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पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to Registration. The signature sheets and the endorsement printed thereon with its inclosures are not attached to a return.

[Signature]
District Sub-Registrar
Hooghly, West Bengal

18 SEP 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 18th day of September, Two Thousand and Twenty Four (2024) A.D.

BETWEEN

(1) **SMT. SANDHYA DEY**, (PAN: AOQPD8648R, AADHAAR NO. 7931 2608 5960), wife of Late Champak Dey, by faith-Hindu, by Occupation-Housewife; (2) **SRI RUDRACK DEY**, (PAN: FWTPD7584L, AADHAAR NO. 5140 3154 8621), son of Late Champak Dey, by faith-Hindu, by Occupation- Service, both residing at P-74, Jadu Colony, Post Office and Police Station: Behala, Kolkata-700034, District : South 24-Parganas; (3) **SMT. CHAITALI DUTTA CHOUDHURY**, (PAN: CEHPD7326B, AADHAAR NO. 9241 6601 5828), wife of Shes Bikas Dutta Choudhury, daughter of Late Dipak Kumar Dey, by faith-Hindu, by Occupation-Housewife, residing at P-26A, Mitra Colony, Post Office : Behala, Police Station : Behala, Kolkata - 700034; (4) **SMT. MUNMUN BISWAS**, (PAN:AVEPD6557A, AADHAAR NO. 7600 8660 0871), wife of Sri Debasis Biswas daughter of Late Dilip Kumar Dey, by faith-Christian, by Occupation-Housewife, residing at P-74, Jadu Colony, Post Office and Police Station: Behala, Kolkata-700034, District : South 24-Parganas (5) **SMT. SWAPNA DEY**, (PAN: BTUPD3817J, AADHAAR NO. 3194 1256 1022), wife of Late Gora Chand Dey, by faith-Hindu, by Occupation - Housewife, residing at P-74, Jadu Colony, Post Office and Police Station: Behala, Kolkata-700034, District : South 24-Parganas; and (6) **SMT. ARPITA BANERJEE**, (PAN:BTOPB1995H, AADHAAR NO. 3876 5617 9210), wife of Sri Malay Banerjee, daughter of Late Gorachand Dey, by faith-Hindu, by Occupation-Housewife, residing at P-74, Jadu Colony, Post Office and Police Station: Behala, Kolkata-700034, District : South 24-Parganas; hereinafter jointly called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives and assigns) of the **ONE PART**.

A N D

D.G.CONSTRUCTION, a sole Proprietorship Firm, having its registered office at 50, Kazi Para Road, Police Station- Behala now Parnashree, Kolkata- 700060, represented by one of its sole Proprietor- **SRI DEBASIS GHOSH**, (PAN : ALJPG3341F, AADHAAR NO. 2448 3415 4337), son of Late Shibkrishna Ghosh, by faith : Hindu, by occupation : Business; Nationality: Indian, residing at 50, Kazipara Road, Police Station-Behala, now Parnasree, Kolkata-700060, 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 his heirs, executors, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Jayot Sen Ghosh was the recorded owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 11.11 acres be the same or a little more or less lying and situated in C.S and R.S. Dag No. 67, under C.S. and R.S. Khatian No. 125 of Mouza - Mondalpara, J.L. No. 6, R.S. No. 190, Touzi Nos. 23, 26, 32, 69 & 411, Pargana - Magura, Police Station : Behala, within the Limits of South Suburban Municipality, District : 24-Parganas now South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of a registered Deed of Sale dated 09.11.1945 the said Jayot Sen Ghosh sold, transferred and conveyed land **ALL THAT** piece and parcel of land measuring 11.11 acres, be the same or a little more or less lying and situated in C.S and R.S. Dag No. 67, under C.S. and R.S. Khatian No. 125, of Mouza - Mondalpara, J.L. No. 6, R.S. No. 190, Touzi Nos. 23, 26, 32, 69 & 411, Pargana - Magura, Police Station : Behala, within the Limits of South Suburban Municipality, District : 24-Parganas now South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto unto and in favour of Smt. Nani Bala Mukherjee and Jadu Nath Mukherjee.

AND WHEREAS after purchasing the aforesaid property, the said Smt. Nani Bala Mukherjee and Jadu Nath Mukherjee were jointly seized and possessed of the same as owners. The said Smt. Nani Bala Mukherjee and Jadu Nath Mukherjee divided the aforesaid property into several tiny plots of land of different measurement, opening out passage for egress and ingress including drain and decided to sell those plots to the intending buyer/s.

AND WHEREAS by virtue of a registered Deed of Sale dated 16.05.1949 the said Smt. Nani Bala Mukherjee and Jadu Nath Mukherjee sold, transfer and conveyed land out of **ALL THAT** piece and parcel of land measuring 4 Cottahs 4 Chittacks 32 Square Feet, be the same or a little more or less lying and situated in C.S and R.S. Dag No. 67, under C.S. and R.S. Khatian No. 125, of Mouza - Mondalpara, J.L. No. 6, R.S. No. 190, Touzi Nos. 23, 26, 32, 69 & 411, Pargana - Magura, Police Station : Behala, within the Limits of South Suburban Municipality, District : 24-Parganas now South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto unto and in favour of Smt. Mukul Rani Dey. The said Deed of Sale was registered in the Office of Sadar Joint Sub-

Registrar at Alipore and entered in Book No. I, Volume No. 48, Pages from 151 to 156, Being No. 2536, for the year 1949.

AND WHEREAS after purchasing the aforesaid property, the said Smt. Mukul Rani Dey became the owner in respect of **ALL THAT** piece and parcel of land measuring 4 Cottahs 4 Chittacks 32 Square Feet, be the same or a little more or less lying and situated in C.S and R.S. Dag No. 67, under C.S. and R.S. Khatian No. 125, of Mouza - Mondalpara J.L. No. 6, R.S. No. 190, Touzi Nos. 23, 26, 32, 69 & 411, Pargana - Magura, Police Station : Behala, within the Limits of South Suburban Municipality, District : 24-Parganas now South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto.

AND WHEREAS during the lifetime, the said Mukul Rani Dey constructed a three storied building upon the land of the aforesaid property and residing there the members of her family.

AND WHEREAS during her lifetime, the said Smt. Mukul Rani Dey as Settlor of the One Part executed and registered a Deed of Family Settlement dated 23.06.1955, in respect of **ALL THAT** piece and parcel of land measuring 4 Cottahs 4 Chittacks 32 Square Feet, be the same or a little more or less, whereupon building standing thereupon, lying and situated in C.S and R.S. Dag No. 67, under C.S. and R.S. Khatian No. 125, of Mouza - Mondalpara, J.L. No. 6, R.S. No. 190, Touzi Nos. 23, 26, 32, 69 & 411, Pargana - Magura, Police Station : Behala, within the Limits of South Suburban Municipality, District : 24-Parganas now South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto, unto and in favour of (1) Sri Dipak Kumar Dey (minor), (2) Dilip Kumar Dey (minor) and (3) Gora Chand Dey (minor) represented by their natural Guardian father namely, Dharani Bhusan Dey. The said Deed of Settlement was registered in the Office of Sadar Joint Sub-Registrar at Alipore and entered in Book No. I, Volume No. 23, Pages from 32 to 35, Being No. 1578, for the year 1955, the terms and condition mentioned in the said Deed of Family Settlement.

AND WHEREAS during L.R. Settlement, C.S. and R.S. Dag No. 67 changed and transformed into L.R. Dag No. 68.

AND WHEREAS the said Mukul Rani Dey got her name mutated in respect of the aforesaid property in the records of Government of West Bengal, under L.R. Khatian No. 390 and enjoying the same by paying khazana to the appropriate authorities.

AND WHEREAS the said Mukul Rani Dey died intestate on 15.02.2000, leaving behind her three sons namely, Sri Dipak Kumar Dey, Sri Dilip Kumar Dey and Sri Gora Chand Dey as her heirs and successors. It is pertinent to mention herein that husband of Mukul Rani Dey namely, Dharani Bhusan Dey predeceased her.

AND WHEREAS on the basis of the terms and condition of the Deed of Settlement and after the demise of the said Mukul Rani Dey, her three sons as aforesaid have become the joint absolute owners of **ALL THAT** piece and parcel of land measuring 4 Cottahs 4 Chittacks 32 Square Feet, be the same or a little more or less lying and situated in C.S. and R.S. Dag No. 67, corresponding to L.R. Dag No. 68, under C.S and R.S. Khatian No. 125, corresponding to L.R. Khatian No.390 of Mouza - Mondalpara, J.L. No. 6 (now 106), R.S. No. 190, Touzi Nos. 23, 26, 32, 69 & 411, Pargana - Magura, Police Station : Behala, within the Limits of South Suburban Municipality, District : 24-Parganas now South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto each having 1/3rd share in it.

AND WHEREAS in terms of the Deed of Settlement, the said Sri Dipak Kumar Dey, Sri Dilip Kumar Dey and Sri Gora Chand Dey got their names mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation and the aforesaid house property has since been known as KMC Premises No.24, Jadu Nagar Colony, corresponding to mailing address P-74, Jadu Colony, Police Station : Behala, Kolkata - 700 034, under Ward No. 121, having Assessee No. 41-121-05-0024-1, and paying taxes and outgoings to the appropriate authority.

AND WHEREAS the said Dipak Kumar Dey died intestate on 21.04.2015, leaving behind his daughter namely Chaitali Dutta Choudhury and one son namely, Champak Dey (since deceased) as his heirs and successors. After the demise of the said Dipak Kumar Dey his undivided 1/3rd share of the aforesaid property devolved upon his daughter and son according to Hindu Succession Act, 1956. Bithika Dey, wife of Dipak Kumar Dey predeceased him on 28.12.2014.

AND WHEREAS the said Champak Dey died intestate on 06.01.2019, leaving behind his wife namely Sandhya Dey and only son namely, Rudrack Dey as his heirs and successors. After the demise of the said Champak Dey his wife and son inherited the aforesaid property according to Hindu Succession Act, 1956.

AND WHEREAS the said Gora Chand Dey died intestate on 11.09.2012, leaving behind his wife namely Swapna Dey and only daughter namely, Arpita Banerjee as his heirs and successors. After the demise of the said Gora Chand Dey his wife and only daughter inherited the aforesaid property according to Hindu Succession Act, 1956.

AND WHEREAS the said Dilip Kumar Dey died intestate on 01.03.2024, leaving behind his only married daughter namely Smt. Munmun Biswas, as his heir and successor. After the demise of the said Dilip Kumar Dey his aforesaid property devolved upon his only daughter according to Hindu Succession Act, 1956. It is pertinent to mention herein that Anupama Dey wife of Dilip Kumar Dey predeceased him.

AND WHEREAS by virtue of inheritance the present owners became the joint absolute owners of the aforesaid property owned and possessed of the same without interruption from anybody else and got their names mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation under Assessee No. 41-121-05-0024-1 and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of inheritance the present Owners owned and possessed **ALL THAT** piece and parcel of land measuring 4 (four) Cottahs 4 (four) Chittacks 32 (thirty two) Square Feet, be the same or a little more or less, whereupon a three storied building standing thereon, lying and situated in C.S. and R.S. Dag No. 67, corresponding to L.R. Dag No. 68, under C.S and R.S. Khatian No. 125, corresponding to L.R. Khatian No.390 of Mouza - Mondalpara, J.L. No. 6 (now 106), R.S. No. 190, Touzi Nos. 23, 26, 32, 69 & 411, Pargana - Magura, at and being KMC Premises No. 24, Jadu Nagar Colony, corresponding to mailing address P-74, Jadu Nagar Colony, Police Station : Behala, Kolkata - 700 034, within the Limits of the Kolkata Municipal Corporation in its Ward No.121, under Assessee No. 41-121-05-0024-1. District : South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto, which is specifically described in **SCHEDULE - "A"** hereunder written 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 by constructing thereupon a new multistoried 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, 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 at the said premises at his/her/their own arrangement and expenses.

AND WHEREAS D.G.CONSTRUCTION, gained experience in the field of construction as Developer with sound financial standing. Being aware of such intention of the Owners and being interested to such development, **SRI DEBASIS GHOSH** as sole Proprietor of D.G. Construction 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 the Owners 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 agreed to such Development of the Project through Developer and consequently on the basis of the mutual discussion, the parties have arrived to such development the said premises through the Developer.

AND WHEREAS it is agreed between the parties that the Developer shall construct a multi storied building upon the land of the said premises in accordance with the sanction by the Kolkata Municipal Corporation at its own arrangement, cost and expenses.

AND WHEREAS on negotiation between the parties, the Owners shall 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 **SMT. SANDHYA DEY**, (2) **SRI RUDRACK DEY**, (3) **SMT. CHAITALI DUTTA CHOUDHURY**, (4) **SMT. MUNMUN BISWAS**, (5) **SMT. SWAPNA DEY**, and (6) **SMT. ARPITA BANERJEE**, as their heirs, executors, administrators, legal representatives and assigns.
- 1.2. **DEVELOPER**:-Shall mean **D.G.CONSTRUCTION**, a sole Proprietorship Firm, having its registered office at 50, Kazi Para Road, Police Station- Behala now Parnashree, Kolkata- 700060, represented by one of its sole Proprietor- **SRI**

DEBASIS GHOSH, son of Late Shibkrishna Ghosh, residing at 50, Kazipara Road, Police Station-Behala, now Parnasree, Kolkata-700060 and include its successors-in-office and assigns.

- 1.3. **TITLE DEEDS**:- Shall mean original title Deed, Tax Receipt relating to the said premises and the Owners shall handover the original title deeds and photocopy of other papers and documents at the time of execution of this Agreement tendering proper receipt duly acknowledged by the Developer.
- 1.4. **PREMISES**: Shall mean **ALL THAT** piece and parcel of land measuring 4 Cottahs 4 Chittacks 32 Square Feet, be the same or a little more or less, whereupon a three storied building standing thereon, lying and situated in C.S. and R.S. Dag No. 67, corresponding to L.R. Dag No. 68, under C.S. and R.S. Khatian No. 125, corresponding to L.R. Khatian No.390 of Mouza - Mondalpara, J.L. No. 6 (now 106), R.S. No. 190, Touzi Nos. 23, 26, 32, 69 & 411, Pargana - Magura, at and being KMC Premises No. 24, Jadu Nagar Colony, corresponding to mailing address P-74, Jadu Nagar Colony, Police Station : Behala, Kolkata - 700 034. within the Limits of the Kolkata Municipal Corporation in its Ward No.121, under Assessee No. 41-121-05-0024-1, District : South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto, which has been specifically mentioned in **SCHEDULE "A"** hereunder.
- 1.5. **BUILDING**: - Shall mean multistoried building to be constructed upon the said premises as per sanction plan of the Kolkata Municipal Corporation.
- 1.6. **OWNERS' ALLOCATION**:- Shall mean 50% (Fifty percent) of the saleable area as has been mentioned in the **SCHEDULE-"B"** hereunder in this development agreement. Apart from saleable area the Developer shall pay a sum of Rs.15,00,000/- (Rupees Fifteen Lac) only forfeited amount.
- 1.7. **DEVELOPER'S ALLOCATION**:- Shall mean 50 % (Fifty percent) of the saleable area as has been mentioned in the **SCHEDULE-"C"** hereunder in this development agreement.
- 1.8. **SUPPLEMENTARY DEVELOPMENT AGREEMENT** : Shall mean the Owners and the Developer shall execute a Supplementary Development Agreement dividing and demarcate their allocation as 50 : 50 ratio after obtaining sanctioning of the Building Plan.

- 1.9. **COMMON FACILITIES & AMENITIES** : Shall include corridors, stair ways, passage way, drive ways, common lavatories, if any, pump space, underground water reservoir, overhead water tank, roof, water pump and motor well with lift including all accessories 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/offices/commercial spaces/car parking space/spaces which has been specifically been mentioned in the **SCHEDULE "D"** hereunder written.
- 1.10. **SALEABLE SPACE**:- Shall mean units/floors/flats/offices/commercial spaces/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.
- 1.11. **COMMON EXPENSES**: Shall mean and include the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the 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 written.
- 1.12. **THE ARCHITECT**: Shall mean a company or person who would be 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.
- 1.13. **BUILDING PLAN**: Shall mean Building Plan to be sanctioned by the Kolkata Municipal Corporation and/or any its modification/alteration.
- 1.14. **BUILT UP AREA** : Shall mean and include the covered area of the flat, external and internal walls, stair and stairs, landing spaces, lift, lift well and columns, as specified in the Plan to be sanctioned by the Kolkata Municipal Corporation.
- 1.15. **TRANSFEROR**: Shall mean 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.

- 1.16. **TRANSFeree**: Shall mean the person, firm, limited company or an Association or persons to whom units/floors/flats/offices/ commercial spaces/car parking space/ spaces in the building has been transferred.
- 1.17. **TRANSFER**: Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of multistoried building to Purchasers thereof.
- 1.18. **ROOF/TERRACE**: Shall mean the ultimate roof of the said building under Section 3(d)(2) of the West Bengal Apartment Ownership Act, 1972 and it should be treated as one of the common areas and facilities
- 1.19. **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.
- 1.20. **SINGULAR**: Shall mean 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 Owner hereto absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 4 Cottahs 4 Chittacks 32 Square Feet, be the same or a little more or less, whereupon a three storied building standing thereon, lying and situated in C.S. and R.S. Dag No. 67, corresponding to L.R. Dag No. 68, under C.S. and R.S. Khatian No. 125, corresponding to L.R. Khatian No.390 of Mouza - Mondalpara, J.L. No. 6 (now 106), R.S. No. 190, Touzi Nos. 23, 26, 32, 69 & 411, Pargana - Magura, at and being KMC Premises No. 24, Jadu Nagar Colony, corresponding to mailing address P-74, Jadu Nagar Colony, Police Station : Behala, Kolkata - 700 034, within the Limits of the Kolkata Municipal Corporation in its Ward No.121, under Assessee No. 41-121-05-

- 0024-1. District : South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto, which has been specifically described in the **SCHEDULE-"A"** hereunder written 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 no excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
 - 3.5. The Owners have not sold, entered into any agreement for sale whatsoever or howsoever 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.
 - 3.6. After execution of this Agreement and on the basis of negotiation, the Developer shall provide to the Owners alternative accommodation in nearby location of the said premises and the Owners shall shift themselves in alternative accommodation and handover possession of the said premises to the Developer for construction of the building.
 - 3.7. The said premise is 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 building thereon in accordance with the building plan 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, revised plans, other paper and documents as may be required by the Developer for the purpose of modification and/or revised obtaining sanction plan from the appropriate authority 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 building material, lawyer, fees and all construction charges of the new building and

- to complete it in all respects at its 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 the considerations mentioned in **SCHEDULE-"B"**, hereunder written in lieu of the land of the said premises, all the constructed area of the proposed building being all the units/floors/flats/car parking space/ spaces will be the property of the Developer herein and if the Developer so desires, it could be disposed of by himself 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 space/ spaces of the proposed building.
- 4.7. The Developer shall construct the building upon the said premises after demolishing an existing building. The Developer shall take all the debris and to sell it in its discretion and the Owners shall not claim any amount from the Developer for the same.

ARTICLE-V: CONSIDERATION

- 5.1. In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said premises to the Developer and the Developer agrees and/or undertakes to allot the Owners' Allocation to the Owners as more fully and particularly mentioned in the **SCHEDULE-"B"** hereunder written, while Promoter will have the allocation as per **SCHEDULE-"C"** mentioned hereunder. It is pertinent to mention herein that out of the total saleable area the owners will be entitled to 50% (Fifty percent) of the saleable area while the Developer will be entitled to have and own 50% (Fifty percent) of the area of the proposed building to be built at the said premises.

5.2. In addition to the Owners' allocation as mentioned in the **SCHEDULE- B** hereunder; the Promoter would pay a sum of Rs.15,00,000/- (Rupees Fifteen Lac) only as forfeited/non-refundable amount to the Owners at the time of execution of this Development Agreement. The Developer shall pay the said amount of Rs.15,00,000/- (Rupees Fifteen Lac) only to the owners in the manner following:-

- a) The Owner Nos.1, 2 & 3 namely Smt. Sandhya Dey, Sri Rudrack Dey and Smt. Chaitali Dutta Choudhury will jointly be entitled to a sum Rs.1,00,000/- (Rupees One Lac) only.
- b) The Owner No.4, Smt. Munmun Biswas will be entitled to a sum of Rs.1,00,000/- (Rupees One Lac) only.
- c) The Owner Nos.5 and 6, namely Smt. Swapna Dey and Smt. Arpita Banerjee will jointly be entitled to a sum Rs.1,00,000/- (Rupees One Lac) only.

Rs.12,00,000/- (Rupees Twelve Lac) only will be paid by the Developer to the Owners after obtaining sanction of the building plan from the Kolkata Municipal Corporation.

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 in its account as per its allocation of the saleable area being 50% (Fifty percent) of the salable area as mentioned in the **SCHEDULE "C"** hereunder.

5.4. The Developer shall have liberty to demolish the existing building after obtaining sanction plan from the Kolkata Municipal Corporation for construction of the proposed building and shall take debris and to sell it at its own discretion and the sale proceeds to be taken by the Developer itself. The Owners shall not take or claim any amount from the Developer from the sale proceeds of the debris.

ARTICLE-VI: POSSESSION

6.1. The Owners shall handed over possession of the said premises to the Developer within 60 days from the date sanction of the building plan. If the Developer will not get the vacant khas possession of the said premises

within 60 days from the date of sanction of the building plan, the period for starting construction of the proposed building would be counted from the date of handing over possession of the said premises.

ARTICLE-VII: PROCEDURE

- 7.1 The Owners shall execute and register Development Agreement keeping the terms and conditions as it is, mentioned in this Development Agreement or to be modified later on to be agreed between the parties and 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 sanctioned by the Kolkata Municipal Corporation and for development of the said premises through construction and selling out units/floors/flats/car parking space/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 7(seven) 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 its custody for construction of the building.
- 7.4 The Developer shall keep in its custody all the original title deeds, mutation certificate, paid tax receipts and other documents relating to the title of the said premises.
- 7.5 The Developer shall execute and register Agreement for Sale(s) and Deed of Conveyance(s) in respect of the allocated portion of the Developer mentioned in **SCHEDULE-"C"** hereunder written in favour of the intending Purchasers/Nominees to be selected by the Developer, on the basis of the

registered Development Power of Attorney to be executed separately. Be it mentioned herein that prior to handover possession of the Developer's Allocation to its intending buyer(s)/purchaser(s) such sale by the Developer as aforesaid possession of the Owners' allocation as per **SCHEDULE-"B"** hereunder written to be delivered and given to the Owners, First.

- 7.6 The Developer shall keep the original Development Agreement and Development Power of Attorney in its custody and the Owners shall keep the certified copy of the Development Agreement and Development 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. After obtaining sanction of the building plan within 30(thirty) days thereof or the extended time mutually agreed by and between the parties, the Owners and the Developer will execute and register a Supplementary Development Agreement describing, fixing and determining specific allocation of the building out of their respective allocations of the saleable area as mentioned in **SCHEDULE "B" & "C"** hereunder. At the time of execution and registration of the Supplementary Development Agreement the Owners and the Developer shall jointly pay appropriate stamp duty required for the purpose of registration.
- 8.2. The Developer shall on completion of the building/s handover the Owners' allocation 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.
- 8.3. The Owners will be entitled to transfer or otherwise deal with their allocated units/floors/ flats/car parking spaces/spaces in the building and the Owner shall have no right, title interest and/or authority to deal with Developer's Allocation in the proposed buildings.
- 8.4. That save and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder written, 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.

- 8.5. 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.
- 8.6. The Developer shall be entitled to enter into Agreement for Sale(s) and Deed of Conveyance(s) in respect of Developer's allocation on the basis of the registered Development 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.
- 8.7. 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 Owners, save and except the Owners' allocation, on the strength of the Registered Development 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 Owners' 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.
- 8.8. In the ground floor of the existing building, a Statutory Trespasser/Occupier is occupying the portion of the ground floor. The owners and the developer shall take joint responsibility to evict the said Statutory Trespasser/Occupier from the portion of the ground floor and handover vacant possession of the building to the Developer for construction of the Proposed Building as per sanction of the building plan.

- 8.9. In terms of the Agreement, the constructed area of the Ground floor consisting of flat and/or car parking space shall be divided by and between the owners and the developer as 50:50 ratio. A portion of the Ground floor being the constructed area consisting of a flat to be provided to the Statutory Trespasser /Occupier, shall be constructed by the Developer at its own cost and expenses and the sale proceeds of the flat to be paid by the Trespassers/Occupier is to be given to the Owners jointly.

ARTICLE-IX: BUILDING

- 9.1. The Developer shall at its own costs construct, erect and complete the building at the said premises in accordance with the sanction plans with such materials and with such specification as 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.
- 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 reservoirs, 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.
- 9.4. The Developer shall be authorized in the names 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, the Owner being kept indemnified in case of all claims, penalties and / or disputes arising thereof.
- 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 space/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 Owners shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due and as and from the date of execution of the Development Agreement.
- 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 and 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 temporarily 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 outgoings 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 herein shall enjoy the Developer's Allocation of the said building forever with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by the Owners under any circumstances provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

- 10.5. 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 as per sanction plan 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 or their agents, servants or representatives causing hindrance or impediment to such construction the Owners will be liable for damages.
- 11.2. The Owners do hereby covenant with the Developer that during construction of the building if any of the Owners died in that event his/her/their heirs shall execute and register a fresh Supplementary Development Agreement and Development Power of Attorney in favour of the Developer in terms of this Development Agreement and Development Power of Attorney.
- 11.3. 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 space/ 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.
- 11.4. 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.
- 11.5. 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 only 30(thirty) months on and from the date of sanction of the building plan of the said premises or from the date of handing over vacant possession of the said premises, whichever is later. The grace period is only for 3 (three) months. Time should be the essence of the contract.

- 11.6. The Owners herein undertakes not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.
- 11.7. 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.
- 11.8. The Owners do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises, the time for completion of construction of the building should be excluded till the disputes and/or litigation sought out.

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 30 (thirty) 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. (Time being considered as the essence of this contract). 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 Owners' allocations in the building/s at the said premises.

- 12.3. The Developer hereby agrees and covenants with the Owners that at the time preparing of the building plan they 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. The Developer is liable to hand over possession of the Owners first and then the Developer shall hand over possession of the Developer's Allocation to the intending purchaser/s or its nominee/s.
- 12.5. The Developer hereby agrees and covenants with the Owners not to violate or contravenes 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. As agreed between the Owner and the Developer, the Developer shall fill the earth at its own cost and expenses and the Owners shall reimburse the said cost towards filling of the earth to the Developer before receiving the Owner's allocation.
- 12.8. 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.
- 12.9. The Developer shall not assign the agreement to any other third party.
- 12.10. The Developer shall arrange for alternative accommodation to the owners in nearby location of the said premises and pay shifting charges per month to

the Owners as rent and/or license fee as mutually agreed between the parties for temporary accommodation till completion of the proposed building or till handing over Owners allocation to the owners, whichever is later.

- 12.11. The Developer shall forward to the Owners photo copies of all such sanction plan for the records of the Owners.
- 12.12. 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 Owners' 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.

ARTICLE XIII: BUILDING

- 13.1. The Developer shall at its own costs construct erect and complete the building at the said premises in accordance with the sanction plans with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and as may be recommended by the Architect from time to time.
- 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 building at the Developer's own its 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/spaces herein on Ownership basis and as mutually agreed.
- 13.4. The Developer shall be authorized in the names 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 Owners, construct and complete the said proposed buildings in its various units/floors/ flats/car parking spaces/spaces therein in accordance with the sanctioned 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. After completion of the proposed building the Developer shall pay all the due rates and taxes of the building till handing over possession of the Owners' allocation to the owners.

ARTICLE-XIV: OWNER'S INDEMNITY

- 14.1. The Owners hereby undertakes that the Developer 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 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.
- 15.2. The Developer hereby undertakes to keep the Owners' indemnified and unharmed 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 Owners, 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.

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 obligations prevented by the existence of the "**Force Majeure**" and shall be suspended from the obligation during the duration of the "**Force Majeure**".
- 17.1. "**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 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, District : South 24 Parganas shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of land measuring 4 (four) Cottahs 4 (four) Chittacks 32 (thirty two) Square Feet, be the same or a little more or less, whereupon a three storied building standing thereon, having cemented floor, measuring covered of 3600 Square Feet (each floor measuring 1200 Square Feet) lying and situated in C.S. and R.S. Dag No. 67, corresponding to L.R. Dag No. 68, under C.S. and R.S. Khatian No. 125, corresponding to L.R. Khatian No.390 of Mouza - Mondalpara, J.L. No. 6 (now 106), R.S. No. 190, Touzi Nos. 23, 26, 32, 69 & 411, Pargana - Magura, at and being KMC Premises No. 24, Jadu Nagar Colony, corresponding to mailing address P-74, Jadu Nagar Colony, Police Station : Behala, Kolkata - 700 034, within the Limits of the Kolkata Municipal Corporation in its Ward No.121, under Assessee No. 41-121-05-0024-1. Additional District Sub Registration office at Behala and District Sub Registration office at Alipore, District : South 24-Parganas, together with all right of easement, facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY :- 16'-0" wide KMC Road;
ON THE SOUTH BY :- Premises No.75, Jadu Nagar Colony;
ON THE EAST BY :- Premises No.73, Jadu Nagar Colony;
ON THE WEST BY :- 18'-0" wide KMC Road;

THE SCHEDULE "B" ABOVE REFERRED TO

(Description of the Owners' Allocation)

In lieu of the land of the said premises/property; the Owners will be entitled to get 50% (**Fifty percent**) of the saleable area of the proposed building together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto, and the area/floors would be

determined and fixed on the basis of a Supplementary Development Agreement as provided under clause 8.1 under Article-VIII of this development agreement.

Apart from constructed area, at the time of execution of this Agreement, out of the aforesaid non-refundable amount of Rs.15,00,000/- (Rupees Fifteen Lac) only the Developer shall pay a sum of Rs.3,00,000/- (Rupees Three Lac) only as part of the non-refundable amount to the owners in the manner following as per Memorandum of Consideration appended hereunder :-

- i) The Owner Nos.1, 2 & 3 namely Smt. Sandhya Dey, Sri Rudrack Dey and Smt. Chaitali Dutta Choudhury will jointly be entitled to a sum Rs.1,00,000/- (Rupees One Lac) only.
- j) The Owner No.4, Smt. Munmun Biswas will be entitled to a sum of Rs.1,00,000/- (Rupees One Lac) only.
- k) The Owner Nos.5 and 6, namely Smt. Swapna Dey and Smt. Arpita Banerjee will jointly be entitled to a sum Rs.1,00,000/- (Rupees One Lac) only.

Rs.12,00,000/- (Rupees Twelve Lac) only will be paid by the Developer to the Owners after obtaining sanction of the building plan from the Kolkata Municipal Corporation.

THE SCHEDULE "C" ABOVE REFERRED TO
(Promoters' Allocation as per clause-1.7 of Article-I)

Save and except the Owners allocation of 50% (**Fifty percent**) of the saleable area as aforesaid, in lieu of construction of the building at its own costs and expenses; the Developer will be entitled to get the 50% (**Fifty percent**) of the saleable area of the proposed building together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto and the respective area / floors would be determined and fixed on the basis of the Supplementary Agreement as provided under clause 8.1 under Article-VIII of this development agreement.

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. Lift well with lift, machine room with all concerned accessories.
8. 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.
9. 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-owners.
10. Land underneath of the proposed building.
11. Septic Tank.

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

On completion of the building, the Owners, the Developer and their 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-Owner in common;

- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) 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;

WORK SCHEDULE/SPECIFICATION (FOR EACH TENEMENT)

Sl. No.	Item	Description
1	R.C.C. FRAME WORKSTRUCTURE	Concrete Mix of M20 Grade
2	BRICKWORK	All exterior brickwork and walls around the lift well shall be 8" thick & all internal walls shall be 3"/5" thick erected in Cement Mortar Ratio of (1: 5) except the staircase interior walls and separating walls between tenements will be 5" thick. Bricks shall be of 1st class grade
3	FLOOR: SKIRTING &DADO	(a) Vitrified flooring to be laid on all rooms and to skirting 6" high. (b) Kitchen to have Vitrified Tiles flooring and ceramic tiles on walls finished up to 2' from cooking top all round the topping (c) Toilets to have Antiskid Tiles flooring with dado of ceramic tiles up to height of 7'

Approx from the floor level.

(d) Roof with roof tiles or equivalent finish.

4 **PLASTER**

All external plaster shall be 3/4" thick average and all internal plaster shall be of 1/2" thick average of cement mortar ratio being 1:5.

5 **DOORS**

(a) Main entrance shall have American Hemlock/Pine Wood Membrane Door Adequately Designed with Moulded Densified Fibre Paste finish on both sides and hung on 3 nos. of steel hinges on Sal wood frame and fitted with a peep hole, one 8" long tower bolt from inside , one handle from outside with godrej lock all complete.

(b) All other entrances shall have Membrane White Primer Wood door with laminate finish on both surface and hung on 3 nos. steel hinges on Sal wood frame and fitted with one cylindrical lock and tower bolt.

6 **WINDOWS**

All windows to be of 1.2MM Aluminum frame (anodized and powder coated, colour shall be the discretion of the Developer) fitted with 4 mm glass panels with mild steel grills of 10 mm thick square bars. The toilet glass shall be translucent.

7 **PAINTS**

The building shall be painted externally with Whether Coat.

8 **STAIRCASEROOM**

(a) Space for electric meter & Pumps shall be provided.

(b) Stair room shall be provided with light and ventilation.

(c) M.S. Grill stair railing (12mm square bar) to be provided with steel/ Wood/ Fibre hand rail.

(d) Flooring of Staircase: Marble flooring to be laid and to skirting 6" high.

9 **SANITARY&PLUMBING** All plumbing lines shall be concealed

10 **TOILETS**

(a) One shower.

(b) One No. of Tap with Hot & Cold Mixture.

(c) One water closet of white colour

(d) One washbasin of white colour if required.

(e) Geyser Point.

(f) One tap near water closet

11

KITCHEN

(a) One steel sink with tap.

(b) Granite stone working top as in layout.

(c) 1 tap below sink

12

WATERSUPPLY

(a) Water Reservoir will be provided at the Roof top.

(b) Suitable submersible electric pump will be installed at the G.F.(at a spare provided) to deliver water to overhead water reservoir from G.F. water reservoir and water supply lines for flats are to be provided from the overhead water reservoir.

13

ELECTRICAL

(a) One suitable electrical connection and meter from CESE Ltd. For the entire building.

(b) One fan point, Two light points, one foot lamp and one 5/15amp plug point in bed rooms.

(c) Three light points, Two fan points, Two 5/15 amp plug points, one foot lamp in the living and dining room.

(d) One light point and one exhaust fan point and one 5 amps (water purifier), two 5/15amp points in kitchen.

(e) Two light points, one exhaust fan point in each toilet.

(f) Concealed T.V. & Telephone lines will be provided at the convenience of Purchasers.

(g) All electrical lines will be as per existing regulation shall be concealed.

(h) MCB/MCCB will be provided adequately depending on the electrical distribution system.

A.C. Point (each flats).

14

ROOF

(a) Suitable water and heat treatment shall be done at the roof slab.

(b) A 3'-0" high parapet wall shall be erected as per elevation all round the roof slab.

(c) Suitable 4" dia. PVC pipes shall be provided for proper drainage of rain water.

15

COMPOUND

(a) Boundary wall will be erected all round.

(b) One M.S. Grill gate shall be provided.

(c) One septic tank of suitable proportion

shall be provided.

16

LIFT

4 Passenger Lift of reputed make.

SPECIFICATIONS

Flooring

- Vitrified (Inside Individual Tenements)
- Marble (Staircase Block)

Plumbing

- CPVC/UPVC (all hot/cold water lines; necessary gauge and thickness of Reputed Company)
- P.V.C (Oriplast/Supreme for other lines; necessary gauge and thickness)
- Fittings (Reputed Company)

Electrical

- Wires (LAP of necessary gauge; Copper)
- Switches and Sockets (Schneider; Modular; White colour)
- Adequate CESC Meter to support 3 A.C points (Load).

Kitchen

- Granite Topping (Black colour)
- Stainless Steel Sink

Tiles

- 2100 mm dado height; Reputed Company

Doors

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

Windows

- Aluminum Sliding of Reputed make with 1.2 mm gauge; powder coated; discretion of colour shall be of developer.

Lift

- 4 Passengers lift

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. Shri Bikas Dutta Choudhury,
26A, Mitra Colony, Bahala
Kolkata - 700034

2. Debasis Das
23/CA, Nabalia, Park Rd.,
Kolkata - 700008.

1. Sandhya Dey
2. Rudrak Dey
3. Chaitali Dutta Choudhury
4. Munmun Basu
5. Swapna Dey
6. Arpita Banerjee

Signature of the **OWNERS**

D. G. CONSTRUCTION

Debasis Das

Proprietor

Signature of the **DEVELOPER**

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs.3,00,000/- (Rupees Three Lac) only as part of the forfeited/non-refundable amount from the above named **DEVELOPER** in terms of the Development Agreement as per memo below :-

Particulars	Amount (Rs.)
By Cheque No. 182459, dated 18.09.2024 drawn on Bank of India, Behala Branch	25,000/-
By Cheque No. 182457, dated 18.09.2024 drawn on Bank of India, Behala Branch	25,000/-
By Cheque No. 182461, dated 18.09.2024 drawn on Bank of India, Behala Branch	50,000/-
By Cheque No. 182465, dated 18.09.2024 drawn on Bank of India, Behala Branch	50,000/-
By Cheque No. 182467, dated 18.09.2024 drawn on Bank of India, Behala Branch	50,000/-
By Cheque No. 182464, dated 18.09.2024 drawn on Bank of India, Behala Branch	1,00,000
TOTAL	Rs.3,00,000/-

(Rupees Three Lac) only.

WITNESSES:

1. *Shri Bikas Dutta Dasgupta.*

2. *Abanish Basu.*

1. *Sandhya Dey*
 2. *Rudradev Dey*
 3. *Chaitali Dutta Choudhuri*
 4. *Memmen Bhowmik*
 5. *Swarna Dey*
 6. *Arpita Banerjee*
- Signature of the **OWNERS***

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 : 27.



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SMT. SANDHYA DEY

Signature : *Sandhya Dey*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SRI RUDRACK DEY

Signature : *Rudrack Dey*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SMT. CHAITALI DUTTA CHOUDHURY

Signature : *Chaitali Dutta Choudhury*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SMT. MUNMUN BISWAS

Signature : *Munmun Biswas*

Photo



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SMT. SWAPNA DEY

Signature : *Swapna Dey*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SMT. ARPITA BANERJEE

Signature : *Arpita Banerjee*

Photo



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SRI DEBASIS GHOSH

Signature : *Debasis Ghosh*



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



192024250211683228

GRN Details

GRN: 192024250211683228 Payment Mode: SBI Epay
GRN Date: 17/09/2024 23:23:11 Bank/Gateway: SBIEpay Payment Gateway
BRN : 8999428557127 BRN Date: 17/09/2024 23:23:34
Gateway Ref ID: IGARVKFOY5 Method: State Bank of India NB
GRIPS Payment ID: 170920242021168321 Payment Init. Date: 17/09/2024 23:23:11
Payment Status: Successful Payment Ref. No: 2002412746/2/2024
[Query No*/Query Year]

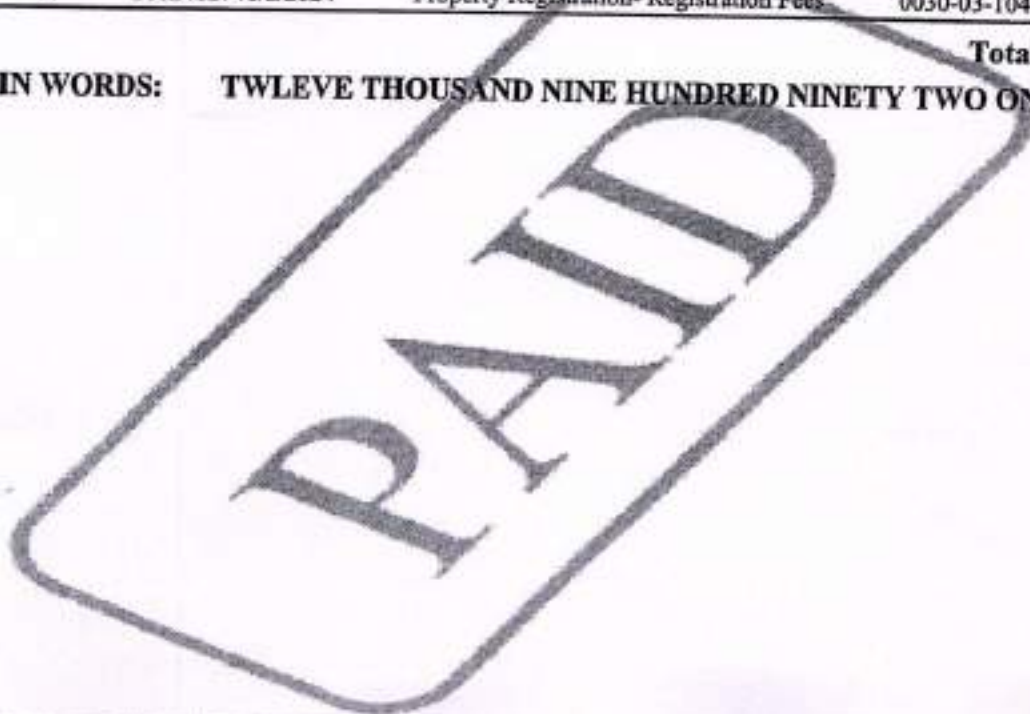
Depositor Details

Depositor's Name: Mr DEBASIS GHOSH
Address: 50, Kazi Para Road
Mobile: 9903244779
Period From (dd/mm/yyyy): 17/09/2024
Period To (dd/mm/yyyy): 17/09/2024
Payment Ref ID: 2002412746/2/2024
Dept Ref ID/DRN: 2002412746/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002412746/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	9971
2	2002412746/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	3021
Total				12992

IN WORDS: TWLEVE THOUSAND NINE HUNDRED NINETY TWO ONLY.



Major Information of the Deed

Deed No :	I-1602-13011/2024	Date of Registration	18/09/2024
Query No / Year	1602-2002412746/2024	Office where deed is registered	
Query Date	10/09/2024 9:55:39 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subhankar Sarkar Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8276936406, Status :Advocate		
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 : 3,00,000/-]		
Set Forth value	Market Value		
	Rs. 91,41,667/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 3,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



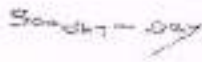





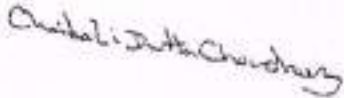
District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Jadu Nagar Colony Road, Road Zone : (Premises Not Located On J.L. Sarani --) , , Premises No: 24, , Ward No: 121 Pin Code : 700034










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	4 Katha 4 Chatak 32 Sq Ft		64,41,667/-	Width of Approach Road: 18 Ft.,
Grand Total :				7.0858Dec	0 /-	64,41,667 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3600 Sq Ft.	0/-	27,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 1200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		3600 sq ft	0 /-	27,00,000 /-	

Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs SANDHYA DEY Wife of Late Champak Dey Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office	 18/09/2024	 LTI 18/09/2024 Captured	Signature  18/09/2024
	P-74, Jadu Colony, 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: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: AOxxxxxx8R, Aadhaar No: 79xxxxxxxx5960, Status :Individual, Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office			
2	Name Mr RUDRACK DEY Son of Late Champak Dey Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office	 18/09/2024	 LTI 18/09/2024 Captured	Signature  18/09/2024
	P-74, Jadu Colony, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-2XX1 , PAN No.:: FWxxxxxx4L, Aadhaar No: 51xxxxxxxx8621, Status :Individual, Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office			
3	Name Mrs CHAITALI DUTTA CHOUDHURY Wife of Mr Shes Bikas Dutta Choudhury Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office	 18/09/2024	 LTI 18/09/2024 Captured	Signature  18/09/2024
	P-26A, Mitra Colony, 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: IndiaDate of Birth:XX-XX-1XX0 , PAN No.:: CExxxxxx6B, Aadhaar No: 92xxxxxxxx5828, Status :Individual, Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office			

4	Name Mrs MUNMUN DEY, (Alias: Mrs MUNMUN BISWAS) Wife of Mr Debasis Biswas Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office	Photo  18/09/2024	Finger Print  Captured LTI 18/09/2024	Signature  18/09/2024
P-74, Jadu Colony, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Female, By Caste: Christian, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: AVxxxxxx7A, Aadhaar No: 76xxxxxxxx0871, Status :Individual, Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office				
5	Name Mrs SWAPNA DEY Wife of Late Gora Chand Dey Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office	Photo  18/09/2024	Finger Print  Captured LTI 18/09/2024	Signature  18/09/2024
P-74, Jadu Colony, 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: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: BTxxxxxx7J, Aadhaar No: 31xxxxxxxx1022, Status :Individual, Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office				
6	Name Mrs ARPITA BANERJEE Wife of Mr Malay Banerjee Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office	Photo  18/09/2024	Finger Print  Captured LTI 18/09/2024	Signature  18/09/2024
P-74, Jadu Colony, 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: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: BTxxxxxx5H, Aadhaar No: 38xxxxxxxx9210, Status :Individual, Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	D G CONSTRUCTION 50, Kazi Para Road, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AJxxxxxx1F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr DEBASIS GHOSH (Presentant) Son of Late Shibkrisha Ghosh Date of Execution - 18/09/2024, , Admitted by: Self, Date of Admission: 18/09/2024, Place of Admission of Execution: Office	 Sep 18 2024 12:56PM	 Captured LTI 18092024	 18/09/2024
50, Kazi Para Road, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: Axxxxxx1F, Aadhaar No: 24xxxxxxxx4337 Status : Representative, Representative of : D G CONSTRUCTION (as Proprietor)				

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	 18/09/2024	 Captured 18/09/2024	 18/09/2024
Identifier Of Mrs SANDHYA DEY, Mr RUDRACK DEY, Mrs CHAITALI DUTTA CHOUDHURY, Mrs MUNMUN DEY, Mrs SWAPNA DEY, Mrs ARPITA BANERJEE, Mr DEBASIS GHOSH			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs SANDHYA DEY	D G CONSTRUCTION-1.18097 Dec
2	Mr RUDRACK DEY	D G CONSTRUCTION-1.18097 Dec
3	Mrs CHAITALI DUTTA CHOUDHURY	D G CONSTRUCTION-1.18097 Dec
4	Mrs MUNMUN DEY	D G CONSTRUCTION-1.18097 Dec
5	Mrs SWAPNA DEY	D G CONSTRUCTION-1.18097 Dec
6	Mrs ARPITA BANERJEE	D G CONSTRUCTION-1.18097 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mrs SANDHYA DEY	D G CONSTRUCTION-600.00000000 Sq Ft
2	Mr RUDRACK DEY	D G CONSTRUCTION-600.00000000 Sq Ft
3	Mrs CHAITALI DUTTA CHOUDHURY	D G CONSTRUCTION-600.00000000 Sq Ft
4	Mrs MUNMUN DEY	D G CONSTRUCTION-600.00000000 Sq Ft
5	Mrs SWAPNA DEY	D G CONSTRUCTION-600.00000000 Sq Ft
6	Mrs ARPITA BANERJEE	D G CONSTRUCTION-600.00000000 Sq Ft

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Endorsement For Deed Number : I - 160213011 / 2024

On 18-09-2024

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 12.07 hrs on 18-09-2024, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Mr DEBASIS GHOSH .

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 91.41,867/-

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

Execution is admitted on 18/09/2024 by 1. Mrs SANDHYA DEY, Wife of Late Champak Dey, P-74, Jadu Colony, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife, 2. Mr RUDRACK DEY, Son of Late Champak Dey, P-74, Jadu Colony, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Service, 3. Mrs CHAITALI DUTTA CHOUDHURY, Wife of Mr Shes Bikas Dutta Choudhury, P-26A, Mitra Colony, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife, 4. Mrs MUNMUN DEY, Alias Mrs MUNMUN BISWAS, Wife of Mr Debasis Biswas, P-74, Jadu Colony, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Christian, by Profession House wife, 5. Mrs SWAPNA DEY, Wife of Late Gora Chand Dey, P-74, Jadu Colony, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife, 6. Mrs ARPITA BANERJEE, Wife of Mr Malay Banerjee, P-74, Jadu Colony, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife

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

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

Execution is admitted on 18-09-2024 by Mr DEBASIS GHOSH, Proprietor. D G CONSTRUCTION (Sole Proprietorship), 50, Kazi Para Road, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060

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 3,053.00/- (B = Rs 3,000.00/- , 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 3,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/09/2024 11:23PM with Govt. Ref. No: 192024250211683228 on 17-09-2024, Amount Rs: 3,021/-, Bank: SBI EPay (SBIPay), Ref. No. 8999428557127 on 17-09-2024, Head of Account 0030-03-104-001-15

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 9,971/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 249329, Amount: Rs.50.00/-, Date of Purchase: 17/09/2024, Vendor name: S C HALDER

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/09/2024 11:23PM with Govt. Ref. No: 192024250211683228 on 17-09-2024, Amount Rs: 9,971/-, Bank: SBI EPay (SBIPay), Ref. No. 8999428557127 on 17-09-2024, 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

