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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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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.

[Signature]
District Sub-Register-II
Alipore, South 24-Parganas

20 JUL 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 20th day of July, Two Thousand Twenty Three (2023) A.D.

BETWEEN

13 JUL 2023

SI No. 1067 of 107

Name

Address

Vendry Sig *Shekhar & Halder*

Binay Kumar Seth
Advocate
Alipore Judges' Court
Sherista No. D-11
(Opp. to District Record Room)
Kolkata-700 027

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District Sub Registrar-II
Alipore, South 24 Parganas
20 JUL 2023

SMT. DURGA PAUL, (PAN: AXWPP1873F, AADHAAR NO.5677 6576 7626) wife of Sri Swapan Paul by faith- Hindu, by occupation- Housewife, Nationality-Indian, residing at 26, Sahapur Main Road, Post Office-Sahapur, Police Station : Behala, Kolkata - 700038, District : South 24-Parganas, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

SRI SWAPAN PAUL (PAN: AFYPP8192F, AADHAAR NO.2277 1304 7424), son of Late Ram Chandra Paul, by faith: Hindu, by Nationality: Indian, by Occupation: Business residing at 26, Sahapur Main Road, Post Office-Sahapur, Police Station: Behala, Kolkata-700038, District: South 24-Parganas, 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 his heirs, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Guru Gobinda Mukhopadhyay was the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 1 Cottah 9 Chittacks and 27 Square feet, be the same or a little more or less, whereupon structure standing thereon, lying and situated in C.S. Dag No. 912 corresponding to R.S. Dag No.3522, under C.S. Khatian No.61 corresponding to R.S. Khatian No.766/1269 of Mouza: Sahapur, J.L. No.8 (now J.L. No.108), Touzi No.93 & 101 at and being Municipal Holding No.67/67, Brojen Mukherjee Road, Police Station: Behala, Calcutta, District : 24 Parganas, together with all right of easements, facilities and amenities annexed thereto.

AND WHEREAS by virtue of a registered Deed of Gift dated 28.07.1953, the said Guru Govinda Mukhopadhyay, gifted and assigned **ALL THAT** piece and parcel of land measuring 1 Cottah 9 Chittacks and 27 Square feet, be the same or a little more or less, whereupon structure standing thereon, lying and situated in C.S. Dag No.912 corresponding to R.S. Dag No.3522, under C.S. Khatian No.61

corresponding to R.S. Khatian No.766/1269 of Mouza: Sahapur, J.L. No.8 (now J.L. No.108), Touzi No.93 & 101 at and being Municipal Holding No.67/67, Brojen Mukherjee Road, Police Station: Behala, Calcutta, District : 24 Parganas, together with all right of easements, facilities and amenities annexed thereto, unto and in favour of Savitri Devi, wife of Satya Ranjan Mukhopadhyay.

AND WHEREAS after getting the aforesaid property by virtue of gift, the said Savitri Devi was seized and possessed of the same as owner and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS the said Savitri Devi got a plan sanctioned from South Suburban Municipality being Plan No.14551 dated 24.08.1978 for construction of the building and in conformity with the sanctioned plan, the said Savitri Devi, constructed a partly three storied building upon the aforesaid property.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 25.01.1974 the said Savitri Devi, sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 1 Cottah 9 Chittacks and 27 Square feet, be the same or a little more or less, whereupon a partly three storied building standing thereon, lying and situated in C.S. Dag No.912 corresponding to R.S. Dag No.3522, under C.S. Khatian No.61, corresponding to R.S. Khatian No.766/1269 of Mouza: Sahapur, J.L. No.8 (now J.L. No.108), Touzi No.93 & 101 at and being Municipal Holding No.67/67, Brojen Mukherjee Road, Police Station: Behala, Calcutta, District : 24 Parganas, together with all right of easements, facilities and amenities annexed thereto, unto and in favour of Sova Rani Sen, wife of Sital Das Sen. The said Deed of Conveyance was entered in Book No.I, Volume No.7, Page Nos.257 to 260, Being No.547 for the year 1974.

AND WHEREAS after purchasing the aforesaid house property, Smt. Sova Rani Sen seized and possessed of the same as owner and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 07.03.1979, the said Smt. Sova Rani Sen, sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 1 Cottah 9 Chittacks and 27 Square feet, be the same or a little more or less, whereupon a partly three storied building standing thereon, lying and situated in C.S. Dag No.912, corresponding to R.S. Dag No.3522, under C.S. Khatian No.61, corresponding to R.S. Khatian No.766/1269 of Mouza: Sahapur, at and being Municipal Holding No.67/67, Brojen Mukherjee Road, Police Station: Behala, Calcutta, District : 24 Parganas, together with all right of easements, facilities and amenities annexed thereto, unto and in favour of Smt. Meera Rani Chatterjee. The said Deed of Conveyance was entered in Book No.1, Volume No.21, Page Nos.269 to 273, Being No.967 for the year 1979.

AND WHEREAS after purchasing the aforesaid house property, the said Smt. Meera Rani Chatterjee got her name mutated in the records of the Kolkata Municipal Corporation and house property since been known as KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 17A, Brojen Mukherjee Road, Police Station: Behala, Kolkata-700034, under Ward No.119, having Assessee No.41-119-02-0111-2.

AND WHEREAS after purchasing the aforesaid house property, the said Smt. Meera Rani Chatterjee was seized and possessed of the same as owner and by virtue of a registered Deed of Conveyance dated 19.02.1993, the said Smt. Meera Rani Chatterjee sold, transferred and conveyed **ALL THAT** the entire ground floor measuring covered area of 573 Square feet be the same or a little more or less, and first floor measuring covered area of 573 square feet, be the same or a little more or less, together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto lying and situated in C.S. Dag No. 912, corresponding to R.S. Dag No.3522, under C.S. Khatian No.61, corresponding to R.S. Khatian No.766/1269 of Mouza: Sahapur, at and being KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 17A, Brojen Mukherjee Road, Police Station: Behala, Kolkata-700034, within the territorial limits of Kolkata Municipal Corporation, in its

Ward No.119, unto and in favour of MENTAID. The said Deed of Conveyance was registered at the office of District Sub-Registrar at Alipore and entered in Book No.I, Being No.2281 for the year 1993.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 23.02.1993 the said Meera Rani Chatterjee, sold, transferred and conveyed **ALL THAT** the entire second floor and attached terrace measuring covered area of 336 square feet, be the same or a little more or less, and open terrace having a total area of 237 square feet and the terrace on the third floor measuring 336 square feet, together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto lying and situated in C.S. Dag No. 912, corresponding to R.S. Dag No.3522, under C.S. Khatian No.61, corresponding to R.S. Khatian No.766/1269 of Mouza: Sahapur, at and being KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 17A, Brojen Mukherjee Road, Police Station: Behala, Kolkata 700034,, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.119, unto and in favour of MENTAID. The said Deed of Conveyance was registered at the office of Additional Registrar of Assurances, Calcutta and entered in Book No.I, Being No.2548 for the year 1993.

AND WHEREAS after purchasing the aforesaid house property, by virtue of two registered Deed of Conveyances, the said MENTAID seized and possessed of the same as owner and enjoying the same without interruption from anybody else.

AND WHEREAS the said MENTAID as owner got its name mutated in the records of Kolkata Municipal Corporation in respect of KMC Premises No.111, Brojen Mukherjee Road, under Assessee No.41-119-02-0111-2 and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS during L.R. settlement, the name of Savitri Devi was recorded under L.R. Khatian No. 2735 in respect of land measuring 1(one) Cottah 9(nine) Chittacks and 27 (twenty seven) Square feet, be the same or a little more or less in L.R. Dag No.3522 of Mouza: Sahapur.

AND WHEREAS by virtue of registered Deed of Conveyance dated 21.11.2022 the said MENTAID, a society represented by its Hony. Chairperson Mrs. Iona Louise Kundu and Smt. Susmita Ray alias Susmita Nag sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 1(one) Cottah 9(nine) Chittacks and 27 (twenty seven) Square feet, be the same or a little more or less, whereupon a partly three storied building standing thereon, lying and situated in C.S. Dag No. 912, corresponding to R.S. & L.R. Dag No.3522, under C.S. Khatian No.61, R.S. Khatian No.766/1269, corresponding to L.R. Khatian No. 2735 of Mouza: Sahapur, J.L. No.8 (now J.L. No. 108), Touzi No.93 & 101, at and being KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 17A, Brojen Mukherjee Road, Police Station: Behala, Kolkata-700034,, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.119, unto and in favour of Swapan Paul, the present Developer herein. The said Deed of Conveyance was registered at the office of District Sub Registrar-II at Alipore and entered in Book No.1, Volume No.1602-2022, Pages from 556704 to 556728, Being No.15124 for the year 2022.

AND WHEREAS after purchasing the aforesaid property the said Swapan Paul present Developer herein as Owner got his name mutated in the records of the B.L. & L.R.O. under L.R. Khatian No.3122 in R.S. & L.R. Dag No. 3522 and enjoying the same and paying taxes and khazana to the appropriate authorities.

AND WHEREAS after purchasing the aforesaid property being KMC Premises No.111, Brojen Mukherjee Road, Swapan Paul, the Developer herein seized and possessed of the same as owner and got his name mutated in the records of the Kolkata Municipal Corporation under Assessee No.41-119-02-0111-2 and enjoying the same by paying taxes and outgoings to the appropriate authority .

AND WHEREAS after purchasing of the aforesaid property Sri Swapan Paul, became the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 1(one) Cottah 9(nine) Chittacks and 27 (twenty seven) Square feet, be the same or a little more or less,

whereupon a partly three storied building standing thereon, lying and situated in C.S. Dag No. 912, corresponding to R.S. & L.R. Dag No.3522, under C.S. Khatian No.61, R.S. Khatian No.766/1269, corresponding to L.R. Khatian No. 3122 of Mouza: Sahapur, J.L. No.8 (now J.L. No. 108), Touzi No.93 & 101, at and being KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 17A, Brojen Mukherjee Road, Police Station: Behala, Kolkata-700034, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-02-0111-2, together with all right of easement, facilities and amenities annexed thereto.

AND WHEREAS one Monoranjan Das was the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 8 Cottahs 3 Chittacks 22.5 Square feet, be the same or a little more or less, lying and situated in C.S. Dag No.912, under C.S. Khatian No.61 Ka & Uma of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, Police Station: Behala, within the then South Suburban Municipality now within the territorial limits of Kolkata Municipal Corporation, District : 24-Parganas now South 24-Parganas and other properties.

AND WHEREAS by virtue of a Deed of Gift dated 03.07.1932, the said Monoranjan Das gifted and assigned **ALL THAT** piece and parcel of land measuring 8 Cottahs 3 Chittacks 22.5 Square feet, be the same or a little more or less, lying and situated in C.S. Dag No.912, under C.S. Khatian No.61 Ka & Uma of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, Police Station: Behala, unto and in favour of Sri Bijay Kumar Chattopadhyay.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 25.02.1938, the said Bijay Kumar Chattopadhyay sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 3 Cottahs 6 Chittacks, be the same or a little more or less, out of land measuring 8 Cottahs 3 Chittacks 22.5 Square feet, lying and situated in C.S. Dag No.912 under C.S. Khatian No.61 Ka & Uma of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, Police Station: Behala, unto and in favour of Laxman Chandra

Bandyopadhyay. The said Deed of Conveyance was registered at the office of Sub-Registrar Behala and entered in Book No.I, Volume No.7, Page Nos.140 to 143, Being No.352 for the year 1938.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 14.12.1956 the said Bijay Kumar Chattopadhyay sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 2 Cottahs, be the same or a little more or less, out of remaining land measuring 8 Cottahs 3 Chittacks 22.5 Square feet, lying and situated in C.S. Dag No.912, under C.S. Khatian No.61 Ka & Uma of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, Police Station: Behala, unto and in favour of Sri Dulal Chandra Paul, Sri Krishna Gobinda Pal and Sri Basudeb Pal. The said Deed of Conveyance was registered at the office of Sub-Registrar Behala and entered in Book No.I, Volume No.58, Page Nos.183 to 186, Being No.4055 for the year 1956.

AND WHEREAS the said Sri Dulal Chandra Paul, Sri Krishna Gobinda Pal and Sri Basudeb Pal as owners got their names mutated in the records of the then South Suburban Municipality and the property has since been known as Municipal Holding No.56/47, Brojendra Mukherjee Road, Police Station: Behala, Calcutta, District: 24 Parganas.

AND WHEREAS the said Sri Dulal Chandra Paul, Sri Krishna Gobinda Pal and Sri Basudeb Pal as owners, got a plan sanctioned in their names from the then South Suburban Municipality being B.P. No. 16565 dated 29.06.1962 (hereinafter called the "**Sanctioned Plan**") for construction of a two storied building, upon the aforesaid property.

AND WHEREAS in conformity with the said sanctioned plan, the said Sri Dulal Chandra Paul, Sri Krishna Gobinda Pal and Sri Basudeb Pal constructed building upon **ALL THAT** piece and parcel of land measuring 2 Cottahs, be the same or a little more or less, lying and situated in C.S. Dag No.912 under C.S. Khatian No.61 Ka & Uma of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, Police Station: Behala, at and being Municipal Holding No.56/47, Brojendra Mukherjee Road, Calcutta, District: 24-Parganas, and enjoying the same by paying taxes and outgoings to the

appropriate authority and residing there with the members of their family.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 28.07.1971, the said Sri Dulal Chandra Paul, Sri Krishna Gobinda Pal and Sri Basudeb Pal jointly sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 2 Cottahs, be the same or a little more or less, whereupon a two storied building standing thereon, lying and situated in C.S. Dag No.912 under C.S. Khatian No.61 Ka & Uma of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, Police Station: Behala, at and being Municipal Holding No.56/47, Brojendra Mukherjee Road, Police Station: Behala, District: 24 Parganas, unto and in favour of Sri Jiban Kumar Das. The said Deed of Conveyance was registered at the office of Sub-Registrar Behala and entered in Book No. I, Being No.2510 for the year 1971.

AND WHEREAS after purchasing the aforesaid house property, the said Jiban Kumar Das was seized and possessed of the same as Owner and enjoying it without interruption from anybody else.

AND WHEREAS subsequently the aforesaid house property has been included within the territorial limits of the Kolkata Municipal Corporation and the said Jiban Kumar Das got his name mutated in the records of the Kolkata Municipal Corporation and the house property has since been known as KMC Premises No.110, Brojen Mukherjee Road, Police Station: Behala, Kolkata-700034, Ward No.119, under Assessee No.41-119-02-0110-0.

AND WHEREAS during Revisional Settlement, C.S. Dag No. 912 has also been changed and transformed into R.S. Dag No. 3521/3983 and C.S. Khatian No. 61 Ka & Uma has been changed and transformed into R.S. Khatian No. 1859.

AND WHEREAS while thus seized and possessed of the same, the said Jiban Kumar Das died intestate on 17.02.2018 leaving behind his wife Smt. Jyotsna Das, one son Sri Subikash Das and married daughter Smt. Sharmistha Roy as his heirs and after the demise of Jiban Kumar Das his wife, son and married daughter jointly inherited the aforesaid

house property according to law, each having undivided 1/3rd share in it.

AND WHEREAS after getting the aforesaid property by virtue of inheritance Smt. Jyotsna Das, Sri Subikash Das and Smt. Sharmistha Roy got their names mutated in the records of the Kolkata Municipal in respect of the aforesaid house property being KMC Premises No. 110, Brojen Mukherjee Road, under Assessee No.41-119-02-0110-0 and enjoying the same without interruption from anybody else.

AND WHEREAS during L.R. settlement the names of Smt. Jyotsna Das, Sri Subikash Das and Smt. Sharmistha Roy got their names mutated and recorded under L.R. Khatian Nos. 3083, 3084 & 3065 respectively in respect of land measuring 2(two) Cottahs, be the same or a little more or less in L.R. Dag No.3521/3983 of Mouza: Sahapur.

AND WHEREAS by virtue of inheritance Smt. Jyotsna Das, Sri Subikash Das and Smt. Sharmistha Roy became the sole and absolute owners in respect of **ALL THAT** piece and parcel of land measuring 2(two) Cottahs, be the same or a little more or less, whereupon a two storied building standing thereon, lying and situated in C.S. Dag No.912, corresponding to R.S. & L.R. Dag No. 3521/3983 under C.S. Khatian No.61 Ka & Uma, R.S. Khatian No. 1859 corresponding to L.R. Khatian No. 3083, 3084 & 3065 of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, at and being KMC Premises No. 110, Brojen Mukherjee Road, Police Station: Behala, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No.41-119-02-0110-0, including all right of easements, facilities and amenities annexed thereto.

AND WHEREAS by virtue of registered Deed of Conveyance dated 06.12.2022 the said Smt. Jyotsna Das, Sri Subikash Das and Smt. Sharmistha Roy sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 2(two) Cottahs, be the same or a little more or less, whereupon a two storied building standing thereon, lying and situated in C.S. Dag No.912, corresponding to R.S. & L.R. Dag No. 3521/3983 under C.S. Khatian No.61 Ka & Uma, R.S. Khatian No. 1859 corresponding to L.R. Khatian No. 3083, 3084 & 3065 of Mouza-

Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, at and being KMC Premises No. 110, Brojen Mukherjee Road, Police Station: Behala, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, unto and in favour of Swapan Paul, the present Developer herein. The said Deed of Conveyance was registered at the office of District Sub Registrar-II at Alipore and entered in Book No.I, Volume No.1602-2022, Pages from 580782 to 580806, Being No.160215911 for the year 2022.

AND WHEREAS after purchasing the aforesaid property, the said Swapan Paul, the Developer herein got his name mutated in the records of the B.L. & L.R.O. under L.R. Khatian No.3127 containing land measuring 2(two) Cottahs, be the same or a little more or less, in L.R. Dag No. 3521/3983 of Mouza : Sahapur and also got his name mutated in respect of KMC Premises No. 110, Brojen Mukherjee Road, in the records of the Kolkata Municipal Corporation under Assessee No.41-119-02-0110-0 and enjoying the same by paying taxes and khazna to the appropriate authority without interruption from anybody else.

AND WHEREAS by virtue of purchase Swapan Paul, the Developer herein became the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 2(two) Cottahs, be the same or a little more or less, whereupon a two storied building standing thereon, lying and situated in C.S. Dag No.912, corresponding to R.S. & L.R. Dag No. 3521/3983, under C.S. Khatian No.61 Ka & Uma, R.S. Khatian No. 1859 corresponding to L.R. Khatian No. 3127 of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, at and being KMC Premises No. 110, Brojen Mukherjee Road, Police Station: Behala, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No.41-119-02-0110-0, together with all right of easement, facilities and amenities annexed thereto.

AND WHEREAS the property of KMC Premises No.111, Brojen Mukherjee Road containing land measuring 1(one) Cottah 9(nine) Chittacks and 27 (twenty seven) Square feet, be the same or a little

more or less and property of KMC Premises No.110, Brojen Mukherjee Road, containing land measuring 2(two) Cottahs are contiguous to each other and Sri Swapan Paul, the Developer herein filed an application for Amalgamation and Mutation of the aforesaid two properties into one Premises after ratification of all formalities before the Kolkata Municipal Corporation and the authority of the Kolkata Municipal Corporation amalgamated the two properties into one premises and after amalgamation, two properties have since been known as KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, containing land measuring 3 Cottah 9 Chittacks 27 Square feet, under Assessee No.41-119-02-0111-2 and enjoying the same by paying taxes and outgoings to the appropriate authority without any interruption from anybody else.

AND WHEREAS Sri Swapan Paul, the Developer herein owned and possessed of **ALL THAT** piece and parcel of land measuring 3(three) Cottah 9(nine) Chittacks 27(twenty seven) Square feet, be the same or a little more or less, whereupon a three storied building and two storied building standing thereon, lying and situated in C.S. Dag No. 912, corresponding to R.S. & L.R. Dag Nos.3522, 3521/3983 under C.S. Khatian Nos.61 & 61 Ka & Uma, R.S. Khatian Nos.1859 & 766/1269, corresponding to L.R. Khatian Nos. 3122 & 3127, of Mouza: Sahapur, J.L. No.8 (now J.L. No. 108), Touzi No.93 & 101, at and being KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-02-0111-2, together with all right of easement, facilities and amenities annexed thereto.

AND WHEREAS one Benoy Krishna Mukherjee and Bejoy Krishna Chatterjee were the joint owners and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** land lying and situated in C.S. Dag No.913, under C.S. Khatian No.61 of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, Police Station: Behala, within the then South Suburban

Municipality now within the territorial limits of Kolkata Municipal Corporation, District: 24 Parganas now South 24 Parganas and other properties.

AND WHEREAS Benoy Krishna Mukherjee died intestate leaving behind his wife Smt. Chinmoyee Debi and minor son Kedar Nath Mukherjee as his heirs and after the demise of Benoy Krishna Mukherjee his wife and his son jointly inherited his undivided $\frac{1}{2}$ (half) share in the aforesaid property according to law.

AND WHEREAS while thus seized and possessed of the same, Kedar Nath Mukherjee, minor son of Late Benoy Krishna Mukherjee being represented by her natural guardian mother Smt. Chinmoyee Debi, wife of Late Benoy Krishna Mukherjee initiated a suit for Partition against Bejoy Krishna Mukherjee before the Court of the Learned Second Sub-Ordinate Judge at Alipore, which was registered as Title Suit No.193 of 1938.

AND WHEREAS the said suit for partition was decreed on 14.08.1943 and in terms of the Solenama dated 16.04.1943 filed by the parties to the suit wherein the said Bejoy Krishna Mukherjee got **ALL THAT** piece and parcel of land measuring 8 Cottahs 11 Chittacks and 10 square feet, be the same or a little more or less, whereupon building standing thereon, lying and situated in C.S. Dag No.913 under C.S. Khatian No.61 of Mouza- Sahapur, as mentioned in Item No.42 of **SCHEDULE - "KA"** therein.

AND WHEREAS in terms of the solenama in partition, the said Bejoy Krishna Mukherjee became the absolute owner in respect of **ALL THAT** piece and parcel of land measuring 8 Cottahs 11 Chittacks and 10 square feet, be the same or a little more or less, whereupon one storey building standing thereon, lying and situated in C.S. Dag No.913, under C.S. Khatian No.61 of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, together with all right of easements, facilities and amenities annexed thereto.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 26.07.1945, the said Bejoy Krishna Mukherjee, sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 8 Cottahs 11

Chittacks and 10 square feet, be the same or a little more or less, lying and situated in C.S. Dag No.913 under C.S. Khatian No.61 of Mouza-Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, together with all right of easements, facilities and amenities annexed thereto unto and in favour of Sri Bejoy Basanta Chatterjee. The said Deed of Conveyance was registered at the Office of the District Sub-Registrar at Alipore and entered in Book No.I, Volume No.47, Page Nos.136 to 142, Being No.2446 for the year 1945.

AND WHEREAS after purchasing the aforesaid property, the said Sri Bejoy Basanta Chatterjee got his name mutated in the records of the then South Suburban Municipality and the property since been known as Municipal Holding No.4, Brojendra Nath Mukherjee Road, Police Station: Behala and on the basis of a sanction of the building plan, the Bejoy Basanta Chatterjee constructed a building therein residing therewith the members of his family and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS while, thus seized and possessed of the same, the said Bejoy Basanta Chatterjee sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 3 Cottahs, be the same or a little more or less, out of land measuring 8 Cottahs 11 Chittacks and 10 square feet, be the same or a little more or less, lying and situated in C.S. Dag No.913, under C.S. Khatian No.61 of Mouza- Sahapur, J.L. No.8 (now J.L. No. 108), R.S. No.179, Touzi Nos.93 & 101, at and being Municipal Holding No.4, Brojendra Nath Mukherjee Road, Police Station: Behala, District : 24-Parganas, including all right of easements, facilities and amenities annexed thereto.

AND WHEREAS after selling out the aforesaid land, the said Bejoy Basanta Chatterjee retained and was seized and possessed of **ALL THAT** piece and parcel of land measuring 5 Cottahs 11 Chittacks and 10 square feet be the same or a little more or less, whereupon one story building standing thereon, lying and situated in C.S. Dag No.913, under C.S. Khatian No.61 of Mouza- Sahapur, at and being Municipal Holding No.4, Brojendra Nath Mukherjee Road, Police Station: Behala, District: 24-Parganas, including all right of easements, facilities and amenities annexed thereto.

AND WHEREAS subsequently the aforesaid house property has been included within the territorial limits of the Kolkata Municipal Corporation and the said Bejoy Basanta Chatterjee got his name mutated in the records of the Kolkata Municipal Corporation and the house property has since been known as KMC Premises No. 83, Roy Bahadur Road, Police Station: Behala, Kolkata-700 034, in its Ward No.119, under Assessee No.41-119-07-0083-9.

AND WHEREAS during Revisional settlement C.S. Dag No. 913 has been changed and transformed into R.S. Dag No. 3520.

AND WHEREAS during Revisional settlement C.S. Khatian No. 61 has been changed and transformed into R.S. Khatian No.1859.

AND WHEREAS the said Bejoy Basanta Chatterjee died intestate on 04.03.1967, leaving behind his wife Smt. Provabati Devi, three sons Sri Sushil Kumar Chatterjee, Sri Sadhan Kumar Chatterjee, Sunil Kumar Chatterjee and five daughters Smt. Chhaya Devi, Smt. Radha Rani Bhattacharjee, Smt. Arati Roychowdhury, Smt. Bharati Chatterjee and Smt. Maya Mukherjee as his heirs and after the demise of Bejoy Basanta Chatterjee his wife, three sons and six daughters jointly inherited the aforesaid house property according to law, each having undivided 1/9th share therein.

AND WHEREAS the said Provabati Devi died intestate on 18.11.1990, leaving behind her three sons Sri Sushil Kumar Chatterjee, Sri Sadhan Kumar Chatterjee, Sunil Kumar Chatterjee and five daughters Smt. Chhaya Devi, Smt. Radha Rani Bhattacharjee, Smt. Arati Roychowdhury, Smt. Bharati Chatterjee and Smt. Maya Mukherjee as her heirs and after the demise of Provabati Devi her undivided 1/9th share in the aforesaid house property devolved upon her three sons and six daughters according to Hindu Succession Act, 1956, each having undivided 1/8th share therein.

AND WHEREAS the said Sri Sadhan Kumar Chatterjee died intestate on 29.12.1996, leaving behind his wife Smt. Iti Chatterjee and two sons Sri Tapash Chatterjee and Sri Tamash Chatterjee as his heirs and after the demise of Sadhan Kumar Chatterjee his wife and sons jointly inherited his undivided 1/8th share in the aforesaid house

property according to law, each having undivided 1/24th share in it and became the joint Owners.

AND WHEREAS the said Iti Chatterjee died intestate on 11.09.2021, leaving behind her two sons Sri Tapash Chatterjee and Sri Tamash Chatterjee as his heirs and after the demise of Iti Chatterjee her two sons jointly inherited his undivided share in the aforesaid house property according to law, each having undivided 1/16th share in it and became the joint Owners.

AND WHEREAS the said Arati Roychowdhury died intestate on 10.10.2006, leaving behind her husband Sri Ashit Roychowdhury and daughter Sraboni Piplai as her heirs and after the demise of Arati Roychowdhury her husband and daughter jointly inherited her undivided 1/8th share in the aforesaid house property according to law, each having undivided 1/16th share in it and became the joint Owners.

AND WHEREAS the said Sri Ashit Roychowdhury died intestate on 27.01.2008, leaving behind his daughter Smt. Sraboni Piplai as his heirs and after the demise of Ashit Roychowdhury his daughter inherited undivided 1/8th share in the aforesaid house property according to law and became the joint Owners.

AND WHEREAS the said Radharani Bhattacharjee died intestate on 21.12.2010, leaving behind her one son Arabinda Bhattacharjee as her heir and after the demise of Radharani Bhattacharjee her son inherited her undivided 1/8th share in the aforesaid house property according to law and became the joint Owners. It is pertinent to mention herein that Prajapati Bhattacharjee, the husband of Radharani Bhattacharjee predeceased on 16.03.2002.

AND WHEREAS the said Chhaya Devi died intestate on 20.08.2010 leaving behind her three sons Sri Ramen Banerjee, Sri Tapan Banerjee, Sri Tarun Banerjee and three daughters namely Smt. Minati Banerjee, Smt. Dolly Banerjee and Smt. Jolly Giri as her heirs and after the demise of Chhaya Devi her three sons and three daughters jointly inherited her undivided 1/8th share in the aforesaid house property according to law, each having undivided 1/48th share in it

and became the joint Owners. It is pertinent to mention herein that Paritosh Banerjee, the husband of Chhaya Devi predeceased on 21.10.1979.

AND WHEREAS the said Minati Banerjee died intestate on 01.07.2014, leaving behind her two sons Sri Goutam Banerjee and Sri Ajitesh Banerjee and only married daughter Smt. Tanushree Chakraborty as her heirs and after the demise of Minati Banerjee her sons and daughter jointly inherited her undivided $1/48^{\text{th}}$ share in the aforesaid house property according to law each having undivided $1/144^{\text{th}}$ share in it and became the joint Owners. It is pertinent to mention herein that Gobinda Chandra Banerjee, the husband of Minati Banerjee predeceased on 14.07.1977.

AND WHEREAS the said Goutam Banerjee died intestate on 09.08.2019, leaving behind his son Sri Gaurav Banerjee as his heir and after the demise of Goutam Banerjee his son inherited his undivided $1/144^{\text{th}}$ share in the aforesaid house property according to law and became the joint Owners. It is pertinent to mention herein Tuhina Banerjee, wife of Goutam Banerjee predeceased on 18.07.2015.

AND WHEREAS the said Sushil Kumar Chatterjee died intestate on 20.03.2015, leaving behind his wife Gita Chatterjee, two sons Sri Aniruddha Chatterjee and Sri Suman Chatterjee and three daughters Smt. Anita Banerjee, Smt. Susmita Banerjee and Smt. Sumana Mukherjee as his heirs and after the demise of Sushil Kumar Chatterjee his wife, two sons and three daughters jointly inherited her undivided $1/8^{\text{th}}$ share in the aforesaid house property according to law and became the joint Owners, each having undivided $1/48^{\text{th}}$ share in it.

AND WHEREAS the said Gita Chatterjee died intestate on 10.11.2019, leaving behind her two sons Sri Aniruddha Chatterjee and Sri Suman Chatterjee and three daughters Smt. Anita Banerjee, Smt. Susmita Banerjee and Smt. Sumana Mukherjee as her heirs and after the demise of Gita Chatterjee her two sons and three daughters jointly inherited her undivided $1/48^{\text{th}}$ share in the aforesaid house property according to law and became the joint Owners, each having undivided $1/40^{\text{th}}$ share in it.

AND WHEREAS the said Suman Chatterjee died intestate on 29.12.2021, leaving behind his wife Smt. Bharati Chatterjee and one daughter Sm. Soumita Chatterjee as his heirs and after the demise of Suman Chaterjee his wife and daughter jointly inherited his undivided 1/40th share in the aforesaid house property according to law and became the joint Owners, each having undivided 1/80th share in it.

AND WHEREAS the said Sunil Kumar Chatterjee died intestate on 20.03.2018, leaving behind his wife Smt. Purnima Chatterjee and one married daughter Smt. Barnali Das as his heirs and after the demise of Sunil Kumar Chaterjee his wife and daughter jointly inherited his undivided 1/8th share in the aforesaid house property according to law and became the joint Owners, each having undivided 1/16th share in it.

AND WHEREAS the said Bharati Chatterjee died intestate as spinster on 05.10.2021, leaving behind her only sister Smt. Maya Mukherjee as her heirs and after the demise of Bharati Chatterjee her only sister Maya Mukherjee inherited her undivided 1/8th share of the aforesaid house property according to law and became the joint Owners. Thus by virtue of inheritance Maya Mukherjee Became the Owner of undivided 1/4th share in the aforesaid property.

AND WHEREAS by virtue of inheritance, the Owners/Vendors got shares in the house property in the manner following:-

Name of the Owners	Share of the land
Smt. Maya Mukherjee	1/4 th
Sri Tapash Chatterjee	1/16 th
Sri Tamash Chatterjee	1/16 th
Smt. Sraboni Piplai	1/8 th
Sri Arabinda Bhattacharjee	1/8 th
Smt. Purnima Chatterjee	1/16 th
Smt. Barnali Das	1/16 th
Sri Ramen Banerjee	1/48 th
Sri Tapan Banerjee	1/48 th
Sri Tarun Banerjee	1/48 th
Smt. Dolly Banerjee	1/48 th

Name of the Owners	Share of the land
Smt. Jolly Giri	1/48 th
Sri Gaurab Banerjee	1/144 th
Sri Ajitesh Banerjee	1/144 th
Smt. Tanushree Chakraborty	1/144 th
Sri Aniruddha Chatterjee	1/40 th
Smt. Bharati Chatterjee	1/80 th
Smt. Soumita Chatterjee	1/80 th
Smt. Anita Banerjee	1/40 th
Smt. Susmita Banerjee	1/40 th
Smt. Sumana Mukherjee	1/40 th

AND WHEREAS after getting the aforesaid house property by virtue of inheritance, Smt. Maya Mukherjee, Sri Tapash Chatterjee, Sri Tamash Chatterjee, Smt. Sraboni Piplai, Sri Arabinda Bhattacharjee, Smt. Purnima Chatterjee, Smt. Barnali Das, Sri Ramen Banerjee, Sri Tapan Banerjee, Sri Tarun Banerjee, Smt. Dolly Banerjee, Smt. Jolly Giri, Sri Gaurab Banerjee, Sri Ajitesh Banerjee, Smt. Tanushree Chakraborty, Sri Aniruddha Chatterjee, Smt. Bharati Chatterjee, Smt. Soumita Chatterjee, Smt. Anita Banerjee, Smt. Susmita Banerjee and Smt. Sumana Mukherjee got their names mutated in the records of the Kolkata Municipal Corporation, being KMC Premises No.83, Roy Bahadur Road, under Assessece No. 41-119-07-0083-9 and enjoying the same without interruption from anybody else.

AND WHEREAS during L.R. settlement the names of Smt. Maya Mukherjee, Sri Tapash Chatterjee, Sri Tamash Chatterjee, Smt. Sraboni Piplai, Sri Arabinda Bhattacharjee, Smt. Purnima Chatterjee, Smt. Barnali Das, Sri Ramen Banerjee, Sri Tapan Banerjee, Sri Tarun Banerjee, Smt. Dolly Banerjee, Smt. Jolly Giri, Sri Gaurab Banerjee, Sri Ajitesh Banerjee, Smt. Tanushree Chakraborty, Sri Aniruddha Chatterjee, Smt. Bharati Chatterjee, Smt. Soumita Chatterjee, Smt. Anita Banerjee, Smt. Susmita Banerjee and Smt. Sumana Mukherjee have been recorded under L. R. Khatian Nos. 3091, 3092, 3072, 3067, 3068, 3086, 3077, 3088, 3087, 3093, 3066, 3069, 3089, 3078, 3076, 3070, 3075, 3085, 3071, 3090 & 3079 respectively in respect of land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet,

be the same or a little more or less in L.R. Dag No.3520 of Mouza: Sahapur.

AND WHEREAS by virtue of inheritance the said Smt. Maya Mukherjee, Sri Tapash Chatterjee, Sri Tamash Chatterjee, Smt. Sraboni Piplai, Sri Arabinda Bhattacharjee, Smt. Purnima Chatterjee, Smt. Barnali Das, Sri Ramen Banerjee, Sri Tapan Banerjee, Sri Tarun Banerjee, Smt. Dolly Banerjee, Smt. Jolly Giri, Sri Gaurab Banerjee, Sri Ajitesh Banerjee, Smt. Tanushree Chakraborty, Sri Aniruddha Chatterjee, Smt. Bharati Chatterjee, Smt. Soumita Chatterjee, Smt. Anita Banerjee, Smt. Susmita Banerjee and Smt. Sumana Mukherjee became the joint owners and absolutely seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** piece and parcel of land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, whereupon one storey building standing thereon, lying and situated in C.S. Dag No. 913 corresponding to R.S. & L.R. Dag No.3520, under C.S. Khatian No.61, R.S. Khatian No. 1859, corresponding to L.R. Khatian Nos. 3091, 3092, 3072, 3067, 3068, 3086, 3077, 3088, 3087, 3093, 3066, 3069, 3089, 3078, 3076, 3070, 3075, 3085, 3071, 3090 & 3079 of Mouza-Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101, at and being KMC Premises No.83, Roy Bahadur Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-07-0083-9, together with all right of easements, facilities and amenities annexed thereto.

AND WHEREAS by virtue of registered Deed of Conveyance dated 11.12.2022, the said Smt. Maya Mukherjee, Sri Tapash Chatterjee, Sri Tamash Chatterjee, Smt. Sraboni Piplai, Sri Arabinda Bhattacharjee, Smt. Purnima Chatterjee, Smt. Barnali Das, Sri Ramen Banerjee, Sri Tapan Banerjee, Sri Tarun Banerjee, Smt. Dolly Banerjee, Smt. Jolly Giri, Sri Gaurab Banerjee, Sri Ajitesh Banerjee, Smt. Tanushree Chakraborty, Sri Aniruddha Chatterjee, Smt. Bharati Chatterjee, Smt. Soumita Chatterjee, Smt. Anita Banerjee, Smt. Susmita Banerjee and Smt. Sumana Mukherjee for self and **Sri Tapan Banerjee, Sri Gaurob Banerjee Alias Gourab Banerjee, Sri Ajitesh Banerjee, Smt.**

Tanushree Chakraborty, Sri Ramen Banerjee, Sri Tarun Banerjee, Smt. Doly Banerjee, Smt. Jolly Giri through their Constituted Attorney Swapan Paul sold, transferred and conveyed Undivided land measuring 3(three) Cottahs, be the same or a little more or less, and undivided structure measuring 789 Square feet, out of **ALL THAT** piece and parcel of land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, whereupon one storey building standing thereon, lying and situated in C.S. Dag No. 913 corresponding to R.S. & L.R. Dag No.3520, under C.S. Khatian No.61, R.S. Khatian No. 1859, corresponding to L.R. Khatian Nos. 3091, 3092, 3072, 3067, 3068, 3086, 3077, 3088, 3087, 3093, 3066, 3069, 3089, 3078, 3076, 3070, 3075, 3085, 3071, 3090 & 3079 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101, at and being KMC Premises No.83, Roy Bahadur Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, unto and in favour of Durga Paul the present Donor herein. The said Deed of Conveyance was registered at the office of District Sub Register - II at Alipore, Calcutta and entered in Book No.I, Volume No.1602-2022, Pages From 610921 to 610971, Being No.16605 for the year 2022.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 11.12.2022 the said Smt. Maya Mukherjee, Sri Tapash Chatterjee, Sri Tamash Chatterjee, Smt. Sraboni Piplai, Sri Arabinda Bhattacharjee, Smt. Purnima Chatterjee, Smt. Barnali Das, Sri Ramen Banerjee, Sri Tapan Banerjee, Sri Tarun Banerjee, Smt. Dolly Banerjee, Smt. Jolly Giri, Sri Gaurab Banerjee, Sri Ajitesh Banerjee, Smt. Tanushree Chakraborty, Sri Aniruddha Chatterjee, Smt. Bharati Chatterjee, Smt. Soumita Chatterjee, Smt. Anita Banerjee, Smt. Susmita Banerjee and Smt. Sumana Mukherjee for self and **Sri Tapan Banerjee, Sri Gaurob Banerjee Alias Gourab Banerjee, Sri Ajitesh Banerjee, Smt. Tanushree Chakraborty, Sri Ramen Banerjee, Sri Tarun Banerjee, Smt. Doly Banerjee, Smt. Jolly Giri** through their Constituted Attorney, Swapan Paul sold, transferred and conveyed Undivided land measuring 2(two) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, and undivided structure measuring 711 Square feet, out of **ALL THAT** piece and

parcel of land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, whereupon one storey building standing thereon, lying and situated in C.S. Dag No. 913 corresponding to R.S. & L.R. Dag No.3520, under C.S. Khatian No.61, R.S. Khatian No. 1859, corresponding to L.R. Khatian Nos. 3091, 3092, 3072, 3067, 3068, 3086, 3077, 3088, 3087, 3093, 3066, 3069, 3089, 3078, 3076, 3070, 3075, 3085, 3071, 3090 & 3079 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101, at and being KMC Premises No.83, Roy Bahadur Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, unto and in favour of Durga Paul, the present Owner herein. The said Deed of Conveyance was registered at the office of District Sub Register-II at Alipore and entered in Book No.I, Volume No.1602-2022, Pages from 610869 to 610920, Being No.16606 for the year 2022.

AND WHEREAS after purchasing the aforesaid property, the said Durga Paul, the Owner herein got her name mutated in the records of the B.L. & L.R.O. under L.R. Khatian No.3126 containing land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, in R.S. & L.R. Dag No. 3520 of Mouza : Sahapur and also got her name mutated in respect of KMC Premises No. 83, Roy Bahadur Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, in the records of the Kolkata Municipal Corporation under Assessee No. 41-119-07-0083-9 and enjoying the same by paying taxes and khazna to the appropriate authority without interruption from anybody else.

AND WHEREAS by virtue two registered Deed of Conveyances, the said Durga Paul become the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, whereupon one storey building standing thereon, lying and situated in C.S. Dag No. 913 corresponding to R.S. & L.R. Dag No.3520, under C.S. Khatian No.61, R.S. Khatian No. 1859, corresponding to L.R.

Khatian Nos. 3126 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101 at and being KMC Premises No.83, Roy Bahadur Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-07-0083-9, together with all right of easement, facilities and amenities annexed thereto.

AND WHEREAS the KMC Premises No.111, Brojen Mukherjee Road and 83, Roy Bahadur Road are contiguous to each other and for the purpose of amalgamation of the two properties into one premises, the Owner and the Developer decided to exchange their portion of the land by executing and registering respective Deeds of Gift.

AND WHEREAS by virtue of a registered Deed of Gift dated 19.04.2023 the said Swapan Paul, the Developer herein gifted and assigned undivided land measuring 10(ten) Chittacks along with structure out of **ALL THAT** piece and parcel of land measuring 3(three) Cottah 9(nine) Chittacks 27(twenty seven) Square feet, be the same or a little more or less, whereupon a partly three storied building standing thereon, lying and situated in C.S. Dag No. 912, corresponding to R.S. & L.R. Dag Nos.3522, 3521/3983 under C.S. Khatian Nos.61 & 61 Ka & Uma, R.S. Khatian Nos.1859 & 766/1269, corresponding to L.R. Khatian Nos. 3122 & 3127, of Mouza: Sahapur, J.L. No.8 (now J.L. No. 108), Touzi No.93 & 101, at and being KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-02-0111-2, together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Smt. Durga Paul, the present Owner herein. The said Deed of Gift was registered at the office of District Sub-registrar-II, South 24 Parganas and entered in Book No.I, Volume No.1602-2023, Page Nos.174815 to 174840, Being No.160205377 for the year 2023.

AND WHEREAS by virtue of a registered Deed of Gift dated 19.04.2023 the said Smt. Durga Paul, the Owner herein gifted and

assigned undivided land measuring 10 Chittacks with structure out of **ALL THAT** piece and parcel of land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, whereupon one storey building standing thereon, lying and situated in C.S. Dag No. 913 corresponding to R.S. & L.R. Dag No.3520, under C.S. Khatian No.61, R.S. Khatian No. 1859 corresponding to L.R. Khatian Nos. 3126 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101 at and being KMC Premises No.83, Roy Bahadur Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-07-0083-9, together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Sri Swapan Paul, the Developer herein. The said Deed of Gift was registered at the office of District Sub-Registrar-II, South 24 Parganas and entered in Book No.I, Volume No.1602-2023, Page Nos.174841 to 174866, Being No.160205379 for the year 2023.

AND WHEREAS in terms of the Deeds of Gift as aforesaid, the owner and the developer jointly applied for amalgamation and mutation of the aforesaid two properties into one premises before the Kolkata Municipal Corporation and the authority of the Kolkata Municipal Corporation amalgamated and mutated the names of the owner and the developer as joint owners and after amalgamation, two properties have since been known and numbered as KMC Premises No.111, Brojen Mukherjee Road, containing land measuring 9(nine) Cottahs 4 (four) Chittacks 37(thirty seven) square feet, whereupon building and structure standing thereon, under Assessee No.41-119-02-0111-2.

AND WHEREAS the Owner and the Developer are the joint absolute owners in respect of **ALL THAT** piece and parcel of land measuring 9(nine) Cottahs 4 (four) Chittacks 37(thirty seven) square feet, be the same or a little more or less, whereupon building and structure standing thereon, lying and situated in C.S. Dag Nos.912, 913, corresponding to R.S. & L.R. Dag Nos.3520, 3522, 3521/3983, under C.S. Khatian Nos.61, & 61 Ka & Uma, R.S. Khatian Nos. 1859 &

766/1269, corresponding to L.R. Khatian Nos. 3122, 3126 & 3127 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101 at and being amalgamated KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-02-0111-2, together with all right of easement, 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 out of the said premises, Smt. Durga Paul is the owner in respect of **ALL THAT** undivided land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, whereupon building and structure standing thereon, lying and situated in C.S. Dag No. 913 corresponding to R.S. & L.R. Dag No.3520, under C.S. Khatian No.61, R.S. Khatian No. 1859 corresponding to L.R. Khatian Nos. 3126 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101 at and being part of KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-02-0111-2, together with all right of easement, facilities and amenities annexed thereto, which has been specifically described in the **SCHEDULE-"B"** hereunder and hereinafter called and referred to as the "**Said Property**".

AND WHEREAS the Owner through her husband, namely, the Developer has decided to develop the said property along with the said premises as per plan to be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS the Owner has 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 THE PARTIES HERETO on the following terms and conditions :-

ARTICLE-I: DEFINITIONS

- 1.1. **OWNER**:- Shall mean and include **SMT. DURGA PAUL**, wife of Sri Swapan Paul residing at 26, Sahapur Main Road, Post Office-Sahapur, Police Station : Behala, Kolkata – 700038, District : South 24-Parganas, and his heirs, executor, legal representatives and assigns.
- 1.2. **DEVELOPER**:- Shall mean and include **SRI SWAPAN PAUL**, son of Late Ram Chandra Paul, residing at 26, Sahapur Main Road, Post Office-Sahapur, Police Station: Behala, Kolkata-700038, District: South 24-Parganas, includes its successor-in-office and assign.
- 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 Owner 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 PREMISES**:- shall mean **ALL THAT** piece and parcel of land measuring 9(nine) Cottahs 4 (four) Chittacks 37(thirty seven) square feet, be the same or a little more or less, whereupon building and structure standing thereon, lying and situated in C.S. Dag Nos.912, 913, corresponding to R.S. & L.R. Dag Nos.3520, 3522, 3521/3983, under C.S. Khatian Nos.61, & 61 Ka & Uma, R.S. Khatian Nos. 1859 & 766/1269, corresponding to L.R. Khatian Nos. 3122, 3126 & 3127 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101 at and being Amalgamated KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-02-0111-2, together with all right of easement, facilities and amenities annexed thereto, as more fully and particularly mentioned and described in the **SCHEDULE-"A"** hereunder written.

- 1.5. **SAID PROPERTY**:- shall mean and include **ALL THAT** undivided land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, whereupon buildings and structure standing thereon, lying and situated in C.S. Dag No. 913 corresponding to R.S. & L.R. Dag No.3520, under C.S. Khatian No.61, R.S. Khatian No. 1859 corresponding to L.R. Khatian Nos. 3126 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101 at and being part of KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-02-0111-2, together with all right of easement, facilities and amenities annexed thereto, as more fully and particularly mentioned and described in the **SCHEDULE-"B"** hereunder written.
- 1.6. **BUILDING**:- Shall mean a multi storied building to be constructed upon the said property as per sanction plan to be sanctioned by the Kolkata Municipal Corporation (the competent authority) and any further constructed area or, floors to be and as may be sanctioned by the said municipality.
- 1.7. **OWNER'S ALLOCATION**:- Shall mean saleable area and has been mentioned in the **SCHEDULE-"C"** hereunder in this development agreement.
- 1.8. **DEVELOPER'S ALLOCATION**:- Shall mean saleable area and has been mentioned in the **SCHEDULE-"D"** hereunder in this development agreement.
- 1.9. **COMMON AREAS, PORTIONS, FACILITIES & AMENITIES** : Shall mean and include the entire land on which the proposed building is to come up , roof top, common basements , terraces, corridors, hall ways, stair case /ways, passage ways, drive ways, pumps space, accommodation for the watch and ward or for the lodging of community services personnel, underground water reservoir, overhead water tank, stair and stair landing on all floors, lifts, lift well, lift landing on all floors, lift lobbies, fire escapes ,common entrance and exits of the building, common storage spaces ,water

pump and motor, fans, compressors, sumps, central services for electricity, water, gas, sanitation and all other common facilities and amenities which may be set up and established by the Developer herein at its discretion and/or as advised by the competent authority and as may be reasonably required and feasible for the establishment, enjoyment, maintenance and/or management of the building and land there under and such other common facilities and amenities as are in future, after the building is complete and possession handed over to the respective allottees/buyers and their association/society is formed for the maintenance of the building and premises, mutually agreed and settled between the Owner/ allottees of the various units/floors/ flats/spaces, and which have been mentioned and described in the **SCHEDULE "E"** hereunder.

- 1.10. **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.
- 1.11. **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.
- 1.12. **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.
- 1.13. **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.

- 1.14. **SALEABLE SPACE:** Shall mean apartment(s) (being the dwelling and other units/floors/flats/car parking area) in the building (s), to be developed/constructed by the Developer under this development agreement and which are available for independent dwelling, residence, use, occupation and enjoyment after making due provisions for common areas and facilities and the space required for such common facilities.
- 1.15. **COMMON EXPENSES:** Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the common parts/areas as also meeting of the common expenses and matters relating to mutual rights and obligations of the Developer and the Owner herein including their nominees/assignees and also including the intending allottees of the Apartments and the common use and enjoyment thereof and which have been mentioned in the **SCHEDULE-"F"** hereunder.
- 1.16. **ARCHITECT:** Shall mean such person or persons, registered under the provisions of the Architect Act, 1972, who may be entrusted and/or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and premises as aforesaid.
- 1.17. **BUILT UP AREA :** Shall mean and include the covered area of the unit/ 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.
- 1.18. **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).
- 1.19. **TRANSFEROR:** Shall mean the Owner and the Developer herein who intend to sell and transfer the apartments, out of the saleable areas

being allocated to them respectively in this agreement, to the intending allottees (being the intending buyers/allottees/purchasers/users) together with undivided proportionate share of the land and right to use the common space in the building to be built on the said property.

- 1.20. **ALLOTTEE:** Shall mean the individual, person, firm, limited or private limited company, limited liability partnership, society, any other authorized entity or an Association of persons to whom Apartment (s)/ and/or car parking spaces in the building are and have been allotted, sold and or transferred by the Developer and/or Owner, out of their respective shares/allocations and include such persons who subsequently acquire the said allotment of apartments through sale, transfer or otherwise but shall not include a person to whom the apartment is given on rent.
- 1.21. **TRANSFER:** Shall mean with its grammatical variation and include transfer by possession and by any other means adopted for effecting what is legally termed as a transfer of any property/ apartment/ building/flat/unit/car parking or garage area to the Allottee (s) thereof in terms of transfer of property act 1882 and/or any other applicable law.
- 1.22. **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 4th 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.
- 1.23. **SINGULAR:** Shall mean plural and vice versa, masculine shall include feminine and vice versa.
- 1.24. **PARTIES :** shall collectively mean both Owner and Developer herein in the agreement

ARTICLE-II COMMENCEMENT

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

ARTICLE-III: OWNER'S RIGHTS & REPRESENTATIONS

- 3.1. The Owner hereto is absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** undivided land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, whereupon buildings and structure standing thereon, lying and situated in C.S. Dag No. 913 corresponding to R.S. & L.R. Dag No.3520, under C.S. Khatian No.61, R.S. Khatian No. 1859 corresponding to L.R. Khatian Nos. 3126 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101 at and being part of KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-02-0111-2, together with all right of easement, facilities and amenities annexed thereto.
- 3.2. Save and except the Owner herein nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of and in the said property.
- 3.3. That the said property 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. That the Owner has 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 property prior to this agreement.
- 3.5. That the said property is not subject to any notice of acquisition or requisition from any person/authority/govt.
- 3.6. That the Owner has mutated her name in the records of the B.L. & L.R.O., Government of West Bengal and Kolkata Municipal Corporation.
- 3.7. That there is a building and structure upon the said property and the Owner is giving liberty to the Developer to demolish the existing building and structure 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 Owner shall not claim any amount for such debris.

ARTICLE-IV: DEVELOPER'S RIGHT

- 4.1. The Owner herein, hereby grant exclusive rights to the Developer to develop the said property 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 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 property and the Owner shall not have any responsibility in these respects.
- 4.3. It is made clear that the Developer has every right to sell the Owner's allocation and Developer's allocation in the proposed building as mentioned in **SCHEDULES-"C" & "D"** hereunder consisting of unit(s)/flat(s)/car parking space(s) jointly by way of Agreement for Sale(s) and Deed of Conveyance(s) to the intending buyer(s) to be selected by the Developer at any sale consideration value or price, which the Developer may decide at his sole discretion and receive the consideration amount in his account and disburse the sale proceeds of the owner's allocation in the account of the Owner on granting proper receipt.
- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said property 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 property including the said premises in terms hereof and to deal with

the Owner's and 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 unit(s)/flat(s)/car parking space(s) areas of the proposed building/s.
- 4.7. The Developer shall be at liberty to obtain sanction from the Kolkata Municipal Corporation at its costs and expenses.
- 4.8. 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 Owner shall not claim any amount towards sale of the debris from the Developer.

ARTICLE-V: CONSIDERATION

- 5.1. In consideration of the Agreement, the Owner has agreed to grant exclusive right of development of the said property to the Developer. In lieu of the land of the said property, the owner is entitled to get 15% saleable area of the proposed building and the Owner is also giving liberty to the Developer to sell 15% saleable area of the proposed building to the intending buyer(s) to be selected by the Developer and on receiving the amount of the sale proceeds from the intending buyer(s), the Developer shall disburse 15% of the sale proceeds in the account of the owner. The particulars of the owner's allocation has been mentioned in **SCHEDULE-C** hereunder.
- 5.2. In lieu of making construction upon the said premises, the Developer is entitled to 85% constructed area in the proposed building with a liberty to sell, transfer and assign the Developer's allocation along with the Owner's allocation to his intending buyer(s) and receive the entire consideration amount in his account. The particulars of the Developer's allocation has been mentioned in **SCHEDULE-"D"** hereunder.
- 5.3. The Developer shall have full liberty and rights to sell the Owner's and the Developer's allocation in the proposed building to the intending buyer(s) in terms of the Development Agreement and to receive the sale

consideration/ Advance amount in his account and disburse the sale proceeds of the owner's allocation to the owner in her account on granting proper receipt.

- 5.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said property 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 property 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 Owner.

ARTICLE-VI: POSSESSION

- 6.1. Simultaneously on execution of Development Agreement, the Owner has handed over possession of the said property to the Developer along with original papers and documents of Ownership/ title relating to the said property to the Developer.

ARTICLE-VII: PROCEDURE

- 7.1 Simultaneously on execution and registration of this Agreement, the Owner shall grant proper authority to the Developer by executing and registering a Development 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 property and for selling out the unit(s)/floor/flats/car parking area(s) of the owner and the developer together with undivided share of the land to the intending allottee/s through Deeds of Conveyance(s), Agreements for Sale(s) and to sign and execute all necessary papers, deeds, documents, etc. in respect of Owner and the Developer's Allocation of the saleable area and also to represent the Owner 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 Owner. The Developer shall sale the owner's allocation consisting of unit(s)/flat(s)/car parking space(s) on the basis of the said Power of

Attorney and in terms of this Development Agreement to the intending allottees/ buyers.

- 7.2 Apart from the said registered Power of Attorney; the Owner also do hereby undertake that she shall execute as and when necessary all required papers, deeds, documents, plans etc. for the purpose of development of the said property, if and as shall be necessary.
- 7.3 The Developer shall keep Architectural building Plan and the Structural Plan in his custody.
- 7.4 Simultaneously on execution of this Development Agreement, the Owner shall also hand over original title, deeds, mutation certificate, paid tax receipts and other muniments relating to the title of the said property to the Developer. The Developer shall acknowledge to receipt of the same. The Developer shall handover all those and such original documents to the "Owner Association or body". After completion of the building and after the grant of completion /occupancy certificate by the competent authority.
- 7.5 The Developer shall execute and register the Agreements for Sale(s) and Deed of Conveyance(s) in respect of its allocated portion of saleable area as mentioned in **SCHEDULE- "C" & "D"** 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 Owner as per para No.7.1 above.
- 7.6 The Developer shall keep the original Development Agreement & Development Power of Attorney in his custody, while the Owner shall keep a certified copy of the same.
- 7.7 That save and except allocation mentioned in the **SCHEDULES-"C" & "D"** hereunder, the common areas, facilities and amenities will be jointly possessed and enjoyed by the Owner and the Developer and their heirs and nominees including the intending buyers/allottees/ Owner of the apartments and the Developer shall have exclusive right to dispose of their portions in any manner whatsoever.
- 7.8 The Developer shall be exclusively entitled to his own allocation and the Owner's allocation with the right to transfer, or otherwise deal with or dispose of the same, provided that the Developer complies with all

the terms and conditions to be observed and performed by the Developer under these presents.

- 7.9 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 unit(s)/floor/flats/car parking area(s) of the proposed building together with proportionate share of land 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 his sole discretion. It is clearly agreed and declared by the parties herein that the consideration/sale money for such sale and transfer of Owner and the Developer's allocation as aforesaid, including earnest money or initial payments or part payments thereof shall be received by the Developer directly in his account and the Developer shall disburse 15% of the sale proceeds time to time or at a time to the owner as the Developer may think fit and proper.
- 7.10 The Developer shall be entitled to execute and register Agreement(s) for Sale/s in respect of Owner's Allocation on the basis of the registered Development Power of Attorney and shall be entitled to sign all necessary papers, documents and agreements for such purpose on behalf of the Owner by virtue of the same registered Development Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.
- 7.11 The Developer on behalf of the Owner shall execute and register the Deed of Conveyance(s) or sale deeds in favour of the intending Allottees /buyers of the saleable area of the building and also to convey the undivided proportionate share of the land of the said property, 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-VIII: BUILDING

- 8.1. The Developer shall at his own costs construct, erect and complete the building at the said property in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the **SCHEDULE-"G"** hereunder written and/or as may be recommended by the Architect from time to time.
- 8.2. 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.
- 8.3. 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)/units/car parking areas constructed for sale herein on Ownership basis and as mutually agreed.
- 8.4. The Developer shall be authorized in the name of the Owner 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.
- 8.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building along with its various unit(s)/floor/flats/car parking area(s), therein in accordance with the sanction building plan.
- 8.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility and/or liability in this respect to the Architect.

ARTICLE-IX: COMMON FACILITIES

- 9.1. 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.
- 9.2. 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 Owner requiring the Owner to take possession of their allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owner 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 Owner's 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.
- 9.3. The Owner 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 Owner 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 Owner or the Developer in this behalf.
- 9.4. Any transfer or any transfer of any part of the Owner's 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.
- 9.5. The Owner 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.

ARTICLE-X : COMMON RESTRICTION

The Owner's 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:-

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.

- 10.6. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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-XI: OWNER'S OBLIGATIONS

- 11.1. The Owner 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 Owner or their agents, servants, representative or impediment to such construction; the Owner will be liable for such losses and damages.
- 11.2. The Owner 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 property in favour of the intending buyers of unit(s)/floor/flats/car parking area(s) in the said building. The Owner 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 Owner as agreed upon herein.

- 11.3. The Owner 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 property 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.
- 11.4. The Owner 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 **30 (thirty)** months within grace period of **6(six)** months from the date of sanction of the building plan or from the date of handing over vacant possession of the said property, whichever is later.
- 11.5. The Owner 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.
- 11.6. The Owner 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 Owner hereto, the Owner 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 General 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)/unit(s)/car parking area(s) of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Developer from the allottee/allottees shall not in any way fasten the Owner with any liability nor shall it create any charge upon the said property or any part thereof.

- 11.7. The Owner shall be liable to pay due tax to the B.L. & L.R.O and Kolkata Municipal Corporation on or before execution of this Agreement.
- 11.8. The Owner shall not take any loan from the bank or financial institution creating charge over the said property as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Owner' Allocation of the saleable area as mentioned in **SCHEDULE-"C" and also** in respect of apartment(s)/unit(s)/car parking area(s)/commercial space of the intending Allottee/s or buyers who want to purchase and/or buy the same from the Owner out of the Owner' Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Owner 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 hassles.
- 11.9. The Owner shall pay expenses for any rectification, correction or declaration in respect of their title, error or omissions in the related deeds and documents and to be present themselves in registration office or any other authorities.

ARTICLE-XII: DEVELOPER'S OBLIGATIONS

- 12.1. The Developer doth hereby agree and covenants with the Owner to complete the construction of the building within **30 (thirty)** months within grace period of **6(six)** months from the date of sanction of the building plan. Time should be essence of the contract.

- 12.2. The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner are prevented from enjoying, selling, assigning and/or disposing of any of the Owner's allocations in the building at the said property.
- 12.3. The Developer doth hereby agree and covenant with the Owner 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 Owner.
- 12.4. The Developer hereby agrees and covenants with the Owner not to violet or contravenes any of the provisions and rules applicable to the construction of the said proposed building.
- 12.5. The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner's 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 property.
- 12.6. The Developer shall 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-"D" and also** in respect of apartment(s)/car parking areas/ garages 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.
- 12.7. 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 Owner shall have no liability or responsibility to obtain any documents for causing necessary sanction of the building plan.

- 12.8. The Developer shall not assign this development agreement to any other third party without the prior written approval of the Owner.
- 12.9. The Developer at his own cost and expenses obtained all sorts of necessary permissions from the competent authority for construction of the building.
- 12.10. Upon sanction of the building plan, the Developer shall forward to the Owner Party's Copy of all such sanction plan.
- 12.11. 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 Owner 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.
- 12.12. The Owner do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises due to the Owner's 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.
- 12.13. The West Bengal Housing Industry Regulation Act, 2017 has come into operation and the Developer at his own cost and expenses shall obtain all sorts of necessary registrations and permissions from the concerned regulatory authority/s established under the said act and the Developer shall do, complete and comply with all applicable provisions, rules and regulations of the said Act or any amendment thereof in connection with the development of the said premises and construction of building(s) thereat as specified in this development agreement.
- 12.14. The Developer at his own cost and expenses shall do the following:-

- a) To obtain sanction of the building plan from the Kolkata Municipal Corporation.
- b) To make construction of the building as per sanction of the building plan.

ARTICLE-XIII: OWNER'S INDEMNITY

- 13.1. The Owner 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 Owner provided the Developer performs and fulfills the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XIV: DEVELOPER'S INDEMNITY

- 14.1. The Developer hereby undertakes to keep the Owner 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.
- 14.2. The Developer hereby undertakes to keep the Owner 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-XV: MISCELLANEOUS

- 15.1. The Owner 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 Owner and the Developer.
- 15.2. Immediately after possession of premises is given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanction building plan.
- 15.3. The Owner 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.

- 15.4. The Developer and/or its nominees/assignees and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owner 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/ Owner of the respective apartment(s)/ and/or car parking areas/ garages of the said building, after the handover of the possession to them by the Developer and Owner; shall maintain the same themselves and/or through an association/society to be formed for such purpose.
- 15.5. As and from the date of completion of the building; the Developer and/or its transferees/buyers/allottees and the Owner 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.
- 15.6. 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 "G"** hereunder written in the apartments/flats of the Owner 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-XVI: FORCE MAJEURE

- 16.1. 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**”.

- 16.2. “**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, Covid-19 or any other Pandemic 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 - XVII: PENAL CLAUSE

- 17.1. If the Developer fails and /or neglect to complete the construction of the said building within the time period stipulated herein (Time being considered as the essence of this contract) then the Developer shall be liable to pay Rs.2,000/- per month compensation to Owner till the completion of the said building.

ARTICLE-XVIII: JURISDICTION

- 18.1. The Courts (Civil & Criminal) of Kolkata, West Bengal alone shall have the jurisdiction to entertain and determine all actions, suits, disputes and proceedings arising out of this development agreement between the parties hereto.

THE SCHEDULE-"A" ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of land measuring 9(nine) Cottahs 4 (four) Chittacks 37(thirty seven) square feet, be the same or a little more or less, whereupon buildings and structure standing thereon, lying and situated in C.S. Dag Nos.912 & 913, corresponding to R.S. & L.R. Dag Nos.3520, 3522, 3521/3983, under C.S. Khatian Nos.61, & 61 Ka & Uma, R.S. Khatian Nos. 1859 & 766/1269 corresponding to L.R. Khatian Nos. 3122, 3126 & 3127 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101 at and being Amalgamated KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.119, under Assessee No. 41-119-02-0111-2, District Sub-Registration Office at Alipore Additional District Sub-Registration Office at Behala, District : South 24 Parganas, together with all right of easement, facilities and amenities annexed thereto, which is butted and bounded as follows :-

ON THE NORTH :- By Brojen Mukherjee Road;

ON THE SOUTH :- By 10' feet wide KMC Road;

ON THE EAST :- By three storied building;

ON THE WEST :- By two storied building;

THE SCHEDULE-"B" ABOVE REFERRED TO

(Description of the said property under Development)

ALL THAT undivided land measuring 5(five) Cottahs 11(eleven) Chittacks and 10(ten) Square feet, be the same or a little more or less, whereupon building standing thereon (having cemented flooring), measuring covered area of 1500 Square feet, lying and situated in C.S. Dag No. 913 corresponding to R.S. & L.R. Dag No.3520, under C.S. Khatian No.61, R.S. Khatian No. 1859 corresponding to L.R. Khatian Nos. 3126 of Mouza- Sahapur, J.L. No. 8 (now J.L. No. 108), R.S. No. 179, Touzi Nos. 93 & 101 at and being part of KMC Premises No.111, Brojen Mukherjee Road, corresponding to mailing address 22/1, Brojen Mukherjee Road, Police Station: Behala, Kolkata -700034, within the territorial limits of the Kolkata Municipal Corporation, in its

Ward No.119, under Assessee No. 41-119-02-0111-2, together with all right of easement, facilities and amenities annexed thereto.

THE SCHEDULE "C" ABOVE REFERRED TO

(Owner's Allocation)

In lieu of the land of the said premises, the Owner will be entitled to get 15% constructed area in the proposed building equivalent to 15% sale proceeds of the entire saleable area together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed thereto.

THE SCHEDULE "D" ABOVE REFERRED TO

(Developer's Allocation as per clause-1.8 of Article-I)

Save and except the Owner's allocation as mentioned in **SCHEDULE "C"** hereinabove, in lieu of making construction, the Developer is entitled to get rest of the 85% constructed area in the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed thereto.

THE SCHEDULE "E" 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 "F" ABOVE REFERRED TO

(Common expenses)

On completion of the building, the Owner, 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-Owner 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 "G" ABOVE REFERRED TO
WORK SCHEDULE/SPECIFICATION (FOR EACH TENEMENT)**

A. CONCRETE WORK:

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

B. LIVING/DINING PASSAGE:-

1. Floor : Vitrified Tiles
2. Walls & Ceiling : Pop/Putty Finish

C. BED ROOMS:

1. Bedrooms : Vitrified Tiles in Bedrooms.
2. Walls & Ceiling : Pop/Putty Finish.

D. KITCHEN:

1. Walls : Vitrified tiles up to 2'-0" on counter walls and wash and wash areas, balance pop/putty finish.
2. Floor : Vitrified tiles.
3. Counter : Granite Counter.
4. Fitting/Fixtures : Stainless Steel sink with reputed make fittings.

D. BATHROOMS:

1. Walls : Wall tiles upto door height.
2. Floor : Anti Skid tiles.
3. Sanitary Ware/Cp Fittings : reputed sanitary ware and fittings.

E. DOORS & WINDOWS:

1. Entrance Doors : Decorated flush doors.
2. Internal Doors : Flush Doors.
3. Windows : Sliding anodized aluminum windows.

F. ELECRTICITY:

Modular switches and concealed copper wiring with TV & AC points in all bed rooms and AC points in the dining/drawing area of all the flats comprised in the Owner's Allocation.

G. LIFT:

Reputed make lift to be installed.

EXTRA WORK (SUBJECT TO EXRTA PAYMENT):

1. 24 X 7 security.
 2. Electricity cost CESC/WBSEDCL (individual meter).
- **The above extra item will be on chargeable basis.

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. *Asit K Saha*
53, Kaki Ganga Saha
Kolkata 700038

Duogen Paul
Signature of the **OWNER**

2. *Goutam Jona*
Alipore Judges court
Ko. 27

Goutam Jona
Signature of the **DEVELOPER**

Drafted by and Prepared
in my office :-

Binay Kumar Seth
Binay Kumar Seth
Advocate
Enrolment No.F/32/13/2017 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 700027.



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

NAME:- SMT. DURGA PAUL

Signature : *Durga Paul*

Photo



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

NAME:- SRI SWAPAN PAUL

Signature : *Swapan Paul*



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



200720232013508147

GRIPS Payment Detail

GRIPS Payment ID:	200720232013508147	Payment Init. Date:	20/07/2023 07:46:13
Total Amount:	20041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	8974222480319	BRN Date:	20/07/2023 07:46:33
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr SUBHANKAR SARKAR
Mobile: 8276936406

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240135081488	Directorate of Registration & Stamp Revenue	20041
Total			20041

IN WORDS: TWENTY THOUSAND FORTY ONE ONLY.

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

PAID

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



192023240135081488

GRN Details

GRN:	192023240135081488	Payment Mode:	SBI Epay
GRN Date:	20/07/2023 07:46:13	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	8974222480319	BRN Date:	20/07/2023 07:46:33
Gateway Ref ID:	926784848	Method:	Axis Bank-Retail NB
GRIPS Payment ID:	200720232013508147	Payment Init. Date:	20/07/2023 07:46:13
Payment Status:	Successful	Payment Ref. No:	2001632858/1/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SUBHANKAR SARKAR
Address:	ALIPORE JUDGES COURT KOL 700027
Mobile:	8276936406
Period From (dd/mm/yyyy):	20/07/2023
Period To (dd/mm/yyyy):	20/07/2023
Payment Ref ID:	2001632858/1/2023
Dept Ref ID/DRN:	2001632858/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001632858/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	20020
2	2001632858/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	20041

IN WORDS: TWENTY THOUSAND FORTY ONE ONLY.

PAYED

Major Information of the Deed

Deed No :	I-1602-10412/2023	Date of Registration	20/07/2023
Query No / Year	1602-2001632858/2023	Office where deed is registered	
Query Date	24/06/2023 7:18:07 PM	D.S.R. - 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. 1,10,34,856/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,030/- (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: Brojen Mukherjee Road, , Premises No: 111, , Ward No: 119 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	5 Katha 11 Chatak 10 Sq Ft		1,00,22,356/-	Property is on Road
Grand Total :				9.4073Dec	0 /-	100,22,356 /-	




Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft.	0/-	10,12,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1500 sq ft	0 /-	10,12,500 /-	

and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs DURGA PAUL Wife of Mr Swapan Paul Executed by: Self, Date of Execution: 20/07/2023 , Admitted by: Self, Date of Admission: 20/07/2023 ,Place : Office			
	20/07/2023	LTI 20/07/2023		20/07/2023
26, Sahapur Main Road, City:- , P.O:- Sahapur, P.S:-Behala, District:-South24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AXxxxxxx3F, Aadhaar No: 56xxxxxxx7626, Status :Individual, Executed by: Self, Date of Execution: 20/07/2023 , Admitted by: Self, Date of Admission: 20/07/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SWAPAN PAUL (Presentant) Son of Late Ram Chandra Paul Executed by: Self, Date of Execution: 20/07/2023 , Admitted by: Self, Date of Admission: 20/07/2023 ,Place : Office			
	20/07/2023	LTI 20/07/2023		20/07/2023
Son of Late Ram Chandra Paul 26, Sahapur Main Road, City:- , P.O:- Sahapur, P.S:-Behala, District:-South24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx2F, Aadhaar No: 22xxxxxxx7424, Status :Individual, Executed by: Self, Date of Execution: 20/07/2023 , Admitted by: Self, Date of Admission: 20/07/2023 ,Place : Office				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Goutam Jana Son of Mr Mahitosh Jana Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	20/07/2023	20/07/2023	20/07/2023
Identifier Of Mrs DURGA PAUL, Mr SWAPAN PAUL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs DURGA PAUL	Mr SWAPAN PAUL-9.40729 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs DURGA PAUL	Mr SWAPAN PAUL-1500.00000000 Sq Ft

Endorsement For Deed Number : I - 160210412 / 2023

20-07-2023

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 12:30 hrs on 20-07-2023, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr SWAPAN PAUL ,Claimant.

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 1,10,34,856/-

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

Execution is admitted on 20/07/2023 by 1. Mrs DURGA PAUL, Wife of Mr Swapan Paul, 26, Sahapur Main Road, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession House wife, 2. Mr SWAPAN PAUL, Son of Late Ram Chandra Paul, 26, Sahapur Main Road, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business

Identified 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 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/07/2023 7:46AM with Govt. Ref. No: 192023240135081488 on 20-07-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 8974222480319 on 20-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 20,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 884220, Amount: Rs.10.00/-, Date of Purchase: 13/07/2023, Vendor name: S C Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/07/2023 7:46AM with Govt. Ref. No: 192023240135081488 on 20-07-2023, Amount Rs: 20,020/-, Bank: SBI EPay (SBlePay), Ref. No. 8974222480319 on 20-07-2023, Head of Account 0030-02-103-003-02



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 1602-2023, Page from 347450 to 347511

being No 160210412 for the year 2023.



Digitally signed by Suman Basu
Date: 2023.07.20 17:00:20 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 2023/07/20 05:00:20 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)