

4313/2022

8-4171/22

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA  
INDIAN NON JUDICIAL

AL 838366

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

24/08/22  
12/11/22

Q. 200 280 7185 / 2022

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

Additional Dist. Sub Registrar  
Sealdah

24/8/22

Smit Kumar Saha  
Deputy Saha

AB CONSTRUCTION & CONSULTANT  
Amit Kumar Saha  
Proprietor

**REGISTERED DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made on this the 19th day of

August 2022 (Two thousand twenty two) in BETWEEN

Smit Kumar Saha  
Deputy Saha

No. 3261 Value 1001. 7 AUG 2022

Date  
Sold to Anshu Banerjee  
Address  
Vendor @ 613, Susen Sarma Rd

Sealdah Civil Court  
Sharmistha Chatterjee Mukherjee

U@10



Identified by me:

A.D.S.R., SEALDAH  
24 AUG 2022  
Dist. South 24 Parganas

Bishnu pada Saha

S/o - Late Radha Gobindo Saha

A/ES, R.M.M.G. Lane





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

GRN Details

GRN: 192022230103320728  
GRN Date: 22/08/2022 20:32:06  
BRN : 9015946047613  
Gateway Ref ID: 3929734737  
Payment Status: Successful

Payment Mode: Online Payment (SBI Epay)  
Bank/Gateway: SBICPay Payment Gateway  
BRN Date: 22/08/2022 20:34:14  
Method: Indian Bank NB  
Payment Ref. No: 2002507165/3/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Om Enterprise  
Address: P 200 CIT ROAD Kolkata 10  
Mobile: 7003250647  
Depositor Status: Others  
Query No: 2002507165  
Applicant's Name: Mr Bidyut Sarma Mandal  
Identification No: 2002507165/3/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002507165/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	39900
2	2002507165/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	7
			<b>Total</b>	<b>39907</b>

IN WORDS: THIRTY NINE THOUSAND NINE HUNDRED SEVEN ONLY.

(1) SRI SUNIL KUMAR SAHA, (PAN: APMP58086H, AADHAAR No.9654 5989 9538, Mob. No.8017887557), son of Late Rajeswar Saha, by faith - Hindu, by Occupation - retired from service, by Nationality - Indian and (2) SRI DEEPJAL SAHA, (PAN: DYRPS9651D, AADHAAR No.5573 4606 4959, Mob. No.9836060199), son of Sri Swapan Kumar Saha, by faith - Hindu, by Occupation - Service, by Nationality - Indian, both residing at 64/9, Suren Sarkar Road, P.O. & P.S. Beliaghata, Kolkata-700010, District - 24 Parganas (South), hereinafter jointly called and referred to as the O W N E R S (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the FIRST PART.

AND

SRI AMIT BANERJEE, (PAN: AGFPB7674L, AADHAAR No. 8264 0921 6213, Mob. No.9836414427), son of Late Sitaram Banerjee, by faith - Hindu, by Occupation - Business, residing

*Sunil Kumar Saha*  
*Sunil Saha*

*Amit Banerjee*

at 61/B, Suren Sarkar Road, P.O. & P.S. Beliaghata, Kolkata-700010, Dist. - 24-Parganas (South), proprietor of M/S. AB Construction & Consultant, having its registered office at 41/2, Abinash Chandra Banerjee Lane, P.O. & P.S. Beliaghata, Kolkata-700010, Dist. - 24-Parganas (South), hereinafter called the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives, successor-in-office and assigns) of the SECOND PART / OTHER PART.

WHEREAS the land measuring about 3 cottahs 7 chittaks 12 sq. ft. with existing two storied building alongwith asbestos shed at premises no. 64/9, Suren Sarkar Road, P.O. & P.S. Beliaghata, Kolkata-700010, District - 24 Parganas (South), originally belonged to Pratul Kumar Sen, Profulla Kumar Sen, Ratul Kumar Sen, Sanat Kumar Sen and Sunila Bala Sen and the aforesaid original owners while were in exclusive possession of the aforesaid land and structure of the aforesaid premises they conjointly transferred the aforesaid land and structure of the

Sunil Kumar Sen  
Kolkata

Pratul Kumar Sen



premises no. 64/9, Suren Sarkar Road, P.O. & P.S. Beliaghata, Kolkata-700010, District - 24 Parganas (South) in favour of Sri Sunil Kumar Saha, the owner no.1 herein and Binapani Saha, wife of Sri Narayan Chandra Saha, both residents of 15/2, Shibtala Lane, P.S. Entally, Kolkata-700015 through a registered Deed of Sale as has been executed and registered by the aforesaid persons in favour of the aforesaid transferees namely Sri Sunil Kumar Saha and Binapani Saha on 21.12.1968 and effected delivery of possession of aforesaid property in favour of the aforesaid purchasers which has been registered in the Office of the S.R.O., Sealdah and has been recorded in Book No.1, Volume No.51 Pages from 101 to 105, Being No.2269 of 1968.

AND WHEREAS said Sunil Kumar Saha, the owner no.1 herein while was in possession with Binapani Saha in the aforesaid land and structure of the said premises, said Binapani Saha on 26.11.2018 by executing and registering one Deed of Gift had transferred her half share in the land and structure of the aforesaid premises in favour of her son Sri Swapan Kumar

*Sunil Kumar Saha*  
*Binapani Saha*

*Amit Kumar*

Saha. The said Deed of Gift has been executed and registered in the S.R.O. at Sealdah and has been recorded in Book No.I, Volume No.1606-2018, Pages from 170344 to 170367, Being No.160604998 for the year 2018. Said Binapani Saha upon transfer of her half share in the aforesaid property was disinherited from the aforesaid property and thereby said Swapan Kumar Saha became the joint owners of the aforesaid property alongwith the owner no.1 Sunil Kumar Saha. Said Swapan Kumar Saha while was in possession of the aforesaid property alongwith Sunil Kumar Saha each having undivided half share in the said property, said Swapan Kumar Saha by executing and registering a Deed of Gift on 03.02.2022 had transferred his half share in the aforesaid property in favour of his son namely Sri Deepjal Saha, the owner no.2 herein. The said Deed of Gift has been executed and registered in the S.R.O. at Sealdah and has been recorded in Book No.I, Volume No.1606-2022, Pages from 26445 to 26470, Being No.160600631 for the year 2022. Both the aforesaid Deeds of Gift have been acted upon and the gifted property under the aforesaid two Deeds of Gift were accepted

Sunil Kumar Saha  
Deepjal Saha

Amit Banerjee

duly by the Donees firstly namely Swapan Kumar Saha and subsequently Sri Deepjal Saha the owner no.2.

The aforesaid owners accordingly became the joint owners of the aforesaid property as has been more particularly detailed and described in Schedule-A hereunder written each having undivided half share in the aforesaid property.

AND WHEREAS the owners upon being joint owners of the aforesaid property got their names mutated in the records of the Kolkata Municipal Corporation as joint owners of the said property and have been paying regularly Municipal rates and taxes to the Kolkata Municipal Corporation.

AND WHEREAS the owners herein while were in exclusive possession of the said property became desirous of developing the land of the said land of the said premises by construction of G+3 (four) storeyed building but such of their intention could not be fulfilled owing to their lack of time and knowledge in this

*Sunil Kumar Saha*      *Amit Banerjee*  
*Deepjal Saha.*



regard and thereby the parties of the first part herein made contact with the party of the Second Part herein and thereby approached the Second Part to undertake the construction job of the said premises and the party of the second part on being such approached, had taken detailed discussion with the party of the 1<sup>st</sup> part and further inspected the site of the said property and on being satisfied accepted the said offer of the 1<sup>st</sup> part and thereby the party of the 1<sup>st</sup> part and 2<sup>nd</sup> part have entered into this agreement on the following terms and conditions :-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. The owners/1<sup>st</sup> part have engaged the party of the 2<sup>nd</sup> part as Builders/Developers for construction of a proposed G+3 (four) storeyed building on the land lying and situate in the said premises being Municipal Premises No. 64/9, Suren Sarkar Road, P.O. & P.S. Beliaghata, Kolkata-700010, District – 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 33 and the party of the 2<sup>nd</sup> part has accepted the said engagement as “Developer / Promoter” who

*Sunil Kumar Saha,*

*Deepal Saha.*

*Ant Binji*

will construct a four (G+3) storeyed masonry building on the land of the said premises by demolishing the old existing building, taking all legal recourses in this regard in accordance with the sanctioned building plan to be sanctioned by the K.M.C. to erect and construct structure in the said building in the manner on the terms and conditions stipulated hereinafter appearing.

2. That for the purpose of construction of the said proposed building in the said property detailed in Schedule "A" below, the Developer shall adopt all procedures to obtain sanction of building plan from K.M.C. at the own cost and expenses of the Developer.

3. That all the cost of construction of the said proposed building will be incurred and borne by the Developer from his own fund.

The owners further declare that if there be any outstanding amount of Municipal rates and taxes, the same shall be liquidated by them prior to execution of this development agreement and from the date of execution of this development agreement all such liabilities are to be borne by the developer but upon

Sumil K. Sahi  
Sumil Kamesh Sahi,  
Deepal Sahi.

Amit Banger

completion of construction and upon delivery of possession to all the apartment owners including the owners herein, the Municipal rates and taxes in respect of the whole property as would be assessed by the Kolkata Municipal Corporation shall be apportioned amongst all the apartment owners including the owners who will become the joint owners of the said property and shall not hesitate to pay the proportionate amount of municipal rates and taxes. Similarly maintenance charges of the said newly constructed premises shall also borne by all the apartment owners including the owners herein proportionately in accordance with their occupied portions at the said newly constructed building.

4. That the developer being the constituted attorney of the owners shall put his signature on the building plan for submitting the same at the office of the K.M.C. for obtaining sanction of the same from the concerned department of K.M.C. The developer shall further put his signature on the additional /revised plan, if any, and/or other applications and documents as would be required to be submitted at the office of the K.M.C. for the

Sunil Kumar Saha  
Deepal Saha.

Amit Banerjee



purpose of obtaining sanction of building plan from the office of the K.M.C. as per K.M.C. Building Rules.

5. That the proposed construction shall be constructed and completed within a period of 24 months from the date of sanction of building plan from the office of the K.M.C. and owing to unavoidable circumstances on the part of the developer to complete the said proposed construction within the said time for completion of the construction may be extended on mutual consent of the parties for another 6 (six) months which is the deadline for raising and constructing the proposed building. After the completion of the construction of the proposed building, the developer shall deliver the allotted portion of the owners to the owners.

6. That the owners and the developer shall get in their allocation in the ratio 50% : 50% of the proposed building.

7. That the owner no.1 namely Sri Sunil Kumar Saha shall be allotted 50% of eastern portion of the 2<sup>nd</sup> floor's flat and 25% of south-western portion of the 3<sup>rd</sup> floor's flat and the owner no.2 namely Sri Deepjal Saha shall be allotted 25% of north-

Sunil Kumar Saha,  
Deepjal Saha.

Amit Bera

western portion of the 3<sup>rd</sup> floor and 50% of the eastern portion of the 1<sup>st</sup> floor of the said proposed building and the owner no.1 namely Sri Sunil Kumar Saha shall be allotted 25% of north-west portion of the ground floor's garages and the owner no.2 namely Sri Deepjal Saha shall be allotted 25% of south-west portion of the ground floor's garages. The allocation of the owners herein has been more particularly detailed and specified in Schedule-B hereunder written and the rest portion of the constructed area of the said proposed building i.e. 50% of the eastern portion of the ground floor of the proposed building shall be taken by the developer, 50% of the western portion of the 1<sup>st</sup> floor will be allotted to the developer and 50% of the western portion of the 2<sup>nd</sup> floor will be regarded to be the developer's allocation and 50% on the eastern portion of the 3<sup>rd</sup> floor shall be regarded to be the allotted portion of the developer excepting the aforesaid allotted portions of the owners. The developer shall be entitled to dispose of his allotted portion to intending buyers for residential purpose only at his own sweet will and discretion by accepting the amount of consideration and for the said purpose

*Sunil Kumar Saha*  
*Deepjal Saha.*

*Amrit Bera*

the developer shall be entitled to enter into agreement for sale upon accepting the amount of earnest money and upon receipt of full amount of consideration, the developer shall be entitled to execute and register deed of sale in favour of such intending buyer/buyers under and by virtue of a registered power of attorney which the owners undertake to execute and register in favour of the developer with proportionate land share of the building. The allocation of the developer herein has been more particularly detailed and specified in Schedule "C" hereunder written.

8. It is further agreed upon that since the front portion of the 2<sup>nd</sup> floor has been agreed to be taken by Sri Sunil Kumar Saha, the owner no.1 herein instead of the developer in the arrangement of allocation as has been made herein above, the owner no.1 Sunil Kumar Saha has agreed to compensate the developer for taking the front portion of the 2<sup>nd</sup> floor by making payment of Rs.2,00,000/- (Rupees two lac only) and the said amount of Rs.2,00,000/- has been agreed to be paid by Sri Sunil Kumar Saha to the developer at the time of execution of this

Sunil Kumar Saha  
Deepal Saha.

Amit Bera



agreement Rs.1,00,000/- (Rupees one lac only) and rest amount of Rs.1,00,000/- (Rupees one lac only) has been agreed to be paid by Sri Sunil Kumar Saha to the developer within February, 2023.

9. That during the period of construction both the owners shall be shifted in other residential accommodation at the cost of the developer and the said accommodation shall be provided to the owners by the developer at his own initiation and the amount of rent of such residential accommodation as would provided to the owners will be within Rs.20,000/- (Rupees twenty thousand only) per month.

10. That during the period of construction of the said building, the owners shall reside in the aforesaid accommodation and upon completion of the building, the owners shall be reinstated in their allotted portion as has been agreed to be allotted to the owners and as has been specifically specified herein above and also in Schedule-B mentioned herein below.

11. That during the period of construction of the proposed building the owners shall not interfere in any manner in such

Sunil Kumar Saha  
Deepal Saha.

Amit Banerjee

construction made by the developer nor the owners shall create any obstruction and hindrances to the developer and his masons and labours in smooth progress of the construction of the proposed building.

12. It is further agreed upon that if the developer can obtain sanction of additional building plan for raising construction of additional floor over and above the G+3 (four) storeyed building, the developer shall be entitled to raise such additional floor and upon completion of construction of the said additional floor on the roof of the 3<sup>rd</sup> floor. It is further agreed upon between the parties that if the developer shall obtain sanction of additional floor over and above the G+3 storied building from the K.M.C. and agreed to construct the said additional floor in such an event the developer shall get in his allocation 65% of actual sanction from the K.M.C. and the owners will also get the rest 35% of the constructed floor space on the additional floor on the G+3 storied building. It has also agreed that in such situation the developer shall return back Rs.2,00,000/- (Rupees

Sunil Kumar Saha.  
Deepal Saha.

Amit-Banerjee

two lac only) to Mr. Sunil Kumar Saha by an A/c payee cheque as aforesaid at the time of construction of the 5<sup>th</sup> floor of the proposed building.

13. That the party of the 1<sup>st</sup> part herein declare, assure and undertake that they are the absolute owners of the land of the said premises detailed in schedule "A" below and they have good and marketable title in the said premises and the said premises is not under any litigation nor over the said property there is any order of attachment, liens etc.

14. That the party of the 1<sup>st</sup> part herein further assure that excepting them there is no other co-owner in respect of the said premises and the party of the 1<sup>st</sup> part herein are legally entitled to enter into this agreement with the party of the 2<sup>nd</sup> part herein and they further assure that no Deed of Transfer or any other development agreement or any other agreement have been executed by them in favour of any person or parties.

15. That the developer shall raise construction on the said proposed building strictly in consistence with the sanctioned building plan and the developer shall not make any deviation to

Sunil Kumar Saha  
Deepal Saha.

Amit Bera



the sanctioned building plan. The developer shall complete the proposed construction within 24 months from the date of obtaining sanction of building plan from the office of the K.M.C. at his own costs and expenses.

16. That the developer shall be entitled to get in his allocation the entire constructed area of the said proposed building excepting the allotted portion of the owners. The respective allotted portions of the owners and the developer has been specifically mentioned in the Schedule-B and "C" respectively.

17. That the developer is hereby authorized and empowered in relation to said construction, so far as may be necessary to apply and obtain quotas, entitlement and other allocation of or for cement, steel, bricks and other materials allocable to the owners for the construction of the said proposed building and similarly to apply for and obtain temporary and/or permanent connection of water, electricity, power and other input and facilities required for the construction of enjoyment of the building plan for which the owners shall execute a Development power of attorney in favour of the Developer and/or his nominee or

*Sunil Kumar Saha*  
*Deepal Saha.*

*Amit Benjan*

nominees and all such power of attorney and other authorities shall be executed as shall be required by the Developer for the purpose of construction and allied jobs only and the owners shall also sign all such applications and other documents as shall be required for the purpose or otherwise for construction of proposed building from time to time and owners shall sign on the building plan if necessary before submitting the same to the Municipal authority.

18. That the owners will execute and register a Development Power of Attorney in favour of the developer simultaneously with the execution of this agreement to enable the developer to take all necessary action for and on behalf of the owners for commencing the work, construction and completion of the said proposed Housing Project and entering into agreement for sale of the flats or apartment and floor spaces of the developer's allocation of the said building as per Schedule-'C' in the said building but all such power of attorney shall be executed and registered by the owners at the cost and expenses of the developer.

Sunil Kumar Sahu  
Deepal Sahu.

Amit-Banerjee

19. That in case of any dispute or differences arises as to the meaning, purport and on terms of this agreement and implementation thereof in between the parties to this agreement, the same shall be referred to two arbitrators, one of whom shall be appointed by the owner and the other by the developer. If there be any disagreement in the opinion of the arbitrators, the same shall be referred to an umpire to be decided by the parties to this agreement at their mutual understanding. The arbitration proceeding shall commence and proceeded on in accordance with the provision as laid down in Arbitration & Conciliation Act, 1996.

20. That the owners as well as the developer or subsequent owners shall not do any act, deed or thing whereby enjoyment of any common facilities among the several flat owners in the building may be obstructed.

21. That the allocation of the owners and the developer has been specifically mentioned in Schedule- "B" and Schedule "C" respectively. The developer shall raise the construction as has been mentioned in "Basic Specification of Construction".

Sumit Kumar Saha  
Ajeet Saha.

Amit Banerjee



Ultimate roof of the building shall remain under control and possession of the owners and the developer herein in the ratio of 50% : 50%.

22. It has been specifically agreed upon that the developer shall handover the allocated portions of the owners fully and completely constructed in habitable condition in all respect simultaneously with the delivery of possession of the purchasers of developer's allocated portion.

23. The Developer shall be entitled to fix its temporary sign board on the said property for advertisement of sale of flat/flats of the developer's share and inserting in newspaper and other advertising media after sanction of the building plan without any objection from the land owners. No signboard temporary / permanent can be hoisted on the building for any other purposes whatsoever. The developer will choose the name of the new building with the consent of the owners.

24. The developer absolutely shall appoint any Architects for supervising the structural constructions of the foundation, pillars, structures, terms and conditions slabs, concrete

Sunil Kamal Saha  
Deepal Saha.

Amit Banerjee

underground/overhead reservoirs, electrical, land plumbing, fixtures and materials for constructions sewers and sewerage system etc. and shall have the right to do so but exclusively at their (developers) costs and expenses. The landowners shall not be liable, responsible in any manner whatsoever regarding the construction materials used by the developer.

25. The developer shall have their full right to dispose of their allotted portion in the said building in favour of the intending buyers only for residential purpose. The owners shall have no objection in respect of the same. The entire consideration money against the disposal of the Developer's allocation of the said building shall be appropriated by the developers themselves. The consideration money whichever shall be realized by the developer for the disposal of their allotted portion of the said Building, shall be regarded the income of the developer and the owners shall not be accountable for such money received by the developer before any authority namely income tax and other statutory authorities.

Sunil Kumar Saha  
Deepal Saha

Amit Banerjee

26. That it is further agreed upon that on the demise of either of the parties to this agreement, the respective right, title and interest of the parties hereto shall be governed under the provision of Sec.8 of the Hindu Succession Act.

27. That upon demise either of the parties to this agreement shall not be cancelled or terminated, the respective heirs of the deceased party will step in the shoes of the deceased party and the said heirs of the deceased party shall be bound to fulfill the terms of this agreement. The owners undertake to effect delivery of possession of the said property in free condition and without any encumbrances so that the developer can undertake the development job of the said premises.

28. The developer and his men, agents, engineers, architects, masons, Labours, contractors will have free access at the said premises and will take all necessary steps/action necessary for implementation of the project by development of the land of the said premises, posting of temporary banners and advertisement in the papers inviting buyers of the allotted portion of the developer.

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Deepal Saha.

Amit Bandyopadhyay



29. That the sale proceeds of the developer's allocation and proportionate land interest with regard to the developer's allocation will be considered as consideration of the flats/apartment and other miscellaneous expenses incurred by the developer.

30. The parties of the both part have entered into this agreement purely on principle-to-principle basis and nothing stated herein shall be deemed or constructed as partnership or a joint venture between the owners and developer. .

31. After execution and registration of the document in respect of Developer's allocation and completion of scheme as are required by the law, the owners shall have right, title and interest into the said immovable property in respect of the common portions of the building for enjoyment of their allotted portion along with other flat owners of the building. The developer shall be at liberty to allot and/or transfer the developer's allotted portions including proportionate land interest of the building in favour of other person/persons without any reference to the owners for residential purpose.

Sunil Kant Seh  
Deepal Seh.

Amit Bera

32. The apartments in the said housing project excepting those are allotted to the owners shall be booked and sold by the developer to the intending purchasers. The developer is entitled to accept money from the intending purchasers by way of advance for the sale of flat or flats or proportionate land interest of the building from the intending purchasers for residential purposes. The owners shall not be entitled to interfere with and to raise any objection whatsoever thereto excepting the purpose referred above.

33. That simultaneously with the execution of this agreement, the owners shall handover all the originals of the documents relating to the title of the owners in the said property to the developer and subject to proper acceptance the owners further undertake to give inspection to the developer other copies of documents relating to the said property to the developer in case of necessity. After completion of construction of building upto 3<sup>rd</sup> floor or after delivery of possession of the owners' share, whichever is earlier, the original Title Deeds, original completion certificate, original sanctioned plan, original papers

Jamit Kanta Saha  
Aepjal Saha.

Amit-Berjee

for water connection, electricity etc. and other original documents relating to the Land & Building for common use will be handed over to the owners / newly formed Association after 5 years of completion of proposed building. The owners further assure that the said property is free from all encumbrances. From the date of delivery of possession of the flats by the developer, the owners of the respective flats shall pay the proportionate Municipal taxes and any other impositions, maintenance charges and other expenses relating to the said housing project proportionately as may be determined by all the flat owners or by the Association of the Apartment owners to be formed. All the apartment owners shall form the association of the Apartment owners under the provisions of W.B.A.O. Act 1972.

34. From the date of delivery of possession of the apartment, the developer/allottee of respective flats and the owners shall pay the proportionate share of the Municipal taxes in respect of their allotted portions and other impositions, maintenance charges relating to the said housing project. Since the date of

Sumil Kumar shri  
Ajeet Sahar.

Amit Bandyopadhyay



execution of this agreement to the date of completion of the said housing project all such liabilities are to be borne by the developer.

35. The developer shall construct the said building in accordance with the building rules of the K.M.C. and the developer shall bear whole cost of construction of the said proposed building. The roof right of the building shall remain to the owner and the developer and the flat owners will have right of user in common with other apartment owners. It is informed by the owner that there is no tenant as of date in the existing premises.

36. That it is agreed upon in between the parties that the parties to this agreement and their respective transferees shall use for beneficial enjoyment of the said proposed building, the common passage, common entrance, stair-case, stair-case landing and open spaces surrounding the said proposed building and also the terrace of the said proposed building and those portions shall be regarded to be the common portions of the proposed building.

Sunil Kumar Saha  
Deepal Saha.

Asmit Banerjee

SCHEDULE-"A" ABOVE REFERRED TO :

(Description of the whole property )

ALL THAT land measuring about 3 cottahs 7 chittaks 12 sq. ft. with existing two storied building alongwith asbestos shed at premises no. 64/9, Suren Sarkar Road, P.O. & P.S. Beliaghata, Kolkata-700010, District - 24 Parganas (South), within the limits of Kolkata Municipal Corporation, Ward No. 33, which is butted and bounded in the manner following:

- On the North : By 20' ft. wide Suren Sarkar Road;
- On the South : By premises no.64/8A & 64/8B, Suren Sarkar Road;
- On the East : By 20' ft. wide Suren Sarkar Road;
- On the West : By premises no.64/11B/1A, Suren Sarkar Road.

SCHEDULE-"B" ABOVE REFERRED TO :

(Allotted portions of the owners)

The owner no.1 namely Sri Sunil Kumar Saha shall be allotted 50% of eastern portion of the 2<sup>nd</sup> floor's flat and 25% of

Sunil Kumar Saha.  
Deepal Saha.

Anil Bera

south-western portion of the 3<sup>rd</sup> floor's flat and the owner no.2 namely Sri Deepjal Saha shall be allotted 25% of north-west portion of the 3<sup>rd</sup> floor and 50% of the eastern portion of the 1<sup>st</sup> floor of the said proposed building and the owner no.1 namely Sri Sunil Kumar Saha shall be allotted 25% of north-west portion of the ground floor's garages and the owner no.2 namely Sri Deepjal Saha shall be allotted 25% of south-west portion of the ground floor's garages.

SCHEDULE-"C" ABOVE REFERRED TO :

(Allotted portions of the Developer)

The developer shall be allotted the rest portion of the constructed area of the said proposed building i.e. 50% of the east-north-south portion of the ground floor of the proposed building shall be taken by the developer, 50% of the western portion of the 1<sup>st</sup> floor will be allotted to the developer and 50% of the western portion of the 2<sup>nd</sup> floor will be allotted to the developer's allocation and 50% on the eastern portion of the 3<sup>rd</sup>

Sunil Kumar Saha  
Deepjal Saha.

Anil-Berjan



floor shall be regarded to be the allotted portion of the developer excepting the aforesaid allotted portions of the owners.

SCHEDULE-"D" ABOVE REFERRED TO :

(Common portions of the proposed building)

1. The foundations, columns, beams, supports, girders, entrance and exists, open to sky street, corridors, stair, staircase of the building, boundary walls and main gate, stair case and stair case landing.
2. Common passage, common areas.
3. Water pump, overhead water tank and underground water reservoirs, water pumps and other common plumbing installation pump room.
4. Lift covering all the floors.
5. Electrical wiring as per ISI mark in Pump Room, Main gate, common passage, staircase lobby, motors, fittings and fixtures for lighting the stair cases lobby and other common areas (excluding those as are installed for any particulars flat) installation fixtures, fittings etc. and roof.

Sunit Kumar Saha  
Deepal Saha.

Amit Banerjee

6. Drains and sewerage line of the building.
7. Such other common parts, areas equipment, installation fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or ingress or egress of the flats and as are necessary for the building.
8. Separate Electric Meter for Lift, Pump and common area lighting.

#### WORK SCHEDULE & SPECIFICATION

##### A. Civil Works:

##### 1. Structure

∴ The building will be of R.C.C. framed structure of adequate strength to withstand all strain anti-earthquake measures will be taken, R.C.C. work would / will be in the ratio of 3:2:1 and 4:2:1. The wall will be in brick structure and the thickness will be varying from 8", 5" & 3" both outer and inner wall as per Kolkata Municipal Corporation sanctioned plan for the best utilization of inside space, load bearing and strength of the structure. The ratio for sand and cement for plaster work both inside and outside will be 5:1 and for ceiling 4:1 for the above work first class material will be used as per requirement and engineers' advice.

Sunil Kumar Saha

Deepal Saha.

Anil Bera

2. Iron : The steel will be used SRMB/Elegant/Captain/Shyam Steel.
3. Cement : Cement will be used Ultratech/Ambuja/A.C.C. whichever is available during the construction period.
4. Brick : The best quality Nilgunje, Barasat, Batanagar number one bricks will be used for brick work as per availability of the material.
5. Sand : The best quality coarse and medium Burdwan/Illambazar sand will be used for construction job.
6. Stonechips : The best quality 3/4" and 5/8" Pakur and Nalhati stonechips will be used for the construction job.
7. Flooring & skirting : The flooring will be provided with good quality 2½ ft. x2' & 2'x2' marble or joint-free tiles for Bedrooms, Dining rooms, Kitchen and Toilets. 6" Skirting will be provided all around the rooms. The floor tiles' price will be around Rs.80/- per sq. ft. In the Toilets 7' height glazed tiles will be used in all the four walls from the ground level and in Kitchen 4' height glazed tiles will be provided over and above the cooking slab. The cooking slab will be provided with green marble top or granite top and the sink will be provided with stainless steel sink. The staircase will be provided with 2'x2' marble with 6" skirting.
8. Doors & Windows : All the doors will be provided with good quality Sal wood frame and 1½" commercial flush door with both sides sun mica. Tower Bolt and door

Sunil Kumar Saha

Deepal Saha.

Amit Banerjee



bolt will be provided in the doors and in the main door one Godrej lock will be provided. All the windows will be provided with best quality aluminium sliding window with box grill. Each flat one number wall-almirah will be provided as per KMC sanction.

#### 9. Sanitary & Plumbing

In toilets all the water lines will be concealed with I.S.I. standard PVC fittings. In outer wall sanitary waste and soil line will be provided with Supreme or Reliance make PVC pipes. All the hot water line will be CPBC supreme pipes. All the fittings will be provided with ESSCO / CERA or Parry Ware ISI making fittings and sanitary fittings will be Parrywear or Cera, white in colour will be used. In common toilet, hot and cold water line will be provided and one 20" x 16" basin with cold and hot mixture and one no. mixture and one no. overhead shower will be provided. In the attach toilet one no. overhead shower, one no. bib cock and one no. 9"x12" corner or normal basin will be provided. In the kitchen also cold water line will be given and one no. bib cock will be given below the sink. All the commode Cera / Parrywear will be European style and all the bib cocks will be chromium plated (CP) and sanitary items will be white in colour. Again the warranty will be for one year anywhere any problem comes, it will be looked into immediately with a

Sumit Kante Sahu

Deepal Sahu.

Amit Bandyopadhyay

replacement or repaired after spot inspection. One loft will be provided in the attached toilet as per sanction of K.M.C.

#### 10. Electrification

∴ PVC concealed wiring will be provided. Multicore wire will be used, with a make of Havels / Anchor. All the switches will be either Anchor or Havels make with warranty of two years. Each bedroom will be provided with 5 nos. point and in Drawing & Dining room 8 nos. points. T.V. & Telephone line will be provided in the Drawing room. A.C. will be provided in one bedroom. In common toilet one geyser line and one exhaust line and one bulb point will be given. In attached toilet one bulb point, one exhaust point will be given. In Kitchen one no. 15+5 Amp. Combined Plug point and 1 no. 5 Amp. plug point will be provided and in kitchen one no. bulb point, one no. exhaust point and 1 no. Acquaguard point will be given. 1 no. bell point will be given in the main door. The main service cable and common meter from CESC will be provided by the developer and the proportionate charges of CESC main meter will be given or borne by the individual flat owners only and the individual meter expenses will be borne by the individual flat owner's name only. .

#### 11. Grill & Railing

∴ All the windows will be provided with 5 ½" x 18"

Sunil Kant Saher  
 Deepal Saher. Anil Bera

section flat box iron grill. Verandah railing will be provided with a railing upto 3 ½' ft. height from the floor level.

12. Dado in the Outer Wall : In the outer walls 2' high cement Dado will be provided from ground level with an approved proportionate ratio of cement all around the building.
13. Painting & Paris Work : Inside wall will be provided with putty and outside wall will be provided with putty finished with weather coat colour of either I.C.I. / Berger / Asian but quality waterproof colour.
14. Termite Treatment : For control of termite, termite treatment will be done during construction before laying the foundation, footings, columns and under all floors as per the specification laid down by the manufacturer.
15. Lift : A lift will be provided by the developer as per specification in the sanctioned building plan of 4/5 passengers with a make of LES, Laser or IBG or Electromech Elevator or any other Elevators.
16. C.C. T.V. : The C.C. T.V. will be provided in the proposed building.

N.B.: Other than the above specification if any extra work in better quality will be done by the party, the extra charges will be borne by the party as per prevailing market rate.

Sunil Kumar Saha

Deepal Saha.

Anil Bera



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day, month, year first above written.

Signed, sealed & delivered in presence of :-

1) *Swapna Kumar Saha*  
*64/9 Suran Sarkar Road*  
*Balaghata. Kall- 10* *Sunil Kumar Saha.*  
*Deepal Saha.*

2) *Ranjit Chandra*  
*75. Hemchandra*  
*Nurkur Road*  
*Kall- 10*

Signature of the OWNERS

AB CONSTRUCTION & CONSULTANT

*Amit Kumar*  
 Proprietor

Signature of the DEVELOPER











Drafted and prepared in my office

*Ranjit Kumar*












Advocate.

Enrolment NO W/1365 of 1977












Ph. No 9830225721  
 Judges' Court, Alipore  
 Cal- 27.

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ..... SUNIL KUMAR SAHA .....  
 Signature ..... Sunil Kumar Saha .....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ..... DEEPAJAL SAHA .....  
 Signature ..... Deepjal Saha .....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ..... AMIT BANERJEE .....  
 Signature ..... Amit Banerjee .....



## Major Information of the Deed

Deed No :	I-1606-04191/2022	Date of Registration	24/08/2022
Query No / Year	1606-2002507165/2022	Office where deed is registered	
Query Date	18/08/2022 3:56:36 PM	A.D S R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bidyut Sarma Mandal 16/C Abinash Chandra Banerjee Lane, Thana : Beliaghata, District : South 24-Parganas, WEST BENGAL, PIN - 700010, Mobile No. : 9123634432, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 80,00,000/-	Rs. 1,63,53,750/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,000/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Beliaghata, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Suren Sarkar Road, Road Zone : (Abinash Baner Ln -- Radha M D G Lane) , , Premises No: 64/9, , Ward No: 033 Pin Code : 700010





Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 7 Chatak 12 Sq Ft	75,00,000/-	1,55,43,750/-	Property is on Road
<b>Grand Total :</b>				5.6994Dec	75,00,000 /-	155,43,750 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	5,00,000/-	8,10,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 72 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 72 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		2000 sq ft	5,00,000 /-	8,10,000 /-	



**And Lord Details :**




Name,Address,Photo,Finger print and Signature			
No	Name	Photo	Signature
1	<b>Mr Sunil Kumar Saha</b> Son of Late Rajeswar Saha Executed by: Self, Date of Execution: 24/08/2022 , Admitted by: Self, Date of Admission: 24/08/2022 ,Place : Office	 24/08/2022	 LTI 24/08/2022
64/9, Suren Sarkar Road, City:- Not Specified, P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: APxxxxxx6H, Aadhaar No: 96xxxxxxxx9538, Status :Individual, Executed by: Self, Date of Execution: 24/08/2022 , Admitted by: Self, Date of Admission: 24/08/2022 ,Place : Office			
No	Name	Photo	Signature
2	<b>Mr Deepjal Saha</b> Son of Mr Swapan Kumar Saha Executed by: Self, Date of Execution: 24/08/2022 , Admitted by: Self, Date of Admission: 24/08/2022 ,Place : Office	 24/08/2022	 LTI 24/08/2022
64/9, Suren Sarkar Road, City:- Not Specified, P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: DYxxxxxx1D, Aadhaar No: 55xxxxxxxx4959, Status :Individual, Executed by: Self, Date of Execution: 24/08/2022 , Admitted by: Self, Date of Admission: 24/08/2022 ,Place : Office			

**Developer Details :**



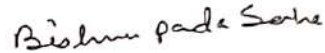
Name,Address,Photo,Finger print and Signature	
SI No	
1	<b>AB Construction And Consultant</b> 61/B, Suren Sarkar Road, City:- Not Specified, P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 , PAN No.:: AGxxxxxx4L, Aadhaar No: 82xxxxxxxx6213, Status :Organization, Executed by: Representative



Representative Details :

Name, Address, Photo, Finger print and Signature			
Name	Photo	Finger Print	Signature
<b>Mr Amit Banerjee</b> <b>(Presentant)</b> Son of Late Silaram Banerjee Date of Execution - 24/08/2022, , Admitted by: Self, Date of Admission: 24/08/2022, Place of Admission of Execution: Office	 Aug 24 2022 1:11PM	 LTI 24/08/2022	 24/08/2022
61/B, Suren Sarkar Road, City:- Not Specified, P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx4L, Aadhaar No: 82xxxxxxx6213 Status : Representative, Representative of : AB Construction And Consultant (as Sole Proprietor)			

Identifier Details :

Name	Photo	Finger Print	Signature
<b>Bishnu Pada Saha</b> Son of Late Radha Gobinda Saha 4/65, Ram Mohan Mallick Garden Lane, City:- Not Specified, P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24- Parganas, West Bengal, India, PIN:- 700010	 24/08/2022	 24/08/2022	 24/08/2022
Identifier Of Mr Sunil Kumar Saha, Mr Deepjal Saha, Mr Amit Banerjee			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Sunil Kumar Saha	AB Construction And Consultant-2.84969 Dec
2	Mr Deepjal Saha	AB Construction And Consultant-2.84969 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Sunil Kumar Saha	AB Construction And Consultant-1000.00000000 Sq Ft
2	Mr Deepjal Saha	AB Construction And Consultant-1000.00000000 Sq Ft



Date 24-08-2022

**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 12:17 hrs on 24-08-2022, at the Office of the A.D.S.R. SEALDAH by Mr Amit Banerjee .

**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 1,63,53,750/-

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

Execution is admitted on 24/08/2022 by 1. Mr Sunil Kumar Saha, Son of Late Rajeswar Saha, 64/9, Road: Suren Sarkar Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Retired Person, 2. Mr Deepjal Saha, Son of Mr Swapan Kumar Saha, 64/9, Road: Suren Sarkar Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Service

Indetified by Bishnu Pada Saha, , , Son of Late Radha Gobinda Saha, 4/65, Ram Mohan Mallick Garden Lane, P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by profession Private Service

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

Execution is admitted on 24-08-2022 by Mr Amit Banerjee, Sole Proprietor, AB Construction And Consultant (Sole Proprietorship), 61/B, Suren Sarkar Road, City:- Not Specified, P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010

Indetified by Bishnu Pada Saha, , , Son of Late Radha Gobinda Saha, 4/65, Ram Mohan Mallick Garden Lane, P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by profession Private Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/08/2022 8:34PM with Govt. Ref. No: 192022230103320728 on 22-08-2022, Amount Rs: 7/-, Bank: SBI EPay ( SBlePay), Ref. No. 9015946047613 on 22-08-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,000/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,900/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 3261, Amount: Rs.100/-, Date of Purchase: 17/08/2022, Vendor name: S CHATTERJEE MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/08/2022 8:34PM with Govt. Ref. No: 192022230103320728 on 22-08-2022, Amount Rs: 39,900/-, Bank: SBI EPay ( SBlePay), Ref. No. 9015946047613 on 22-08-2022, Head of Account 0030-02-103-003-02

*Amitava Ghosal*

Amitava Ghosal  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH  
South 24-Parganas, West Bengal



