alipore, South 24 Parganas
29 JAN 2024

SRI SANJOY GHOSH, (PAN: ATIPG5262D, AADHAAR NO. 4540 7901 6054), son of Late Pratul Chandra Ghosh, by faith-Hindu, Nationality-Indian, by Occupation: Retired, residing at 257/4, S.N. Roy Road, Post Office : Sahapur, Police Station : Behala now New Alipore, Kolkata – 700 038, District : South 24 Parganas, hereinafter called and referred to as the “**OWNER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

CANOPAS BUILDTECH PRIVATE LIMITED, (PAN : AALCC0497P) a Private limited company firm, having its registered office at 15/2 Raja Ram Mohan Roy Road, Post Office-Barisha, Police Station– Behala, Kolkata-700008, represented by its Directors are – (1) **SRI DEBASHIS BHOWMICK**, (PAN: AHEPB7356D, AADHAAR NO. 7658 7121 8757) son of Late Sunil Chandra Bhowmick, by faith– Hindu, by occupation – Business, residing at 26/B, Motilal Gupta Road, Post Office-Barisha, Police Station: Haridevpur, Kolkata-700008; (2) **SRI DIBYENDU CHANDRA**, (PAN-ADBPC1323L, AADHAAR NO. 6764-1920-9633), Son of Late Dibakar Chandra, by faith : Hindu, by occupation: Business, Nationality : Indian, resident of 15/2 Raja Ram Mohan Roy Road, Post Office: Barisha & Police Station : Behala, Kolkata 700008, District : South 24 Parganas; and (3) **SMT. SAHELI CHOWDHURY** (PAN: CRYPS4151D, AADHAAR NO. 2053 0771 8756) w/o Sri Ranadeb Chowdhury by faith : Hindu, by occupation: Business, Nationality : Indian, resident of E-8/303, Peerless Nagar, Post Office- Sodepur, Police Station: Khardah, Panihati (m), North 24 Parganas, Kolkata-700144, hereinafter called and referred to as the “**DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, legal representatives and assigns) of the **OTHER PART**.

AND WHEREAS one Anath Bandhu Jana and Atul Krishna Jana were the joint absolute owners in respect of **ALL THAT** landed property lying and situated in C.S. Dag No. 144, under C.S. Khatian No. 374 of Mouza – Punja Sahapur, J.L.9, R.S. No. 184, Touzi Nos.93 and 101, Pargana – Magura, Police Station : Behala, District : 24-Parganas, within the territorial limits of South Suburban Municipality now within the territorial limits of the Kolkata Municipal Corporation.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 02.03.1935 the said Anath Bandhu Jana and Atul Krishna Jana sold, transferred and conveyed **ALL THAT** landed property lying and situated in C.S. Dag No. 144, under C.S. Khatian No.374 of Mouza – Punja Sahapur, J.L.9, R.S. No. 184, Touzi Nos.93 and 101, Pargana – Magura, Police Station : Behala, District : 24-Parganas, within the territorial limits of South Suburban Municipality now within the territorial limits of the Kolkata Municipal Corporation, unto and in favour of Pratap Chandra Ganguly and Dasurathi Ganguly. The said Deed of Conveyance was registered in the Office of District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 35, Page Nos. 73 to 82, Being No. 790, for the year 1935.

AND WHEREAS after purchase as aforesaid, the said Pratap Chandra Ganguly and Dasurathi Ganguly owned and possessed of it as joint owners each having undivided 50% share therein and enjoying the same by paying taxes and khazna to the appropriate authority.

AND WHEREAS during the lifetime of the said Pratap Chandra Ganguly executed and registered Will dated 22.04.1937 in respect of his undivided 50% share of aforesaid property bequeathing it in favour of his son Biharilal Ganguly whereby and where under he appointed Biharilal Ganguly as executor to obtain probate of the Will.

AND WHEREAS the said Pratap Chandra Ganguly died testate on

Shank.

Sanjay

07.02.1944 leaving behind his last Will dated 22.04.1937 and after the demise of the said Pratap Chandra Ganguly, his son namely, Biharilal Ganguly filed application for obtaining probate of the Will and subsequently on contentious, registered as O.S. Case No.66 of 1937 and after completion of all formalities, the Probate of the Will of Pratap Chandra Ganguly dated 22.07.1937 was granted, in favour of Biharilal Ganguly.

AND WHEREAS in terms of the Will and its probate the said Biharilal Ganguly become the owner of undivided 50% share of the aforesaid property.

AND WHEREAS after the demise of Dasurathi Ganguly, the said Biharilal Ganguly and the heirs of Dasurathi Ganguly were jointly seized and possessed of the afore said property as joint owners.

AND WHEREAS disputes arose by and between Biharilal Ganguly and the heirs of Dasurathi Ganguly and as a result whereof by virtue of a registered Deed of Partition dated 12.11.1960, the said Biharilal Ganguly and the heirs of Dasurathi Ganguly partitioned the property by meets and bounds. The said Deed of Partition was registered at the office sub-Registrar Alipore and entered in Book No. 1, Volume No. 38, Pages from 97 to 102, Being No. 3527, for the year 1960.

AND WHEREAS by virtue of the said Deed of Partition, the said Biharilal Ganguly become the owner in respect of **ALL THAT** piece and parcel of land measuring 1 Bigha 1 Cottah 4 Chittacks 42 Square Feet, be the same or a little more or less, lying and situated in C.S. Dag No. 144, under C.S. Khatian No. 374 of Mouza - Punja Sahapur, J.L.9, R.S. No. 184, Touzi Nos. 93 and 101, Pargana - Magura, Police Station : Behala, District: 24-Parganas and seized and possessed of the same as owner and enjoying the same without interruption of anybody else.

AND WHEREAS the said Biharilal Ganguly got his name mutated in respect of the property in the records of the South Suburban

Ghosh.
Sanjay

Municipality and the property has since been known as Municipal Holding No. 257/263, S.N. Roy Road, in its Ward No. 14.

AND WHEREAS the said Biharilal Ganguly divided the aforesaid property into several tiny plots of land of different measurement open out path and passage (except land measuring 3 Cottahs 11 Chittacks) and offer to sale to the intending buyers.

AND WHEREAS by virtue of a registered Deed of Sale dated 19.06.1970 the said Biharilal Ganguly as Vendor sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring 3 Cottahs 1 Chittacks, be the same or a little more or less lying and situated in C.S. Dag No. 144, under C.S. Khatian No. 374 of Mouza - Punja Sahapur, J.L. 9, R.S. No. 184, Touzi Nos. 93 and 101, Pargana - Magura, at and being Municipal Holding No. 257/263, S.N. Roy Road, Police Station : Behala, within the territorial limits of South Suburban Municipality in its Ward No. 14 together with all right of easement facilities and amenities annexed thereto, unto and in favour of Pratul Chandra Ghosh son of Late Atul Chandra Ghosh. The said Deed of Sale was registered at the Office of Joint Sub-Registrar of Alipore at Behala and entered in Book No. I, Volume No. 46, Pages Nos. 282 to 286, Being No. 2551, for the year 1970.

AND WHEREAS after purchasing the aforesaid property, the said Pratul Chandra Ghosh was seized and possessed of the same as owner and constructed a two storied building upon the aforesaid property after obtaining sanction of the building plan from the South Suburban Municipality and enjoying the same without interruption from anybody else and residing there with the members of his family.

AND WHEREAS subsequently the aforesaid house property has included within the territorial limits of the Kolkata Municipal Corporation and the property has since been known as KMC Premises No. 60, S.N. Roy Road corresponding to Mailing Address 257/4, S.N. Roy Road, Police Station : Behala now New Alipore, Kolkata - 700 038, under Ward No. 117.

Ghosh

Sanjay

AND WHEREAS the said Pratul Chandra Ghosh died intestate on 25.01.2012 leaving behind his only son Sanjoy Ghosh as his heir and after the demise of Pratul Chandra Ghosh his inherited the aforesaid house property according to Hindu Succession Act, 1956. Prativa Ghosh wife of Pratul Chandra Ghosh predeceased on 23.04.2008.

AND WHEREAS by virtue of inheritance, Sanjoy Ghosh the present Owner own and possess of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 3 Cottahs 1 Chittack, be the same or a little more or less, whereupon a two storied building standing thereon, lying and situated in C.S. Dag No. 144, under C.S. Khatian No. 374 of Mouza – Punja Sahapur, J.L. 9, R.S. No. 184, Touzi Nos. 93 and 101, Pargana – Magura, at and being KMC Premises No. 60, S.N. Roy Road corresponding to Mailing Address 257/4, S.N. Roy Road, Police Station : Behala now New Alipore, Kolkata-700 038, within the territorial limits of the Kolkata Municipal Corporation, under Ward No. 117, under Assessee No. 41-117-12-0053-6, District: South 24- Parganas, together with all right of easements, facilities and amenities annexed thereto, which has been specifically described in the **SCHEDULE-"A"** hereunder and hereinafter called and referred to as the "**Said Premises**".

AND WHEREAS for want of experience, expertise and also for paucity of funds, the Owner was not in a position to raise multi-storied building upon the said premises as per plan to be sanctioned by the Kolkata Municipal Corporation for which the Owner was in search of a fittest person or concern, who could raise and construct the multistoried building upon the said premises.

AND WHEREAS the Party of the Other Part gained experience in the field of construction as Developer with sound financial standing. Being aware of such intention of the Owner, the Other Part approached the Owner for construction of the proposed building.

Ghosh
Sanjoy

AND WHEREAS being relied upon the aforesaid representation made by the Developer, the Owner has discussed the terms and conditions with the Developer for construction of a multistoried building as per plan to be sanctioned by the Kolkata Municipal Corporation and decided to enter into this Development Agreement incorporating the terms and conditions mentioned hereunder.

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

ARTICLE-I: DEFINITIONS

- 1.1. **OWNER** :- Shall mean **SRI SANJOY GHOSH**, son of Late Pratul Chandra Ghosh, residing at 257/4, S.N. Roy Road, Post Office : Sahapur, Police Station : Behala now New Alipore, Kolkata-700038, and his heirs, executor, legal representatives and assigns.
- 1.2. **DEVELOPER:-** Shall mean **CANOPAS BUILDTEC PRIVATE LIMITED** represented by its Directors are - **SRI DEBASHIS BHOWMICK, SRI DIBYENDU CHANDRA** and **SAHELI CHOWDHURY** and includes its heirs, executors, successor-in-interest and assign.
- 1.3. **TITLE DEEDS:-** Shall mean all the documents of title and Ownership relating to the said premises and the same shall be handed over in original by the Owner to the Developer simultaneously on execution of this Agreement. The Developer shall acknowledge to receipt of those original documents on tendering of the same.
- 1.4. **SAID PREMISES:-** Shall mean **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 1 (one) Chittacks, be the same or a little more or less, whereupon a two storied building standing thereon, lying and situated in C.S. Dag No. 144, under C.S. Khatian No. 374 of Mouza - Punja Sahapur, J.L.9, R.S. No. 184, Touzi Nos.93 and 101, Pargana- Magura, at and

Ghosh

Sanjoy

being KMC Premises No. 60, S.N. Roy Road corresponding to Mailing Address 257/4, S.N. Roy Road, Police Station : Behala now New Alipore, Kolkata-700 038, within the territorial limits of the Kolkata Municipal Corporation, under Ward No. 117, under Assessee No. 41-117-12-0053-6, District: South 24-Parganas, together with all right of easements, facilities and amenities annexed thereto, as more fully and particularly mentioned and described in the **SCHEDULE-"A"** hereunder written.

- 1.5 **BUILDING:-** Shall mean a ground plus three (G+3) storied building for residential purpose comprising of self contained flats/ garages and commercial spaces/ residential spaces in the ground floor to be constructed upon the said premises as per sanction plan to be sanctioned by the Kolkata Municipal Corporation (the competent authority) and any further constructed area or, floors to be and as may be sanctioned by the said municipal corporation.
- 1.6 **OWNER'S ALLOCATION:-** Shall mean saleable area as has been mentioned in the **SCHEDULE-"B"** hereunder in this development agreement, a sum of Rs.30,00,000/- (Rupees Thirty lacs) and an additional sum of Rs. 19,00,000/- (Rupees Nineteen lacs) according to the terms as mentioned in **SCHEDULE-"B"**, and shall also mean the proportionate share of the extended saleable area detected during development and/ or construction work.
- 1.7 **DEVELOPER'S ALLOCATION:-** Shall mean saleable area and has been mentioned in the **SCHEDULE-"C"** hereunder in this development agreement.
- 1.8 **COMMON AREAS, PORTIONS, FACILITIES & AMENITIES:-** Shall mean and include the entire land on which the proposed building is to come up, roof top, common basements, terraces, corridors, hall ways, stair case /ways, passage ways, drive

Behala
Sanjoy

ways, pumps space, accommodation for the watch and ward or for the lodging of community services personnel, underground water reservoir, septic tank, overhead water tank, stair and stair landing on all floors, lifts, lift well, lift landing on all floors, lift lobbies, fire escapes, common entrance and exits of the building, common storage spaces, water pump and motor, fans, compressors, sumps, central services for electricity, water, gas, sanitation and all other common facilities and amenities which may be set up and established by the Developer herein at its discretion and/or as advised by the competent authority and as may be reasonably required and feasible for the establishment, enjoyment, maintenance and/or management of the building and land there under and such other common facilities and amenities as are in future, after the building is complete and possession handed over to the respective allottees/buyers and their association/society is formed for the maintenance of the building and premises, mutually agreed and settled between the Owner/allottees of the various units/floors/ flats/spaces, and which have been mentioned and described in the **SCHEDULE "D"** hereunder.

- 1.9 **COMPETENT AUTHORITY**: shall mean the Kolkata Municipal Corporation, Government of West Bengal having at present the authority and powers to give permission for development of the said premises and to construct building(s) there at and thereon as per building and other related plans to be sanctioned and approved by them or such other authority or authorities as are notified by the government in future for the said purposes.
- 1.10 **SANCTION PLAN**: Shall mean the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan and such other plans and includes structural designs, if applicable, permissions such as

Sanjay Ghosh

environment permission and such other permissions, which are approved by the competent authority prior to the start of development/construction of the building at the said premises.

- 1.11 **APARTMENT(S)**: Shall mean and include dwelling units and flats as are created/built/constructed in the proposed building by the Developer for sale, transfer and/or use for residential or commercial or business or professional or occupational purposes or for any other related and ancillary purpose as per sanction plan of the competent authority.
- 1.12 **CAR PARKING AREAS/GARAGES**: Shall mean areas/ spaces whether covered, uncovered or open, as are sanctioned by the competent authority in the proposed Building for parking of two wheelers, motor cars and vehicles and for use as garages for other means of conveyances.
- 1.13 **SALEABLE SPACE**: Shall mean apartment(s) (being the dwelling and other units/floors/flats/car parking area) in the building (s), to be developed/constructed by the Developer under this development agreement and which are available for independent dwelling, residence, use, occupation and enjoyment after making due provisions for common areas and facilities and the space required for such common facilities.
- 1.14 **COMMON EXPENSES**: Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the common parts/areas as also meeting of the common expenses and matters relating to mutual rights and obligations of the Developer and the Owner herein including their nominees/assignees and also including the intending allottees of the Apartments and the common use and enjoyment thereof and which have been mentioned in the **SCHEDULE-"E"** hereunder.
- 1.15 **ARCHITECT**: Shall mean such person or persons, registered

Global
Sanjay

under the provisions of the Architect Act, 1972, who may be entrusted and/or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and premises as aforesaid.

- 1.16 **BUILT UP AREA**: Shall mean and include the covered area of the unit/ apartment/flat and including external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan to be Sanctioned by the competent authority being the Kolkata Municipal Corporation.
- 1.17 **CARPET AREA**:-Shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment(s).
- 1.18 **TRANSFEROR**: Shall mean the Owner and the Developer herein who intend to sell and transfer the apartments, out of the saleable areas being allocated to them respectively in this agreement, to the intending allottees (being the intending buyers/allottees/purchasers/users) together with undivided proportionate share of the land and right to use the common space in the building to be built on the said premises.
- 1.19 **ALLOTTEE**: Shall mean the individual, person, firm, limited or private limited company, limited liability partnership, society, any other authorized entity or an Association of persons to whom Apartment (s)/ and/or car parking spaces in the building are and have been allotted, sold and or transferred by the Developer and/or Owner, out of their respective shares/allocations and include such persons who subsequently acquire the said allotment of apartments through sale, transfer or otherwise but shall not include a person to whom the apartment is given on rent.
- 1.20 **TRANSFER**: Shall mean with its grammatical variation and

Chosh
Sanjay

include transfer by possession and by any other means adopted for effecting what is legally termed as a transfer of any property/ apartment/ building/flat/unit/car parking or garage area to the Allottee (s) thereof in terms of transfer of property act 1882 and/or any other applicable law.

- 1.21 **NOTICE**: - Shall mean and include all notices to be served hereunder by either of the parties to the other and such notices shall deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the concerned party hereto.
- 1.22 **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.
- 1.23 **PARTIES**: shall collectively mean both Owner and Developer herein in the agreement

ARTICLE-II COMMENCEMENT

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

ARTICLE-III: OWNER RIGHTS & REPRESENTATIONS

- 3.1 The Owner hereto are absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 1 (one) Chittack, be the same or a little more or less, whereupon a two storied building standing thereon, lying and situated in C.S. Dag No. 144, under C.S. Khatian No.374 of Mouza – Punja Sahapur, J.L.9, R.S. No. 184, Touzi Nos.93 and 101, Pargana – Magura, at and being KMC Premises No. 60, S.N. Roy Road corresponding to Mailing Address 257/4, S.N. Roy Road, Police Station: Behala now New Alipore, Kolkata-700038, within the territorial limits of the Kolkata Municipal Corporation, under Ward No. 117, under Assessee No. 41-

Sanjay Ghosh

117-12-0053-6, District: South 24-Parganas, together with all right of easements, facilities and amenities annexed thereto.

- 3.2 Save and except the Owner herein nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of and in the said premises.
- 3.3 That the said premises are free from all encumbrances, charges, liens, disputes, claims, attachments, mortgages, power of attorneys, trusts, tenancy rights, legal and court cases whatsoever or howsoever.
- 3.4 That since the day of execution of this agreement and till the completion of the proposed building and sale of all the saleable space; if any person/s claims any kind of right, title and interest in respect of the said premises, the Owner shall be fully liable for the same and pay the amount of expenses and amounts to be or may be incurred and/or paid by the Developer towards the same.
- 3.5 That the Owner has not sold or entered into any agreement for sale and/or development or any other kind of agreement whatsoever or howsoever in respect of the said premises prior to this agreement.
- 3.6 That the said premises are not subject to any notice of acquisition or requisition from any person/authority/govt.
- 3.7 That the Owner did not mutate his name in the records of the B.L. & L.R.O., Government of West Bengal and Kolkata Municipal Corporation.
- 3.8 That there is a two storied building and structure upon the said premises and the Owner is giving liberty to the Developer to demolish the existing building and structure after obtaining sanction of the building plan and all the debris shall go to the Developer and the Developer shall have liberty to sell the said debris to the third party and receive amount and the Owner shall not claim any amount for such debris.

Chandra
Sanjoy

ARTICLE-IV: DEVELOPER'S RIGHT

- 4.1 The Owner herein, hereby grant exclusive rights to the Developer to develop the said premises by way of constructing a building(s) in accordance with the building sanction plan of the competent authority with or without any amendment/change/alterations and/or modifications thereto made or caused to be made by the parties hereto.
- 4.2 That the Developer will pay expenses for obtaining sanction of the building plan and shall bear all expenses towards plan sanction and other applicable fees, building & construction materials, labour cost, legal fees and all construction charges of the building and to complete it in all respects at its own costs or at the cost of the intending Allottee or Allottees including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises and the Owner shall not have any responsibility in these respects.
- 4.3 It is made clear that save and except the share of the Owner in the proposed building and non-refundable amount as mentioned in **SCHEDULE-"B"**, hereunder; all other apartment(s)/car parking areas/garages will be the exclusive property of the Developer herein and if the Developer so desires, the same could be disposed of by the Developer to the prospective buyer(s) at any sale consideration value or price, which the Developer may decide at its sole discretion.
- 4.4 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer other than exclusive rights and license to the Developer for the purpose of development of the said premises in terms hereof and to deal with the Developer's Allocation of the saleable area of the building.

Shobh
Sanjay

- 4.5 The Developer shall have right to publish and issue advertisements or put out hoardings at any place or at the site of the premises to draw the attention of the prospective buyers of the apartment(s)/car parking areas of the proposed building/s.
- 4.6 The Developer shall be at liberty to obtain sanction from the Kolkata Municipal Corporation at its costs and expenses.
- 4.7 If the Developer retain any portions of the Developer's allocation in the proposed building in its name or in the name of its partners, the Developer shall execute and register the Deed of Conveyance in his name on the basis of registered Power of Attorney to be executed and registered by the Owner in favour of the Developer and there is no need to execute and register further Power of Attorney or the Owner will not be present personally to execute any Deed of Conveyance in favour of the Developer or its Parties.
- 4.8 The Developer shall have liberty to demolish the existing building and shall sell all the debris in his discretion to the intending buyer or buyers and receive the entire consideration amount but the Owner shall not claim any amount towards sale of the debris from the Promoter.

ARTICLE-V: CONSIDERATION

- 5.1 In consideration of the Agreement, the Owner has agreed to grant exclusive right of development of the said premises to the Developer and the Developer agrees and/or undertakes to allot the Owner's Allocation and non refundable amount to the Owner as more fully and particularly mentioned in the **SCHEDULE-"B"** hereunder written, while the Developer will have the allocation as per **SCHEDULE-"C"** mentioned hereunder.
- 5.2 It is pertinent to mention herein the Owner will be entitled get the constructed area in the proposed building as mentioned in

Sanjay Ghosh

the **SCHEDULE-B** hereunder. The Developer would pay a sum of Rs.30,00,000/- (Rupees Thirty Lac) followed by an additional sum of Rs. 19,00,000/- (Rupees Nineteen Lac) according to the terms as mentioned in **SCHEDULE-"B"** hereunder.

- 5.3 The Developer shall have full liberty and rights to sell its portion of the saleable area in terms of the Development Agreement to the intending allottees/ buyer/s and to receive the sale consideration/ Advance amount as per its allocation of the saleable area and as mentioned in the **SCHEDULE "C"** hereunder.
- 5.4 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises 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 constructing the building(s) on the said premises and to deal with the Developer's Allocation in the building in the manner herein stated, without creating any liability, financial or otherwise, whatsoever upon the Owner.

ARTICLE-VI: POSSESSION

- 6.1. The Owner shall handover vacant and peaceful possession of the said premises to the Developer within 30(thirty) days from the date of sanction of the building plan but simultaneously on execution of this Agreement handover original papers and documents of Ownership/ title relating to the said premises to the Developer.

ARTICLE-VII: PROCEDURE

- 7.1 Simultaneously on execution and registration of this Agreement, the Owner shall grant proper authority to the Developer by executing and registering a Development Power of Attorney in favour of the Developer in such format as may

Sanjay Choudhary

be required by the Developer for the purpose of construction of the proposed building as per sanction plan of the Competent authority and for development of the said premises and for selling out the unit(s)/floor/flats/car parking area(s) of its share/allocation together with undivided share of the land to the intending allottee/s through Deeds of Conveyance(s), Agreements for Sale(s) and to sign and execute all necessary papers, deeds, documents, etc. in respect of Developer's Allocation of the saleable area only and also to represent the Owner for all purposes in connection with all appropriate and necessary works and deeds/acts before the appropriate authorities, agencies, departments etc provided however the same shall not create financial liabilities upon the Owner. The Developer shall sell its specific apartment(s)/unit(s)/car parking area(s) in its allocation on the basis of the said Power of Attorney and this development agreement to the intending allottees/ buyers.

- 7.2 Apart from the said registered Power of Attorney; the Owner also do hereby undertakes that they shall execute as and when necessary all required papers, deeds, documents, plans etc. for the purpose of development of the said premises, if and as shall be necessary.
- 7.3 The Developer shall keep Architectural building Plan and the Structural Plan in its custody.
- 7.4 Simultaneously on execution of this Development Agreement, the Owner shall also hand over original title deeds, mutation certificate, paid tax receipts and other muniments relating to the title of the said premises to the Promoter. The Developer shall acknowledge to receipt of the same. The Developer shall handover all those and such original documents to the "Owner Association or body" after completion of the building and after the grant of completion /occupancy certificate by the competent authority.

Chob.
Sanjay

- 7.5 The Developer shall execute and register the Agreements for Sale(s) and Deed of Conveyance(s) in respect of its allocated portion of saleable area as mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Allottee(s)/ Nominee(s) as selected and fixed by the Developer, on the basis of the said registered Power of Attorney to be given and executed by the Owner as per para No.7.1 above.
- 7.6 The Developer shall keep the original Development Agreement & Power of Attorney in its custody, while the Owner shall keep a certified copy of the same.
- 7.7 The Developer shall on completion of the building, put the Owner in undisputed possession of the Owner's allocation of the saleable area **TOGETHER WITH** the rights in common facilities and amenities to be enjoyed proportionately with other allottees/buyers/Owner of apartment(s)/unit(s)/car parking space(s). However, the Developer shall hand over possession to buyers from its allocation. The Developer shall have liberty to execute Agreements for Sale(s) and Deeds of Conveyance(s) in respect of its allocation in the proposed building.
- 7.8 That save and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder, the common arrears, facilities and amenities will be jointly possessed and enjoyed by the Owner and the Developer and their heirs and nominees including the intending buyers/allottees/ Owner of the apartments and the Developer shall have exclusive right to dispose of their portions in any manner whatsoever.
- 7.9 The Developer shall be exclusively entitled to its own allocation with the right to transfer, or otherwise deal with or dispose of the same and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation provided that the Developer

Sanjay Chandra

complies with all the terms and conditions to be observed and performed by the Developer under these presents.

7.10 The Developer being the party of the Other Part in the agreement, shall be at liberty with exclusive rights and authority to negotiate for sale of apartment(s)/unit(s)/car parking area(s) together with proportionate share of land (excluding the accommodation provided under Owner's allocation, as mentioned herein before), of the said proposed building on the said premises with any prospective allottees/ buyers on or before or during the course of the construction work of the said building at such sale consideration and price and on such terms and conditions as the Developer may think fit and proper at its sole discretion. It is clearly agreed and declared by the parties herein that the consideration/sale money for such sale and transfer of Promoters allocation as aforesaid, including earnest money or initial payments or part payments thereof shall be received by the Developer directly in its account and the Owner' herein will have no right and share and will not be entitled to any portion thereof.

7.11 The Developer shall be entitled to enter into agreement(s) for sale/s in respect of Developer's allocation on the basis of the registered General Power of Attorney and shall be entitled to sign all necessary papers, documents and agreements for such purpose on behalf of the Owner by virtue of the same registered Development Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.

7.12 The Developer on behalf of the Owner shall execute and register the Deed of Conveyance(s) or sale deeds in favour of the intending Allottees/buyers out of the Developer's allocation of the saleable area of the building and also to convey the undivided proportionate share of the land of the

Chok.
Sanjay

said premises, on the strength of the registered General registered Power of Attorney, however the costs of such conveyance deeds or conveyances or sale deeds including cost of non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Allottees or Allottees or buyers thereof.

ARTICLE-VIII: BUILDING

- 8.1 The Developer shall at its own costs construct, erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and/or as may be recommended by the Architect from time to time.
- 8.2 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 such quality is not inferior to the standards as mentioned in the applicable Building Laws.
- 8.3 The Developer shall install and erect in the said proposed building at the Developer's own costs standard new water pump set with motor, water storage tanks, overhead reservoirs, electric wiring and electrical fittings (BUT excluding fans, geysers, air conditioners and other gadgets) and other facilities as are required to be provided in a building having self-contained apartment(s)/units/car parking areas constructed for sale herein on Ownership basis and as mutually agreed.
- 8.4 The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of cement, all types of steels, bricks other building materials and accessories for the construction of the building as a whole and to similarly apply for and obtain temporary and permanent connections of

Sanjay Choudhary

power, water, drainage sewerage and/or other facilities, if any, available to the new building and other inputs and facilities required for the construction of and enjoyment of the building.

- 8.5 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 along with its various apartment(s)/unit(s)/car parking area(s), therein in accordance with the sanction building plan.
- 8.6 All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility and/or liability in this respect to the Architect.

ARTICLE-IX: COMMON FACILITIES

- 9.1 The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due as and from the date of this agreement till handover of the entire building to the respective allottees.
- 9.2 As soon as the building is completed, the Developer shall after obtaining completion/occupancy certificate from competent authority and drainage connection, give written notice to the Owner requiring the Owner to take possession of their allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any and as are levied on the building as a whole.
- 9.3 The Owner and the Developer shall punctually and regularly

Sanjay
Ghorde

pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon by and 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 of them as the case may be consequent upon a default by Owner or the Developer in this behalf.

- 9.4 Any transfer or any transfer of any part of the Owner's Allocation of the new building shall be subject to the other provisions hereof and the respective transferee/s or allottees shall have to be responsible in respect of the space transferred and to pay the said rates and service and maintenance charges for the common facilities in accordance with law.
- 9.5 The Owner shall not do any acts, deeds or things whereby the Developer shall be prevented or obstructed from construction and completion of the said building, as per approved plan.
- 9.6 Both the Developer and Owner herein shall enjoy their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-X: 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 restrictions shall include the following:-

- 10.1 Neither party shall use or permit the use of their respective allocations in the building or any portion thereof for carrying

Ghorh .
Sanjoy

on any obnoxious, illegal, immoral trade or activity and nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

- 10.2 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 other in this behalf.
- 10.3 Neither party shall transfer or permit to transfer their respective allocations or any portion thereof unless :-
- a. Such party shall have reasonably observed and performed the terms and conditions on their respective part to be observed and/or performed as per this development agreement.
 - b. The proposed transferee(s) shall have given a written undertaking to the effect that such transferee(s) shall remain bound by the terms and conditions hereof and of these presents and further that such transferee(s) shall pay all and whatsoever shall be payable in relation to the area of their respective possession.
- 10.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws, rules and regulations.
- 10.5 The respective allottees/buyers shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any such breach.

Sanjoy Ghosh.

- 10.6 Neither party shall do or cause or permit to be done any act or thing which may render void and violate 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 breach.
- 10.7 No goods or other items shall be kept by either party or by the allottees 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 of users in the corridors and other places of common use in the building.
- 10.8 Neither party and/or the allottees shall throw or accumulate any dirt, rubbish, waste 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.
- 10.9 Either of the parties shall permit the other's agents with or without workmen and others at all reasonable times to enter into and upon the each party's allocation for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, sewer lines, electrical lines, gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XI: OWNER'S OBLIGATIONS

- 11.1 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 their agents, servants, representative or impediment to such construction; the Owner will be liable for such losses and damages.

Check.

Sanjay

- 11.2 The Owner doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said premises in favour of the intending buyers of apartment(s)/unit(s)/car parking space(s)/commercial space in the said building. The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar acts at their own liability and responsibility subject to fulfillment of the Developer's obligation to the Owner as agreed upon herein.
- 11.3 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 date of completion of the construction without the consent in writing of the Developer on and from the date of execution of this development Agreement.
- 11.4 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 or apartment's therein save and except in case of any confirmed illegal acts and default of the Developer. It is recorded herein that the completion period of the proposed building shall be within **24 (twenty four)** months within grace period of **3(three)** months from the date of sanction of the building plan or from the date of handing over vacant possession of the said premises, whichever is later.
- 11.5 The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreement.

Ghorak.

Sanjay

- 11.6 The Owner hereto without being influenced or provoked by anybody do hereby categorically undertake 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 and 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, except otherwise mentioned within this agreement and the Developer shall be at liberty to receive any amounts from any Allottee/Allottees in its own name and to appropriate the said amounts and sale proceeds of the apartment(s)/unit(s)/car parking area(s) of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Developer from the allottee/allottees shall not in any way fasten the Owner with any liability nor shall it create any charge upon the said premises or any part thereof.
- 11.7 As agreed by the Developer, all costs (inclusive of pending taxes if any) relating to the B.L. & L.R.O mutation and the Kolkata Municipal Corporation mutation will be borne by the Owner and the Developer respectively.
- 11.8 The Owner shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Owner's Allocation of the saleable area as mentioned in **SCHEDULE-"B" and also** in respect of apartment(s)/unit(s)/car parking area(s)/commercial space of the intending Allottee/s or buyers who want to purchase and/or buy the same from the Owner out of the Owner's Allocation by availing loan/financial assistance from

Sanjay Ghosh.

commercial banks or financial institutions. The Owner shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without much hassles.

- 11.9 The Owner shall pay expenses for any rectification, correction or declaration in respect of their title, error or omissions in the related deeds and documents and to be present themselves in registration office or any other authorities.

ARTICLE-XII: DEVELOPER'S OBLIGATIONS

- 12.1 The Developer doth hereby agree and covenants with the Owner to complete the construction of the building within **24 (twenty four)** months within grace period of **3 (three)** months from the date of sanction of the building plan or from the date of handing over vacant possession of the said premises, whichever is later and shall deliver unto the Owner the vacant peaceful possession of the Owner's Allocation complete in all respect in a most habitable condition. Time should be essence of the contract.
- 12.2 The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner are prevented from enjoying, selling, assigning and/or disposing of any of the Owner's allocations in the building at the said premises.
- 12.3 The Developer doth hereby agree and covenant with the Owner not to transfer and/or assign the rights and benefits of this development agreement in full or any portion thereof to any party or parties without the consent in writing of the Owner.
- 12.4 The Developer hereby agrees and covenants with the Owner

Sanjay
Ghorshi

not to violate or contravene any of the provisions and rules applicable to the construction of the said proposed building.

- 12.5 The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner's Allocation or any portion thereof to any third party but the Developer may deliver or part with possession of its own allocated portion to any person and can enter into agreement(s) with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.
- 12.6 The Developer shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Promoters' Allocation of the saleable area as mentioned in **SCHEDULE-"C" and also** in respect of apartment(s)/car parking areas/ garages of the intending Allottee/s or buyers, who want to purchase and/or buy the same from the Developer out of the Promoters' Allocation by availing loan/ financial assistance from commercial banks or financial institutions. The Developer shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees* of the apartments to get necessary bank/ institutional loans with ease and without many hassles.
- 12.7 The Developer shall obtain all papers and documents relating to the said premises at its cost and expenses for causing sanction of the building plan from the competent authority. The Owner shall have no liability or responsibility to obtain any documents for causing necessary sanction of the building plan.
- 12.8 The Developer shall not assign this development agreement

Sanjay Chandra

to any other third party without the prior written approval of the Owner.

- 12.9 The Developer at his own cost and expenses obtained all sorts of necessary permissions from the competent authority for construction of the building.
- 12.10 Upon sanction of the building plan, the Developer shall forward to the Owner Party's Copy of all such sanction plan.
- 12.11 In the event of any notice being received and/or legal dispute arising from the Kolkata Municipal Corporation or any statutory body due to deviating the original sanction of the Kolkata Municipal Corporation, the Developer shall keep the Owner forever indemnified and unharmed against such notices or legal action by taking appropriate legal steps including payments of all legal charges, claims and / or all penalty charges arising thereof for all times to come as and from the date of execution of the Development Agreement.
- 12.12 The Developer shall pay the complete rent or license fee for one temporary alternative accommodation in the form of a 3 BHK flat within 0.5 km radius of the scheduled Land/ Premises, to the Owner as mutually agreed between them on and from the date of handing over of the said premises to the Developer. The rent or license fee will be paid by the Developer till the newly constructed building is ready for possession and is fit for habitation. All the incidental charges, if any, relating to the temporary accommodation, except the monthly electricity bill shall be borne by the Developer.
- 12.13 The Developer shall bear all costs related to the to-and-fro shifting (including all incidental charges, transportation cost and labour cost for handling the furnitures, etc.) at the time of handing over of the vacant premises by the Owner to the Developer as well as during the handover of the newly constructed building by the Developer to the Owner during

Chosh

Sanjoy

possession of the newly constructed building.

12.14 The Owner do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises due to the Owner's fault, 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 sorted out.

12.15 The Developer shall act independently in construction of the proposed building and undertake to keep the Owner indemnified from time to time against all third party claims and actions arising out of any act of commission or accident such as loss of life of labours and other persons connected with such construction and allied nature of things relating to the construction of the proposed building at the scheduled land/ premises.

12.16 The Developer at his own cost and expenses shall do the following:-

- a) To obtain sanction of the building plan from the Kolkata Municipal Corporation.
- b) To make construction of the building as per sanction of the building plan.
- c) To obtain completion certificate (CC) from the Kolkata Municipal Corporation after completion of the building, maintaining all existing formalities of KMC including all financial liabilities.

ARTICLE-XIII: OWNER'S INDEMNITY

13.1. The Owner hereby undertakes that the Developer shall be entitled to the to the building(s) to be constructed on the said premises and shall enjoy its allocated space without any interference or disturbances by or on the part of the Owner provided the Developer performs and fulfills the terms and

Sanjoy Ghosh.

conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XIV: DEVELOPER'S INDEMNITY

- 14.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act of accident or omission or commission of the Developer in relation to the construction of the said building and the Developer shall also be fully responsible if the construction fails down due to inferiority of the materials and other latent defects thereto.
- 14.2 The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Promoters' 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-XV: MISCELLANEOUS

- 15.1. The Owner and the Developer have entered into this development Agreement purely as a contract on basis of this joint venture agreement and under no circumstances this shall be treated as partnership and/or Associations of persons in between the Owner and the Promoters.
- 15.2 Immediately after possession of premises is given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanction building plan.
- 15.3 The Owner and Developer shall not be liable for any Income Tax, Goods and Service Tax, Wealth Tax or any other taxes in respect of the each other's allocation and the respective party shall be liable to make payment of the same and keep the other affected party indemnified against all actions, suits,

Chah
Sanjay

proceedings, costs, charges and expenses in respect thereof.

- 15.4 The Developer and/or its nominees/assignees and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owner hereby agree to abide by all the rules and regulations to be framed by any society/ association and/or any other organization which 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 allottees/buyers/ Owner of the respective apartment(s)/ and/or car parking areas/ garages of the said building, after the handover of the possession to them by the Developer and Owner; shall maintain the same themselves and/or through an association/society to be formed for such purpose.
- 15.5 As and from the date of completion of the building; the Developer and/or its transferees/buyers/allottees and the Owner and/or their transferees/buyers/allottees shall each be liable to pay and bear the proportionate charges on account of ground rent, wealth taxes, municipal tax, property tax and other taxes and maintenance charges payable in respect of their respective spaces/flats/ apartments.
- 15.6 In the proposed building to be constructed by the Promoter, the Developer shall provide the following specifications as more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written in the apartments/flats of the Owner share/allocation and the Developer shall solely be responsible for any defects in the items provided. However, the specifications of the apartments and the materials and facilities to be provided in the apartments/spaces in the promoters share/allocation shall be solely decided by the Developer.

Sanjay Chandra

ARTICLE-XVI: FORCE MAJEURE

- 16.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations are prevented by the existence of the **"Force Majeure"** and accordingly shall be suspended from the obligations during the duration of the **"Force Majeure"**.
- 16.2 **"Force Majeure"** shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents, Covid-19 or any other Pandemic which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riots, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labor, any legislation, regulation, ruling or omissions (including delay or failure to grant or get any necessary permissions or sanctions for reasons outside the control of either Party) or for any orders from any authorities/ governments/courts.

ARTICLE - XVII: PENAL CLAUSE

- 17.1. If the Developer fails and /or neglect to complete the construction of the said building within the time period stipulated herein (Time being considered as the essence of this contract) then the Developer shall be liable to pay Rs.2,000/-

Ghorsh

Sanjay

per month compensation to Owner till the completion of the said building.

ARTICLE-XVIII: JURISDICTION

18.1 The Courts (Civil & Criminal) of Kolkata, West Bengal alone shall have the jurisdiction to entertain and determine all actions, suits, disputes and proceedings arising out of this development agreement between the parties hereto.

THE SCHEDULE-"A" ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of land measuring 3 (three) Cottahs 1 (one) Chittack, be the same or a little more or less, whereupon a two storied building standing thereon, measuring covered area 2000 square feet (on the ground floor 1000 square feet, on the first floor 1000 square feet), lying and situated in C.S. Dag No. 144, under C.S. Khatian No. 374 of Mouza- Punja Sahapur, J.L.9, R.S. No. 184, Touzi Nos.93 and 101, Pargana - Magura, at and being KMC Premises No. 60, S.N. Roy Road corresponding to Mailing Address 257/4, S.N. Roy Road, Police Station: Behala now New Alipore, Kolkata - 700 038, within the territorial limits of the Kolkata Municipal Corporation, under Ward No. 117, under Assessee No. 41-117-12-0053-6, District: South 24-Parganas, together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded as follows :-

| | | |
|----------------------------|------------------|---|
| <u>ON THE NORTH</u> | <u>:-</u> | By 49-A and 49-B, Tollygunge Circular Road |
| <u>ON THE SOUTH</u> | <u>:-</u> | By land of Shri Balailal Chatterjee and others |
| <u>ON THE EAST</u> | <u>:-</u> | By 14 feet wide K.M.C Road with partly a drain and partly the land of Shri Sushil Mukherjee |
| <u>ON THE WEST</u> | <u>:-</u> | By 56, Tollygunge Circular Road; |

Sanjay Ghosh.

THE SCHEDULE "B" ABOVE REFERRED TO

(Owner's Allocation)

In lieu of the land of the said premises, the Owner will be entitled to get the following in the manner following:-

- A) **ALL THAT** the entire Second floor consisting of flats/units of the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed thereto.
- B) **ALL THAT** 50% sanction area of the third floor of the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed thereto, to be sold for residential purpose only.
- C) **ALL THAT** one entire individual car parking space and 50% of a second car parking space in the ground floor.
- D) And 50 % of the commercial space/ residential space in the ground floor (as per sanction of the building plan) in the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed thereto.
- E) It is also decided between the Developer and Owner that 50% area of the flat on the third floor, 50% area of the commercial/ residential space in the ground floor and 50% of second car parking space of the Owner's allocation can be sold by the Developer at a sale price to be mutually decided upon by the Owner and the Developer. It is also decided that the Developer also can receive the consideration amount as well as the booking amount. After that the Developer returns back the 50% consideration amount as well as 50% of the booking amount to the Owner.
- F) The Developer shall pay a sum of Rs.30,00,000/- (Rupees

Sanjay Ghosh

Thirty Lac) to the Owner at the time of registration of the Development Agreement and Development Power of Attorney, out of which Rs. 20,00,000/- (Rupees Twenty Lac) will be **FORFEITED (THAT IS NON-REFUNDABLE/NON-DEDUCTIBLE)** and rest Rs.10,00,000/- (Rupees Ten Lac) will be **ADJUSTED**, that is, the Developer **WILL DEDUCT** the sum of Rs. 10,00,000/- (Rupees Ten Lac) after completion of sale procedure of the third floor only (that is it will be deducted from the last installment received from the sale procedure of the Third Floor) and pay the remaining consideration amount of 50% of the sale value of the third floor to the Owner.

- G) As agreed by the Developer, an **ADDITIONAL** sum of Rs. 19,00,000/- (Rupees Nineteen Lacs) will be paid by the Developer to the Owner as a probable sale value against the Owner's share of 50% commercial space/ residential space in the ground floor [probable sale value: Rs. 15,00,000 (Rupees Fifteen Lacs Only)] and 50% of second individual garage in the ground floor [probable sale value: Rs. 4,00,000 (Rupees Four Lacs Only)], within 6 months from the date of registration of the agreement. The **ACTUAL** sale value obtained from the selling of the concerned spaces after completion of selling will be adjusted accordingly by the Owner/ Developer, that is, if it is found that after completion of sale procedure of 50% commercial space/ residential space and 50% of second individual garage, the actual sale value obtained altogether from the selling of both spaces exceeds Rs. 19,00,000 (Rupees Nineteen Lacs), then the Developer will pay the exceeded amount to the Owner. Similarly, if it is found that the actual sale value obtained altogether from the selling of both spaces is less than Rs. 19,00,000 (Rupees Nineteen Lacs), then the Owner will pay the deficit amount to the Developer.

Sanjay Ghosh.

THE SCHEDULE "C" ABOVE REFERRED TO

(Developer's Allocation as per clause-1.7 of Article-I)

Save and except the Owner's allocation and non-refundable amount as mentioned in **SCHEDULE "B"** hereinabove, in lieu of making construction, the Developer is entitled to get rest of the constructed area in the manner following :-

- A) **ALL THAT** the entire First floor consisting of flats/units of the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed thereto, to be sold for residential purpose only.
- B) **ALL THAT** 50% sanction area of the third floor of the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed thereto, to be sold for residential purpose only.
- C) **ALL THAT** 50 % of the commercial/ residential space in the ground floor (as per sanction of the building plan) in the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed thereto.
- D) **ALL THAT** one complete car parking space in the ground floor and 50% of a second car parking space (as per sanction of the building plan) in the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed thereto.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common Areas/ Portions)

- 1. Entrance and exits to the said property and the proposed building.
- 2. Boundary walls and main gate of the said property and proposed building.

Sanjay Ghosh

3. Roof Top of the proposed building/s.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters, pumps & motors will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room, if any.
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 property and the said Building as are necessary for passage and user of the flats/ units in common by the co-owner.
9. Land underneath of the proposed building.
10. Lift and lift machine room.
11. Septic Tank.

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,

Sanjay Ghosh

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 property 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) Electricity 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 (FOR EACH TENEMENT)

A. CONCRETE WORK:

- 1. R.C.C. framed structure as per design.

B. BRICK WORK:

- 1. All external walls to be 200 mm thick with 1:5 cement sand ratio properly cured.
- 2. All internal walls 125 mm and partition wall between the two flats 125 mm thick with 1:5 cement sand ratio properly cured.

Sanjay Ghosh

C. PLASTERING AND FINISHING:

1. All external plaster to be 20 mm thick in 1:5 cement sand ratio properly cured.
2. All internal plaster to be 12 mm thick in 1:5 cement sand ratio properly cured, except ceiling plastering. In case of ceiling plaster, cement sand ratio to be 1:4.

D. DOORS:

1. All door frame to be 2 ½" x 4" made wood properly seasoned.
2. Dimension of all doors to be of the prevalent standard.
3. All main entrance doors should be of Flush Door type with door skin in the both side of the door with all fitting fixing complete including Godrej Lock.
4. All internal doors should be of flush door type, machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete.

E. WINDOWS:

1. All windows are of anodized Aluminum of reputed make with 3.5 mm glass panels with M.S grill of design which is to be mutually agreed upon by the Owner and the Developer.
2. Dimension of all windows to be of the prevalent standard.

F. FLOORING:

1. Vitrified to be laid on all rooms, kitchen, toilets and skirting 4" high and in bath room ceramic tiles to be laid down.

G. PAINTINGS AND DECORATION:

1. Putty finishes on all internal walls over plaster.
2. Two coats of fine white washing to the interior surface of staircase, landing, garage and boundary wall etc. One coats snowcem colour, one coat primer and two weather coats brand (ICI/BARGER) outside of building.

Sanjay Ghosh.

H. SANITARY & PLUMBING:

1. Each toilet is to be provided with:-
 - (a) White porcelain wash basin (Cera/ Hindware or reputed make) with C.P. water fittings (make: Jaquar/ Essco or reputed make)
 - (b) Two-in-one wall mixture (Jaquar) and head shower.
 - (c) White Commode with seat cover and cistern (Cera/ Hindware or reputed make) with all fitting fixtures complete with Commode Shower.
 - (d) Waterproofing will be done by developer.
 - (e) All P.V.C. pipes I.S.I. approved (supreme).

I. KITCHEN:

1. With C.P. waste fitting, P.V.C. waste water pipe and C.P. Connector, C.P. stop and bib cock etc.
2. Kitchen counters will be provided with black stone & Granite and back wall to be finished with colour glazed tile of 3'-0" high along with steel sink on the adjacent wall.

J. ELECTRICITY:

1. All electric wire and cable will be of copper and all specification and workmanship as per I.S. rules including fire proof. All cables for internal wiring should be of Finolex/ Havells make.
2. **BED ROOM**:- 2 light points, 1 fan point and 2 five AMP plug point and 1 A.C. Point will be provided in bed room.
3. **DRAWING & DINING** :- Four light points, two fan points, one 15 Amp for freeze & two 5 AMP plug point for T.V.& Set top box and one 15 AMP plug point for washing machine, One A.C. Point.
4. **TOILET & KITCHEN** :- One light point in each toilet and one

Sanjay Gehlot.

Sanjay

light point in kitchen, two 15 AMP plug point in kitchen and one point for exhaust fan/Chimney in kitchen and toilets and one geyser point in all Toilets. One light point and one calling bell point will be provided entrance of the Main door.

K. LIFT :

4 (four) passenger lift of reputed make.

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

SIGNED SEALED & DELIVERED

by the **PARTIES** in the Presence of :-

WITNESSES:-

1. Rana Deb Ghosh
K.T. 1306, B.T. Road
KOL-700115. P.O. SURENDRANAGAR

Sanjoy Ghosh.

Signature of the **OWNER**

CANOPAS BUILDTECH PVT. LTD.

Dibyendu Chandra

Director

2. Gautam Jana
Allipore Judges Court
K.T. 27

CANOPAS BUILDTECH PVT. LTD.

Saket Choudhary
Director

CANOPAS BUILDTECH PVT. LTD.

Debashis Bhattacharya

Signature of the **DEVELOPER** Director

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs.30,00,000/- (Rupees Thirty Lac) only as from the above named **DEVELOPER** in terms of the Development Agreement as per memo below :-

| Particulars | Amount (Rs.) |
|--|-----------------------|
| Paid by RTGS Reference No 1448678868 dated on 26/01/2024 | 4,00,000/- |
| Paid by RTGS Reference No 1448681042 dated on 26/01/2024 | 20,00,000/- |
| Paid by RTGS Reference No 1448683060 dated on 26/01/2024 | 6,00,000/- |
| TOTAL | Rs.30,00,000/- |

(Rupees Thirty Lac) only.

WITNESSES:

1. Munmun Ghosh
257/4, S.N. Roy Road
Cal - 700038

2. Goutam Jona

Sanjoy Ghosh

Signature of the **OWNER**

**Drafted by and Prepared
in my office :-**

Binay Kumar Seth

Binay Kumar Seth

Advocate

Enrolment No.F/32/13/2017 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 700027.



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



192023240360198378

GRN Details

| | | | |
|------------------------|---------------------|---------------------|---------------------------|
| GRN: | 192023240360198378 | Payment Mode: | SBI Epay |
| GRN Date: | 25/01/2024 17:39:15 | Bank/Gateway: | SBIEpay Payment Gateway |
| BRN : | 8742731012726 | BRN Date: | 25/01/2024 17:40:14 |
| Gateway Ref ID: | 0787002103 | Method: | ICICI Bank - Corporate NB |
| GRIPS Payment ID: | 250120242036019836 | Payment Init. Date: | 25/01/2024 17:39:15 |
| Payment Status: | Successful | Payment Ref. No: | 2000112735/1/2024 |
| [Query No*/Query Year] | | | |

Depositor Details

| | |
|---------------------------|--|
| Depositor's Name: | Mr DEBASHIS BHOWMICK |
| Address: | 26B MOTILAL GUPTA ROAD ,KOLKATA-700008 |
| Mobile: | 8337060038 |
| EMAIL: | dconstruction.2012@gmail.com |
| Period From (dd/mm/yyyy): | 25/01/2024 |
| Period To (dd/mm/yyyy): | 25/01/2024 |
| Payment Ref ID: | 2000112735/1/2024 |
| Dept Ref ID/DRN: | 2000112735/1/2024 |

Payment Details

| Sl. No. | Payment Ref No | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|------------|
| 1 | 2000112735/1/2024 | Property Registration- Stamp duty | 0030-02-103-003-02 | 10021 |
| 2 | 2000112735/1/2024 | Property Registration- Registration Fees | 0030-03-104-001-16 | 30021 |
| Total | | | | 40042 |

IN WORDS: FORTY THOUSAND FORTY TWO ONLY.

PAID



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



250120242036019836

GRIPS Payment Detail

| | | | |
|-------------------|--------------------|---------------------|---------------------|
| GRIPS Payment ID: | 250120242036019836 | Payment Init. Date: | 25/01/2024 17:39:15 |
| Total Amount: | 40042 | No of GRN: | 1 |
| Bank/Gateway: | SBI EPay | Payment Mode: | SBI Epay |
| BRN: | 8742731012726 | BRN Date: | 25/01/2024 17:40:14 |
| Payment Status: | Successful | Payment Init. From: | Department Portal |

Depositor Details

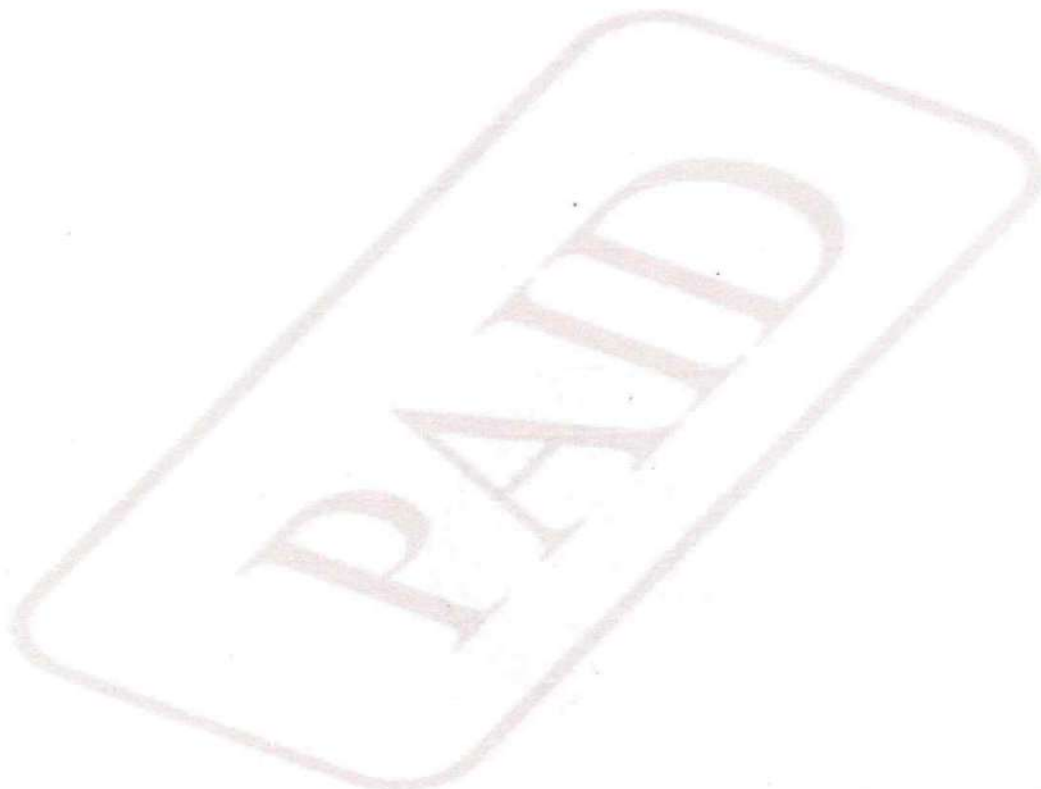
| | |
|-------------------|----------------------|
| Depositor's Name: | Mr DEBASHIS BHOWMICK |
| Mobile: | 8337060038 |







Payment(GRN) Details

| Sl. No. | GRN | Department | Amount (₹) |
|---------|--------------------|---|------------|
| 1 | 192023240360198378 | Directorate of Registration & Stamp Revenue | 40042 |
| Total | | | 40042 |


IN WORDS: FORTY THOUSAND FORTY TWO ONLY.

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



| | | | | |
|---|---|---|---|--|
| 2 | Name Mr DIBYENDU CHANDRA Son of Late Dibakar Chandra Date of Execution - 29/01/2024, , Admitted by: Self, Date of Admission: 29/01/2024, Place of Admission of Execution: Office | Photo  Jan 29 2024 1:05PM | Finger Print  Captured LTI 29/01/2024 | Signature  29/01/2024 |
| 25/2, Raja Ram Mohan Roy Road, City:- , P.O:- Barisha, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx3L, Aadhaar No: 67xxxxxxx9633 Status : Representative, Representative of : CANOPAS BUILDTECH PRIVATE LIMITED (as Directors) | | | | |
| 3 | Name Mrs SAHELI CHOWDHURY Wife of Mr Ranadeb Chowdhury Date of Execution - 29/01/2024, , Admitted by: Self, Date of Admission: 29/01/2024, Place of Admission of Execution: Office | Photo  Jan 29 2024 1:06PM | Finger Print  Captured LTI 29/01/2024 | Signature  29/01/2024 |
| E-8/303, Peerless Nagar,, City:- , P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700144, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CRxxxxxx1D, Aadhaar No: 20xxxxxxx8756 Status : Representative, Representative of : CANOPAS BUILDTECH PRIVATE LIMITED (as Directors) | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|---|---|---|--|
| Mr Goutam Jana Son of Mr Mahitosh Jana Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027 |  29/01/2024 |  Captured 29/01/2024 |  29/01/2024 |
| Identifier Of Mr SANJOY GHOSH, Mr DEBASHIS BHOWMICK, Mr DIBYENDU CHANDRA, Mrs SAHELI CHOWDHURY | | | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-----------------------------|-----------------|---|
| 1 | Mr SANJOY GHOSH | CANOPAS BUILDTECH PRIVATE LIMITED-5.05312 Dec |
| Transfer of property for S1 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mr SANJOY GHOSH | CANOPAS BUILDTECH PRIVATE LIMITED-2000.00000000 Sq Ft |




Land Lord Details :

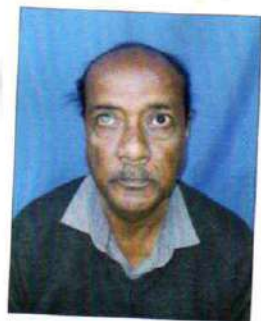
| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|---|---|---|---|--|
| 1 | Name Mr SANJOY GHOSH Son of Late Pratul Chandra Ghosh Executed by: Self, Date of Execution: 29/01/2024 , Admitted by: Self, Date of Admission: 29/01/2024 ,Place : Office | Photo  | Finger Print  Captured LTI 29/01/2024 | Signature  29/01/2024 |
| 257/4, S.n Roy Road, City:- , P.O:- Sahapur, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ATxxxxxx2D, Aadhaar No: 45xxxxxxxx6054, Status :Individual, Executed by: Self, Date of Execution: 29/01/2024 , Admitted by: Self, Date of Admission: 29/01/2024 ,Place : Office | | | | |

Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | CANOPAS BUILDTECH PRIVATE LIMITED 15/2, Raja Ram Mohan Roy Road, City:- , P.O:- Barisha, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 , PAN No.:: AAxxxxxx7P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|--|--|---|---|--|
| 1 | Name Mr DEBASHIS BHOWMICK (Presentant) Son of Late Sunil Chandra Bhowmick Date of Execution - 29/01/2024 , Admitted by: Self, Date of Admission: 29/01/2024, Place of Admission of Execution: Office | Photo  | Finger Print  Captured LTI 29/01/2024 | Signature  29/01/2024 |
| 26/B, Motilal Gupta Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx6D, Aadhaar No: 76xxxxxxxx8757 Status : Representative, Representative of : CANOPAS BUILDTECH PRIVATE LIMITED (as Directors) | | | | |



Left
Hand

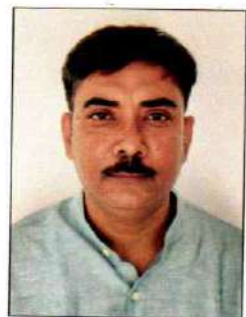
| Thumb | First Finger | Middle Finger | Ring Finger | Small Finger |
|-------|--------------|---------------|-------------|--------------|
| | | | | |
| | | | | |

Right
Hand

NAME:- SRI SANJOY GHOSH

Signature : *Sanjoy Ghosh*

Photo



Left
Hand

| Thumb | First Finger | Middle Finger | Ring Finger | Small Finger |
|-------|--------------|---------------|-------------|--------------|
| | | | | |
| | | | | |

Right
Hand

NAME:- SRI DEBASHIS BHOWMICK

Signature : *Debashis Bhowmick*



Left
Hand

Right
Hand

| Thumb | First Finger | Middle Finger | Ring Finger | Small Finger |
|-------|--------------|---------------|-------------|--------------|
| | | | | |
| | | | | |

NAME:- SRI DIBYENDU CHANDRA

Signature : *Dibyendu Chandra*

Photo



Left
Hand

Right
Hand

| Thumb | First Finger | Middle Finger | Ring Finger | Small Finger |
|-------|--------------|---------------|-------------|--------------|
| | | | | |
| | | | | |

NAME:- SMT. SAHELI CHOWDHURY

Signature : *Saheli Chowdhury*

Major Information of the Deed

| | | | |
|--|---|---|------------|
| Deed No : | I-1602-01206/2024 | Date of Registration | 29/01/2024 |
| Query No / Year | 1602-2000112735/2024 | Office where deed is registered | |
| Query Date | 14/01/2024 4:30:23 PM | D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas | |
| Applicant Name, Address & Other Details | KUNTAL DUTTA Village- Tutranga,Thana : Belda, District : Paschim Midnapore, WEST BENGAL, PIN - 721424, Mobile No. : 8240679455, Status :Buyer/Claimant | | |
| Transaction | | Additional Transaction | |
| [0110] Sale, Development Agreement or Construction agreement | | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 30,00,000/-] | |
| Set Forth value | | Market Value | |
| | | Rs. 82,40,627/- | |
| Stampduty Paid(SD) | | Registration Fee Paid | |
| Rs. 10,071/- (Article:48(g)) | | Rs. 30,053/- (Article:E, E, B) | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: S. N. Roy Road, Road Zone : (Buroshibatala Main Road -- T.C. Rd/ Premises not Located on Road) , , Premises No: 60, , Ward No: 117 Pin Code : 700038

| 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 | 3 Katha 1 Chatak | | 68,90,627/- | Width of Approach Road: 14 Ft., |
| Grand Total : | | | | 5.0531Dec | 0 /- | 68,90,627 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 2000 Sq Ft. | 0/- | 13,50,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Floor No: 1, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| | Total : | 2000 sq ft | 0 /- | 13,50,000 /- | |

Endorsement For Deed Number : I - 160201206 / 2024

On 29-01-2024

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 12:10 hrs on 29-01-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr DEBASHIS BHOWMICK ,.

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 82,40,627/-

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

Execution is admitted on 29/01/2024 by Mr SANJOY GHOSH, Son of Late Pratul Chandra Ghosh, 257/4, S.n Roy Road, P.O: Sahapur, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Retired Person

Indetified by Mr Goutam Jana, , , Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 29-01-2024 by Mr DEBASHIS BHOWMICK, Directors, CANOPAS BUILDTECH PRIVATE LIMITED (Private Limited Company), 15/2, Raja Ram Mohan Roy Road, City:- , P.O:- Barisha, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Goutam Jana, , , Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 29-01-2024 by Mr DIBYENDU CHANDRA, Directors, CANOPAS BUILDTECH PRIVATE LIMITED (Private Limited Company), 15/2, Raja Ram Mohan Roy Road, City:- , P.O:- Barisha, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Goutam Jana, , , Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 29-01-2024 by Mrs SAHELI CHOWDHURY, Directors, CANOPAS BUILDTECH PRIVATE LIMITED (Private Limited Company), 15/2, Raja Ram Mohan Roy Road, City:- , P.O:- Barisha, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Goutam Jana, , , Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 30,053.00/- (B = Rs 30,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 30,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/01/2024 5:40PM with Govt. Ref. No: 192023240360198378 on 25-01-2024, Amount Rs: 30,021/-, Bank: SBI EPay (SBlePay), Ref. No. 8742731012726 on 25-01-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 10,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 701724, Amount: Rs.50.00/-, Date of Purchase: 25/01/2024, Vendor name: S C Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 25/01/2024 5:40PM with Govt. Ref. No: 192023240360198378 on 25-01-2024, Amount Rs: 10,021/-, Bank: SBI EPay (SBlePay), Ref. No. 8742731012726 on 25-01-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 62908 to 62962

being No 160201206 for the year 2024.



Suman

Digitally signed by Suman Basu
Date: 2024.02.07 17:18:58 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 07/02/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS

West Bengal.