

3089/16

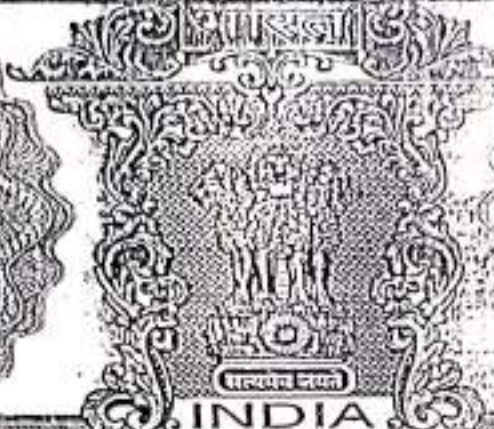
I

02682/16

भारतीय गैर न्यायिक

पचास
रुपये

₹. 50



FIFTY
RUPEES

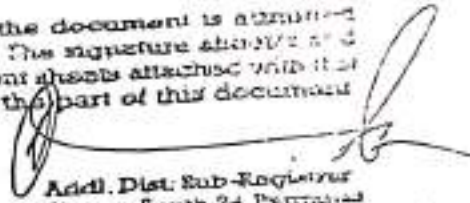
Rs. 50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

5942

Certified that the document is admitted to registration. The signature above and the endorsement above attached with it of document are the part of this document


Addl. Dist. Sub-Registrar
Alipore, South 24 Parganas

18 APR 2016

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 18th day of April 2016
BETWEEN (1) SMT. SANDHYA RANI SAHA, wife of Late Kanai Lal
Saha, (2) SRI SASHI SEKHAR SAHA, (3) SRI JAGANATH SAHA,
both Nos. 2 & 3 are sons of Late Kanai Lal Saha (4) SMT. PINA

10505

04 MAR 2016

No.....Rs. 50/- Date.....

Name:.....Smt. Sandhya Rani Saha Lathes ,

Address:.....34, Sadananda Road, P.S. Kalighat .

Vendor:.....Kol- 26.

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol- 27



Signature.....
18 APR 2016
ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

Nandananda Khatun, A.O.
870 Lt. Ajit Kr. Nayak
Kisore Indras Kumar
Kol- 27.

BANERJEE (NEE SAHA), wife of Sri Subrata Banerjee, (5) SMT. PINKY SAHA, wife of Sri Babu Saha (6) SMT. KRISHNA SAHA, daughter of Late Kanai Lal Saha, all are by faith – Hindu, all are by occupation Business, all of 34, Sadananda Road, P.O. & P.S. – Kalighat, Kolkata – 700026, District South 24 Parganas, hereinafter jointly and collectively called and referred to as the OWNERS (which terms or expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors, executors, administrators, representatives, agents and assigns) of the FIRST PART.

AND

"M/S SAHA & SONS" a Proprietorship firm, having its registered office at 52/1A, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, represented by its sole proprietor SRI PRABHAT SAHA, son of Sri Ghanashyam Saha, by faith Hindu, by nationality Indian, by occupation Business, residing at 52/1A, Maharani-Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, in the profession of builders, constructors, property developer hereinafter called and referred to as the Developer (which expression shall unless excluded by

or repugnant to the context be deemed to mean and include his heirs, executors, representative, successors, in office, nominees, legal representative and other assigns) of the **SECOND PART**

WHEREAS the Owners / First Part herein are the only collectively owners, title-holders and possessors in respect of the residential plot of land measuring a little more or less 7 Cottahs 9 Chittacks 13 Sq. ft together with structures thereon known, distinguished and demarcated as Kolkata Municipal Corporation Premises No. 34, Sadananda Road, Police Station - Kalighat, (previously within Bhowanipore Police Station), Kolkata - 700026, District South 24 Parganas.

AND WHEREAS originally the predecessor of the present Owners viz. the husband of the Owner No. 1 and father of Owner No. 2 & 6 namely Kanai Lal Saha, since deceased, by purchase became the absolute owner, title-holder and possessor in respect of the above referred land measuring a little more or less 7 Cottahs 9 Chittacks 13 Sq. ft and a Deed of Sale was duly executed in the name of the said Kanai Lal Saha by the predecessor owner namely Sri Ajit Kumar Halder and the said

Deed was duly registered in the office of the Registrar of Assurances, Kolkata, and was recorded in Book No. 1, Volume No. 134, Pages from 121 to 126, Being Deed No. 3248 for the year 1980.

AND WHEREAS after purchase of the above referred property viz. land measuring a little more or less 7 Cottahs 9 Chittacks 13 Sq. ft along with structure thereon, the purchaser therein namely Sri Kanai Lal Saha had been in peaceful possession and enjoyment of the said property without interference of other with his family members alongwith four numbers of tenants as the absolute owner, title-holder and possessor.

AND WHEREAS the said Kanai Lal Saha died intestate on 06.01.1985 leaving behind his wife Smt. Sandhya Rani Saha, three sons namely Sri Sashi Sekhar Saha, Kartick Saha and Sri Jagannath Saha and three daughters namely Smt. Rina Banerjee nee Saha, Smt. Pinky Saha and Smt. Krishna Saha as the only heirs and successors according to Hindu Succession Act and after the sad demise of the said Kanai Lal Saha, his wife, three sons and three daughters become the only owners, title-holder and possessors in respect of the above land and building at

Premises No. 34, Sadananda Road, Police Station Kalighat (previously within Bhowanipore Police Station), Kolkata – 700026, District South 24 Parganas.

AND WHEREAS on 15th April, 2002, the second son of Late Kanai Lal Saha namely Kartick Saha, a confirmed bachelor died intestate leaving behind his mother Smt. Sandhya Rani Saha as the only heirs and successors according to Hindu Succession Act.

AND WHEREAS presently the owners are the only collective owners, title-holders and possessors in respect of the said land and building at 34, Sadananda Road, Police Station Kalighat, (previously within Bhowanipore Police Station) Kolkata – 700026, District South 24 Parganas and have been in possession and enjoyment as the owners, landlords and title-holders.

AND WHEREAS the Owners/ First Part herein have a clear marketable title to the said Premises No. 34, Sadananda Road, Police Station Kalighat, (previously within Bhowanipore Police Station) Kolkata –

700026, District South 24 Parganas and the said Premises is free from all encumbrances, charges, liens, lispendents, attachments, trusts whatsoever or howsoever and the Owner / First Part herein are absolutely seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the said Premises No. 34, Sadananda Road, Police Station Kalighat, (previously within Bhowanipore Police Station) Kolkata - 700026, District South 24 Parganas.

AND WHEREAS the Owners herein are desirous of promoting and developing the said land and property at Premises No. 34, Sadananda Road, Police Station Kalighat, (previously within Bhowanipore Police Station) Kolkata - 700026, District South 24 Parganas by construction of a multi-storied building after settlement with the occupants therein including the tenants according to permissible law of the Kolkata Municipal Corporation together with modern taste, design and architecture in accordance with the sanctioned building plan to be sanctioned by Kolkata Municipal Corporation and for that intention and purpose, the party of the First Part / Owners have approved the Developer herein:

AND WHEREAS on the aforesaid representation of the Owners herein and upon verification of the title of the Owners concerning the said Premises as mentioned in the Schedule 'A' hereunder and after through inspection of all the occupants including the tenants and the owners, the Developer have agreed to promote and develop the said premises in accordance with the commercial / residential building plan to be sanctioned by the Kolkata Municipal Corporation on the terms and condition hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

1. **DEFINITION** : unless there is anything repugnant to subject or context, the terms
 - a) **OWNER** : Shall mean (1) SMT. SANDHYA RANI SAHA, wife of Late Kanai Lal Saha, (2) SRI SASHI SEKHAR SAHA, (3) SRI JAGANATH SAHA, both Nos. 2 & 3 are sons of Late Kanai Lal Saha (4) SMT. RINA BANERJEE (NEE SAHA), wife of Sri Subrata Banerjee, (5) SMT. PINKY SAHA, wife of Sri Babu Saha (6) SMT. KRISHNA SAHA, daughter of Late Kanai Lal

Saha, all are by faith – Hindu, all are by occupation Business, all are of 34, Sadananda Road, Police Station – Kalighat, Kolkata – 700026, District South 24 Parganas or their legal heirs, executors, administrators and legal representatives.

- b) DEVELOPER : Shall mean "M/S SAHA & SONS" a Proprietorship firm, having its registered office at 52/1A, Maharani Indira Devi Road, Police Station Parnasree, Kolkata – 700 060, represented by its sole proprietor SRI PRABHAT SAHA, son of Sri Ghanashyam Saha, by faith Hindu, by nationality Indian, by occupation Business, residing at 52/1A, Maharani Indira Devi Road, Police Station Parnasree, Kolkata – 700 060, who is engaged in the profession of builders, constructors, property developer hereinafter called and referred to as the Developer (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors, representative successors, in office, nominees, legal representative and other assigns).

- c) **TITLE DEED** : Shall mean the documents referred to herein above in the recital viz. the title Deed being Deed No. 3248 for the year 1980 of Registrar of Assurance Kolkata and the Tax Receipts in the name of Kanai Lal Saha, (since deceased), the predecessor, owner and title holder.
- d) **PREMISES** : Shall mean, 34, Sadananda Road, Police Station Kalighat, (previously within Bhowanipore Police Station) Kolkata – 700026, District South 24 Parganas, more fully and more particularly mentioned and described in the Schedule "A" hereunder.
- e) **BUILDING** : Shall mean the proposed multi storied building to be constructed on the said Premises as per sanctioned commercial / residential building plan to be sanctioned by Kolkata Municipal Corporation.
- f) **COMMON FACILITIES AND AMENITIES** : Shall include entire 50% of the roof. (as the rest 50% is the Owners' allocation),

corridors, stair-ways, passages, drive ways, common lavatories, pump room, generator room, meter room, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon between the parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building.

- g) OWNER'S ALLOCATION : Shall mean all that 50% of the flat area viz. entire Third Floor and entire Fourth Floor fully complete 8 (eight) nos. of flats, commercial area measuring more or less 1600 Sq.ft (consisting of 5 Shop rooms, 1 Chamber and 3 Shop rooms and 1 Godown for the existing tenant) as allocation for the Owners on the Ground Floor in the building more fully and more particularly described in the Schedule "B" hereunder and a sum of Rs. 15,00,000/- refundable at the time of execution of this agreement which will be refunded by the Owners to the Developer without any interest after completion of RCC pillars and top floor roof

casting and the Developer shall also pay a non refundable sum of Rs. 50,00,000/- at the time of handing over the said premises in favour of the Developer including the tenanted portion. Be it noted that the period of construction in no event shall be more than 36 months from the date of sanction of the building plan getting possession of the owner's allocation. In case of non completion of the building project and non delivery of Commercial portion within 10 months from the date of the sanction building plan and in case of failure within stipulated time the developer shall remain liable pay damage @ 50,000/- per month as Owners' Allocation to the Owners by the Developer within the stipulated period of 36 months from the date of the sanction building plan and in case of failure within stipulated time the Developer shall remain liable and responsible to pay the damage at the rate of Rs. 50,000/- per month after 36 months to till delivery of peaceful, vacant, satisfactory Owners' Allocation to the Owners after completion of the building project in all respect.

- h) **DEVELOPER'S ALLOCATION** : ALL THAT the remaining 50% of the flat area viz. entire First Floor and Second Floor flats of the proposed building to be constructed for residential purpose only on the said Premises and covered garage in the rest portion of the Ground Floor in the East-West-South side of the project (except owners' allocation in the *Ground Floor* as mentioned in the Schedule B) and the allocation of the Developer including proportionate share of the land mentioned in the Schedule "A" herein above and all other common facilities and amenities on pro-rata basis, will be the **Developers' Allocation.**
- i) **ARCHITECT** : Shall mean such person/s who may be appointed by the Developer for both designing and planning the building on the said premises.
- j) **BUILDING PLAN** : Would mean such plan to be prepared by the Architect / Engineer for the construction of the building to be sanctioned by the Kolkata Municipal Corporation all the cost of Develop herein.

- k) **TRANSFER** : With its grammatical variation shall include possession under the Agreement or part performance of the contract and by any other means in accordance with the Transfer or property Act, 1882.
- l) **TRANSFeree** : Shall mean any person, firm, limited Company, Association of persons or Body of individuals to whom any space in the building has been transferred.
- m) **TIME** : Shall mean the construction shall be completed positively within 36 months from the date of sanction building plan and handed over the owner's allocation to the owner.
- n) **WORDS** : Importing singular shall include plural and vice-versa and words importing masculine shall included feminine and vice versa and neutral gender shall include masculine and feminine gender.

- o) **COMMENCEMENT** : This agreement shall be deemed to have commenced with effect from the date of execution of this Agreement.

2. **THE OWNERS DECLARE AS FOLLOWS :**

- a) That they are the absolute Owner and seized and possessed of and/or well and sufficiently entitled to the said premises bearing Premises No. 34, Sadananda Road, Police Station Kalighat, (previously within Bhowanipore Police Station) Kolkata - 700026, District South 24 Parganas, morefully and more particularly described in the Schedule 'A' hereunder.
- b) That the said premises is free from all encumbrances and the Owners have a good marketable title in respect of the said Premises.
- c) That the said premises is free from all encumbrances, charges, liens, lispendents, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

- d) That there is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulations) Act, 1996.

3. THE DEVELOPER DECLARES AS FOLLOWS :

The Developer, as per demand of the owners, on this day agreed to pay to the Owners as follows :-

50% of the flat area viz. entire Third Floor and entire Fourth Floor fully complete 8 (eight) nos. of flats, commercial area measuring about 1600 Sq.ft consisting of 5 Shop rooms and 1 Chamber (3 Shop rooms towards Kali Temple Road facing) and 2 Shop Rooms (towards Sadananda Road facing), 3 Shop Rooms for the tenant and 1 Godown (1 Shop Room towards Kali Temple Road and Sadananda Road facing on the Ground Floor; 2 Shop Rooms towards Sadananda Road facing on the Ground Floor and 1 Godown in any part of the project on the Ground Floor) as allocation for the Owners on the Ground Floor in the building more fully and more particularly described in the Schedule "B" hereunder and a sum of Rs. 15,00,000/- refundable at the time of

execution of this agreement which will be refunded by the Owners to the Developer without any interest after completion of RCC pillars and top floor roof casting and the Developer shall also pay a non refundable sum of Rs. 50,00,000/- at the time of handing over the said premises in favour of the Developer including the tenanted portion.

AND WHEREAS both the parties herein agreed to abide the following terms and conditions :-

1. That the Second Part of Developer herein interested to develop the said property as per the sanctioned plan to be sanctioned by the Kolkata Municipal Corporation and shall complete the construction of the proposed building project according to the sanctioned plan/ permission granted by the Kolkata Municipal Corporation on the land mentioned in the Schedule 'A' hereunder at the Developer's exclusive costs, expenses and the Developer's responsibility till completion of the building project including completion certificate and during the time of construction of the building project the Owners have no responsibility to bear any cost and expenses including any problem during the time of

construction of the building project until completion of the building project in all respects. The Developer shall register it's project to the appropriate authority by paying the required fees and also shall bear all required license fees including the insurance fees, if required, for the welfare of the masons, labourers, workers, if required, in the new act in case any problem entire responsibility shall be born by the Developer .

2. That the Developer herein shall appoint and engage qualified architect, engineers, L.B.S., technical persons, plumbers, masons, labours, electricians and shall remain liable and responsible to pay all their fees and remuneration.
3. That the Developer herein shall bear all the expenses for obtaining a building plan from the Kolkata Municipal Corporation including K.M.C. fees, L.B.S. fees, Planner's fees, and all *miscellaneous expenses required for the said purpose.*
4. That the Owners herein shall only liable and responsible to bear the Kolkata Municipal Corporation's rates and taxes in respect of

the property mentioned in the Schedule 'A' hereunder till delivery of the owners possession within Schedule 'A' property to the developer herein for construction of the building project having self-sufficient units/flats and the Developer herein shall remain liable and responsible to bear all the required fees and costs from the date of taking possession by the Developer for construction of the building project and its initial work. The Owner herein shall thereafter only liable to pay the rates and taxes to the Kolkata Municipal Corporation in respect of their allocation to the authorities after getting possession i.e. the owners allocation after completion of the building project in all respect in respect of only their allocation and the Developer or his nominee or assignee shall remain liable to pay the rates and taxes for the Developer's Allocation within the building project.

5. That the Developer/ Second Part shall complete the building project in all respect within 36 months from the date of the sanction building plan & simultaneously from the date of delivery of possession by the owners and in no event the period shall be

extended but in case of the condition viz. earthquake or the situation beyond the control of the Developer, the time limit may be extended for a further period of 6 months. If the Developer fails to complete the project and to deliver the owner's allocation within the extended period of 6 months within Schedule 'A' property to the owners herein then the Developer shall remain liable and responsible to pay a sum of Rs. 50,000/- (Rupees fifty thousand) only per month by month regularly till delivery of peaceful vacant possession of the owner's allocation in complete to the owners if the developer fails to comply any of his obligation/terms in that event the owners may cancel the agreement any time.

6. That the Developer herein shall construct and complete the building project with the best quality building material available in the market.
7. That the construction of the entire commercial space in the proposed building shall be completed and delivered to the shop owners and the owners within 10 months from the date of the

sanction building plan and the rest part of the building project shall be completed in all respect and shall be delivered to the Owners with full and final satisfaction of the Owners within the maximum period of 36 + 6 months as stated aforesaid according to the specification annexed herewith.

8. That is the agreed that in consideration of the land of the said premises the Owner shall get in other words the Owner's Allocation means the 50% of the flat area viz. entire Third Floor and entire Fourth Floor fully complete 8 (eight) nos. of flats, commercial area measuring about 1600 Sq.ft consisting of 5 Shop rooms and 1 Chamber (3 Shop rooms towards Kali Temple Road facing) and 2 Shop Room (towards Sadananda Road facing), 3 Shop Rooms for the tenants and 1 Godown (1 Shop Room towards Kali Temple Road and Sadananda Road facing on the Ground Floor, 2 Shop Rooms towards Sadananda Road facing on the Ground Floor and 1 Godown in any part of the project as allocation for the Owners on the Ground Floor in the building more fully and more particularly described in the Schedule "B"

hereunder and a sum of Rs. 15,00,000/- refundable at the time of execution of this agreement which will be refunded by the Owners to the Developer without any interest after completion of RCC pillars and top floor roof casting and the Developer shall also pay a non refundable sum of Rs. 50,00,000/- at the time of handing over the said premises in favour of the Developer excluding the tenanted portion more fully and more particularly described in the Schedule "B" hereunder. Be it noted that the Developer shall start the construction within 36 months from the date of Agreement. In case of non completion of the building project and non delivery of Owners' Allocation to the Owners by the Developer within the stipulated period of 36+6 months from the sanction of the building plan, the Developer shall remain liable and responsible to pay the damage at the rate of Rs. 50,000/- (Rupees Fifty Thousand) only per month after 36+6 months till delivery of peaceful, vacant, satisfactory Owners' Allocation to the Owners including proportionate share of the land and all other common facilities and amenities on pro-rata basis.

9. That the Developer undertakes that the Developer shall construct and complete the building project as per the specification mentioned hereunder and in no event shall deviate from his obligation.
10. The Owner and the Developer shall take all initiative for settlement with the occupants / tenants for construction of the building project at Premises No. 34, Sadananda Road, mentioned in the Schedule "A" hereunder but the Developer shall bear entire cost & expenses regarding settlement with the Tenants / Occupiers mentioned in the Schedule "A" hereunder & the said expenses which will be borne by the Developer & shall not be adjusted with the Owners' Allocation in any manner.
11. The Owners undertake that the Owners shall not cause any interference or hindrances whatsoever during the time of lawful construction of the building project as the Developer assured the Owners that the Developer would lawfully construct the building project taking all safety measure and strictly in accordance to Kolkata Municipal Corporation Rules and

Regulations regarding construction of multistoried building project by using best quality materials.

12. That the Developer shall install at his own cost water storage tanks, overhead reservoir, electric wiring, lift and installation and other facilities as are required to be provided in the new building in these civilized day.
13. The Owners shall not do any unlawful Act, Deed, or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the flat/ flats/shops/office/other utility space of the Developer's Allocated portion in the said building project.
14. The Owners shall positively give/provide vacant peaceful possession of the Owners' Occupation only save and except the tenants and other occupants' possession over the premises bearing Premises No. 34, Sadananda Road, Police Station Kalighat, (previously within Bhowanipore Police Station) Kolkata - 700026, for development by constructing a building project

thereon as per the Building plan to be sanctioned / granted by the Kolkata Municipal Corporation.

15. The Owners undertake to provide full co-operation and all required help and assistance during the time of removal of the existing old building/structure thereon and the Developer shall have the absolute right to dispose of the existing structure/building after demolition of the same. The shops under possession of the owners shall be vacated by the Owners after removing their articles, belongings furniture, fittings etc.
16. The Owners shall hand over and/or deliver or cause to be handed over/delivered to the Developer all the copies of the original documents or certified copies of the documents viz. certified copy of the Title Deed, Mutation Certificate, Tax Clearance Certificate issued by the Kolkata Municipal Corporation of the said land and property.
17. After completion of the building project, the Owners shall have the right to use and enjoy to common areas of the said building project, stated herein above along with other co-owners.

18. The Developer shall at its own cost and responsibilities do all the constructional work and shall remain liable for the constructional work and also shall be responsible for all the profits and losses of the building project and shall be liable to pay the taxes and other charges to the concerned authorities as may be required from the date of taking possession by the developer to the delivery of the flats to the Owners and other intending purchasers.
19. The Owners shall make liable the Developer if the project has not been completed within the specific period of 36 months only in spite of force majeure viz. flood, earthquake, riot, war, storm, tempest, civil commotion, strike or any act of God which are beyond control of the human being.
20. In case of any dispute or differences the parties may seek redressal under the Arbitration and Reconciliation Act by appointing joint Arbitrator, one from each party and the Arbitrators' unanimous decision shall be final.
21. That the Developer / Second part soon after completion of the building project shall deliver the Owner's Allocation with full and

final satisfaction of the Owner/ First Part viz. all that 50% of the flat area viz. entire Third Floor and entire Fourth Floor fully complete 8 (eight) nos. of flats, commercial area measuring about 1600 Sq.ft consisting of 5 Shop rooms and 1 Chamber (3 Shop rooms towards Kali Temple Road facing) and 2 Shop Room (towards Sadananda Road facing), 3 Shop Rooms for the tenant and 1 Godown (1 Shop Room towards Kali Temple Road and Sadananda Road facing on the Ground Floor, 2 Shop Rooms towards Sadananda Road facing on the Ground Floor and 1 Godown in any part of the project on the Ground Floor) as allocation for the Owners in the building more fully and more particularly described in the Schedule "B" hereunder and a sum of Rs. 15,00,000/- refundable at the time of execution of this agreement which will be refunded by the Owners to the Developer without any interest after completion of RCC pillars and top floor roof casting and the Developer shall also pay a non refundable sum of Rs. 50,00,000/- at the time of handing over the said premises in favour of the Developer including the

tenanted portion more fully and more particularly described in the Schedule "B" hereunder.

22. That the Developer herein may at his option enter into any agreement or agreements with any intending purchaser or purchasers in respect of the Developer's Allocation only as per choice/liking of the Developer.

23. That the Developer is entitled to receive, collect, realize or utilize all booking money earnest money, consideration money from any intending purchaser or purchasers of the proposed building within its allocated portion i.e. in the entire First & Second Floor Flat and covered garage in the rest portion of the Ground Floor in the East-West-South side of the project (except owners' allocation in the Ground Floor as mentioned in the Schedule B), without creating any liability upon the Owners towards the refund of such money or against any third Party claim.

24. The Owners undertake to sign all letters, papers, affidavits, plans, declarations, documents as would be required for the

construction of the said proposed building project at the request of the Developer but for the interest of the Owners and project itself and also shall execute one Notarial and one Registered Development Power of Attorney authorizing the Developer to Act on their behalf all the acts, deeds and things stated in the said Power of Attorney and also for development of the land by construction of a building project having self-sufficient saleable units/flats/shops/office and other utility spaces as per plan sanction by the Kolkata Municipal Corporation.

25. The Developer is entitled to place any hoarding or publish any advertisement in any daily newspaper or any other public forum to draw the attraction of the prospective purchasers for the Developer's allocated portion in the proposed building.

26. That upon completion of the proposed building, the Developer shall serve a notice in written to the Owner for possession of their allocated flats alongwith all Copies of Documents including signed copy of building plan, copy of O.C. and C.C. and the Owners shall be under obligation to take delivery of such constructed flats with

in fifteen days time from the date of service of the possession notice subject to full satisfaction of the Owners.

27. The Owners shall execute one Notarial and one Registered Development Power of Attorney at the cost of the Developer in favour of the Developer herein so that the Developer may start continue and complete the construction of the proposed building smoothly and/or to dispose of or sale the flat(s) in the proposed building from its allocated portion, and grant conveyance to the purchaser's, of Developer's Allocation, for and on behalf of the owners, as attorney of the owners.

SCHEDULE - "A"

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT the land measuring 7(seven) Cottahs 9 (nine) Chittacks 13 (thirteen) Sq.ft along with a RT shed structure measuring about 500 Sq.ft standing thereon within District South 24 Parganas, within Police Station - Kalighat (previously within Bhowanipore Police Station), A.D.S.R. Office Alipore, within Kolkata Municipal Corporation, Ward No.

83, Kolkata Municipal Corporation Premises No. 34, Sadananda Road,
Kolkata - 700026 butted and bounded by :-

ON THE NORTH : Kali Temple Road
ON THE SOUTH : 36 Sadananda Road
ON THE EAST : Sadananda Road
ON THE WEST : 48 Kali Temple Road

SCHEDULE "B"
(OWNER'S ALLOCATION)

ALL THAT flat area viz. all that 50% of the flat area viz. entire Third Floor and entire Fourth Floor fully complete 8 (eight) nos. of flats, commercial area measuring about 1600 Sq.ft consisting of 5 Shop rooms and 1 Chamber (3 Shop rooms towards Kali Temple Road facing) and 2 Shop Rooms (towards Sadananda Road facing), 3 Shop Rooms for the tenant and 1 Godown (1 Shop Room towards Kali Temple Road and Sadananda Road facing on the Ground Floor, 2 Shop Rooms towards Sadananda Road facing on the Ground Floor and 1 Godown in any part of the project on the Ground Floor) as allocation for the Owners in the building and a sum of Rs. 15,00,000/- refundable at the time of execution of this agreement which will be refunded by the

Owners to the Developer without any interest after completion of RCC pillars and top floor roof casting and the Developer shall also pay a non refundable sum of Rs. 50,00,000/- at the time of handing over the said premises in favour of the Developer including the tenanted portion.

SCHEDULE "C"
(DEVELOPERS' ALLOCATION)

ALL THAT the remaining 50% of the flat area viz. entire First Floor and Second Floor flats of the proposed building to be constructed on the said Premises and covered garage in the rest portion of the Ground Floor in the East-West-South side of the project (except owners' allocation in the Ground Floor as mentioned in the Schedule B), and the allocation of the Developer including proportionate share of the land mentioned in the Schedule "A" herein above and all other common facilities and amenities on pro-rata basis, will be the Developers' Allocation.

SCHEDULE "D"
(COMMON AREAS AND FACILITIES)

ALL THAT shall include 50% of the entire roof, corridors, stair-ways, passages, common lavatories, pump room, generator room, meter

room, under ground water reservoir, overhead water tank, water pump & motor, stair, stair landing and other facilities which may be mutually agreed upon between the parties herein and require for establishment, location, enjoyment, provisions, maintenance and/or management of the building.

GENERAL SPECIFICATION

(Annexure)

1. R.C.C. Structure with standard materials.
2. 1-number bricks, medium course sand and good quality cement to be used (Ultra Tech / Ambuja / ACC).
3. Windows : All windows to be made of aluminium with 4 mm glass and stay handle fixed inside box grill.
4. Doors : Flush Doors.
5. Kitchen : Granite slab, one steel Sink, one Light and plug point, one exhaust fan point, 16 amp. Plug & switch point for kitchen chimney.
6. Flooring : Marble of 3' x 2' size in bedrooms, Varandah and kitchen & 4' x 3' size in living cum dining rooms. Flooring of

garage inside, back and front spaces should be done with antiskid tiles and or kota stone.

7. Bath & Privy : Flooring marble with 6' ft. height walls fitted with glazed tiles of 18" x 12" size, commode with commode shower, 2 pieces Tap, Wall Mixture or Diverter, Shower, one basin Indian type all of reputed brands (Jaquar), one light and plug point, one geyser point. Inside water lines of bath/ privy to be concealed.
8. Electricals : 3 light points In bed room, 1 Fan point, 1 6 Amp Plug point, 1 Pc. regulator, 1 AC point In bed room should be arranged in the same process with basin. All electrical wires will be concealed and of Finolex and all electrical switches will be of Havels.
9. Walls : All walls will be finished with Wall care putty at the cost of the Developer.
10. Water supply : K.M.C. water supply will be provided and electric pump motor will be provided.
11. Telephone intercom arrangement on each flats with the Guard room of the premises shall be provided for safety and security of the flat owners/ possessors.

12. Electric meter : The Developer will arrange for a separate electric meter for electricity service in all the common areas of the building project like roof light, stair case, lift, pump, passages and in all the flats of the owners at the entire cost and expenses of the Developer.
13. One common toilet-cum-bathroom on the ground floor for the shop Owners shall be provided.
14. The floor of the shop room for the owners shall be finished with 2'x2' ceramic floor tile or marble and electric point in the shop room.
15. One Kali Mandir and Radha Govinda Mandir shall be made on the ultimate roof of the building for the deity of Goddess Kali, or otherwise the same may be installed in the common compound in the ground floor as per the decision of the Owners.
16. 50% ultimate roof of the building towards Mandir side for the use of the owners and rest 50% roof of the building shall be use of the developers or its purchasers but in any social occasion or any meeting of the society either owner or any intending purchasers will use the entire roof except Kali Mandir or Radha Govinda Mandir area.

IN WITNESSESS whereof the parties hereunto set and subscribed their hands and seals on the day, month and year first above written.

WITNESSESS :-

1. *Subrata Banerjee*
S/O. Late Pramit Chandra Banerjee
30B, Harish Chatterjee Street,
Kolkata - 700026

2. *Himanshu Biswas*
Alipore Judges Court
Kt-27

3. *Babli Saha*
C/O. Satyan Roy Road
Kt-3K

Drafted By
Narendranath K.
Advocate
Alipore Judges' Court
Kolkata - 700 027
Kt-6-637/95

Computer prints by
Paulan Paul
fantasy
Alipore Police Court
Kolkata - 700 027

Subrata Banerjee
Pina Banerjee
Pinky Saha
Aradhana Saha
Signature of the Owners

SAHA & SONS.
Aradhana Saha
Proprietor
Signature of the Developer

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 15,00,000/- (Rupees Fifteen lakh) only in terms of this agreement.

Sl. No.	A/c payee Cheque No.	Date	Bank & Branch	Amount
1.	005049	18/4/16	ICICI Bank Taratala Branch.	Rs 10,00,000/-
2.	005050	18/4/16	ICICI Bank Taratala Branch	Rs 5,00,000/-
Total				Rs. 15,00,000/-

(Rupees Fifteen Lakh) only

WITNESSES:

1. *Sumata Dasgupta*











2. *Himangshu Dasgupta*

3. *Debi Dasgupta*

[Signature]
[Signature]
[Signature]
 Rina Dasgupta
 Pinky
 Anshora Saha

Signature of the Owners

Thumb 1st finger Middle Finger Ring Finger Small Finger











left hand					
right hand					



Name JAGANNATH SAHA

Signature *Jagannath Saha*

Thumb 1st finger Middle Finger Ring Finger Small Finger




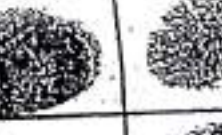
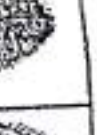


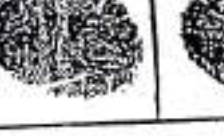

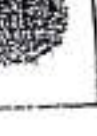
left hand					
right hand					



Name RINA BANERJEE

Signature *Rina Banerjee*

Thumb 1st finger Middle Finger Ring Finger Small Finger


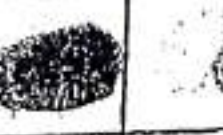
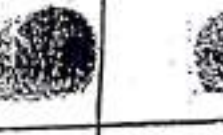



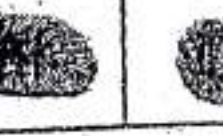



left hand					
right hand					



Name PINKY SAHA

Signature *P. Saha*

Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					



MOHANA SAHA

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

name
signature

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

name SASHI SEKHAR SAHA
signature

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

name PRABHAT SAHA
signature

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

name

Seller, Buyer and Property Details

Lord & Developer Details

Name, Address, Photo, Finger print and Signature of Presentant

1
Mr Prabhat Saha
52/1A, Maharani Indra Devi Road, P.O:-
Parnasree, P.S:- Behala, District:-South 24-
Parganas, West Bengal, India, PIN - 700060



18/04/2016 12:44:50 PM



LTI

18/04/2016 12:44:58 PM

Prabhat Saha

18/04/2016 12:45:12 PM

Name, Address, Photo, Finger print and Signature

SL
No.

1
Smt Sandhya Rani Saha
Wife of Late Kanal Lal Saha
34, Sadananda Road, P.O:- Kalighat, P.S:-
Kalighat, District:-South 24-Parganas, West
Bengal, India, PIN - 700026 Sex: Female, By
Caste: Hindu, Occupation: Business, Citizen of:
India, PAN No. FORM 60.; Status : Individual;
Date of Execution : 18/04/2016; Date of
Admission : 18/04/2016; Place of Admission of
Execution : Office



18/04/2016 12:49:10 PM



LTI

18/04/2016 12:49:19 PM

Sandhya Rani Saha

18/04/2016 12:49:45 PM

Name, Address, Photo, Finger print and Signature

Mr Sashi Sekhar Saha
 Son of Late Kanai Lal Saha
 34, Sadananda Road, P.O:- Kallighat, P.S:-
 Kallighat, District:-South 24-Parganas, West
 Bengal, India, PIN - 700026 Sex: Male, By Caste:
 Hindu, Occupation: Business, Citizen of: India,
 PAN No. FORM 60,; Status : Individual; Date of
 Execution : 18/04/2016; Date of Admision :
 18/04/2016; Place of Admision of Execution :
 Office



18/04/2016 12:45:29 PM



LTI

18/04/2016 12:45:45 PM

Sashi Sekhar Saha

18/04/2016 12:45:57 PM

3

Mr Jaganath Saha
 Son of Late Kanai Lal Saha
 34, Sadananda Road, P.O:- Kallighat, P.S:-
 Kallighat, District:-South 24-Parganas, West
 Bengal, India, PIN - 700026 Sex: Male, By Caste:
 Hindu, Occupation: Business, Citizen of: India,
 PAN No. FORM 60,; Status : Individual; Date of
 Execution : 18/04/2016; Date of Admision :
 18/04/2016; Place of Admision of Execution :
 Office



18/04/2016 12:44:03 PM



LTI

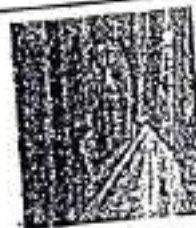
18/04/2016 12:44:12 PM

Jaganath Saha

18/04/2016 12:44:31 PM

4

Smt Rina Banerjee Saha
 Wife of Mr Subrata Banerjee
 34, Sadananda Road, P.O:- Kallighat, P.S:-
 Kallighat, District:-South 24-Parganas, West
 Bengal, India, PIN - 700026 Sex: Female, By
 Caste: Hindu, Occupation: Business, Citizen of:
 India, PAN No. FORM 60,; Status : Individual;
 Date of Execution : 18/04/2016; Date of
 Admission : 18/04/2016; Place of Admision of
 Execution : Office



18/04/2016 12:48:11 PM



LTI

18/04/2016 12:48:20 PM

Rina Banerjee Saha

18/04/2016 12:48:42 PM

Name, Address, Photo, Finger print and Signature

Smt Pinky Saha
 Wife of Mr Babu Saha
 34, Sadananda Road, P.O:- Kalighat, P.S:-
 Kalighat, District:-South 24-Parganas, West
 Bengal, India, PIN - 700026 Sex: Female, By
 Caste: Hindu, Occupation: Business, Citizen of:
 India, PAN No. FORM 60.; Status : Individual;
 Date of Execution : 18/04/2016; Date of
 Admission : 18/04/2016; Place of Admission of
 Execution : Office



18/04/2016 12:47:00 PM



LTI

18/04/2016 12:47:11 PM

Pinky Saha

18/04/2016 12:47:43 PM

6

Smt Krishna Saha
 Daughter of Late Kanai Lal Saha
 34, Sadananda Road, P.O:- Kalighat, P.S:-
 Kalighat, District:-South 24-Parganas, West
 Bengal, India, PIN - 700026 Sex: Female, By
 Caste: Hindu, Occupation: Business, Citizen of:
 India, PAN No. FORM 60.; Status : Individual;
 Date of Execution : 18/04/2016; Date of
 Admission : 18/04/2016; Place of Admission of
 Execution : Office



18/04/2016 12:46:15 PM



LTI

18/04/2016 12:46:25 PM

Krishna Saha

18/04/2016 12:46:40 PM

Name, Address, Photo, Finger print and Signature

M/S SAHA & SONS

52/1A, Maharani Indra Devi Road, P.O:- Pamasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 PAN No. FORM 60,; Status : Organization; Represented by representative as given below:-

1(1)

Mr Prabhat Saha
52/1A, Maharani Indra Devi Road, P.O:- Pamasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. FORM 60,; Status : Representative; Date of Execution : 18/04/2016; Date of Admission : 18/04/2016; Place of Admission of Execution : Office



18/04/2016 12:44:50 PM



LTI

18/04/2016 12:44:58 PM

Prabhat Saha

18/04/2016 12:45:12 PM

3. Identifire Details

Identifire Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Narendra Nath Maji Son of Mr N Maji Alipore, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India.	Smt Sandhya Rani Saha, Mr Sashi Sekhar Saha, Mr Jaganath Saha, Smt Rina Banerjee Saha, Smt Pinky Saha, Smt Krishna Saha, Mr Prabhat Saha	<i>Narendra Nath Maji</i> 18/04/2016 12:50:12 PM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatlan No/ Road Zone	Area of Land	Selforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Kallighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sadananda Road, Premises No. 34, Ward No: 83		7 Katha 9 Chatak 13 Sq Ft	47,00,000/-	3,11,78,829/-	Proposed Use: Bastu. Property is on Road

Structural Details				Other Details
Structure Location	Area of Structure	Selforth Value(In Rs.)	Market Value(In Rs.)	
Gr. Floor	500 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
S1 On Land L1	500 Sq Ft.	3,00,000/-	3,00,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Smt Sandhya Rani Saha	M/S SAHA & SONS	2.08465	16.6667
	Mr Sashi Sekhar Saha	M/S SAHA & SONS	2.08465	16.6667
	Mr Jaganath Saha	M/S SAHA & SONS	2.08465	16.6667
	Smt Rina Banerjee Saha	M/S SAHA & SONS	2.08465	16.6667
	Smt Pinky Saha	M/S SAHA & SONS	2.08465	16.6667
	Smt Krishna Saha	M/S SAHA & SONS	2.08465	16.6667

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr Jaganath Saha	M/S SAHA & SONS	83.3333 Sq Ft	16.6667
	Mr Sashi Sekhar Saha	M/S SAHA & SONS	83.3333 Sq Ft	16.6667
	Smt Krishna Saha	M/S SAHA & SONS	83.3333 Sq Ft	16.6667
	Smt Pinky Saha	M/S SAHA & SONS	83.3333 Sq Ft	16.6667
	Smt Rina Banerjee Saha	M/S SAHA & SONS	83.3333 Sq Ft	16.6667
	Smt Sandhya Rani Saha	M/S SAHA & SONS	83.3333 Sq Ft	16.6667

D. Applicant Details

Details of the applicant who has submitted the requisition form.	
Applicant's Name	Narendra Nath Maji
Address	Allpore Judges Court, Thana : Allpore, District : South 24-Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Advocate

Office of the A.D.S.R. ALIPORE, District: South 24-Parganas

Endorsement For Deed Number : I - 160502682 / 2016

Deed No/Year 16050000341688/2016 Serial no/Year 1605003083 / 2016
Deed No/Year I - 160502682 / 2016
Transaction (0110) Sale, Development Agreement or Construction agreement
Name of Presentant Mr Prabhat Saha Presented At Office
Date of Execution 18-04-2016 Date of Presentation 18-04-2016

Remarks

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,14,78,829/-

(Amilava Chanda)

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4B(g) of Indian Stamp Act 1899.

Presented for registration at 12:25 hrs on : 18/04/2016, at the Office of the A.D.S.R. ALIPORE by Mr Prabhat Saha .

Execution is admitted on 18/04/2016 by

Smt Sandhya Rani Saha, Wife of Late Kanai Lal Saha, 34, Sadananda Road, P.O: Kalighat, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, By caste Hindu, By Profession Business
Indetified by Mr Narendra Nath Maji, Son of Mr N Maji, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

Execution is admitted on 18/04/2016 by

Mr Sashi Sekhar Saha, Son of Late Kanai Lal Saha, 34, Sadananda Road, P.O: Kalighat, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, By caste Hindu, By Profession Business
Indetified by Mr Narendra Nath Maji, Son of Mr N Maji, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

Admission of Execution (Under Section 34, W.B. Registration Rules, 1962)

Execution is admitted on 18/04/2016 by

Jaganath Saha, Son of Late Kanai Lal Saha, 34, Sadananda Road, P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, By caste Hindu, By Profession Business
Indefied by Mr Narendra Nath Maji, Son of Mr N Maji, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

Admission of Execution (Under Section 34, W.B. Registration Rules, 1962)

Execution is admitted on 18/04/2016 by

Smt Rina Banerjee Saha, Wife of Mr Subrata Banerjee, 34, Sadananda Road, P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, By caste Hindu, By Profession Business
Indefied by Mr Narendra Nath Maji, Son of Mr N Maji, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

Admission of Execution (Under Section 34, W.B. Registration Rules, 1962)

Execution is admitted on 18/04/2016 by

Smt Pinky Saha, Wife of Mr Babu Saha, 34, Sadananda Road, P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, By caste Hindu, By Profession Business
Indefied by Mr Narendra Nath Maji, Son of Mr N Maji, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

Admission of Execution (Under Section 34, W.B. Registration Rules, 1962)

Execution is admitted on 18/04/2016 by

Smt Krishna Saha, Daughter of Late Kanai Lal Saha, 34, Sadananda Road, P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, By caste Hindu, By Profession Business
Indefied by Mr Narendra Nath Maji, Son of Mr N Maji, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

Admission of Execution (Under Section 34, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 18/04/2016 by

Mr Prabhat Saha Proprietor, M/S SAHA & SONS, 52/1A, Maharani Indira Devi Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Mr Prabhat Saha, Son of Mr Ghanashyam Saha, 52/1A, Maharani Indira Devi Road, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By profession Business
Indefied by Mr Narendra Nath Maji, Son of Mr N Maji, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

Raymond

Certified that required Registration Fees payable for this document is Rs 16,510/- (B = Rs 16,489/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 16,510/-

Stamp Duty

and that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Draft Rs. 75,000/-, by Stamp Rs 50/-

Description of Stamp

1. Rs 50/- Is paid on Impressed type of Stamp, Serial no 10595, Purchased on 04/03/2016, Vendor named S Das.

Description of Draft

1. Rs 75,000/- is paid, by the Draft(8554) No: 000442428658, Date: 15/04/2016, Bank: STATE BANK OF INDIA (SBI), ALIPORE.



(Amitava Chanda)

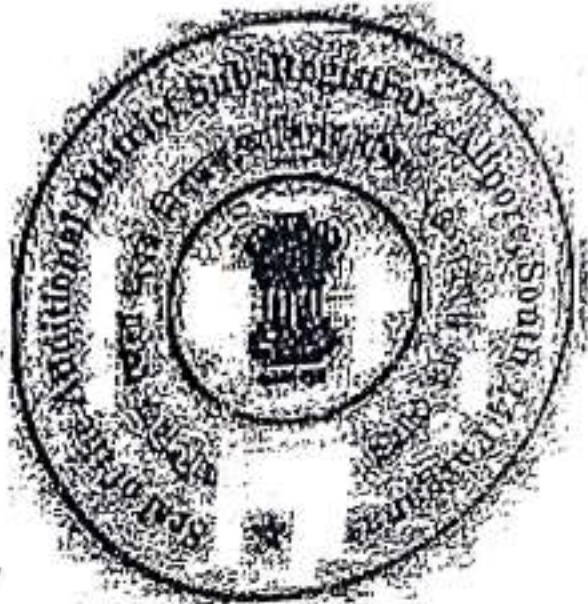
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

of Registration under section 60 and Rule 69.

red In Book - I

o number 1605-2016, Page from 72341 to 72388

, No 160502682 for the year 2016.



Digitally signed by AMITAVA CHANDA
Date: 2016.04.21 15:42:57 +05:30
Reason: Digital Signing of Deed.

(Amitava Chanda) 21/04/2016 15:42:58
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)