

2658/19

12/6/19



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AB 837167

Certified that the document is submitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

Addl. Dist. Sub Registrar  
Alipore, South 24 Parganas

12 JUN 2019

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this 12<sup>th</sup> day of June, 2019 (Two thousand nineteen)

**BETWEEN**

837167  
12.6.19  
13.58  
2658/19

12 JUN 2019

8565

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

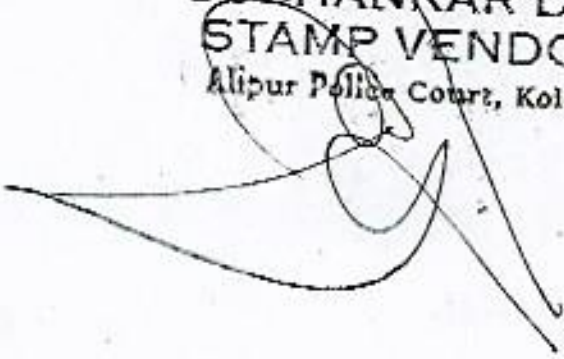
Name: ..... Viola Sain 40th.

Address: ..... 25, Chetla Road.

Vendor: .....

Alipore. KOT-27.

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



Subh Singha Roy  
LT. PANCHANAN SINGHA ROY  
SERVICE  
45 CHETLA ROAD KOLKATA-700027  
P.S.-CHETLA

Addl. Dist. Sub-Registrar  
Alipore  
12 JUN 2019  
South 24 Parganas  
PO-27-700027

1) SMT. MAHUYA SAIN, PAN - ASBPS7050H, wife of late Santanu Sain, 2) MS. VIOLA SAIN, PAN - LLHPS6039J, daughter of late Santanu Sain, both by faith Hindu, Indian Citizen, by occupation no.1 Housewife, and no.2 Student, both residing at 25, Chetla Road, P.O. Alipore, P.S. previously Alipore now Chetla, Kolkata - 700 027, District - South 24 Parganas, hereinafter jointly called and referred to as the "OWNERS/FIRST PARTY" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs legal representatives and assigns) of the ONE PART.

AND

M/S. PIONEER CONSTRUCTION, PAN - AWUPSS128D, a Proprietorship Firm, having It's Office at B/45/H/9, Chetla Road, P.O. Alipore, P.S. previously Alipore now Chetla, Kolkata - 700 027, District - South 24 Parganas, represented by its Proprietor SRI TARAK SINGHA ROY, PAN - AWUPSS128D, son of late Panchanan Singha Roy, by faith Hindu, Indian Citizen, by occupation Business, at present residing at B/45/H/2, Chetla Road, P.O. Alipore, P.S. previously Alipore now Chetla, Kolkata - 700 027, District - South 24 Parganas,

hereinafter called and referred to as the "DEVELOPER/SECOND PARTY" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs legal representatives and assigns) of the OTHER PART.

WHEREAS the premises No. 44, Chetla Road, Kolkata - 700 027, measuring more or less on measurement 5 Cottahs 13 Chittaks 43 Sq. Ft. together with brick built Sal ballah tin shed structures standing thereon, was one of the joint properties owned by belonging to the then owners of Addy Estate. One Bijoy Addy, since deceased filed a suit for partition and accounts before the 1<sup>st</sup> Court of Subordinate Judge at Alipore and the said suit was registered on 19<sup>th</sup> May, 1937 as Title Suit No. 55 of 1937. In the year 1945 the said suit was transferred to the Ld. 4<sup>th</sup> Court of the Subordinate Judge at Alipore for early disposal and was re-numbered as Title Suit No. 39 of 1945 and thereafter the said suit was again transferred to the Ld. 1<sup>st</sup> Court of Subordinate Judge at Alipore and was reverted to the original Title Suit No. 55 of 1937.

AND WHEREAS the premises No. 44, Chetla Road, was subject matter of the said partition suit as it will appear from the Schedule of the plaint.

AND WHEREAS on 18<sup>th</sup> June, 1953 a preliminary decree was passed in the suit on the basis of compromise petition filed by the parties, to the suit.

AND WHEREAS in clause 20 of the said compromise petition it was agreed between the parties of the said partition suit the premises No. 44, Chetla Road was one of the said properties on which structure was constructed by one Satish Chandra Addy predecessor-in-interest of the VENDORS herein and in terms of the said compromise decree the premises No. 44, Chetla Road was allotted to the defendant No.7 Ramesh Chandra Addy, since deceased and who became the sole owner of the said premises No. 44, Chetla Road, Kolkata - 700 027, predecessor-in-interest of the VENDORS herein.

AND WHEREAS said Ramesh Chandra Addy died intestate on 28.03.1977 leaving behind his widow Shanti Sudha Addy, since deceased and three married daughters, namely Mamata Pal, since deceased, Smt. Nila Dey and Smt. Manju Guha, as his

legal heirs and successors and they inherited the said premises and became the owners and were in possession of the said premises No. 44, Chetla Road, Kolkata - 700 027, as owners thereof and let out the said premises to one Ram Kumar Singh by a registered Deed of Lease dated 11.12.1987 for a period of twenty one years.

**AND WHEREAS** on expiry of the said period of lease the tenant Ram Kumar Singh failed to vacate the said property to the lessors. The lessors the Vendors herein filed a suit for eviction being Title Suit No. 8 of 2009 before the Ld. 1<sup>st</sup> Court of the Civil Judge (Senior Division) at Alipore and the said suit was decreed on 23.09.2011 and got possession through court in Title Execution Case No. 2 of 2012.

**AND WHEREAS** the said Shanti Sudha Addy died intestate on 02.11.2002 leaving behind her three married daughters namely Mamata Pal, since deceased, Smt. Nila Dey and Smt. Manju Guha as her legal heirs and successors and they became the owner of the said premises No. 44, Chetla Road, Kolkata 700 027, as owners.

**AND WHEREAS** said Mamata Pal died intestate on 15.03.2005 leaving behind his only son Sri Anshumali Paul as her legal heirs and inherited undivided one third share in the said premises, the husband of said Mamata Pal, Sukumar Pal died intestate on 28.03.1991.

**AND WHEREAS** the Vendors therein viz. Smt. Monju Ghosh, Smt. Nila Dey and Sri Anshumoti Paul became the sole joint owners of premises No. 44, Chetla Road, Kolkata - 700 027, P.S. Chetla, and each having undivided one third share in the said premises and they mutated their names before the Kolkata Municipal Corporation as owners in the Assessment records, being Assessee No. 11-082-040091-4 within the Municipal Limits of the Corporation, Ward No. 82 and were in possession of the said premises as full owners.

**AND WHEREAS** the then Vendors herein agreed to sell and the purchaser Santanu Sain, (since deceased) agreed to purchase the aforesaid premises No. 44, Chetla Road, Kolkata - 700 027, more fully described in the Schedule hereunder at a consideration mentioned therein.

AND WHEREAS the then Vendors therein offered to sell the said land measuring about 5 Cottahs 13 Chittaks 43 Sq. Ft. along with Tin Shed structure measuring about 500 square feet at premises No. 44, Chetla Road, P.S.- Alipore, Calcutta - 700 027, within the limit of Kolkata Municipal Corporation, Ward No. 82, and the then purchaser therein namely Santanu Sain (since deceased) accepted and agreed to purchase the said land and structure at the said consideration.

AND WHEREAS the said Santanu Sain, since deceased) by a registered Deed of Conveyance dated 29<sup>th</sup> March, 2018 purchased **ALL THAT** piece and parcel of land measuring about 5 cottahs 13 chittaks 43 square feet together with tin shed structure standing thereon appertaining to Premises no.44, Chetla Road, P.S. Chetla, Kolkata - 700 027, more fully described in the Schedule to the said Deed of Conveyance from Smt. Manju Guha and two others as vendors for a valuable consideration mentioned therein and the said registered Deed of Conveyance registered in the office of District Sub-Registrar at Alipore, 24 Parganas (South) and recorded in Book no.1, Volume no.1601-2018, Pages from 41061 to 41091, Being no.160101126, for the year 2018 and since purchase the said Santanu Sain, was in



possession of the said purchase property and mutated his name before the Kolkata Municipal Corporation being Assessee no.110820400914.

**AND WHEREAS** the said Santanu Sain died intestate on 02.01.2019 leaving behind the widow Smt. Mahuya Sain and one daughter Miss. Viola Sain as his legal heirs and successors and they became the owners of "A" Schedule property.

**AND WHEREAS** the Owners herein decided to develop the said property, by raising construction of multi-storied building on the said property.

**AND WHEREAS** having no requisite fund, experience or workmanship the Owners herein ultimately decided to place the responsibility for Development of the said property to a competent person or persons having adequate experience, goodwill, workmanship and financial means to undertake the responsibility for construction of the proposed building till completion over the said property.

**AND WHEREAS** the Developer herein took inspection of the said property and the said Developer agreed to take the responsibility for development of the said property by raising

multi-storied building/building after demolishing the existing structure standing thereon till completion at its own costs and expenses.

**AND WHEREAS** it has been further agreed by and between the parties that immediately on execution of this presents the OWNERS shall hand over vacant possession of the said property in favour of the Developer herein and in consideration of the such costs and expenses the Developer to appropriate the sale proceed of the existing tin shed structure and the Developer shall also bear the cost of demolition and sale all old building materials.

**ON OR BEFORE THE EXECUTION OF THIS AGREEMENT THE OWNERS HEREIN HAVE ASSURED AND REPRESENTED THE DEVELOPER AS FOLLOWS :-**

- a) At present the Owners herein are the sole and absolute owners of **ALL THAT** piece and parcel of land measuring an area of 5 Cottahs 13 chittaks 43 square feet more or less together with tin shed structure standing thereon lying and situated at Premises no.44, Chetla Road, under Kolkata Municipal Corporation Ward no.82, P.S. Chetla, Kolkata -

700 027, District South 24-Parganas, which is morefully and particularly - described in the **SCHEDULE - "A"** hereunder written.

- b) The above title of the Owners of the said property is true and correct.
- c) The Owners herein have paid-all rates and taxes to the Kolkata Municipal Corporation and other outgoings and impositions in respect of the said property up-to-date till execution of this Agreement.
- d) The Owners herein are in khas possession of the said property.
- e) There is no suit and/or legal proceedings and/or litigations pending in any Court involving the question of title to the said property or part thereof involving the Owners. Neither there are any separate agreement/agreements with anyone else relating to the said property.
- f) There are no arrears of taxes and/or dues of the Owners with the Income Tax, Wealth Tax, Gift Tax and/or other appropriate body or authorities that may affect the said property in any manner whatsoever. Neither the said

property nor any part thereof has been attached under any Decree or Order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.

- g) There are no impediments or bar under any Law or Statute as on the date of this Agreement by which the Owners are prevented from selling and transferring their right, title and interest in the said property and as such the Owners herein are entitled to execute the necessary deeds of Conveyance in favour of the Developer herein and/or the Purchasers of the Developer's Allocations as the case may be, in respect of the said proposed building. Further the Owners herein have not in any way dealt with the said property whereby the right, title and interest of the Owners herein as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
- h) The said property or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any Law and/or otherwise nor any notice or intimation about any such

proceedings have been received or come to the notice of the Owners herein.

- i) The said property is free from all sorts of mortgages, charges, loan, lien, dispendences, attachments, acquisitions, requisitions and any other encumbrances whatsoever.
- j) The Owners hereon are fully and sufficiently entitled to enter into this Agreement.

Relying upon the aforesaid representations and believing the same to be true and accordingly the Developer herein has agreed to develop the said property by constructing multi-storied building and do the works on the terms and conditions hereunder written.

## 2. DEFINITIONS :

The terms in these presents shall unless contrary or repugnant to the context mean and include the following :-

1. **OWNERS** : shall mean 1) **SMT. MAHUYA SAIN**, PAN - ASBPS7050H, wife of late Santanu Sain, 2) **MS. VIOLA SAIN**, PAN - LLHPS6039J, daughter of late Santanu Sain,

both by faith Hindu, Indian Citizen, by occupation no.1 Housewife, and no.2 Student, both residing at 25, Chetla Road, P.O. Alipore, P.S. previously Alipore now Chetla, Kolkata - 700 027, District - South 24 Parganas.

2. **DEVELOPER** : shall mean **M/S. PIONEER CONSTRUCTION**, PAN - AWUPSS128D, a Proprietorship Firm, having It's Office at B/45/H/9, Chetla Road, P.O. Alipore, P.S. previously Alipore now Chetla, Kolkata - 700 027, District - South 24 Parganas, represented by its Proprietor **SRI TARAK SINGHA ROY**, PAN - AWUPSS128D, son of late Panchanan Singha Roy, by faith Hindu, Indian Citizen, by occupation Business, at present residing at B/45/H/2, Chetla Road, P.O. Alipore, P.S. previously Alipore now Chetla, Kolkata - 700 027, District - South 24 Parganas.
- 2.3 **ADVOCATE** : shall mean the Advocate as nominated by the Developer herein to act on behalf of the Developer and Advocate duly nominated by the Owner for her Allocation as per sweet-will.

- 2.4 **THE SAID PROPERTY** : shall mean **ALL THAT** piece and parcel of land measuring an area of 5 Cottahs 13 chittaks 43 square feet more or less together with tin shed structure standing thereon lying and situated at Premises no.44, Chetla Road, under Kolkata Municipal Corporation Ward no.82, P.S. Chetla, Kolkata - 700 027, District South 24-Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 2.5 **DEVELOPMENT AGREEMENT**: shall mean this Agreement with such modifications and/or alternations as may be mutually agreed upon.
- 2.6 **SAID PLAN** : shall mean the plan/s to be sanctioned by the Kolkata Municipal Corporation with such modification and/or alternations as may be required or which may be made and prepared by the Developer from time to time in the said premises with the consent of Owners herein.
- 2.7 **SAID BUILDING** shall mean the building to be constructed at the said premises in accordance with the building plan sanctioned by the Competent Authority of ground plus four storied building consisting of several

self-contained flats /apartments /units/car parking spaces and other spaces capable of being held and/or transferred and/or used and enjoyed independently of each other.

**2.8 ARCHITECT** : shall mean such qualified person/s who may be appointed by the Developer for the purpose of the undertaking the preparation of the building plan and causing the same to be sanctioned by competent sanctioning authority and also for carrying out supervision and management of the construction of the proposed building on the said premises.

**2.9 UNIT** : shall mean and include the Flats and other constructed areas in the proposed building, which is capable of being exclusively owned, used and/or enjoyed by any unit owner.

**2.10 COMMON AREAS & FACILITIES** : shall mean and include such common areas and installations in the; building and the premises after the development, like stair, stair cases, ultimate roof landings, passages, path ways, water pump and common electric meter



space and plumbing installations as may be decided and/or provided by the Developer.

- 2.11 **FORCE MA JURE** : shall include natural calamities, Act of God, flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, Civil War, Air Raid, Strike, Notice, Injunction or Prohibitory Order from K. M. C. (not due to deviation from plan by the Developer) or any other statutory body or any Court, Government Regulations, new and/or changes in any Municipal or other Rules, Laws or Policies affecting or likely to affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities in the market and/or any circumstances beyond the control the Developer.
- 2.12 **FLAT OWNERS** : shall according to its context, mean all persons who acquired and own different unit/s in the proposed building including the Owners.
- 2.13 **PROPORTION** : with all its cognate variations shall mean such ratio, the built-up area of any unit or units be in relation to the built-up areas of all the units in the proposed building.

2.14 The Words importing singular shall include plural and vice-versa, words importing masculine gender shall include feminine gender and neuter gender shall include masculine and neuter gender and similarly words importing neuter gender shall include masculine and feminine genders.

3. **DEVELOPMENT RIGHTS AND COMMENCEMENT :**

This Agreement is effective from the date of execution of this agreement and shall remain valid till such time all the Flats of the Developer allocation are not sold to the Purchasers of the Developer and handed over to the Owner's Allocation to Owners herein.

4. **PERMISSION TO CONSTRUCT :**

In consideration of the terms and conditions herein after provided and subject to the terms and conditions as are herein contained the Owner hereby grant exclusive right of Development of the said premises whereby and where under the Developer shall be entitled to and is hereby authorized and empowered to construct, erect and complete the proposed building in the said premises.

**5. PLAN & LICENCE :**

- 5.1 The Developer shall prepared through its Architect the building plan and sanctioned building plan in the name of the Owners herein and for the purpose of sanctioning of the said plan the Developer entitled and obtained all necessary permissions approval and/or sanctions as necessary or required from time to time.
- 5.2 The Owners hereby agreed to sign the said building plan and all other necessary papers as may be required from time to time to enable the Developer for smooth raising of the present construction work.

**6. CONSTRUCTION :**

- 6.1 Owners hereby authorize and empower the Developer herein and the Developer hereby agrees and undertakes to construct, erect and complete the said building in accordance with the sanctioned building plan sanctioned by the Kolkata Municipal Corporation with all internal and external services amenities fittings and fixtures, etc. The developer shall have right to raised a extra floor and the owner will not get any share of the said extra floor and

shall have no right to raised any objection to that construction.

6.2 It is hereby agreed by and between the parties hereto that the said building shall be constructed, erected and completed in accordance with specifications morefully and particularly described in the **FOURTH SCHEDULE** hereunder written as approved by the Architect.

6.3 The entire cost of construction, erection, amenities in connection thereto and completion of the said building to be constructed in the said premises as specified in the **FOURTH SCHEDULE** hereunder written including the area falling to the share of the Owner's Allocation shall be borne by the Developer. Such costs shall include costs of all overheads regarding construction, price rise in the cost of materials used for construction, fees and charges payable to the Kolkata Municipal Corporation, Architects and Engineers in respect of the construction, costs for the purpose of obtaining licenses. The Owners shall bear and pay the cost for installations of electric meter, connections, security deposits for the electric meter ~~proportionately~~ in respect of the- Owner's Allocation and proportionate cost

of the Generator and its accessories, if any, installed in the said building. But the cost will be the actual payable amount to the conveying authority.

- 6.4 Unless prevented by the Kolkata Municipal Corporation or any Government Agency or by any order from competent Court of Law and the Developer shall complete the construction of the said building within 24 months thus further 6 months to be extended from date of sanction of building plan and also deliver the physical possession of the Owner's Allocation to the Owners herein. The time stipulation in this regards shall be the essence of contract.

7. **OWNERS' ALLOCATION :**

- i) If the building Plan of G+4 storied building sanctioned by the K M. C. after completion of the construction of the multi-storied building the Owners herein shall be entitled to get entire 2<sup>nd</sup> floor of the proposed building including the common facilities together with all amenities to be allotted to the owners herein more fully described in the **SECOND SCHEDULE** hereunder written as consideration for permitting the Developer to develop the said property.

and commercially exploit the same along with non-refundable cash consideration of ~~Rs. 1,00,00,000/- (Rupees One Crore)~~ only and out of the said Consideration Developer shall pay the said amount by installment of the Developer failed to pay the ~~said amount of Rs. 1,00,00,000/- (Rupees One Crore)~~ only within fifteen days from the date of Sanctioned Plan obtained from the K.M.C. in that event the owners shall have right to revoke the agreement and the owners shall received from the Developer with interest.

*Kofa Lain  
Mahiya Lain*

## 8. DEVELOPERS' ALLOCATION

- 8.1 Save and except the above said constructed area specified as Owner's Allocation the Developer shall be exclusively entitled to the balance constructed areas in the proposed building more fully described in the **THIRD SCHEDULE** after allotting the Owner's Allocation to the Owners herein ~~TOGETHER WITH~~ the proportionate undivided impartible share and/or interest in the land in the said building proportionate to the Developer's Allocation as

*Kofa Lain  
Mahiya Lain*

sanctioned by the Kolkata Municipal Corporation as per prevailing building rules and regulations.

9. **OWNER'S OBLIGATIONS**

- 9.1 Simultaneously with execution of this agreement the Owners shall handover the xerox copies of all deeds and documents of title and other papers relating to the said premises to the Developer herein under accountable receipt. The owners shall produce the original Deeds and all documents to the Developer as and when required for the purpose of building sanctioned plan by the authorized representatives of the owners and after completion of work the Developer shall return the same to the owners. After completion of the building the owners shall return all original Deeds and documents to the Developer.
- 9.2 The Owners shall execute and register a Development Power of Attorney in favour of the Developer herein in terms and conditions of this Agreement to execute sale, transfer flats, car parking spaces and other spaces of the building for Developer's Allocation to the Purchaser/s of

Developer and to act all the necessary dealing with related authorities on behalf of the land owners.

- 9.3 The Owners herein shall handover the vacant physical possession of the said premises immediately after execution of these presents to the Developer herein by evicting the tenants if any. In that event the Developer shall bear the shifting charges of Owners herein regularly till the handing over the physical possession of the Owner's Allocation at first.
- 9.4 The Owners shall sign and execute all necessary applications papers documents and to do all such acts deeds and things as the Developer may require in order to legally and effectually, vest in the Developer or the Purchasers of the Developer's Allocation in the said premises and completing the construction erection and completion of the said building in accordance with the sanctioned building plan.
- 9.5 The Owners hereby undertake that they will not cause any hindrance in the construction of the said building at the said premises and further undertake not to take any action



whereby and where under smooth construction of the said building is disturbed unless the Developer creates anything detrimental to the development or the interest of the Owners.

9.6 The Owners shall or may enter into agreement for sale or transfer in respect of the Owner's Allocation only as stated hereinbefore, with the intended purchaser/s of their own choice.

9.7 The Owners shall not cancel or rescind this agreement till such time the said building is completed as stated in Paragraph 6.4 in all respect and all the flats/units and other spaces are handed over to the Purchaser/s of the Developer's Allocation PROVIDED HOWEVER the Developer performs all his duties in terms of this Development Agreement.

10. **DEVELOPER'S OBLIGATIONS**

10.1 The Owners shall put the Developer in physical possession of the said premises and the Developer shall have right to enter upon the said premises and do soil testing, survey of the said premises and all other preparatory works, as may

be necessary for the preparation, submission, obtaining sanction of the building plan at the costs and expenses of the Developer.

- 10.2 The Developer shall complete the construction of the said building within the period of 24 months and further extended period of 6 months from the date of sanction building plan, however, due to force majeure or any other reasons beyond the control of the Developer.
- 10.3 The Developer shall handover the Owner's Allocation to the Owners herein after completing the construction of the building at first in all respect complete inhabitable condition including sanitary and other fittings as morefully described in the **FOURTH SCHEDULE**. The Developer shall use good quality materials, fixtures and fittings for constructing the said building as prescribed by the architect.
- 10.4 The Developer after handing over the possession and registration of all flats and other spaces of the proposed building shall form an Association of all flat owners and the Owners shall render all co-operations in that respect.

11. MISCELLANEOUS

- 11.1 Any notice required to be given by the Owners or the Developer shall without prejudice to any other mode of service available be deemed to have been served either on the Owners or the Developer if delivered by hand duly acknowledged or sent by the prepaid registered post with acknowledgement due and be deemed to have been served on the Owners or the Developer and shall be deemed to have been served on the Developer if sent to the Principal/Registered Office of the Developer.
- 11.2 None of the parties hereto shall do any act, deed or thing whereby and where under the other the other parties are prevented from enjoying and/or dealing with their respective allocation in terms of this Development Agreement.
- 11.3 Both the parties hereby covenant with each other to do all such other lawful acts deeds or filings as may be reasonably required by the either of the parties for the purpose of giving effect to and/or implementing this Development Agreement.

12. **ARBITRATION & JURISDICTION**

- 12.1 All disputes and differences between the parties hereto of opinion regarding the construction and/or touching the affairs of construction and/or interruption of any of the clauses of this Indenture shall be firstly decided by the parties hereto. If the same is not settled by them amicably the matter shall be referred to sole arbitration and the same shall be deemed to be referred within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modifications thereof. The said Arbitrator will decide the matter and give his award according to the provisions of Arbitration and Conciliation Act, 1996 which shall be conclusive and binding upon the parties hereto. If parties do not agree on the issue of Sole Arbitrator then the provisions of the Arbitration and Conciliation Act, 1996 shall be followed.
- 12.2 The Court of Alipore and Hon'ble High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of those presents between the parties hereto.

**FIRST SCHEDULE ABOVE REFERRED TO**

(Description of Property)

**ALL THAT** piece and parcel of land measuring an area of 5 Cottahs 13 chittaks 43 square feet more or less together with 500 square feet brick built tin shed structure standing thereon lying and situated at Premises no.44, Chetla Road, under Kolkata Municipal Corporation Ward no.82, P.S. Chetla, Kolkata - 700 027, District South 24-Parganas and said property butted and bounded by:-

<b>ON THE NORTH</b>	:	Partly 44H, Chetla Road and partly 45, Chetla Road.
<b>ON THE SOUTH</b>	:	43, Chetla Road.
<b>ON THE EAST</b>	:	40' feet wide Chetla Road.
<b>ON THE WEST</b>	:	45, Chetla Road.

**SECOND SCHEDULE ABOVE REFERRED TO**

(Owners' Allocation)

- i) If the building Plan of G+4 storied building sanctioned by the K M C after completion of the construction of the multi-storied building the Owners herein shall be entitled to get entire floor 2<sup>nd</sup> floor of the proposed building including the common facilities together with all

amenities to be allotted to the owners herein as consideration for permitting the Developer to develop the said property and commercially exploit the same ~~along~~ ~~non-refundable cash consideration of Rs. 1000000~~ ~~only by installments.~~

*Viola Boin*

*Mahuya Saini*

**THIRD SCHEDULE ABOVE REFERRED TO**

(Developers' Allocation)

**DEVELOPER'S ALLOCATION** - shall mean the remaining floors, flats, car parking spaces and other spaces as per sanctioned plan for the new building to be constructed at the said property including the common facilities which shall absolutely belong to the Developer after providing for the Owners' Allocation as aforesaid, under this agreement it being expressly agreed that this will not prevent the Developer from entering into any agreement for sale and transfer in respect of the Developer's Allocation.

**FOURTH SCHEDULE ABOVE REFERRED TO**

(Type of construction and specification)

<b>Super Structure</b>	:	Brick with R. C. C. structure
<b>Walls</b>	:	200 mm thick external walls, 125/75 mm thick internal walls
<b>Flooring</b>	:	Marble flooring in bed room living/dining, kitchen, toilet, store room, balcony and skirting in 3" high
<b>Internal Door</b>	:	Flush doors with chitkani.
<b>Main Door</b>	:	Flash doors with lock.
<b>Windows</b>	:	Aluminium windows.
<b>Internal Finish</b>	:	Plaster of paris for inside walls and ceiling,
<b>Painting</b>	:	One coat wood primer.
<b>External painting</b>	:	All external walls will be painted.
<b>Electrical</b>	:	Fully concealed wiring.
<b>Bed room</b>	:	Two light points, one fan point and one plug point.
<b>Entrance gate of the flat</b>	:	One light point, one bell point.
<b>Kitchen</b>	:	Black stone kitchen top and 2 feet height glaze tiles above the kitchen top, one light point, one exhaust fan point and one 15 Amp. Plug point.
<b>Water</b>	:	From K.M.C. water supply.

Drawing cum dining	:	Three light points, one fan points, two 5 Amp. Plug points, one 15 Amp. Plug point.
Toilet	:	One light point, one exhaust fan point, one 15 Amp plug point in one toilet.
Balcony	:	One light point.
Toilet	:	Glaze tiles up to six feet height fix European style sanitary ware, wash basin, concealed water line with bib cock.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

(Common areas /portions)

- 1) Entrance and exits to the said premises and the proposed building.
- 2) Boundary walls and main gate of the said premises and proposed building.
- 3) 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.
- 4) Space underneath the stairs of the ground floor where meter, pumps and 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).

- 5) Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room.
- 6) Water supply system water pump and 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.
- 7) Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/units in common by the co-owners.
- 8) Land underneath of the proposed building.
- 9) Common bath cum privy in the ground floor of the proposed building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(Common expenses)

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

- 1) 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.
- 2) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.
- 3) All charges and deposits for supplies of common utilities to the co-owners in common.

- 4) Municipal Tax water tax and other levies in respect of the said premises and the proposed building save those separately assessed on the purchasers.
- 5) Costs of formation and operating the Association.
- 6) Costs of running maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any.
- 7) Electricity charges for the electricity energy consumed for the operation of common services. 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-owners in common.

IN WITNESS WHEREOF the parties hereto have put their respective signature and seals on the day, the month and the year first above written.

**SIGNED, SEALED & DELIVERED**

In the presence of WITNESSES :-

1. Sukanta Datta  
39B, CHETLA Road, Kolkata  
700027


Viola Saini  
Mahuya Saini  
SIGNATURE OF THE OWNERS

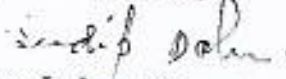
2. Ananta Singha Ray  
45/Chetla Road Kolkata - 700027

PIONEER CONSTRUCTION  
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by :-












  
Advocate  
Alipore Judges' Court,  
Kolkata - 700 027.  
Enrollment No. WB/996/89  
Computer typed by :-

  
Alipore Judges' Court,  
Kolkata - 700 027.

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					












Name.....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name MAHUYA SAIN












Signature Mahuya Sain

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Viola

Name VIOLA SAIN

Signature Viola Sain


		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

T.S.

Name TARAK SINGHA ROY

Signature T.S.

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
ASBPS7050H



नाम /NAME  
MAHUYA SAIN

पिता का नाम /FATHER'S NAME  
TAPAN DUTTA

जन्म तिथि /DATE OF BIRTH  
27-01-1977

हस्ताक्षर /SIGNATURE  
*Mahuya Sain*

*Shahin*  
आयकर अधिकारी, (व्यक्तिगत), कोलकाता  
COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

*Mahuya Sain*

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

LLHPS6039J



नाम  
VIOLA SAIN

पिता/पति का नाम  
SANTANU SAIN

जन्म तिथि  
03/06/2000

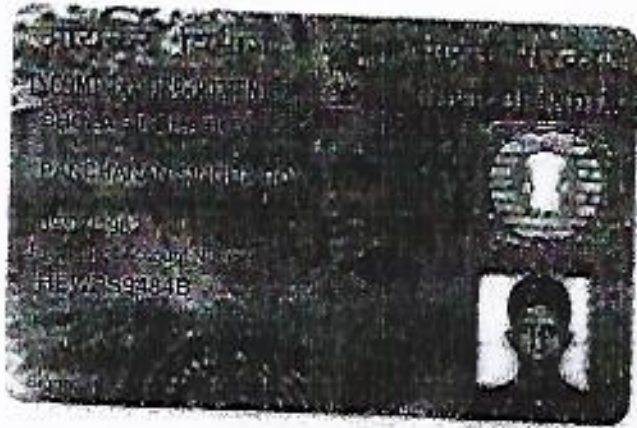
*Viola Sain*



*Signature*







Ishola Singha Bay

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201920-002395212-1 Payment Mode Online Payment  
GRN Date: 12/06/2019 12:45:00 Bank: State Bank of India  
BRN: IK0ABWHRH7 BRN Date: 12/06/2019 12:45:57

DEPOSITOR'S DETAILS

Id No. : 16050000879784/5/2019  
(Query No./Query Year)

Name : TARAK SINGHAROY  
Contact No. : Mobile No. : +91 8697724903  
E-mail :  
Address : B 45 H 2 CHETLA ROAD KOLKATA 700027  
Applicant Name : Mr CHANDAN KHATUA  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16050000879784/5/2019	Property Registration- Stamp duty	0030-02-103-003-02	74320
2	16050000879784/5/2019	Property Registration- Registration Fees	0030-03-104-001-16	21

Total

74341

In Words : Rupees Seventy Four Thousand Nine Hundred Forty One only

### Major Information of the Deed

Deed No :	I-1605-03340/2019	Date of Registration	12/06/2019
Query No / Year	1605-0000879784/2019	Office where deed is registered	
Query Date	10/06/2019 1:59:14 PM	A.D.S.R. ALIPORE, District South 24 Parganas	
Applicant Name, Address & Other Details	CHANDAN KHATUA ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8697724903, 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. 5,00,000/-	Rs. 3,00,82,036/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article 48(g))	Rs. 21/- (Article E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :



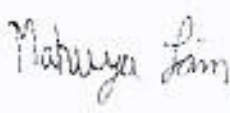


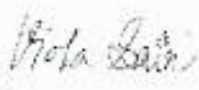
District South 24-Parganas, P.S : Chetla, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chetla Road, Premises No: 44, , Ward No: 082 Pin Code : 700027

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
11			Bastu	5 Katha 13 Chatak 43 Sq Ft	4,70,000/-	2,99,32,036/-	Width of Approach Road: 40 Ft.
<b>Grand Total :</b>				<b>9.6892Dec</b>	<b>4,70,000 /-</b>	<b>299,32,036 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On land L1	500 Sq Ft	30,000/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor: 500 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Fxent of Completion: Complete					
<b>Total :</b>		<b>500 sq ft</b>	<b>30,000 /-</b>	<b>1,50,000 /-</b>	



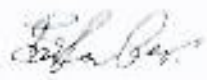
**Land Lord Details**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b></p> <p><b>Smt MAHUYA SAIN</b> (Prosentant ) Wife of late SANTANU SAIN Executed by: Self, Date of Execution: 12/06/2019 , Admitted by: Self, Date of Admission: 12/06/2019 ,Place : Office</p>	<p><b>Photo</b></p>  <p>12/06/2019</p>	<p><b>Finger Print</b></p>  <p>L II 12/06/2019</p>	<p><b>Signature</b></p>  <p>12/06/2019</p>
<p>25, CHEILA ROAD, P.O:- ALIPORE, P.S:- Chella, District:-South 24-Parganas, West Bengal, India, PIN - 700077 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ASBPS7050H, Status :Individual, Executed by: Self, Date of Execution: 12/06/2019 , Admitted by: Self, Date of Admission: 12/06/2019 ,Place : Office</p>				
2	<p><b>Name</b></p> <p><b>Miss VIOLA SAIN</b> Daughter of Late SANTANU SAIN Executed by: Self, Date of Execution: 12/06/2019 , Admitted by: Self, Date of Admission: 12/06/2019 ,Place : Office</p>	<p><b>Photo</b></p>  <p>12/06/2019</p>	<p><b>Finger Print</b></p>  <p>L II 12/06/2019</p>	<p><b>Signature</b></p>  <p>12/06/2019</p>
<p>25, CHEILA ROAD, P.O:- ALIPORE, P.S:- Chella, District:-South 24-Parganas, West Bengal, India, PIN - 700077 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: LLHPS6039J, Status :Individual, Executed by: Self, Date of Execution: 12/06/2019 , Admitted by: Self, Date of Admission: 12/06/2019 ,Place : Office</p>				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p><b>MS PIONEER CONSTRUCTION CO.</b> B/45/H/9, CHEILA ROAD, P.O:- ALIPORE, P.S:- Chella, District: South 24-Parganas, West Bengal, India, PIN - 700027 , PAN No. : AWUPS5128D, Status :Organization, Executed by: Representative</p>			

Representative Details :

SI No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Mr TARAK SINGHA ROY</b> Son of Late PANCHANAN SINGHA ROY Date of Execution: 12/06/2019, Admitted by: Self, Date of Admission: 12/06/2019, Place of Admission of Execution: Office	 Jun 12 2019 4:17PM	 L1 12/06/2019	 12/06/2019
B/45/H/2, CHETLA ROAD, P.O. - ALIPORE, P.S - Chetla, District - South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AWUPS5128D Status Representative, Representative of : MS PIONEER CONSTRUCTION CO. (as Sole Proprietor)				

Identifier Details :

	Name	Photo	Finger Print	Signature
	<b>Mr BHOLA SINGHAROY</b> Son of Late PANCHANAN SINGHAROY B/45/H/2, CHETLA ROAD, P.O. ALIPORE, P.S - Chetla, District - South 24 Parganas, West Bengal, India, PIN - 700027	 12/06/2019	 12/06/2019	 12/06/2019
Identifier Of Smt MAHUYA SAIN, Miss VIOLA SAIN, Mr TARAK SINGHA ROY				

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Smt MAHUYA SAIN	MS PIONEER CONSTRUCTION CO -4,84458 Dec
2	Miss VIOLA SAIN	MS PIONEER CONSTRUCTION CO -4,84458 Dec

SI.No	From	To. with area (Name-Area)
1	Smt MAHUYA SAIN	MS PIONEER CONSTRUCTION CO -250,00000000 Sq Ft
2	Miss VIOLA SAIN	MS PIONEER CONSTRUCTION CO -250,00000000 Sq Ft

Endorsement For Deed Number : I - 160503340 / 2019

On 12-06-2019

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 13 56 hrs on 12-06-2019, at the Office of the A.D.S.R. ALIPORE by Smt MAHUYA SAIN one of the Executants

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,00,82,036/-

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

Execution is admitted on 12/06/2019 by 1. Smt MAHUYA SAIN, Wife of Late SANTANU SAIN, 25, CHETLA ROAD, P.O. ALIPORE, Thana: Chetla, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession House wife, 2. Miss VIOLA SAIN, Daughter of Late SANTANU SAIN, 25, CHETLA ROAD, P.O. ALIPORE, Thana: Chetla, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Student Identified by Mr BHOLA SINGHARROY, Son of Late PANCHANAN SINGHARROY, B/45/H/2, CHETLA ROAD, P.O. ALIPORE, Thana: Chetla, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 12-06-2019 by Mr TARAK SINGHA ROY, Sole Proprietor, MS PIONEER CONSTRUCTION CO. (Sole Proprietorship), B/45/H/9, CHETLA ROAD, P.O. ALIPORE, P.S. - Chetla, District-South 24-Parganas, West Bengal, India, PIN - 700027

Identified by Mr BHOLA SINGHARROY, Son of Late PANCHANAN SINGHARROY, B/45/H/2, CHETLA ROAD, P.O. ALIPORE, Thana: Chetla, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/06/2019 12:45PM with Govt. Ref. No: 192019200023952121 on 12-06-2019, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0ABWHRH7 on 12-06-2019, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,920/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 8566, Amount: Rs.100/-, Date of Purchase: 12/06/2019, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/06/2019 12:45PM with Govt. Ref. No. 192019200023952121 on 12-06-2019, Amount Rs: 74,920/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0ABWHRH7 on 12-06-2019, Head of Account 0030-02-103-003-02

*Sukanya Talukdar*

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2019, Page from 116155 to 116201  
being No 160503340 for the year 2019.



*Talukdar*

Digitally signed by SUKANYA  
TALUKDAR  
Date: 2019.06.17 18:07:14 +05.30  
Reason: Digital Signing of Deed

(Sukanya Talukdar) 17/06/2019 18:06:53  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)