

13042/18

T-12411/19



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

S 46514

058

26

40475

I certify that the document is admitted
 to registration. The Signature sheet and
 the endorsement sheet attached with
 this document are the part of this
 document.

[Signature]
 M. District Sub-Registrar
 No. South 26 Bagan

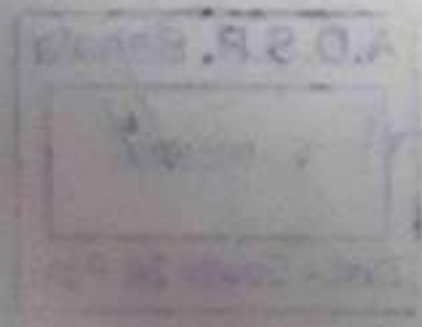
- 3 DEC 2019

DEVELOPMENT AGREEMENT

BETWEEN

THE LAND OWNER AND DEVELOPER

THIS AGREEMENT FOR DEVELOPMENT is made on this the
 3rd day of December, 2019 (Two Thousand Nineteen) **BETWEEN**



- 2 DEC 2019

1420

No.....Rs- **1000/-** Date.....

Name:.....

Address:.....

Vendor: *Suehankar Das*.....
Alipur Collectorate, 24 Pgs. (S)

SUEHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

Anup kr Syamal

Advocate
Alipur Judge's Court
Kolkata - 27

1420 = 1000/-



Anup kr. Syamal
Adv.
Alipur Judge's Court
Kol-27

A.D.S.R. Behala
3 - DEC 2019
Dist. - South 24 Pgs.

Lead No:
Jury V
Jury
Apr
&

Major Information of the Deed

Deed No :	I-1607-12411/2019	Date of Registration	03/12/2019
Query No / Year	1607-0001840475/2019	Office where deed is registered	
Query Date	01/12/2019 11:39:12 PM	A D S R BEHALA, District South 24 Parganas	
Applicant Name, Address & Other Details	Anup Kumar Syamal Alipore Judges Court Thana Alipore, District South 24 Parganas, WEST BENGAL, PIN - 700027, Mobile No. 9007293526, Status Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration: 2]		
Set Forth value	Market Value		
Rs. 60,00,000/-	Rs. 61,60,835/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article 48(g))	Rs. 21/- (Article E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assentment slip. (Urban area)		



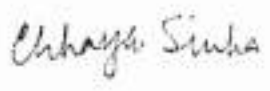
Land Details :

District South 24-Parganas, P S - Behala, Corporation KOLKATA MUNICIPAL CORPORATION, Road: Ho - Chi - Min Sarani, Road Zone : (East India Pharmaceutical -- Kethopole (Premises located NOT on Ho-Chi-Min Sarani) Ward-127,128) . Premises No. 445, Ward No. 128 Pin Code 700061

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	4 Katha 6 Chatak 20 Sq Ft	52,00,000/-	52,83,335/-	Width of Approach Road: 12 Ft.
Grand Total :				7.2646Dec	52,00,000 /-	52,83,335 /-	

Structure Details :



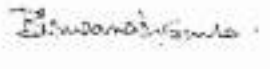


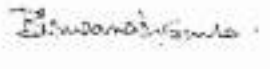


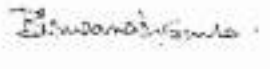
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	8,00,000/-	8,77,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1200 sq ft	8,00,000 /-	8,77,500 /-	

Sl No	Name	Photo	Finger Print	Signature
1	Smt Chhaya Sinha (Presentant) Wife of Late Shib Narayan Sinha Executed by: Self, Date of Execution: 03/12/2019 , Admitted by: Self, Date of Admission: 03/12/2019 ,Place : Office			
		03/12/2019	LTI 03/12/2019	03/12/2019
445/N, Ho-Chi Minh Sarani, P.O:- Sarsuna, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJXPS5881R, Aadhaar No: 47xxxxxxxx9262, Status :Individual, Executed by: Self, Date of Execution: 03/12/2019 , Admitted by: Self, Date of Admission: 03/12/2019 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	B G Construction 9/2, Beni Master Lane, P.O:- Sarsuna, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 , PAN No.:: AFKPG5698F, Aadhaar No: 92xxxxxxxx5477, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Biswanath Guha Son of Late Nitya Ranjan Guha Date of Execution - 03/12/2019, , Admitted by: Self, Date of Admission: 03/12/2019, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Dec 3 2019 12:25PM</td> <td>LTI 03/12/2019</td> <td>03/12/2019</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Biswanath Guha Son of Late Nitya Ranjan Guha Date of Execution - 03/12/2019, , Admitted by: Self, Date of Admission: 03/12/2019, Place of Admission of Execution: Office					Dec 3 2019 12:25PM	LTI 03/12/2019	03/12/2019
Name	Photo	Finger Print	Signature										
Mr Biswanath Guha Son of Late Nitya Ranjan Guha Date of Execution - 03/12/2019, , Admitted by: Self, Date of Admission: 03/12/2019, Place of Admission of Execution: Office													
	Dec 3 2019 12:25PM	LTI 03/12/2019	03/12/2019										
9/2, Beni Master Lane, P.O:- Sarsuna, P.S:- Behala, District:-South 24-Parganas, West Bengal, India PIN - 700061, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFKPG5698F, Aadhaar No: 92xxxxxxxx5477 Status : Representative, Representative of : B G Construction (as Proprietor)													

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Anup Kumar Syamal Son of Mr. K N Syamal Alipore Judges Court, P.O. - Alipore, P.S. - Alipore District - South 24-Parganas, West Bengal, India. PIN - 700027			
	03/12/2019	03/12/2019	03/12/2019

Identifier Of Smt Chhaya Sinha. . Mr Biswanath Guha

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Chhaya Sinha	B G Construction-3 63229 Dec
2		B G Construction-3 63229 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Chhaya Sinha	B G Construction-600 00000000 Sq Ft
2		B G Construction-600.00000000 Sq Ft

Endorsement For Deed Number : I - 160712411 / 2019**On 02-12-2019****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 61,60,835/-

**Sandip Biswas****ADDITIONAL DISTRICT SUB-REGISTRAR****OFFICE OF THE A.D.S.R. BEHALA****South 24-Parganas, West Bengal****On 03-12-2019****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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:17 hrs on 03-12-2019, at the Office of the A.D.S.R. BEHALA by Smt Chhaya Sinha, Executant.

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

Execution is admitted on 03/12/2019 by Smt Chhaya Sinha, Wife of Late Shib Narayan Sinha, 445/N, Ho-Chi Minh Sarani, P.O: Sarsuna, Thana Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession House wife

Identified by Mr Anup Kumar Syamal, . . Son of Mr K N Syamal, Alipore Judges Court, P.O. Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 03-12-2019 by Mr Biswanath Guha, Proprietor, B G Construction (Sole Proprietorship), 9/2, Beni Master Lane, P.O - Sarsuna, P.S - Behala, District -South 24-Parganas, West Bengal, India, PIN - 700061

Identified by Mr Anup Kumar Syamal, . . Son of Mr K N Syamal, Alipore Judges Court, P.O. Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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 03/12/2019 10:54AM with Govt. Ref. No: 192019200103073741 on 03-12-2019, Amount Rs: 21/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1861772163 on 03-12-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 9,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 465144, Amount: Rs.1,000/-, Date of Purchase: 02/12/2019, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/12/2019 10:54AM with Govt. Ref. No: 192019200103073741 on 03-12-2019, Amount Rs: 9,020/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1861772163 on 03-12-2019, Head of Account 0030-02-103-003-02

Sandip Biswas

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

Certificate of Registration under section 60 and Rule 69,
registered in Book - I
Volume number 1607-2019, Page from 397428 to 397461
being No 160712411 for the year 2019.



Digitally signed by SANDIP BISWAS
Date: 2019.12.04 15:44:58 +05:30
Reason: Digital Signing of Deed.

Sandip Biswas

(Sandip Biswas) 2019/12/04 03:44:58 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.



(This document is digitally signed.)

04/12/2019 Query No:-16070001840475 / 2019 Deed No : I - 160712411 / 2019, Document is digitally signed.

Page 34 of 34

700012, purchased ALL THAT piece and parcel land measuring **14**
decimals more or less lying and situated Mouza : Parui, Pargana: Balia,

3 - D
Sour

SMT. CHHAYA SINHA PAN : AJXPS5881R, Aadhaar No. 4744 2025 9262 , wife of Late Shib Narayan Sinha, by faith - Hindu, Nationality - Indian, by Occupation : Housewife, residing at 445/N, Ho-Chi Minh Sarani, Post Office : Sarsuna, Police Station : Behala now Parnasree, Kolkata - 700061, West Bengal, hereinafter referred to and called as the "OWNER" (which expression shall unless excluded by or otherwise repugnant to the context be deemed to mean and include her heirs, successors, executors, legal representatives, administrators and assigns) of the ONE PART.

AND

M/S. B.G. CONSTRUCTION, a Proprietorship firm, having its registered office at 9/2, Beni Master Lane, Post Office – Sarsuna, Police Station : Behala at present Parnasree, Kolkata - 700061, District : 24 Parganas (South), represented by its proprietor SRI BISWANATH GUHA, PAN No. AFKPG5698F, Aadhaar No. 9298 5417 5477 son of Late Nitya Ranjan Guha, by Nationality -Indian, by faith - Hindu, by occupation - Business, residing at 9/2, Beni Master Lane, Post Office - Sarsuna, Police Station - Behala at present Parnasree, Kolkata - 700061, District : 24 Parganas (South), West Bengal, hereinafter referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective successors in- office, representatives and assigns) of the OTHER PART;

WHEREAS Sri Lakshmi Narayan Sarkar, son of Sri Sarat Chandra Sarkar (2) Smt. Gita Rani Sarkar, wife of Sri Sarat Chandra Sarkar, both of 26/1E, Sashi Bhusan Dey Street of Muchipara, Kolkata-700012, purchased ALL THAT piece and parcel land measuring 14 decimals more or less lying and situated Mouza : Parui, Pargana: Balia,

collectorate Touji No. 351, J.L. No. 3, R.S. No. 80, under Khatian No. 866 of Dag No. 2958, Police Station: formerly Behala at present Parnasree, Kolkata-700061, in the District of 24 Parganas (South), Additional District Sub-Registrar at Behala, District Sub-Registrar at Alipore, within the then south Suburban Municipality at present the Kolkata Municipal Corporation (S.S. Unit) in Ward No. 128, by way of two Deed of Kobala, which was registered in the year 1963 at the office of Sub-Registrar at Behala, Being No.202 and 1992 and after the purchase while they seized and possessed upon the said property they jointly sold conveyed and transferred ALL THAT piece and parcel land measuring 4(four) cottahs 6(six) chittaks 20(twenty) square feet out of 14 decimals lying and situated Mouza : Parui, Pargana: Balia, collectorate Touji No. 351, J.L. No. 3, R.S. No. 80, under Khatian No. 866 of Dag No. 2958, Police Station: formerly Behala at present Parnasree, Kolkata-700061, in the District of 24 Parganas (South), Additional District Sub-Registrar at Behala, District Sub-Registrar at Alipore, within the then south Suburban Municipality at present the Kolkata Municipal Corporation (S.S. Unit) in Ward No. 128 in favour of SMT. CHHAYA SINHA wife of Sri Shib Narayan Sinha, by faith - Hindu, Nationality - Indian, by Occupation : Housewife, the then residing at 78, Kailash Pandit Lane, Police Station : Behala, District: 24 Parganas, by way of Bengali deed of Kobala, which was executed and registered on 21.06.1973 in the office of the Joint Sub Registrar of Alipore at Behala, the same is recorded in book No. 1, Volume No. 36, Pages from 297 to 300, Being No. 2643 for the year 1973.

AND WHEREAS after the purchase the owner herein seized and possessed the Schedule "A" property without hindrance of the others and she mutated her names in the office of the Kolkata Municipal Corporation in ward No. 128 as premise No. 445, Ho-Chi Minh Sarani, Assessee No. 14-128-11-0565-0 and also mutated her name in the office

of the B.L.& L.R.O. as L.R. Khatina No. 1419 Dag No. 2958 in respect of land measuring 7 decimals equivalent to 4(four) cottahs 6(six) chittaks 20(twenty) square feet. Be it mentioned here that, landowner name elsewhere spelt and recorded as Chhaya Singha and Chhaya Sinha, both are the same and identical person.

AND WHEREAS now the Owner herein did express her desire to develop the schedule "A" land with structure and for construction thereon a multi storied building and came in contact with the Builder/Developer, who is also agreed to develop the Schedule "A" land and structure for construction thereon a multi storied building after demolition of the existing structure and after several discussions both the parties entered into this agreement under the terms and conditions mentioned herein below.

AND WHEREAS before execution of this Agreement the Owner has represented and assured the Developer as follows:

- A. That the said property is free from all encumbrances, charges, liens, attachments, lispendences whatsoever or howsoever and that the same is fully occupied by the Owner in respect of the property mentioned in the SCHEDULE- "A"
- B. That excepting the present Owner no one else have any right title interest, claim, demand whatsoever or howsoever into or upon the said property.
- C. That there is no notice of acquisition or requisition received or pending in respect of the said SCHEDULE- "A" below property or any portion thereof.
- D. That, the Owner has declare to the Developer that she has good

and marketable title in respect of the said property situated thereon without any claim, right title interest of any person thereof or therein and the Owner has absolute right to enter into this Agreement with the Developer and the Owner hereby undertakes to indemnify and keep the Developer indemnified against any or all third party claims, actions and demands whatsoever with regards to the title and ownership of the Owner.

E. Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer being desirous to develop the aforesaid property on the terms and conditions as contained hereinafter appearing:

CHAPTER-I

(Definition)

Unless in this presents it is repugnant to or inconsistent with:

1. **PROPERTY:-** Shall mean and include the property situate and lying at **ALL THAT** piece and parcel of bastu land measuring 4(four) cottahs 6(six) chittaks 20(twenty) square feet together with two storied building measuring 600 square feet in each floor lying and situated Mouza : Parui, Pargana: Balia, collectorate Touji No. 351, J.L. No. 3, R.S. No. 80, under Khatian No. 866 under L.R. Khatian No. 1419 under R.S and L.R. Dag No. 2958, Police Station: formerly Behala at present Parnasree, Kolkata-700061, in the District of 24 Parganas (South), Additional District Sub-Registrar at Behala, District Sub-Registrar at Alipore, within the then south Suburban Municipality at present the Kolkata Municipal Corporation (S.S.Unit) in Ward No. 128, being premises No.445, **Ho-Chi-Minh Sarani**, Assessee No. 41-128-11-0565-0, together with all easement right on paths and passage and all other rights, benefits facilities, privileges and appurtenances etc. attached thereto, more fully described in the **SCHEDULE- "A"** hereunder

written. Property Value of Rs.60,00,000/--(Rupees sixty lakhs) only.

2. **NEW BUILDING:-** Shall mean and include the building to be constructed building as per the sanctioned building plan to be obtained from the Kolkata Municipal Corporation.
3. **BUILDING PLAN:-** Shall mean the Plan, which shall be prepared by the Developer by his duly qualified architect in the name of the owner and signed by its authorized agent or Attorney and sanction to be obtained by the Developer from the Kolkata Municipal Corporation for construction of the proposed new building upon the said premises with such additions, alterations, modifications, revised in accordance with the building rules of the Kolkata Municipal Corporation as would be necessary by the Developer. Notwithstanding the Developer may take consent of the Owner in designing the said plan and in any other matter relating thereto.
4. **BUILT UP AREA** : shall mean saleable space for the each unit.
5. **COMMON SERVICE AREAS:-** shall mean corridors, stairways, surrounding open spaces/passages, ways, pump room, overhead water tank, underground water reservoir, water pump, septic tank, roof and all other facilities attached to the said building.
6. **SALEABLE SPACES:-** shall mean All spaces treated / mentioned as Developer's Allocation in the new building available for the independent use and occupation.
7. **ARCHITECT:-** shall mean The person and/or the Firm to be appointed by the Developer for planning, designing and supervising the new building.
8. **TRANSFEROR:-** shall mean The Owner herein.

9. TRANSFeree:- shall mean The Purchaser/s who will purchase flats/spaces in the new building from the Developer and/or Owner.

10. TRANSFER:- shall mean Transfer of proportionate undivided share/interest of land in the premises along with flats by the Owner attributable to the Developer's Allocation.

CHAPTER-II
AUTHORISATION:

The owner hereby appointed and authorized the developer and grant its license to the developer to construct the new building in accordance with the sanction plan at his own cost and initiative or through any other agency and / or nominee of his choice under his complete responsibility.

CHAPTER-III

TIME

The Developer shall construct the building within 24 (twenty four) months from the date of this agreement and also will deliver the peaceful vacant physical possession of the Owner's Allocation in the newly building within 24 (twenty four) months from the date of this agreement, subject to the circumstances, which may be beyond control of the Developer i.e. act of God.

CHAPTER-IV

OWNER'S OBLIGATION:-

1. The Developer shall be entitled to construct and complete the new building strictly in accordance with the building plan, sanctioned by The Kolkata Municipal Corporation (S.S.Unit) without any interference or hindrance from the side of the Owner provided that the Developer shall use good quality of materials and expert and experienced masons and labours under an qualified and experienced Civil Engineer.

2. During the continuance of this Agreement the Owner will not let-out, grant, lease and mortgage and/or create any change in respect of the said property or any portion thereof without the consent in writing of the Developer.
3. During progress of the construction work on and upon the schedule "A" property land the representatives of owner herein shall not raise any disputes and under any circumstances whatsoever, save and except there is no violation of terms and conditions stipulated in this presents as well as in power of attorney executed jointly by the one part /owner in favour of the Developer. That, owner will also allow the Developer to commercially exploit the developer's allocation as per his sole discretion without the violation of the terms and conditions of this development agreement and power of attorney.
4. The Owner will execute a registered Development Power of Attorney in favour of the Developer authorizing to proceed with the construction as well as to enable the Developer to receive any advance/earnest money from any intending Purchaser/s against the Developer's allocation and also the balance of the purchase money against and to give good, valid receipt and discharge for the same which will protect the Purchaser/s without seeing the application of the money and to sell and transfer the flat/ spaces/unit, together with the undivided proportionate share/interest of land in the premises attributable to the Developer's Allocation and receive consideration therefore, to present any such conveyance/s for registration, to admit execution and receipt for registration and to admit execution and receipt of consideration before the competent Registration Authority for and to has the said Conveyance registered and to do all acts, deeds and things which the Developer as the attorney shall consider necessary for sale to the intending Purchaser/s and the said Developer shall bear the all

cost/expenses for the registration of such Power of Attorney given by the said Owner. The development power of attorney shall remain valid and operative till completion of the construction of the said building vis-a-vis to hand over the owner's allocation to the each owner as per specification mentioned in schedule "G" hereunder written and till the completion of registration of the deed of conveyances or any other deeds in respect of the developer's allocation in favour of the intending buyers.

5. The Developer will be entitled to deliver the flats and spaces pertaining to the Developer's Allocation to the Purchaser/s only after it deliver the Owner's Allocation to the Owner in complete habitable conditions in lieu of Schedule "A" Property.

6. The Developer will be entitled to sold, conveyed and transferred the flat/space along with the undivided proportionate share of land in the premise attributable to the Developer's Allocation on the strength of the development Power of Attorney to be given by the Owner.

7. The Developer will be entitled to make publicity in front of the premises or in all possible manners for the benefit of commercial exploitation of the Developer's Allocation in the said building without creating any hindrance to the interest of the owner.

8. The Owner shall deliver copy of original deeds and documents such as the Title Deeds of the said property, K.M.C. tax bills, Mutation Certificates and any other documents regarding the title of the said landed property to the Developer and the owner shall keep all the original deeds and documents in respect of the Schedule property, when the original documents are necessary, the developer shall inform the date and time to the owner for production of such original deeds and documents, at that time the owner will show and produce the same to the concern authority or authorities and formation of any association and or

committee for the maintenance and management of the building the owner and or any other custodian of the original documents shall handover the original deeds and documents to the association for their custody. Be it mentioned here that, thenceforth the landowner shall not mortgage all the original deeds and documents in respect of the schedule "A" property to any financial institution or any person/s for taking loan. The landowner shall not change the nature and character of the premises henceforth.

9. The Developer shall have the sole and exclusive right to the debris, which comes out from the old structure.

10. The Owner shall deliver possession of the Schedule "A" property to the Developer from the date of shifting. The developer shall pay to the landowners monthly rent up to Rs.10,000/- (Rupees ten thousand) only per month for her separate accommodation from the seven months from the date of this agreement or from the date of demolition of the building, which ever earlier, till completion and handover the owner's allocation of the proposed building.

11. The Owner declares that, save and except the Owner herein no other person has any right title and interest over the said premises. The Owner herein do hereby declare that, she will not raise any objection and discontentment towards her allocation and /or shall not claim, demand any other allocation from the developer's allocation or any other monetary demand from the developer.

12. The Owner declares that, no other agreement whatsoever subsist in respect of the said premises and the owner shall not be entitled to sell, mortgage, hypothecate, assign, transfer, whatsoever in respect of the Schedule "A" property in future.

13. That, the owner shall obtain any permission/s from the concern

authority or authorities or court/s in respect of the schedule property in necessary in future.

CHAPTER-V
DEVELOPER'S OBLIGATION

1. The Developer will bear all cost arising out of the construction of the proposed building, and cost of sanction plan, remuneration of labours, mistries, contractor and for other incidental till the completion of the project.
2. That during the period of the construction the Developer shall take all responsibilities of labour charges, cost of materials, accidents, injuries etc. if any costs, expenses, loss and damages that may arise in respect of construction of the new building, the Owner shall not be responsible in any manner whatsoever.
3. The Developer, the other Part herein after handing over the owner's allocation shall get remaining portion of the proposed New Building together with proportionate share of land of the said Premises along with proportionate share and/or right, of user of all common spaces, passages, ways, facilities and amenities of the said building as well as the said premises as the Developer's Allocation.
4. The Developer indemnifies the Owner against all claims, actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the said new building and/or accepting money from the intending purchaser in respect of the Developer's Allocation.
5. The Developer at its own cost will construct the new proposed building as per sanctioned plan permitted and/or approved by the Kolkata Municipal Corporation and/or by the approval of any other competent authority if so required.

6. That, the design and the nature of the building and the materials to be used, shall be according to the standard quality and as per Specifications hereunder written.
7. That, the developer shall be authorized by the Owner to apply for and obtain temporary and also permanent connection of water, electricity, telephone and other input and facilities required for the building.
8. All costs, charges and expenses including Architect's fees shall be discharged by the Developer and the owner shall have no responsibility in this context.
9. That until completion of the new building the Developer shall hold possession of the said Schedule "A" Property. The developer shall pay the taxes to the KMC before the construction work of the proposed building.
10. The Owner shall bear all arrear taxes including, KMC tax, BL & LRO tax and all the cost for mutation in her name.
11. That, if the developer fails to handover the owner's allocation within the stipulated period i.e.24 months from the date of this agreement, in that case the Developer shall pay rent Rs.30,000/- per month for the owner's allocation for the defaulted period to the land owner i.e. not more than 6 months, in failure both the parties mutually settled.

CHAPTER-VI

COMMON RESTRICTIONS

1. Neither party shall use or permit to use of his respective allocations or any portion of the new building for carrying any trade without permission or activity detrimental to the peaceful living of the

other occupants of the entire new building.

2. Neither Party shall demolish or permit demolition of any wall or make any structural alteration to the new building after its construction is completed.

3. Both the Parties shall abide by all law, byelaws, rules & regulations of the competent authority in enjoying the occupation of the new building as per the settled provision of law.

4. Each party will jointly form association and/or common body to look after the maintenance of the new building.

5. Neither party shall use or permit to use of his respective Allocations or any portions of the new building for storing articles which may be detrimental to the free ingress and egress to the new building or part thereof and may be injurious and obnoxious to the entire building.

6. Both parties will allow the said association or the common body to enter into his respective Allocations for maintenance of the new building upon giving a period notice in writing.

7. All the parties /flat owner including the parties of the one part shall bear his respective statutory tax along with monthly maintenance charges for his respective unit.

CHAPTER-VII

FORCE MAJORE

1. The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations are prevented by the existence of a force majeure.

2. Force Majeure shall mean flood, earth quake, war, stream,

tempest, civil commotion, and/or other act of god, beyond control of the developer.

CHAPTER-VIII

ARBITRATION

In case of any dispute, differences or questions arising between the parties hereto with regard to this agreement the same shall be referred to an Arbitrator of common choice. In addition to Arbitration it may be settled through proceedings of Civil Court or any other court, if so required.

CHAPTER-IX

JURISDICTION

The Courts of Calcutta having territorial and pecuniary jurisdiction over the said property and shall has the jurisdiction to entertain and determine all actions, suits and proceedings are arising out of these presents between the parties hereto.

SCHEDULE "A" ABOVE REFERRED TO:

(DESCRIPTION OF THE PROPERTY)

ALL THAT piece and parcel of bastu land measuring **4(four) cottahs 6(six) chittaks 20(twenty) square feet** together with two storied cement flooring pucca building measuring **600 square feet in each floor** lying and situated Mouza : Parui, Pargana: Balia, collectorate Touji No. 351, J.L. No. 3, R.S. No. 80, under Khatian No. 866 under L.R. Khatian No. 1419 under R.S and L.R. Dag No. 2958, Police Station: formerly Behala at present Parnasree, Kolkata-700061, in the District of 24 Parganas (South), Additional District Sub-Registrar at Behala, District Sub-Registrar at Alipore, within the then South Suburban Municipality at present the Kolkata Municipal Corporation (S.S. Unit) in Ward No. 128, being premises No.445, **Ho-Chi-Minh Sarani**, Assessee No. 41-

128-11-0565-0, together with all easement right on paths and passage and all other rights, benefits facilities, privileges and appurtenances etc. attached thereto, Zone: East India Pharmaceuticals to Kethopole, premises not on Ho-Chi-Minh Sarani, the same is butted and bounded by :-

- ON THE NORTH** : Land of Lakshmi Dutta ;
ON THE SOUTH : Property of Dag No. 2959 ;
ON THE EAST : 12 feet wide KMC Road ;
ON THE WEST : Property of Dag No. 2957;

:SCHEDULE "B" ABOVE REFERRED TO:

ALL THAT the new proposed building consisting of several self contained residential flats to be constructed as per sanctioned plan to be obtained from the Kolkata Municipal Corporation by the Developer for construction of a new proposed building on and upon the **SCHEDULE - "A"** referred land.

SCHEDULE "C" ABOVE REFERRED TO
(OWNER'S ALLOCATION)

The Developer shall provide 50% as owner's allocation to the owner of the First Part herein details below:

- i) Entire second floor of the proposed building;
- ii) One 1BHK flat on the top floor at the South-west side of the proposed building ;
- iii) One 1BHK flat on the top floor at the ^{South} north-east side of the proposed building ;
- iv) One 1BHK flat in the ground floor at the southern side of the proposed building ;

v) Two car parking space in the ground floor as the 50% with independent ingress and egress;

Along with proportionate share and / or right of user of all common spaces, passages, ways, facilities and amenities and together with undivided and impartible proportionate share of land of the **Schedule "A" Property.**

SCHEDULE "D" ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

The Developer of the other Part herein shall get remaining portion, **except the owner's allocations** of the proposed building as herein above mentioned, together with undivided proportionate share of land of the said Premises along with proportionate share and/or right of user of all common spaces, passages, ways, facilities and amenities of the said building as well as the said premises.

SCHEDULE "E" ABOVE REFERRED TO:
(COMMON PARTS AND PORTIONS OF THE BUILDING)

1. Entrance and Exit, egress and ingress.
2. Boundary Wall and main gate.
3. Drainage and sewerage lines and other installations of the same.
4. Electric Wirings and other fittings.
5. Water Supply system, roof, septic tank, lift, lift well,
6. Water pump, water reservoir together with all common plumbing installations for carriage of water.
7. Such other common parts, common area, equipments, installations, fittings, fixtures and spaces in and around the land and the building as are necessary for passage to and/or user of the

units in common by the co-owner.

8. All costs of maintenance operating replacing repairing whitewashing painting decorating redecorating rebuilding reconstruction lighting the common portion and the common areas of the proposed building including outer walls.
9. Lift, lift weal.

SCHEDULE "F" ABOVE REFERRED TO
(COMMON EXPENSES)

1. All cost of maintenance, operating, repairing, colour washing, Plinth, decorating, re-building, re-construction, redecorating, repair of main structure, lighting, the common portions and common areas of the building, including the outer walls.
2. All charges and deposits for suppliers for common utilities to the Co-owner in common.
3. Municipal Corporation taxes, multistoried building tax, water taxes if any and other levied in respect of the land and building save those separately assessed of the purchaser's unit.
4. Insurance premium for the building.
5. Cost of formation and operation of the association of the flats Owner.
6. The office expenses incurred for maintaining an office for common purposes.
7. All litigations expenses for the common purposes and relating to the common use and enjoyment of the common portions.

SCHEDULE "G" ABOVE REFERRED TO:-
(Specification of Construction)

1. R.C. C. Work : re-enforcement : for column, beams, slab, etc. as per

drawing, concrete with stone chips gravies, medium course of sand and cement ISI Mark.

2. Brick-work : 1st class or 2ND class picked/ bricks should be used at Brick work (8"-5"-3") as and when necessary.
3. Plaster work : any wall plaster (inside or outside) and any ceiling plaster would be with cement/ sand,
4. Paris work inside the building.
5. Floor work : vitrified tiles (2'x2') (developer choice. Marble floor for kitchen and bath rooms and stair of the building.
6. 4" skirting, dado unto 4" height staircase landing.
7. Cooking platform made by the black stone and top will be green marble.
8. Wall of bath rooms cast with tiles with of 6' feet (developer choice).
9. Door frame 3" x 2" sal wood door frame according to normal door size.
10. All doors 30 mm thick of commercial flush door finished with wood primer on main door and necessary fittings such as 1 chitkani, one and hatch bolt and locking arrangement inside commercial flush door finished with wood primer and necessary fittings with 1 chitakani and handle.
11. Windows : Aluminum sliding with glass and the same covered M.S. Grill (10 mm).
12. Water supply: main sources of water would be stored on to the overhead reservoir by an 1 HP electric operated pump (standard make) water should be supplied to each flat from the overhead tank. Main waterline from overhead-reservoir through pump by 1" M.G. polythene pipe of standard make all connections between overhead reservoirs to each flat.

13. Sanitary and Plumbing: Septic and tank would be as per sanction.
14. Basin and Sink: One basin would be provided at the dining space (18" x 16") white colour with all fittings and stainless still sink will be provided (developer choice).
15. Bath Room : commode with cistern, synthetic door .
16. Electric : Landowners or intending purchaser would spend for meter deposit, service charge and/or any expenses towards CESC Ltd.
17. Common points : Nos. of common point for main gate, passage surroundings the building, pump room, guard room, stair, gate landing room terrace (copper wire with fittings).
18. Bed Room : Light Point, fan points, power points at Board (5 Amp) at bed side (copper wire with fittings).
19. Drawing/Dining : Light point, fan point, power points (5 Amp) at board, (15 AMP) power point for television and fridge (copper with fittings).
20. Bath room : light point, power point (5Amp) at Board, exhaust fan point (copper wire with fittings).
21. Kitchen : Light point, power point (5 Amp) at Board exhaust fan point.
22. Balcony : Light point (Copper wire with fittings).
23. Main Gate : One M.S. Gate or grill gate.
24. Painting : Exterior portion of the building would be finished with paint. All fittings of the building to be provided by the developer's choice.
25. Out of specifications the construction cost will be borne by the owners or intending purchaser/s.

IN WITNESS WHEREOF the PARTIES to this Agreement for Development on the day, month and year first above written.

SIGNED, SEALED & DELIVERED by the PARTIES at Kolkata in the presence of:

WITNESSES:

1. Anup K. Syamal
Adv.
Alipore Judges Court
KOL-27
2. Rakesh Sinha
S/O S.N. Sinha
43/3, Nabalia Bara Road
Kolkata - 700008.

Chitaya Sinha

Signature of the *OWNER*

B. G. CONSTRUCTION

Biswanath Ghose
Proprietor

Signature of the *DEVELOPER*

Drafted & typed by :

Anup K. Syamal
(Anup Kumar Syamal)
Advocate, 13/363/2001.

Alipore Judges' Court,
Kolkata : 700027



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Chhaya Sinha

Name

Signature Chhaya Sinha



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name BISWANATH GUHA

Signature Biswanath Guha

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name

Signature



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

Query No / Year	1607-0001840475/2019	Office where deed will be registered
Query Date	01/12/2019 11:39:12 PM	A D S R. BEHALA, District, South 24-Parganas
Applicant Name, Address & Other Details	Anup Kumar Syamal Alipore Judges Court, Thana Alipore, District South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. 9007292526, Status Advocate	
Transaction	[0110] Sale, Development Agreement or Construction agreement	Additional Transaction [4305] Declaration (No of Declaration: 2)
Set Forth value	Rs. 60,00,000/-	Market Value Rs. 61,60,835/-
Total Stamp Duty Payable(SD)	Rs. 10,020/- (Article 4B(g))	Total Registration Fee Payable Rs. 21/- (Article E, E)
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp Rs. 1,000/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ho - Chi - Min Sarani, Road Zone : (East India Pharmaceutical - Kethopole (Premises located NOT on Ho-Chi-Min Sarani) Ward-127,128) . . Premises No: 445, . Ward No: 128, Pin Code : 700061

Sch No	Plot Number	Khatian Number	Land User/ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	4 Katha 6 Chatak 20 Sq Ft	52,00,000/-	52,83,335/-	Width of Approach Road: 12 Ft.,
Grand Total :				7.2646Dec	52,00,000 /-	52,83,335 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	8,00,000/-	8,77,500/-	Structure Type: Structure

Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type Pucca, Extent of Completion: Complete

Total :	1200 sq ft	8,00,000 /-	8,77,500 /-
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Query No: 1607-0-001840475 of 2019

AS- 1 of 3

Land Lord Details :

Sl No	Name & address	Status	Execution Admission Details :
1	Smt Chhaya Sinha Wife of Late Shib Narayan Sinha 445/N, Ho-Chi Minh Sarani, P.O.- Sarsuna, P.S.- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: AJXPS5881R, Aadhaar No: 47xxxxxxxx9262, Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by Self To be Admitted by Self

Developer Details :

Sl No	Name & address	Status	Execution Admission Details :
1	B G Construction 9/2, Beni Master Lane, P.O:- Sarsuna, P.S:- Behala, District:- South 24-Parganas, West Bengal, India, PIN - 700061 PAN No.: AFKPG5698F, Aadhaar No: 92xxxxxxxx5477, Status Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Mr Biswanath Guha Son of Late Nitya Ranjan Guha 9/2, Beni Master Lane, P.O:- Sarsuna, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.: AFKPG5698F, Aadhaar No: 92xxxxxxxx5477	B G Construction (as Proprietor)

Identifier Details :

Name & address
Mr Anup Kumar Syamal Son of Mr K N Syamal Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of India, , Identifier Of Smt Chhaya Sinha, , Mr Biswanath Guha

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Chhaya Sinha	B G Construction-3.63229 Dec
2		B G Construction-3.63229 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Chhaya Sinha	B G Construction-600.00000000 Sq Ft
2		B G Construction-600.00000000 Sq Ft

Property and Land or Building Details as received from KMC :				
Sl. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
1	Assessment No. : 411281105650 Premises No. : 445 Ward No. : 128 Street Name : HO-CHI-MINH-SARANI	Reference Deed No. : Date of Registration : Office Where Registered :	Owner Name : SMT CHHAYA SINHA Owner Address : 445 HO-CHI-MINH SARANI , SAKUNTALA PARK , KOLKATA Pin No. : 700061	Character of Property: Total Area of Land:

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 31-12-2019) for e-Payment. Assessed market value & Query is valid for 30 days.(i.e. upto 31-12-2019)
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs. 10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required.
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.



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

18011800184047546/2019
 Date: 03/12/2019 10:53:37
 18011801184047546/2019

Payment Mode: Online Payment
 Bank: ICICI Bank
 BRN Date: 03/12/2019 10:54:56

DEPOSITOR'S DETAILS

Name: Anup Kumar Sanyal
 Contact No: 18747 Ben Master Lane
 E-mail: Mobile No: +91 9012935226
 Address: 18747 Ben Master Lane
 Applicant Name: Mr Anup Kumar Sanyal
 Office Name:
 Office Address:
 Status of Depositor: Advocate
 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	180100184047546/2019	Property Registration- Stamp Duty	601102-103-003-00	9041
2	180100184047546/2019	Property Registration- Registration Fees	001103-104-001-10	21

Total 9041

In Words: Rupees Nine Thousand Forty One only

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

CHHAYA SINHA
SATYA CHARAN SINHA

02/08/1945

Permanent Account Number

AJXPS5881R

Chhaya Sinha
Signature



If this card is lost / found, kindly inform / return to:
Tax PAN Services Unit, UTIISE
Sector 11, CRD Belapur,
Mumbai - 400 614.
यदि कार्ड खोया/प्राप्त कर कृपया सूचित करें/भेजें।
आयकर सेवा केंद्र, ए.टी.आई.एस.यू.
सेक्टर 11, सी.आर.डी. बेलपुर,
मुंबई - 400 614.