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भारतीय गैर न्यायिक

पंचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

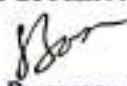
INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AL 286029

13/8
8-2318103

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


District Sub-Register-
Alipore, South 24-Parganas

3 AUG 2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 13th day of
August, Two Thousand and Twenty Five (2025) A.D.

B E T W E E N

12 AUG 2025

100 501
one A. K. Seth
Address
Vendor Sign. *Mekhas Ch. Gildas*

(ADV)
ALPORE JUDGES'

(ADV)
ALPORE JUDGES' COURT

Received part
payment of rupees
Fifteen Thousand Cash
13/01/26

B. C. Halder
Licensed Stamp Vendor
Alipore Judges Court
Kolkata-700027

Part payment
received 4 lakhs
(20000/-) on 01.09.2025
Bibha Banerjee

Part payment on 01.12.2025
the sum of Rs 20000/- (Twenty lakhs only)
Bibha Banerjee

Part payment on 01.03.2026 by
Cash Rs 10000/- (One lakh only)
Bibha Banerjee



District Sub Registrar-II
Alipore, South 24 Parganas
13 AUG 2025

(1) **SMT. RINA BANERJEE**, (PAN: AKSPB3948C, AADHAAR NO. 9582 7809 3774), wife of Late Gourdas Banerjee, by faith-Hindu, by Nationality-Indian, by occupation-Housewife, residing at 123, Roy Bahadur Road, Post Office- Behala, Police Station-Behala, Kolkata-700034; (2) **SMT. SARBANI CHAKRABORTY**, (PAN: BEPPB4811N, AADHAAR NO. 3991 0874 0229), wife of Sri Shoumitra Chakraborty, by faith-Hindu, by Nationality-Indian, by occupation-Housewife, residing at F-001, Hermes Drome, Viman Nagar, Post Office- Viman Nagar, Police Station- Viman Nagar, Pune- 411014; (3) **SMT. INDRANI BASU**, (PAN: BXQPB3747K, AADHAAR NO. 3756 5764 4088), wife of Sri Ayan Basu, by faith-Hindu, by Nationality-Indian, by occupation-Housewife, residing at 84/2/1, Ichapur Road, Kadamtala, Howrah, Post Office- Kadamtala, Police Station- Bantra, Howrah-711101 and (4) **SRI BIBHASH KARMAKAR alias BIKASH KARMAKAR alias KARFU**, (PAN : HYRPK1060G, AADHAAR NO. 6915 1108 0539) son of Late Binoy Krishna Karmakar, by faith: Hindu, by occupation: Service, Nationality-Indian; residing at 11/3, Gobinda Sen Lane, Bowbazar, Post Office : Bowbazar, Police Station : Muchipara, Kolkata - 700 012, hereinafter jointly called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

SRI SWAPAN PAUL (PAN: AFYPP8192F, AADHAAR NO.2277 1304 7424), son of Late Ram Chandra Paul, by Faith: Hindu, by Nationality: Indian, by Occupation: Business residing at 26, Sahapur Main Road, Post Office-Sahapur, Police Station: Behala, Kolkata-700038, District: South 24-Parganas, (hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Bibhuti Bhusan Pal was owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 12(twelve) decimals, be the

same or a little more or less, whereupon building and structure standing thereon, lying and situate in R.S. Dag No. 3505, under R.S. Khatian No. 168, of Mouza-Sahapur, J.L. No.8 (now 108), Touzi Nos. 93 and 101, at and being Municipal Holding No. 123, Roy Bahadur Road, Police Station- Behala, within the territorial limits of South Suburban Municipality, Calcutta, District: South 24 Parganas, together with all rights of easements facilities and amenities annexed thereto.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 13.03.1961, the said Bibhuti Bhusan Pal sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 12(twelve) decimals, be the same or a little more or less, whereupon building and structure standing thereon, lying and situate in R.S. Dag No. 3505, under R.S. Khatian No. 168, of Mouza-Sahapur, J.L. No.8 (now 108), Touzi Nos. 93 and 101, at and being Municipal Holding No. 123, Roy Bahadur Road, Police Station- Behala, within the territorial limits of South Suburban Municipality, Calcutta, District: South 24 Parganas, together with all rights of easements facilities and amenities annexed thereto, unto and in favour of Gokul Chand Pal. The said Deed of Conveyance was registered at the office at District Joint Sub-Registrar at Alipore and entered in Book No. I, Volume No. 46, Pages from 228 to 232, being No. 2294 for the year 1961.

AND WHEREAS out of the aforesaid property, by virtue of a registered Deed, the said Gokul Chand Pal, sold away land measuring 2 Cottahs 8 Chittacks, be the same a little more or less, unto and in favour of Binay Krishna Karmakar.

AND WHEREAS after selling of the aforesaid property, the said Gokul Chand Pal, retained land measuring 3 Cottahs 14 Chittacks 35 Square Feet, be the same a little more or less was seized and possessed of the same as owner and got his name mutated in respect of house property in the records of Kolkata Municipal Corporation and the house property has since been known as KMC Premises No. 193, Roy Bahadur Road, Police Station- Behala, Kolkata- 700034, within the territorial limits of

Kolkata Municipal corporation, in its ward No. 119 and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of registered Deed of Conveyance dated 14.03.1992, the said Gokul Chand Pal sold, transferred and conveyed to **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 14 (fourteen) Chittacks 35 (thirty five) square feet, whereupon a building standing thereon, lying and situate in R.S. Dag No. 3505, under R.S. Khatian No. 168, of Mouza-Sahapur, J.L. No.8 (now 108), Touzi Nos. 93 and 101, at and being KMC Premises No. 193, Roy Bahadur Road, Police Station- Behala, Kolkata-700034, within the territorial limits of Kolkata Municipal Corporation, in its ward No. 119, District: South 24 Parganas full with tenants together with all rights of easements facilities and amenities annexed thereto unto and in favour of Gourdas Banerjee, son of Kalidas Banerjee and Rina Banerjee, wife of Gourdas Banerjee. The said Deed of Conveyance was registered at the office at Registrar of Assurances of Calcutta and entered in Book No. I, Volume No. 141, Pages from 213 to 223, being No. 5183 for the year 1992.

AND WHEREAS one Hrishikesh Pal was owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 4(four) Cottahs 3(three) Chittacks 9(nine) square feet, whereupon a structure standing thereon, lying and situate in R.S. Dag No. 3505, under R.S. Khatian No.168, of Mouza- Sahapur, J.L. No.8 (now 108), Touzi Nos. 93 and 101, at and being Municipal Holding No.123, Roy Bahadur Road, Police Station-Behala, within the territorial limits of South Suburban Municipality, District: 24 Parganas, together with all rights of easements facilities and amenities annexed thereto.

AND WHEREAS the said Hrishikesh Pal, died intestate on 15.10.1984 leaving behind his two brother Manik Chand Pal and Gokul Chand Pal and one married sister Binapani Dutta, wife of Prafulla Kumar Dutta as his heirs and after demise of Hrishikesh Pal his two brother and one married sister inherited the aforesaid property according to Hindu Succession Act, 1956 each having undivided 1/3rd share in it. It is

pertinent to mention herein that the wife of Hrishikesh Pal predeceased him.

AND WHEREAS after getting the aforesaid house property by virtue of inheritance Manik Chand Pal, Gokul Chand Pal and Binapani Dutta, got their name mutated in respect of house property in the records of Kolkata Municipal Corporation and the house property has since been known as KMC Premises No. 192, Roy Bahadur Road, Police Station-Behala, Kolkata- 700034, within the territorial limits of Kolkata Municipal corporation, in its Ward No.119, and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of another registered deed of conveyance dated 14.03.1992, the said Manick Chand Pal, Gokul Chand Pal and Binapani Dutta sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 3(three) Chittacks 39(thirty nine) Square Feet, be the same or a little more or less, delineated with "Blue" border marked as Lot "C" lying and situated in R.S. Dag No. 3505, under R.S. Khatian No. 168, of Mouza-Sahapur, J.L. No.8 (now 108), Touzi Nos. 93 and 101, at and being part of KMC Premises No. 192, Roy Bahadur Road, Police Station- Behala, Kolkata-700034, within the territorial limits of Kolkata Municipal Corporation, in its ward No. 119, District: South 24 Parganas, together with all rights of easements facilities and amenities annexed thereto unto and in favour of Gourdas Banerjee, son of Kalidas Banerjee and Rina Banerjee, wife of Gourdas Banerjee. The said Deed of Conveyance was registered at the office at Registrar of Assurances of Calcutta and entered in Book No. I, Being No. 5184 for the year 1992.

AND WHEREAS after purchasing the aforesaid two properties by virtue of two registered deeds of conveyance, the said Gourdas Banerjee and Rina Banerjee were jointly seized and possessed of the same as joint owners and got their name mutated and amalgamated in the records of the Kolkata Municipal Corporation and after amalgamation of two properties has since been known as KMC Premises No. 193, Roy Bahadur Road, Police Station- Behala, Kolkata-700034, under Assessee

No. 41-119-07-0193-5, containing land measuring 4(four) Cottahs 2(two) Chittacks 29(twenty nine) Square Feet, be the same or a little more or less, whereupon building standing thereon.

AND WHEREAS the said Gourdas Banerjee dies intestate 26.10.2015, leaving behind his wife Rina Banerjee and two married daughters Sarbani Chakraborty and Indrani Basu as his heirs and after demise of Gourdas Banerjee his wife and two married daughters jointly inherited the aforesaid house property as owners according to Hindu Succession Act, 1956.

AND WHEREAS the Owners namely, Rina Banerjee, Sarbani Chakraborty and Indrani Basu owned and possessed of **ALL THAT** piece and parcel of land measuring 4(four) Cottahs 2(two) Chittacks 29(twenty nine) Square Feet, be the same or a little more or less, whereupon a building standing thereon, lying and situated in R.S. Dag No. 3505, under R.S. Khatian No. 168, of Mouza- Sahapur, J.L. No.8 (now 108), Touzi Nos. 93 and 101, at and being KMC Premises No.193, Roy Bahadur Road, Police Station- Behala, Kolkata-700034, within the territorial limits of Kolkata Municipal Corporation, in its ward No. 119, District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto.

AND WHEREAS after getting the aforesaid property by virtue of inheritance the said Rina Banerjee, Sarbani Chakraborty and Indrani Basu become the joint absolute owners owned and possessed and enjoying the same without interruption from anybody else and got their names mutated in the records of B.L. & L.R.O., Government of West Bengal, under L.R. Khatian Nos. 3073, 3074 and 3082 all under R.S. & L. R. Dag No. 3503 and by paying taxes and khazanas to the appropriate authorities.

AND WHEREAS the said Rina Banerjee, Sarbani Chakraborty and Indrani Basu also got their names mutated in the records of the Kolkata Municipal Corporation under Assessee No. 41-119-07-0193-5 and by paying taxes and outgoings to the appropriate authorities.

AND WHEREAS one Bibhuti Bhusan Pal by virtue of purchase, became the absolute Owner in respect of **ALL THAT** huge landed property lying and situated in R.S. Dag No. 3505, under R.S. Khatian Nos. 147 & 168, of Mouza – Sahapur, J.L. No.8 (now 108) Touzi Nos. 93 and 101, Pargana – Magura, Police Station : Behala, within the then South Suburban Municipality now within the territorial limits of the Kolkata Municipal Corporation, District : 24-Parganas now South 24-Parganas and his name was recorded under Revisional Settlement.

AND WHEREAS by virtue of a registered two Deeds of Sale dated 13.03.1961, the said Bibhuti Bhusan Pal sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 1 Bigha 12 Cottahs, be the same or a little more or less, lying and situated in R.S. Dag No. 3505, under R.S. Khatian No. 147 & 168, of Mouza – Sahapur, J.L. No.8 (now 108) Touzi Nos. 93 and 101, Pargana – Magura, Police Station : Behala, within the then South Suburban Municipality now within the territorial limits of the Kolkata Municipal Corporation, District : 24-Parganas now South 24-Parganas unto and in favour of Sri Hrishikesh Pal and Gokul Chand Pal. The said Deeds of Sales were registered at the office of the Sub-Registrar at Alipore being Nos. 2293 and 2294, for the year 1961.

AND WHEREAS after purchasing the aforesaid property the said Hrishikesh Pal and Gokul Chand Pal became the joint owners of it and got their names mutated in the records of South Suburban Municipality and the property has since been known as Municipal Holding No.123, Roy Bahadur Road and seized and possessed of the same as owners and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 05.02.1974, the said Hrishikesh Pal and Gokul Chand Pal jointly sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 2 Cottahs 8 Chittacks 12 Square Feet be the same or a little more or less lying and situated in R.S. Dag No. 3505, under R.S. Khatian No. 147, of Mouza – Sahapur, J.L. No.8 (now 108) Touzi Nos. 93 and 101, Pargana –

Magura, at and being Municipal Holding No.123, Roy Bahadur Road, Police Station : Behala, within the then South Suburban Municipality now within the territorial limits of the Kolkata Municipal Corporation, District : 24-Parganas now South 24-Parganas unto and in favour of Binoy Krishna Karmakar, son of Late Dr. Rajani Kanta Karmakar. The said Deed of Conveyance was registered in the office Sub-Registrar of Alipore at Alipore and entered in Book No. I, Volume No. 30, Pages from 107 to 112, Being No. 557 for the year 1974.

AND WHEREAS by virtue of purchase, the said Binoy Krishna Karmakar become the owner of the aforesaid property and seized and possessed as owner and enjoying the same without interruption from anybody and outgoings to the appropriate authority and constructed a residential house upon the aforesaid property.

AND WHEREAS the said Binoy Krishna Karmakar constructed a one story building upon the aforesaid property for his residence and his family members.

AND WHEREAS the said Binoy Krishna Karmakar died intestate on 05.04.1980, leaving behind his wife namely, Surabala Karmakar and two sons namely, Bibhash Karmakar alias Bikash Karmakar alias Karfu and Jahar Karmakar and two daughters namely, Swapna Karmakar and Manisha Roy as his heirs and successors and after the demise of the said Binoy Krishna Karmakar his wife, two sons and two daughters inherited the aforesaid property according to Hindu Succession Act, 1956, each having 1/5th share in it.

AND WHEREAS the said Surabala Karmakar died intestate on 23.08.1991, leaving behind her two sons namely, Bibhash Karmakar alias Bikash Karmakar alias Karfu and Jahar Karmakar and two daughters namely, Swapna Karmakar and Manisha Roy as her heirs and successors and after the demise of the said Surabala Karmakar her 1/5th share of the aforesaid property devolve upon her two sons and two daughters according to Hindu Succession Act, 1956, each having 1/4th share in it.

AND WHEREAS the said Jahar Karmakar died intestate on 03.12.2022, as bachelor leaving behind his brother namely, Bibhash Karmakar alias Bikash Karmakar alias Karfu and two sisters namely, Swapna Karmakar and Manisha Roy as his heirs and successors and after the demise of the said Jahar Karmakar her 1/4th share of the aforesaid property devolve upon his brother and two sisters according to Hindu Succession Act, 1956, each having 1/3rd share in it.

AND WHEREAS by virtue of inheritance the said Bibhash Karmakar alias Bikas Karmakar alias Karfu, Swapna Karmakar and Manisha Roy have become the joint owners of the aforesaid house property owned and possessed without interruption of anybody else and paying taxes and outgoings to the appropriate authorities.

AND WHEREAS subsequently, the said property has been included and/or merged with the Kolkata Municipal Corporation and the house property has since been known as KMC Premises No.194, Roy Bahadur Road corresponding to Mailing Address No. 123/1, Roy Bahadur Road, under Assessee No. 41-119-07-0194-7 in its Ward No. 119.

AND WHEREAS by virtue of a registered Deed of Gift dated 25.01.2024, the said Swapna Karmakar and Manisha Roy jointly gifted and assign their undivided 2/3rd share out of **ALL THAT** piece and parcel of land measuring 2 Cottahs 8 Chittacks 12 Square Feet be the same or a little more or less, whereupon one story building standing thereon, lying and situated in R.S. Dag No. 3505, under R.S. Khatian No. 147, of Mouza – Sahapur, J.L. No.8 (now 108) Touzi Nos. 93 and 101, Pargana – Magura, at and being KMC Premises No. 194, Roy Bahadur Road corresponding to Mailing Address No. 123/1, Roy Bahadur Road Police Station : Behala, Kolkata – 700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 119, under Assessee No. 41-119-07-0194-7 together with all right of easement facilities and amenities annexed thereto, unto and in favour of Bibhash Karmakar alias Bikash Karmakar alias Karfu. The said Deed of Gift was registered in the office Additional Registrar of Assurance II at Kolkata and entered in Book No.

I, Volume No. 1902-2024, Pages from 60911 to 60933, Being No. 190201122 for the year 2024.

AND WHEREAS by virtue of inheritance and gift the said Bibhash Karmakar alias Bikash Karmakar alias Karfu become the absolute owner of the aforesaid house property and enjoying the same without interruption from anybody else under Assessee No. 41-119-07-0194-7 and paying taxes and outgoings to the appropriate authorities.

AND WHEREAS the said Bibhash Karmakar alias Bikash Karmakar alias Karfu also got his name mutated in the records of B.L. & L.R.O., Government of West Bengal, under L.R. Khatian No. 3217, all under R.S. & L. R. Dag No. 3503 and by paying taxes and khazanas to the appropriate authorities.

AND WHEREAS Bibhash Karmakar alias Bikash Karmakar alias Karfu owned and possessed **ALL THAT** piece and parcel of land measuring 2 Cottahs 3 Chittacks 26 Square Feet be the same or a little more or less and **ALL THAT** piece and parcel of passage land measuring 4 Chittacks 31 Square Feet be the same or a little more or less, altogether land measuring **ALL THAT** piece and parcel of land measuring 2 Cottahs 8 Chittacks 12 Square Feet be the same or a little more or less, whereupon one story building standing thereon, lying and situated in R.S. & L.R. Dag No. 3505, under R.S. Khatian No. 147, corresponding to L.R. Khatian No. 3217, of Mouza - Sahapur, J.L. No.8 (now 108) Touzi Nos. 93 and 101, Pargana - Magura, at and being KMC Premises No. 194, Roy Bahadur Road corresponding to Mailing Address No. 123/1, Roy Bahadur Road Police Station : Behala, Kolkata - 700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 119, under Assessee No. 41-119-07-0194-7 together with all right of easement facilities and amenities annexed thereto.

AND WHEREAS the KMC Premises No. 193, Roy Bahadur Road and 194, Roy Bahadur Road are contiguous to each other and for the purpose of amalgamation of the two properties into one premises, the Owners decided to exchange their portion of the land by executing and registering Deed of Exchange cum Amalgamation.

AND WHEREAS by virtue of a registered Deed of Exchange cum Amalgamation dated 07.05.2025 the Owners in respect of **ALL THAT** KMC Premises No. 193, Roy Bahadur Road and 194, Roy Bahadur Road, Police Station : Behala, Kolkata – 700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 119, all the terms and conditions mentioned therein. The said Deed of Exchange cum Amalgamation was registered at the office of District Sub-registrar-II, South 24 Parganas and entered in Book No. I, Volume No.1602-2025, Page Nos. 2294564 to 229492, Being No. 06495 for the year 2025.

AND WHEREAS in terms of the Deed of Exchange cum Amalgamation as aforesaid, the owners jointly applied for amalgamation and mutation of the aforesaid two properties into one premises before the Kolkata Municipal Corporation and the authority of the Kolkata Municipal Corporation amalgamated and mutated the names of the owners and after amalgamation, two properties have since been known and numbered as KMC Premises No.194, Roy Bahadur Road, containing land measuring 6(six) Cottahs 10 (ten) Chittacks 41(forty one) square feet, whereupon building and structure standing thereon, under Assessee No.41-119-07-0194-7.

AND WHEREAS the present Owners owned and possessed of **ALL THAT** piece and parcel of land measuring 6(six) Cottahs 10 (ten) Chittacks 41(forty one) square feet, be the same or a little more or less, whereupon a building standing thereon, lying and situated in R.S. & L.R. Dag No. 3505, under R.S. Khatian Nos. 168 and 147, corresponding to L.R. Khatian Nos. 3073, 3074, 3082 and 3217, of Mouza- Sahapur, J.L. No.8 (now 108) Touzi Nos. 93 and 101, Pargana – Magura,, at and being KMC Premises No.194, Roy Bahadur Road, Police Station- Behala, Kolkata-700034, within the territorial limits of Kolkata Municipal Corporation, in its ward No. 119, under Assessee No. 41-119-07-0194-7, 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 referred to as the "**Said Premises**"

AND WHEREAS the said Owners are now desirous of developing the said premises mentioned in **SCHEDULE-"A"** hereunder after demolishing the existing building by constructing thereupon a new Ground plus four storied building in accordance with the sanction building plan to be approved by the Kolkata Municipal Corporation. But due to financial stringency and/or paucity of funds and/or other personal difficulty, the Owners are unable to start the construction of the said building and had been in search of Promoter and/or Developer, who can undertake the responsibility of construction of such building of the said premises at his/her/their own arrangement and expenses.

AND WHEREAS Sri Swapan Paul, gained experience in the field of construction as Developer with sound financial standing and/or background. Being aware of such intention of the Owners, the Developer approached the Owners to enter into joint venture agreement for development of the said premises with a scheme to be formulated by the Owners and to empower the Developer to raise proposed construction and/or the project on the strength of a Development Power of Attorney to be executed separately.

AND WHEREAS having relied upon aforesaid representation made by the Developer, the Owners have discussed the terms and conditions on which the development of the said premises can be undertaken.

AND WHEREAS after prolonged discussion and verifying all the papers and documents and causing search before all the concerned offices and knowing each pros-cons of the said premises, the Developer has agreed to develop it.

AND WHEREAS it is agreed between the parties that the Developer shall construct multistoried building upon the land of the said premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation at its own arrangement, cost and expenses.

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

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

ARTICLE-I: DEFINITIONS

- 1.1. **OWNERS:-** Shall mean and include (1) **SMT. RINA BANERJEE**, (2) **SMT. SARBANI CHAKRABORTY**, (3) **SMT. INDRANI BASU**, and (4) **SRI BIBHASH KARMAKAR alias BIKASH KARMAKAR alias KARFU** and their heirs, executors, administrators, legal representatives and assigns.
- 1.2. **DEVELOPER:-** Shall mean and include **SRI SWAPAN PAUL**, son of Late Ram Chandra Paul, residing at 26, Sahapur Main Road, Post Office-Sahapur, Police Station: Behala, Kolkata-700038, District: South 24-Parganas, include his heirs, executors legal representatives and assigns.
- 1.3. **TITLE DEEDS:** Shall mean and includes original title Deeds, Tax Receipts and other documents relating to the said premises. The Owners shall handover all the original papers and documents to the Developer simultaneously at the time of execution and registration of the Development Agreement and Development Power of Attorney.
- 1.4. **PREMISES:** Shall mean and includes **ALL THAT** piece and parcel of land measuring 6(six) Cottahs 10 (ten) Chittacks 41(forty one) square feet, be the same or a little more or less, whereupon a building standing thereon, lying and situated in R.S. & L.R. Dag No. 3505, under R.S. Khatian Nos. 168 and 147, corresponding to L.R. Khatian Nos. 3073, 3074, 3082 and 3217, of Mouza-Sahapur, J.L. No.8 (now 108) Touzi Nos. 93 and 101, Pargana - Magura,, at and being KMC Premises No.194, Roy Bahadur Road, Police Station- Behala, Kolkata-700034, within the territorial limits of Kolkata Municipal Corporation, in its ward No. 119, under Assessee No.41-119-07-0194-7, District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto, which has been specifically mentioned in **SCHEDULE "A"** hereunder.

- 1.5. **BUILDING** : - Shall mean and include Ground plus four Storied building to be constructed upon the said premises as per sanction plan to be sanctioned by the Kolkata Municipal Corporation.
- 1.6. **OWNER'S ALLOCATION** : - Shall mean and includes which has been mentioned in the **SCHEDULE-"B"** hereunder.
- 1.7. **DEVELOPER'S ALLOCATION**:- Shall mean and includes which and has been mentioned in the **SCHEDULE-"C"** hereunder.
- 1.8. **COMMON FACILITIES & AMENITIES** : Shall and includes corridors, hall ways, stair ways, lift passage way, drive ways, common lavatories, if any, pump space, underground water reservoir, overhead water tank, roof, water pump and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under or mutually agreed upon by the Owners of units/floors /flats/car parking space/spaces which has been specifically been mentioned in the **SCHEDULE "D"** hereunder.
- 1.9. **SALEABLE SPACE**: Shall mean and includes units/ floors/flats/offices/car parking space/spaces in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.10. **COMMON EXPENSES**: Shall mean and includes the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the Owners and their nominees including the intending Purchasers/s and the common use and enjoyment thereof, which has been mentioned in the **SCHEDULE-"E"** hereunder.
- 1.11. **THE ARCHITECT**: Shall mean and includes a company or person who has been appointed by the Developer and shall design and plan the building on the said premises and obtain the required

sanction for construction of such building from the appropriate authorities.

- 1.12. **BUILDING PLAN:** Shall mean and includes such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Kolkata Municipal Corporation and/or any other competent authorities as the case may be.
- 1.13. **BUILT UP AREA :** Shall mean and includes the covered area of the flat, external and internal walls, stairs and stairs landing lift, lift well and columns, as specified in the Plan Sanctioned by the Kolkata Municipal Corporation.
- 1.14. **CARPET AREA :** Shall mean and includes the net usable floor area of an apartment, excluding the area covered by the external work, area under service shafts, exclusive balcony or verandah area, exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.15. **RATIO OF ALLOTMENT:** Save and except the Ground floor of the proposed Ground plus four storied building, the Owners will be entitled to allocated part as mentioned in **SCHEDULE "B"** hereunder while the Developer will be entitled to the allocation as mentioned in **SCHEDULE "C"** hereunder. The Owners shall get only one covered car parking space in the Ground floor while the Developer will be entitled to get entire Ground floor (save and except one Car Parking Space in the Ground floor as Owners' allocation) of the said building.
- 1.16. **TRANSFEROR:** Shall mean and includes in whose favour the Developer intends to sell units/floors/flats/car parking space/spaces in the building together with undivided proportionate share of the land and right to use the common space in multistoried building.
- 1.17. **TRANSFeree:** Shall mean and include the person, firm, limited company or an Association or persons to whom

units/floors/flats/car parking space/ spaces in the building has been transferred.

- 1.18. **TRANSFER:** Shall mean and include with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of multistoried building to Purchasers thereof.
- 1.19. **ROOF/TERRACE:** Shall mean and include the ultimate roof of the said building under Section 3(d) (2) of the West Bengal Apartment Ownership Act, 1972 and it should be treated as one of the common areas and facilities
- 1.20. **NOTICE :-** Shall mean and include all notices to be served hereunder by either of the parties to the other shall be 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 parties hereto.
- 1.21. **SINGULAR:** Shall mean and include plural and vice versa, masculine shall include feminine and vice versa.

ARTICLE-II COMMENCEMENT

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

ARTICLE-III: OWNERS' RIGHT & REPRESENTATION

- 3.1. The Owners hereto absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 6(six) Cottahs 10 (ten) Chittacks 41(forty one) square feet, be the same or a little more or less, whereupon a building standing thereon, lying and situated in R.S. & L.R. Dag No. 3505, under R.S. Khatian Nos. 168 and 147, corresponding to L.R. Khatian Nos. 3073, 3074, 3082 and 3217, of Mouza- Sahapur, J.L. No.8 (now 108) Touzi Nos. 93 and 101, Pargana - Magura,, at and being KMC Premises No.194, Roy Bahadur Road, Police Station- Behala, Kolkata-700034, within the territorial limits of

Kolkata Municipal Corporation, in its ward No. 119, under Assessee No.41-119-07-0194-7, 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 together with all right of easements, common facilities and amenities annexed thereto.

- 3.2. Save and except the Owners nobody else have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.
- 3.3. The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- 3.4. The Owners have not sold, entered into any agreement for sale in respect of the said premises prior to execution of this agreement. This agreement is revocable, subject to the other terms and conditions of this Agreement.
- 3.5. The Developer at its own cost and expenses with the consent and approval of the owners, got their names mutated in the records of the Kolkata Municipal Corporation but the owners shall pay due taxes to the Kolkata Municipal Corporation on or before execution of this Agreement.
- 3.6. The said premises are not subject to any notice or acquisition or requisition.

ARTICLE-IV: DEVELOPER'S RIGHTS

- 4.1. The Owners hereby grant exclusive right to the Developer to develop the said premises by way of constructing multistoried building thereon in accordance with the building plans to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- 4.2. The Owners will co-operate regarding acts of applications, plans, other paper and documents as may be required by the Developer

for the purpose of obtaining sanction plan from the appropriate authority with 15 (fifteen) days advance notice to the Owners by the Developer and the Developer shall bear the expenses for such acts including Architect's Fees.

- 4.3. That the Developer shall pay and bear all expenses towards sanction plan, building material, lawyer, fees and all construction charges of the new building and to complete it in all respects at his own costs or at the cost of the intending Purchaser or Purchasers including architect fees, charges expenses required to be paid or deposited for the purpose of development of the said premises
- 4.4. It is made clear that save and except constructed area as mentioned in **SCHEDULE-"B"**, hereunder and non-refundable amount in lieu of the land of the said premises as owner's allocation, rest constructed area of the proposed building being the units/floors/flats/car parking spaces/spaces as Developer's allocation will be the property of the Developer herein. The Developer shall be at liberty to dispose of the Developer's allocation to the prospective buyers at any consideration or price at the sole discretion of the Developer.
- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer for the purpose of development of the said premises in terms hereof and to deal with the Developer's Allocation.
- 4.6. The Developer shall have right to publish advertisement or hoarding at any place or the site to draw the attention of the prospective buyers of the units/floors/flats/car parking spaces/spaces of the proposed building.

ARTICLE-V: CONSIDERATION

a. In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said premises to the Developer and in lieu of the land of the said premises, the Developer agrees and/or undertakes to hand over to the Owners as mentioned in the **SCHEDULE "B"** hereunder written.

- (i) One self contained flat measuring **950 Square Feet** super built-up area on the **North-Eastern side of the 1st Floor** of the proposed building.
- (ii) One self contained flat measuring **1100 Square Feet** super built-up area on the **South-Western side 2nd floor** of the proposed building.
- (iii) One self contained flat measuring **950 Square Feet** super built-up area on the **North-Eastern side of the 4th floor** of the proposed building.
- (iv) One covered car parking space in the ground floor of the proposed building.

Together with undivided impartible proportionate share of the land.

b. Apart from the owners allocation, the Developer shall pay a sum of Rs.65,00,000/- (Rupees Sixty Five Lac) only as non-refundable amount to the owners in the manner following:-

- 1. Rs.31,00,000/- (Rupees Thirty One Lac) only at the time of execution of this Development Agreement as per memorandum of consideration appended hereunder;
- 2. Rs.15,00,000/- (Rupees Fifteen Lac) only paid by the Developer to the Owners after completion of RCC structure of the proposed building.
- 3. Rs.11,00,000/- (Rupees Eleven Lac) only paid by the Developer to the Owners after completion of brick wall outside and inside plastering of the proposed building.

4. Balance of Rs.8,00,000/- (Rupees Eight Lac) only paid by the Developer to the Owners at the time of handing over the owners' allocation to the owners.
- c. The Developer shall provide alternative tenanted/license accommodation in 3(three) bed room flat with dinning, toilet and kitchen to the Owner No.1 in a nearby location of the said premises and the Developer shall pay the rent or license fee to the owners till handing over possession of the Owners' allocation as aforesaid. Save and except the Owner No. 1, other Owners shall not claim any alternative accommodation during construction of the building.
- d. Save and except constructed area as mentioned in the **SCHEDULE "B"** as Owners' Allocation hereunder, the Developer is entitled to get rest of the constructed area together with undivided impartible and proportionate share of the land of the said premises including all right of easements, common facilities and amenities annexed thereto particularly mentioned in the **SCHEDULE "C"** hereunder.
- e. The Developer shall construct the building upon the land after demolishing the existing structure and the Developer shall at its cost and expenses demolish the existing structure and shall take all the debris and sell it, at their description and the Owners shall not claim any amount from the Developer and the Owners handover possession of the said premises to the Developer.

ARTICLE-VI: POSSESSION

- 6.1. The Owners shall make over possession of the said premises to the Developer within 30(thirty) days from the date of sanction of the building plan subject to providing alternative accommodation by the Developer and the Developer shall tender receipt acknowledging to receipt of the same.

ARTICLE-VII: PROCEDURE

- 7.1 Simultaneously, on execution of the Development Agreement, the owners shall execute and register a Development Power of Attorney in respect of the said premises in favour of the Developer as may be required by the Developer for the purpose of construction of the proposed building as per plan to be sanctioned by the Kolkata Municipal Corporation and for development of the said premises through construction and selling out units/floors/flats/car parking spaces/spaces of the proposed building together with undivided share of the land to the intending purchaser/s through Deed of Conveyance/s and Agreement for Sale/s, and to sign and execute all necessary papers, deeds, documents, modified plans etc. in respect of Developer's Allocation only and for the purpose of development of the said premises and represent the Owners for all purpose in connection with necessary and appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owners.
- 7.2 The Owners do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said premises with 15(fifteen) days advance notice to the Owners by the Developer.
- 7.3 After getting sanction of the building plan, the Developer shall keep the Architectural Plan and Structural Plan in his custody for construction of the building and handover certified copy of sanction plan to the Owners.
- 7.4 The Owners shall handover deeds, paid tax receipts, khajna and death certificate of the previous owners other documents relating to the title of the said premises to the Developer simultaneously on execution of the Development Agreement and Development Power of Attorney. After completion of the building, the developer shall handover the original deeds and documents to the Flat Owners' Association for management of the aforesaid building.

- 7.5 The Developer shall execute and register the Agreement for Sale(s) and Deed of Conveyance(s) in respect of the allocated portion of the Developer mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Purchaser/Nominee to be selected by the Developer, on the basis of the registered Development Power of Attorney to be executed separately.
- 7.6 The Developer shall keep the original Development Agreement and Power of Attorney in his custody and the Owners shall keep the certified copy of the Development Agreement and Power of Attorney in their custody after execution and registration of the Development Agreement and Development Power of Attorney.

ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING

- 8.1. The Developer shall on completion of the building/s handover the Owners' allocation as per the specification given in the **SCHEDULE-"F"** in complete and habitable before handing over possession of the units/floors/flats/car parking spaces/ spaces to the intending purchaser/purchasers in the proposed building to be selected by the Developer.
- 8.2. The Owners will be entitled to transfer or otherwise deal with their allocated in the building and the Owners shall have no right, title interest and/or authority to deal with Developer's Allocation in the proposed buildings.
- 8.3. That save and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder, the common area, facilities and amenities will be jointly possessed by the Owners and the Developer and their heirs and nominees and the Owners and the Developer shall have no right to dispose of their share in common portions in any manner whatsoever. The common areas and facilities cannot be encumbered in any way and it shall remain common to all flat Owners and lawful occupants of the Building.
- 8.4. The Developer being the party of the other Part shall be at liberty with exclusive right and authority to negotiate for sale of

units/floors/flats/car parking spaces/spaces together with proportionate share of land being the Developer's Allocation with any prospective buyer/s on or before or in course of the construction work of the said building/s at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owners herein will have no right and share and will not be entitled to any portion thereof.

- 8.5. The Developer shall be entitled to enter into agreement for sale(s) in respect of Developer's allocation on the basis of the registered General Power of Attorney and entitled to sign all necessary documents on behalf of the Owners. However, such dealing shall not in any manner fasten or create any financial and/or legal liability /responsibility upon the Owners.
- 8.6. The Developer shall execute the Agreement for sale/s, Deed of Conveyance/s in favour of the intending Purchaser/s of the Developer's allocation of the building/s and to transfer the undivided proportionate share of the land on behalf of the Owner, save and except the Owner's allocation, on the strength of the Registered General Power of Attorney. Provided however, the Developer shall not be entitled to deliver possession of the Developer's Allocation and execute and register Deed of Conveyance in favour of the prospective buyers until possession of Owner's Allocation is delivered to the Owners by the Developer. The costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

ARTICLE-IX: BUILDING

- 9.1. The Developer shall at its own costs construct, erect and complete the building at the said premises in accordance with the sanction plan with such materials and with such specification as may be deemed or recommended by the Architect from time to time.
- 9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided the quality of the materials should conform to the standards as mentioned in the Corporation Building Laws & standard approved by the ISI.
- 9.3. The Developer shall install erect in the said building at the Developer's own costs standard new pump set, water storage tanks, overhead and underground water reservoirs, septic tank, electric wiring fittings, lift and other facilities as are required to be provided in a building having self contained units/floors/ flats/car parking space/ spaces and constructed for sale of units/floors/ flats/car parking space/ spaces herein on Ownership basis and as mutually agreed. Overhead and underground water reservoirs and septic tank will be made with concrete structure and size according to the building.
- 9.4. The Developer shall be authorized in the name of the Owners in so far as in necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities at Developer's cost required for the construction of enjoyment of the buildings.
- 9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owners, construct and complete the said proposed buildings in it various

units/floors/flats/car parking spaces/spaces therein in accordance with the sanction building/s plans.

- 9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owners will have no responsibility in this regard.

ARTICLE-X: COMMON FACILITIES

- 10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due and as and from the date of execution of the Development Agreement and upto the handover possession to the Owners.
- 10.2. As soon as the building is completed in conformity with the sanctioned plan and all connections with respect to water, sewerage individual electric connections are obtained the Developer shall give written notice to the Owners requiring the Owners to take possession of the Owners' allocation at the address where the Owners are staying during construction of the proposed multistoried building. Then after expiry of 30 (thirty) days from the date of service of such notice and at all times thereafter the Owners 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 Owners' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building/s if any are levied on the building as a whole.
- 10.3. The Owners shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building, as per approved plan provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.
- 10.4. The Developer 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, the Owners being kept indemnified in case of all claims, penalties and/or disputes arising thereof.

ARTICLE-XI: OWNER'S OBLIGATIONS

- 11.1. The Owners 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 provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed. If any unreasonable interference or hindrance is caused by the Owners causing hindrance or impediment to such construction the Owners will be liable for damages.
- 11.2. The Owners doth hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building/s at the said premises in favour of the intending buyers of units/floors/flats/car parking spaces//spaces in the said building/s provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed. The Owners further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.
- 11.3. The Owners doth hereby agrees 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 to the third party.
- 11.4. The Owners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of units/floors/flats/car parking

spaces//spaces of the said building. It is recorded herein that the completion period of the proposed building including handing over possession of the Allocation of the Owners to the Owners as per **SCHEDULE-"B"** mentioned hereunder by the Developer shall be 24(twenty four) months from the date obtaining sanction of the building plan. The grace period is only for 3 (three) months. Time should be the essence of the contract.

- 11.5. The Owners 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 agreements.
- 11.6. The Owners hereto without being influenced or provoked by anybody do hereby categorically state 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 Owners hereto, the Owners henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the Development Power of Attorney although otherwise mentioned therein and the Developer shall be at liberty to receive any amount from any Purchaser/Purchasers in their own names and to appropriate the said sale proceeds of the units/floors/flats/car parking spaces//spaces of the said building/s at their sole discretion without having any attachment and/or share thereon of the Owners hereto.
- 11.7. The Owners do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises, during the period of Agreement due to Owner's fault, the time for completion of construction of the building should be excluded till the disputes and/or litigation are sorted out.
- 11.8. The Owners do hereby agreed with the Developer that if the Developer retain any possession under Developer's allocation as mentioned in this Agreement and to get ownership of any portion

under Developer's allocation, the owners shall have the obligation to execute and register the Deed of Conveyance in favour of the Developer.

ARTICLE-XII: DEVELOPER'S OBLIGATIONS

- 12.1. The Developer doth hereby agrees and covenants with the Owners to complete the construction of the building upon the said premises mentioned in **SCHEDULE-"A"** hereunder within 24 (twenty four) months from the date of obtaining sanction of the building plan. The grace period for completion of the proposed building is only for 3 (three) months.
- 12.2. The Developer hereby agrees and covenants with the Owners not to do any act deed or things whereby the Owners are prevented from enjoying selling assigning and/or disposing of any of the Owner's allocations in the building/s at the said premises.
- 12.3. The Developer hereby agrees and covenants with the Owners that at the time of preparing of the building plan he shall always consult with the Owners.
- 12.4. The Developer hereby agrees and covenant with the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties.
- 12.5. The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of rules applicable to the construction of the said building.
- 12.6. The Developer hereby agrees and covenants with the Owners not to part with possession of the Owners' allocation or any portion thereof to any third party as agreed upon but the Developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for transfer of any part of its allocated portion in the building to be erected upon the said premises.
- 12.7. 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. Equitable mortgage may be created only out of Developer's Allocation as mentioned in **SCHEDULE-"C"** in respect of units/floors/flats/car parking spaces//spaces of the intending Purchaser/s who wants to purchase and/or buy the same from the Developer out of the Developer's Allocation, only after delivery of possession of the Owners' allocation by the Developer.

- 12.8. The Developer shall not assign the agreement to any other third party.
- 12.9. Upon sanction of the building plan, the Developer shall forward to photocopy of all such sanction plan for the records of the Owner.
- 12.10. 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 Owners forever indemnified and harmless 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.
- 12.11. The Owners 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. If the Owners are unable to handover possession of the said premises within 60 (sixty) days from the date of execution of this Agreement, the time for completion of the building would be counted from the date of handing over possession of the said premises to the Developer.
- 12.12. 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 multistoried building as per sanction of the building plan.
 - c) After completion of building, obtain Completion Certificate from Kolkata Municipal corporation.
 - d) The Developer will at his own costs without creating any financial liability to the Owners, construct and complete the building and the common areas, facilities and amenities on the said land in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation and using standard materials of construction and with workmanship of good quality.
 - e) The Developer will provide electricity connection for the Owners allocation without any financial liability or cost (save and except installation of meter and security deposit).
 - f) The Developer shall pay rent or license fee to the Owner No.1 for alternative accommodation till handing over possession of the owners allocation.
- 12.13. Similarly, if any dispute and/or any kind of disturbance occur due to Developer's fault or other general causes, same are to be sorted out within 60(sixty) days by the Developer at his cost.

ARTICLE XIII: BUILDING

- 13.1. The Developer shall at his own costs construct erect and complete the building at the said premises in accordance with the sanction plans with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and as may be recommended by the Architect from time to time.
- 13.2. 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 they are of high standard & best quality in

accordance with the Corporation Building Laws, will be used by the Developer.

- 13.3. The Developer shall install erect in the said buildings at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, electric wiring fittings and other facilities for the entire building as are required to be provided in a building having self contained units/floors/flats/car parking spaces//spaces and constructed for sale of units/floors/flats/car parking spaces/commercial space/spaces herein on Ownership basis and as mutually agreed, out of the Developer's allocation.
- 13.4. The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the buildings.
- 13.5. 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 buildings in it various units/floors/flats/car parking spaces/spaces therein in accordance with the sanction building/s plans.
- 13.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owners will have no responsibility in this context.
- 13.7. The Owners and the Developer shall divide their allocations as mentioned in this Agreement. If any change is require towards the allocations of the Owners and the Developer after obtaining sanction of the building plan, the Owners and the Developer shall execute a Supplementary Agreement in respect of the constructed area.

ARTICLE-XIV: OWNER'S INDEMNITY

- 14.1. The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy their allocated space without any interference or disturbances on the part of the Owners provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XV: DEVELOPER'S INDEMNITY

- 15.1. The Developer hereby undertake that the Owners shall be entitled to the said construction and shall enjoy their allocated space without any interference or disturbances on the part of the Developer provided the Owners performs and fulfills all the terms and conditions herein contained and/or in its part to observed and performed.
- 15.2. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of the any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building/s and the Developer also fully responsible if the construction falls down due to inferiority of the materials and other patent defects thereto in technical point of view.
- 15.3. The Developer hereby undertakes to keep the Owners indemnified and harmless against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE-XVI: MISCELLANEOUS

- 16.1. The Owners and the Developer have entered into the Agreement purely as a joint venture on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations or persons in between the Owners and the Developer.

- 16.2. Immediately after possession of premises, be given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.
- 16.3. The Owners shall not be liable for any Income Tax, Wealth Tax, Property Tax, Municipal Tax or any other taxes and other dues and out goings in respect of the Developer's allocation accruing due and as and from the date of execution of the Development Agreement and the Developer shall keep the Owners indemnified and unharmed against all actions, suits, proceedings, penalties, charges and expenses in respect thereof.
- 16.4. As and from the date of completion of the building, the Developer and/or its transferees shall be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.
- 16.5. That the Developer will construct such maximum area as can be constructed on the land in a commercially viable manner, according to permissible rules and regulations, and bye-laws of the Corporation.
- 16.6. That the Developer will exclusively handle all the local cut laws and anti-social demands, political demands, if any, arise during construction, which will meet up for his own resources.
- 16.7. That if any untoward happens during construction of the multi storied building on that event Owners shall not be liable for the same.
- 16.8. That after completion of the building the Developer shall obtain completion certificate from K.M.C and thereafter Owners and Developers shall mutually frame a scheme for management and administration of the said building and/or the common parts thereof.

- 16.9. That the name of the building will be done according to Owners choice, which will be given by the Owners after completion of the building.

ARTICLE-XVII: FORCE MAJEURE

- 17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "**Force Majeure**" and shall be suspended from the obligation during the duration of the "**Force Majeure**".
- 17.2. "**Force Majeure**" shall mean 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, COVID-19 or any other pandemic natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents 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, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labour, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

ARTICLE-XVIII: JURISDICTION

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

ARTICLE XIX -GENERAL CLAUSE

- 19.1. Unless otherwise advised in writing by either party to the other, the addresses for service of Notices of the Parties shall be to their respective address as mentioned in the Agreement.
- 19.2. A notice and all other legal communications shall be served in writing under registered post against acknowledgement.
- 19.3. Notices and all other legal communications shall be served in writing under registered post against acknowledgement by either of the Parties.
- 19.4. The head notes hereto are for the purpose of convenience and reference only and shall not be taken into account or, considered in constructing or interpreting any of the provisions thereof.
- 19.5. This Agreement supersedes, merges, all earlier Agreements, Memorandum of Understanding, writings, agreement entered into this respect by and between parties hereto and this Agreement will prevail wherever the terms in such documents are not consistent with this Agreement. The amount paid or received or any other transaction entered into under earlier documents is treated as made in pursuance of this Agreement.
- 19.6. All rights and authorizations towards any change/amendment/modification/approval with respect to any of the terms and conditions/clauses and the referred confirmations in writing by both the parties to this agreement.
- 19.7. The Parties has received, read and understood the terms and conditions herein and the rules and regulations of this agreement.

THE SCHEDULE - "A" ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of land measuring 6(six) Cottahs 10 (ten) Chittacks 41(forty one) square feet, be the same or a little more or less, whereupon a two storied building standing thereon, measuring 2400 Square Feet (each floor measuring 1200 square feet) and a one storied building standing thereon, measuring 1192 square feet, lying and

situated in R.S. & L.R. Dag No. 3505, under R.S. Khatian Nos. 168 and 147, corresponding to L.R. Khatian Nos. 3073, 3074, 3082 and 3217, of Mouza- Sahapur, J.L. No.8 (now 108) Touzi Nos. 93 and 101, Pargana - Magura, at and being KMC Premises No.194, Roy Bahadur Road, Police Station- Behala, Kolkata-700034, within the territorial limits of Kolkata Municipal Corporation, in its ward No. 119, under Assessee No.41-119-07-0194-7, District Sub-Registrar Office at Alipore & Additional District Sub Registration office at Behala, District - South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto, which is butted and bounded as follows:-

<u>ON THE NORTH BY</u>	: By land and building of Bhagabati Shaw
<u>ON THE SOUTH BY</u>	: 35 feet wide Roy Bahadur Road;
<u>ON THE EAST BY</u>	: 22 feet wide Barick Para Road;
<u>ON THE WEST BY</u>	: Two Storied Building.

Road Zone : J.L. Sarani to Buroshibtala Xing Premises Located not on Road.

THE SCHEDULE "B" ABOVE REFERRED TO
(Description of the Owners' Allocation)

On completion of the proposed building/s in all respect by the Developer at its own cost and expenses, in lieu of the land of the said premises, the Developer shall allocate and handover the following constructed area in proposed Ground plus four storied building as per sanction plan.

- i. One self contained flat measuring **950 Square Feet** super built-up area on the **North-Eastern side of the 1st Floor** of the proposed building.
- ii. One self contained flat measuring **1100 Square Feet** super built-up area on the **South-Western side 2nd floor** of the proposed building.
- iii. One self contained flat measuring **950 Square Feet** super built-up area on the **North-Eastern side of the 4th floor** of the proposed building.
- iv. One covered car parking space in the ground floor of the proposed building.

Together with undivided impartible proportionate share of the land, including all rights of easement, amenities and facilities annexed thereto.

Apart from the owners allocation, the Developer shall pay a sum of Rs.65,00,000/- (Rupees Sixty Five Lac) only as non-refundable amount to the owners in the manner following:-

- a. Rs.31,00,000/- (Rupees Thirty One Lac) only at the time of execution of this Development Agreement as per memorandum of consideration appended hereunder;
- b. Rs.15,00,000/- (Rupees Fifteen Lac) only paid by the Developer to the Owners after completion of RCC structure of the proposed building.
- c. Rs.11,00,000/- (Rupees Eleven Lac) only paid by the Developer to the Owners after completion of brick wall outside and inside plastering of the proposed building.
- d. Balance of Rs.8,00,000/- (Rupees Eight Lac) only paid by the Developer to the Owners at the time of handing over the owners' allocation to the owners.

THE SCHEDULE "C" ABOVE REFERRED TO
(Description of the Developer's Allocation)

Save and except the Owners' Allocation as mentioned in **SCHEDULE-"B"** hereunder, in lieu of making construction as per sanction of the building plan, the Developer is entitled to get rest of the constructed area together with undivided impartible proportionate share of the land of the said premises including all right of easements common facilities and amenities annexed thereto.

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

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Roof Top of the proposed building/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 Premises and the said Building as are necessary for passage and user of the flats/ units in common by the co-Owner.
9. Lift well with lift, machine room with all concerned accessories.
10. Land underneath of the proposed building.
11. Septic Tank.
12. Common bath cum privy if any in the ground floor of the proposed building.
13. Electric meter installation on meter board area.

THE SCHEDULE "E" ABOVE REFERRED TO
(Common expenses)

On completion of the building, the Developer and his nominees including the intending Purchaser/s shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the

common portions of the said Building including the outer and external walls of the said Building;

- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owners in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) 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-Owners in common.

THE SCHEDULE "F" ABOVE REFERRED TO
(Specification)

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 1st class bricks with 1:6 cement sand ratio properly cured.
- 2. All internal walls between the units will be done by 1st class bricks of 75 mm / 125 mm thick with 1:6 cement sand ratio properly cured.

C. PLINTH:

Plinth construction should be done in use top class materials with specification given in the construction plan.

D. PLASTERING AND FINISHING:

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

E. DOORS:

1. All door frame to be 2 ½" x 4" made high quality sal wood properly seasoned.
2. All main entrance doors should be of flush type 35 mm thick with Godrej lock.
3. All internal doors should be of flush door type, machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete (extra charge for collapsible gate).

F. WINDOWS:

1. All windows are of Aluminum with anodized Zindal made with 3.5 mm glass panels filled with gas with M/S grill of approved design by the architect.

G. FLOORING:

1. Marble/vitrified to be laid on all rooms, kitchen toilets and skirting 6" high and in bath room ceramic tiles to be laid down.

H. PAINTINGS AND DECORATION:

1. Plaster of Paris (extra charges for Putty) finishes on all internal walls over plaster.
2. Two coats of fine white washing to the interior surface of staircase, landing, garage etc.
3. One cement primer weather coats of Berger Paints of two coats outside of building.

I. SANITARY & PLUMBING:

1. P.V.C. pipes I.S.I. approved and C.P. bib cocks and stop cocks Essco C. P. fitting.
2. Each toilet is to be provided with:-
 - (a) Coloured porcelain wash basin 20"x16" with C.P. waster fittings P.V.C.
 - (b) C.P. Bib cock - 2 nos. and 25 dia P.V.C.
 - (c) One hot water line with all fittings excluding Geyser.

- (d) 2 E.T.W.C. black and white porcelain including approved seat cover and P.V.E. low down cistern with all fitting fixtures complete.
- (e) 2 Stainless steel shower rose wall type with control valves.
Water tap

J. KITCHEN:

1. With C.P. waste fitting, P.V.C. waster pipe and C.P. Connector, C.P. stop and bib cock etc.
2. 100 dia floor trap 1 nos.
3. Kitchen counters will be provided with black stone and back wall to be finished with colour glazed tile of 3' high along with steel sink and shelf on the adjacent wall.

K. ELECTRICITY:

Concealed wiring (copper wire, phenol brand)

BED ROOM :- 2 light points, 1 fan point and 1 five AMP plug point and one A.C. point will be provided in master bed room for two B.H.K. flat & two A.C. point will be provided for three B.H.K. flat.

DRAWING & DINNING:- Three light points, two fan points, one 15 Amp for freeze & two 5 AMP plug point for T.V. and one 15 AMP plug point for washing machine.

TOILET :- One light point in each toilet and kitchen, one 15 AMP plug point in kitchen and one point for exhaust fan in kitchen and toilets and one geyser point will be provided only main toilet. One light point & 5 AMP plug point, one calling bell point.

L. LIFT :

Lift of repute make to be installed by Developer in the running condition.

M. WATER SUPPLY:

Ground water will be supplied by the KMC pipe line and its distributed throughout the building from overhead big density reservoir, throughout 24 hours.

N. ROOF:

Roof treatment shall be done.

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** at Kolkata in the Presence of :-

WITNESSES :-

1. Ashik Saha
23, Kabi Gurusar
Kt-700038

2. Anantam Jona
Before Judges Court
Kt-700017

1. Rina Banerjee
2. Sarbani Chakraborty.
3. Indrani Basu
4. Bibhuti Banerjee

Signature of the **OWNERS**

Signature of the **DEVELOPER**

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs.31,00,000/- (Rupees Thirty One Lac) only as part of the non-refundable amount out of Rs.65,00,000/- (Rupees Sixty Five Lac) only in terms of the Agreement as per memo below :-

Particulars of the Consideration	Amount (Rs.)
By Cheque No. 031208 dated 14.03.2022 drawn on State Bank of India, New Alipore Branch	1,00,000/-
By Cheque No. 865737 dated 12.06.2023 drawn on State Bank of India, New Alipore Branch	3,00,000/-
By Cheque No. 000272 dated 23.08.2023 drawn on HDFC Bank, New Alipore Branch	13,00,000/-
By Cheque No. 520230 dated 11.06.2024 drawn on State Bank of India, New Alipore Branch	1,00,000/-
By Cheque No. 520233 dated 01.10.2024 drawn on State Bank of India, New Alipore Branch	50,000/-
By Cheque No. 000163 dated 01.10.2024 drawn on Bandhan Bank	1,00,000/-
Payment made through by Bank transfer	2,00,000/-
By Cheque No. 110701 dated 05.05.2025 drawn on State Bank of India	5,00,000/-
By Cheque No. 000186 dated 12.08.2025 drawn on ICICI Bank, New Alipore Branch	4,50,000/-
Total	Rs.31,00,000/-

(Rupees Thirty One Lac) only

WITNESSES:

1. *[Signature]*

2. *[Signature]*

1. Rina Bernerjee
2. Sarbani Chakraborty.
3. Indrani Dasu
4. Bibhka Kamdar

Signature of the **OWNERS**

Drafted by and Prepared in my Office :-

Biraj Kumar Seth
Biraj Kumar Seth
 Advocate
 Enrolment No.F/32/13/2017 of
 Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 27.



Left
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Right
Hand

Thumb	First Finger	Middle Finger	Ring Finger	Small Finger

NAME:- SMT. RINA BANERJEE
Signature : *Rina Banerjee*



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Hand

Right
Hand

Thumb	First Finger	Middle Finger	Ring Finger	Small Finger

NAME:- SMT. SARBANI CHAKRABORTY
Signature : *Sarbani Chakraborty*



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Hand

Right
Hand

Thumb	First Finger	Middle Finger	Ring Finger	Small Finger

NAME:- SMT. INDRANI BASU
Signature : *Indrani Basu*



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Hand

Right
Hand

Thumb	First Finger	Middle Finger	Ring Finger	Small Finger

NAME:- SRI BIBHASH KARMAKAR ALIAS
BIKASH KARMAKAR ALIA KARFU

Signature : *Bibhash Karmakar*

Photo



Left
Hand

Right
Hand

Thumb	First Finger	Middle Finger	Ring Finger	Small Finger

NAME:-SRI SWAPAN PAUL

Signature : *Swapan Paul*

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



192025260210372418

GRN Details

GRN:	192025260210372418	Payment Mode:	SBI Epay
GRN Date:	13/08/2025 13:38:44	Bank/Gateway:	SBIPay Payment Gateway
BRN :	2330506421025	BRN Date:	13/08/2025 13:40:22
Gateway Ref ID:	IGATEBMJN6	Method:	State Bank of India NB
GRIPS Payment ID:	130820252021037240	Payment Init. Date:	13/08/2025 13:38:44
Payment Status:	Successful	Payment Ref. No:	2002318103/1/2025
[Query No** Query Year]			

Depositor Details

Depositor's Name:	Mr Swapan Paul
Address:	26 sahapur main road
Mobile:	8276936406
Period From (dd/mm/yyyy):	13/08/2025
Period To (dd/mm/yyyy):	13/08/2025
Payment Ref ID:	2002318103/1/2025
Dept Ref ID/DRN:	2002318103/1/2025

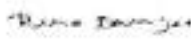
Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002318103/1/2025	Property Registration- Stamp duty	0030-02-103-003-02	39971
2	2002318103/1/2025	Property Registration- Registration Fees	0030-03-104-001-16	31600
Total				71571

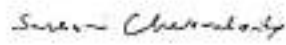
IN WORDS: SEVENTY ONE THOUSAND FIVE HUNDRED SEVENTY ONE ONLY.

Deed Lord Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Mrs RINA BANERJEE Wife of Late Gourdas Banerjee Executed by: Self, Date of Execution: 13/08/2025 Admitted by: Self, Date of Admission: 13/08/2025, Place : Office	 13/08/2025	 Captured LTI 13/08/2025	 13/08/2025

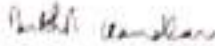
123, Roy Bahasdur Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth: XX-XX-1XX2 , PAN No.: AKxxxxxx8C, Aadhaar No: 95xxxxxxxx3774, Status : Individual, Executed by: Self, Date of Execution: 13/08/2025
Admitted by: Self, Date of Admission: 13/08/2025, Place : Office

Name	Photo	Finger Print	Signature
Mrs SARBANI CHAKRABORTY Wife of Mr Soumitra Chakraborty Executed by: Self, Date of Execution: 13/08/2025 Admitted by: Self, Date of Admission: 13/08/2025, Place : Office	 13/08/2025	 Captured LTI 13/08/2025	 13/08/2025

F-001, Hermes Drome Viman Nagar, City:- , P.O:- Viman Nagar, P.S:-Vimantol, District:-Pune, Maharashtra, India, PIN:- 411014 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth: XX-XX-1XX7 , PAN No.: BExxxxxx1N, Aadhaar No: 39xxxxxxxx0229, Status : Individual, Executed by: Self, Date of Execution: 13/08/2025
Admitted by: Self, Date of Admission: 13/08/2025, Place : Office

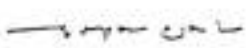
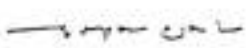
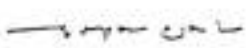
Name	Photo	Finger Print	Signature
Mrs INDRANI BASU Wife of Mr Ayan Basu Executed by: Self, Date of Execution: 13/08/2025 Admitted by: Self, Date of Admission: 13/08/2025, Place : Office	 13/08/2025	 Captured LTI 13/08/2025	 13/08/2025

B4/2/1, Ichapur Road, City:- , P.O:- Kadamtala, P.S:-Bantra, District:-Howrah, West Bengal, India, PIN:- 711101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth: XX-XX-1XX3 , PAN No.: BXxxxxxx7K, Aadhaar No: 37xxxxxxxx4088, Status : Individual, Executed by: Self, Date of Execution: 13/08/2025
Admitted by: Self, Date of Admission: 13/08/2025, Place : Office

Name	Photo	Finger Print	Signature
Mr BIBHASH KARMAKAR, (Alias: Mr BIKASH KARMAKAR ALIAS KARFU) Son of Late Binoy Krishna Karmakar Executed by: Self, Date of Execution: 13/08/2025 Admitted by: Self, Date of Admission: 13/08/2025 ,Place : Office	 13/08/2025	 Captured LT 13/08/2025	 13/08/2025

11/3, Gobinda Sen Lane, City:- , P.O:- Bowbazar, P.S:-Muchipara, District:-Kolkata, West Bengal,
 India, PIN:- 700012 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of
 Birth:XX-XX-1XX0 , PAN No.: HYxxxxxx0G, Aadhaar No: 69xxxxxxxx0539, Status :Individual,
 Executed by: Self, Date of Execution: 13/08/2025
 , Admitted by: Self, Date of Admission: 13/08/2025 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SWAPAN PAUL, (Alias: Mr BIKASH KARMAKAR Alias KARFU) (Presentant) Son of Late Ram Chandra Paul Executed by: Self, Date of Execution: 13/08/2025 , Admitted by: Self, Date of Admission: 13/08/2025 ,Place : Office </td> <td>  13/08/2025 </td> <td>  Captured LT 13/08/2025 </td> <td>  13/08/2025 </td> </tr> </tbody> </table> Son of Late Ram Chandra Paul 26, Sahapur Main Road, City:- , P.O:- Sahapur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.: AFxxxxxx2F, Aadhaar No: 22xxxxxxxx7424, Status :Individual, Executed by: Self, Date of Execution: 13/08/2025 , Admitted by: Self, Date of Admission: 13/08/2025 ,Place : Office	Name	Photo	Finger Print	Signature	Mr SWAPAN PAUL, (Alias: Mr BIKASH KARMAKAR Alias KARFU) (Presentant) Son of Late Ram Chandra Paul Executed by: Self, Date of Execution: 13/08/2025 , Admitted by: Self, Date of Admission: 13/08/2025 ,Place : Office	 13/08/2025	 Captured LT 13/08/2025	 13/08/2025
Name	Photo	Finger Print	Signature						
Mr SWAPAN PAUL, (Alias: Mr BIKASH KARMAKAR Alias KARFU) (Presentant) Son of Late Ram Chandra Paul Executed by: Self, Date of Execution: 13/08/2025 , Admitted by: Self, Date of Admission: 13/08/2025 ,Place : Office	 13/08/2025	 Captured LT 13/08/2025	 13/08/2025						

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Goutam Jana Son of Mr Mahesh Jana Alipore Judges Court, City:- , P.O:- Alipore, P.S:- Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700077	 13/08/2025	 Captured 13/08/2025	 13/08/2025

Identifier Of Mrs RINA BANERJEE, Mrs SARBANI CHAKRABORTY, Mrs INDRANI BASU, Mr SWAPAN PAUL, Mr
 BIBHASH KARMAKAR

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs RINA BANERJEE	Mr SWAPAN PAUL-2.7563 Dec
2	Mrs SARBANI CHAKRABORTY	Mr SWAPAN PAUL-2.7563 Dec
3	Mrs INDRANI BASU	Mr SWAPAN PAUL-2.7563 Dec
4	Mr BIBHASH KARMAKAR	Mr SWAPAN PAUL-2.7563 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs RINA BANERJEE	Mr SWAPAN PAUL-600.00000000 Sq Ft
2	Mrs SARBANI CHAKRABORTY	Mr SWAPAN PAUL-600.00000000 Sq Ft
3	Mrs INDRANI BASU	Mr SWAPAN PAUL-600.00000000 Sq Ft
4	Mr BIBHASH KARMAKAR	Mr SWAPAN PAUL-600.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Mrs RINA BANERJEE	Mr SWAPAN PAUL-298.00000000 Sq Ft
2	Mrs SARBANI CHAKRABORTY	Mr SWAPAN PAUL-298.00000000 Sq Ft
3	Mrs INDRANI BASU	Mr SWAPAN PAUL-298.00000000 Sq Ft
4	Mr BIBHASH KARMAKAR	Mr SWAPAN PAUL-298.00000000 Sq Ft

Endorsement For Deed Number : I - 160212067 / 2025

On 13-08-2025

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

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

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

Presented for registration at 14:50 hrs on 13-08-2025, at the Office of the D.S.R. - II SOUTH 24-PARGANAS by Mr SWAPAN PAUL Alias Mr BIKASH KARMAKAR Alias KARFU.Claimant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1.81.12.674/-.

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

Execution is admitted on 13/08/2025 by 1. Mrs RINA BANERJEE, Wife of Late Gourdas Banerjee, 123, Roy Bahadur Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife, 2. Mrs SARBANI CHAKRABORTY, Wife of Mr Soumitra Chakraborty, F-001, Hermes Drome Viman Nagar, P.O: Viman Nagar, Thana: Vimantol, , Pune, MAHARASHTRA, India, PIN - 411014, by caste Hindu, by Profession House wife, 3. Mrs INDRANI BASU, Wife of Mr Ayan Basu, 84/2/1, Ichapur Road, P.O: Kadamtala, Thana: Bantra, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession House wife, 4. Mr SWAPAN PAUL, Alias Mr BIKASH KARMAKAR Alias KARFU, Son of Late Ram Chandra Paul, 26, Sahapur Main Road, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business, 5. Mr BIBHASH KARMAKAR, Alias Mr BIKASH KARMAKAR ALIAS KARFU, Son of Late Binoy Krishna Karmakar, 11/3, Gobinda Sen Lane, P.O: Bowbazar, Thana: Muchipara, , Kolkata, WEST BENGAL, India, PIN - 700012 by caste Hindu, by Profession Service

Identified 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 31,632.00/- (B = Rs 31,000.00/- ,E = Rs 600.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by , by Cash Rs 32.00/-, by online = Rs 31,600/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/08/2025 1:40PM with Govt. Ref. No: 192025260210372418 on 13-08-2025, Amount Rs: 31,600/-, Bank: SBI EPay (SBlePay), Ref. No. 2330506421025 on 13-08-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by , by Stamp Rs 50.00/-, by online = Rs 39,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 286029, Amount: Rs.50.00/-, Date of Purchase: 12/08/2025, Vendor name: B C Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/08/2025 1:40PM with Govt. Ref. No: 192025260210372418 on 13-08-2025, Amount Rs: 39,971/-, Bank: SBI EPay (SBlePay), Ref. No. 2330506421025 on 13-08-2025, Head of Account 0030-02-103-003-02

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

Deed of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2025, Page from 541482 to 541535
Deed No 160212067 for the year 2025.



Digitally signed by SUMAN BASU
Date: 2025.08.27 13:58:52 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 27/08/2025
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS
West Bengal.