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

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

17 JUN 2022

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this the 17<sup>th</sup> day of June, Two Thousand Twenty Two (2022) A.D.

**BETWEEN**

24867

15 JUN 2022

SL. No.....Date.....

Rs.....

Name.. Subhanakar Sarkar (Adv)

Address... Alipore Judges Court, Kol-27

**SMRITI BIKASH DAS**  
Govt. Licence Stamp Vender  
Alipore Police Court  
Kol-27

যদি কোনও ব্যক্তি এই স্টাম্পের  
ব্যবহার করে এবং এটি  
কোনও আইনগত দলিলের  
অংশ হিসেবে প্রদর্শিত হয়  
তবে এটি স্বীকৃত হবে।



District Sub-Registrar-III  
Alipore, South 24 Parganas  
17 JUN 2022



(1) **SRI GAUTAM SAHA**, (PAN: ASNPS8336G, AADHAAR NO. 6071 1979 8377), son of Late Kshitish Chandra Saha, by faith-Hindu, by Nationality-Indian, by Occupation-Service; and (2) **SMT. SUMITA SAHA**, (PAN: EKAPS6883P, AADHAAR NO. 2612 4999 8699), wife of Sri Gautam Saha, by faith-Hindu, by Nationality-Indian, by Occupation - Service, both residing at 43/1, Roy Bahadur Road, Post Office & Police Station : Behala, Kolkata - 700 034, hereinafter jointly called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**A N D**

**DEBA CONSTRUCTION**, a sole proprietorship firm, having its registered office at 64E, Kalipada Mukherjee Road, Post Office-Barisha, Police Station- Haridevpur, Kolkata-700008, represented by its sole proprietress- **SMT. SUMANA BHOWMICK**, (PAN: AIGPB3638P, AADHAAR NO. 7658 7121 8757), wife of Sri Debashis Bhowmick, by faith- Hindu, by occupation - Business, residing at 26/B, Motilal Gupta Road, Post Office-Barisha, Police Station: Haridevpur, Kolkata-700008; hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS** Sri Durga Prasanna Mukhopadhyay, Sri Girija Prasanna Mukhopadhyay, Sri Sunil Kumar Mukopadhyay and Smt. Kalyan Kumari Debi were the joint absolute owner in respect of **ALL THAT** piece and parcel of land measuring 8 Cottahs, be the same or a little more or less lying and situated in Dag No. 7148, Khatian No. 1491, of Mouza - Behala, J.L. No. 2, R.S. No. 83, Pargana - Balia, Police Station : Behala, within the then South Suburban Municipality, District : 24-Parganas, together with all right of easement facilities and amenities annexed thereto.

**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 07.04.1960 the said Sri Durga Prasanna Mukhopadhyay, Sri Girija Prasanna Mukhopadhyay, Sri Sunil Kumar Mukopadhyay and Smt.

Kalyan Kumari Debi sold, transferred and conveyed undivided 4/5<sup>th</sup> share being land measuring 6 Cottahs 6 Chittacks 18 Square Feet, be the same or a little more or less, out of **ALL THAT** piece and parcel of land measuring 8 Cottahs be the same or a little more or less lying and situated in Dag No. 7148, Khatian No. 1491, of Mouza – Behala, J.L. No. 2, R.S. No. 83, Pargana – Balia, Police Station : Behala, within the then South Suburban Municipality, District : 24-Parganas, unto and in favour of Haripada Saha and Kshitish Chandra Saha. The said Deed of Conveyance was registered in the office of District Sub-Registered Office at Behala and entered in Book No. I, Volume No. 24, Pages 287 to 291, Being No. 1584, for the year 1960.

**AND WHEREAS** by virtue of another registered Deed of Conveyance dated 30.07.1967 the said Sri Durga Prasanna Mukhopadhyay, Sri Girija Prasanna Mukhopadhyay, Sri Sunil Kumar Mukopadhyay and Smt. Kalyan Kumari Debi sold, transferred and conveyed undivided 1/5<sup>th</sup> share, being land measuring 1 Cottah 9 Chittacks 27 Square Feet, be the same or a little more or less, out of **ALL THAT** piece and parcel of land measuring 8 Cottahs be the same or a little more or less lying and situated in Dag No. 7148, Khatian No. 1491, of Mouza – Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, Pargana – Balia, Police Station : Behala, within the then South Suburban Municipality, District : 24-Parganas, unto and in favour of Haripada Saha and Kshitish Chandra Saha. The said Deed of Conveyance was registered in the office of District Sub-Registered Office Alipore at Behala and entered in Book No. I, Volume No. 81, Pages 221 to 225, Being No. 4702, for the year 1967.

**AND WHEREAS** by virtue of Purchase the said Haripada Saha and Kshitish Chandra Saha became joint absolute owners in respect of **ALL THAT** piece and parcel of land measuring 8 Cottahs, be the same or a little more or less, lying and situated in Dag No. 7148, Khatian No. 1491, of Mouza – Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, Pargana – Balia, within the then South Suburban Municipality, District : 24-Parganas.

**AND WHEREAS** for the better and beneficial enjoyment the said Haripada Saha and Kshitish Chandra Saha made oral amicable



partition of the aforesaid property by metes and bounds each having land measuring 4 Cottahs.

**AND WHEREAS** the said Haripada Saha got his name mutated in the records of South Suburban Municipality and the property known as Municipal Holding No.24/54, Sashi Bhusan Mukherjee Road, corresponding to Mailing Address 2, Sashi Bhusan Mukherjee Road, Police Station : Behala, Kolkata – 700 034, under Ward No.11.

**AND WHEREAS** the said Haripada Saha for the purpose of construction of the building upon the land, got a plan sanctioned plan from the then South Suburban Municipality, being Plan No. 24706 dated 11.11.1983 and in terms of the sanction plan, constructed a two storied building upon the aforesaid property and residing their with the members of his family.

**AND WHEREAS** subsequently the aforesaid property has been included within the territorial limits of the Kolkata Municipal Corporation, the said Haripada Saha got his name mutated in the records of the Kolkata Municipal Corporation and the property has since been known as KMC Premises No. 24, Sashi Bhusan Mukherjee Road, Police Station : Behala, Kolkata – 700 034, under Ward No.120.

**AND WHEREAS** by virtue of registered Deed of Gift dated 26.07.2001 the said Haripada Saha sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 4 Cottahs, be the same or a little more or less whereupon two storied building standing thereon lying and situated in Dag No. 7148, Khatian No. 1491, of Mouza – Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, Pargana – Balia, at and being KMC Premises No. 24, Sashi Bhusan Mukherjee Road, Police Station : Behala, Kolkata – 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No.120, together with all right of easements, facilities and amenities annexed thereto unto and in favour of Krishna Gopal Saha. The said Deed of Gift was registered in the Office of the Additional District Sub-Registrar Office at Behala and entered in Book No. I, Volume No. 55, Pages 127 to 134, Being No. 2441, for the year 2003.

**AND WHEREAS** it is pertinent to mention herein that Haripada Saha have 50% share out of the aforesaid property being land measuring 8 (eight) Cottahs and by virtue of amicable partition Haripada Saha became the owner and have allocated land measuring 4(four) Cottahs, but by virtue of the Deed of Gift dated 26.07.2001, he gifted and assigned land measuring 4 Cottahs 8 Chittacks, though he was not entitled to and actually transfer land measuring 4 Cottahs being the 50% out of 8 Cottahs which was purchased by the said Haripada Saha and his brother Kshitish Chandra Saha on the basis of the two registered Deed of Conveyance mentioned as aforesaid.

**AND WHEREAS** the said Kshitish Chandra Saha was also the owner in respect of **ALL THAT** piece and parcel of land measuring 4 Cottahs, be the same or a little more or less, lying and situated in Dag No. 7148, Khatian No. 1491, of Mouza – Behala, J.L. No. 2, R.S. No. 83, Pargana – Balia, Police Station : Behala, within the then South Suburban Municipality, District : 24-Parganas by virtue of amicable oral partition with his brother Haripada Saha.

**AND WHEREAS** the said Kshitish Chandra Saha constructed brick wall asbestos roofing structure upon **ALL THAT** piece and parcel of land measuring 4 Cottahs, be the same or a little more or less, lying and situated in Dag No. 7148, Khatian No. 1491, of Mouza – Behala, J.L. No. 2, R.S. No. 83, Pargana – Balia, Police Station : Behala, within the then South Suburban Municipality, District : 24-Parganas and residing there with the members of his family.

**AND WHEREAS** subsequently the aforesaid property has been included within the territorial limits of the Kolkata Municipal Corporation, the said Kshitish Chandra Saha got his name mutated in the records of the Kolkata Municipal Corporation and the property has since been known as KMC Premises No. 23, Sashi Bhusan Mukherjee Road, Police Station : Behala, Kolkata – 700 034, under Assessee No.41-120-11-0023-2 under Ward No.120 and enjoying the same by paying taxes and outgoings to the appropriate authority.

**AND WHEREAS** it is pertinent to mention herein that Kshitish Chandra Saha have 50% share out of the aforesaid property being land measuring 8 (eight) Cottahs and by virtue of amicable partition



Haripada Saha became the owner and have allocated land measuring 4(four) Cottahs, but he did not acquire land measuring 4 Cottah 2 Chittacks.

**AND WHEREAS** the said Kshitish Chandra Saha, died intestate on 27.03.1994 leaving behind his widow Bijoy Lakshmi Saha, two sons Gautam Saha and Siddhartha Saha as his heirs and successors and after the demise of Kshitish Chandra Saha his wife Bijoy Lakshmi Saha and two sons Gautam Saha and Siddhartha Saha became the joint owners of the aforesaid property.

**AND WHEREAS** the said Bijoy Lakshmi Saha died intestate on 11.06.2013 leaving behind her two sons Gautam Saha and Siddhartha Saha as her heirs and successors and after the demise of Bijoy Lakshmi Saha her two sons inherited her 1/3<sup>rd</sup> share and became the joint owners of the aforesaid property each having undivided 50% share therein.

**AND WHEREAS** the said Siddhartha Saha died intestate on 08.02.2017 leaving behind his widow Smt. Soma Saha and one son Somsiddha Deb Saha as his heirs and after the demise of Siddhartha Saha, his wife and son inherited his undivided 50% share in the aforesaid property being KMC Premises No.23, Sashi Bhusan Mukherjee Road and became the joint owners.

**AND WHEREAS** by virtue of a registered Deed of Gift dated 21.09.2017, the said Soma Saha and Somsiddha Deb Saha gifted their undivided 50% share out of **ALL THAT** piece and parcel of land measuring 4 Cottahs, be the same or a little more or less, whereupon brick wall tin roofing structure standing thereon, lying and situated in Dag No. 7148, Khatian No. 1491, of Mouza – Behala, J.L. No. 2, R.S. No. 83, Pargana – Balia, at and being KMC Premises No. 23, Sashi Bhusan Mukherjee Road, Police Station : Behala, Kolkata – 700 034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.120 under Assessee No.41-120-11-0023-2, unto and in favour of Sri Gautam Saha and Smt. Sumita Saha. The said Deed of Gift was registered at the office of Additional District Sub-Registrar, Behala, South 24 Parganas and entered in Book No.I, Volume

virtually divided it into two parts or from the aforesaid property

KMC Premises No.23, Sashi Bhusan Mukherjee Road, whereupon Building standing thereon, while Krishna Gopal Saha own and possesses of KMC Premises No.24, Sashi Bhusan Mukherjee Road.

**AND WHEREAS** for better and beneficial enjoyment of the aforesaid property the Owners herein namely Sri Gautam Saha, Sumita Saha along with Sri Krishna Gopal Saha appointed a skilful surveyor for taking physical measurement of the aforesaid property and after taking measurement of the aforesaid property the total area of land comes to 7 Cottahs 14 Chittacks out of 8 (eight) Cottahs and rest of land measuring 2 Chittacks has gone to road approach for its expansion.

**AND WHEREAS** the property being land measuring 7(seven) Cottahs 14(fourteen) Chittacks, be the same or a little more or less, has been divided into two parts being KMC Premises No. 23, Sashi Bhusan Mukherjee Road, containing land measuring 3(three) Cottahs 14 (fourteen) Chittacks, and 24, Sashi Bhusan Mukherjee Road, both Police Station : Behala, Kolkata - 700 034, containing land measuring 4(four) Cottahs, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.120, partitioned orally but for effective adjudication and for better and beneficial enjoyment the said Gautam Saha and Sumita Saha as party of the First part and Krishna Gopal Saha party of the Second part amicably partitioned the property by metes and bounds by executing and registering the Deed of Partition dated 17.06.2022. The said Deed of Partition was registered at the office of District Sub-Registrar-II at Alipore and entered in Book No.I, Being No. 07888 for the year 2022.

Gautam Saha.  
Sumita Saha



**AND WHEREAS** the predecessor of Sri Gautam Saha, Sumita Saha and Krishna Gopal Saha did not partitioned the aforesaid property by virtue of any instrument or from the Competent Court, though notionally divided it into two parts which was known and numbered as KMC Premises No.23 & 24 Sashi Bhusan Mukherjee Road, Police Station: Behala, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.120 out of which Gautam Saha and Sumita Saha own and possesses of the KMC Premises No.23, Sashi Bhusan Mukherjee Road, whereupon Building standing thereon, while Krishna Gopal Saha own and possesses of KMC Premises No.24, Sashi Bhusan Mukherjee Road.

**AND WHEREAS** for better and beneficial enjoyment of the aforesaid property the Owners herein namely Sri Gautam Saha, Sumita Saha along with Sri Krishna Gopal Saha appointed a skilful surveyor for taking physical measurement of the aforesaid property and after taking measurement of the aforesaid property the total area of land comes to 7 Cottahs 14 Chittacks out of 8 (eight) Cottahs and rest of land measuring 2 Chittacks has gone to road approach for its expansion.

**AND WHEREAS** the property being land measuring 7(seven) Cottahs 14(fourteen) Chittacks, be the same or a little more or less, has been divided into two parts being KMC Premises No. 23, Sashi Bhusan Mukherjee Road, containing land measuring 3(three) Cottahs 14 (fourteen) Chittacks, and 24, Sashi Bhusan Mukherjee Road, both Police Station : Behala, Kolkata - 700 034, containing land measuring 4(four) Cottahs, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.120, partitioned orally but for effective adjudication and for better and beneficial enjoyment the said Gautam Saha and Sumita Saha as party of the First part and Krishna Gopal Saha party of the Second part amicably partitioned the property by metes and bounds by executing and registering the Deed of Partition dated 17.06.2022. The said Deed of Partition was registered at the office of District Sub-Registrar-II at Alipore and entered in Book No.I, Being No. 07888 for the year 2022.

Gautam Saha.  
Sumita Saha

**AND WHEREAS** by virtue of amicable partition and ratified by subsequent Deed of Partition, Gautam Saha and Sumita Saha became the joint owners in respect of **ALL THAT** piece and parcel of land measuring 3(three) Cottahs 14 (fourteen) Chittacks, be the same or a little more or less, whereupon brick wall tin roofing structure measuring 500 square feet, standing thereon, lying and situated in C.S. Dag No. 7148, corresponding to R.S. & L.R. Dag Nos.10218 & 10219, under C.S. Khatian No. 1491, corresponding to L.R. Khatian Nos.10087 & 10088 of Mouza – Behala, J.L. No. 2, R.S. No. 83, Pargana – Balia, at and being KMC Premises No. 23, Sashi Bhusan Mukherjee Road, Police Station : Behala, Kolkata – 700 034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.120, under Assessee No.41-120-11-0023-2, together with all right of easements, facilities and amenities annexed thereto, which has been specifically described in the **SCHEDULE-“A”** hereunder and hereinafter called and referred to as the “***Said Premises***”.

**AND WHEREAS** for want of experience, expertise and also for paucity of funds, the Owners were not in a position to raise multi-storied building upon the said premises in amalgamation with each other into one premises as per plan to be sanctioned by the Kolkata Municipal Corporation for which the Owners were in search of a fittest person or concern, who could raise and construct the multistoried building upon the said premises.

**AND WHEREAS** the Party of the Other Part gained experience in the field of construction as Developer with sound financial standing. Being aware of such intention of the Owners, the Other Part approached the owners for construction of the proposed building.

**AND WHEREAS** being relied upon the aforesaid representation made by the Developer, the Owners have discussed the terms and conditions with the Developer for construction of a multistoried building as per plan to be sanctioned by the Kolkata Municipal Corporation and decided to enter into this Development Agreement incorporating the terms and conditions mentioned hereunder.

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



**ARTICLE-I: DEFINITIONS**

- 1.1. **OWNERS**: Shall mean and include (1) **SRI GAUTAM SAHA**, son of Late Kshitish Chandra Saha; and (2) **SMT. SUMITA SAHA**, wife of Sri Gautam Saha, both residing at 43/1, Roy Bahadur Road, Post Office & Police Station: Behala, Kolkata-700034, include their heirs, executors, administrators, legal representatives and assigns.
- 1.2. **DEVELOPER**: Shall mean and include **DEBA CONSTRUCTION**, a sole proprietorship firm, having its registered office at 64E, Kalipada Mukherjee Road, Post Office-Barisha, Police Station- Haridevpur, Kolkata-700008, represented by its sole proprietress-**SMT SUMANA BHOWMICK**, wife of Sri Debashis Bhowmick, residing at 26/B, Motilal Gupta Road, Post Office-Barisha, Police Station: Haridevpur, Kolkata-700008, and include successor-in-office and assigns.
- 1.3. **TITLE DEEDS**:- Shall mean all the documents of title and Ownership relating to the said premises and the same shall be handed over in original by the Owners to the Developer simultaneously on execution of this Agreement. The Developer shall acknowledge to receipt of those original documents on tendering of the same.
- 1.4. **SAID PROPERTY**:- Shall mean **ALL THAT** piece and parcel of land measuring 3(three) Cottahs 14 (fourteen) Chittacks, be the same or a little more or less, whereupon brick wall tin roofing structure standing thereon, lying and situated in C.S. Dag No. 7148, corresponding to R.S. & L.R. Dag Nos.10218 & 10219, under C.S. Khatian No. 1491, corresponding to L.R. Khatian Nos.10087 & 10088 of Mouza - Behala, J.L. No. 2, R.S. No. 83, Pargana - Balia, at and being KMC Premises No. 23, Sashi Bhusan Mukherjee Road, Police Station : Behala, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.120, under Assessee No.41-120-11-0023-2, together with all right of easements, facilities and amenities annexed thereto, morefully described in **SCHEDULE "A"**.
- 1.5. **BUILDING**: Shall mean the building to be constructed upon the land of the said property as per the Building Plan sanctioned by the Kolkata Municipal Corporation and shall include any additional constructions and/or floors that may be subsequently sanctioned and/or constructed from time to time.

- 1.6. **OWNERS' ALLOCATION**: Shall mean the allocation of the Owners as mentioned in **SCHEDULE-"B"** hereunder written.
- 1.7. **DEVELOPER'S ALLOCATION**: Shall mean the allocation of the Developer as mentioned in **SCHEDULE-"C"** hereunder written.
- 1.8. **COMMON PORTIONS FACILITIES & AMENITIES**: Shall mean and include corridors, hall ways, stair ways, passage ways, drive ways, common paths and passages, common lavatories, pump space, underground water reservoir, overhead water tank, ultimate roof of the building, lifts, lift landing on all floors, electrical transformer, electrical devices, water pump and motor and other facilities to be provided by the Developer for the enjoyment, maintenance and/or management of the Building as specifically mentioned in the **SCHEDULE "E"** hereunder written.
- 1.9. **COMPETENT AUTHORITY**: shall mean Kolkata Municipal Corporation, Government of West Bengal having at present the authority and powers to give permission for development of the said premises and to construct building(s) thereat and thereon as per building and other related plans to be sanctioned and approved by them or such other authority or authorities as are notified by the government in future for the said purposes.
- 1.10. **SANCTION PLAN**: Shall mean the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan and such other plans and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to the start of development/construction of the building at the said premises.
- 1.1. **APARTMENT(S)**: Shall mean and include dwelling units and flats as are created/built/constructed in the proposed building by the Developer for sale, transfer and/or use for residential or commercial or business or professional or occupational purposes or for any other related and ancillary purpose as per sanction plan of the competent authority.



- 1.2. **CAR PARKING AREAS/GARAGES:** Shall mean areas/spaces whether covered, uncovered or open, as are sanctioned by the competent authority in the proposed Building for parking of two wheelers, motor cars and vehicles and for use as garages for other means of conveyances.
- 1.3. **SALEABLE SPACE:** Shall mean units/floors/ flats /commercial spaces/car parking spaces/ spaces and other rights in the building available for independent use and occupation and shall include the proportionate share in the Common Portions Facilities & Amenities.
- 1.4. **COMMON EXPENSES:** Shall mean and include the expenses incurred for the purpose of maintaining the said Property and the Building including the common parts comprised in the said Property including matters relating to the mutual rights and obligations of the Developer, the Owners and nominee/s including the intending Purchasers/s and the common use and enjoyment thereof, which has specifically been mentioned in the **SCHEDULE-"F"** hereunder.
- 1.5. **THE ARCHITECT:** Shall mean a company or person who may be appointed by the Developer and who shall design and plan the construction of the proposed upon the said Property and obtain require sanction for construction of such Building from the appropriate authorities.
- 1.6. **BUILT UP AREA :** Shall mean and include the covered area of the unit/commercial space/apartment/flat and including external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan to be Sanctioned by the competent authority being the Kolkata Municipal Corporation.
- 1.7. **CARPET AREA:-** Shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment(s).
- 1.8. **THE ADVOCATE:-** Shall mean Subhankar Sarkar and his associates who has been appointed by the Developer for preparing all

Agreements, Deeds and documents relating to transfer of the Saleable Space and incidental thereto.

- 1.9. **TRANSFEEE**: Shall mean any individual Hindu Undivided Family, Partnership Firm, Limited Liability Partnership, Company, Trust, Society or any other legal entity to whom any part of the Saleable Space in the Building comprised in the said Property including units/floors/ flats/commercial spaces/car parking spaces/ spaces is agreed to be transferred by way of sale or lease.
- 1.10. **ROOF/TERRACE**: Shall mean the ultimate roof of the Building shall be treated as common all the Owners of the building.
- 1.11. **NOTICE**: - Shall mean and include all notices to be served hereunder by either of the parties to the other and such notices shall deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the concerned party hereto.
- 1.12. **SINGULAR**: Shall include plural and vice versa.
- 1.13. **MASCULINE**: Shall include feminine and neuter gender and vice versa.
- 1.14. **TENANT**: Shall mean and include two tenants in the said premises under the Owner in respect of the said property.

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

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

#### **ARTICLE-III: OWNERS' RIGHT & REPRESENTATIONS**

- 3.1. The Owners hereto are absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 3(three) Cottahs 14 (fourteen) Chittacks, be the same or a little more or less, whereupon brick wall tin roofing structure standing thereon, lying and situated in C.S. Dag No. 7148, corresponding to R.S. & L.R. Dag Nos.10218 & 10219 under C.S. Khatian No. 1491, corresponding to L.R. Khatian Nos.10087 & 10088 of Mouza – Behala, J.L. No. 2, R.S. No. 83, Pargana – Balia, at and being KMC Premises No. 23, Sashi Bhusan Mukherjee Road, Police Station : Behala, Kolkata – 700 034, within the territorial limits of the Kolkata



Municipal Corporation, in its Ward No.120, under Assessee No.41-120-11-0023-2, together with all right of easements, facilities and amenities annexed thereto.

- 3.2. Save and except the Owners herein nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of and in the said premises.
- 3.3. The said premises is free from all encumbrances, charges, liens, disputes, claims, attachments, mortgages, power of attorneys, trusts, tenancy rights, legal and court cases whatsoever or howsoever.
- 3.4. The Owners have mutated their names in the records of Kolkata Municipal Corporation.
- 3.5. Since the day of execution of this agreement and till the completion of the proposed building and sale of all the saleable space; if any person/s claims any kind of right, title and interest in respect of the said premises, the Owners shall be fully liable for the same and pay the amount of expenses and amounts to be or may be incurred and/or paid by the Developer towards the same.
- 3.6. The Owners have not sold or entered into any agreement for sale and/or development or any other kind of agreement whatsoever or howsoever in respect of the said premises prior to this agreement.
- 3.7. The said premises are not subject to any notice of acquisition or requisition from any person/authority/govt. and the Kolkata Metropolitan Authority.
- 3.8. There is a brick wall tin roofing structure upon the said premises and the Owners are giving liberty to the Developer to demolish the existing building after obtaining sanction of the building plan and all the debris shall go to the Developer and the Developer shall have liberty to sell the said debris to the third party and receive amount and the Owners shall not claim any amount for such debris.

**ARTICLE-IV: DEVELOPER'S RIGHT**

- 4.1. The Owners herein, hereby grant exclusive rights to the Developer to develop the three properties i.e. said premises into one premises after amalgamating it from the Kolkata Municipal Corporation after

ratification of all formalities by way of constructing a building(s) in accordance with the building sanction plan of the competent authority with or without any amendment/change/alterations and/or modifications thereto made or caused to be made by the parties hereto.

- 4.2. That the Developer will pay expenses for amalgamation, obtaining sanction of the building plan and shall bear all expenses towards plan sanction and other applicable fees, building & construction materials, labour cost, legal fees and all construction charges of the building and to complete it in all respects at its own costs or at the cost of the intending Allottee or Allottees including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises and the Owners shall not have any responsibility in these respects.
- 4.3. It is made clear that save and except the share of the Owners in the proposed building as mentioned in **SCHEDULE-"B"**, hereunder; all units/floors/ flats/ car parking spaces/ spaces will be the exclusive property of the Developer herein and if the Developer so desires, the same could be disposed of by the Developer to the prospective buyer(s) at any sale consideration value or price, which the Developer may decide at its sole discretion.
- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer other than exclusive rights and license to the Developer for the purpose of development of the said premises in terms hereof and to deal with the Developer's Allocation of the saleable area of the building.
- 4.6. The Developer shall have right to publish and issue advertisements or put out hoardings at any place or at the site of the premises to draw the attention of the prospective buyers of the units/floors/ flats/ car parking spaces/ spaces of the proposed building/s.
- 4.7. The Developer shall have liberty to demolish the existing building and shall sell all the debris in his discretion to the intending buyer or



buyers and receive the entire consideration amount but the Owners shall not claim any amount towards sale of the debris from the Developer.

**ARTICLE-V: CONSIDERATION**

- 5.1. In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said premises to the Developer and the Developer agrees and/or undertakes to allot the Owners' Allocation to the Owners as more fully and particularly mentioned in the **SCHEDULE-"B"** hereunder written, while the Developer will have the allocation as per **SCHEDULE-"C"** mentioned hereunder.
- 5.2. The Developer shall have full liberty and rights to sell his portion of the saleable area in terms of the Development Agreement to the intending allottees/ buyer/s and to receive the sale consideration/ Advance amount as per his allocation of the saleable area and as mentioned in the **SCHEDULE "C"** hereunder.
- 5.3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said plot of land or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by constructing the building(s) on the said premises and to deal with the Developer's Allocation in the building in the manner herein stated, without creating any liability, financial or otherwise, whatsoever upon the Owners.

**ARTICLE-VI: POSSESSION**

- 6.1. The Owners shall handover vacant and peaceful possession of the said premises to the Developer within 24 (twenty four) months from the date of sanction of the building plan and on execution of this Agreement, handover original papers and documents of Ownership/ title relating to the said premises to the Developer.

**ARTICLE-VII: PROCEDURE**

- 7.1 Simultaneously on execution and registration of this Agreement, the Owners shall grant proper authority to the Developer by executing and registering a General Power of Attorney in favour of the Developer in

such format as may be required by the Developer for the purpose of construction of the proposed building as per sanction plan of the Competent authority and for development of the said premises and for selling out the units/floors/ flats/ car parking spaces/ spaces of its share/allocation together with undivided share of

the land to the intending allottee/s through Deeds of Conveyance/s, Agreements for Sale and to sign and execute all necessary papers, deeds, documents, etc. in respect of Developer's Allocation of the saleable area only and also to represent the Owners for all purposes in connection with all appropriate and necessary works and deeds/acts before the appropriate authorities, agencies, departments etc provided however the same shall not create financial liabilities upon the Owners. The Owners and the Developer shall sale its specific units/floors/ flats/ car parking spaces/ spaces in their respective allocation on the basis of the said Power of Attorney and this development agreement to the intending allottees/ buyers.

- 7.2 Apart from the said registered Power of Attorney; the Owners also do hereby undertakes that they shall execute as and when necessary all required papers, deeds, documents, plans etc. for the purpose of development of the said premises, if and as shall be necessary.
- 7.3 The Owners shall sign and execute application, deeds and documents in respect of the said property being KMC Premises No. 23, Sashi Bhusan Mukherjee Road, Police Station : Behala, Kolkata – 700 034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.120.
- 7.4 The Developer shall keep certified copy of the sanctioned Architectural building Plan and the Structural Plan in its custody and provide the Owners with the original of the same.
- 7.5 Simultaneously on execution of this Development Agreement, the Owners shall also hand over original title deeds, mutation certificate, paid tax receipts and other muniments relating to the title of the said premises to the Developer. The Developer shall acknowledge to receipt of the same. The Developer shall handover all those and such original documents to the "Owners Association or body". After completion of



the building and after the grant of completion /occupancy certificate by the competent authority.

- 7.6 The Developer shall execute and register the Agreements for Sale and Deeds of Conveyance in respect of its allocated portion of saleable area as mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Allottee(s)/Nominee(s) as selected and fixed by the Developer, on the basis of the said registered Power of Attorney to be given and executed by the Owners as per para No.7.1 above.
- 7.7 The Developer shall keep the original Development Agreement & Power of Attorney in its custody, while the Owners shall keep a certified copy of the same.
- 8.1. The Developer shall on completion of the building, put the Owners in undisputed possession of the Owners' allocation of the saleable area **TOGETHER WITH** the rights in common facilities and amenities to be enjoyed proportionately with other allottees/buyers/Owners of apartment(s)/ car parking areas. However, the Developer shall hand over possession to buyers from its allocation after handing over the Owners' allocation in entirety. The Developer shall have no authority to handover possession to the buyers from their allocation before handing over possession of the Owners' allocation. The Developer shall have liberty to execute Agreements for Sale/s and Deeds of Conveyance/s in respect of its allocation in the proposed building but hand over possession of its allocation to its Nominee/ Allottee(s)/ buyers only after handing over possession of the Owners' allocation to the Owners.
- 8.2. The Owners will be entitled to transfer or otherwise deal with the Owners' allocation of the saleable area in the building.
- 8.3. That save and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder, the common arrears, facilities and amenities will be jointly possessed and enjoyed by the Owners and the Developer and their heirs and nominees including the intending buyers/allottees/ Owners of the apartments and the Developer shall have exclusive right to dispose of their portions in any manner whatsoever.

- 8.4. The Developer shall be exclusively entitled to its own allocation with the right to transfer, or otherwise deal with or dispose of the same and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation provided that the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.
- 8.5. The Developer being the party of the Other Part in the agreement, shall be at liberty with exclusive rights and authority to negotiate for sale of units/floors/flats/car parking spaces/spaces together with proportionate share of land (excluding the accommodation provided under Owners' allocation, as mentioned herein before), of the said proposed building on the said premises with any prospective allottees/buyers on or before or during the course of the construction work of the said building at such sale consideration and price and on such terms and conditions as the Developer may think fit and proper at its sole discretion. It is clearly agreed and declared by the parties herein that the consideration/sale money for such sale and transfer of Developer's allocation as aforesaid, including earnest money or initial payments or part payments thereof shall be received by the Developer directly in its account and the Owners' herein will have no right and share and will not be entitled to any portion thereof.
- 8.6. The Developer shall be entitled to enter into agreement(s) for sale/s in respect of Developer's allocation on the basis of the registered General Power of Attorney and shall be entitled to sign all necessary papers, documents and agreements for such purpose on behalf of the Owners by virtue of the same registered Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owners.
- 8.7. The Developer on behalf of the Owners shall execute and register the Deed of Conveyance or Conveyances or sale deeds in favour of the intending Allottees /buyers out of the Developer's allocation of the saleable area of the building and also to convey the undivided proportionate share of the land of the said premises, save and except the Owners' allocation, on the strength of the registered General registered Power of Attorney, however the costs of such conveyance



deeds or conveyances or sale deeds including cost of non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Allottees or Allottees or buyers thereof.

**ARTICLE-IX: BUILDING**

- 9.1. The Developer shall at its own costs construct, erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and/or as may be recommended by the Architect from time to time.
- 9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided such quality is not inferior to the standards as mentioned in the applicable Building Laws.
- 9.3. The Developer shall install and erect in the said proposed building at the Developer's own costs standard new water pump set with motor, water storage tanks, overhead reservoirs, electric wiring and electrical fittings (BUT excluding fans, geysers, air conditions and other gadgets) and other facilities as are required to be provided in a building having self-contained apartment(s)/car parking areas/ garages/ shop(s) constructed for sale herein on Ownership basis and as mutually agreed.
- 9.4. The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of cement, all types of steels, bricks other building materials and accessories for the construction of the building as a whole and to similarly apply for and obtain temporary and permanent connections of power, water, drainage sewerage and/or other facilities, if any, available to the new building and other inputs and facilities required for the construction of and enjoyment of the building.
- 9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owners, construct and complete the said proposed building along with its various apartments

(units/floors/ flats/ car parking spaces/ spaces), therein in accordance with the sanction building plan.

- 9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owners will have no responsibility and/or liability in this respect to the Architect.

**ARTICLE-X: COMMON FACILITIES**

- 10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due as and from the date of this agreement till handover of the entire building to the respective allottees.
- 10.2. As soon as the building is completed, the Developer shall after obtaining completion/occupancy certificate from competent authority and drainage connection, give written notice to the Owners requiring the Owners to take possession of the Owners' allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any and as are levied on the building as a whole.
- 10.3. The Owners and the Developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon by and between the Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either or them as the case may be consequent upon a default by Owners or the Developer in this behalf.
- 10.4. Any transfer or any transfer of any part of the Owners' Allocation of the new building shall be subject to the other provisions hereof and the respective transferee/s or allottees shall have to be responsible in



respect of the space transferred and to pay the said rates and service and maintenance charges for the common facilities in accordance with law.

- 10.5. If any person/buyer fails to pay maintenance charges in respect of his/her/their particular area/apartment, in that event he/she/they will have to pay interest as would be mutually determined between the Owners/Developer's and the buyers/allottees of the apartments.
- 10.6. The Owners shall not do any acts, deeds or things whereby the Developer shall be prevented or obstructed from construction and completion of the said building, as per approved plan.
- 10.7. Both the Developer and Owners herein shall enjoy their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

**ARTICLE-XI: COMMON RESTRICTION**

The Owners' allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which restrictions shall include the following:-

- 11.1. Neither party shall use or permit the use of their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal, immoral trade or activity and nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 11.3. Neither party shall transfer or permit to transfer their respective allocations or any portion thereof unless :-

- a. Such party shall have reasonably observed and performed the terms and conditions on their respective part to be observed and/or performed as per this development agreement.
  - b. The proposed transferee(s) shall have given a written undertaking to the effect that such transferee(s) shall remain bound by the terms and conditions hereof and of these presents and further that such transferee(s) shall pay all and whatsoever shall be payable in relation to the area of their respective possession.
- 11.4. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws, rules and regulations.
  - 11.5. The respective allottees/buyers shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any such breach.
  - 11.6. Neither party shall do or cause or permit to be done any act or thing which may render void and violate any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
  - 11.7. No goods or other items shall be kept by either party or by the allottees for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
  - 11.8. Neither party and/or the allottees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or



accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

- 11.9. Either of the parties shall permit the other's agents with or without workmen and others at all reasonable times to enter into and upon the each party's allocation for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, sewer lines, electrical lines , gas and water pipes and electric wires and for any similar purpose.

**ARTICLE-XII: OWNERS' OBLIGATIONS**

- 12.1. The Owners doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owners or their agents, servants, representative or impediment to such construction; the Owners will be liable for such losses and damages.
- 12.2. The Owners doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said premises in favour of the intending buyers of units/floors/ flats/ car parking spaces/ spaces in the said building. The Owners further gives undertaking for and on behalf of their agents, servants, representatives for similar acts at their own liability and responsibility subject to fulfillment of the Developer's obligation to the Owners as agreed upon herein.
- 12.3. The Owners doth hereby agree and covenant with the Developer not to let out, grant, lease mortgage, and/or charge or part with possession of the said premises or any portion thereof before date of completion of the construction without the consent in writing of the Developer on and from the date of execution of this development Agreement.
- 12.4. The Owners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building or apartment's

therein save and except in case of any confirmed illegal acts and default of the Developer. It is recorded herein that the completion period of the proposed building shall be within **18 (eighteen)** months with a grace period of **3(three)** months from the date of sanction of the building plan. or from the date of handing over vacant possession of the said premises, whichever is later.

- 12.5. The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreement.
- 12.6. The Owners hereto without being influenced or provoked by anybody do hereby categorically undertake that, as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owners hereto, the Owners henceforth and for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the Power of Attorney, except otherwise mentioned within this agreement and the Developer shall be at liberty to receive any amounts from any Allottee/Allottees in its own name and to appropriate the said amounts and sale proceeds of the apartment(s)/ car parking areas/ garages of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owners hereto. Be it recorded that the money collected by the Developer from the allottee/allottees shall not in any way fasten the Owners with any liability nor shall it create any charge upon the said premises or any part thereof.
- 12.7. The Owners shall pay the entire outstanding tax amount in respect of the said premises to the Kolkata Municipal Corporation and the Developer shall have no liability or responsibility to make payment of the amount as outstanding tax to the Kolkata Municipal Corporation.
- 12.8. The Owners shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Owners' Allocation



of the saleable area as mentioned in **SCHEDULE-"B" and also** in respect of units/floors/ flats/ car parking spaces/ spaces of the intending Allottee/s or buyers who want to purchase and/or buy the same from the Owners out of the Owners' Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Owners shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without much hassle.

- 12.9. The Owners do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises due to the Owners' fault, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation sorted out. If the Owners unable to handover possession of the said premises within 30 (thirty) days from the date of sanction plan, subject to the Developer making arrangements at its own cost for temporary rehabilitation of the Owners' as mentioned in clause 6.1 herein, the time for completion of the building would be counted from the date of handing over possession of the said premises to the Developer.
- 12.10. The Developer will be solely liable and responsible to negotiate and/or deal with the Tenants and the Owners shall have no liability in it.

**ARTICLE-XIII: DEVELOPER'S OBLIGATIONS**

- 13.1. The Developer doth hereby agree and covenants with the Owners to complete the construction of the building within **18 (eighteen)** months within grace period of **3(three)** months from the date of sanction of the building plan or from the date of handing over vacant possession of the said premises, whichever is later. Time should be essence of the contract.
- 13.2. The Developer hereby agrees and covenants with the Owners not to do any act deed or things whereby the Owners are prevented from

enjoying, selling, assigning and/or disposing of any of the Owners' allocations in the building at the said premises.

- 13.3. The Developer doth hereby agree and covenant with the Owners not to transfer and/or assign the rights and benefits of this development agreement in full or any portion thereof to any party or parties without the consent in writing of the Owners. The Developer is liable to hand over the Owners' allocation to the Owners first and then the Developer shall handover possession of its Allocation to the intending allottees/nominees.
- 13.4. The Developer hereby agrees and covenants with the Owners not to violate or contravenes any of the provisions and rules applicable to the construction of the said proposed building.
- 13.5. The Developer hereby agrees and covenants with the Owners not to part with possession of the Owners' Allocation or any portion thereof to any third party but the Developer may deliver or part with possession of its own allocated portion to any person and can enter into agreement(s) with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.
- 13.6. The Developer shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Developer's Allocation of the saleable area as mentioned in **SCHEDULE-"C" and also** in respect of units/floors/ flats/ car parking spaces/ spaces of the intending Allottee/s or buyers, who want to purchase and/or buy the same from the Developer out of the Developers' Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Developer shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/ allottees of the apartments to get necessary bank/institutional loans with ease and without many hassles.



- 13.7. The Developer shall obtain all papers and documents relating to the said premises at its cost and expenses for causing sanction of the building plan from the competent authority. The Owners shall have no liability or responsibility to obtain any documents for causing necessary sanction of the building plan.
- 13.8. The Developer shall not assign this development agreement to any other third party without the prior written approval of the Owners.
- 13.9. Upon sanction of the building plan, the Developer shall forward to the Owners Party's Copy of all such sanction plan.
- 13.10. In the event of any notice being received and/or legal dispute arising from the Kolkata Municipal Corporation or any statutory body due to deviating the original sanction of the Kolkata Municipal Corporation, the Developer shall keep the Owners forever indemnified and unharmed against such notices or legal action by taking appropriate legal steps including payments of all legal charges, claims and / or all penalty charges arising thereof for all times to come as and from the date of execution of the Development Agreement.
- 13.11. The Developer shall arrange to demolish the existing building in the said premises by its own effort and expenses and shall enjoy the sale proceeds of the existing building materials along with the fittings and fixture.
- 13.12. There are two tenants residing at the said premises and the Developer shall take responsibility to rehabilitate or evict or pay compensation for vacating the tenants at its own cost and expenses.
- 13.13. The Developer at its own cost and expenses shall do the following:-
- a) To obtain sanction of the building plan from the Kolkata Municipal Corporation in the amalgamated premises.
  - b) To make construction of the building as per sanction of the building plan.

**ARTICLE-XIV: OWNERS' INDEMNITY**

- 14.1. The Owners hereby undertakes that the Developer shall be entitled to the to the building(s) to be constructed on the said premises and shall enjoy its allocated space without any interference or disturbances by

or on the part of the Owners provided the Developer performs and fulfills the terms and conditions herein contained and/or in its part to be observed and performed.

**ARTICLE-XV: DEVELOPER'S INDEMNITY**

- 15.1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of accident or omission or commission of the Developer in relation to the construction of the said building and the Developer shall also be fully responsible if the construction fails down due to inferiority of the materials and other latent defects thereto.
- 15.2. The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developers' action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

**ARTICLE-XVI: MISCELLANEOUS**

- 16.1. The Owners and the Developer have entered into this Development Agreement purely as a contract on basis of this joint venture agreement and under no circumstances this shall be treated as Partnership and/or Associations of persons in between the Owners and the Developer.
- 16.2. Immediately after possession of premises is given by the Owners, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanction building plan.
- 16.3. The Owners and Developer shall not be liable for any Income Tax, Goods and Service Tax, Wealth Tax or any other taxes in respect of the each other's allocation and the respective party shall be liable to make payment of the same and keep the other affected party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 16.4. The Developer and/or its nominees/assignees and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owners hereby agree to abide by all the rules and regulations to be framed by any



society/ association and/or any other organization which will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear that the allottees/buyers/ Owners of the respective units/floors/ flats /car parking spaces/ spaces of the said building, after the handover of the possession to them by the Developer and Owners; shall maintain the same themselves and/or through an association/society to be formed for such purpose.

- 16.5. As and from the date of completion of the building; the Developer and/or its transferees/buyers/allottees and the Owners and/or their transferees/buyers/allottees shall each be liable to pay and bear the proportionate charges on account of ground rent, wealth taxes, municipal tax, property tax and other taxes and maintenance charges payable in respect of their respective spaces/flats/apartments.
- 16.6. In the proposed building to be constructed by the Developer, the Developer shall provide the following specifications as more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written in the apartments/flats of the Owners share/allocation and the Developer shall solely be responsible for any defects in the items provided. However the specifications of the apartments and the materials and facilities to be provided in the apartments/spaces in the Developer's share/allocation shall be solely decided by the Developer.

**ARTICLE-XVII: FORCE MAJEURE**

- 17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations are prevented by the existence of the "**Force Majeure**" and accordingly shall be suspended from the obligations during the duration of the "**Force Majeure**".
- 17.2. "**Force Majeure**" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is

attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riots, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labor, any legislation, regulation, ruling or omissions (including delay or failure to grant or get any necessary permissions or sanctions for reasons outside the control of either Party) or for any orders from any authorities/governments/courts.

**ARTICLE- XVIII : PENALTY**

- 18.1. If the Developer unable to make construction of the building upon the said property within 18 (eighteen) months from the date of obtaining sanction of the building plan, the Developer shall pay penalty of Rs.5,000/- per month to the Owners till handing over possession of the Owners' allocation subject to condition that the Owners shall handover possession of the said property including the building to the Developer simultaneously, on sanction of the building plan or as and when the said property including the building shall be handed over, the time for completion of the building would be started.

**ARTICLE-XIX: JURISDICTION**

- 19.1. All dispute and differences arising out of this Agreement or in relation to determination of any liability of the parties hereto or to the construction and interpretation of any of the terms herein and the meaning thereof the parties shall try to resolve the disputes amicably first, otherwise the parties shall have liberty to take recourse of law by instituting Civil and Criminal Proceeding before the Competent Court of Law, where jurisdiction lies.

**ARTICLE-XX – GENERAL CLAUSE**

- 20.1. Unless otherwise advised in writing by either party to the other, the addresses for service of Notices of the Owners shall be to their respective address as mentioned in this Development Agreement.



- 20.2. A notice and all other legal communications shall be served in writing under registered/speed post against acknowledgement.
- 20.3. Notices and all other legal communications shall be served in writing under registered post against acknowledgement by either of the Parties or to the respective Owners and the Developer.
- 20.4. The Developer shall retain, the original and the Owners shall retain certified copy of the Development Agreement with Development Power of Attorney.
- 20.5. The head notes hereto are for the purpose of convenience and reference only and shall not be taken into account or, considered in constructing or interpreting any of the provisions thereof.
- 20.6. This Agreement supersedes, merges, all earlier Development Agreements, Memorandum of Understanding, writings, agreement entered into this respect by and between parties hereto and this Agreement will prevail wherever the terms in such documents are not consistent with this Agreement. The amount paid or received or any other transaction entered into under earlier documents is treated as made in pursuance of this Agreement.
- 20.7. All rights and authorizations towards any change/amendment/modification/approval with respect to any of the terms and conditions/clauses and the referred confirmations in writing by both the parties to this agreement.
- 20.8. The Parties have received, read and understood the terms and conditions herein and the rules and regulations of this agreement.

**THE SCHEDULE-"A" ABOVE REFERRED TO**

*(Description of the said premises)*

**ALL THAT** piece and parcel of land measuring 3(three) Cottahs 14 (fourteen) Chittacks, be the same or a little more or less, whereupon brick wall tin roofing structure measuring 500 square feet standing thereon, lying and situated in C.S. Dag No. 7148, corresponding to R.S. & L.R. Dag Nos.10218 & 10219, under C.S. Khatian No. 1491, corresponding to L.R. Khatian Nos.10087 & 10088 of Mouza - Behala, J.L. No. 2, R.S. No. 83, Pargana - Balia, at and being KMC Premises No. 23, Sashi Bhusan Mukherjee Road, Police Station : Behala,

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Kolkata – 700 034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.120, under Assessee No.41-120-11-0023-2, together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded as follows :-

- ON THE NORTH** :- By Property of Krishna Gopal Saha;  
**ON THE SOUTH** :- By 8'-0" Cement Concrete Road;;  
**ON THE EAST** :- By 14'-5" wide KMC Road;  
**ON THE WEST** :- By 8'-0" Cement Concrete Road;

**THE SCHEDULE "B" ABOVE REFERRED TO**  
***(Owners' Allocation)***

In lieu of the land of the said premises, the Owners will be entitled to get entire First floor and a two bed room flat in the Third Floor on the South-Western side of the proposed building consisting of units/floors/ flats/car parking space(s) and 2 nos. of car parking spaces in the Ground Floor (one on the east facing & another on the south facing) in the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed thereto.

**THE SCHEDULE - "C" ABOVE REFERRED TO**  
***(Developer's Allocation)***

In lieu of making construction of the proposed building, the Developer is entitled to get remaining constructed area i.e. entire 2<sup>nd</sup> floor, a three bed room flat in the Third Floor on the South-Eastern side of the proposed building consisting of units/floors/ flats /car parking space(s) and in the Ground floor, the balance car parking space and flat (except two car parking space of the owners' allocation), together with undivided impartible and proportionate share of the land of the said property including all right of easements common facilities and amenities annexed thereto.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
***(Common Areas/Portions)***

1. Entrance and exits to the said property and the proposed building.
2. Boundary walls and main gate of the said property and proposed building.



3. Roof Top of the proposed building/s.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters, pumps & motors will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room, if any.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said property and the said Building as are necessary for passage and user of the flats/ units in common by the co-owner.
9. Land underneath of the proposed building.
10. Lift and lift machine room.
11. Septic Tank.

**THE SCHEDULE "E" ABOVE REFERRED TO**

**(Common expenses)**

On completion of the building, the Owners, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;

- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owners in common;
- d) Municipal Tax, water tax and other levies in respect of the said property and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owner in common;

**THE SCHEDULE "F" ABOVE REFERRED TO**  
**WORK SCHEDULE/SPECIFICATION (FOR EACH TENEMENT)**

**A. CONCRETE WORK:**

- 1. R.C.C. framed structure as per design.

**B. BRICK WORK:**

- 1. All external walls to be 200 mm thick with 1:5 cement sand ratio properly cured.
- 2. All internal walls 75 mm and partition wall between the two flats 125 mm thick with 1:6 cement sand ratio properly cured.

**C. PLASTERING AND FINISHING:**

- 1. All external plaster to be 20 mm thick in 1:6 cement sand ratio properly cured.
- 2. All internal plaster to be 12 mm thick in 1:6 cement sand ratio properly cured.

**D. DOORS:**

- 1. All door frame to be 2 ½" x 4" made wood properly seasoned.
- 2. All main entrance doors should be of wooden type 35 mm thick.



3. All internal doors should be of flush door type, machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete.
- E. WINDOWS:**
1. All windows are of Aluminum with anodized made with 3.5 mm glass panels with M/S grill of approved design by the architect.
- F. FLOORING:**
1. Vitrified to be laid on all rooms, kitchen toilets and skirting 4" high and in bath room ceramic tiles to be laid down.
- G. PAINTINGS AND DECORATION:**
1. Putty finishes on all internal walls over plaster.
  2. Two coats of fine white washing to the interior surface of staircase, landing, garage etc.
  3. One cement primer weather coats of Berger Paints of two coats outside of building.
- H. SANITARY & PLUMBING:**
1. P.V.C. pipes I.S.I. approved and C.P. bib cocks and stop cocks Essco C. P. fitting.
  2. Each toilet is to be provided with:-
    - (a) White porcelain wash basin with C.P. water fittings P.V.C.
    - (b) C.P. Bib cock – 2 nos. and 25 dia P.V.C.
    - (c) One hot water line with all fittings excluding Geyser.
    - (d) E.T.W.C. black and white porcelain including approved seat cover and P.V.E. low down cistern with all fitting fixtures complete.
    - (e) Stainless steel shower rose wall type with control valves.
- I. KITCHEN:**
1. With C.P. waste fitting, P.V.C. waster pipe and C.P. Connector, C.P. stop and bib cock etc.
  2. 100 dia floor trap 1 nos.
  3. Kitchen counters will be provided with black stone and back wall to be finished with colour glazed tile of 3'-0" high along with steel sink on the adjacent wall.
- J. ELECTRICITY:**

1. All electric wire and cable will be of copper and all specification and workmanship as per I.S. rules including fire proof.
2. Electric points in flats will be provided 15-20 points (approx.)
3. Building is to be provided with earthing.

**K. LIFT :**

4 (four) passenger lift of repute make,

**IN WITNESS WHEREOF** the **PARTIES** have put their respective signature on this the day, month and year first above written.

**SIGNED SEALED & DELIVERED**

by the **PARTIES** in the Presence of :-

**WITNESSES :-**

1. *Debasini Bhounick*  
26 B, M.L. Gupte  
Road, Kol-8

*Gautam Saha.*  
*Sumita Saha*

2 *Agnivo Saha*  
43/1, Roy Behadur Road  
Behala, Kol-34

Signature of the **OWNERS**

Deba Construction

*Sumana Bhounick*  
Proprietor

Signature of the **DEVELOPER**

**Drafted by and Prepared**  
**in my office :-**

*Subhankar Sarkar*  
**Subhankar Sarkar**

Advocate

Enrolment No. WB/205/1997 of  
Bar Council of West Bengal,  
Alipore Judges' Court, Kolkata : 700027.





District Sub-Registrar-II  
Alipore, South 24 Parganas

17 JUN 2022



Left Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SRI GAUTAM SAHA

Signature : *Gautam Saha*



Left Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SMT. SUMITA SAHA

Signature : *Sumita Saha*



Left Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SMT. SUMANA BHOWMICK

Signature : *Sumana Bhowmick*





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

**GRN Details**

<b>GRN:</b>	192022230048579278	<b>Payment Mode:</b>	Online Payment (SBI Epay)
<b>GRN Date:</b>	13/06/2022 11:03:28	<b>Bank/Gateway:</b>	SBIEpay Payment Gateway
<b>BRN :</b>	9868888635212	<b>BRN Date:</b>	13/06/2022 11:07:50
<b>Gateway Ref ID:</b>	202216449311645	<b>Method:</b>	State Bank of India New PG DC
<b>Payment Status:</b>	Successful	<b>Payment Ref. No:</b>	2001693417/1/2022 [Query No*/Query Year]

**Depositor Details**

<b>Depositor's Name:</b>	SUMANA BHOWMICK
<b>Address:</b>	KOLKATA-8
<b>Mobile:</b>	8337060038
<b>E-Mail:</b>	dconstruction.2012@gmail.com
<b>Contact No:</b>	8337060038
<b>Depositor Status:</b>	Others
<b>Query No:</b>	2001693417
<b>Applicant's Name:</b>	Mr Subhankar Sarkar
<b>Identification No:</b>	2001693417/1/2022
<b>Remarks:</b>	Sale, Development Agreement or Construction agreement

**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001693417/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	10020
2	2001693417/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>10041</b>

**IN WORDS: TEN THOUSAND FORTY ONE ONLY.**

## Major Information of the Deed

Deed No :	I-1602-07891/2022	Date of Registration	17/06/2022
Query No / Year	1602-2001693417/2022	Office where deed is registered	
Query Date	06/06/2022 8:21:36 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subhankar Sarkar Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8276936406, 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. 60,63,750/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,070/- (Article:48(g))	Rs. 53/- (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:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sashi Bhushar Mukherjee Road, Road Zone : (Premises Not located on Roy Bahadur Road (Ward-120) -- ) , , Premises No: 23, , Ward No: 120 Pin Code : 700034






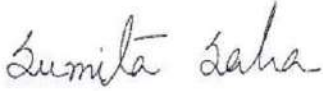
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	3 Katha 14 Chatak		59,28,750/-	Width of Approach Road: 15 Ft.,
<b>Grand Total :</b>				<b>6.3938Dec</b>	<b>0 /-</b>	<b>59,28,750 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	0/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>500 sq ft</b>	<b>0 /-</b>	<b>1,35,000 /-</b>	



**Land Lord Details :**




SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr GAUTAM SAHA (Presentant)</b> Son of Late Kshitish Saha Executed by: Self, Date of Execution: 17/06/2022 , Admitted by: Self, Date of Admission: 17/06/2022 ,Place : Office			
	17/06/2022	LTI 17/06/2022	17/06/2022	
Block/Sector: 43/1 Roy Bahadur Road, City:- , P.O:- Behala, P.S:-Behala, District:-South24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: ASxxxxxx6G, Aadhaar No: 60xxxxxxxx8377, Status :Individual, Executed by: Self, Date of Execution: 17/06/2022 , Admitted by: Self, Date of Admission: 17/06/2022 ,Place : Office				
2	<b>Name</b> <b>Mrs SUMITA SAHA</b> Wife of Mr Gautam Saha Executed by: Self, Date of Execution: 17/06/2022 , Admitted by: Self, Date of Admission: 17/06/2022 ,Place : Office			
	17/06/2022	LTI 17/06/2022	17/06/2022	
43/1, Roy Bahadur Road, City:- , P.O:- Behala, P.S:-Behala, District:-South24-Parganas, West Bengal, India, PIN:- 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: EKxxxxxx3P, Aadhaar No: 26xxxxxxxx8699, Status :Individual, Executed by: Self, Date of Execution: 17/06/2022 , Admitted by: Self, Date of Admission: 17/06/2022 ,Place : Office				

**Developer Details :**




SI No	Name,Address,Photo,Finger print and Signature			
1	<b>DEBA CONSTRUCTION</b> 64E, Kalipada Mukherjee Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 , PAN No.: Alxxxxx8P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			



**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mrs SUMANA BHOWMICK</b> Wife of Mr Debashis Bhowmick Date of Execution - 17/06/2022, , Admitted by: Self, Date of Admission: 17/06/2022, Place of Admission of Execution: Office	 <small>Jun 17 2022 1:47PM</small>	 <small>LTI 17/06/2022</small>	 <small>17/06/2022</small>
26/B, Motilal Gupta Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx8P, Aadhaar No: 76xxxxxxx8757 Status : Representative, Representative of : DEBA CONSTRUCTION (as proprietor)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Goutam Jana</b> Son of Mr Mahitosh Jana Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 <small>17/06/2022</small>	 <small>17/06/2022</small>	 <small>17/06/2022</small>
Identifier Of Mr GAUTAM SAHA, Mrs SUMITA SAHA, Mrs SUMANA BHOWMICK			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Mr GAUTAM SAHA	DEBA CONSTRUCTION-3.19688 Dec
2	Mrs SUMITA SAHA	DEBA CONSTRUCTION-3.19688 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	Mr GAUTAM SAHA	DEBA CONSTRUCTION-250.00000000 Sq Ft
2	Mrs SUMITA SAHA	DEBA CONSTRUCTION-250.00000000 Sq Ft





Endorsement For Deed Number : I - 160207891 / 2022

On 17-06-2022

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

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

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

Presented for registration at 11:35 hrs on 17-06-2022, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Mr GAUTAM SAHA , one of the Executants.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 60,63,750/-

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

Execution is admitted on 17/06/2022 by 1. Mr GAUTAM SAHA, Son of Late Kshitish Saha, Sector: 43/1 Roy Bahadur Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Service, 2. Mrs SUMITA SAHA, Wife of Mr Gautam Saha, 43/1, Roy Bahadur Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife Indetified by Mr Goutam Jana, , Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 17-06-2022 by Mrs SUMANA BHOWMICK, proprietor, DEBA CONSTRUCTION (Sole Proprietorship), 64E, Kalipada Mukherjee Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Goutam Jana, , Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53/- ( E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/06/2022 11:07AM with Govt. Ref. No: 192022230048579278 on 13-06-2022, Amount Rs: 21/-, Bank: SBI EPay ( SBlePay), Ref. No. 9868888635212 on 13-06-2022, 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 50/-, by online = Rs 10,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 500484, Amount: Rs.50/-, Date of Purchase: 15/06/2022, Vendor name: S B Das Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/06/2022 11:07AM with Govt. Ref. No: 192022230048579278 on 13-06-2022, Amount Rs: 10,020/-, Bank: SBI EPay ( SBlePay), Ref. No. 9868888635212 on 13-06-2022, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 302674 to 302719  
being No 160207891 for the year 2022.



Digitally signed by SUMAN BASU  
Date: 2022.07.04 18:15:50 +05:30  
Reason: Digital Signing of Deed.

*Suman*

(Suman Basu) 2022/07/04 06:15:50 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)