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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

*Handwritten signature and number: 6-11/240167*

*K*  
District Sub-Register-III  
Alipore, South 24-pargan

07 MAR 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT

made this 7<sup>th</sup> day of March,

Two Thousand Twenty Four (2024)

BETWEEN



SMT. RATNA GUHA (PAN : AWRPG7374A), (AADHAAR NO. 9392 6189 8607 ) and (Mobile : 8017370137) wife of Sri Goutam Guha and daughter of Late Bimalendu Das and Late Protima Das, by Nationality Indian, by religion Hindu, by occupation retired, residing at 103, Kanungo Park, P.O. Garia, , P.S. Patuli, Kolkata - 700 084 hereinafter called the "OWNER" (which term or expression shall, unless excluded by or repugnant to the context be always mean and include her heirs, executors, legal representatives and assigns) of the ONE PART

A N D

M/S. GLOBE CONSTRUCTION, (PAN : ADFPD1434R), a sole proprietorship firm having its office at 150, Kanungo Park, P.O. Garia, Kolkata - 700 084, P.S. Patuli, represented by SRI JAYANTA DEB BISWAS, (PAN : ADFPD1434R), (AADHAAR NO. 2458 0437 2299) and (Mobile : 98310 26073), son of Late Somendra Krishna Deb Biswas, resident of 150, Kanungo Park, P.O. Garia, Kolkata - 700 084, P.S. Patuli, hereinafter called the "DEVELOPER" (which term or expression shall, unless excluded by or repugnant to the context always mean and include its successors, successors-in-office, executors, administrators and assigns) of the OTHER PART.

WHEREAS the Governor acquired certain lands at the instance of the West Bengal Settlement Kanungos' Co-operative Credit Society Ltd. (hereinafter referred to as the said "Society") which had its registered office at 35, Gopalnagar Road, Calcutta - 700027, in the district of 24-Parganas, for resettlement of refugees and creation of better living condition in Mouza - Baishnabghata, P.S. - Tollygunge, District - 24-Parganas, under the West Bengal, Land Development and Planning Act, 1948 and took possession of the said lands on or about the April, 1950 whereupon the said lands vested absolutely in the Government of West Bengal (hereinafter referred to as "the Governor") free from all encumbrances.

AND WHEREAS pursuant to the provisions at section 10 of the said Land Development and Planning Act, the Society entered into an Agreement with the Governor bearing date the 1<sup>st</sup> day of April, 1950, whereby it was agreed inter alia that the society should pay to the Government all and every compensation that will be payable in respect of the acquisition of said land and all costs, charges and expenses of the acquisition proceedings as may be estimated by the collector of 24-

Parganas under the West Bengal Land Development and Planning Act, 1948.

**AND WHEREAS** in accordance with the provisions of the said agreement, the society deposited with the collector of 24-Parganas Rs. 1,73,628/- being part of the costs of acquisition of the said lands and possession of the said lands was made over to the said Society with the right to have the lands transferred to the society upon full payment of the amount of compensation and the costs, charges and expenses as aforesaid to enable the society to sell and transfer the said lands to bonafide refugees and homeless Government employees and homeless persons of the State of West Bengal in terms of the said hereinbefore in part recited agreement.

**AND WHEREAS** the society having failed to comply with the terms and conditions of the said hereinbefore in part recited agreement, the Governor determined the said agreement dated the 1<sup>st</sup> day of April, 1950 entered into between the society and the Governor, resumed the said lands which remained vested absolutely in the Governor for dealing with and disposing of the same in execution of the development scheme and appointed an administrator for the execution of the said scheme.

**AND WHEREAS** the transferee had prior to the termination of the said hereinbefore in part recited agreement, dated the 1<sup>st</sup> day of April, 1950, deposited with the society the sum of Rs. 1,250/- for allotment of the plot of land hereinafter mentioned and described in the schedule hereunder written to the transferee but no transfer had been effected by the society in favour of the transferee of the said land.

**AND WHEREAS** the transferee had applied to the administrator for allotment of the plot of land mentioned in the schedule hereunder written, forming part or portion of the said lands so acquired as aforesaid under the said Land Development and Planning Act, for residential purposes and the administrator, Development Scheme, had agreed to allot to the transferee 4 Cottahs 10 Chittacks and 28 sq. ft. of land on payment of the sum of Rs.4,610/- in addition to the sum of Rs. 1,250/- paid by the transferee to the society as aforesaid towards the price of the said land and upon assignment by the transferee in favour of the Governor aggregated to Rs. 5,860/- (Rupees Five Thousand Eight Hundred & Sixty) only the claim of the transferee to recover from the society, the said sum of Rs. 1,250/- so deposited as aforesaid by the transferee with the society.

**AND WHEREAS** accordingly the transferee in terms of Memo No. 198 L. Dev. Dated Calcutta, the 18<sup>th</sup> June, 1985 issued by the Administrator, Development

Schemes, Government of West Bengal, Land and Land Reforms Department, Land Development Branch to the transferee Sri Bimalendu Das, since deceased, requesting him to deposit additional land value of Rs. 4,610/- in respect of Plot no. 103, Kanungo Park, B block of Baishnabghata Development Scheme which is in addition to the sum of Rs. 1,250/- paid by the transferee Sri Bimalendu Das, since deceased, to the Society towards the price of the said land, deposited Rs. 4,610/- as additional land value by challan no. 850 dated 07.08.1985 with the Reserve Bank of India for Plot no. 103 Kanungo Park within B block of Baishnabghata Development Scheme which was acknowledged by the Administrator, Development Schemes, Government of West Bengal, Land and Land Reforms Department, Land Development Branch by his Memo no. 285 L. Dev., Dated Calcutta, the 11<sup>th</sup> October, 1985.

**AND WHEREAS** the transferee Sri Bimalendu Das, since deceased in terms of the Government request, by a registered Deed of Assignment dated 11<sup>th</sup> day of July, 1986, registered in the office of the A.D.S.R. Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 31 from pages 339 to 344, being no. 1757 for the year 1986, as ASSIGNOR of the one part and the GOVERNOR of the State of West Bengal of the other part, transferred and assigned all his right, title and interest of and in the said sum of Rs. 1,250/- so deposited by the assignor with the said society unto the Governor of the State of West Bengal for recovery of the said sum of Rs. 1,250/- from the society and the Governor shall stand seized and possessed of all such right, title and interest of the assignor of and in the said sum of Rs. 1,250/- including the right to recover the same from the said society.

**AND WHEREAS** thus the transferee Sri Bimalendu Das, since deceased, paid the entire consideration of the said land measuring 4 Cottahs 10 Chittacks and 28 sq. ft. being Rs. 5,860 /- including assignment of his right, title and interest in the said sum of Rs. 1,250/- unto the Governor of the State of West Bengal for recovery of the said sum of Rs. 1,250/- from the society.

**AND WHEREAS** so the transferee had requested to the Governor to execute those presents for the purpose of vesting the said lands, allotted to him, the transferee and the Governor had agreed to do so.

**AND WHEREAS** that in pursuance of the said Agreement and in consideration of the sum of Rs. 4,610/- paid by the transferee to the Government on or before the execution of these presents and the Assignment executed by the transferee in favour

of the Governor of the claims of the said transferee against the society for the said sum of Rs. 1,250/- so deposited by the transferee with the society as aforesaid, the Governor by an Indenture dated 11<sup>th</sup> July, 1986, registered in the office of the Additional District Sub-Registrar, Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 31, from pages 328 to 338, being no. 1756 for the year 1986 granted, transferred, conveyed and assigned unto the transferee Sri Bimalendu Das, since deceased **ALL THAT** piece or parcel of land delineated in the map thereinto annexed and described in the schedule thereunder written **TO HOLD** the same unto the transferee, free from encumbrances but subject to payment of such rent as may be determined to be payable in respect of the said piece or parcel of land **AND** the transferee hereby covenants with the Governor that he shall not without the sanction, in writing, of the Government first has and obtained, use the land for any purpose whatsoever other than of erection dwelling house for the residence of himself and the members of his family.

**AND WHEREAS** though the Governor granted, transferred, conveyed and assigned unto the transferee the said land measuring 4 Cottahs 10 Chittacks and 28 sq. ft. receiving the entire consideration for that from the transferee as mentioned in the schedule of the said Indenture dated 11<sup>th</sup> July, 1986 and also mentioned in the **FIRST SCHEDULE** hereunder written but attached one condition in the form of a covenant meaning thereby that the transferee shall use the land for the purpose of erection of a dwelling house for his residence and the members of his family.

**AND WHEREAS** the transferee Sri Bimalendu Das, since deceased, during his lifetime mutated his name in respect of the said plot of land measuring 4 Cottahs 10 Chittacks and 28 sq. ft. morefully mentioned in the schedule of the said Indenture dated 11<sup>th</sup> July, 1986, in the of the B.L. and L.R.O. and started paying the rents and taxes in respect of the said land year by year and thereafter recorded his name in the assessment records of the Kolkata Municipal Corporation enjoying the said premises after making construction of single storied building thereon without any disturbance and hindrance from anybody whomsoever.

**AND WHEREAS** the said transferee Sri Bimalendu Das, while thus absolutely seized and possessed of the said land **TOGETHERWITH** single storied building standing thereon, morefully mentioned and described in the **FIRST SCHEDULE** hereunder, died intestate on 18<sup>th</sup> January, 2004, leaving behind him surviving his wife Smt Protima Das and only daughter Smt Ratna Guha as his legal heirs and

successors and legal representatives, who jointly inherited the said property left by the deceased Bimalendu Das each inheriting undivided  $\frac{1}{2}$  share in the said property, mentioned in the FIRST SCHEDULE hereunder written.

AND WHEREAS on the death of Smt Protima Das, the wife of deceased Bimalendu Das on 28.09.2014, the undivided  $\frac{1}{2}$  share left by the deceased Pratima Das devolved upon her daughter Smt Ratna Guha and by virtue of inheritance, Smt. Ratna Guha, the owner herein has become the absolute owner in possession of the said property measuring 4 Cottahs 10 Chittacks and 28 sq. ft. of land **TOGETHERWITH** single storied standing thereon, morefully mentioned and described in the schedule of the Indenture dated 11<sup>th</sup> July, 1986 and also in the **FIRST SCHEDULE** hereunder written free from all encumbrances and liabilities whatsoever and for the sake of brevity referred to as the "said premises".

AND WHEREAS the owner herein, Smt. Ratna Guha, has mutated her name in the records of the B.L. & L.R.O. and also in the assessment records of the Kolkata Municipal Corporation wherein the said land with the building has been assessed as Premises No. 9, Kanungo Park, under Ward No. 110 of the KMC, bearing Assessee No. 311100700091.

AND WHEREAS the owner Smt. Ratna Guha, being the only daughter of the deceased transferee Sri Bimalendu Das has been legally advised that such a condition mentioned in the Deed in reality absolutely restrains alienation of the said land to any third party by Smt Ratna Guha, the owner herein and such condition or limitation is void in terms of section 10 of the Transfer of Property Act, 1882, when it is a transfer within the meaning of the transfer of Property Act, 1882.

AND WHEREAS in view of the above mentioned statute the condition and limitation attached with the grant of transfer of the said land as mentioned in the schedule of the Indenture dated 11<sup>th</sup> July, 1986, being void, Smt Ratna Guha, the owner herein, is the absolute owner of the said land as mentioned in the schedule of the Indenture dated 11<sup>th</sup> July, 1986, being free from all encumbrances and liabilities whatsoever more so when non performance or breach of a covenant does not defeat the grant in terms of various High Court judgments.

AND WHEREAS Governor of the State of West Bengal by an Indenture dated 21.12.2023 allotted to Smt. Ratna Guha forever **ALL THAT** piece or parcel of land measuring 4 cottahs and 10 chittacks 28 sq. ft. together with single storied brick built

dwelling house standing thereon and on part thereof measuring 500 sq. ft. super built up area and being Municipal Premises no. 9, Kanungo Park, Kolkata - 700 084 under the jurisdiction of Ward No. 110 of the Kolkata Municipal Corporation, comprised in and being Scheme Plot No. 103 (Bastu), Kanungo Park, within Block - B of the scheme of the West Bengal Settlement Kanungos' Co-operative Credit Society Limited and being part of R.S. Plot No. 562/1538 under Khatian No. Nil of Mouza : Baishnabghata, J.L. No. 28 under Police Station : formerly Jadavpur, presently Patuli in the District of 24-Parganas (South), morefully mentioned and described in the **FIRST SCHEDULE** hereunder written, free from all encumbrances and liabilities whatsoever. The said Deed was registered in the office of the D.S.R - IV, Alipore and recorded in Book No.I, Volume - 1604 - 2023, Pages 468432 to 468457, Being No.160415336 for the year 2023.

**AND WHEREAS** the said premises is free from all encumbrances, lien, mortgages and lispensens whatsoever.

**AND WHEREAS** by virtue of the aforesaid 2 Deeds the said Smt. Ratna Guha became the absolute owner-in-possession of the said premises in which none other than the owner has any right, title, interest and possession.

**AND WHEREAS** the owner has approached the developer to develop the said premises morefully described in the **FIRST SCHEDULE** hereunder written by way of constructing a ground plus four storied residential building in terms of the building plan so to be sanctioned by the KMC authority and on the basis of sharing of allocation of the proposed building as owner's allocation and developer's allocation of certain percentage to be given to the developer as offered by the developer with the right of transfer of developer's allocation to the intending purchasers on some terms and conditions.

**AND WHEREAS** the owner having found the offers of the developer suitable, accepted the offer of the developer and subject to the terms and conditions hereinafter contained, the owner herein, has agreed with the developer to handover the work of development of the said premises, morefully described in the **FIRST SCHEDULE** hereunder and the developer shall pay the consideration of the said premises to the owner by way of providing constructed area in the form of flats as owner's allocation as mentioned in the **SECOND SCHEDULE** hereunder having right to alienate and transfer the balance constructed area of the proposed building to the prospective purchasers by the developer on certain terms and conditions.

**AND WHEREAS** the owner in terms of the said development agreement already delivered all original deeds and papers to the developer for sanctioning of proposed building plan as well as for obtaining NOC from the Government, for obtaining sanction of building plan from the Building Department of the K.M.C. for construction of a ground plus four storied building on the FIRST SCHEDULE property and the Developer obtained the aforesaid NOC from the State Government and also obtained sanction of a G + IV storied building plan over the said premises vide building Plan No.2023110360 dt.26.01.2024.

**AND WHEREAS** the developer has already taken the NOC from the Government by spending huge cost which will be required for sanctioning of proposed building plan and it involves an expenditure of extra money apart from the cost and expenses required for sanctioning of the proposed G+IV storied building plan was incurred by the developer.

**AND WHEREAS** since it was not possible for the owner to bear any extra cost and expenditure initially for obtaining NOC from the Government to enable the developer for aforesaid sanction building plan in respect of the proposed G+IV storied building and as such extra expenditure amount will be incurred by the developer for payment of pending dues of land to the Government as well as departmental expenditure

**TO HAVE AND HOLD AND TO HOLD THE SAID** land given, and transferred unto and to the use of the allottee forever.

**AND WHEREAS** according to the said registered Indenture dated 21.12.2023, the allottee shall be in possession of the parcel of land morefully described under schedule to the said Indenture dated 21.12.2023 and shall continue to remain in possession subject to the terms and conditions of the said deed.

**AND WHEREAS** pursuant to the law and rules framed thereunder with regulation applicable for entering into the agreement of allotment of land etc. for the EXECUTOR, the registered Indenture dated 21.12.2023, has been entered into and as such, the above mentioned law / rules and regulation will strictly adhere to the both parties of said deed in all terms.

**AND WHEREAS** according to the said registered Indenture dated 21.12.2023, the allottee shall pay the annual land revenue in favour of the Govt, of West Bengal in the deptt. of land and land reforms and refugee relief and rehabilitation, as riot at the



**AND WHEREAS** the owner in terms of the said development agreement already delivered all original deeds and papers to the developer for sanctioning of proposed building plan as well as for obtaining NOC from the Government, for obtaining sanction of building plan from the Building Department of the K.M.C. for construction of a ground plus four storied building on the FIRST SCHEDULE property and the Developer obtained the aforesaid NOC from the State Government and also obtained sanction of a G + IV storied building plan over the said premises vide building Plan No.2023110360 dt.26.01.2024.

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**AND WHEREAS** since it was not possible for the owner to bear any extra cost and expenditure initially for obtaining NOC from the Government to enable the developer for aforesaid sanction building plan in respect of the proposed G+IV storied building and as such extra expenditure amount will be incurred by the developer for payment of pending dues of land to the Government as well as departmental expenditure

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**AND WHEREAS** according to the said registered Indenture dated 21.12.2023, the allottee shall pay the annual land revenue in favour of the Govt, of West Bengal in the deptt. of land and land reforms and refugee relief and rehabilitation, as riot at the

rate prescribed under the West Bengal Land Reforms Act, 1955 and Rules in the Office of the Block Land and Land Reforms Officer or any other place or places as may be specified for such purposes.

AND WHEREAS according to the said registered Indenture dated 21.12.2023, the allottee shall pay all rates, taxes, cesses and other outgoings payable in respect of the allotted parcel of land to the state and or central government and any other local or public authority in time as payable for a riot for the time being in force.

AND WHEREAS according to the said registered Indenture dated 21.12.2023, the allottee shall enjoy the right, title and ownership over the land so allotted as prescribed in section 4 of the West Bengal land Reforms Act, 1955.

AND WHEREAS according to the said registered Indenture dated 21.12.2023, the allottee shall pay all charges for consumption of water and / or electricity in the premises to the concern authorities.

AND WHEREAS according to the said registered Indenture dated 21.12.2023, the allottee shall be eligible to apply before the concerned authority for mutating her name as Rayat in the revenue records accordingly on execution and registration of this Deed.

AND WHEREAS according to the said registered Indenture dated 21.12.2023, the allottee shall be at liberty to mortgage, charge or encumbered the said land as prescribed u/s 7 of the West Bengal Land Reforms Act, 1955.

AND WHEREAS according to the said registered Indenture dated 21.12.2023, the vendor right, save as hereinafter provided to alienate or transfer the land comprised in the schedule hereunder written in any manner whatsoever to any intending purchaser provided that such subsequent purchaser(s) shall remain bound to adhere the terms and covenants of this Deed.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY**

**AND BETWEEN THE PARTIES HEREIN as follows :-**

**ARTICLE - I**

**DEFINITIONS**

- I. **PREMISES** shall always mean the Premises no. 9, Kanungo Park, having mailing address of 103, Kanungo Park, P.O. Garia, Kolkata - 700 084, P.S. formerly Jadavpur, presently Patuli within the Jurisdiction of Ward No. 110 of the Kolkata Municipal Corporation, morefully described in the **FIRST SCHEDULE** hereunder written or howsoever else the said premises was or is

- or shall be known numbered called or distinguished.
- II. **PLANS** shall mean the plans, drawings and specifications of the building to be prepared and sanctioned by the Kolkata Municipal Corporation for construction of ground plus four storied residential building PROVIDED THAT it shall include all alterations and/or modification therein made from time to time with the approval of the K.M.C.
- III. **BUILDING** shall mean the ground plus four storied building consisting of residential apartments in each floor with necessary additional rooms like pump space, care taker/darwan's room, servants' toilet etc. as may be decided by the developer for construction thereof and shall include the car parking spaces and other spaces intended for the enjoyment of the building by its occupants.
- IV. **OWNER** shall mean and include her heirs and successors as per Hindu Succession Act, 1956.
- V. **DEVELOPER** shall mean and include its respective transferees/nominees /legal representatives and successors-in-office or its assigns.
- VI. **COMMON AREAS AND FACILITIES** shall include :-  
(a) Corridors, (b) stairways, (c) main gate, (d) landings, (e) side spaces, (f) park ways, (g) underground reservoirs, (h) overhead tanks, (i) passages, (j) electric meter space, pump space, (k) caretaker's room, common toilet, (l) outer walls of the main building, (m) tap water lines, rain water pipe lines, waste water pipe lines, (n) sewerage lines, (o) lift, lift shaft and machine room, (p) roof of the building, (q) other spaces and facilities whatsoever required for establishment, location, enjoyment, provision, maintenance and/or management of the building and/or the common facilities or any of them thereon as the case may be.
- VII. **SALABLE SPACE** shall mean built up area in the building available for independent use and occupation together with the provision for common areas and facilities and the space required thereof.
- VIII. **OWNER'S ALLOCATION** shall mean entire 3<sup>rd</sup> floor of the premises and 50% of the total car parking space in the ground floor of the proposed residential ground plus four storied building to be allotted to the owner along with undivided proportionate share in common areas and facilities in the proposed building appurtenant to owner's allocation and to be constructed as

per sanctioned plan of the Kolkata Municipal Corporation together with undivided proportionate share of land appurtenant to owner's allocation.

Besides, above floor areas to be delivered as owner's allocation, the developer shall also pay a sum of **Rs. 92,00,000/-** (Rupees Ninety Two lakh) only to the owner. In the following manner.

- a) Rs.2,25,000.00 has already been paid
- b) The Developer shall pay Rs.23,00,000.00 only to the owner within March 2024.
- c) The Developer shall again pay Rs.25,00,000.00 only to the owner within March 2024.
- d) The balance Rs.41,75,000.00 only shall be paid by the developer to the owner simultaneously with the delivery of possession of the owner's allocation

The Owner's allocation has been morefully described in the **SECOND SCHEDULE** hereto.

IX. **DEVELOPER'S ALLOCATION** shall mean balance number of flats on the first floor, second floor and on the fourth floor of the building and the 50% of car parking spaces on the ground floor of the building with undivided proportionate share in common areas and facilities after providing owner's allocation **TOGETHERWITH** undivided proportionate share of land in the premises appurtenant to developer's allocation.

The developer's allocation has been morefully described in the **THIRD SCHEDULE** hereunder written.

X. **ARCHITECT/ENGINEER** shall mean any qualified person or persons or firm or firms to be appointed and nominated by the developer as Architect/Engineer or Architects/Engineers of the building to be constructed on the said premises at the costs and expenses of the Developer.

XI. **TRANSFER** with its grammatical variations shall mean and include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a several-storied building to the purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961.

- XII. Transferee shall mean a person to whom any space in the building has been transferred.
- XIII. SINGULAR NUMBER shall include plural numbers and vice versa.

ARTICLE - II

(TITLE AND INDEMNITIES)

- I. The owner do hereby declare that the owner have a good marketable title to the said premises, morefully described in the FIRST SCHEDULE hereto. No other persons have any right, title, interest, claim or demand whatsoever in the said premises or any portion thereof. The owner is seized and possessed of or otherwise well and sufficiently entitled to enter into this development agreement with the developer. The owner do hereby undertake to indemnify the developer against third party claims, actions and demands whatsoever.
- II. The owner do hereby declare that the said premises and the existing single storied building, morefully described in the FIRST SCHEDULE hereto, is free from all encumbrances, liens, mortgages, leases, claims, demands, lispensens whatsoever to the best of her knowledge.
- III. The owner do hereby declare that there is no premises tenant, licensee, lessee or trespasser in the said premises or in any portion thereof.
- IV. The owner do hereby declare that by virtue of this development agreement, the Developer/Developer shall be entitled to construct and complete the proposed ground plus four storied building on the said premises after demolition of the existing single storied building thereon. Save and except the four flats and 50% of the sanctioned car parking spaces in the owner's allocation, morefully described in the SECOND SCHEDULE hereto, the developer shall be entitled to retain possession or transfer or deliver possession of the remaining and/ or balance number of flats and balance number of car parking spaces in the developer's allocation to the intending purchasers without any interruption or interference from the owner or any person or persons claiming through or under the owner.
- V. The owner do hereby undertake to indemnify and keep the developer indemnified against all losses, damages, costs, charges and expenses incurred as a result of any breach of this undertaking.

- VI. The owner do hereby declare that the owner does not hold any excess vacant land.
- VII. **THE DEVELOPER** do hereby undertake to do the following works
- a. To prepare proposed building plan by its own Architects/Engineers at its own costs.
  - b. To obtain sanction of the building plan at its own costs with the provision of lift.
  - c. To obtain temporary or permanent water connection from the Water Works Deptt. and also sewerage connection under the Kolkata Municipal Corporation-at its own' costs.
  - d. After observing the conditions of A, B & C, the developer shall make arrangement of temporary accommodation of the owner herein, in a flat in the near vicinity of the said premises, free of rent, until delivery of possession of owner's allocation. After such arrangement for the accommodation of owner being made, the developer shall serve written notice under Registered Post with A/D or email informing the arrangement to the owner, Smt. Ratna Guha and on receipt of the said notice, the owner shall shift herself with family members to the said alternative accommodation after delivery of vacant possession of the said premises, morefully described in the FIRST SCHEDULE hereto to the developer.
  - e. After execution of this development agreement coupled with delivery of vacant possession of the said premises by the owner to the developer, the developer at its own costs will demolish the existing old single storied building, and will start and complete the construction of the owner's allocation in habitable condition within 24 (twenty four) months from the date of shifting of the owner to the alternative accommodation to be arranged by the developer after delivery of vacant possession of FIRST SCHEDULE premises by the owner to the developer.

In the event, the developer fails to deliver vacant possession of owner's allocation and / or to complete the owner's allocation within twenty four (24) months as aforesaid, the developer shall be liable to

pay Rs. 20,000/- (Rupees Twenty Thousand) only per month as damages to the owner.

- VIII The Developer undertakes to construct the building in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation.
- VIII. The Developer shall act as an independent contractor in constructing the building and the owner shall not be entitled to interfere in the matter of construction of the proposed ground plus four storied building during the construction period.
- IX. The developer shall handover the vacant possession of the owner's allocation first then the developer shall have right to deliver possession of developer's allocation to the intending purchasers.

**ARTICLE - III**

(CHOICE OF ARCHITECT AND STRUCTURAL ENGINEER)

Any Architect/Engineer of Kolkata who is empanelled as L.B.S. or L.B.A. of the Kolkata Municipal Corporation will be engaged by the developer.

**ARTICLE - IV**

(CONSIDERATION)

The Developer shall pay to the Owner, the consideration for granting the right of development to the developer by the owner as well as against consideration of undivided proportionate share of impartible land appurtenant to the developer's allocation by way of providing two residential flats in the third floor of the building and 50% of the sanctioned car parking spaces as owner's allocation and the consideration of the undivided proportionate share of impartible land appurtenant to the developer's allocation would be deemed to have been adjusted against the cost of construction to be incurred by the Developer in respect of the Owner's Allocation.

**ARTICLE - V**

(QUALITY / SPECIFICATION )

'A' class construction shall be built by the developer using standard quality building materials. Details of the technical specification of the four flats in the owner's allocation in the building are given in the schedule of specification annexed herewith and marked as Annexure - A.

ARTICLE - VI

(OBLIGATIONS OF THE OWNER)

- i) The owner herself or represented by her constituted attorney, shall sign the building plan and other relevant papers and documents to be filed before the K.M.C. or any other department for obtaining sanction of building plan in respect of the said premises or for the purpose of carrying on the project.
- ii) On the date of execution and registration of this development agreement followed by the registration of the development power of attorney, the owner will appoint, nominate and constitute Sri Jay anta Deb Biswas, son of Late Soumendra Krishna Deb Biswas, the sole proprietor of developers company M/s. Globe Construction or its nominee or nominees as her lawful attorney in her names and on her behalf to do all works regarding construction, preparation of plan, to submit plan before the Building Department of the Kolkata Municipal Corporation for construction of the proposed building, to file other documents in different departments, to file application for obtaining water connection, sewerage connection, any clearance, approval, permission, N.O.C., C.C. etc. from any Govt. Department or KMC or CESC or from Chief Electrical Inspector of the Govt, of West Bengal for lift or any Statutory Authority, in respect of the said premises morefully described in the FIRST SCHEDULE hereto and to execute and register conveyance or conveyances for transfer of the proportionate share of undivided and impartible land of the said premises appurtenant to developer's allocation, morefully described in the THIRD SCHEDULE hereto in favour of the developer or its nominee or nominees or intending purchasers after construction of the proposed ground plus four storied building and to the above effect, shall execute and register general power of attorney conferring inter-alia all the rights and authorities as are agreed in terms of this development agreement.
- iii) The owner shall pay Income Tax or capital gains tax, if any on the valuation of the proportionate share of undivided and impartible land appurtenant to owner's allocation only.



ARTICLE - VI

(OBLIGATIONS OF THE OWNER)

- i) The owner herself or represented by her constituted attorney, shall sign the building plan and other relevant papers and documents to be filed before the K.M.C. or any other department for obtaining sanction of building plan in respect of the said premises or for the purpose of carrying on the project.
- ii) On the date of execution and registration of this development agreement followed by the registration of the development power of attorney, the owner will appoint, nominate and constitute Sri Jay anta Deb Biswas, son of Late Soumendra Krishna Deb Biswas, the sole proprietor of developers company M/s. Globe Construction or its nominee or nominees as her lawful attorney in her names and on her behalf to do all works regarding construction, preparation of plan, to submit plan before the Building Department of the Kolkata Municipal Corporation for construction of the proposed building, to file other documents in different departments, to file application for obtaining water connection, sewerage connection, any clearance, approval, permission, N.O.C., C.C. etc. from any Govt. Department or KMC or CESC or from Chief Electrical Inspector of the Govt, of West Bengal for lift or any Statutory Authority, in respect of the said premises morefully described in the FIRST SCHEDULE hereto and to execute and register conveyance or conveyances for transfer of the proportionate share of undivided and impartible land of the said premises appurtenant to developer's allocation, morefully described in the THIRD SCHEDULE hereto in favour of the developer or its nominee or nominees or intending purchasers after construction of the proposed ground plus four storied building and to the above effect, shall execute and register general power of attorney conferring inter-alia all the rights and authorities as are agreed in terms of this development agreement.
- iii) The owner shall pay Income Tax or capital gains tax, if any on the valuation of the proportionate share of undivided and impartible land appurtenant to owner's allocation only.

- iv) The owner do hereby deliver all original title deeds and other original papers of the said premises to the developer, simultaneously with the execution of this agreement and the developer shall be entitled to retain the original title deeds and other original papers till all the flats and car parking spaces in the developer's allocation are transferred to the intending purchasers by registering the deed of conveyances. But in the event of any transfer of flats or car parking spaces in the owner's allocation by the owner after accepting delivery of possession of owner's allocation from the developer, the developer shall remain liable to produce the original deeds and other original papers before the intending purchaser or purchasers or transferees of the owner's allocation for his/her or their inspection if such requirement of production of deeds is informed to the developer with a prior intimation of 72 hours.
- v) The owner, during construction period, shall not interfere with the construction work to be carried on by the developer or its contractors but shall have liberty to inspect the said construction.
- vi) The owner shall extend her best possible co-operation to the developer for smooth carrying on the project.
- vii) The owner do hereby grant exclusive right to the developer to build upon and to exploit the said premises in any manner by constructing thereon a residential ground plus four storied building.
- viii) The developer firm acting on behalf of the owner, as an attorney of the owner shall, from time to time be entitled to submit with the written consent of the owner by putting her signature on any plan or revised plan or regularized plan or modified or altered plan or plans to the Kolkata Municipal Corporation or any appropriate authority or authorities to enable the developer to construct the said building on the said premises and to obtain all such clearance, approvals, permission and/or authorities as shall be necessary for the purpose of construction of building on the said premises. The owner shall extend her best possible cooperation to the aforesaid functions of the developer but shall neither put any objection to such functions of the developer nor shall make any queries as to any matter relating to construction or its progress, technicality, building materials whatsoever.

- iv) The owner do hereby deliver all original title deeds and other original papers of the said premises to the developer, simultaneously with the execution of this agreement and the developer shall be entitled to retain the original title deeds and other original papers till all the flats and car parking spaces in the developer's allocation are transferred to the intending purchasers by registering the deed of conveyances. But in the event of any transfer of flats or car parking spaces in the owner's allocation by the owner after accepting delivery of possession of owner's allocation from the developer, the developer shall remain liable to produce the original deeds and other original papers before the intending purchaser or purchasers or transferees of the owner's allocation for his/her or their inspection if such requirement of production of deeds is informed to the developer with a prior intimation of 72 hours.
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- ix) All applications, plans if required and other papers and documents, referred to hereinbefore, shall be submitted by the developer in the name of the owner but otherwise at the costs and expenses in all respects of the developer and the developer shall pay and bear all submissions and other fees like sanction fees, charges and expenses required to be paid or deposited for sanction of the plan, altered plan or modified plan for construction of the building on the said premises including fees for sanction of water supply and sewage connection. Provided always that the developer shall be exclusively entitled to all refunds and/or all payments and/or deposits made by the developer.
- If, the developer makes any deviation in the proposed building at its whims and discretions, the developer shall be responsible for such deviation and the developer shall be liable to pay fine and other charges which will be impose by the authority concern.
- x) The owner shall render to the developer all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions, clearances, approvals and/or authorities and/ or to do any other act, thing or matter and/ or to directly collect or receive back any refunds or other payments or deposits made by the developer to any authority or authorities and/or to follow up the same and for that purpose the owner shall grant the aforesaid irrevocable General Power of Attorney in favour of the sole proprietor of the developer firm or its nominee or nominees to develop the said premises and/or to construct, erect and complete the said building on the said premises, to dispose of the flats and car parking spaces in developer's allocation by execution and registration of the Deed of Conveyance till completion of transfer of entire developer's allocation.
- xi) After getting delivery of possession of the owner's allocation, the owner shall be liable to bear proportionate share of the taxes levied by the Kolkata Municipal Corporation in respect of the owner's allocation.
- xii) Demolition of the existing single storied building on the said premises and removal of debris and other materials shall be the responsibility of the developer who shall be entitled to sell all materials, debris and other articles retrieved from such demolition and its sale proceeds.

- xiii) The owner shall not only grant, right, title, interest to the developer in respect of developer's allocation morefully described in the THIRD SCHEDULE hereto but shall also effectively execute and register conveyances in favour of the developer's nominated intending purchasers in respect of Developer's allocation. Such conveyances shall be jointly executed and registered by the owner and the developer ; the owner being represented by her constituted attorney appointed by dint of a registered power of attorney and by such conveyance the owner shall sell, convey and transfer undivided proportionate share of land and the developer shall sell, convey and transfer flats and car parking spaces and common areas and facilities. The stamp duties, registration fees and incidental expenses shall be borne by the Developer or its nominated purchasers. The draft of all such conveyances shall be prepared by the developer's Ld. Advocate, Sri Amitabha Som and the registration process of such conveyances shall be done and performed by the said Ld. Advocate Sri Amitabha Som.

#### ARTICLE - VII

##### (BUILDING)

- i) The developer shall at its own costs, construct residential ground plus four storied building on the said premises morefully described in the FIRST SCHEDULE hereto in accordance with the specification approved by the Architect and the specification of materials stated hereinbefore shall be used by the developer in the construction of the owner's allocation of the building.

The developer shall provide to the owner, the modular kitchen and kitchen chimney at owner's one of the two flats i.e, in the 2BHK flat on the South-Western side of the third floor of the proposed building at the cost of the developer. Apart from this, the developer shall also provide to the owner two exhaust fans, two geysers in two bathrooms, curtain fittings at the doors and windows, collapsible gate at the entry of both the flat on the third floor in owner's allocation.

The developer shall arrange for installation of two electric meters in two flats under owner's allocation at the cost of and expenses of the

- xiii) The owner shall not only grant, right, title, interest to the developer in respect of developer's allocation morefully described in the THIRD SCHEDULE hereto but shall also effectively execute and register conveyances in favour of the developer's nominated intending purchasers in respect of Developer's allocation. Such conveyances shall be jointly executed and registered by the owner and the developer ; the owner being represented by her constituted attorney appointed by dint of a registered power of attorney and by such conveyance the owner shall sell, convey and transfer undivided proportionate share of land and the developer shall sell, convey and transfer flats and car parking spaces and common areas and facilities. The stamp duties, registration fees and incidental expenses shall be borne by the Developer or its nominated purchasers. The draft of all such conveyances shall be prepared by the developer's Ld. Advocate, Sri Amitabha Som and the registration process of such conveyances shall be done and performed by the said Ld. Advocate Sri Amitabha Som.

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The developer shall arrange for installation of two electric meters in two flats under owner's allocation at the cost of and expenses of the

developer but the security deposit required for each of the four meters of the owner shall be paid by the owner directly to the C.E.S.C.

- ii) The Developer shall construct and provide the said building at its own cost, underground water storage tank, overhead reservoir and lift required to be provided in the building in terms of the said building plan or under any application of statutory bye-laws and regulations or under any sanction or approval relating to the construction of the building on the said premises.
- iii) The developer shall be authorised in the name of the owner, in so far as necessary, to apply for and to obtain temporary and/or permanent connections of water, electricity, power and/or gas to the building and other inputs and facilities for the construction or enjoyment of the building. The developer hereby undertakes to construct the building diligently and expeditiously to make over the owner's allocation within the time stipulated hereinbefore unless prevented by the circumstances beyond its control.

#### ARTICLE - VIII

(The developer's special right to enter into agreement for sale  
with intending purchasers)

- i) During the subsistence of this development agreement, the developer will be at liberty to enter into any agreement for sale with any intending purchaser or purchasers in respect of the flats and car parking spaces under the developer's allocation, morefully described in the THIRD SCHEDULE hereto and shall be entitled to have the said agreement for sale registered before the appropriate registering authority or may at its options, keep the said agreement for sale unregistered and shall also be entitled to receive advances or earnest money or entire consideration whatsoever from such intending purchaser or purchasers, provided that the owners shall have no pecuniary obligations to refund such earnest money to such intending purchaser or purchasers. It is always provided that for delivery of possession of the flats and car parking spaces, morefully described in the THIRD SCHEDULE hereto to the intending purchasers, there shall be a privity of contract between the developer and the intending purchasers in respect of the developer's allocation.

- ii) In consideration of the developer having agreed to construct, erect and deliver up the owner's allocation, the owner shall grant, right, title, interest and convey and/or transfer and/or assign the developer's allocation to the developer or to its nominee or nominees.
- iii) The developer will be at liberty to give insertions in the news papers inviting purchasers for the sale of flats in its allocated portion and shall also be entitled to fix up or hang any hoardings in the FIRST SCHEDULE property inviting intending purchasers.

ARTICLE - IX

(COMMON FACILITIES)

- I) After the developer is put in possession of the said premises, the developer shall be liable to make payment of all the property taxes and other outgoings in respect of the said premises until such time the building is completed. Provided however that in case any payment is to be made towards any previous tax liabilities of the owner, in such an event also the developer shall be entitled to pay and discharge the same.
- II) As soon as the construction of the owner's allocation will be fully completed with water supply, power connections and the stair case but with or without C.C., the developer shall give written notice to the owner requiring the owner to take possession of the owner's allocation in the said building within 15 days from the date of receipt of the said notice and at all times thereafter i.e. after receipt of the said notice, the owner shall be exclusively responsible for payment of all K.M.C. and property taxes, rates, imposition whatsoever payable in respect of the owner's allocation and in case such taxes, rates or impositions are not separately demanded by the K.M.C. or any other authorities only for owner's allocation, then the owner shall be responsible for payment of such taxes, rates or impositions in proportion to her shares of the total built up area.
- III) The owner shall punctually and regularly pay the said taxes and other outgoings in respect of the owner's allocation to the concerned authorities or to the developer or otherwise as specified by the developer including tax dues that might show up at a later date in the form of old general revaluation (GR) prior to a date or year before vacation of the existing occupation to the developer for construction of the proposed building.



- IV) As and from the date of 15 days after the service of the notice of possession, the owner shall also be responsible to pay and bear and shall forthwith pay on demand to the developer, the proportionate share of service charges for the common facilities in the building payable with respect to the owner's allocation; such charges to include water, fire, taxes, light, sanitation, maintenance operation, repair and renewal charges, bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building as well as for all common wiring pipes, electrical and mechanical equipments, switch gear, pumps, motor, lift and other electrical and mechanical installations, appliances and equipments, stairways, landings, passageways, pathways and other common facilities whatsoever including erection of a sinking fund.
- V) After an association is formed by all the flat purchasers in the developer's allocation and the owner in respect of the said building, the developer will hand over the management of the common areas and facilities and fund to the said association including the Original Title Deeds received from the owner.

**ARTICLE - X**

( NAME OF THE BUILDING )

The name of the building shall be decided by the developer in consultation with the owner after completion of construction. The owner, developer and the flat purchasers shall not be entitled to change or alter the said name of the building.

**ARTICLE - XI**

(COMMON RESTRICTIONS)

The owner's allocation in the building shall be subject to the same restriction or transfer and use as are applicable to the developer's allocation in the building intended for the common benefit of all occupiers of the building which shall include as follows:-

- i) The owner or the developer or any of its transferees, assignees or lessees or tenants shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use or allow the user thereof for any

purpose which may create a nuisance or hazard to the other occupiers of the building.

- ii) The owner or the developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous permission in writing of the Kolkata Municipal Corporation (Building Department), Management/Society/ Association or Holding Organisation.
- iii) The owner shall not transfer or permit transfer of the owner's allocation or any portion thereof unless
  - a. the owner have observed and performed all the terms and conditions on the part of the owner to be observed and performed and in particular before acceptance of delivery of possession of owner's allocation.
  - b. the owner upon obtaining possession of owner's allocation shall pay to the developer or the Association on the headings K.M.C. taxes, ground rent, property taxes, service charges, electricity bills, maintenance charges, repair charges, replacement of equipment charges, if any, proportionately.
  - c. the proposed transferees shall have given a written undertaking to the developer or the Association, as the case may be, to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in his/her/its possession.
- iv) The owner and the developer and its transferees shall abide by the laws, bye-laws, rules and regulations of the Government, 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 bye-laws, rules and regulations.
- v) The owner and the developer and their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in their respective allocations in the building in good working condition and repair in particular so as not to cause any damage to the building or any other space or

accommodation therein and shall keep the owner or the developer and other occupiers of the building as the case may be, indemnified from and against the consequences of any breach.

- vi) The owner or the developer or all the transferees shall not do or cause or permit to be done any act or thing which may render void/voidable any insurance of the building or any part thereof and shall keep the owner or the developer and other occupiers of the building as the case may be, harmless and indemnified against the consequences of any breach.
- vii) No goods shall be kept by the owner or the developer or their transferees for display in the corridors, landing and the common areas, meant for common use of all the flat owner and no hindrance shall be caused in any manner in the free movement in the common areas and in case any such hindrance is caused, the developer or the Management/Society/ Association/Holding Organisation shall be certified to remove the same at the risk and cost of the person who keeps such goods or creates such hindrance.
- viii) The owner or the developer or their transferees shall not throw, or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, landings, stairs or any other portion or portions of the said building.
- ix) The owner or the developer or their transferees shall permit the developer or Management/Society /Association/Holding Organisation or its servants and agents with or without workmen at all reasonable times, to enter into, upon their respective allocation in the building and any part thereof to view and examine the state and condition thereof and the owner or the developer or any of their transferees, as the case may be, shall rectify immediately upon the receipts of such notice all such defects of which notice in writing shall be given by the Developer or the Management/Society/ Association/Holding Organisation.
- x) The owner or the developer or their transferees shall permit the developer or the management/society/association/holding organisation and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the

building and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition, any common facilities and/or for the purpose of maintaining, repairing and testing drains, gas and water pipes and electric wires, lift and for any similar purpose.

- xi) All the common restrictions herein agreed upon shall apply to the owner and the developer and/ or their respective transferees or assignees or any person claiming through them unless agreed upon by them in writing.

**ARTICLE - XII**

( MISCELLANEOUS)

- I) The owner and the developer have entered into this development agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the developer and the owner or as a joint venture or joint adventure between the owner and the developer nor shall the developer and the owner in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
- II) The developer shall not be considered to be in breach of any obligation to the extent that the performance in the relative obligation is prevented by the existence of a force majeure with a view that obligation of the developer affected by the force majeure shall be suspended for the duration of the force majeure. Force majeure shall mean irresistible compulsion or observation recognised as irresistible and shall include any inference or intervention from Govt, or from any local authority, flood, earthquake, war, severe abnormal storm,- tempest, civil commotion, state-wise strike and any other act beyond the control of the developer affected thereby but shall not include normal bad weather or processions which are normal to the city of Kolkata.
- III) It is understood that from time to time, to enable the construction of the building by the developer including the transfer of developer's allocation to the intending purchasers, various acts, deeds, matters and things, not herein specifically referred to, may be required to be done by the developer for which the developer may require the authority of the owner and various specifications, deeds, instruments, writings and other

documents may be required legally to be signed or made by the owner relating to which no specific provision has been made herein. The owner do hereby authorize the developer to do all acts, deeds, matters and things and undertake forthwith upon being required by the developer in this behalf to execute any such additional power or powers of attorney and/or other authorisation or authorisations as may be legally required by the developer for the said purpose as also undertake to sign and execute all such additional applications and other documents as may be required for the said purpose. All costs in this connection including legal costs and stamp duties and registration fees if any, including the legal expenses shall be paid and borne by the developer.

The owner hereby further agree and covenant with the developer as follows:-

- a) The certificate of the Architect/Engineer of the developer in the matter of determining/ calculating size of each of the flats in super built up area in owner's allocation and car parking spaces or their total area or certificate regarding completion of the owner's allocation in terms of the sanctioned building plan, shall be final and binding on both the parties herein. And none of the parties shall be entitled to dispute the calculation.
- b) To use materials, articles and brands of such specifications in the said building as shall be decided by the developer but shall be of such standard as are used for the construction of a prestigious building.
- V) The developer shall be entitled to frame scheme for the management and administration of the said building and/or common parts thereof. The parties hereto agree to abide by all such rules and regulations approved by them for such management, society, association, holding organisation and hereby give their consent to abide by the same.
- VI) Any notice required to be given by the Developer shall, without prejudice to any other mode of service available, be deemed to have been served on the owner if delivered by hand or sent by prepaid registered post and shall likewise be deemed to have been served on the developer if delivered by hand or sent by prepaid registered post, to be sent to the registered office of the developer.
- VII) As and from the date of completion of the building, the developer and/or its transferees and the owners and/ or their transferees shall each be liable

to pay and bear proportionate charges on account of ground rent and other taxes payable in respect of their respective allocations and in case any other type of tax including income tax, wealth tax, capital gain tax and/or service tax, G.S.T. etc. is demanded by any Central or State Govt, authority or Department in respect of the owners' allocation, the same shall be exclusively payable by the owners herein.

- VIII) After completion of the owner's allocation of the said building with provision of water supply, power connection and the stair case and the lift, the developer shall be entitled to complete the building as per sanction plan of the K.M.C. according to its time and convenience.
- IX) This promotional agreement shall be construed as a transaction involving allowing the possession of the said premises to be taken or retained in part performance of the contract in the nature referred to Under section 53A of the Transfer of Property Act whereby the developer shall acquire right in or with respect to the building to be constructed or any part or portion of the building to be constructed on the said premises after sanctioning of the proposed building plan in respect of the said premises.

#### ARTICLE - XIII

##### ( ADJUDICATION OF DISPUTES)

- I) In case any dispute and differences arise between the parties hereto regarding committing any breach of any terms or obligations to be observed by any party under this agreement or regarding construction, interpretation, determination of rights, duties, determination of compensation/liabilities touching these presents, the same shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.
- II) In connection with the aforesaid arbitration proceedings or for any application or proceedings under the Arbitration and Conciliation Act, 1996, the Ld. District Judge, 24-Parganas (South) at Alipore alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

**FIRST SCHEDULE ABOVE REFERRED TO**

( Description of the said premises )

ALL THAT piece or parcel of land measuring 4 cottahs and 10 chittacks 28 sq ft together with single storied brick built dwelling house standing thereon and on part thereof measuring 500 sq. ft. super built up area and being Municipal Premises no. 9, Kanungo Park, Kolkata - 700 084 under the jurisdiction of Ward No. 110 of the Kolkata Municipal Corporation, comprised in and being Scheme Plot No. 103 (Bastu), Kanungo Park, within Block - B of the scheme of the West Bengal Settlement Kanungos' Co-operative Credit Society Limited and being part of R.S. Plot No. 562/1538 under Khatian No. Nil of Mouza : Baishnabghata, J.L. No. 28 under Police Station : formerly Jadavpur, presently Patuli in the District of 24-Parganas (South), with liberties, privileges and easement rights connected therewith and butted and bounded as follows :-

|              |   |                                     |
|--------------|---|-------------------------------------|
| ON THE NORTH | : | By 96, Kanungo Park, Plot No. 96    |
| ON THE EAST  | : | By 206, Kanungo Park, Plot No., 102 |
| ON THE SOUTH | : | By 28 ft wide KMC Road              |
| ON THE WEST  | : | By 156, Kanungo Park, Plot No. 104  |

**SECOND SCHEDULE ABOVE REFERRED TO**

(Owner's Allocation)

XIV. shall mean the entire 3<sup>rd</sup> floor of the premises and 50% of the total car parking space in the ground floor of the proposed residential ground plus four storied building to be allotted to the owner along with undivided proportionate share in common areas and facilities in the proposed building appurtenant to owner's allocation and to be constructed as per sanctioned plan of the Kolkata Municipal Corporation together with undivided proportionate share of land appurtenant to owner's allocation.

Besides, above floor areas to be delivered as owner's allocation, the developer shall also pay a sum of Rs. 92,00,000/- (Rupees Ninety Two lakh) only to the owner. In the following manner.

- a) Rs.2,25,000.00 has already been paid
- b) The Developer shall pay Rs.23,00,000.00 only to the owner within March 2024.
- c) The Developer shall again pay Rs.25,00,000.00 only to the owner within June 2024.

The balance Rs.41,75,000.00 only shall be paid by the developer to the owner simultaneously with the delivery of possession of the owner's allocation

**THIRD SCHEDULE ABOVE REFERRED TO**

(Developer's Allocation)

The developer shall mean balance number of flats on the first floor, second floor and on the fourth floor of the building and the entire ground floor of the building (excepting the 50% of the car parking space provided to the owners) including common area and facilities after providing owner's allocation **TOGETHERWITH** undivided proportionate share of land in the premises appurtenant to developer's allocation.

**ANNEXURE " A**

(Schedule of Specification)

Technical specification of four flats in the owner's allocation as will be constructed by the developer are given hereunder

1. Structure : R.C.C. frame structure as per K.M.C. sanctioned design.
2. Brick Work : No.1 bricks for construction of walls. 200 mm Wall- 1:5 cement mortar. 75/125 mm Wall -1:5 cement mortar.
3. Concrete work : 1:2:4 proportionate mix.
4. Cement : Ultratech / ACC
5. Colour outside : Apex / Duraguard painting.  
All grills and doors and windows :- synthetic enamel paint.
6. Lift : A lift of standard quality should be fitted.
7. Floor : Entirely finished with 20mm thick vitrified floor with skirting of 4". /
8. Toilet : Two commode with low down Cistern, Shower, Floor by non skid vitrified, Dado : 6'-0" height Glaze Tiles all round in Toilet, for 2 Nos. toilet. Toilet Door - P.V.C. make.
9. Door : Entrance Door - Solid flash door, IV2" thick, Frame of Shal wood. Godrej Lock with key will be provided to the main door with one Eye-piece. Other - flash door IV2" thick, Best quality Hinges, Lock, Handle, Tower Bolt etc. complete.



10. Window : Pallah made by Aluminium sliding with grill, glass lock complete (box type).
11. Electricals : Concealed wiring with Heavy Duty copper wire of Finolex and fitting and fixture of "ANCHOR BRAND", Electrical call bell for each flat.  
Each bed room must have at least 3 light point, 1 fan point and one 5-pin plug point and one power point.  
Drawing/Dining room will have 3 light points, 2 fan points, 2 Nos. 5 amp. 5-pin plug point, 1 No. of power point (15 amp.).  
  
One light point and one power point (15 amp, 5-pin plug point) at kitchen and toilet and one exhaust fan point at kichen.
12. Sanitary & Plumbing : Each flat would be provided with one white / sky blue basin  
Inside : Concealed pipe line with G.I. pipe (TATA).  
Outside : P.V.C. heavy duty pipe.  
Stop cock : Heavy duty brass made (ESSCO or ESES).
13. Basin/Pan/Commode : Parryware / Hindusthan white / sky blue in colour.
14. Kitchen : Cooking shelve will be made of concrete and fitted with blackstone. One black sink with one sink cock.
15. Colour inside : Plaster of Paris

IN WITNESS WHEREOF the Owner and the Developer have set and subscribed their respective hands and seals at Kolkata on the day, month and year first above written.

SIGNED AND DELIVERED

in the presence of

WITNESSES :

1. Goutam Guha  
103, Kanungo Park,  
Garia, Kol-700084
2. Patul Nayak  
Harinani  
Kolkata - 700148

Ratna Guha

SIGNATURE OF THE OWNER

SIGNED, SEALED AND DELIVERED

in the presence of

WITNESSES :

1. Samir Kumar Dey  
Advocate  
Jyoti Chakrabarti
2. V. Chatterjee  
A1 / Wabganj - St  
Kolkata - 23

For GLOBE CONSTRUCTION

Proprietor

SIGNATURE OF THE DEVELOPER

Drafted & printed in my office

Samir Kumar Dey

Samir Kumar Dey, Advocate

WB 65/1987

Typed By

Debarish Chatterjee

Typist



Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

|            |  |  |  |  |  |
|------------|--|--|--|--|--|
| left hand  |  |  |  |  |  |
| right hand |  |  |  |  |  |

Name RATNA GUHA  
Signature Ratna Guha



Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

|            |  |  |  |  |  |
|------------|--|--|--|--|--|
| left hand  |  |  |  |  |  |
| right hand |  |  |  |  |  |

Name JAYANTA DEB BISWAS  
Signature Jayanta Deb Biswas

Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

|       |            |  |  |  |  |  |
|-------|------------|--|--|--|--|--|
| PHOTO | left hand  |  |  |  |  |  |
|       | right hand |  |  |  |  |  |

Name .....  
Signature .....

Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

|       |            |  |  |  |  |  |
|-------|------------|--|--|--|--|--|
| PHOTO | left hand  |  |  |  |  |  |
|       | right hand |  |  |  |  |  |

Name .....  
Signature .....

### Major Information of the Deed

|                                                              |                                                                                                                                                       |                                                                                                                                             |            |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Deed No :                                                    | I-1603-04013/2024                                                                                                                                     | Date of Registration                                                                                                                        | 07/03/2024 |
| Query No / Year                                              | 1603-2000640167/2024                                                                                                                                  | Office where deed is registered                                                                                                             |            |
| Query Date                                                   | 06/03/2024 11:42:08 PM                                                                                                                                | D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas                                                                                 |            |
| Applicant Name, Address & Other Details                      | Tarun Dey<br>Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, P - 700027, Mobile No. : 9775131709, 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 : 92,00,000/-] |            |
| Set Forth value                                              |                                                                                                                                                       | Market Value                                                                                                                                |            |
| Stampduty Paid(SD)                                           |                                                                                                                                                       | Rs. 69,48,560/-                                                                                                                             |            |
| Rs. 10,041/- (Article:48(g))                                 |                                                                                                                                                       | Registration Fee Paid                                                                                                                       |            |
| Remarks                                                      |                                                                                                                                                       | Rs. 92,053/- (Article:E, E, B, M(b), H)                                                                                                     |            |
|                                                              |                                                                                                                                                       | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)                                              |            |

### Land Details :



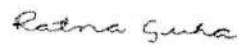
District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kanungo Park, , Premises No: 103, , Ward No: 110 Pin Code : 700084

| 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 10 Chatak 28 Sq Ft |                         | 66,11,060/-           | Width of Approach Road: 28 Ft., |
| Grand Total : |             |                |                       | 7.6954Dec                  | 0 /-                    | 66,11,060 /-          |                                 |

### Structure Details :

| Sch No                                                                                                                                            | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1                                                                                                                                                | On Land L1        | 500 Sq Ft.        | 0/-                     | 3,37,500/-            | Structure Type: Structure |
| Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| Total :                                                                                                                                           |                   | 500 sq ft         | 0 /-                    | 3,37,500 /-           |                           |




**Land Lord Details :**

| SI No                                                                                                                                                                                                                                                                                                                                                                                      | Name,Address,Photo,Finger print and Signature                                                                                                                               |                                                                                                 |                                                                                                                     |                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 1                                                                                                                                                                                                                                                                                                                                                                                          | Name                                                                                                                                                                        | Photo                                                                                           | Finger Print                                                                                                        | Signature                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                            | <b>Smt Ratna Guha</b><br>Wife of Shri Gautam Guha<br>Executed by: Self, Date of Execution: 07/03/2024<br>, Admitted by: Self, Date of Admission: 07/03/2024 ,Place : Office | <br>07/03/2024 | <br>Captured<br>LTI<br>07/03/2024 | <br>07/03/2024 |
| 103, Kanungo Park, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: Awxxxxxx4a, Aadhaar No: 93xxxxxxxx8607, Status :Individual, Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 07/03/2024 ,Place : Office |                                                                                                                                                                             |                                                                                                 |                                                                                                                     |                                                                                                   |



**Developer Details :**

| SI No | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                             |  |  |  |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 1     | <b>GLOBE CONSTRUCTION</b><br>150, Kanungo Pa, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: Adxxxxxx4r,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                                                                                           |
|                                                                                                                                                                                                                                                                                                             | <b>Shri Jayanta Deb Biswas (Presentant)</b><br>Son of Late Somendra Krishna Deb Biswas<br>Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 07/03/2024, Place of Admission of Execution: Office | <br>Mar 7 2024 3:27PM | <br>Captured<br>LTI<br>07/03/2024 | <br>07/03/2024 |
| 150, Kangol Park, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Adxxxxxx4r, Aadhaar No: 24xxxxxxxx2299 Status : Representative, Representative of : GLOBE CONSTRUCTION |                                                                                                                                                                                                                       |                                                                                                          |                                                                                                                       |                                                                                                     |

**Identifier Details :**

| Name                                                                                                                                                                   | Photo                                                                             | Finger Print                                                                                   | Signature                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Mr Tarun Kanti Dey</b><br>Son of Late S C Dey<br>Alipore, City:- , P.O:- Alipore, P.S:-Alipore,<br>District:-South 24-Parganas, West<br>Bengal, India, PIN:- 700027 |  | <br>Captured |  |
|                                                                                                                                                                        | 07/03/2024                                                                        | 07/03/2024                                                                                     | 07/03/2024                                                                          |

Identifier Of Smt Ratna Guha, Shri Jayanta Deb Biswas

**Transfer of property for L1**

| Sl.No | From           | To. with area (Name-Area)      |
|-------|----------------|--------------------------------|
| 1     | Smt Ratna Guha | GLOBE CONSTRUCTION-7.69542 Dec |

**Transfer of property for S1**

| Sl.No | From           | To. with area (Name-Area)             |
|-------|----------------|---------------------------------------|
| 1     | Smt Ratna Guha | GLOBE CONSTRUCTION-500.00000000 Sq Ft |

Endorsement For Deed Number : I - 160304013 / 2024

On 07-03-2024

**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 : 4 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:30 hrs on 07-03-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Jayanta Deb Biswas .,

**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 69,48,560/-

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

Execution is admitted on 07/03/2024 by Smt Ratna Guha, Wife of Shri Gautam Guha, 103, Kanungo Park, P.O: Garia Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Retired Person

Identified by Mr Tarun Kanti Dey, , Son of Late S C Dey, Alipore, 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 07-03-2024 by Shri Jayanta Deb Biswas,

Identified by Mr Tarun Kanti Dey, , Son of Late S C Dey, Alipore, 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 92,053.00/- ( B = Rs 92,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 92,053/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 07/03/2024 1:46PM with Govt. Ref. No: 192023240414638898 on 07-03-2024, Amount Rs: 92,007/-, Bank: SBI EPay ( SBlePay), Ref. No. 2175821119617 on 07-03-2024, Head of Account 0030-03-104-001-16  
Online on 07/03/2024 4:03PM with Govt. Ref. No: 192023240414980668 on 07-03-2024, Amount Rs: 46/-, Bank: SBI EPay ( SBlePay), Ref. No. 8606157215429 on 07-03-2024, Head of Account 0030-03-104-001-16  
Online on 07/03/2024 4:17PM with Govt. Ref. No: 192023240415003278 on 07-03-2024, Amount Rs: 0/-, Bank: SBI EPay ( SBlePay), Ref. No. 6232425226517 on 07-03-2024, Head of Account

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 20.00/- by online = Rs 10,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 17511, Amount: Rs.20.00/-, Date of Purchase: 26/07/2023, Vendor name: S DAS  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 07/03/2024 1:46PM with Govt. Ref. No: 192023240414638898 on 07-03-2024, Amount Rs: 9,951/-, Bank: SBI EPay ( SBlePay), Ref. No. 2175821119617 on 07-03-2024, Head of Account 0030-02-103-003-02  
Online on 07/03/2024 4:03PM with Govt. Ref. No: 192023240414980668 on 07-03-2024, Amount Rs: 20/-, Bank: SBI EPay ( SBlePay), Ref. No. 8606157215429 on 07-03-2024, Head of Account 0030-02-103-003-02  
Online on 07/03/2024 4:17PM with Govt. Ref. No: 192023240415003278 on 07-03-2024, Amount Rs: 50/-, Bank: SBI EPay ( SBlePay), Ref. No. 6232425226517 on 07-03-2024, Head of Account 0030-02-103-003-02

Debasish Dhar  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 94107 to 94143

being No 160304013 for the year 2024.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2024.03.07 17:53:10 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 07/03/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.