

9968/18

5.9.10/2018



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 269972

26/10  
 11-10am  
 A - 1632788  
 8.50626d  
 f 8M - 232288  
 10M - 232288  
 cement 88.

Certified that the document is identical to registration. The Signature Sheet and endorsement Sheet attached to the document are its part of the document.

Additional Stamp 88-Paper  
 Composite, Durr Durr, 24-Pgs. (Noble)

26 OCT 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 26<sup>th</sup> day of October 2018 (Two Thousand and Eighteen) A.D.

BETWEEN

KOLIK SAHA  
 Advocate  
 ADD: Judges' Court, Barasat  
 North 24 Parganas  
 10 OCT 2018  
 S. CHATTERJEE  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, K. S. Roy Road, Kol-1

10 OCT 2018

Gour Barasat  
 S/o Late. Ashokanath Barasat  
 194, JESSORE ROAD.  
 P.O = Matishel - P.S. = Dum Dum  
 Kolkata - 700074.  
 Dis. 24 Parganas (N)  
 Business -



Addl. District Sub-Registrar  
 Computer Date-Dum 24 Pgs (N)

26 OCT 2018



(1) **MRS. KRISHNA GUHA (PAN-BNEPG7659B)**, Wife of Late Asish Guha alias Ashis Kumar Guha, by Occupation- Housewife, (2) **MR. ARUP GUHA (PAN-ALOPG1419J)**, son of Late Asish Guha alias Ashis Kumar Guha, by Occupation- Business, (3) **MRS. CHUMKI GUHA alias CHUMKI GUHA (BASAK) (PAN-ADXPG4147N)**, wife of Mr. Gour Basak, daughter of Late Asish Guha alias Ashis Kumar Guha, by Occupation-Housewife, **all are** by faith- Hindu, by Nationality-Indian, all are residing at 194, Jessore Road, P.O.- Motijheel, P.S.-Dum Dum, Kolkata- 700074, District- North 24-Parganas, hereinafter jointly referred to and called as the **"OWNERS"** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs/heirss, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART;**

**AND**

**"OM SAI DEVELOPERS" (PAN-AAFFO9508C)**, a Partnership Firm, having its office at 353, Jessore Road, P.O.-Motijheel, P.S.-Dum Dum, Kolkata- 700 074, District-North 24 -Parganas, represented by its Partners, (1) **SRI MANISH AGARWAL (PAN-CCAPA1524M)**, son of Sri Bajrang Agarwal, residing at 20 Bandhan Mitra Lane, Post office-Shyambazar, Police Station-Srinagar, Kolkata-700 004, District-Kolkata, (2) **SRI RAJU BISWAS (PAN-ALUPR6134B)**, son of Sri Alope Biswas, residing at 21, Nagerbazar Road, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700 074, District-North 24-Parganas, (3) **SRI SAMRAT DUTTA (PAN- AJJPD8022B)**, son of Sri Panchu Gopal Dutta, residing at 50, R.N. Guha Road, Post office & Police Station -Dum Dum, Kolkata-700028, District-North 24-Parganas, **all are** by faith- Hindu, by occupation-Business, by Nationality-Indian, hereinafter jointly referred to and called as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, executors, successors-in-office, administrators, legal representatives and assigns) of the of the **SECOND PART.**

**WHEREAS** Baisnab Charan Guha was the owner in respect of **ALL THAT** piece and parcel of land measuring about 05(Five) Cottahs 02(Two) Chittacks 03 (Three) sq. ft. of land more or less (8.52 Decimals more or less), situated at Mouza-Satgachi, Pargana- Kolikata, J.L. No.-20, comprising in C.S. Dag No.-72, C.S. Khatian No.-1997 (under Khatian No.-749), under P.S.-Dum Dum, District-24-Parganas and aforesaid Baisnab Charan Guha out of his love and affection on 08<sup>th</sup> day of October, 1917 by virtue of a Registered Deed of Gift gifted and transferred aforesaid land in favour of his son Sri Umapada Guha, and said Deed was duly registered in the office of the Sub-Registrar at Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-16, Pages -208 to 220, Being No.-1674 for the year 1917.

**AND WHEREAS** aforesaid Umapada Guha by virtue of aforesaid Deed got possession of aforesaid land and constructed One storied structure thereon and subsequently constructed Two-storied structure thereon by sanctioning Addition/Alteration Plan of Two-storied Building Plan vide No.-524 dated 26/11/1963 and thus seized and possessed of the same and on 02/12/1974 executed a Registered Deed of Family Settlement in favour of his Two sons, namely, Sri Sukumar Guha and Sri Ashish Guha, in respect of aforesaid property and said Deed was duly registered in the office of the Sub-Registrar at Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-155, Pages -74 to 77, Being No.-9147 for the year 1974.

**AND WHEREAS** aforesaid Umapada Guha died testate on 04/01/1985 leaving behind surviving his aforesaid two sons, Sri Sukumar Guha and Sri Ashis Guha and one daughter, Smt. Asha Mitra. Be it pertinent to mention here that his wife, Nirmal Nalini Guha predeceased Umapada Guha on 16/04/1973 and married daughter Sovana Mitra died intestate on 09/08/1973 and also left aforesaid Deed of family Settlement by dint of which his aforesaid two sons, Sri Sukumar Guha and Sri Ashis Guha became joint absolute and equal owners in respect of the aforesaid property and their names were also recorded in the L.R. Record of Right.



**AND WHEREAS** aforesaid Sukumar Guha died intestate on 31/12/2005 leaving behind surviving his brother Ashis Guha and one sister Asha Mitra as his legal heirs to inherit his undivided share of the property as per provisions of Hindu law of Succession and subsequently aforesaid Asha Mitra, out of her love and affection to her brother Ashis Guha, on 09<sup>th</sup> day of November, 2011 by virtue of a Registered Deed of Gift gifted and transferred her undivided share over the aforesaid property and said Deed was duly registered in the office of the Registrar of Assurances-II, Kolkata and recorded in Book No.-I, Volume No.-55, Pages -235 to 244, Being No.-19355 for the year 2011.

**AND WHEREAS** aforesaid Ashis Guha thus by way of Registered Deed of Family Settlement, inheritance and Deed of Gift became sole and absolute owner in respect of aforesaid property and died intestate on 14/09/2016 leaving behind his wife, Mrs. Krishna Guha, son, Mr. Arup Guha and daughter, Mrs. Chumki Guha as his legal heirs to inherit aforesaid property as per Hindu law of Succession and thus the Present vendors became joint and absolute owners in respect of **ALL THAT** piece and parcel of BASTU land measuring about 05(Five) Cottahs 02(Two) Chittacks 03(Three) sq. ft. more or less equivalent to 08.52 Decimals of land more or less, together with Two-storied old dilapidated Building, situated at Mouza- Satgachi, J.L No.-20, Re Su No.-154, Touzi No.- 3083, comprising in C.S. Dag No.- 72, R.S. Dag No.- 192, L.R. Dag No.-201, under C.S. Khatian No.-749, R.S. Khatian No.-1997, L.R. Khatian No.-614, 6115, having Municipal Holding No.-202(New), 1016 (old), Cal-Jessore Road, Premises No.-194, Jessore Road, P.O. Motijheel, Kolkata-700074, under Ward No.-22, within South Dum Dum Municipality, under A.D.S.R.O. Cossipore- Dum Dum, under P.S.- Dum Dum, District- North 24-Parganas, fully described in the Schedule "A" herein below and thus seized and possessed of the same as joint and absolute owners free from all encumbrances.

**AND WHEREAS** the present Owners decided to develop the aforesaid and below mentioned "A" Schedule property by constructing Multi-storied Building

Building thereon, but could not do so due to lack of technical expertise and other cogent grounds and as such the owners herein, searching for a reputed Developer, who would construct multi-storied building on the said premises after demolishing the existing building standing thereon, under certain terms and conditions interalia by constructing a new multi-storied building at its own costs and expenses after obtaining necessary sanction from the competent concern and the present owners approached the Developer to enter into a Development Agreement with the present owners and on the representation and request of the Owners, the Developer agreed to enter into the Development Agreement in the name of the Firm in respect of the property of the present owners as mentioned in the Schedule "A" property and to allow the Firm to construct the said proposed multistoried building on the Schedule "A" property land of the Premises, after demolishing said premises standing thereon and the owners herein have accepted the same and have decided to enter into a Development Agreement with the Developer Firm herein under certain agreed terms and conditions specified hereunder.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agree upon by and between the parties hereto on the following terms and conditions.

#### **ARTICLE - I-DEFINITIONS -**

In this present unless there is anything repugnant to or inconsistent with: -

**1.1 OWNERS:-** shall mean aforesaid (1) **MRS. KRISHNA GUHA** (2) **MR. ARUP GUHA** (3) **MRS. CHUMKI GUHA** alias **CHUMKI GUHA (BASAK)** and their respective heirs, legal heirs, representative, administrators, executors and assigns.

**1.2 DEVELOPER:-** shall mean and include the "**OM SAI DEVELOPERS**", a Partnership Firm, having its office at 353, Jessore Road, P.O.-Motijheel, P.S.-Dum Dum, Kolkata- 700 074, District-North 24 -Parganas.



**1.3 TITLE DEEDS:** - shall mean all the documents of title relating to the said land and premises which shall be handed over in original to the Developer at the time of execution of the Agreement.

**1.4 PREMISES/PROPERTY:-** shall mean **ALL THAT** piece and parcel of BASTU land measuring about 05(Five) Cottahs 02(Two) Chittacks 03(Three) sq. ft. more or less equivalent to 08.52 Decimals of land more or less, together with Two-storied old dilapidated Building, situated at Mouza- Satgachi, J.L. No.-20, Re Su No.-154, Touzi No.- 3083, comprising in C.S. Dag No.- 72, R.S. Dag No.- 192, L.R. Dag No.-201, under C.S. Khatian No.-749, R.S. Khatian No.-1997, L.R. Khatian No.-614, 6115, having Municipal Holding No.-202(New), 1016 (old), Cal-Jessore Road, Premises No.-194, Jessore Road, P.O.- Motijheel, Kolkata-700074, under Ward No.-22, within South Dum Dum Municipality, under A.D.S.R.O. Cossipore- Dum Dum, under P.S.- Dum Dum, District- North 24-Parganas.

**1.5 NEW BUILDING:** - shall mean the Multi-storied Building (G+ upper-storied) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the South Dum Dum Municipality.

**1.6 COMMON AREA FACILITIES AND AMENITIES:-** shall mean and include, corridors staircases, passages, driveways, tube well, overhead water tank, underground reservoir, water pump, and motor, roof and other facilities, Lift, Lift Duct, which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owner and the Developer.

**1.7 MEASUREMENT OF AREA:** -

**COVERED AREA-** shall mean the area covered with outer wall and constructed for the individual unit including fifty Percent area covered by common partition wall between two units and cent percent area covered by the individual wall for the unit.

**SUPER BUILT UP AREA:** - shall mean and include the total covered area of the unit plus 25% service area, over the aforesaid total covered area, is applicable for individual unit.

**1.8 SALEABLE SPACE:**- shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat/unit after making due provision for common amenities and facilities for better enjoyment against consideration.

**1.9. ARCHITECT/ENGINEER/L.B.S.**- shall mean and include the technical person who prepare, submit and sanction the Building Plan and to look after the construction till the completion of the same and to obtain necessary permissions of the same.

**1.10 BUILDING PLAN:**- shall mean Ground plus Upper-storied Building Plan to be prepared by the Architect/Engineer/L.B.S. for the construction of the building and to be sanctioned by the South Dum Dum Municipality. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by itself.

**1.11. OWNERS' ALLOCATION:** - shall mean as follows:-

**OWNER'S ALLOCATION** shall mean:-The Land Owners will get their Allocation on the Multi-storied Building is as follows: -

**Up-to G+4-storied Building**

(A) (i) Entire Ground Floor (ii) Entire 2<sup>ND</sup> Floor (iii) 50% of the constructed area of the 4<sup>th</sup> Floor on the Back Side.

(B) In case of further sanction the Owners will get 30% of the constructed area of such additional Floor or Floors.



(C) In addition to that the Owners will get Rs.60, 00,000/- (Rupees Sixty Lakh) only as refundable amount out of which (i) Rs.5, 00,000/- on or before the execution of the Development Agreement (ii) Rs.45,00,000/- before Sanction Plan (iii) Rest amount of Rs.10, 00,000/- only at the time of handover of Physical possession of the land and structure by the Owners in favour of the Developer and entire amount will be refunded at the time providing copy of Completion Certificate/Occupancy Certificate in favour of the Owners by the Developer.

(D) All the owners will get shifting in Two Nos. of tenanted 2BHK Flats in the nearby locality, whose rent will be provided by the Developer, from the date of handover of physical possession of the land and structure in favour of the Developer to till date of handing over Owners' Allocation in the newly constructed Building.

**1.12 DEVELOPERS/PROMOTERS ALLOCATION**:- shall mean the remaining constructed area after providing the Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities.

**1.13 TRANSFER**: - shall mean and include transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

**ARTICLE - II : COMMENCEMENT & DURATION -**

2.1. This agreement shall be deemed to have commenced on and from the date of execution of this agreement and shall be terminated after completion of the building and thereafter sale out of all the flat/units/Garage/space to the intending purchasers and also after delivery of possession to the flat owners & landowner/s and after formation of flat/unit owners' Association, if required.

**ARTICLE - III: OWNERS' DECLARATION, RIGHTS AND RESPONSIBILITIES**

**3.1** The owners hereby declare that they are the joint and absolute owners of the entire property, as described herein as 'A' schedule property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land and structure and there is no liabilities, litigation and/or Agreement is pending upon the said land and structure.

**3.2** That the owners hereby agree that they will not grant lease, create mortgage, charge or encumber his undivided share over the 'A' schedule property in any manner whatsoever during the existing/substance of this agreement as well as during construction of the building without prior written consent of the Developer and also undertake that for betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order, if required, from the competent Court or appropriate Authority Concern.

**3.3** That the owners hereby agree to deliver vacant physical possession from their occupied portion of the 'A' schedule property within 30 days from the date of sanction of Building Plan and the Owners are liable for their Tenants. ✓

**3.4.** That the owners hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land, if amalgamated and for betterment of project and also for the betterment of title over the Schedule property.

**3.5.** That the owners shall be liable and responsible for litigation, if any dispute arises due to defects on their part or with regard to title in respect of the land or any boundary dispute or previous liabilities and/or for existence/substance



of any previous Agreement and if any restraining order comes into force due to act of any third party or contagious land owners, then the Landowners will bear the cost of litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the owners' allocation shall not be considered as delay on the part of the Developer.

**3.6** That the owners hereby undertake to deliver and/or handover all the Original documents in favour of the Developer at the time of execution of this Agreement.

**3.7** That the Owners hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorised the Developer to enter into Agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owners will give necessary consent for betterment of this project without raising any objection to that effect save and expect the owners' allocation as mentioned.

**3.8** The Owners hereby agree to execute a Registered Development Power of Attorney in favour of the Developer or its nominated person/s in respect of the Developer's Allocation and also for the purpose of addition, alteration, revision, of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their respective signatures on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owners

herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser/s.

**3.9** The owners hereby undertake not to do any act, deeds or things by which the Developer may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer's Allocation. If the Developer fails to deliver possession of the owners' Allocation within the stipulated period (as mentioned in point 3.10), then the owners will be entitled to get compensation/damages of Rs.50000/- per month from the Developer. Be it mentioned here that the Time will be essence of the contract.

**3.10** That the Owners hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall construct the building exclusively in the name of the Developer Firm and also by taking partner and/or new partner in the Firm at its own cost, arrangement and expenses as well as the Owners shall have no financial participation and or involvement. The Developer shall handover the complete habitable peaceful vacant possession of the Owners' Allocation within **30(Thirty) months** from the date of obtaining the Sanctioned Building Plan and/or from the date of clearance of all the papers and documents and/or delivery of vacant possession, which is later and the time is the essence of this Contract and such time shall be enhanced and/or extended for another 6(six) months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the Developer and if the Developer fail or neglect to handover the possession of Owner's Allocation within the said stipulated 36(Thirty Six) months from the date of obtaining the Sanctioned Building Plan, then in that case the Owners shall have every right to take legal steps with due process of law.

**ARTICLE - IV:**  
**DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION**

**4.1** The Developer/Promoter hereby agreed to complete the multi-storied (G+Upper-storied) building over the property as per plan as sanctioned and/or



to be further sanctioned by the South Dum Dum Municipal Authority concerned with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer.

4.2 The Developer hereby declare that the Developer will pay the cost of obtaining sanction plan as early as possible and also declares that to take care of the local hazards or accident during the continuation of construction and the owners shall have no liability to that effect.

4.3 All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer with due signature of the owners or on behalf of the owners as may be required and all costs expenses and charges be paid by the Developer and also for construction of the building thereon.

4.4 The Developer hereby agreed to deliver possession of the owner's allocation in the proposed new building within **30(Thirty) months** from the date of obtaining the Sanctioned Building Plan and/or from the date of clearance of all the papers and documents i.e. especially from conversion of the land into Bastu land in case of a particular Dag and/or delivery of vacant possession, which is later, and if required, the owners will further allow 6 months for delivery of possession of the owners' allocation without claiming any damages. **It is also agreed that the delivery of possession of the owners' allocation and Developer's Allocation will be made at the same time and/or firstly to the owners** and if required, benefits of the parties hereto before or after completion of the building Necessary supplementary Agreement will be executed. Be it pertinent to mention here that **the Developer will obtain Completion Certificate/Occupancy Certificate (C.C.) at its own cost expenses** and Photostat copy of the same will be handed over to all the owners/ occupiers of all the units of the newly constructed building.

4.5 That the notice for delivery of possession of the owners' Allocation shall be delivered by the developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owners is bound to take possession within 30 days from the date of service of this letter. If the owners fail to take delivery of possession or neglected to do so, then it will be deemed that the owners' allocation has been already delivered and the Developer shall be entitled to transfer entire Developer's allocation without any further notice.

4.6 That the owners shall have to clear all the dues if any due is caused due to extra work other than the specification of flat as mentioned in the schedule as mentioned below before taking delivery of possession of the Owners' Allocation.

4.7 That the Developer shall have the responsibility for the incidents occurred during the course of construction except hazards, which will be occurred due to act of the Owners and after completion of the building and handing over of the same to the Owners and Intending Purchasers, the Developer shall have no liability for any incident occurred in the said Building.

#### **ARTICLE - V. CONSIDERATION & PROCEDURE**

5.1 In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developer's Allocation.

5.2 That the owners hereby agree and declare that immediately after execution of this Agreement shall deliver vacant possession in favour of the Developer.

5.3 That if the Developer fails to complete the construction work in respect of the owners' allocation within the stipulated period as stated above, and then the Owners shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the Developer as per calculation of the Developer. Be it mentioned here that time will be essence of the contract.



## ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING

6.1 The Developer shall on completion of the building put the owners in undisputed possession in respect of the Owners' allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/shops/spaces etc. or refund rupees sixty lakh and/or subsequent additional payments, if any or as mutually settled by the Owners and Developer, failing which such amount will be adjusted from fourth and fifth floor at the rate of rupees three thousand two hundred and fifty per square feet covered area from Owners' Allocation.

6.2 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/units/unit/ space together with right to proportionate share of land excluding the space/ units/flat provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

6.3 The Developer shall at its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification, if any, with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. **The Developer shall on completion of the building shall obtain Completion Certificate/ Occupancy Certificate from the Appropriate Authority concern at its own costs and expenses.**

6.4 That the developer shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, Lift and other facilities as are required to be provided in respect of building having self contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed:- It is also mentioned that the

Developer will fix the sale rate for flat/garages etc. for Developer's allocation without consultation of the owners.

**ARTICLE - VII. COMMON FACILITIES**

**7.1** The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats/units and all the flats owners will pay due according to their shares.

**7.2** As soon as respective self contained flat/unit is completed, the Developer shall give written notice to the owners requiring the owner to take possession of the owner's allocation in the newly constructed building and after 30(Thirty) days from the date of service of such notice and at all times, thereafter the owners shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation the said rates to be apportioned prorata with reference to saleable space in the building if any are levied on the building as whole.

**7.3** The Owners and Developer shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes, GST and other taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer. The owners hereby agreed that they shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owner for the same the Developer will be entitled to get damages.

**7.4** The owners or their agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale



out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owners without any reasonable and/or justified reason, then the owners or their respective legal representatives shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

#### **ARTICLE - VIII. COMMON RESTRICTIONS**

**THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -**

**8.1.** Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

**8.2.** Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipal authority concern in this behalf.

**8.3.** Both parties shall abide by all laws, bye laws rules and regulations of Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any said laws and regulations.

**8.4.** The respective allottee or their transferees shall keep the interior walls, sewers, drains pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

**8.5.** No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.

**8.6.** Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.

**8.7.** Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

#### **ARTICLE - IX. OWNER'S DUTY & INDEMNITY**

**9.1.** The owners doth hereby agree and covenants with the Developer not to use or cause any interference or hindrance in any manner during the construction of the said building at the said premises throughout the existence of this agreement and if any such interference or hindrance or impediments is caused by the owners or their heirs, agents, servants, and representatives to such construction the owners will be liable to repay entire amount invested by the developer and the amount will be settled by the parties amicably. It is also further agreed that if the developer is prevented from making construction due



to any litigation cropped up or due to any restraining order passed by the competent court or of a competent Authority concerned or any statutory body law or due to any boundary dispute amongst the contagious land owners, then owner will be liable to initiate proceeding in court of law and defend any litigation and also to pay cost of litigation to the Developer, which will be incurred by the Developer.

9.2. The owners or their legal representatives herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/ shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owners shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

9.3. It is agreed that the owners will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from Developer.

9.4. That the owners and their legal heirs hereby declare and undertake that upon the demise of the owner/s, the legal heirs of the said owner/s will join the Development Agreement and also execute necessary Supplementary Development Agreement and also Registered and Unregistered General Power of Attorney and/or Development Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein.

#### **ARTICLE - X. DEVELOPER'S DUTY**

10.1. That the Developer hereby agree and covenants with the Owners not to do any act, deed or things whereby the Owners are prevented from enjoying selling disposing of the owners' allocation in the building at the said premises

after delivery of Re-possession thereof to the owners and also obtain Completion Certificate (C.C.)/Occupancy Certificate from competent Authority at its own costs and expenses.

10.2. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer in relating to the making of construction of the said building. The developer shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owners' Allocation.

#### **ARTICLE - XI. MISCELLANEOUS**

11.1 The Owners and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 The name of the building will be "OM ARCADE"

11.3 As and from the date of getting possession of the Owners' Allocation in the building the developer and/or its transferees and the owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rents and Service Tax/GST and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

11.4 The building to be constructed by the developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet, which will be treated part of the agreement.



**ARTICLE - XII. FORCE MAJEURE**

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

**ARTICLE - XIII. LEGAL**

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and/or construction and or in respect of this Agreement and /or anything done in pursuance hereto and/or otherwise shall be referred to the Court of law, which is within the jurisdiction of the Ld. District Judges' Court at Barasat and Honourable High Court at Calcutta.

Unless this Agreement is contrary to or repugnant to the context.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

**THE SCHEDULE "A" ABOVE REFERRED TO  
(DESCRIPTION OF THE ENTIRE PROPERTY)**

**ALL THAT** piece and parcel of BASTU land measuring about 05(Five) Cottahs 02(Two) Chittacks 03(Three) sq. ft. more or less, together with Two-storied old dilapidated Building measuring **4264 sq. ft. more or less** (2132 sq. ft. on the Ground Floor and 2132 sq. ft. on the First Floor), **being 54 years old Building, being Cemented Flooring**, situated at Mouza- Satgachi, J.L. No.-20, Re Su No.-154, Touzi No.- 3083, comprising in C.S. Dag No.-72, R.S. Dag No.- 192, L.R. Dag No.-201, under C.S. Khatian No.-749, R.S. Khatian No.-1997, L.R. Khatian No.-614, 6115, having **Municipal Holding No.-202(New)**, 1016 (old).

**Cal-Jessore Road**, Premises No.-194, Jessore Road, P.O.-Motijheel, Kolkata-700074, under Ward No.-22, within South Dum Dum Municipality, under A.D.S.R.O. Cossipore-Dum Dum, under P.S.-Dum Dum, District-North 24-Parganas, which is butted and bounded as follows: -

**ON THE NORTH:** - By Nagerbazar Road

**ON THE SOUTH:** - By Property of Tulshi Bala Dasi

**ON THE EAST:** - By Jessore Road

**ON THE WEST:** - By Property of Surama Bala Dasi

**THE SCHEDULE 'B' ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**

**OWNER'S ALLOCATION** shall mean:- The Land Owners will get their Allocation on the Multi-storied Building is as follows: -

- (A) (i) Entire Ground Floor (ii) Entire 2<sup>ND</sup> Floor (iii) 50% of the constructed area of the 4<sup>th</sup> Floor on the Back Side.
- (B) In case of further sanction the Owners will get 30% of the constructed area of such additional Floor or Floors.
- (C) In addition to that the Owners will get Rs.60, 00,000/- (Rupees Sixty Lakh) only as refundable amount out of which (i) Rs.5, 00,000/- on or before the execution of the Development Agreement (ii) Rs.45,00,000/- before Sanction Plan (iii) Rest amount of Rs.10, 00,000/- only at the time of handover of Physical possession of the land and structure by the Owners in favour of the Developer and entire amount will be refunded at the time providing copy of Completion Certificate/Occupancy Certificate in favour of the Owners by the Developer.



(D) All the owners will get shifting in Two Nos. of tenanted 2BHK Flats in the nearby locality, whose rent will be provided by the Developer, from the date of handover of physical possession of the land and structure in favour of the Developer to till date of handing over Owners' Allocation in the newly constructed Building.

**THE SCHEDULE "C" ABOVE REFERRED TO -  
(DEVELOPER'S ALLOCATION)**

**DEVELOPERS/PROMOTERS ALLOCATION** shall mean the remaining constructed area after providing for Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities.

**THE SCHEDULE "D" ABOVE REFERRED TO -  
(SPECIFICATION OF CONSTRUCTION FOR THE FLAT/ UNIT)**

**FOUNDATION WORKS:** - R.C.C Column Foundation (1:2:4)

**NATURE OF CONSTRUCTION:** -R.C.C Column Structure

**ROOF FINISH:** -R.C.C Roof Slab (1:2:4)

**DOORS AND WINDOWS:**- All doorframes would be standard flush and Main Door of the unit would be made of Wood, doors shutter would be 32 m. m. thick flushes, doors made of commercial ply and mortise lock on the main door. Toilets and kitchen would be P.V.C. door, there would not have any mortise. All windows would have Aluminum Channel and Glass cover.

**FLOORING:**- All bedrooms, dining and drawing would be furnished with Vitrified Tiles and Toilets and kitchen would be finished with Vitrified Tiles and walls of the toilets would have 60" high glazed tiles dado over the skirting.

**SANITARY AND PLUMBING:** - Common toilet would be of matching size shower, two-bib cock and would be fitted with one Western Type commode (White standard quality) with low P.V.C. Cistern (white) all inside & outside plumbing lines are of P.V.C. & W.C. with one Western Type white commode of Low P.V.C. (white) cistern two-bib cocks, one standard size white basin in dining/bathroom as desire by the Flat Owners, two-bib cocks in the kitchen.

**KITCHEN:** - One Black Stone Platform with cylinder space on bottom, one Black stone sink, 2'-0" skirting made of white glazed tiles on the bank of the cooking platform to protect the oil spots.

**ELECTRICAL WIRING:** -

Concealed wiring in all flats. Each flat will be provided with the following electrical points with good quality switch.

**Bed Room** : - Light points- 2, Fan point-1, 5 Amp.-1, 15 Amp.-1, One A.C. Point - in Master Bed Room

**Dining/Drawing** : - Light points- 2, Fan point-1, 5 Amp.-1, 15 Amp.-1, T.V. Telephone\ Cable connection point

**Kitchen** : - Light point-1, Exhaust Fan point-1, 5 Amp.-1, 15 Amp.-1,

**Common Toilet & W.C.:** - Light point- 1, Exhaust Fan point-1, Geyser Point-1

**Verandah** : - Light point- 1

**Entrance** : - Door Bell point-1, Light point- 1,

**WATER SUPPLY:** -

Overhead and Underground Reservoir and standard pump set or as directed by the local Authority concern.

**PAINTING:** -

Plaster of Paris.

Colour wash in outside wall and weather coat in all common areas of the building.

**VERANDAH GRILLS:** -

M.S. Railing up to 1'-6" will be provided on 1'-6" brick work in such verandah.

**EXTRA WORK:** -

For all extra works and fittings as desired, party shall have to bear the cost as per our calculation and 50% of the calculated costs have to be deposited before start of the work.

**LIFT** - 4-passengers Lift will be provided in the building of standard company.

**In case of Garage & Gowdown:** - cemented Flooring and Light point- 1

**In case of Shop:**-Cemented Flooring, Light point- 1, Fan point-1, 5 Amp.-1, Rolling Shutter.



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

**SIGNED SEALED AND DELIVERED**

In the presence of the following

WITNESSES:-

1. *Pradip Kumar Agml.*  
 8, Ram Dhona Mitra  
 Lane - Kurla

*Krishna Guha.*  
*Asul Guha.*  
*Chandri Leha Basak.*

2. *Rouk Basak*  
 8. Golek Sutta Lane.  
 Kurla - 700055

SIGNATURE OF THE OWNERS

OM SAI DEVELOPERS  
 Honish Agamul .  
 Partners'

OM SAI DEVELOPERS  
*Raju Biswas*  
 Partners'

OM SAI DEVELOPERS  
*Santosh Dutta*  
 Partners'

SIGNATURE OF THE DEVELOPER

Drafted by as per instruction of the parties hereto and Prepared In my office: -

*Kousik Saha*  
 Advocate  
*Advocate*  
 WB-1699/2001

**KOUSIK SAHA**  
 Advocate  
 District Judges' Court, Barasat  
 North 24 Parganas

MEMO OF CONSIDERATION

Received a sum of Rs. 5, 00,000/- (Rupees Five Lakh only) from the above named Developer amount as part consideration of the Developer's Allocation as per memo herein below:-

By Cheque vide No - 049486 dt 26/10/2018  
drawn on Allahabad Bank  
Dum Dum (Nagubazaar) Branch Rs. 5, 00, 000/-

Rs. 5, 00,000/-

Chutki Lata Basak

(Rupees Five Lakh only)

Witnesses:-

1. Pradip Kumar  
2. Ram Dhona Mitra  
C/O K. L. O. I.

2. Gour Basak  
3. Golok Anand  
Kot Jorras

Krishna Guha.

Asif Guha

Chutki Lata Basak.

SIGNATURE OF THE OWNERS



PAGES NO .....  
 SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of the  
 Executants / Presentants



Krishna Guha

Little Ring Middle Fore Thumb  
 (Left Hand)



Thumb

Fore

Middle

Ring

Little

(Right Hand)



Little

Ring

Middle

Fore

Thumb

(Left Hand)



Thumb

Fore

Middle

Ring

Little

(Right Hand)



Little

Ring

Middle

Fore

Thumb

(Left Hand)



Thumb

Fore

Middle

Ring

Little

(Right Hand)



Anurag



Anshu Lakshmi Bhandari

Signature of the  
 Accutants / Presentants



*Manish Agarwal*

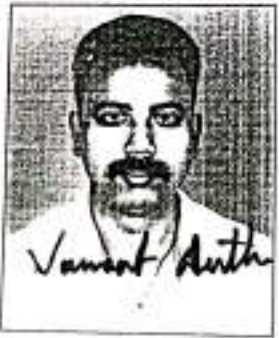
Manish Agarwal

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



*Raju Biswas*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



*Samrat Anitha*

Samrat Anitha

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



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

GRN: 19-201819-029980889-1

Payment Mode: Online Payment

GRN Date: 25/10/2018 15:33:24

Bank: Allahabad Bank

BRN: 251018008948780

BRN Date: 25/10/2018 15:35:46

DEPOSITOR'S DETAILS

Id No.: 15060001632786/2/2018  
(Entry to Entry Fee)

Name: Mookherjee Consultancy

Contact No.: Mobile No.: +91 9831359397

E-mail:

Address: 104 Dum Dum Road Kol 30

Applicant Name: Mr Kousik Saha

Office Name:

Office Address:

Status of Depositor: Others

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15060001632786/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	15060001632786/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	5021

Total

44942

In Words: Rupees- Forty Four Thousand Nine Hundred Forty Two only

## Major Information of the Deed

Deed No :	I-1506-09410/2018	Date of Registration	26/10/2018
Query No / Year	1506-0001632786/2018	Office where deed is registered	
Query Date	23/10/2018 2:44:21 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Kousik Saha Barasat Judges Court, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9830448242, Status Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration (No of Declaration : 2), [4311] Other than Immovable Property, Receipt (Rs : 5,00,000/-)		
Set Forth value	Market Value		
	Rs. 2,38,35,768/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 5,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Satgachi

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-201	LR-614	Bastu	Bastu	623 Sq Ft		36,34,173/-	Property is on Road Adjacent to Metal Road,
L2	LR-201	LR-614	Bastu	Bastu	623 Sq Ft		36,34,173/-	Property is on Road Adjacent to Metal Road,
L3	LR-201	LR-614	Bastu	Bastu	623 Sq Ft		36,34,173/-	Property is on Road Adjacent to Metal Road,
L4	LR-201	LR-6115	Bastu	Bastu	623 Sq Ft		36,34,173/-	Property is on Road Adjacent to Metal Road,
L5	LR-201	LR-6115	Bastu	Bastu	623 Sq Ft		36,34,173/-	Property is on Road Adjacent to Metal Road,
L6	LR-201	LR-6115	Bastu	Bastu	623 Sq Ft		36,34,173/-	Property is on Road Adjacent to Metal Road,
<b>TOTAL :</b>					<b>8.5663Dec</b>	<b>0 /-</b>	<b>218,05,038 /-</b>	
<b>Grand Total :</b>					<b>8.5663Dec</b>	<b>0 /-</b>	<b>218,05,038 /-</b>	



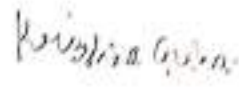


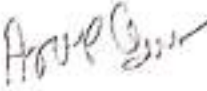
Major Information of the Deed :- I-1506-09410/2018-26/10/2018





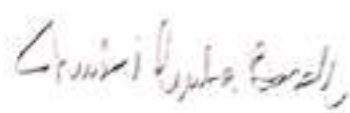
**Structure Details :**

Structure Details	Area of Structure	Selforth Value (In Rs.)	Market value (In Rs.)	Other Details
On Land L1, L2, L3, L4, L5, L6	4264 Sq Ft	0/-	20,30,730/-	Structure Type: Structure
Gr. Floor, Area of floor : 2132 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 54 Years, Roof Type: Pucca, Extent of Completion: Complete				
Floor No: 1, Area of floor : 2132 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 54 Years, Roof Type: Pucca, Extent of Completion: Complete				
<b>Total :</b>	<b>4264 sq ft</b>	<b>0/-</b>	<b>20,30,730/-</b>	

**Land Lord Details :**

Sl No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Fringorprint	Signature
1	<b>Mrs KRISHNA GUHA</b> Wife of Late Asish Alias Ashis Kumar Guha Executed by: Self, Date of Execution: 26/10/2018 , Admitted by: Self, Date of Admission: 26/10/2018 ,Place : Office	 26/10/2018	 LTI 26/10/2018	 26/10/2018
194, Jessore Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BNEPG7659B, Status :Individual, Executed by: Self, Date of Execution: 26/10/2018 , Admitted by: Self, Date of Admission: 26/10/2018 ,Place : Office				
2	<b>Mr ARUP GUHA</b> Son of Late Asish Alias Ashis Kumar Guha Executed by: Self, Date of Execution: 26/10/2018 , Admitted by: Self, Date of Admission: 26/10/2018 ,Place : Office	 26/10/2018	 LTI 26/10/2018	 26/10/2018
194, Jessore Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALOPG1419J, Status :Individual, Executed by: Self, Date of Execution: 26/10/2018 , Admitted by: Self, Date of Admission: 26/10/2018 ,Place : Office				



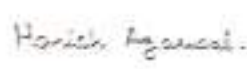


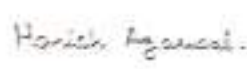


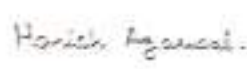









Major Information of the Deed :- I-1506-09410/2018-26/10/2018

Name	Photo	Fingerprint	Signature
<b>Mrs CHUMKI GUHA,</b> (Alias: Mrs CHUMKI GUHA (BASAK)) (Presentant ) Daughter of Late Asish Alias Ashis Kumar Guha Executed by: Self, Date of Execution: 26/10/2018 , Admitted by: Self, Date of Admission: 26/10/2018 ,Place : Office	 26/10/2018	 LTI 26/10/2018	 26/10/2018
194, Jessore Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADXPG4147N, Status :Individual, Executed by: Self, Date of Execution: 26/10/2018 , Admitted by: Self, Date of Admission: 26/10/2018 ,Place : Office			

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>OM SAI DEVELOPERS</b> 353, Jessore Road, P.O - Motijheel, P.S- Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700074. PAN No : AAFFQ9508C, Status :Organization, Executed by: Representative



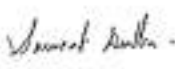
**Representative Details :**

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> <b>Mr MANISH AGARWAL</b>            Son of Mr Bayrang Agarwal            Date of Execution - 26/10/2018, , Admitted by: Self, Date of Admission: 26/10/2018, Place of Admission of Execution: Office         </td> <td>   Oct 26 2018 12:40PM         </td> <td>   LTI 26/10/2018         </td> <td>   26/10/2018         </td> </tr> <tr> <td colspan="4">           20, Ramdhan Mitra Lane, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700004, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CCAPA1524M Status : Representative, Representative of : OM SAI DEVELOPERS (as Partner)         </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr MANISH AGARWAL</b> Son of Mr Bayrang Agarwal Date of Execution - 26/10/2018, , Admitted by: Self, Date of Admission: 26/10/2018, Place of Admission of Execution: Office	 Oct 26 2018 12:40PM	 LTI 26/10/2018	 26/10/2018	20, Ramdhan Mitra Lane, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700004, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CCAPA1524M Status : Representative, Representative of : OM SAI DEVELOPERS (as Partner)			
Name	Photo	Finger Print	Signature										
<b>Mr MANISH AGARWAL</b> Son of Mr Bayrang Agarwal Date of Execution - 26/10/2018, , Admitted by: Self, Date of Admission: 26/10/2018, Place of Admission of Execution: Office	 Oct 26 2018 12:40PM	 LTI 26/10/2018	 26/10/2018										
20, Ramdhan Mitra Lane, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700004, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CCAPA1524M Status : Representative, Representative of : OM SAI DEVELOPERS (as Partner)													
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr RAJU BISWAS</b>            Son of Mr Alope Biswas            Date of Execution - 26/10/2018, , Admitted by: Self, Date of Admission: 26/10/2018, Place of Admission of Execution: Office         </td> <td>   Oct 26 2018 12:44PM         </td> <td>   LTI 26/10/2018         </td> <td>   26/10/2018         </td> </tr> <tr> <td colspan="4">           21, Nagerbazar Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALUPB6184B Status : Representative, Representative of : OM SAI DEVELOPERS (as Partner)         </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr RAJU BISWAS</b> Son of Mr Alope Biswas Date of Execution - 26/10/2018, , Admitted by: Self, Date of Admission: 26/10/2018, Place of Admission of Execution: Office	 Oct 26 2018 12:44PM	 LTI 26/10/2018	 26/10/2018	21, Nagerbazar Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALUPB6184B Status : Representative, Representative of : OM SAI DEVELOPERS (as Partner)			
Name	Photo	Finger Print	Signature										
<b>Mr RAJU BISWAS</b> Son of Mr Alope Biswas Date of Execution - 26/10/2018, , Admitted by: Self, Date of Admission: 26/10/2018, Place of Admission of Execution: Office	 Oct 26 2018 12:44PM	 LTI 26/10/2018	 26/10/2018										
21, Nagerbazar Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALUPB6184B Status : Representative, Representative of : OM SAI DEVELOPERS (as Partner)													

Major Information of the Deed :- I-1506-09410/2018-26/10/2018

02/11/2018 Query No:-15060001632786 / 2018 Deed No :- 150609410 / 2018, Document is digitally signed.



Name	Photo	Finger Print	Signature
<b>Mr SAMRAT DUTTA</b> Son of Mr Panchu Gopal Dutta Date of Execution - 26/10/2018, , Admitted by: Self, Date of Admission: 26/10/2018, Place of Admission of Execution: Office	 Oct 26 2018 12:44PM	 L1 26/10/2018	 26/10/2018
50, R.N. Guha Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJJPD8022B Status : Representative, Representative of : OM SAI DEVELOPERS (as Partner)			

**Identifier Details :**

Name & address	
Mr Gour Basak Son of Late Bholanath Basak 194, Jessore Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mrs KRISHNA GUHA, Mr ARUP GUHA, Mrs CHUMKI GUHA, Mr MANISH AGARWAL, Mr RAJU BISWAS, Mr SAMRAT DUTTA	26/10/2018
<i>GOUR BASAK</i>	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs KRISHNA GUHA	OM SAI DEVELOPERS-1.42771 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr ARUP GUHA	OM SAI DEVELOPERS-1.42771 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mrs CHUMKI GUHA	OM SAI DEVELOPERS-1.42771 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mrs KRISHNA GUHA	OM SAI DEVELOPERS-1.42771 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr ARUP GUHA	OM SAI DEVELOPERS-1.42771 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Mrs CHUMKI GUHA	OM SAI DEVELOPERS-1.42771 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs KRISHNA GUHA	OM SAI DEVELOPERS-1421.33333300 Sq Ft
2	Mr ARUP GUHA	OM SAI DEVELOPERS-1421.33333300 Sq Ft
3	Mrs CHUMKI GUHA	OM SAI DEVELOPERS-1421.33333300 Sq Ft

Major Information of the Deed :- I-1506-09410/2018-26/10/2018



## Land Details as per Land Record

District North 24-Parganas, P S - Dum Dum, Municipality SOUTH DUM DUM, Road Jessore Road, Mouza: Satgachi

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No - 201(Corresponding RS Plot No - 192), LR Khatian No - 614	Owner অশীষ কুমার গুহা, Gurdian উমাপদ গু, Address নিজ , Classification বাড়, Area 0.04 Acre.	Mrs KRISHNA GUHA
L2	LR Plot No - 201(Corresponding RS Plot No - 192), LR Khatian No - 614	Owner অশীষ কুমার গুহা, Gurdian উমাপদ গু, Address নিজ , Classification বাড়, Area 0.04 Acre.	Mr ARUP GUHA
L3	LR Plot No - 201(Corresponding RS Plot No - 192), LR Khatian No - 614	Owner অশীষ কুমার গুহা, Gurdian উমাপদ গু, Address নিজ , Classification বাড়, Area:0.04 Acre.	Mrs CHUMKI GUHA
L4	LR Plot No - 201(Corresponding RS Plot No - 192), LR Khatian No - 6115	Owner সুকুমার গুহা, Gurdian উমাপদ গু, Address নিজ , Classification বাড়, Area 0.04 Acre.	Mrs KRISHNA GUHA
L5	LR Plot No - 201(Corresponding RS Plot No - 192), LR Khatian No - 6115	Owner সুকুমার গুহা, Gurdian উমাপদ গু, Address নিজ , Classification বাড়, Area:0.04 Acre.	Mr ARUP GUHA
L6	LR Plot No - 201(Corresponding RS Plot No - 192), LR Khatian No - 6115	Owner সুকুমার গুহা, Gurdian উমাপদ গু, Address নিজ , Classification বাড়, Area:0.04 Acre.	Mrs CHUMKI GUHA

### Endorsement For Deed Number : I - 150609410 / 2018

On 26-10-2018

#### 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 43 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:10 hrs on 26-10-2018, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mrs CHUMKI GUHA Alias Mrs CHUMKI GUHA (BASAK), 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 2,38,35,768/-

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

Execution is admitted on 26/10/2018 by 1. Mrs KRISHNA GUHA, Wife of Late Asish Alias Ashis Kumar Guha, 194, Jessore Road, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession House wife, 2. Mr ARUP GUHA, Son of Late Asish Alias Ashis Kumar Guha, 194, Jessore Road, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Business, 3. Mrs CHUMKI GUHA, Alias Mrs CHUMKI GUHA (BASAK), Daughter of Late Asish Alias Ashis Kumar Guha, 194, Jessore Road, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession House wife

Major Information of the Deed :- I-1506-09410/2018-26/10/2018



Identified by Mr Gour Basak, , Son of Late Bholanath Basak, 194, Jessore Road, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Business

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

Execution is admitted on 26-10-2018 by Mr MANISH AGARWAL, Partner, OM SAI DEVELOPERS (Partnership Firm), 353, Jessore Road, P.O.- Motijheel, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074

Identified by Mr Gour Basak, , Son of Late Bholanath Basak, 194, Jessore Road, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Business

Execution is admitted on 26-10-2018 by Mr RAJU BISWAS, Partner, OM SAI DEVELOPERS (Partnership Firm), 353, Jessore Road, P.O.- Motijheel, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074

Identified by Mr Gour Basak, , Son of Late Bholanath Basak, 194, Jessore Road, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Business

Execution is admitted on 26-10-2018 by Mr SAMRAT DUTTA, Partner, OM SAI DEVELOPERS (Partnership Firm), 353, Jessore Road, P.O.- Motijheel, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074

Identified by Mr Gour Basak, , Son of Late Bholanath Basak, 194, Jessore Road, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,021/- ( B = Rs 5,000/- , E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/10/2018 3:35PM with Govt. Ref. No: 192018190299808891 on 25-10-2018, Amount Rs: 5,021/-, Bank: Allahabad Bank ( ALLA0210031), Ref. No. 251018008948780 on 25-10-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 121030, Amount: Rs.100/-, Date of Purchase: 10/10/2018, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/10/2018 3:35PM with Govt. Ref. No: 192018190299808891 on 25-10-2018, Amount Rs: 39,921/-, Bank: Allahabad Bank ( ALLA0210031), Ref. No. 251018008948780 on 25-10-2018, Head of Account 0030-02-103-003-02

Suman Basu  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE  
DUMDUM  
North 24-Parganas, West Bengal

Major Information of the Deed :- I-1506-09410/2018-26/10/2018

9968/18

3-7610/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2018, Page from 426839 to 426882  
being No 150609410 for the year 2018.



Digitally signed by SUMAN BASU  
Date: 2018.11.02 13:20:12 +05:30  
Reason: Digital Signing of Deed.

*Suman*

(Suman Basu) 02/11/2018 13:19:55  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.

(This document is digitally signed.)