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

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

31 JAN 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 31st day of
January Two Thousand Twenty-Three (2023) **BETWEEN**

29 DEC 2022

058558

No.....Rs. 100/- Date.....

Name : Bholanath Sarkar, Advocate

Address : Alipore Police Court, Kol-27

Vendor : Alipore Collectorate, 24 Pgs. (South)

SUBHANAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27



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DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. ALIPORE
31 JAN 2023

Bholanath Sarkar
Advocate
Alipore Police Court
Kol-27

(1) SMT SHILA CHATTERJEE, having PAN:BEQPC1061L, Aadhaar No 385162631760, Mobile No 6290862308, wife Sri Alope Chatterjee, by Faith-Hindu, by Nationality Indian, by Occupation-Housewife, residing at 19, Surya Sen Pally, Post Office & Police Station-Haridevpur, Kolkata - 700082, District: South 24-Parganas, West Bengal, India and (2) SRI SOMENATH ACHARJEE, having PAN:AIAPA9227D, Aadhaar No 957932816491, M-9331216728, son of Late Subhas Chandra Acharjee, by Faith- Hindu, by Nationality Indian, by Occupation-Business, residing at 142, East Road Ichapore Manicktala, Post Office: Ichapore Nawabganj, Police Station-Noapara, Pin-743144, District: North 24-Parganas, West Bengal, India hereinafter jointly called and referred to as the "LAND OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assign) the party of the ONE PART.

A N D

SONALI CONSTRUCTION, a Proprietorship Firm, having its office at 209/B, Ustad Amir Khan Sarani, Post Office and Police Station- Haridevpur, Kolkata - 700082, District: South 24-Parganas, West Bengal, India, represented by its sole Proprietor SRI UTTAM SAMADDAR having PAN: CCWPS6763A, Aadhaar No 472354567686, son of Late Dilip Samaddar, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 209/B, Ustad Amir Khan Sarani, Post Office & Police Station-Haridevpur, Kolkata-700082, District: South 24-Parganas, West Bengal, India, hereinafter called and referred to as the "DEVELOPER/ BUILDER" (which expression shall unless excluded by or repugnant to the subject or context be deem to mean and include his heir, successors-in-office, executors, administrators, legal / authorized representatives and assigns) the party of the OTHER PART.

W H E R E A S by virtue of purchase Deed which was duly registered in the office of Additional District Sub-Registrar, Alipore on 20-05-1981 and the said deed was recorded in Book No. 1, Voume No. 68, pages from 242 to 246,

Being No 2692 for the year 1981, Smt Biva Chakraborty wife of Sailen Chakraborty purchased ALL THAT piece and parcel of land now bastu land measuring 02 (two) cottah 06 (Six) Chhittack 30 (Thirty) Square Feet more or less lying and situated at Mouza: Haridevpur, J.L. No.25, Touzi No. 3358, Paragana- Khaspur, R.S. No. 35 comprised in Dag No. 583 appertaining to Khatian No 192, Police Station: Thakurpukur now Haridevpur, District: South 24 Parganas within the limits of the Kolkata Municipal Corporation under ward No 122, from its erstwhile owner and thereafter while she has been enjoying the said land with unfettered right, title and interest thereto free from all encumbrances after construction of a 372 Sq.Ft. more or less Asbestor shed structure thereon and got her name mutated in the record of the Kolkata Municipal Corporation as its sole and absolute owner being KMC Premises No 503, Ustad Amir Khan Sarani (its mailing address 19, Surya Sen Pally) having its Assessee No 41-122-09-0507-3, said Biva Chakraborty gifted the said property unto and in favor of her daughter **Shila Chatterjee**, the party of the first part herein, by virtue of a **Bengali Gift Deed** which was duly executed on 27-09-2007 and registered in the Office of D.S.R.-II and the said Bengali Gift Deed was recorded in Book No. I, CD Voume No. 7, pages from 14198 to 14211, **Being No 06007 for the year 2012.**

AND WHEREAS by virtue of said gift deed Being No 06007 for the year 2012 while said **Shila Chatterjee**, the party of the First Part herein, has been enjoying the said bastu land measuring 02 (two) cottah 06 (Six) Chhittack 30 (Thirty) Square Feet more or less together with 372 Sq.Ft. more or less Asbestor shed structure thereon which is now Known as **KMC Premises No 503, Ustad Amir Khan Sarani** (its mailing address 19, Surya Sen Pally), **Post office and Police Station- Haridevpur, Kolkata-700082**, having its Assessee No 41-122-09-0507-3 as its sole and absolute owner in respect of the said property and the First Party herein has been in peaceful possession thereon and lawfully seized and possessed the same exercising the said property with all exclusive rights of ownership thereto by paying usual rents and taxes to the appropriate authorities concerned having unfettered right, title and interest thereto free from all encumbrances, liens, lispensens and

attachments whatsoever and the said property is more fully and particularly mentioned in the **Part-I of First Schedule** hereunder written.

AND WHEREAS on the other hand, by virtue of Bengali Deed of Sale (Saf Bikroy Kobala) which was duly registered in the office of District Sub-Registrar at Alipore on 23-07-1990 and the said Bengali Saf Bikroy Kobala was recorded in Book No. 1, Voume No. 266, pages from 206 to 214, Being No 10846 for the year 1990, Sri Subhas Chandra Acharjee purchased ALL THAT piece and parcel of land now bastu land measuring 02 (two) cottah 06 (Six) Chhittack 30 (Thirty) Square Feet more or less lying and situated at Mouza: Haridevpur, J.L. No.25, Touzi No. 3358, Paragana- Khaspur, R.S. No. 35 comprised in Dag No. 583 appertaining to Khatian No 192, Police Station: Thakurpukur now Haridevpur, District: South 24 Parganas within the limits of the Kolkata Municipal Corporation under ward No 122, which previously known as Municipal Holding No 504/N, Ustad Amir Khan Sarani from its erstwhile owner Smt Saraswati Chakraborty wife of Samarendra Nath Chakraborty of 23, Barada Sarani and thereafter while he has been enjoying the said land with unfettered right, title and interest thereto free from all encumbrances after got his name mutated in the record of the Kolkata Municipal Corporation in respect of the said land along with 200 Sq ft R. T. structure as its sole and absolute owner in respect of the said property being KMC Premises No 504, Ustad Amir Khan Sarani having its Assessee No 41-122-09-0508-5, he died intestate on 12-03-2006 leaving behind his wife Nita Acherjee and only son Soumen Acherjee and thereafter said Nita Acherjee also died intestate on 02-06-2007 and as such, only son of said Subhas Chandra Acharjee, namely **Sri Somenath Acherjee**, the party of the other part herein, got and entitled the said entire property now known as **KMC Premises No 504, Ustad Amir Khan Sarani, Kolkata-700082** according to the Hindu Succession Act, 1956 left by said Subhas Chandra Acharjee.

AND WHEREAS thereafter said **Somenath Acherjee**, the party of other part, by way of inheritance said property/land now bastu has been enjoying with unfettered right, title and interest thereto free from all encumbrances liens, lispens and attachments whatsoever after construction of a 200 Sq.Ft.

more or less R.T. structure thereon as its sole and absolute owner in respect of the said land measuring 02 (two) cottah 06 (Six) Chhittack 30 (Thirty) Square Feet more or less together with R T structure now known as 504, Ustad Amir Khan Sarani, Post Office and Police Station- Haridevpur, Kolkata-700082 having its Assessee No 41-122-09-0508-5 by paying taxes to the concerned authority and the said property is more fully and particularly mentioned in the **Part-II of First Schedule** hereunder written.

AND WHEREAS the present owners herein decided to develop the said **Part-I and Part-II of First Schedule** mentioned property jointly after amalgamation of the same by raising a multistoried residential building thereon but due to paucity of fund could not materialized the same, as such, they expressed their desire/intention for construction of a ownership multistoried building as per sanctioned plan of the Kolkata Municipal Corporation and the said property is more fully and particularly described in the **Part-I and Part-II** of "First Schedule" hereunder written and approached to the Developer for construction of a residential multistoried building as per sanctioned plan of Kolkata Municipal Corporation, at the cost, risks and liabilities of the developer, the other part herein.

AND WHEREAS after prolong discussion it has been agreed by and between the parties hereto that the developer shall develop the **Part-I and Part-II** of "First Schedule" mentioned property after amalgamation and to materialized the said development work all the parties herein i.e, the Land owners and Developer execute this Deed of Development Agreement for entrusting the work of construction of the proposed building upon the developer on the terms, conditions, stipulations and obligations contained hereunder provided and accordingly the owners herein registered a **deed of amalgamation** of their property on 31-01-2023 Being No 1163 for the year 2023 and after amalgamation the said property now jointly described in the **Second Schedule** hereunder written where the proposed building should be constructed as per sanctioned plan of the Kolkata Municipal Corporation.

NOW THIS AGREEMENT WITNESSETH AND ITS IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:-

Amir Khan Sarani

Shatterji.

ARTICLE – I : DEFINITIONS

- 1.1 **OWNERS**: shall mean **SMT SHILA CHATTERJEE**, wife Sri Alope Chatterjee, by Faith-Hindu, by Nationality Indian, by Occupation–Housewife, residing at 19, Surya Sen Pally, Post Office & Police Station-Haridevpur, Kolkata – 700082, District: South 24-Parganas, West Bengal, India and **SRI SOMENATH ACHARJEE**, son of Late Subhas Chandra Acharjee, by Faith-Hindu, by Nationality Indian, by Occupation–Business, residing at 142, East Road Ichapore Manicktala, Post Office: Ichapore Nawabganj, Police Station-Noapara, Pin-743144, District: North 24-Parganas, West Bengal, India and their respective legal heirs, executors, successors, legal representatives and assigns.
- 1.2 **DEVELOPER/ BUILDER**: shall mean **SONALI CONSTRUCTION**, a Proprietorship Firm, having its office at its office at 209/B, Ustad Amir Khan Sarani, Post Office and Police Station- Haridevpur, Kolkata - 700082, District: South 24-Parganas, West Bengal, India, represented by its sole Proprietor **SRI UTTAM SAMADDAR** son of Late Dilip Samaddar, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 209/B, Ustad Amir Khan Sarani, Post Office & Police Station-Haridevpur, Kolkata-700082, District: South 24-Parganas, West Bengal, India, and his heirs, successor-in-office, executors, administrators, legal representatives and assigns.
- 1.3 **PREMISES/LAND**: shall mean **ALL THAT** the amalgamated gross total area of a single and compact plot of land measuring **04 (Four) Cottah 13 (Thirteen) Chittack 15 (Fifteen) Square Feet** more or less together with **572 Sq Ft R.T. structure** standing thereon or on part thereof, lying and situated at Mouza: Haridevpur, J.L. No.25, Touzi No. 3358, Paragana- Khaspur, R.S. No. 35 comprised in Dag No. 583 appertaining to Khatian No 192, Police Station: Thakurpukur now Haridevpur, District: South 24 Parganas now Known as **KMC Premises No 503, Ustad Amir Khan Sarani** (its mailing address 19, Surya Sen Pally), **Post office and Police Station- Haridevpur, Kolkata-700082** AND **KMC Premises No 504, Ustad Amir Khan Sarani, Post office and Police Station- Haridevpur, Kolkata-700082** in the District of South 24

Parganas now within the limits of the Kolkata Municipal Corporation under ward No 122.

- 1.4 **BUILDING**: shall mean the proposed multistoried building to be constructed on the land of the aforesaid premises.
- 1.5 **COMMON FACILITIES AND AMENITIES**: shall include corridors, all ways, passages, stair ways, passage ways provided by the Developer, roof, tube well, overhead tank, water, underground reservoir, water pump and motor and other facilities as actually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the building and premises.
- 1.6 **SALEABLE SPACE**: shall mean the space in the building, available for independent use and occupation after making due provision for common facilities and the space required.
- 1.7 **ARCHITECT**: shall mean the person or persons who may be appointed by the Developer, for design and planning of the said building with the approval of the Owners.
- 1.8 **CONSIDERATION**: shall mean all common facilities of the building that shall mean the total cost of land as mentioned hereinabove and more particularly written in the second schedule hereunder written.
- 1.9 **TIME**: shall mean 36 (thirty-six) months for completion of building from the date of sanction of building plan of the proposed building.
- 1.10 **TRANSFER**: shall mean with its grammatical variations inclusive Transfer of possession and Transfer of Title or by any other means adopted for affecting what is understood as Transfer of Space to the Transferees thereof.
- 1.11 **TRANSFeree**: shall mean a person, firm, limited company, Association of persons to who any saleable space in the building has been transferred under law.
- 1.12 **WORDS IMPORTING SINGULAR SHALL INCLUDE**: plural and vice versa.

- 1.13 **WORDS:** importing masculine shall include feminine and neuter gender; likewise, words importing feminine genders shall include masculine and neuter genders and similarly words importing masculine and feminine genders.
- 1.14 **POSSESSION OF THE LAND:** The Owners shall deliver the khas possession of the said amalgamated land and premises within 30 (thirty) days from the date of intimation for quit and vacate the premises with mutual understanding amongst the parties.
- 1.15 **SUPER BUILT UP AREA:** shall mean available saleable space of super built up area in the building to be allocated, erected, constructed and completed by the developer together with the proportionate right title, interest in the amalgamated land underneath and the right of user of common areas, parts, facilities and amenities within the said building shall be calculated 25% with the built up area.

THE OWNERS DO HEREBY DECLARE as follows:-

The party of the one part being the absolute Owners of the aforesaid demarcated amalgamated land measuring **04 (Four) Cottah 13 (Thirteen) Chittack 15 (Fifteen) Square Feet more or less** together with **572 Sq Ft R.T. structure** standing thereon or on part thereof (02 Cottah 06 Chittack 30 Sq Ft + 02 Cottah 06 Chittack 30 Square Feet) more or less danga land now bastu together with 572 Sq. Ft. R.T Shed structures hereditaments and premises described in the Part-I and Part-II of "First Schedule" and the said property is more fully and particularly described after amalgamation as **Second Schedule** hereunder written.

1. Save and except the Owners herein no other person has any right, title, interest and possession in the said property more fully described in the "Second Schedule" herein below.
2. That the said properties are free from all encumbrances, charges, liens, mortgages, leases, attachments, lispensens etc.

3. That the Owners herein have not entered into any agreement for sale or promotional agreement or gave any power or execute any deeds/things with any other person/s whatsoever, in respect of the said property or any portion thereof more fully described in the Second Schedule hereunder written.
4. No Civil or Criminal case is pending in any Court of Law in respect of the said property more fully described in the Second Schedule hereunder written.
5. The Owners are seized and possessed of or otherwise well and sufficiently jointly entitled to deal with the said property more fully described in the Second Schedule hereunder written in any manner they like.
6. The said property has neither been acquired nor requisitioned by any public authority including the Central Government, State Government, K.M.D.A., C.I.T., Metro Rail Authority. Even no notice for acquisition or requisition of the said property has ever been served upon the Owners herein.
7. None have any right of maintenance or right of residence in respect of the said Second Schedule property save and except the Owners herein.
8. That the Owners shall deliver vacant and khas possession of the said land to the Developer free of any tenant or any sorts of encumbrances.

OFFER AND ACCEPTANCE

W H E R E A S for a considerable long time the Owners herein have been thinking of developing the said property described in the Part-I and Part-II of "First Schedule" and the said property is more fully and particularly described after amalgamation as **Second Schedule** hereunder written in such a manner to avail greater advantage to the Owners together with providing with flats for intending dwellers for their residential requirements but for short of fund the Owners could not materialize their said desires.

AND WHEREAS being quite aware of the intention of the Owners herein, the Developer approached the Owners herein with an offer to develop the said property in such a way as to serve the purpose of the Owners in terms of their thoughts and desires.

AND WHEREAS the Owners herein have considered the offer of the Developer reasonable and appreciable accepted the offer on terms and conditions as set out hereinafter and to materialize the desire of development of the amalgamated Second Schedule mentioned property all the parties entered into this Development Agreement on the following terms and conditions as mentioned under.

OWENR'S ALLOCATION

OWNER'S ALLOCATION: shall mean the owner Nos.1 & 2 jointly entitled in lieu of their land value (i) one shop measuring 60 (sixty) Square Feet in the ground floor and (ii) Four number flat measuring 400 square feet built up area each out of which one flat on the First Floor and one flat on the second floor South-West Side and Two flats on the third Floor of the proposed building constructed at the amalgamated property which is more fully described in the **Second Schedule** hereunder written together with common roof right of all flat owners including land owners along with undivided proportionate share of land with common area and common facilities thereon in lieu of the value of proportionate share of developer's allocation in the Second Schedule mentioned property.

And in addition to above flats, the Developer shall also pay a sum of Rs 17,00,000/- (Rupees Seventeen Lacs) only as Forfeit money to the Owner No 1 herein out of which Rs 10,000/- at the time of registration of the development agreement and Rs 6,90,000/- shall be paid within 30 days from the date of starting the foundation work and balance Rs 10,00,000/- shall be paid at the time of handover the possession of the owner's allocation AND the Developer shall also pay a sum of Rs 17,00,000/- (Rupees Seventeen Lacs) only as Forfeit money to the Owner No 2 herein out of which Rs 10,000/- at the time of registration of the development agreement and the balance amount of said forfeit money of Rs 16,90,000/- shall be paid on or before handover the possession of the owner's allocation.

The owners' allocation is more fully described in **Third Schedule** hereunder written.

Sanadhar

Shahjahan
Shahjahan

DEVELOPER'S ALLOCATION

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DEVELOPER'S ALLOCATION: shall mean ~~rest of the portions of construction area~~ ^{rest portion of} in the third (top) floor, ~~entire~~ ^{rest portion of} second floor, rest portion of the first floor and rest portion of the ground floor save and except meter room and caretaker/security room, if any, and also **save and except the allocation of owners** (mentioned in the Third Schedule hereunder), of the proposed building constructed at the amalgamated property which is more fully described in the **Second Schedule** hereunder written together with absolute right on the part of the developer to enter into agreement for sale, Deed of Conveyance, transfer or in any way deal with the same as good as the absolute owner thereof with common roof right of all flat owners under developer's allocation including common roof right of land owner of proposed building constructed at the amalgamated property which is more fully described in the **Second Schedule** hereunder written.

The Developer's allocation is more fully described in **Fourth Schedule** hereunder written.

ARTICLE - II : TITLE AND INDEMNITY

1. The Owners hereby declares that they have good and absolute right, title, interest and possession of the said premises to enter into this agreement with the Developer in respect of the Second Schedule mentioned property.
2. The Owners hereby declare that the said "Second Schedule" property is free from all encumbrances and any manner of lispensens, charges, liens, claims, encumbrances, attachments, trusts, acquisition, requisition or mortgages whatsoever.
3. That if the title of the "Second Schedule" mentioned property will be found defect/disputes at any point of time or ay suit or proceedings pending or initiated by any third party for any kind of act of the land owner all responsibility and cost/expenses should be born by the land owner to clear out the same as early as possible or the landowner do herby agree to keep

Shilo Chatterjee.
Somenath Aloy

the developer indemnified all actions, suits, proceedings and cost, charges and expenses in respect thereof.

ARTICLE - III : DEVELOPER'S RIGHTS

1. The Owners grant exclusive rights to the Developer to develop the said land mentioned the Second Schedule hereunder written in such manner as the Developer deem fit in accordance with the provisions herein contained.
2. The Developer shall exclusively be entitled to receive, realize and appropriate the sale proceeds and/or the construction cost with regard to the Developer's allocation which the Developer become entitled to receive from the intending purchaser or purchasers of flats and other saleable space or spaces in the said proposed building save and except owners' allocation.
3. The Developer shall at its/his own costs and expenses and without creating any financial or other liability on the Owners construct and complete the said new building and various units and/or apartments therein.
4. All costs, charges and expenses including Architects Fees shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context.
5. The Developer shall be entitled to transfer or otherwise deal with the Flat/ Fats and/or any other saleable space or spaces of the building including proportionate share of land along with right to use the common areas and facilities to be transferred to the prospective transferees of the Developer's allocation.
6. In so far as necessary all dealings by the Developer in respect of the said building in relation to these presents shall be in the names of the Owners for which the Owners are hereby nominate, constitute, appoint and grant power of attorney in favour of the Developer herein to do, execute, perform and exercise all acts and things necessary for the implementation of this Agreement including the authorities to cause to be prepared to sign, letters, correspondences and to apply to the authorities, to sign building plan and execute all applications to the Government Department and/or authority to

appoint Architects, Engineers and other persons to construct the building as per sanction of the authority and also for construction of extra floor at his cost and risk and to enter into and sign agreement for sale and to execute & sign sale deeds/ conveyance in favour of the prospective transferees in respect of developers allocation and extra floor, if any and receive the value of the same and to make affidavits and declaration to apply for allotment of cement, iron and steel and other materials, to apply for electrical connection, sewerage and drainage connection and to apply and obtain refund of any amount receivable from the authorities in respect of the said premises, to make payment of all taxes, rates, impositions in respect of the said premises, to commence proceeding to settle any suit or proceedings, to sign plaints, verification, written statement's, petition, to swear affidavit, to appear in any court of law, to give evidence and to arrange or substitute with all or any of the powers for and on behalf of the land owner.

7. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiate for and/or sale flat /flats or apartment/ apartments and/or any other saleable space or spaces or any portion of the Owners' allocation in the said building which the Developer agreed to make delivery of possession to the Owners as consideration of the said land.
8. That the Developer herein after getting possession of the said property from the Owners shall get a building plan drawn by Architect/ L.B.S. at the costs and expenses of Developer. The Owners shall sign the Building Plan and other relevant papers and documents, if required, as and when called for by the developer. The Developer shall also get the said building plan sanctioned by the concerned office/ authority at the costs and expenses of the Developer.
9. The Developer alone shall appropriate/ receive the value of debris after demolishing the existing structure/building and the entire consideration from the intending Purchaser/s in respect of the Developer's Allocation and the Owners shall have no claim whatsoever over the said consideration at any point of time.

10. That the Developer shall take necessary steps for B.L & L.R.O mutation, conversion of land and obtaining permission of Land Ceiling, if required, from the concern authorities and the owners shall have to co-operate for the same, if required.

ARTICLE – VII : COMMON FACILITIES

1. The Developer shall pay and bear all ground rent, other dues and outgoing including municipal taxes in respect of the said premises accruing due as and from the date on which the Developer will get the vacant possession thereof.
2. After completion of the Owners' allocated portion of the said building the Developer shall give notice in writing to the Owners to take possession of the Owner's allocation in the said building agreed to be provided as consideration of the land as per terms of this agreement and the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, maintenance charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the Owner's allocation and the said rates are to be apportioned pro rata basis with reference to the saleable space in the building.

ARTICLE – VIII : OWNER'S OBLIGATIONS

1. Owners do hereby agree and covenant with the Developer not to do any act, deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of the flat/ flats or apartment/ apartments and/or any other saleable space or spaces of the Developer's allocation or any portion thereof in the said building of the said premises of the Developer's allocation.
2. Owners or any person or persons claiming through them shall not in any way cause any interference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented or obstructed from constructing and erecting the said building on the said land in the said premises.

3. Owners do hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the previous consent in writing of the Developer.
4. Owners shall deliver vacant possession of the property more fully described in the "Second Schedule" hereunder written after amalgamation of the property mentioned in Part-I and Part-II of First Schedule mentioned property to the Developer within 30 (thirty) days from the date of receipt of notice after the sanction of proposed building plan including the vacant possession of the structure. The Owners have already handed over these Xerox copies of their title deeds, documents and corporation tax receipts to the Developer for the inspection of the title of the Owners and the Owners do hereby undertake to supply original copy of the Deeds, relevant papers and documents to prove the recitals hereinbefore made by the Owners are true to the developer on the date of Registration of the Development agreement against proper list and acknowledgement.
5. That the Owners shall allow and/or permit the Developer to demolish the existing building, if any, and after demolition of the old building, all the Owners shall deliver vacant possession of the said premises to the Developer and the value of the building materials/ debris will be appropriated/ retained by the Developer alone.
6. All the Owners have agreed to execute and register this Development agreement and Development/General Power of Attorney in favour of the Developer and/or his nominee/ nominees to obtain sanction of Building Plan from Appropriate Authority, any other purpose & necessary permission for the proposed building from the competent authority under Urban Land (Ceiling and Regulation) Act, 1976 K.M.D.A., C.I.T. and other office and to sell, convey and transfer undivided and impartible share in the land (for developer allocation) to the intending Purchaser/s and also for other necessary purposes relating to and/or required for Development of land and/or for construction of multistoried building.

7. All the Owners shall execute and register a Development/General Power of Attorney in favour of the Developer or his nominee/ nominees authorizing him to do the following works amongst others in the name of the Owner and on their behalf: -
 - (a) To get the building plan sanctioned by the concerned authority.
 - (b) To represent the Owners to all persons, authorities, police officer relating to the proposed construction of multistoried building on the said land.
 - (c) To execute and register conveyance or conveyances in favour of the intending purchaser/s in respect of the Developer's Allocation including common areas in the undivided land.
 - (d) To realize the entire consideration money from the intending Purchaser/s in respect of the Developer's Allocation and to appropriate the same.
 - (e) To file any sue or written statement or objection, to engage Advocate, to appear any office/court in respect of the schedule property.

9. After taking delivery of possession of the Owners' Allocation fully described in the Third Schedule hereunder written, all the Owners shall be paid proportionate Tax, Government revenue etc. and shall bear proportionate maintenance charges of the Owner's Allocation with the other flat owners of the building.

10. Owners shall not make interference with or obstruction to the construction work to be undertaken by the Developer at any point of time, otherwise they shall liable to give damage charge/ compensation for the same according to present market price of the developer allocation at the time of settlement.

ARTICLE – IX : DEVELOPER'S OBLIGATIONS

1. The Developer hereby agrees and covenants with the Owners to complete the construction of the said building in terms of this Agreement and handover the

complete habitable peaceful vacant possession of the owners' allocation within 36 (thirty-six) months from the date of sanction building plan plus 06 months grace period unless prevented by any circumstances beyond the control or by force majeure.

2. That the time is the essence of the contract, so, the developer shall liable to complete the proposed building within the stipulated period as mentioned above, otherwise, shall liable to pay compensation of Rs 50/- per day to the owners till the date of handover of the owners' allocation.
3. That the developer it is agreed that handover of the possession of the owners' allocation will be made at first and after that developer handover the possession of the purchaser of developer's allocation but the developer shall have the right to enter into any agreement for sale execute and register the agreement and deed of developer's allocation.
4. The Developer hereby agrees and covenants with the Owners not to violate, contravene or deviate from any of the provisions or Rules of KMC applicable for construction of the said building.
5. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners may be prevented from enjoying, selling, assigning and/or disposing of the Owner's allocation mentioned in Third Schedule here under written or any portion thereof of the said building in the said Second Schedule mentioned property.
6. That the Developer shall at its own costs and expenses get building plan sanctioned from the concerned authority in the name of the Owners and the owners shall oblige to co-operate for the same but shall have no liability for the cost of construction or defective construction of the building/flat.
7. That the developer shall be started the construction work at the "Schedule-B" mentioned property as early as possible from the date of sanction of building plan.
8. That the developer kept indemnify the landowners against all claims, demands, actions, costs, charges, proceedings, any accident in the site during

construction, case filed by any intending purchaser against developer's allocation or for other purpose before or after registration of Deed of Conveyance and in that case owners shall not liable for any consequences apart from sign any power of attorney/ deed or forms etc.

ARTICLE – X : MISCELLANEOUS

1. Owners and the Developer as the case may be shall not be considered to be in breach of any obligation herein above and time will be the essence of contract.
2. It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to which specific provisions may not have been mentioned herein, all the Owners hereby undertakes to do all such acts, deeds, matters and things subject to which do not in any way infringe the rights of the Owners and/or go against the spirit of these presents.
3. Any notice required to be given by the Developer shall be any other mode of service be deemed to have been served upon the Owners or if delivered by hand (acknowledgement is required) or sent by prepaid Registered post to the Owners and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid Registered post at the office of the Developer. If either party shall change their residential address in that case he/she/they should be informed to others for necessary correspondence otherwise, the address mentioned in this agreement shall be treated as the corresponding address.
4. The Developer and all the Owners shall mutually frame scheme for the management and administration of the said building or buildings and/or common part thereof. Owners hereby agree to abide by all the Rules and Regulations to be framed by any Society/ Association/ Holding Association and/or any other organization will be in charge of such management of the

affairs of the building or buildings and/ or common parts thereof and the parties hereto hereby give their consent to abide by such Rules and Regulations.

5. Nothing in these presents shall be construed a demise or assignment or conveyance in law of the Owner's allocation in the said building on the plot or as part of the Developer or as creating any right title or interest in respect thereof in the Developer other than an exclusive license to the Developer or commercially exploit the same in terms hereof.
6. After completion of the construction of the building all the Owners shall at the request of the Developer execute and register appropriate transfer deeds/ conveyances of the Developer's allocation in favour of the Developer or their nominee and/or the Transferee or Transferees as and when called for. The stamp duty including the registration charges and all other legal expenses payable for the transfer shall be borne by the transferee or transferees.
7. The Developer is hereby authorized by the Owners to make construction on the said land and/or premises more fully described in the **Second Schedule** here under written after amalgamation of the property mentioned in Part-I and Part-II of "First Schedule" hereunder written in accordance with the Building Plan to be sanctioned by the concern Kolkata Municipal Corporation at the costs and risks of the Developer. The Developer shall be at full liberty to deal with the proposed new construction in any manner according to the sanctioned plan as the Developer may deem fit and proper subject to the delivery of possession of Owners' Allocation at first. The Developer is empowered to handover possession of the Developer's Allocation to prospective buyer/ buyers and/or agreement holder after the owner takes possession of his own flat. The Developer shall convey, transfer and sell the flats under the Developer's Allocation with proportionate share of land to the nominee/ nominees/ purchaser of the Developer in accordance with the desire of Developer. The Developer however shall have the right to enter into any sorts of agreement with any person/ persons/ company authority at its discretion for disposal of the Developer's Allocation in the said proposed multistoried building constructed in the "Second Schedule" mentioned

property at its own risk and peril before handover the owner's allocation and all moneys that may come out of such agreement as earnest money or cost of construction of land value shall only be appropriated by the Developer. However, Owners shall, in no case, be liable for any transaction or agreement between the developer and intending Purchaser/s in respect of the developer's allocation.

8. The Developer will be at liberty to advertisement on the said property for Public notice as to the project under taken by the Developer and for sale of developer's allocation. The Developer also will be at liberty to use tap water and electricity available in the said premises or take such new connection as and when required at the time of construction of building.
9. In case at any time before the application of the transfer of the Developer's Allocation by the Owners to the Developer or its nominee or nominees, if it is found that the said premises or any part thereof is affected by any Scheme or alignment of the Government of West Bengal or the property is under requisition or acquired under any Act, Ordinance and/or orders, the Developer shall have the right to rescind this agreement and in such event Owners shall get the compensation award for land and the Developer shall get the compensation award of building whether complete or incomplete.
10. All the Owners shall be bound to make registration of Sale Deed in respect of all flats and spaces of the proposed building under developer's allocation at the cost of the Purchaser/s in respect of proportionate share of land only without any claim or demand whatsoever, if situation warrant for the same and Owners shall co-operate with the Builder/ Developer for such registration and shall have no objection to be a party in the said proposed Deed of Conveyance or conveyances. The Developer shall have every liberty to sue against the Owners if they will neglect to be a party in the Deed of Conveyance and/or he/they is/are not co-operative in the matter of dispose of the Developer's allocation described in Third Schedule mentioned property and completion of the proposed building at the "SECOND SCHEDULE mentioned property i.e the proposed new building.

All Flat Owner/s of the proposed building shall enjoy common right of pumping water, electricity, passage, staircase, overhead tank and for enjoyment of common services and amenities. They shall form an Owners' Association or body or Owners' Association in any other name for maintenance and cost of maintenance will be borne by the Owners proportionately. This provision shall contain in the Deed of Sale of the Purchaser of flats. Owners shall not do any act, deed, matter or thing which may in any manner cause obstruction in the matter of development or construction of the said property and/or the construction of the said new building, if Owners shall obstruct or do any adverse act like revocation of power, cancellation of this agreement in that case the landowners shall bound to compensate the entire amount along with statutory interest what the Developer have already incurred on various heads as claimed by him. Be it mentioned here that amount of compensation should be determined and/or decided or calculated considering the present market value of the developer allocation.

11. Owners and the Developer/ Builder have entered into this Agreement purely on contract basis and nothing herein contained shall be deemed to construe as a partnership amongst the parties, in any manner nor shall the parties here-to constitute an association or person.
12. That the cost of ferule that is constructional original ferule as per K.M.C. rules for water supply will be paid by the Builder himself. The developer has right to use the tap water and electric from the existing water & electric connection or may take new connection for the construction of the proposed building.
13. The dispute between the Owners of the land and the Builder if arises for any matter shall be resolved amicably by bipartite negotiation and if necessary help of a common well-wisher may be availed or before going to the Court of Law or by Arbitration as per Arbitration Act for the time being in force.
14. If any room or portion as per Fourth Schedule (Developers' Allocation) the Developer intends to keep for its/ his personal use and occupation in that

case the landowners shall registered the said portion in his/its name as and when called for without any claim or objection or dispute.

15. All the flat Owners including land owners shall be liable to bear and pay to the Developer necessary charges as required for bringing the electric meters for individuals' consumption in their names. The Developer shall bear expenses for bringing common electric meter for the building only.
16. That the developer shall have every right to use the electric from the existing meter and shall obliged to pay bill of said existing meters during the construction period and the developer shall pay the expenses for bringing the common meter.
17. During the continuance of the Agreement Owners shall: -
 - (i) Not to cause any obstruction or impediment to the construction or development of the said property or done or cause to be done any act which will be deemed to be obstruction to the Developer's work.
 - (ii) Shall assist the Developer for completion of the development work in the 'Second Schedule property and to mutating the name of the Developer or its nominee or nominees or the names of the transferee of the Developer's Allocation more fully described in the Fourth Schedule herein below.
 - (iii) To Permit the Developer his architect and/or his representatives to use the said property for the purpose of survey, soil-testing preparation of building plan or other purposes relating to the construction of the said multistoried building which the agreement is being entered into between the Owners and the Developer.
 - (iv) To allow the Developer and/or its representatives to exploit the resources of the land and the structures in such manner at the discretion of the Developer.
18. Owners are hereby undertake that the Developer shall be entitled to construct and complete the building on the said land/property, mentioned in the Second

Schedule hereunder written and to transfer, sell, convey, assign, assure and dispose of the flats under the Developer's Allocation, mentioned in the Fourth Schedule here under written, to any person or persons according to the discretion of the Developer and on such terms and conditions and at such price or prices as the Developer may agree upon during the continuance of the construction work or thereafter. The Developer shall have the full right and absolute authority to enter into any agreement for the transfer of the said proposed flats under the Developer's Allocation and to receive money or part payment of the consideration for the same.

Be it clear that if during the course of the construction of the said project, God forbid, if any of the owner died intestate, in that case the legal heirs and successors of the deceased owner will execute new Registered General/development Power of Attorney in favour of the Developer and legal heirs and successors of the deceased owner will execute supplementary Development Agreement to ratify & confirm the terms and conditions of this Development Agreement and the Developer will be at liberty and have the power to sell the flats to different intending Purchaser or Purchasers in respect of share of allocation of the Developer without prior consent or permission from the legal heirs, successors and representatives of the Owner and/or the legal heirs of the deceased Owner shall obliged to register the deed in favour of the Purchaser as a Party/ Vendor in the concern registry office, if required, in respect of the Developer's Allocation and the share of deceased owner shall be devolved upon the other alive co-owner proportionately as per the provisions of law.

19. There is no legal bar for the owners to obtain certificate under Section 230A of the I.T. Act, 1961 or other contents or permissions that may be required.
20. The developer shall have every right to deduct and/or adjust the GST charges/TDS or other Charges with the owners' allocation and also claim GST/TDS charge with the value of Flat of Developer's allocation, if applicable according to the present provisions of law and for such charge neither the

owners' nor the intending purchaser shall raise any objection for the same in the matter of payment to the developer.

ARTICLE – XI : FORCE MAJEURE

1. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-down, lockout, labour unrest and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non-availability of essential materials like cement, steel etc.
2. The parties hereto shall not be considered to be liable for any obligation here above to the extent that the performance of the relative obligations prevented by the existence of the "Force Majeure" shall be suspended from the obligation during the period of this "Force Majeure",

ARTICLE - XII : ARBITRATION

In case of any dispute or difference which may arise between the parties with regard to the construction, meaning and effect or interpretation of any of the terms and conditions or any part thereof herein confined or touching these presents or determination of any liability the same shall be referred to arbitration and the decision of a sole arbitrator, if the parties in dispute so agree, otherwise to two arbitrators one to be nominated by each party and in case of difference of opinion between them, by the Umpire selected by them at the commencement of the reference shall be binding upon the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration & Conciliation Act, 1996 including its statutory modification and re-enactment.

ARTICLE - XIII : JURISDICTION

The Learned Court/ Courts having territorial jurisdiction over the said properly shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

Part-I

ALL THAT piece and parcel of said land measuring 02 (two) cottah 06 (Six) Chhittack 30 (Thirty) Square Feet more or less together with 372 Sq Ft R.T. Shed structure lying and situated at Mouza: Haridevpur, J.L. No.25, Touzi No. 3358, Paragana- Khaspur, R.S. No. 35 comprised in Dag No. 583 appertaining to Khatian No 192, Police Station: Thakurpukur now Haridevpur, District: South 24 Parganas now Known as **KMC Premises No 503, Ustad Amir Khan Sarani** (its mailing address 19, Surya Sen Pally), **Post office and Police Station- Haridevpur, Kolkata-700082**, having its Assessee No 41-122-09-0507-3 now within the limits of the Kolkata Municipal Corporation under ward No 122. The property is butted and bounded are as follows:-

- ON THE NORTH : 10 feet wide K.M.C. Road.
ON THE SOUTH : 12 feet wide K.M.C. Road.
ON THE EAST : 15 Feet wide K.M.C. Road.
ON THE WEST : Property of Somnath Acherjee.

Part-II

ALL THAT piece and parcel of said land measuring 02 (two) cottah 06 (Six) Chhittack 30 (Thirty) Square Feet more or less together with 200 Sq Ft R.T. Shed structure lying and situated at Mouza: Haridevpur, J.L. No.25, Touzi No. 3358, Paragana- Khaspur, R.S. No. 35 comprised in Dag No. 583 appertaining to Khatian No 192, Police Station: Thakurpukur now Haridevpur, District: South 24 Parganas now Known as **KMC Premises No 504, Ustad Amir Khan Sarani, Post office and Police Station- Haridevpur, Kolkata-700082**, having its Assessee No 41-122-09-0508-5 now within the limits of the Kolkata Municipal Corporation under ward No 122. The property is butted and bounded are as follows:-

- ON THE NORTH : 10 feet wide K.M.C. Road.
ON THE SOUTH : 12 feet wide K.M.C. Road.
ON THE EAST : Property of Shila Chakraborty.
ON THE WEST : Property of Dipak Das.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Amalgamated entire property)

ALL THAT the amalgamated gross total area of a single and compact plot of land measuring **04 (Four) Cottah 13 (Thirteen) Chittack 15 (Fifteen) Square Feet more or less together with **572 Sq Ft R.T. structure** standing thereon or on part thereof, lying and situated at Mouza: Haridevpur, J.L. No.25, Touzi No. 3358, Paragana- Khaspur, R.S. No. 35 comprised in Dag No. 583 appertaining to Khatian No 192, Police Station: Thakurpukur now Haridevpur, District: South 24 Parganas now Known as **KMC Premises No 503, Ustad Amir Khan Sarani** (its mailing address 19, Surya Sen Pally), **Post office and Police Station- Haridevpur, Kolkata-700082 AND KMC Premises No 504, Ustad Amir Khan Sarani, Post office and Police Station- Haridevpur, Kolkata-700082** in the District of South 24 Parganas now within the limits of the Kolkata Municipal Corporation under ward No 122 and the said amalgamated property being butted and bounded as follows:**

ON THE NORTH : 10 feet wide K.M.C. Road.

ON THE SOUTH : 12 feet wide K.M.C. Road.

ON THE EAST : 15 feet wide K.M.C. Road.

ON THE WEST : Property of Dipak Das.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

OWNER'S ALLOCATION: shall mean the owner Nos.1 & 2 jointly entitled in lieu of their land value (i) **one shop** measuring 60 (sixty) Square Feet in the **ground floor** and (ii) **Four number flat** measuring **400 square feet built up area each out of which one flat** on the **First Floor** and **one flat** on the **second floor** South-West side and **Two flats** on the **third Floor** of the proposed building constructed at the amalgamated property which is more fully described in the **Second Schedule** hereunder written together with common roof right of all flat owners including land owners along with undivided proportionate share of land with common area and common

Amalder

Shatterji

facilities thereon in lieu of the value of proportionate share of developer's allocation in the Second Schedule mentioned property.

Be it mentioned here that save and except common area and one shop for owner no 1 and ~~one garage for owner no 2~~ ^{will get jointly} in the ground floor of the proposed building, the owners herein shall have no right or claim over the ground floor in respect of garage or other spaces or shop room.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

DEVELOPER'S ALLOCATION: shall mean ~~rest~~ ^{rest portion of} of the portions of construction area in the third (top) floor, ~~entire~~ ^{rest portion of} second floor, rest portion of the first floor and rest portion of the ground floor save and except meter room and caretaker/security room, if any, and also **save and except the allocation of owners**, of the proposed building constructed upon the amalgamated property, described in the **Third Schedule** herein above written together with absolute right on the part of the developer to enter into agreement for sale, Deed of Conveyance, transfer or in any way deal with the same as good as the absolute owner thereof with common roof right of all flat owners under developer's allocation including common roof right of land owner of proposed new building constructed upon the amalgamated property which is more fully described in the **Second Schedule** herein above written, save and except the owners' allocation.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Specification)

- BUILDING** : R.C.C. and brick structure.
- WALLS** : 200 mm (8") thick for outer and 75mm (3") thick for partition wall with 1st class brick.
- WINDOW** : Aluminum window with fitted grill.
- DOOR** : Commercial flush door with Sal or equivalent frame.
- PLASTER** : Cement plastered wall and ceiling with two coats white wash, plaster of Paris to walls, cement plaster outside

Uttam Samal

Somnath Acharya
Shila Chatterjee

with two coats snowcem.

FLOOR	:	Marble floor with 100 mm (4") High skirting bath and kitchen 1200 mm (4") high dado.
BATHROOM	:	White porcelain one Indian and one commode. One basin and chrome fittings.
KITCHEN	:	Kitchen shelves with Granite counter.
ELECTRIC	:	Concealed wiring with two light points, one fan point, one 5 Amp. Plug point for every room plus one 15 Amp. Plug point in living cum dining room.
WATER	:	Underground reservoir with pump and overhead Tank.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. Proportionate amount of actual expenses towards deposit money to the CESC Ltd.,
2. Proportionate expenses for maintaining and repairing of main structural main water pipe, sewers, lines, water lines, water tanks, electrical lines, common lights after obtaining possession of the said flat.
3. Proportionate cost of cleaning and lighting the passages, main gate etc. and other common parts of the building.
4. Proportionate cost of maintenance, paintings and decorating of the exterior of the building including common doors, fixtures, fittings boundary walls.
5. Proportionate cost of maintenance of pump house, water tanks, water pump, including necessary connection thereof.
6. Proportionate municipal and other local taxes, ground rents if payable and other outgoings and impositions.

7. All other expenses for common services and in connection with common areas and amenities mentioned above.
8. Such other expenses as are necessary and incidental for the maintenance and upkeep of the building.
9. Ultimate roof is common for the flat Owners only and the shop Owners or any other occupiers of the ground floor shall not have any right upon the roof of the proposed New Building.
10. All other parts of the property necessary or conveniences to its existence, maintenance and safety or normally in common use.

IN WITNESSES WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

In Presence of:

WITNESSES:-

1. *Bholanath Sarkar*
Adv
Alipore Police Court
Kol. 27

Shila Chatterjee.

2. *Aloke Chatterjee*

Somenath Achary.
Signature of the Owners

Uttam Samadder
Signature of the Developer

Drafted and prepared according to instructions and documents provided by the parties to this agreement by me;

Bholanath Sarkar
(Bholanath Sarkar)
Advocate.

Enrolment No. WB/302/2000.
Alipore Judges' Court & Police Court,
Kolkata - 27.

MEMO OF CONSIDERATION

RECEIVED from the within named Developer a sum of Rs.20,000/- (Rupees Twenty Thousand) only towards the non-refundable amount as per Memo below:-

Date	Cheque No.	Bank/ Branch	Amount	
			Rs.	P.
31-01-23	By Cash	Owner No. 1	10,000.00	
31-01-23	By Cash	Owner No.2	10,000.00	
Total			<u>20,000.00</u>	

(Rupees Twenty Thousand Only)

WITNESSES:-

1. *Bhokanath Sarkar*
Alipore Police Court
Kol-27
2. *Aloke Chatterjee.*
19, East Surya Sen Park,
Hauzidepur - Kol-82

Shila Chatterjee.

Somenath Chatterjee.

Signature of the Owners

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



310120232027354754

GRIPS Payment Detail

GRIPS Payment ID:	310120232027354754	Payment Init. Date:	31/01/2023 11:43:00
Total Amount:	7142	No of GRN:	1
Bank/Gateway:	State Bank of India	Payment Mode:	Online Payment
BRN:	CKW0399225	BRN Date:	31/01/2023 11:44:56
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name: SHILA CHATTERJEE
Mobile: 8420160216

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	19202230273547551	Directorate of Registration & Stamp Revenue	7142
Total			7142

IN WORDS: SEVEN THOUSAND ONE HUNDRED FORTY TWO ONLY.

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

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



192022230273547551

GRN Details

GRN: 192022230273547551 Payment Mode: Online Payment
GRN Date: 31/01/2023 11:43:00 Bank/Gateway: State Bank of India
BRN : CKW0399225 BRN Date: 31/01/2023 11:44:56
GRIPS Payment ID: 310120232027354754 Payment Init. Date: 31/01/2023 11:43:00
Payment Status: Successful Payment Ref. No: 2000089760/2/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: SHILA CHATTERJEE
Address: 19 Surya Sen Pally, Kolkata- 700082, West Bengal, 700082
Mobile: 8420160216
Depositor Status: Buyer/Claimants
Query No: 2000089760
Applicant's Name: Mr Bholanath Sarkar
Identification No: 2000089760/2/2023
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 31/01/2023
Period To (dd/mm/yyyy): 31/01/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000089760/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	2000089760/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	221
			Total	7142

IN WORDS: SEVEN THOUSAND ONE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

No :	I-1602-01165/2023	Date of Registration	31/01/2023
Query No / Year	1602-2000089760/2023	Office where deed is registered	
Query Date	11/01/2023 9:03:05 AM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bholanath Sarkar Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8420160216, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,000/-]		
Set Forth value	Market Value		
Rs. 10,55,000/-	Rs. 31,99,436/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 253/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ustad Amir Khan Sarani, Road Zone : (Haridebpur Adarsha Vidyapith -- M G Road (Ward 122)) , , Premises No: 503, , Ward No: 122 Pin Code : 700082

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		2 Katha 6 Chatak 30 Sq Ft	5,00,000/-	15,22,498/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ustad Amir Khan Sarani, Road Zone : (Haridebpur Adarsha Vidyapith -- M G Road (Ward 122)) , , Premises No: 504, , Ward No: 122 Pin Code : 700082







Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu		2 Katha 6 Chatak 30 Sq Ft	5,00,000/-	15,22,498/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
Grand Total :					7.975Dec	10,00,000 /-	30,44,996 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	372 Sq Ft.	30,000/-	1,00,440/-	Structure Type: Structure
Floor No: 1, Area of floor : 372 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					

200 Sq Ft.	25,000/-	54,000/-	Structure Type: Structure
Plot No: 1, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete			
Total :	572 sq ft	55,000 /-	1,54,440 /-

Land Lord Details :




Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Shila Chatterjee (Presentant) Wife of Mr Aloke Chatterje Executed by: Self, Date of Execution: 31/01/2023 , Admitted by: Self, Date of Admission: 31/01/2023 ,Place : Office			
	19Surya Sen Pally, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BExxxxxx1L, Aadhaar No: 98xxxxxxxx1760, Status :Individual, Executed by: Self, Date of Execution: 31/01/2023 , Admitted by: Self, Date of Admission: 31/01/2023 ,Place : Office	31/01/2023	LTI 31/01/2023	31/01/2023
2	Name	Photo	Finger Print	Signature
	Mr Somenath Acharjee Son of Late Subhas Chandra Acherjee Executed by: Self, Date of Execution: 31/01/2023 , Admitted by: Self, Date of Admission: 31/01/2023 ,Place : Office			
	142 East Road Ichapore, City:- , P.O:- Ichapore Nawabganj, P.S:-Noapara, District:-North 24-Parganas, West Bengal, India, PIN:- 743144 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIxxxxxx7D, Aadhaar No: 95xxxxxxxx6491, Status :Individual, Executed by: Self, Date of Execution: 31/01/2023 , Admitted by: Self, Date of Admission: 31/01/2023 ,Place : Office	31/01/2023	LTI 31/01/2023	31/01/2023

...ss, Photo, Finger print and Signature




Sonali Construction

209/B, Ustad Amir Khan Sarani, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 , PAN No.:: CCxxxxxx3A, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Uttam Samaddar Son of Late Dilip Samaddar Date of Execution - 31/01/2023, , Admitted by: Self, Date of Admission: 31/01/2023, Place of Admission of Execution: Office	 <small>Jan 31 2023 3:13PM</small>	 <small>LTI 31/01/2023</small>	 <small>31/01/2023</small>
209/B, Ustad Amir Khan Sarani, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CCxxxxxx3A, Aadhaar No: 47xxxxxxxx7686 Status : Representative, Representative of : Sonali Construction (as Sole Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Bholanath Sarkar Son of Late N N Sardar Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 <small>31/01/2023</small>	 <small>31/01/2023</small>	 <small>31/01/2023</small>
Identifier Of Mrs Shila Chatterjee, Mr Somenath Acharjee, Mr Uttam Samaddar			

	To. with area (Name-Area)
Chatterjee	Sonali Construction-1.99375 Dec
Somenath Acharjee	Sonali Construction-1.99375 Dec

property for L2

From	To. with area (Name-Area)
Mrs Shila Chatterjee	Sonali Construction-1.99375 Dec
Mr Somenath Acharjee	Sonali Construction-1.99375 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Shila Chatterjee	Sonali Construction-186.00000000 Sq Ft
2	Mr Somenath Acharjee	Sonali Construction-186.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Mrs Shila Chatterjee	Sonali Construction-100.00000000 Sq Ft
2	Mr Somenath Acharjee	Sonali Construction-100.00000000 Sq Ft

Assessment For Deed Number : I - 160201165 / 2023

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

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

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

Presented for registration at 14:57 hrs on 31-01-2023, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Mrs Shila Chatterjee , one of the Executants.

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 31,99,436/-

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

Execution is admitted on 31/01/2023 by 1. Mrs Shila Chatterjee, Wife of Mr Aloke Chatterje , 19Surya Sen Pally, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession House wife, 2. Mr Somenath Acharjee, Son of Late Subhas Chandra Acherjee , 142 East Road Ichapore, P.O: Ichapore Nawabganj, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743144, by caste Hindu, by Profession Business

Indetified by Mr Bholanath Sarkar, . . Son of Late N N Sardar , Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 31-01-2023 by Mr Uttam Samaddar, Sole Proprietor, Sonali Construction (Sole Proprietorship), 209/B, Ustad Amir Khan Sarani, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082

Indetified by Mr Bholanath Sarkar, . . Son of Late N N Sardar , Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

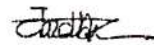
Certified that required Registration Fees payable for this document is Rs 253.00/- (B = Rs 200.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 221/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/01/2023 11:44AM with Govt. Ref. No: 192022230273547551 on 31-01-2023, Amount Rs: 221/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKW0399225 on 31-01-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,921/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 045806, Amount: Rs.100.00/-, Date of Purchase: 29/12/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/01/2023 11:44AM with Govt. Ref. No: 192022230273547551 on 31-01-2023, Amount Rs: 6,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKW0399225 on 31-01-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 49178 to 49218
being No 160201165 for the year 2023.



Digitally signed by Suman Basu
Date: 2023.02.02 16:58:29 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 2023/02/02 04:58:29 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)