

22/10/2023

T-23/12/2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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2023/02/28  
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Certified that the document is admitted to registration, the signature sheet and the endorsement sheets attached with this document are the part of this document.

Registrar, West Bengal  
Kolkata, West Bengal

28 FEB 2023

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 28<sup>th</sup> Day of February, 2023 (Two thousand and twenty three)

BETWEEN

## Major Information of the Deed

Deed No :	I-1607-02312/2023	Date of Registration	28/02/2023
Query No / Year	1607-2000238891/2023	Office where deed is registered	
Query Date	30/01/2023 2:55:47 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Omar Khayyam Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL. Mobile No. : 9062643324, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property. Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 97,66,018/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Ram Mohan Roy Road, Road Zone : (J.L.Sarani – Netaji Sarak Crossing Premises located NOT on Raja Ram Mohan Roy Road (Ward No. 115,121,122)) , , Premises No: 118F, , Ward No: 122 Pin Code : 700008

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	5 Katha 7 Chatak 20 Sq Ft		96,85,018/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road.
<b>Grand Total :</b>				9.0177Dec	0 /-	96,85,018 /-	



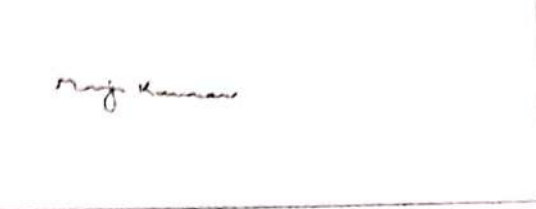
### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	0/-	81,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

<b>Total :</b>	300 sq ft	0 /-	81,000 /-	
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**Lord Details :**

Name,Address,Photo,Finger print and Signature			
Name	Photo	Finger Print	Signature
<b>Manju Kumari</b> Wife of Mr Akash Kumar Executed by: Self, Date of Execution: 28/02/2023 , Admitted by: Self, Date of Admission: 28/02/2023 ,Place : Office	 28/02/2023	 LTI 28/02/2023	 28/02/2023
Khajpura, B. M. P. Road, B. V. College, City:- , P.O:- B V College, P.S:-SHASTRINAGAR, District:- Patna, Bihar, India, PIN:- 800014 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: blxxxxxx4k, Aadhaar No: 97xxxxxxxx3755, Status :Individual, Executed by: Self, Date of Execution: 28/02/2023 , Admitted by: Self, Date of Admission: 28/02/2023 ,Place : Office			




**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>M S MORYA CONSTRUCTION</b> 251, Kalipur Extention, Sodepur K. K. Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 , PAN No.:: Hkxxxxxx0k,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
Name	Photo	Finger Print	Signature	
1	<b>Subhajit Dey (Presentant )</b> Son of Dipankar Dey Date of Execution - 28/02/2023, , Admitted by: Self, Date of Admission: 28/02/2023, Place of Admission of Execution: Office	 Feb 28 2023 12:18PM	 LTI 28/02/2023	 28/02/2023
Sodepore Ramkrishna Nagar, 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.:: Hkxxxxxx0k, Aadhaar No: 40xxxxxxxx4181 Status : Representative, Representative of : M S MORYA CONSTRUCTION (as proprietor)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr PIRAJUL ISLAM</b> Son of Mr SAIDUL ISLAM Alipore Police Court, City:- , P.O:- Alipore, P S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			

Manju Ku

	28/02/2023	28/02/2023	28/02/2023
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er Of Manju Kumari , Subhajit Dey

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Manju Kumari	M S MORYA CONSTRUCTION-9.01771 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Manju Kumari	M S MORYA CONSTRUCTION-300.00000000 Sq Ft

28-02-2023

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

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

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

Presented for registration at 12:14 hrs on 28-02-2023, at the Office of the A D S R. BEHALA by Subhajit Dey .

**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 97,66,018/-

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

Execution is admitted on 28/02/2023 by Manju Kumari , Wife of Mr Akash Kumar , Khajpura, B. M. P. Road, B. V. College, P.O: B V College, Thana: SHASTRINAGAR. , Patna, BIHAR, India, PIN - 800014, by caste Hindu. by Profession House wife

Identified by Mr PIRAJUL ISLAM, , Son of Mr SAIDUL ISLAM, Alipore Police Court, P.O: Alipore, Thana: Alipore. , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Business

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

Execution is admitted on 28-02-2023 by Subhajit Dey , proprietor, M S MORYA CONSTRUCTION (Sole Proprietorship), 251, Kalipur Extension, Sodepur K. K. Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082

Identified by Mr PIRAJUL ISLAM, , Son of Mr SAIDUL ISLAM, Alipore Police Court, P.O: Alipore, Thana: Alipore. , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21.00/- ( E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/02/2023 1:18PM with Govt. Ref. No: 192022230310110918 on 24-02-2023, Amount Rs: 21/-, Bank: SBI EPay ( SBlePay), Ref. No. 6508494777217 on 24-02-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 26553, Amount: Rs.5,000.00/-, Date of Purchase: 24/02/2023, Vendor name: S DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/02/2023 1:18PM with Govt. Ref. No: 192022230310110918 on 24-02-2023, Amount Rs: 5,020/-, Bank: SBI EPay ( SBlePay), Ref. No. 6508494777217 on 24-02-2023, Head of Account 0030-02-103-003-02



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

ate of Registration under section 60 and Rule 69.  
stered in Book - I  
ame number 1607-2023, Page from 73103 to 73142  
ing No 160702312 for the year 2023.



*S. Sourav*

Digitally signed by SOURAV  
CHAKRABORTY  
Date: 2023.03.01 11:04:59 +05:30  
Reason: Digital Signing of Deed.

(Sourav Chakrobarty) 2023/03/01 11:04:59 AM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

(This document is digitally signed.)

MRS. MANJU KUMARI having (PAN:BLTPK6414K and Aadhaar No.9742 6338 3755), wife of Mr. Akash Kumar, by Occupation-Housewife, by faith-Hindu, By nationality- Indian, residing at Khajpura, B.M.P.Road, B.V.College, P.O.-B.V.College, P.S.-Shastrinagar, Patna,Bihar- PIN- 800014, hereinafter called and referred to as the OWNER/FIRST PARTY (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her respective heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART :

A N D

SUBHAJIT DEY (PAN-HKTPD3490K, Aadhaar no. 4007 6144 4181) son of Dipankar Dey, by faith-Hindu, by occupation- Business, by Nationality-Indian, residing at Sodepore, Ramkrishna Nagar, P.S. & P.O. Haridebpur, Kolkata-700082, a Sole Proprietor of M/S MORYA CONSTRUCTION, having its Registered Office at 251, Kalipore Extension, Sodepore, K.K. Road, P.O. Haridebpur, P.S. Haridevpur, Kolkata-700082, hereinafter called and referred to as the DEVELOPER/SECOND PARTY (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Successors, Successors-in-Office, executors, administrators, legal representatives and assigns) of the OTHER PART :

WHEREAS one Bama Sundari, wife of Late Narayan Chandra Samanta of Muradpur was the sole and absolute rightful recorded owner, seized and possessed of and otherwise well and sufficiently entitled to and in peaceful enjoyment of ALL THAT piece and parcel of Bagan land, measuring more or less 36 Decimals, lying and situated at **Mouza- Muradpur**, Pargana- Magura, Touzi No.74, 77, 82, R.S. No. 28, J.L. No. 13, within the limits of South Subarban Municipality, comprised in Dag No. 641, appertaining to Khatian No.188, within Police Station-Behala, Sub-Registry Office- Behala, in the District of 24-Parganas and she had been enjoying the same peacefully by dint of inheritance according to the Hindu Succession Act and uninterruptedly by paying Govt. Revenues and taxes etc. with the appropriate authorities concerned, free from all encumbrances.

AND WHEREAS while seized and possessed of the aforesaid property without any interruptions or encumbrances, said Bama Sundari executed one Deed of Gift unto or in favour her daughter namely Tulsi Moni Dasi, wife of Sashi Bhusan Hait by dint of a registered Deed of Gift recorded in Book No.-I, Volume No.-20, Pages from 258 to 261, Being No.-1227 for the year 1939 dated 02/08/1939 registered at the office of the Sub Registrar at Behala in respect of ALL THAT piece and parcel of Bagan land, measuring more or less 36 Decimals, lying and situated at **Mouza- Muradpur**, Pargana- Magura, Touzi No.74, 77, 82, R.S. No. 28, J.L. No. 13, within the

limits of South Subarban Municipality, comprised in Dag No. 641, appertaining to Khatian No.188, within Police Station-Behala, Sub-Registry Office- Behala, in the District of 24-Parganas.

AND WHEREAS since then the said Tulsi Moni Dasi became the sole and absolute owner ALL THAT piece and parcel of Bagan land, measuring more or less 36 Decimals, lying and situated at Mouza- Muradpur, Pargana- Magura, Touzi No.74- 77, 82, R.S. No. 28, J.L. No. 13, within the limits of South Subarban Municipality, comprised in Dag No. 641, appertaining to Khatian No.188, within Police Station-Behala, Sub-Registry Office- Behala, in the District of 24-Parganas of the said Deed of Gift and while seized and possessed of the same, she paid Municipal taxes and Govt. rents in her name as absolute owner and occupier thereof and while seized and possessed of the same the said Tulsi Moni Dasi died intestate on 20.05.1956, leaving behind her four sons namely Ajit Kumar Hait, Ranjit Kumar Hait, Biswajit Hait and Gopinath Hait and three daughters Sipra Das, Subhra Chatterjee and Shila Pal as her only legal heirs and successors to her estate by dint of inheritance according to the Hindu Succession Act, 1956.

AND WHEREAS since then said Ajit Kumar Hait, Ranjit Kumar Hait, Biswajit Hait, Gopinath Hait, Sipra Das, Subhra Chatterjee and Shila Pal became the joint owners of the said property by virtue of inheritance and in terms of Hindu Succession Act, 1996 out of which they acquired undivided 1/7th share of the same and were seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as they shall think fit and proper.

AND WHEREAS by way of said owners while thus the said Ajit Kumar Hait, Ranjit Kumar Hait, Biswajit Hait, Gopinath Hait, Sipra Das, Subhra Chatterjee and Shila Pal are absolutely seized, possessed of and in peaceful enjoyment of said land, they got the same mutated and/or recorded in there mother tulsi moni dasi @ tulshi rani devi name in the Assessment Records of the Kolkata Municipal Corporation and the same became known and numbered as K.M.C. Premises No. 118A, Raja Ram Mohan Roy Road, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata-700008, though the said property still appears recorded in there name of in L.R. Khatian Nos. 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370 and they have been enjoying the same peacefully and uninterruptedly by paying Govt. Revenues, rates and taxes to the K.M.C. regularly and the same is free from all encumbrances, liens, charges, lispensens whatsoever.



AND WHEREAS for legal necessity of money the Owners/Vendors therein decided to sell an area of Bagan now Bastu land measuring more or less 11 Cottahs 14 Chittak 1 Sq.ft. out of 36 Decimals and thereby created few lay out plots keeping provisions of adjacent 12'ft. wide common passage connecting each such plot and for personal inconvenience to properly look after, manage, control and supervise the said property, the above named Owners/Vendors decided to appoint two Attorneys to do, act, execute and perform any or all necessary acts, deeds, matters and things in respect of the said land property in their names and on their behalf and accordingly the said Owners/Vendors executed a General Power of Attorney dated 3<sup>rd</sup> of July, 1997, duly registered in the office of the D.S.R.-II, at Alipore, South 24-Parganas, recorded in Book No. IV, being No. 241 for the year 1997, and thereby appointed Nemai Chandra Ghosh son of Puiram Ghosh, residing at 264, Kalipada Mukherjee Road, East Park, P.S. Thakurpukur, Kolkata-700008, with several powers and authority including the power an authority to sell the said land property to several intending purchaser or purchasers.

AND WHEREAS said Ajit Kumar Hait, Ranjit Kumar Hait, Biswajit Hait, Gopinath Hait, Sipra Das, Subhra Chatterjee and Shila Pal sold and transferred ALL THAT piece or parcel of Land measuring an area of 2 (Two) Cottha 9 (Nine) Chittak 20 (Twenty) sq. ft. be the same a little more or less along with other common amenities and facilities allotted thereto for better enjoyment of the said property with 12 feet wide common paths and ways mentioned in Dag No. 642 for plying, bringing water connection, telephone connection, electric connection etc. and main gate and entrance, boundary walls and all other facilities which are the integral parts of the said property lying and situated at Mouza-Muradpur, J.L.No.-13, R.S.No.-192, Touzi No.-74,75,76,77 and 82, Pargana-Magura, R.S.Dag No.-641, under Khatian No. 188, being Premises No. 118A, Raja Ram Mohan Roy Road, Kolkata- 700 008, Mailing address at 73/10, Raja Ram Mohan Roy Road, Kolkata- 700 008, under Police station-Thakurpukur, now Police station-Haridebpur, Ward No.-122, within the local limits of Kolkata Municipal Corporation (S.S.Unit), A.D.S.R.O at Behala, B.L. and L.R.O at Behala, Dist.-South 24 Parganas, Road Zone James Long Sarani to Netaji Sarak Crossing not on Raja Ram Moham Roy Road which is morefully described in the Schedule hereinafter below in favour of Sri Mahesh Ganguly, son of Late Jagadish Chandra Ganguly and Smt. Mamata Ganguly, daughter of Late Jagadish Chandra Ganguly, both resident of 73/10, Biren Roy Road East now Raja Ram Mohan Roy Road, P.S.-Thakurpukur, Kolkata-700008, Dist.-South 24 Parganas being the purchasers therein by virtue of a registered Deed of Sale recorded in Book No.-I, Volume No.65, Pages from 59 to 66, Being No.-2841 for the year 1999 executed on 22/03/1999 registered at the office of the A.D.S.R at Behala, Dist.-South 24 Parganas.

**AND WHEREAS** while seized and possessed of the aforesaid property without any interruptions or encumbrances, said Sri Mahesh Ganguly, and Smt. Mamata Ganguly executed one Deed of Gift unto or in favour their brother namely Mithilesh Gangopadhyay, being the Donee therein executed and registered Deed of Gift recorded in Book No.-I, Volume No.-1607-2016, Pages from 7536 to 7561, Being No.-160700081 for the year 2016 dated 04/01/2016 registered at the office of the A.D.S.R.at Behala in respect of **ALL THAT** piece or parcel of Land measuring an area of **2 (Two) Cottha 9 (Nine) Chittak 20 (Twenty) sq. ft.** lying and situated at **Mouza-Muradpur, J.L.No.-13, R.S.No.-192, Touzi No.-74,75,76,77 and 82, Pargana- Magura, R.S. Dag No.-641, under Khatian No.-188, being Premises No.118E, Raja Ram Mohan Roy Road, Kolkata- 700 008, Old Premises No. 118A, Raja Ram Mohan Roy Road, Kolkata- 700 008, Mailing address at 73/10, Raja Ram Mohan Roy Road, Kolkata- 700008, under Police station-Thakurpukur, now Police station-Haridebpur, Ward No.-122, within the local limits of Kolkata Municipal Corporation (S.S.Unit), A.D.S.R.O at Behala, B.L. and L.R.O at Behala, Dist.-South 24 Parganas, Road Zone James Long Sarani to Netaji Sarak Crossing not on Raja Ram Moham Roy Road.**

**AND WHEREAS** by way of said Deed of Gift while thus the said Mithiles Gangopadhyay @ Mithilesh Gangopadhyay thus became sole and absolute owner, seized, possessed of and in peaceful enjoyment of said land, he got the same mutated and/ or recorded in his name in the Assessment Records of the Kolkata Municipal Corporation and the same became known and numbered as **K.M.C. Premises No. 118E, Raja Ram Mohan Roy Road, being Assessee No. 411221009660, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata-700008,** (Old Premises No. 118A, Raja Ram Mohan Roy Road, Kolkata- 700 008), though the said property still appears recorded in the name of previous Owners in L.R. Khatian Nos. 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370 appertaining to R.S. Dag No.-641 corresponding to L.R. Dag No. 819, and he has been enjoying the same peacefully and uninterruptedly by paying Govt. Revenues, rates and taxes to the K.M.C. regularly and the same is free from all encumbrances, liens, charges, lispensens whatsoever in respect of the said property mentioned in the Schedule hereunder below and the said **Vendor** started occupying and enjoying the said property mentioned in the Schedule hereinafter below free from all sorts of encumbrances and disturbances, charges and liens etc. from any corner whatsoever and paid relevant taxes thereon.

**AND WHEREAS** thereafter said Mithiles Gangopadhyay @ Mithilesh Gangopadhyay, by virtue of a Deed of Conveyance, dated 12<sup>th</sup> December, 2022, duly registered in the office of the A.D.S.R. Behala, and recorded in

Book No.I, Volume No. 1607-2022, Page from 479283 to 479312 being no. 160716328 for the year 2022, sold, transferred and conveyed **ALL THAT** piece or parcel of Bastu Land measuring an area of 2 (Two) Cottha 9 (Nine) Chittak 20 (Twenty) sq. ft. be the same a little more or less together with 100 Sq.ft. R.T. shed structures standing thereon along with other common amenities and facilities allotted thereto for better enjoyment of the said property with 12 feet wide common paths and ways mentioned in Dag No. 642 for plying, bringing water connection, telephone connection, electric connection etc. and main gate and entrance, boundary walls and all other facilities which are the integral parts of the said property lying and situated at **Mouza-Muradpur, J.L.No.-13, R.S.No.-192, Touzi No.-74,75,76,77 and 82, Pargana- Magura, appertaining to R.S. Dag No.-641, corresponding to L.R. Dag No. 819, appertaining to R. S. Khatian No.-188, corresponding to L.R. Khatian Nos. 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370 (recorded in the name of the previous owners), being K.M.C. Premises No. 118E, Raja Ram Mohan Roy Road, being Assessee No. 411221009660, Kolkata-700008, (Old Premises No. 118A, Raja Ram Mohan Roy Road, Kolkata- 700 008), Mailing address at 73/10, Raja Ram Mohan Roy Road, Kolkata- 700 008, under Police station-Thakurpukur, now Police station-Haridebpur, Ward No.-122, within the local limits of Kolkata Municipal Corporation (S.S.Unit), A.D.S.R.O at Behala, B.L. and L.R.O at Behala, Dist.-South 24 Parganas, Road Zone James Long Sarani to Netaji Sarak Crossing not on Raja Ram Mohan Roy Road and the easement right attached thereto to the Purchaser at the total consideration at and for the valuable consideration mentioned therein unto and in favour of the aforesaid **MRS.MANJU KUMARI (the Owner/First Party herein)** wife of Mr. Akash Kumar, Khajpura, B. M. P. Road, B. V. College, P. O. -B. V. College, Police Station - Shastrinagar, Patna, Bihar- PIN- 800014, **AND WHEREAS** after purchase of the aforesaid Bastu Land measuring an area of 2 (Two) Cottha 9 (Nine) Chittak 20 (Twenty) sq. ft.be the same a little more or less, the aforesaid **MRS.MANJU KUMARI (the Owner/First Party herein)** got her name mutated and recorded in the Assessment Register of the Kolkata Municipal Corporation, vide **K.M.C. Premises No. 118E, Raja Ram Mohan Roy Road, being Assessee No. 411221009660, Kolkata-700008.****

**AND WHEREAS** said Ajit Kumar Hait, Ranjit Kumar Hait, Biswajit Hait, Gopinath Hait, Sipra Das, Subhra Chatterjee and Shila Pal sold and transferred **ALL THAT** piece or parcel of Land measuring an area of 8 (Eight) Chittaks 0 (Zero) Sq.ft. be the same a little more or less along with other common amenities and facilities allotted thereto for better enjoyment of the said property with 12 feet wide common paths and ways mentioned in Dag No. 642 for plying, bringing water connection, telephone connection, electric connection etc. and main gate and entrance, boundary walls and all other facilities which are the integral parts of the said property lying and

situated at **Mouza-Muradpur**, J.L. No. -13, R.S. No. -192, Touzi No.-74,75,76,77 and 82, Pargana-Magura, R.S. Dag No.-641, under Khatian No.-188, being Premises No. 118A, Raja Ram Mohan Roy Road, Kolkata- 700 008, Mailing address at 73/10, Raja Ram Mohan Roy Road, Kolkata- 700 008, under Police station-Thakurpukur, now Police station-Haridebpur, Ward No.-122, within the local limits of Kolkata Municipal Corporation (S.S.Unit), A.D.S.R.O at Behala, B.L. and L.R.O at Behala, Dist.-South 24 Parganas, Road Zone James Long Sarani to Netaji Sarak Crossing not on Raja Ram Mohan Roy Road which is morefully described in the Schedule hereinafter below in favour of Smt. Minati Ganguly, daughter of Late Jagadish Chandra Ganguly, resident of 73/10, Biren Roy Road East now Raja Ram Mohan Roy Road, P.S.-Thakurpukur,Kolkata-700008, Dist.-South 24 Parganas being the purchasers therein by virtue of a registered Deed of Sale recorded in Book No.-I, Volume No.65, Pages from 51 to 58, Being No.-2840 for the year 1999 executed on 24/03/1998 registered at the office of the A.D.S.R at Behala, Dist.-South 24-Parganas.

**AND WHEREAS** while said Smt. Minati Ganguly was absolutely seized and possessed of the aforesaid property and enjoying the same peacefully, without any interruptions or encumbrances, she got the same mutated and/or recorded in her name in the Assessment Records of the Kolkata Municipal Corporation and the same became known and numbered as **K.M.C. Premises No. 118F, Raja Ram Mohan Roy Road, being Assessee No. 411221010053, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata-700008**, (Old Premises No. 118A, Raja Ram Mohan Roy Road, Kolkata- 700 008), though the said property still appears recorded in the name of previous Owners in L.R. Khatian Nos. 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370 appertaining to R.S. Dag No.-641 corresponding to L.R. Dag No. 819, and she has been enjoying the same peacefully and uninterruptedly by paying Govt. Revenues, rates and taxes to the K.M.C. regularly and the same is free from all encumbrances, liens, charges, lispensens whatsoever in respect of the said property mentioned in the Schedule hereunder below and the said **Vendor** started occupying and enjoying the said property mentioned in the Schedule hereinafter below free from all sorts of encumbrances and disturbances, charges and liens etc. from any corner whatsoever and paid relevant taxes thereon.

**AND WHEREAS** thereafter, for urgent need of money, the said Smt. Minati Ganguly decided to sell her aforesaid property and due to her personal inconvenience gave a registered Power of Attorney in favour of her brother Mr.Mithiles Gangopadhyay @ Mithilesh Gangopadhyay, son of Late Jagadish Chandra Ganguly, By occupation-Retired Person, by faith-Hindu, by nationality-Indian, residing at 73/10, Raja Ram Mohan Roy Road, P.O.-Barisha, P.S.-Haridebpur,Kolkata-700 008, Dist.- South 24 Parganas. on

26/08/2020 which was duly registered in the office A.D.S.R. Kalna, Dist. Purba Burdwan and recorded in Book No. IV, Volume No. 0207-2020 pages from 2542 to 2558, Being No. 020700091 for the year 2020 in respect of her aforesaid landed property with several powers and authority including the power to sell, convey and transfer in any way whatsoever in her name and on her behalf.

**AND WHEREAS** thereafter said Smt. Minati Ganguly, by virtue of a Deed of Conveyance, dated 12<sup>th</sup> December, 2022, duly registered in the office of the A.D.S.R. Behala, and recorded in Book No.I, Volume No. 1607-2022, Page from 479175 to 479204 being no. 160716325 for the year 2022, sold, transferred and conveyed **ALL THAT** piece or parcel of Bastu Land measuring an area of 8 (Eight) Chittaks 0 (Zero) Sq.ft. be the same or a little more or less together with 100 Sq.ft. R.T. shed structures standing thereon along with other common amenities and facilities allotted thereto for better enjoyment of the said property with 12 feet wide common paths and ways mentioned in Dag No. 642 for plying, bringing water connection, telephone connection, electric connection etc. and main gate and entrance, boundary walls and all other facilities which are the integral parts of the said property lying and situated at **Mouza-Muradpur**, J.L.No.-13, R.S.No.-192, Touzi No.-74,75,76,77 and 82, Pargana-Magura, comprised in R.S. Dag No.-641 corresponding to L.R. Dag No. 819, appertaining to R.S. Khatian No.-188, corresponding to L.R. Khatian Nos. 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370 (still appear recorded in the name of previous owners), being **K.M.C. Premises No. 118F**, Raja Ram Mohan Roy Road, being Assessee No. **411221010053**, P.S. Thakurpukur, now P.S. **Haridevpur, Kolkata-700008**, (Old Premises No. 118A, Raja Ram Mohan Roy Road, Kolkata- 700 008), Mailing address at 73/10, Raja Ram Mohan Roy Road, Kolkata- 700 008, under Police station-Thakurpukur, now Police station-Haridebpur, Ward No.-122, within the local limits of The Kolkata Municipal Corporation (S.S. Unit), A.D.S.R.O at Behala, B.L. and L.R.O at Behala, Dist.-South 24 Parganas, Road Zone James Long Sarani to Netaji Sarak Crossing not on Raja Ram Mohan Roy Road and the easement right attached thereto to the Purchaser at the total consideration at and for the valuable consideration mentioned therein unto and in favour of the aforesaid **MRS.MANJU KUMARI** (the Owner/First Party herein) wife of Mr. Akash Kumar, Khajpura, B.M.P. Road, B.V. College, P.O.-B.V. College, P.S.-Shastrinagar, Patna, Bihar- PIN- 800014 **AND WHEREAS** after purchase of the aforesaid Bastu Land measuring an area of 8(eight) Chittaks 0 (Zero) sq. ft.be the same a little more or less, the aforesaid **MRS.MANJU KUMARI** (the Owner/First Party herein) got her name mutated and recorded in the Assessment Register of the Kolkata Municipal Corporation, vide **K.M.C. Premises No. 118F**, Raja Ram Mohan Roy Road, being Assessee No.

411221010053, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata-700008.

AND WHEREAS said Ajit Kumar Hait, Ranjit Kumar Hait, Biswajit Hait, Gopinath Hait, Sipra Das, Subhra Chatterjee and Shila Pal sold and transferred ALL THAT piece or parcel of Land measuring an area of 2 (Two) Cottha 6 (Six) Chittaks be the same or a little more or less together with 100 Sq.ft. R.T. shed structures standing thereon along with other common amenities and facilities allotted thereto for better enjoyment of the said property with 12 feet wide common paths and ways mentioned in Dag No. 642 for plying, bringing water connection, telephone connection, electric connection etc. and main gate and entrance, boundary walls and all other facilities which are the integral parts of the said property lying and situated at Mouza-Muradpur, J.L.No.-13, R.S.No.-192, Touzi No.-74,75,76,77 and 82, Pargana-Magura, R.S. Dag No.-641, corresponding to L.R. Dag No. 819 appertaining to R.S. Khatian No.-188, corresponding to L.R. Khatian No. 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370 (appears recorded in the name of previous owners) being Premises No. 549, Raja Ram Mohan Roy Road, Kolkata- 700 008, Mailing address at 73/10, Raja Ram Mohan Roy Road, Kolkata- 700 008, under Police station-Thakurpukur, now Police station-Haridebpur, Ward No.-122, within the local limits of Kolkata Municipal Corporation (S.S.Unit), A.D.S.R.O at Behala, B.L. and L.R.O at Behala, Dist.-South 24 Parganas, Road Zone James Long Sarani to Netaji Sarak Crossing not on Raja Ram Moham Roy Road which is morefully described in the Schedule hereinafter below in favour of Smt. Minati Ganguly, daughter of Late Jagadish Chandra Ganguly, resident of 73/10, Biren Roy Road East now Raja Ram Mohan Roy Road, P.S.-Thakurpukur, Kolkata-700008, Dist.-South 24 Parganas being the purchasers therein by virtue of a registered Deed of Sale recorded in Book No.-I, Volume No.3, Pages from 119 to 126, Being No.-40 for the year 1999 executed on 23/12/1998 registered at the office of the A.D.S.R at Behala, Dist.-South 24 Parganas.

AND WHEREAS by way of said purchase while thus the said Smt. Minati Ganguly was absolutely seized and possessed of the aforesaid property and enjoying the same peacefully, without any interruptions or encumbrances, she got the same mutated and/or recorded in her name in the Assessment Records of the Kolkata Municipal Corporation and the same became known and numbered as K.M.C. Premises No. 549E, Raja Ram Mohan Roy Road, being Assessee No. 411221008794, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata-700008, (Old Premises No. 549, Raja Ram Mohan Roy Road, Kolkata- 700 008), though the said property still appears recorded in the name of previous Owners in L.R. Khatian Nos. 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370

appertaining to R.S. Dag No.-641 corresponding to L.R. Dag No. 819, and he has been enjoying the same peacefully and uninterruptedly by paying Govt. Revenues, rates and taxes to the K.M.C. regularly and the same is free from all encumbrances, liens, charges, lispendens whatsoever in respect of the said property mentioned in the Schedule hereunder below and the said Vendor started occupying and enjoying the said property mentioned in the Schedule hereinafter below free from all sorts of encumbrances and disturbances, charges and liens etc. from any corner whatsoever and paid relevant taxes thereon.

AND WHEREAS thereafter, for urgent need of money, the said Smt. Minati Ganguly decided to sell her aforesaid property and due to her personal inconvenience gave a registered Power of Attorney in favour of her brother Mr.Mithiles Gangopadhyay @ Mithilesh Gangopadhyay, son of Late Jagadish Chandra Ganguly, By occupation-Retired Person, by faith-Hindu, by nationality-Indian, residing at 73/10, Raja Ram Mohan Roy Road, P.O.-Barisha, P.S.-Haridebpur,Kolkata-700 008, Dist.- South 24 Parganas, on 26/08/2020 which was duly registered in the office A.D.S.R. Kalna, Diast. Purba Burdwan and recorded in Book No.IV, Volume No. 0207-2020 pages from 2542 to 2558, Being No. 020700091 for the year 2020 in respect of her aforesaid landed property with several powers and authority including the power to sell, convey and transfer in any way whatsoever in her name and on her behalf.

AND WHEREAS thereafter said Smt. Minati Ganguly, by virtue of a Deed of Conveyance, dated 12<sup>th</sup> December, 2022, duly registered in the office of the A.D.S.R. Behala, and recorded in Book No.I, Volume No. 1607-2022, Page from 479145 to 479174 being no. 160716327 for the year 2022, through her said Attorney Mithiles Gangopadhyay @ Mithilesh Gangopadhyay, sold, transferred and conveyed ALL THAT piece or parcel of Bastu Land measuring an area of 2 (Two) Cottha 6(Six) Chittak be the same a little more or less together with 100 Sq.ft. pucca structure standing thereon along with other common amenities and facilities allotted thereto for better enjoyment of the said property with 12 feet wide common paths and ways mentioned in Dag No. 642 for plying, bringing water connection, telephone connection, electric connection etc. and main gate and entrance, boundary walls and all other facilities which are the integral parts of the said property lying and situated at Mouza-Muradpur, J.L. No.-13, R.S.No.-192, Touzi No.-74,75,76,77 and 82, Pargana-Magura, comprised in R.S. Dag No.-641 corresponding to L.R. Dag No. 819, appertaining to R. S. Khatian No.-188, corresponding to L.R. Khatian Nos. 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, being K.M.C. Premises No. 549E, Raja Ram Mohan Roy Road, being Assessee No. 411221008794, Kolkata-700008, (Old Premises No. 549, Raja Ram Mohan Roy Road, Kolkata- 700 008),

Mailing address at 73/10, Raja Ram Mohan Roy Road, Kolkata- 700 008, under Police station-Thakurpukur, now Police station-Haridebpur, Ward No.-122, within the local limits of Kolkata Municipal Corporation (S.S.Unit), A.D.S.R.O at Behala, B.L. and L.R.O at Behala, Dist.-South 24 Parganas, Road Zone James Long Sarani to Netaji Sarak Crossing not on Raja Ram Mohan Roy Road and the easement right attached thereto to the Purchaser at the total consideration at and for the valuable consideration mentioned therein unto and in favour of the aforesaid **MRS.MANJU KUMARI** (the **Owner/First Party** herein) wife of Mr. Akash Kumar, Khajpura, B.M.P. Road, B.V. College, P.O.-B.V. College, P.S.- Shastrinagar, Patna, Bihar- PIN- 800014 **AND WHEREAS** after purchase of the aforesaid Bastu Land measuring an area of 2 (Two) Cottahs 6 (Six) Chittaks 0 (Zero) sq. ft.be the same a little more or less, the aforesaid **MRS.MANJU KUMARI** (the **Owner/First Party** herein) got her name mutated and recorded in the Assessment Register of the Kolkata Municipal Corporation, vide **K.M.C. Premises No. 549E, Raja Ram Mohan Roy Road, being Assessee No. 411221008794, Kolkata-700008.**

**AND WHEREAS** the aforesaid Bastu land measuring more or less 2 Cottahs 9 Chittaks 20 Sq.ft. of K.M.C. Premises No. 118E, Raja Ram Mohan Roy Road, being Assessee No. 411221009660, Kolkata-700008 **AND** the Bastu land measuring more or less 8 Chittaks 0 Sq.ft. of K.M.C. Premises No. 118F, Raja Ram Mohan Roy Road, being Assessee No. 411221010053, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata-700008 **AND** Bastu land measuring more or less 2 Cottahs 6 Chittaks of K.M.C. Premises No. 549E, Raja Ram Mohan Roy Road, being Assessee No. 411221008794, Kolkata-700008 are contiguous to each other and for better use, utilization and convenience, the aforesaid **MRS.MANJU KUMARI** (the **Owner/First Party** herein) got the aforesaid three premises amalgamated to a single plot Premises with the Kolkata Municipal Corporation and the same became known and numbered as amalgamated single plot K.M.C. Premises No. 118F, Raja Ram Mohan Roy Road, being Assessee No. 411221010053, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata-700008, comprising total area of amalgamated Bastu land, measuring more or less 05(Five) Cottahs 07 (Seven) Chittaks 20 (Twenty) Sq.ft., more fully and particularly mentioned and described in the First Schedule hereunder written and the said Owner/First party has been enjoying the same peacefully, without any interruption from any corner, by paying Govt. Revenues, rates and taxes to the K.M.C. authority regularly free from all encumbrances.

**AND WHEREAS** the aforesaid land Owner i.e. Party of the One Part namely, **Mrs. Manju Kumari** has now expressed her desire and intention to construct a New G+3 storied Building into and upon the said amalgamated Bastu land, measuring more or less 05(Five) Cottahs 07 (Seven) Chittaks



20 (Twenty) Sq.ft. be the same or a little more or less together with 300 Sq.ft. R.T. shed structures standing thereon with modern amenities and facilities after demolishing the old existing structures but due to lack of finance, man-power, and technical knowledge, the said land Owner is in search of a suitable and experienced Developer to implement her such desire and intention.

AND WHEREAS the Developer/Second Party is engaged in construction Line and development works of Buildings etc. either on contractual basis or on Joint venture basis or on out-right basis and having come to know such desire and intention of the said land Owner/First Party the Developer herein approached the said Owner and offered to develop the said premises, as more particularly described in the schedule below, for construction of a G+3 storied building thereon after demolishing the old existing structures as per sanction Building Plan of the Kolkata Municipal Corporation to be sanctioned in the name of the Owner at the costs, expenses, man power, experience and risk of the Developer.

The Owner doth hereby represent as follows:-

- a) That the Owner/First Party is the absolute rightful Owner of the said amalgamated property more fully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said property and no other person has any right, title, interest or claim/demand whatsoever and howsoever over and in respect of the said property or any part thereof.
- b) To the best knowledge of the Owner the said property is free from all encumbrances, charges, liens, lispences, attachments, trusts whatsoever and howsoever and there is no defect in the title of the Owner and the Owner has a good, clear and marketable title in respect of the said property and every part thereof.
- c) That the said property is in actual physical and khas possession of the Owner.
- d) That no mortgage or charge has been created by the Owner by depositing the title deeds before any Bank, Financial Institution, body or body corporate or otherwise over and in respect of the said property or any part thereof.
- e) To the knowledge of the Owner there is no legal impediment or bar on the part of the Owner to sell, assign, transfer or otherwise enter into this Development Agreement with the Developer herein.
- f) To the knowledge of the Owner the said property or premises is not subject to any acquisition or requisition proceeding and further the Owner has no knowledge of and has not received any notice to that effect from any authority or authorities.
- g) To the knowledge of the Owner no certificate case is pending for

- realization of any taxes from the Owner.
- h) To the knowledge of the Owner no suit or proceeding is pending in any court or before any other authority regarding the title or of any other nature in respect of the said property or any part thereof.
- i) That the Owner has not entered into any Agreement for Sale, assign, transfer, mortgage or lease in respect of the said property or any part thereof with any other person or persons whosoever and/or any other agreement whatsoever in respect of the said property or any part thereof.

**AND WHEREAS** after several discussion with the said land Owner, the Developer agreed to undertake development of the said land to construct a **New G+3 storied Building** into and upon the said land of the Owner by demolishing the old existing structures at her own costs and expenses and the said land Owner became satisfied with such discussion relating to her respective benefits and interest for implementation of the said proposed Development project on the said entire land and the Developer also agreed to undertake Development of the said premises for construction of the said proposed **new G+3 Storied Building** thereupon at her own costs and expenses as per sanction Building Plan of the K.M.C. to be sanctioned and the Developer also has agreed to enter into this agreement on the terms and conditions hereunder appearing.

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

**ARTICLE - I : DEFINITION**

That unless there is anything contrary to the subject or context:

- 1.1 **OWNER** : shall mean the said **MRS.MANJU KUMARI** having **PAN:BLTPK6414K** and Aadhaar No.9742 6338 3755,wife of Mr. Akash Kumar, by Occupation-Housewife, by faith- Hindu, By nationality- Indian, residing at Khajpura, B.M.P.Road, B.V.College, P.O.-B.V.College, P.S.-Shastrinagar, Patna,Bihar- PIN- 800014, include her heirs, executors, administrators and legal representatives.
- 1.2 **DEVELOPER** : shall mean the said **SUBHAJIT DEY** (**PAN-HKTPD3490K**, Aadhaar no. **4007 6144 4181**) son of Dipankar Dey, by faith-Hindu, by occupation- Business, by Nationality-Indian, residing at Sodepore, Ramkrishna Nagar, P.S. & P.O. Haridebpur, Kolkata-700082, a Sole Proprietor of **M/S MORYA CONSTRUCTION**, having its Registered Office at 251, Kalipore Extension, Sodepore, K.K. Road, P.O. Haridebpur, P.S. Haridevpur, Kolkata-700082 in the State of West Bengal, including his legal heirs successor or successors and assigns.

- 1.3 **THE SAID PROPERTY** : shall mean ALL THAT piece or parcel of amalgamated Bastu Land measuring an area of 05(Five) Cottahs 07 (Seven) Chittaks 20 (Twenty) Sq.ft. be the same or a little more or less together with 300 Sq.ft. R.T. shed structures standing thereon along with other common amenities and facilities allotted thereto for better enjoyment of the said property with 12 feet wide K.M.C. Passage, paths and ways for plying, bringing water connection, telephone connection, electric connection etc. and main gate and entrance, boundary walls and all other facilities which are the integral parts of the said property lying and situated at **Mouza-Muradpur**, J.L. No.-13, R.S.No.-192, Touzi No.-74,75,76,77 and 82, Pargana-Magura, comprised in R.S. Dag No.-641 corresponding to L.R. Dag No. 819, appertaining to R.S. Khatian No.-188, corresponding to L.R. Khatian Nos. 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370 (still appear recorded in the name of previous owners), being known and numbered as amalgamated single plot K.M.C. Premises No. 118F, Raja Ram Mohan Roy Road, being Assessee No. 411221010053, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata-700008, under Police station-Thakurpukur, now Police station-Haridebpur, Ward No.-122, within the local limits of The Kolkata Municipal Corporation (S.S. Unit), A.D.S.R.O at Behala, B.L. and L.R.O at Behala, Dist.-South 24 Parganas, Road Zone James Long Sarani to Netaji Sarak Crossing not on Raja Ram Moham Roy Road along with all easement rights and all other rights, benefits, privileges, amenities, facilities etc. attached therein and thereto, more fully and particularly described in the First Schedule hereunder written and hereinafter referred to as "the Said Property".
- 1.4 **NEW BUILDING** shall mean the G+3 storied building or as will be constructed into and upon the said property in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation and/or other appropriate authority or authorities.
- 1.5 **COMMON FACILITIES AND AMENITIES** shall mean corridors hallways, stairways, passage ways, driveways, common lavatories, pump room, underground and overhead water tank, ultimate roof, lift, water pump and motor, electric meter room, caretaker's room, and other facilities which may be provided as mutually agreed upon between the parties and required for the establishment, enjoyment, maintenance and/or management of the **NEW BUILDING**.
- 1.6 **ALLOCABLE SPACE** shall mean the space in the **NEW BUILDING** available for independent use and occupation of the Owner and the Developer with respect to their respective portion of allocation after

making due provisions for common facilities and space required there for.

1.1. **OWNER'S ALLOCATION** shall mean the Owner shall get from the Developer, free of cost, in lieu of her land in the manner as follows: The Owner/First Party shall get from the Developer 50% (Fifty percent) of the total constructed area of the proposed New G+3 storied building as per sanction F.A.R to be sanctioned by the K.M.C. which includes (i) Entire First Floor, (ii) 50% Ground floor front and back side and (iii) 50% top floor front and back side **TOGETHER WITH** undivided impartible proportionate share of Bastu Land measuring an area more or less 05 (five) Cottahs 07 (Seven) Chittaks 20 (twenty) Squire feet, lying and situated at K.M.C. Premises No. 118F, Raja Ram Mohan Roy Road, Police Station- Thakurpukur, now P.S. Haridevpur, Kolkata-700008, District: South 24-Parganas, Assessee No.411221010053 under Ward No.122 of the Kolkata Municipal Corporation, as more particularly described in the **First schedule** hereunder written, along with all user and easement rights and common right over common areas and portions and all other common rights, benefits, privileges, facilities and amenities etc. attached to the proposed new Building at the said premises as more particularly described in the **Fourth schedule** hereunder written.

1.2. **DEVELOPER'S ALLOCATION** shall mean, save and except the Owner's Allocation in the manner as aforesaid, all the remaining constructed area as per sanctioned F.A.R. of the Kolkata Municipal Corporation in the **NEW BUILDING** at the said property **TOGETHER WITH** indivisible undivided impartible share or interest in the land attributable to it along with all common rights on the common parts and portion and all other common rights, benefits, privileges, facilities and amenities etc. in the proposed New G+3 storied Building at the said premises as more particularly described in the **Fourth schedule** hereunder written.

After delivering the Owner's Allocation as per terms of this Agreement, the Developer shall have the right to sell, transfer, assign, let out, lease out and/or dispose of her share of Allocation in the proposed new G+3 Storied Building as she may deem fit and proper at his absolute discretion and the Developer shall have every right to enter into any Agreement for Sale, lease, mortgage, let out, lease out or any other way alienate in respect of his share of allocation in the said Development project.

- 1.3. **SANCTIONED PLAN** shall mean and include such plan or plans lay out and specifications to be prepared by the Architect for the construction of the building at the said property as may be sanctioned by the Kolkata Municipal Corporation or such other authority or authorities at the cost of the Developer.
- 1.4. **APARTMENTS** shall mean and include the individual Flat or Flats, unit or units and/or area in the **NEW BUILDING** at the said property available for independent use and occupation for residential purpose by the prospective buyer or buyers including the Owner/Developer and their respective nominee or nominees together with the proportionate share in the common facilities and amenities.
- 1.5. **TRANSFeree SHALL** mean a person, firm, limited company, association of persons to whom any space in the **NEW BUILDING** will be transferred by separate deed of agreement, transfer/ conveyance.
- 1.6. Words importing singular shall include plural and vice versa.
- 1.7. Words importing Masculine Gender shall include Feminine and Neutral Genders, Likewise words importing Feminine Gender shall include Masculine and Neutral Genders.

#### **ARTICLE - II : COMMENCEMENT**

- 2.1. This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

#### **ARTICLE - III : SCOPE OF THE AGREEMENT**

- 3.1. The Developer shall develop and construct the **NEW BUILDING** in accordance with the Sanctioned Plan upon the said property and allocate to the Owner the Owner's Allocation and in lieu thereof the Owner shall sell, assign and/or transfer, the undivided proportionate share in the land at the said property attributable to the Developer's share of allocation by executing and registering the deed(s) of transfer in favour of the Developer and/or his nominee or nominees and the Owner shall not be entitled to any further consideration money or any further portion of the proposed new G+3-storied Building. The cost, charges for all such transfers in favour of the Developer and/or his nominee or nominees shall be borne by the Developer and/or his nominee(s).

ARTICLE - IV : CONSIDERATION

- 4.1. In consideration of the Developer having agreed to develop, erect construct and complete the **NEW BUILDING** at the said property and to commercially exploit the said property in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation and/or other competent authority or authorities and agreeing to allocate the Owner's Allocation as mentioned herein above, the Owner has agreed to sell, assign and/or transfer the undivided share or interest in the said land and property attributable to the Developer's Allocation either unto and in favour of the Developer or his nominee or nominees in such part or portions as may be desired by the Developer and the Owner shall not be entitled to any part of the consideration money there from and the Owner do hereby covenant with the Developer that they shall deliver the physical khas vacant possession of the said landed property simultaneously with the execution of this Development Agreement.
- 4.2 The Owner has already got the said property mutated and/or recorded in her name with the B.L. & L.R.O. concerned, The Kolkata Municipal Corporation and the Developer shall bear entire costs and expenses for such construction of the **New G+3 Storied Building** at the said premises and shall at his own cost obtain building sanctioned plan from the Kolkata Municipal Corporation.
- 4.3 The Developer shall be at the sole right, authority and liberty to engage various professionals like Legal Advisors, Engineer, Architects, R.C.C. Consultant and/or Constructors or any other professional of his own choice as may be required from time to time and she shall take steps on behalf of the Developer in respect of the constructional work of the said **NEW BUILDING** :
- (i) Save and except the Developer's Allocation of the aforesaid building, the Developer shall not be entitled to create any charge or mortgage or encumber, the remaining portion of the aforesaid property with any financial institution or bank nor shall fasten the owner of the First Part for any financial liability.
  - (ii) It shall be the responsibility of the Developer to construct the proposed G+3-storied Building in conformity to the bye-laws of the authorities concerned for maximum benefit of the said property with modern style.
  - (iii) The Owner shall have no responsibility for monetary transactions or monetary activity of the Developer with the

intending purchaser, supplier or engage to be done by the Developer in connection with the said project.

- (iv) That the Developer shall have no authority to delegate or assign any of its rights, accrued hereby under this agreement to any third party/parties.
- (v) That the Developer shall at he own costs and expenses and without creating any financial or other liabilities on the owner construct and complete the said G+3-storied Building in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer provided however no alteration or modification shall be made in the owner's allocation without the consent of the owner in writing.
- (vi) The Owner and the Developer have entered into this Agreement purely as a contract between the owner and the Developer and nothing contained herein shall be deemed to be or construed as a Partnership between the parties in any manner nor shall the parties constitute as association of persons.

#### ARTICLE - V : OWNER' OBLIGATION

- 5.1 The Owner shall co-operate with the Developer for obtaining the sanction of the building plan from the Kolkata Municipal Corporation as may be required for construction of the New G+3 storied Building at the said property after demolishing the old existing structure and thereafter for smooth running of the construction work and agree to sign all papers and documents as may be required from time to time for the said purpose. The debris and waste articles of the demolished structure shall be treated as the property of the Developer.
- 5.2 In consideration of terms and conditions of this agreement, the Owner shall grant to the Developer a Development Power of Attorney which is required inter alia for the purpose of obtaining sanctions and in connection with the construction of building or buildings and for entering into Agreement(s) for transfer, dealing with and/or disposing of Developer's Allocation as mentioned herein above.

ARTICLE - VI: OBLIGATION & POSSESSION

- 6.1 The Owner shall deliver vacant, khas and peaceful possession of the said property to the Developer as stated in clause 4.1 of this Agreement for construction works and the Developer shall deliver vacant, khas and peaceful possession of the Owner' Allocation to the Owner, as per specification mentioned in the Fifth Schedule hereunder written, complete in all respect after obtaining Completion and Occupancy Certificate and sewerage connection from the Kolkata Municipal Corporation and other authority or authorities also with copy of sanctioned building plan, possession letter/ certificate, separate electric meter and permanent water & electric connection within 24 (Twenty Four) months from the date of sanction of Building Plan with a grace period of another 6 (six) months. If the Developer fails to complete the project and/or deliver the Owner's Allocation to the Owner as agreed for within the said period of 24 months and even with grace period of 6 months for Force Majeure reasons i.e. total 30 (thirty) months, then this agreement shall stand as terminated with all right over any construction or any material stored including the unfinished or incomplete structure or building in the said premises transferred to the Owner, without any claim of the Promoter/Developer and the owner shall have every right to enter into any kind of agreement with any person or persons in respect of the schedule property mentioned herein after cancellation of this Development Agreement and Power of Attorney at the cost and expenses of the Developer within one month from the date of such failure without any liabilities or responsibilities for intended purchaser or purchasers for purchasing of the property or properties from the Developer's Allocation.

ARTICLE - VII: DEVELOPER'S RIGHTS AND OBLIGATIONS

- 7.1 The Owner do hereby grant, subject to what has been provided herein, an exclusive right to the Developer to do all such acts, deeds and things as may be necessary for the Development of the said property including construction of NEW BUILDING and also to commercially exploit the same, after delivering Owner's Allocation as per terms of this agreement to the Owner, by entering into agreement for sale, transfer and/or conveyance in respect of Developer's Allocation in terms of these presents and to construct and provide the necessary common facilities and amenities in terms of the sanctioned building plan, lay outs and specifications, with or without modifications as may be made or caused to be made by the



Architect and duly approved by the competent sanctioning authority. The Owner's Allocation shall be provided by the Developer, free of cost in lieu of their land, as per specification of works as more particularly mentioned in the Fifth schedule hereunder written.

- 7.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining building sanction plan or any other sanction or permission from the appropriate authorities in the name and prior approval of the Owner shall be made at the Developer's own costs and expenses and for performing such entire acts, deeds, matters and things the Owner has agreed to enter into a Development Power of Attorney in favour of the Developer and further the Developer shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for the said property PROVIDED HOWEVER that the Developer shall exclusively be entitled to get refund of all payments, deposits and/or construction costs out of the said Development projects out of Developer's share of Allocation.
- 7.3 The Developer shall be entitled to demolish the existing structures, through his own contractor at his own costs and expenses. The sale proceeds of salvage materials arising there from shall belong to the Developer.
- 7.4 That after the demolition of the existing structure, the Developer shall start construction and complete the construction of the **NEW BUILDING** in terms of the Sanctioned Plan and handover the possession of the Owner's Allocation to the Owner within a period of 24 (Twenty Four) months from the date of sanction of Building Plan, subject to force majeure with a grace period of another 06 (six) months i.e. totaling to 30 (thirty) months.
- 7.5 That the Developer, upon completion of the proposed new Building at the said premises, shall give notice to the Owner to take possession of the Owner's Allocation within a period of 15 days and thereafter the Developer shall be deemed to have delivered the possession of the Owner's Allocation to the Owner and from such date onwards the Owner shall be solely liable and responsible for payments of all proportionate maintenance charges, taxes and all other outgoings in respect of the Owner's Allocation, subject to the Developer having obtained Completion/Occupation Certificate from the competent authorities at the costs and expenses of the

Developer only. The Developer shall be sole liable and responsible for payments of all maintenance charges, taxes and all other outgoings in respect of the said property from the date of this agreement till the date of handing over the owner's allocation.

- 7.6 That after delivering the Owner's Allocation to the Owner as per terms of this Agreement, the Developer shall be entitled to sell assign and transfer, convey and part with possession of his Allocation and to enter into such agreement or agreements and for such consideration, premium, or rent as he may in his absolute discretion deem fit and proper and realize and appropriate the consideration money, premium, rent and earnest money as he may deem fit and proper.
- 7.7 That the Developer shall be entitled to sell, convey and transfer in respect of the Developer's allocation together with undivided proportionate impartible share of land in respect of the said property allocable and/or attributable to the Developer's Allocation in favour of his nominee or nominees in such part or portion as may be required by the Developer, but only after handing over the Owner' Allocation in perfect habitable condition complete in all respect after obtaining completion and occupancy certificate and sewerage connection from the Kolkata Municipal Corporation and other authority or authorities.
- 7.8 The Owner doth hereby agree to grant to the Developer a Development Power of Attorney which is required for the purpose of obtaining necessary permissions and sanctions from the Kolkata Municipal Corporation and/or other different authority or authorities in connection with the construction of the **NEW BUILDING** at the said property and for giving effect to this Agreement an after delivering Owner's Allocation as per terms of this Agreement including execution and registration of the Deed of Conveyance/ Transfer in respect of the Developer's Allocation in favour of the intending purchaser or purchasers of the Developer's Allocation.

#### ARTICLE - VIII : OWNER'S RESTRICTIONS

- 8.1 The Owner do hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said **NEW BUILDING** at the said property by the Developer till there is no breach of this agreement.

8.2 The Owner has not earlier entered into any agreement for sale, transfer, let out or lease out or development agreement or any other agreement whatsoever with any other person or persons in respect of the said property and the Owner doth hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from constructing selling, assigning and/or disposing of the Developer's Allocation in the NEW BUILDING at the said property in terms of this agreement.

8.3 The Owner do hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge any portion of the said property other than out of Owner's Allocation as detailed herein above.

#### ARTICLE - X : APARTMENTS

9.1 The Developer shall construct self-contained apartments in the NEW BUILDING in terms of the sanctioned plan, lay outs and specifications as agreed upon, shall be used for residential purpose.

9.2 With regard to the deeds and documents to be executed between the Owner and/or the Developer and the intending purchaser(s) for sale, transfer and assignment of their respective Allocation, the Owner and the Developer shall join/enter in the Deed of Agreement/Conveyance of the said transfer.

#### ARTICLE - XI : TITLE DEEDS

10.1 The Owner doth hereby deliver to the Developer the original copies of Title Deeds and others documents in respect of the said property. The Developer do hereby agree to allow the Owner to inspect the said original titles deeds and others documents from time to time as may be required and produce the same before the concerned authority as and when required.

10.2 That after completion of the entire project, the said original Title Deeds in respect of the said property shall be delivered by the Developer either to the Owner or to the Owner's Association.

#### ARTICLE - XII : MISCELLANEOUS

11.1 The Developer doth hereby agree and covenant with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part of the Owner's Allocation in the NEW BUILDING.

- 11.2 The Developer shall be liable to pay and bear all costs of property taxes, dues and outgoings in respect of the said property until the construction of **NEW BUILDING** in terms of this Agreement is completed and/or possession of the apartments in respect of the Owner's Allocation is handed over to the Owner. Such portions of the property taxes, dues and outgoing in respect of the said property as relates to the period prior to handing over possession to the Developer for starting development works, shall be under the responsibility of the Owner and during continuation of construction works and completion of development project shall be borne by the Developer and/or his Nominee or Nominees, the prospective purchaser or purchasers, all taxes dues and outgoing corresponding thereto and by the owner relating to or attributable to the Owner's allocation on and from the date of handing over possession of the Owner's Allocation to the Owner.
- 11.3 The Owner shall be solely responsible for any dispute or encumbrances with regard to the said property and shall at their own costs get the same cleared and all taxes and outgoings of any nature in respect of said property including arrears, if any prior to the execution of this Agreement.
- 11.4 The Developer doth hereby agree and covenant with the Owner not to let out, grant lease, transfer, sell, mortgage and/or charge any portion of the newly constructed building and/or corresponding common facilities other than out of the Developer's Allocation as mentioned herein above.
- 11.5 After the completion of the construction of the building, the Owner and the Developer shall jointly frame the Scheme for the maintenance and management of the said **NEW BUILDING** the Owner and the Developer and/or their respective nominees or assignees shall be bound to abide by the rules and regulations as may be framed for the maintenance of the **NEW BUILDING** at the said property by the Association/Society to be formed.
- 11.6 The Owner's Allocation in the proposed **NEW BUILDING** shall be subject to the same restrictions and use so far as applicable to the Developer's Allocation in the new Building at the Said premises intended for common benefits for all owner/occupiers of the building.
- 11.7 Neither party shall use, permit the use of the area of their respective Allocation in the **NEW BUILDING** nor any portion thereof, for any

purpose which may cause any nuisance or hazard to the other owner/occupiers of the building.

- 11.7 ALL service taxes, installations and impositions as extra beyond the specification of works in respect of Owner's Allocation in the said property shall be borne, paid, discharged and/or reimbursed by the Owner before taking possession of Owner's Allocation.
- 11.8 God forbids, if before the completion of the project the Owner dies then all the legal heirs, heiresses and successors of the Owner shall be bound to obey the terms and conditions of this agreement and if necessary they shall execute and register Additional and/or Supplementary Agreement along with Power of Attorney in favour of the Developer herein.
- 11.9 It is hereby further agreed and understood by and between the parties herein that the Developer has the right and liberty to raise additional structure on the top roof of the Building and for such additional structure on the newly constructed G+3-storied building, if any, to be constructed at the entire costs and expenses of the Developer and in such event the owner and the Developer shall be entitled to 50% (fifty percent) of the constructed area on the roof of the G+3-storied Building.

#### ARTICLE - XIII : INDEMNITY

- 12.1 The Developer undertakes to indemnify the Owner against all damages costs and other financial consequences in the event of any claim being made by any statutory authorities or by any third party on account of any breach of rule, law or regulation or on account of any damage caused to third party in course of construction in respect of the said property and the owner shall also not be responsible for bad workmanship of the proposed new Building.
- 12.2 The Developer also agrees to indemnify the Owner against all claims that may be made by his workers/employees working at the said premises engaged for construction work and at no point of time such employees of the Developer shall be treated or become employees of the Owner.
- 12.3 Similarly the Owner doth hereby agree and undertake to indemnify the Developer or his nominee for any loss and damages that may be suffered by the Developer for any act or omission of the Owner.

#### ARTICLE - XIV : DEFAULT

- 13.1 In case the Developer fails to complete the construction of the building within the stipulated period as well as extended period subject to the force majeure reasons beyond the control of human being, the Developer shall be liable to pay the penalty or compensation for such delay or default subject to mutual discussion and amicable settlement.

**ARTICLE - XV : FORCE MAJEURE**

- 14.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force majeure and shall be suspended from the obligation during the force majeure.
- 14.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, suits and legal disputes.

**ARTICLE - XVI : ARBITRATION**

- 16.1 In case of any dispute, difference and/or question arising out of and concerning this Agreement between the parties hereto the matter will be referred to the Arbitration of sole Arbitrator to be mutually agreed upon between the parties and the decision of the said Arbitrator shall be final and binding upon the parties.

**ARTICLE - XVII : JURISDICTION**

- 17.1 The territorial Court subordinate thereto alone shall have the jurisdiction to try and entertain all disputes relating to this Agreement and in connection with the construction work and related matters preferably with Kolkata.

**FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the entire property)

**ALL THAT** piece or parcel of Bastu Land measuring an area of 05(Five) Cottahs 07 (Seven) Chittaks 20 (Twenty) Sq.ft. be the same a little more or less together with 300 Sq.ft. R.T. shed structures standing thereon along with other common amenities and facilities allotted thereto for better enjoyment of the said property with 12 feet wide K.M.C passage, paths and ways, bringing water connection, telephone connection, electric connection etc. and main gate and entrance, boundary walls and all other facilities which are the integral parts of the said property lying and situated at Mouza-Muradpur, J.L.No.-13, R.S.No.-192, Touzi No.-74,75,76,77 and 82, Pargana-Magura, comprised in R.S. Dag No.-641 corresponding to L.R. Dag No. 819, appertaining to R.S. Khatian No.-188, corresponding to L.R. Khatian Nos. 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, being known and numbered as K.M.C. Premises No. 118F, Raja Ram Mohan Roy Road, being Assessee No. 411221010053, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata-700008, under K.M.C. Ward No.-122, within the local limits of The Kolkata Municipal Corporation (S.S. Unit), A.D.S.R.O at Behala, B.L. and L.R.O at Behala, Dist.-South 24 Parganas, Road Zone James Long Sarani to Netaji Sarak Crossing not on Raja Ram Moham Roy Road along with all easement rights and all other rights, benefits, privileges, amenities,

facilities etc. attached therein and thereto. The entire amalgamated property is being butted and bounded as follows:-

ON THE NORTH : G+III Storied Building.

ON THE SOUTH : G+I Storied Building.

ON THE EAST : By 12 feet wide K.M.C. Road.

ON THE WEST : G+II, G+III, Storied Building

**SECOND SCHEDULE ABOVE REFERRED TO :**  
**(OWNER'S ALLOCATION)**

**OWNER'S ALLOCATION** shall mean the Owner shall get from the Developer, free of cost, in lieu of her land in the manner as follows:

The Owner/First Party shall get from the Developer 50% ( Fifty percent) of the total constructed area of the proposed G+3 storied building as per sanction F.A.R to be sanctioned by the K.M.C. which includes (i) Entire First Floor, (ii) 50% Ground floor front and back side and (iii) 50% top floor front and back side **TOGETHER WITH** undivided impartible proportionate share of Bastu Land measuring an area more or less 5 (five) Cottahs 7 (Seven) Chittaks 20 (twenty) Squire feet, lying and situated at K.M.C. Premises No. 118F, Raja Ram Mohan Roy Road, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata-700008, District: South 24-Parganas, Assessee No.411221010053 under Ward No.122 of the Kolkata Municipal Corporation, as more particularly described in the First schedule hereunder written, along with all user and easement rights and common right over common areas and portions and all other common rights, benefits, privileges, facilities and amenities etc. attached to the proposed new Building at the said premises as more particularly described in the Fourth schedule hereunder written.

**THIRD SCHEDULE ABOVE REFERRED TO :**  
**(DEVELOPER'S ALLOCATION)**

**DEVELOPER'S ALLOCATION** shall mean, save and except the Owner's Allocation in the manner as stated above, all the remaining constructed area as per sanctioned F.A.R. of the Kolkata Municipal Corporation in the **NEW BUILDING** at the said property **TOGETHER WITH** indivisible undivided impartible share or interest in the land attributable to it along with all common rights on the common parts and portion and all other common rights, benefits, privileges, facilities and amenities etc. in the proposed New G+3 Storied Building at the said premises as more particularly described in the Fourth schedule hereunder written.

**FOURTH SCHEDULE ABOVE REFERRED TO ;**  
**(Common Portions & Facilities)**

1. The land on which the building is located and all easements rights and appurtenances belonging to the land and building;
2. The foundation, columns, girders, beams, supports, main walls, roof, corridors, stairs, stair-ways, entrance and exits of the building;
3. The easements, wards, girders, storage space;
4. Installation of common services, such as powers, light, water, sewerage etc.;
5. Lift, tanks, pumps, motor compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.;
6. Water connections, main electric connection and meter board;
7. All other parts of this property necessary for convenient to the existence, maintenance and safety of the Building and common enjoyment of normally in common use;
8. Ultimate Roof;
9. Boundary Walls (5' feet height with nails on the top);

**FIFTH SCHEDULE ABOVE REFERRED TO**  
**WORK SCHEDULE**

**Using standard materials:**

- (1) FOUNDATION : The foundation of the building shall be R.C.C. structure with standard materials.
- (2) STRUCTURE : The main structure of the building shall be a R.C.C. frame structure comprising of R.C.C. column, beam, slab etc. plinth with be 3' feet to 4' feet above road level.
- (3) WALLS : The external walls of the building will be 200 mm thick brick and partition walls and inside the flat shall be of 75 mm and 125 mm thick brick both to be bounded with cement mortar.
- (4) FLOOR : All the floor of the flats shall be made of 2/2 marble.
- (5) PLASTERING : All internal surface shall be plastered with cement, sand, finishes with plaster of paris. All external walls shall be plastered with cement and sand. Flooring and skirting inside of all rooms of the flat shall be made with marble.
- (6) DOORS : All the door frames will be made of sal wood. All other doors shall be flushed door except main door (wooden) with one night latch and aluminium T-Bolt will be provided with all internal doors.
- (7) TOILET & KITCHEN : will have PVC frame and doors.



- (8) WINDOW : All windows shall be made of sliding aluminium with glass.
- (9) TOILET FITTINGS : The toilet will have marble floors. Walls shall have 5' feet 6" inches glazed tiles. All toilets will be provided with concealed plumbing for water. Each bathroom/toilet shall have commode with cistern, with concealed stop cock along with one shower point (all the fittings shall be of Hindware or Parry ware).
- (10) KITCHEN FITTINGS/FIXTURES : The kitchen shall have marble finished floor and granite stone cooking platform along with steel sink and 2' feet ceramic tiles upon the cooking slab.
- (11) STAIRS : All landing and steps of the stair case will be marble.
- (12) ELECTRICALS :
- (i) Bed rooms - Two light points, One fan point, One 5 amp plug point and one A.C. point
  - (ii) Living/dining room - Two light points, one fan point, one 15 amp power point,
  - (iii) Toilet/kitchen - One light point, One exhaust fan point, one Geysers Point.
  - (iv) Balcony/verandah - One light, one plug point.
  - (v) Stair - One light point on each landing,
  - (vi) Roof - Adequate light points,
  - (vii) ground - Adequate light point,
- All electrical wiring shall be made of Finolex wire.
- (13) GROUND COMMON SPACES : Total opened common areas of the ground space is to be laid with net cementing with adequate light points.
- (14) WATER SUPPLY : One underground water reservoir for storing the Kolkata Municipal Corporation supplied water and overhead water reservoir to be provided with adequate horse power capacity of pump and motor of a reputed branded company available in the market.

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

SIGNED, SEALED & DELIVERED  
IN PRESENCE OF :  
WITNESSES :

1. Anil Samanta  
Solate Nani Samanta.  
335, Jessore Road,  
Green Park, Block-A  
Kolkata - 700055.

2. Pirojil Ghose  
Alipore Police Court  
Kolkata

Manjiv Kumari  
SIGNATURE OF OWNER/  
FIRST PARTY

INDRYA CONSTRUCTION  
Subhasree Dey  
Proprietor  
SIGNATURE OF DEVELOPER/  
SECOND PARTY






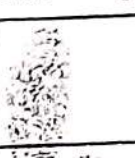





DRAFTED BY ME

Mallika Das  
Advocate) F<sub>3</sub>/01/07  
Alipore police court,  
Kolkata-700027

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PHOTO	left hand					
	right hand					





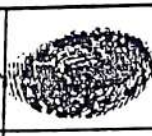






Name .....

Signature .....

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

Name .....

Signature *Manju Kumari*.....

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

Name .....

Signature *Subhjit Dey*.....

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....



भारतगणराज्य

Government of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Assessment Slip

Query No / Year	2000238891/2023	Office where deed will be registered
Query Date	30/01/2023 2:55:47 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Omar Khayyam Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9062643324, Status :Advocate	
Transaction	[0110] Sale, Development Agreement or Construction agreement	Additional Transaction [4305] Declaration [No of Declaration : 2]
Set Forth value		Market Value Rs. 97,66,018/-
Total Stamp Duty Payable(SD) Rs. 10,020/- (Article:48(g))		Total Registration Fee Payable Rs. 21/- (Article:E, E)
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp Rs. 5,000/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Ram Mohan Roy Road, Road Zone : (J.L.Sarani – Netaji SarakCrossing Premises located NOTon Raja Ram Mohan Roy Road (Ward No. 115,121,122)) , , Premises No: 118F, , Ward No: 122, Pin Code : 700008

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 7 Chatak 20 Sq Ft		96,85,018/-	Width of Approach Road: 12 Ft.. Adjacent to Metal Road.
Grand Total :				9.0177Dec	0/-	96,85,018 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	0/-	81,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft.,Residential Use. Cemented Floor, Age of Structure: 0Year, R dof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	0/-	81,000 /-	



Query No: 2000238891 of 2023, Pnnted On : Feb 21 2023 3:49PM, Generated from v-bregistration.gov.in

**Lord Details :**

	Name & address	Status	Execution Admission Details :
1	Manju Kumari Wife of Mr Akash Kumar, Khajpura, B. M. P. Road, B. V. College, City:- , P.O:- B V College, P.S:-SHASTRINAGAR, District:-Palna, Bihar, India, PIN:- 800014 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. blxxxxx4k, Aadhaar No.: 97xxxxxxx3755, Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

**Developer Details :**

SI No	Name & address	Status	Execution Admission Details :
1	M S MORYA CONSTRUCTION ( Sole Proprietorship ) .251, Kalipur Extension, Sodepur K. K. Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 PAN No. Hkxxxxx0k, Aadhaar No Not Provided by UIDAI Status : Organization, Executed by: Representative	Organization	Executed by: Representative

**Representative Details :**

SI No	Name & Address	Representative of
1	Subhajit Dey Son of Dipankar Dey Sodepore Ramkrishna Nagar, 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. Hkxxxxx0k, Aadhaar No.: 40xxxxxxx4181	M S MORYA CONSTRUCTION (as proprietor)

**Identifier Details :**

Name & address
Mr PIRAJUL ISLAM Son of Mr SAIDUL ISLAM Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India. PIN:- 700027. Sex: Male. By Caste: Muslim, Occupation: Business, Citizen of: India, Identifier Of Manju Kumari , Subhajit Dey

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Manju Kumari	M S MORYA CONSTRUCTION-9.01771 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	Manju Kumari	M S MORYA CONSTRUCTION-300 Sq Ft



**and Land or Building Details as received from KMC :**

Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
Assessment No. : 411221010053 Premises No. : 118F Ward No. : 122 Street Name : RAJA RAM MOHAN ROY ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : MRS. MANJU KUMARI Owner Address : 73/10, RAJA RAM MOHAN ROY ROAD , KOLKATA Pin No. : 700082	Character of Premises: Total Area of Land. 05 Cottah, 07 Chatak, 20 SqFeet.

**Note:**

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 01-03-2023) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 01-03-2023)
3. Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:  
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA

