

05081/24

T-5740/24 T-3539/-



पश्चिम बंगाल WEST BENGAL

L 774178

2-2744306/24
6/11/24

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

District Sub-Registrar-V
Alipore, South 24 Parganas

06 NOV 2024

SUPPLEMENTARY DEVELOPMENT AGREEMENT
ALONG WITH MODIFIED DEVELOPMENT POWER OF
ATTORNEY

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT is made on this

6th day of **NOVEMBER** 2024 [Two Thousand and Twenty-Four];

BETWEEN

0000

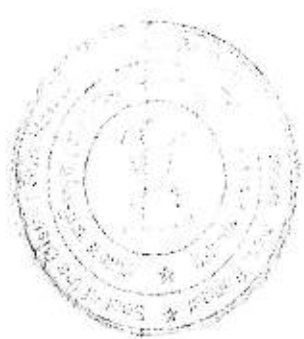


268557

NAME Ashirbad Enterprise
ADD. 4/59, Mukundapur
R&D Kal-99
4 NOV 2024
S. CHATTERJEE
Lic. No. 1001
2 & 3, K. S. Road, Model, Kol-I

04 NOV 2024

04 NOV 2024



IDENTIFIED BY ME
Anup Ganguli.
S/o Anun Ganguli.
231, Santoshpur Area.
KOL-75
ADY.

DISTRICT SUB-REGISTRAR V
ALIPORE, SOUTH 24 PGS.
06 NOV 2024

SRI NITISH KUMAR SEN (PAN: ATHPS 9784 R: AADHAAR: 6303 3210 2309)

Son of Late Sukhamoy Sen, by Occupation - Service, by Faith - Hinduism, by Nationality- Indian and presently residing at AH/217, Salt Lake, Sector 2, Kolkata - 700 091, (Previously Resided at 1/14, Olai Chandi Road, Belgachia, Kolkata - 700037) hereinafter called and referred to as the **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the context shall mean & include his heirs, successors, executors, administrators, legal representatives & assigns) of the **FIRST PART**.

AND

M/S. ASHIRBAD ENTERPRISE, a Sole Proprietorship Concern, having it's Office at 4/59, Mukundapur, Post Office- Kalikapur, Police Station Purba Jadavpur (previously Kasba), Kolkata - 700099, District: South 24-Parganas and being represented by its Sole Proprietor **SRI SUDHIR DAS (PAN- AHFPD7317K; AADHAR NO. 5802 0826 0700)**, Son of Amarendra Das, by Religion - Hinduism, by Nationality- Indian, by occupation- Business and residing at 4/59, Mukundapur, Post Office- Mukundapur, Police Station- Purba Jadavpur, (previously Kasba), Kolkata 700 099, District: South 24-Parganas, hereinafter called and 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 Sole Proprietor's heirs, successors, executors, administrators, legal representatives & assignees) of the **SECOND PART**.

WHEREAS the Land Owner has agreed to authorize and entrust the Developer herein-named to construct a multi storied building on the said landed property more fully and particularly described in the **FIRST SCHEDULE**, according to the Plan, already sanctioned by the Competent Authority of The Kolkata Municipal Corporation and as per the following terms and conditions on which both the Parties have mutually agreed. Accordingly a development agreement was signed by the parties which was duly registered before **DSR -II, at Alipore, South 24 Parganas and recorded in Book No.I, Volume no. 1602-2023, pages 439424 to 439456, being no 160212803 for the year 2023 dated 07.09.2023. On the same day 07.09.2023** a development power of attorney was signed by the land owner which was duly registered before **DSR II at Alipore and recorded in**

Book I, Volume No. 1602 of 2023, Page No.439373 to 439389, Being No. 160212813 for the year 2023.

AND WHEREAS for some reasonable ground both the parties have decided to execute a supplementary agreement regarding the above mentioned development agreement and also the first party wants to execute a modified development power in favour of the developer here above mentioned and accordingly this instrument is signed, sealed and executed between the parties.

AND WHEREAS in this agreement unless it be contrary or repugnant to the context the following words or terms shall have the following meaning

DEFINITION

- 1) The **"FIRST PART"** shall mean and include the OWNER of the Land Property, which is more fully mentioned under the First Schedule hereunder written and his respective heirs and successors, representatives, legal representatives, executors and assigns.
- 2) The **"SECOND PART"** shall mean and include the **"DEVELOPER"** and its successors-in-office, representatives, legal representatives, executors and assigns.
- 3) The said **"PROPERTY OR LAND"** shall mean ALL THAT the piece or parcel of Land measuring or containing more or less 05(Five) Cottah, appertaining to the **Mouza- Barakhola**, J.L. No. 21, Touzi No. 169, R.S. No. 40, under LR Khatian No. 327, LR Dag No.143, D.S.R.O. - Alipore& A.D.S.R. at Sealdah, Pargana- Khaspur, Police Station- Purba Jadavpur formerly Kasba, **within the limits of Kolkata Municipal Corporation Ward No. 109, KMC Premises No.194, Borakhola, Mailing Address - 90B, Ramkrishna Pally, Asseseee No.311090201947, District: South 24 Parganas.**
- 4) **"PROPOSED BUILDING"** shall mean, a multi-storied building (Ground+ Four) storied/ type, which will be constructed, on the said premises mentioned above, as per the **Building Permit No.2024120050 dated 09.05.2024** sanctioned by The Kolkata Municipal Corporation.

- 5) **"THE PLAN"** shall mean the said Building Plan sanctioned by Kolkata Municipal Corporation vide Building Permit No.2024120050 dated 09.05.2024.
- 6) **"THE ARCHITECT"** shall mean any person or persons, Firms, Company with extraordinary credentials, appointed or nominated by the Developer from time to time for the purpose of construction of the new Building as per Building plan mentioned above. The developer is solely responsible towards the construction of the building starting from architectural/structural designs, workmanship, quality of the building materials to be used in the said building and covering all aspects of the building during and after the construction. The land owner is not liable for any aspects related to the building. The Land owner also will not be held responsible for further breach of contracts between the developer and any third party.
- 7) **"THE SALEABLE AREA"** shall mean the space in the said Building available for independent use and occupation including common portions and common facilities.
- 8) **SUPER BUILT-UP AREA** shall mean 25% of the Built-Up Area;
- 9) **"LAND OWNERS ALLOCATION"** shall means, 50% of total allocation as per sanctioned building plan which shall be delivered to the land owner by means of a self - contained residential flat measuring about 750 sq. ft. carpet area at backside of the first floor of the building to be constructed in First Schedule mentioned property. That owner is also entitled to Rs.50,00,000/- (Rupees Fifty Lakh) only to be paid by the developer in different instalments which will be mutually settled by the land owner and the developer along with receipt of advance money from the prospective buyers to the developer for developer's allocation portion. The flat mentioned in owners allocation includes undivided proportionate share of land and other common areas and facilities of the newly constructed building. The entire amount i.e, 50,00,000/- will be paid before any registration of flat.

- 10) **"DEVELOPER'S ALLOCATION"** shall mean the remaining constructed area on the basis of the Building Plan, as sanctioned by the Competent Authority of The Kolkata Municipal Corporation **excluding owner's allocation** together with the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed will be of the Developer's Allocation.
- 11) **"COMMON PARTS, USERS AND FACILITIES"** shall mean and include common passage, common users, staircase-cum-landing, equipment and accessories for common use and enjoyment.
- 12) **"PROPORTIONATE SHARE"** means the share which is agreed to be fixed Owner's and Developer's shares respectively in the said land, on the basis of the respective allocation.

DETAILS OF THE TITLE OF THE LAND

WHEREAS the Land Owner herein-named have become the sole and absolute Owner and Possessor, in respect of **ALL THAT** the piece and parcel of land, measuring about 05 (Five) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq.Ft., appertaining to the **Mouza- Barakhola**, J.L. No. 21, Touzi No. 169, R.S. No. 40, under L.R. **Khatian No. 327, L.R. Dag No. 143**, D.S.R.O. - Alipore& A.D.S.R. at Sealdah, Pargana- Khaspur, Police Station- Purba Jadavpur formerly Kasba, within the limits of Kolkata Municipal Corporation Ward No. 109, District: South 24 Parganas, from the then Owner namely Sukhamoy Sen, by virtue of execution and registration of a Deed of Gift dated 27.09.1996, the said Deed has been registered at the Office of the Additional District Sub Registrar at Sealdah and recorded in **Book No. 1, Volume No. 74, Pages from to 29 and Being No. 2856 for the year 1996.**

On and from the date of receiving the said property, the said Land Owner herein named have started to possess and enjoy the said property and absolutely and without any disturbance and/or hindrance from anybody and after measuring the said property, the land Owner have found that the net possessable land is 05 (Five) Cottah 00 (Zero) Chittacks 00 Zero) Sq. Ft.

During his such absolute possession and enjoyment of the said property, the said Sri Nitish Kumar Sen, being the Land Owner herein-named, for the purpose of better Utilization of the property and to gain something more out of his property, have mutually decided to raise a multi-storied building (Ground + Four as per sanction plan) over there on his first Schedule mentioned landed property but not having so much man power and set-up, time to endeavour, as also with the intention to materialize his desire through a Developer, he has decided to entrust the above-named M/S. ASHIRBAD ENTERPRISE, to raise a Multi-Storied Building (Ground + Four) over there on his First Schedule mentioned landed property, under some specific terms and conditions.

Finding the project, a viable one the said Developer has agreed to take charge of the project, under some settled terms and conditions as mentioned herein.

TITLE ENTITLEMENT AND COVENANTS THEREOF: -

- a. The Land Owner do hereby declare that he had absolutely seized and possessed of the said premises, as enumerated under the FIRST SCHEDULE herein, without having any claim, right, title or interest of any person thereto and the said property is absolutely free from all charges, liens, demands, suits, requisitions/ acquisitions etc. and the Land Owner has good right, title, interest and power to enter into this Agreement with the Developer for the purpose contained in these presents.
- b. The Land Owner hereby further undertakes that the Developer shall be entitled to construct and complete the proposed building in the said Premises, more fully described in the First Schedule hereunder as per the Building Plan, sanctioned by The Kolkata Municipal Corporation at the cost and expense of the developer.
- c. The Land Owner further covenants that there is no excess vacant land within the meaning of Urban land (Ceiling & Regulation) Act. 1976.
- d. The Developer is entering into this Agreement, on the basis of the representation made by the Land Owner that he is the absolute owner of the said property having indefeasible right and title of premises thereunto.

Covenants: -

1. Developer has already sanctioned the building permit for this development agreement and if requires the developer is entitled to amend/modify the plan from Kolkata Municipal Corporation.
2. Developer to get sanction from the RERA authority if the approval of the said authority is at all required necessary for the purpose of adherence of law.
3. The parties herein will abide by articles hereunto written in this agreement and all other terms and conditions concomitant to this indenture. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said property or any part thereof to the Developer or as creating any rights, title, interests or possession in respect thereof the Developer other than an exclusive license to the Developer to residentially/commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter stated.
4. This agreement commences and shall be deemed to have commenced with effect from the date of execution of the previous indenture which is modified now and shall remain valid or in force as per the tenure specifically mentioned in that agreement along with this supplementary agreement.
5. The proportionate ratio of owner's allocation and developers' allocation will be 50:50 in the proposed G+4 building. The land owner will get a residential flat at backside first floor measuring about 750 sq. ft. carpet area. That owner is also entitled to Rs.50,00,000/- (Rupees Fifty Lakh) only to be paid by the developer in different instalments which will be mutually settled by the land owner and the developer along with receipt of advance money from the prospective buyers to the developer for developer's allocation portion.

It is pertinent to mention here that the entire Roof Right of the proposed G+4 Stoned building shall be of DEVELOPER'S Allocation, if the competent Authority of the KMC will allow/approve to construct another floor upon that particular Roof of the G+4 storied Building, wherein

developer will have the right to sign on the revised sanction plan and all related documents, then the Roof will be the Common for all, that may be entire or may be 50% of the Roof.

6. The developer is bound to hand over the owner's allocation as mentioned in this indenture and will procure the Completion Certificate from the competent authority. If the developer fails to secure the completion certificate it will be treated as breach of contract thereby the landowner will have every right to cancel this agreement and the developer will bound to pay the compensation for the damage done to the landowner as per the demands of the landowner.
7. The landowner will also have every right to appoint architect/ engineer/ technical person to visit the construction site and to inspect the construction works as will be carried on by the developer to satisfy themselves that construction is going on as per the specification in mentioned in this indenture and if any adverse is found which will affect the interest of the landowner, the same will be treated breach of contract and the development agreement will be rescinded after giving a proper notice to the developer.
8. It is pertinent to mention here that the developer cannot transfer or assign this agreement under any circumstances whatsoever to any third party. If situation arises, the developer will otherwise hand over the project to the owner with landowner's terms.
9. Modification of Building Plans: Any amendment or modification to the building plan, as suggested by the Architect, may be made or caused to be made by the developer, with the prior permission, intimation and knowledge of the owner/his representative, within the permissible limits of the Planning Authorities and after amendment and modification or revision of the sanctioned building if any floor area is increased the landowner will be entitled to get 50% share of the added floor area proportionately.
10. The land owner shall be granted to the Developer General Power of Attorney as may be required for. That development power is also modified

in this indenture. The developer by this power of attorney having the right to take advance, transfer by means of deed of conveyance the developers allocation part to the prospective buyers. But that power is not given any right to the developers to sale or transfer the owner's allocation.

11. That proper and specific demarcation of owner's allocation and developer's allocation to be mutually done by the parties herein after the building plan and or registering a supplementary agreement and accordingly registering a supplementary agreement with modified power to that effect for their better enjoyment.
12. The developer shall complete the entire process of development of the said premises as per the time stipulated in this instant development agreement, if adverse to the same is happened it will be treated as breach of contract thereby the landowner will have every right to cancel this agreement and the developer will be bound to pay the compensation for the damage done to the landowners as per the demands of the landowners.
13. The developer shall be responsible for marketing of the units in the building which are under developer's allocation. The marketing strategy, budget, selection of publicity material, media etc. in respect of the developer's allocation shall be decided by the developer without the consent of owners.
14. Cancellation: In the event of breach of any of the article of this agreement the landowner only can cancel or rescind this indenture and may appoint an arbitrator thereby to reconciliation of the disputes.
15. The original deeds/certified copies and photocopies of all relevant title deed, chain deeds and documents in respect of ownership and possession of the owners will be kept under the custody of the landowner exclusively. On demand of the developer the same shall be handed over to the developer at the point of necessity for time to time. After completion of the work of the said original documents, the developer should immediately hand over the said original documents to the landowner/his representative.
16. The developer shall have full power and authority to sell the developer's allocation in respect of said multi-storied building to any intending

purchaser/s at its sole description after handover the entire owner's allocation to the landowners in habitable conditions.

17. There will be common boundary wall for the two adjacent plots, one belonging to Mr. Nitish Kumar Sen being landowner to this development agreement, being **L.R. Dag No. 327** (Plot No. 90B) and other belongs to his brother Mr. Pritish Kumar Sen being **L.R. Plot no. 188 (Plot No 90A)**. It is further agreed upon by and between the parties that both the proposed multistoried buildings, one is pertaining to the landowner Sri Nitish Kumar Sen and other to his brother Sri Pritish Kumar Sen in the same boundary wall.
18. In absence of and/or non-availability of Sri Nitish Kumar Sen, the developer will consult with his brother Sri Pritish Kumar Sen get it approved by him in respect of sanctioned plan, modification to the sanctioned plan and any other matters as and when required.

EXCAVATION, DEVELOPMENT AND COVENANTS THEREOF:-

- i) After execution and registration of instant Agreement, the Land Owner shall put the Developer into Joint possession with them in the said premises and the Land Owner do hereby authorize the Developer for development and construction of the building for residential (first floor is commercial as per the sanction plan) purpose contemplated these presents and after completion of the proposed (Ground + Four Storied) Building the Developer will deliver the possession to the Land Owner of his allocation by issuing Letter of Possession more-fully stated in the Second Schedule herein below and the Developer will be free from the obligation after handing over the Owner's Allocation to the Owner.
- ii) The Developer herein may enter into any Construction Agreement unto any person, organization or firm for development of this property.
- iii) The Developer shall not provide any shifting charges to the Land Owner herein.
- iv) The Developer hereby undertakes to complete the construction of the building in accordance with the Plan, sanctioned by the authorities

consisting of Flats, Car Parking Spaces and common portions etc. at the costs of the Developer and/or at the cost of the proposed buyers (for developers allocation only) by taking advance from them against respective Agreement for Sale.

- v) After completion of construction the Developer shall be entitled to complete the sale of the Flats, commercial spaces, Car Parking, etc., to the intending Purchaser/s out of his allocation, together with proportionate share in the land of the said premises by virtue of Registered Deed of conveyance to be executed by the Land Owner herein through the Developer, being his constituted Attorney, in favour of the intending Purchaser/s to be confirmed by the Developer herein. It is to be mentioned here that the Land Owner herein will be under strict obligation to take the delivery of the possession of his Owner's Allocation within 30 (Thirty) days from the date of intimation, to be made by the Developer and also complete his financial liabilities to the land owner.
- vi) The Developer has already sanctioned the Building Plan and if it is required modification or alteration if any. The Kolkata Municipal Corporation and/or to the appropriate authority for its modifications or approval in the names of the Land Owner for completing construction of the said proposed building at the said premises expeditiously and without any delay with due consent and prior approval of the Land Owner and the Architect herein and all expenses thereto shall be borne by the Developer.
- vii) The Developer will be under the obligation to raise the construction of the building, as per the Building Plan, sanctioned by the Competent Authority of The Kolkata Municipal Corporation, but during the process of construction, if the Developer makes any deviation, addition and/or alteration, subject to the approval of the Engineer and/or Architect, engaged for the Project and the same must be approved and/or regularized by the Competent Authority of The Kolkata Municipal Corporation, at the costs and responsibilities of the Developer and the Developer will remain positively liable to avail the required Completion Certificate from the Competent Authority of The Kolkata Municipal

Corporation at its' own costs, after completion of the construction of the proposed building.

- viii) All applications, plans, papers and documents referred hereinabove for the purpose of obtaining the necessary modification of the building plan/plans for construction of the proposed building, shall be submitted by the Developer in the names of the Land Owner PROVIDED always that the Developer shall be exclusively liable to bear all such expenses and on behalf of the Land Owner, Developer shall make all payments and/or deposits to the appropriate or Concerned Authority.
- ix) The Land Owner shall render all reasonable assistance or co-operation to the Developer necessary for applying and/or obtaining quotas, permissions, clearance, approvals from the Authority or Authorities concerned and other Authorization required to sign, make, file, amend, prosecute withdraw and/or to follow up the same and/or do all other acts deeds matters and things necessary for such purpose.
- x) The Land Owner and the Developer shall abide by all the terms and conditions contained herein and the Rules and Regulations of the Authorities concerned for its implementation as the case may be and shall attend to answer them.
- xi) Any outstanding payment of rents, rates and taxes etc. before the Competent Authority of The Kolkata Municipal Corporation and B.L. & L.R.O. will be the responsibility of the Developer and the responsibility of regularization of the property in respect of The Kolkata Municipal Corporation and B.L. & L.R.O. for the purpose of materialization of the project will be the responsibility of the Developer and the Land Owner shall assist in all respect towards the same, the Developer will make payment of all payables in respect of the Project during the continuation of the Project and only after getting the possession of the Allocation of the Land Owner, the Land Owner will become duty bound to pay the proportionate share of all payables in respect of his allocation.
- xii) That the Developer shall take all necessary steps to pay all taxes and the outstanding Government Revenue and all other outgoings thereto from

the date of handing over possession and previous tax of the said premises till the date of delivery of the Land Owners' Allocation.

- xiii) The Developer will be at liberty to put its' name anywhere in the property by fixing board or by any other method for the purpose of advertisement or to bring the notice of the General Public about the construction and the Land Owners and/or their nominee or nominees will never obstruct in that case, unless the same in any way hurts anybody's interest.
- xiv) That the Land Owner shall have full right and liberty to inspect all the building materials, sanitary goods, electrical fittings and fixtures, etc. which are to be used for construction of the proposed building.

PROPOSED CONSTRUCTION AND COVENANTS THEREOF

- 1) After execution of this Agreement the Developer shall construct the said building in workmanship like manner in accordance with the Building Plan, sanctioned by The Kolkata Municipal Corporation with standard building materials and facilities and in conformity with the Building Rules.
- ii) The Developer shall be authorized in the name of the Land Owner in so far as it necessary to apply for and obtain quota, entitlement and other allocation for cement, steel, bricks and other materials allocable to the Land Owner for the construction of the proposed building and similarly to apply for and obtain temporary and/or permanent connections of Electricity and Water Supply, if any, necessary for the construction of the proposed building and for all commission and omission in respect of the above, the Developer shall remain responsible and liable.
- iii) Baring force measure and/or circumstances beyond its control i.e. flood, earthquake, cancellation of plan, delay in availability of building materials under quota, strike, change in Government policies, any legal or other litigation, the Developer will complete the construction of the said building in the said premises expeditiously within **24 (Twenty Four) Calendar Months** from the date of the sanction of building plan from The Kolkata

Municipal Corporation, failing which the time for completion of the Building may be extended for a further **06 (Six) months**.

- iv) The Certification of the Architect so appointed in respect of the quality of the material used in the said building shall be final and binding to the Land Owners as well as the Developer subject to the further inspection of the concerned authority of The Kolkata Municipal Corporation.
- v) The Developer, after execution of this document, shall regularize the papers and/or documents in respect of the said property before the Competent Authority of The Kolkata Municipal Corporation and B.L. & L.R.O. and shall also have to get the necessary Mutation and Conversion Certificate, at the cost and expenses of the Developer.
- vi) The Developer shall be liable to hand-over the Owners' Allocation in the Building as per specification mentioned in the FIFTH SCHEDULE hereunder written within **24 (Twenty-Four) months** from the date of Sanction of Building Plan from the Authority concerned. If the Developer fails to handover the Owners Allocation when the stipulated period mentioned above the Developer shall be liable to pay the Land Owners' an amount of Rs.25,000/ (Rupees Twenty-Five Thousand only per month as compensation till handing over the Allocation to the Land Owners.

CONSIDERATION AND COVENANTS THEREOF

- i) All costs of construction as to be so incurred by the Developer on behalf of the Land Owners shall be deemed to be the payment made by the Land Owners towards the consideration for the permission given by the Land Owners to utilize his land for construction of the building and for the cost of the construction of the Land Owners' allocation in the said building in its habitable conditions and upon making all arrangements to put the Land Owner in occupation in his allocated portion together with proportionate share in the land and the common areas and facilities available in the said Building and the Certificate of the Architect so appointed regarding the completion thereof shall be final and binding upon the parties hereto.

- ii) For the part of the Developer's Allocation as aforesaid in the said building, the Developer shall be entitled to charge a remuneration out of costs for construction to be collected from the prospective buyers of the entire saleable area out of it's allocation in the building to be constructed by the Developer at its own costs and/or at the expenses of the prospective buyers or expected buyers of the flats, garages, spaces, etc., and the Land Owners shall not interfere with the Developer's fixing any rate for construction of the proposed flats, garages, etc., within their allocated portion to the respective Purchaser/s of the said flats and also shall not be entitled to claim any portion thereof.
- iii) That all the expenses in respect of searching and investigation of title of the said premises, documentation, execution and registration thereof shall be borne and paid by the Developer solely.

COMMON FACILITIES AND LIABILITIES AND COVENANTS THEREOF

- i) After the execution of this Agreement all taxes and other outgoings in respect of the said properties shall be paid and borne by the Developer and there after the Developer shall be liable to pay in proportion for the undelivered and unsold flats out of it's allocation.
- ii) As and from the date of handing over the physical possession of the Land Owners' Allocation of the flats, etc., to the Land Owner, shall be responsible to pay and bear all rates, taxes, service charges etc., for the common facilities / portions of his allocated portion in the building proportionately and for flats wholly and for the saleable space, under the Allocation of the Developer, as kept by the Developer, the Developer shall be liable for payment of the same in the above manner.

COMMON USE AND ENJOYMENT AND COVENANTS THEREOF:

The Developer herein on transfer of all the flats to the lawful owners/proposed buyers or to any other occupier shall cause to form a Society, making the Owner and the Occupiers of the flats and all the prospective buyers, members thereof for maintenance and management of the building, common portions thereof etc., and the Land Owners herein shall not object to that.

IT IS FURTHER DECLARED AND AGREED BY
AND BETWEEN THE PARTIES HEREIN:

- i) The Developer after examination of all documents, which are produced before him, title of the Land Owner and being fully satisfied with the marketable title has entered into this agreement.
- ii) That the Land Owner and the Developer have entered into this Agreement purely on a principal basis and nothing stated herein shall be deemed or constructed as a Partnership between the Developer and the Land Owner nor shall be the Developer and the Owner in any manner constitute as an association of persons and each party shall keep the other indemnified from and against the same.
- iii) After execution of this Agreement, the Developer shall be entitled to enter into Agreement for Sale of self-contained flats and Car Parking Space or any portion of the building out of the Developer's allocation except the Owners' allocation, with any prospective buyer or buyers and the Developer shall also be entitled to receive money as advance and/or part payment of the consideration for the sale of any flat or any portion thereof at the Developer's price at its own risk and responsibility.
- iv) The Developer will be under the obligation to put the Land Owner into the possession of the Allocation of the Land Owner in full complete condition of the building and the Developer is entitled to put any Third Party / Purchaser/s into the possession, in respect of the Developer's Allocation and/or any part thereof or execute and make the same registered any type of Deed of Transfer (including Deed of Sale) to and in favour of any intending Purchaser/s, but during the process of construction, the Developer will become entitled to enter into any Agreement for Sale with any intending Purchaser /s in respect of the Developer's Allocation and/or any part thereof and may receive the consideration amount and/or any portion thereof from the intending Purchaser/s at the risk and responsibility of the Developer.
- v) The Land Owner shall at the request of the Developer, execute and register with the Competent Authority the General Power of Attorney, in

favour of the Developer, on the strength of which the Developer will become eligible to execute the required Deed or Deeds of Sale of any flat/s or any portion of the said building from the Developer's allocation to every intending or prospective buyer or buyers, on behalf of the Owner and the Developer shall join the said Deed as Developer/Confirming Party.

- vi) The Developer shall have absolute right to sell, lease or utilize the entire portion of the said proposed building except the Owners' allocation in lieu of and/or as and by way of cost of construction along with the remuneration of the Developer for the construction of the building, described in the Third Schedule only and the said Developer shall be liable to pay all taxes and outgoings including Income tax thereof for its' transfers and/or assignments.
- vii) The Land Owner shall not claim any part of the consideration as may be mentioned in the Deed of Sale in respect of the Developer's allocation to be executed by the Land Owners and the Developer, in favour of any buyer of any flat or any portion thereof together with proportionate share or interest in the land and the Developer shall be entitled to appropriate the entire sale proceeds of the said sale.
- viii) The consideration money which will be mentioned in the Deed of Sale executed by the Owner, through their constituted Attorney, in favour of the buyer and/or transferee out of the Developer's allocation or any portion thereof, shall not be treated or considered under any circumstances as income of the Land Owner. Subject to the aforesaid, the Land Owner and/or his constituted Attorney shall be liable to execute the Deed of Conveyance for transfer in favour of the prospective buyer or buyers the proportionate share or Interest in the land only. The Developer shall not be entitled to claim any money from the Land Owners for the construction of the said building and also for Land Owners' allocation.
- ix) The Developer shall not be entitled to claim any money from the Land Owner for the construction of the said building and also for Land Owners' allocation.
- x) The Land Owner do hereby authorize and fully empower the Developer to prepare and to do all acts deeds and things which will be necessary to be

done by the Land Owner for construction of the building, upon the land described in the First Schedule hereunder written pursuant to this Agreement only and in that respect the Land Owner shall execute and register the necessary General Power of Attorney in favour of the Developer to do all the acts, deeds and things in respect of the disposal and execution of the Deeds by the Developer for and on behalf of the Land Owner, as his Attorney, but the right and power of disposal and execution of the Deed/s will be in respect of the Developer's Allocation only.

- xi) If any dispute or differences arises between the parties for the implementation of the terms of this agreement or regarding the interpretation of the language of this Agreement or in respect of any of the terms of this Agreement, both the parties shall refer the same to any Arbitrator, the parties hereto both do hereby nominate in consensus, whose decision in resolving the matter in dispute shall be binding upon the parties hereto and each of them undertake to abide themselves by such decision and all dispute between the parties herein shall be governed by the Arbitration and Conciliation Act, 1996.

It is to be mentioned here that in case of dissatisfaction and/or disagreeing by the parties, they or any of them may seek any other relief from any Jurisdictional Court of Law for proper relief on the basis of any applicable Law/s in force.

- xiii) In case of natural calamity or change of the law or any unforeseen circumstances, not for any act or negligence arising out of the works of the Developer, if the construction of the building will not be completed within the stipulated time or the construction is delayed the time will be extended by the parties on mutually agreed terms as aforesaid.
- xiii) The Land Owner shall under no circumstances create any impediment or obstruction to the smooth construction of the building as per the building plan sanctioned by The Kolkata Municipal Corporation and render all possible co-operations but the Land Owner shall have access to the construction site for inspection of the progress of the work and in case of any untoward incident or violation of the terms of the Agreement, the

Land Owner will become entitled to take necessary action for the same against the Developer.

- xiv) The Developer shall pay all rent, rates & taxes to the Concerned Authorities from the date of taking the physical possession of the said land property and upon delivery of the possession of the respective portion and/or portions after issuing Letter of Possession and/or executing Sale Deed and/or Deeds to the respective Owner and/or Owner the liability of paying all kinds of rates and/or taxes and/or other outgoing liabilities in respect of the said building will proportionately devolve upon the respective Owner/s.
- xv) The Land Owner do hereby give license and permission to the Developer and/or his representative/s, to enter upon the said property described in the First Schedule written below or any part thereof as aforesaid with full right and authority to commence, carry on and complete the said construction work thereon in accordance with the permission herein given.
- xvi) The Land Owner or his appointed or nominated person/s will be under the obligation to sign and execute from time to time the papers and the necessary applications for layouts, sub-division, construction of the building for the approval by The Kolkata Municipal Corporation or other Authorities but all the costs, charges and expenses including the charges for Architect in this connection shall be borne and paid by the Developer and it shall hereby indemnify and keep indemnified the Land Owner from and against all the actions, suits, proceedings, fines, penalties, fees and all costs, expenses, charges and damages incurred and/or suffered by the Land Owner.
- xvii) If necessary, the Land Owner or his nominated or constituted person/s will be under the obligation to sign all the application or papers for seeking necessary permission and sanction by the Competent Authority of the State Govt. under the provisions of the Urban Land (Ceiling and Regulation) Act, of 1976 for the transfer of the said property described in the Schedule hereunder written either by one Deed or as many deeds as required in favour of the Competent Person. However, it will be the

responsibility of the Developer to file application and/or applications with the Concerned Authorities and pursue the said application/s and obtain the said permission of the State Government and/or Competent Authority at its own costs, expenses, charges and risks.

- xviii) The Land Owner has not agreed, committed or constructed or entered into any Agreement including Agreement for Sale or Lease in respect of the said property with any other Firm or company other than this Developer and that they have not created any mortgage, charge or any other encumbrances of the said property as mentioned herein.
- xix) The Land Owner has not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever.
- xx) The Land Owner has not received any notice from the Government nor from any local body or authority or body nor has any type of notice been served upon any of them.
- xxi) Simultaneously with the execution of this Agreement the Land Owner shall deliver all the original documents relating to the right, title, interest and his possession in the said property and the Developer will grant proper receipt to that effect and the Land Owner undertakes to hand-over all such other original documents to the Developer. And after completion of the work of the said original documents, the developer should immediately hand over the said original documents to the landowners/his representative.
- xxii) In the event of any disputes over such property the Land Owner will resolve and settle the same at his own cost and expenses but if required the Developer will co-operate the Land Owner keeping themselves within the jurisdiction of Law.
- xxiii) The Developer and it's men, agents, engineers, architects, masons, labours, contractors will have free access at the said premises and will take all necessary steps/actions required for implementation of the project by construction of Building on the said property, inviting buyers by putting on banners and advertisement in respect of its allotted portion

and also by publication in the paper and the Land Owner will not raise any objection or put any question or ask anything for the same if not prejudiced in any way.

- xxiv) The Land Owner execute and register a Power of Attorney in favour of the Developer simultaneously with the execution of this Agreement or afterwards when required conferring authority to dispose of the Developer's allocated portion in the said building by executing and registering Deeds of Sale in favour of intending buyers.
- xxv) It is agreed upon that, if for any reason the Power of Attorney is inoperative due to some technical or some other ground and the Land Owner cannot be able to register a General Power of Attorney in favour of the Developer or it's nominated person/s, conferring rights upon it to transfer it's allocated portion, within the said building in favour of use intending buyers by executing and registering Deeds of Sale, the Land Owner undertake to execute and register such Deed of Sale in favour of the intending buyers selected and/or nominated by the Developer with regard to the allotted portion of them in the said building and also proportionate land interest along with the other common facilities and rights of the said building without raising any question and/or objection and/or requisition.
- xxvi) In case of death of any of the Parties under this Agreement the legal heirs and/or successor-in-interest will be substituted as the party and he or she or they will be bound to regard and fulfil the terms and conditions set-forth in the instant Agreement.
- xxvii) The Developer shall indemnify and keep indemnified the Land Owner against all losses, damages, costs, charges and expenses that will be incurred by or suffered by the Land Owner arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction and vice-versa will happen due to any claim made by any Third Party in respect of the title or possession of the property or otherwise howsoever.

- xxviii) The Developer shall be entitled to enter into separate contracts in it's own name with building contractors, architect and others for carrying out the said constructional work at it's own risk and costs.
- xxix) If any accident or mishaps occurs during the construction of the building, the Developer shall be solely liable for the same and in any circumstances, the Land Owner shall not have any liability.
- xxxx) If during the mid-way of construction, the work of construction is stopped, by the Land Owner illegally or the Agreement is cancelled by the Land Owner illegally or the Developer is restricted illegally to construct, then the Developer will be at liberty to claim for it's investment, charges for labour, set-up, ideas and profit in addition with the interest on investment and damages also and then the Land Owner will stand liable to reimburse the same as per the Bill raised on scrutiny, but in case the Developer could not be able to complete the construction within the stipulated period then the Land Owner shall take appropriate legal steps as described earlier.
- xxxi) **The developer is solely responsible towards the construction of the building starting from architectural/structural designs, workmanship, quality of the building materials to be used in the said building and covering all aspects of the building during and after the construction. The land owner is not liable for any aspects related to the building. The Land owner also will not be held responsible for further breach of contracts between the developer and any third party.**

The land owner also executed a general power of attorney in favour of the developer and the terms and conditions of that development power of attorney are as follows :-

1. To negotiate the terms for sale of the Developer's allocated portion of the building or buildings, being Flat, car parking space, Commercial Space to be constructed at the **FIRST SCHEDULE** mentioned property (hereinafter called the 'said premises') and to enter into any Agreement/ Agreements for Sale of the flats, shops and car parking spaces, commercial space and others after construction of the said building(s) except our allocation.

2. Upon delivery of possession of the developer's allocated portion in habitable condition in terms of the Development Agreement to receive consideration and execute any Deed of Conveyance along with the undivided proportionate share and interest in the land comprised in the said premises proportionate to flats to be constructed in the Developer's portion in favour of the prospective Purchaser/ Purchasers.
3. Upon delivery of possession of developer's allocated portion in habitable condition in terms of the Agreement and execute sign and present any such Deed or Deeds of Conveyance for registration of the Developer's allocated portion of the said building including flat to be constructed and to admit their respective execution and acknowledge receipt of consideration thereof before the A.R.A.- Kolkata, A.D.S.R. Sealdah and District Sub-Registrar, at Alipore having authority for and to have the said Deed or Deeds of Conveyance registered and to do all acts, deeds and things which our said Attorney shall consider necessary for the aforesaid flats with proportionate share in the land to the prospective Purchaser/ purchasers fully and effectually in all respect as we could do the same.
4. To execute, affirm and sign all other declaration papers, documents and/or instruments to be filed before any lawful authority as may be required.
5. To deliver possession of the developer allocated portion of the flats to the intending purchaser /purchasers according to his own decision and discretion.
6. To put and/or affix signboard in the said premises and to publish notification in the newspaper for inviting application for booking of flats, of the Developer's allocation portion.
7. To appoint from time to time Engineer and other required consultants, contractors and other personnel and workmen for carrying out the development of the **FIRST SCHEDULE** mentioned property and also shall pay consideration money, salaries and/or wages to him/them.

8. To enter into the said premises with Contractor, Engineer and other workmen for construction of the said building and to do all necessary works in connection with the said premises and buildings.
9. **To enter into Agreement for Sale for transfer of the Developer's allocation mentioned in the said Agreement with the person or persons under any terms and conditions and receive advance/earnest money by granting receipt therefore.**
10. **To receive advance money, consideration money, sale proceeds and/or any money in connection with the Developing agreement from the prospective buyers and/or person or persons in respect of the Developer's allocation in the proposed building and to grant proper and effectual receipt therefore.**
11. To negotiate and settle terms with the intending buyers/ transferees for sale as per the Development Agreement in the proposed building of the Developer's portion.
12. To appoint any person or persons be delegating all or any of the powers hereby conferred to the attorney as the attorney may deem fit and proper.
13. To sign all papers, application, documents of the intending purchasers of the flats for obtaining loan for the same from their respective offices or from any financial institutions.
14. To enter into the said premises for construction of the new building and to sign original plan to be sanctioned by KMC, its modification or altered plan, if necessary and to pay necessary fees and also to obtain permission from all other authorities required to be obtained for the same.
15. To approach all the concerned authorities including BL & LRO AND other authorities under West Bengal Land Reforms Act and the Urban Land (Ceiling & Regulation) Act 1976 for the purpose of obtaining permission for the said premises.

16. To sign, execute, register and submit all papers, applications, documents, statements, plans, drawings, designs, revised plans, modified plans and other papers as be required for having the plans sanctioned and to have the same sanctioned, modified, revised and/or altered by the Kolkata Municipal Corporation and/or other authorities and in connection therewith to make, sign, execute and submit necessary applications and declarations give undertakings pay fees, obtain sanction and such after permission as may be necessary for the purpose.
17. To appear and represent before the Notary public, Additional Registrar of Assurances of Kolkata, District Sub-Registrar at Alipore and A.D.S.R. Sealdah, 24-Parganas (South), and all other office and offices and authority and authorities and enforcement of all powers and authorities as contained herein and execute any type of deed regarding developers allocation.
18. To apply for obtaining electricity, water, telephone, drainage, connection (permanent or temporary) and arrange for laying underground cables, drinking water lines, sewerages and drainage connections to the said premises from statutory authorities.
19. To appear for and represent the owner in the Courts of Civil, Criminal, Urban Land Ceiling Authority etc. and to sign, verify, the plaints, written statements, applications, petitions, affidavits, undertakings, declarations and all other documents/papers and to appoint Advocates and legal practitioners and to sign and to execute Vakalatnama and to execute any order, decree or judgment and to deposit or withdraw money or documents and in any Court or other Authority/Authorities in which We are interested or concerned in connection with the said premises and/or building.
20. To approach, the Kolkata Municipal Corporation, Fire Brigade and other concerned authorities for the purpose of obtaining necessary "No Objection Certificate" and/or permission and/or sanction in regard to the carrying out the construction of the said building and completion thereof

and for obtaining occupation and completion certificate and connection with the running and establishing units thereof.

21. To settle, compromise all actions, suits, accounts, claims and to dispute between me and any other person or persons in connection of the said **FIRST SCHEDULE** mentioned property and generally to execute and perform all other lawful acts, matters and things as may SAID ATTORNEY shall consider necessary in connection with the said premises and the land owner hereby agree that all acts, deeds and things in respect of the said premises done by the said Attorney shall be construed as acts, deeds etc. deemed to be done by us and We undertake to ratify and thereafter confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of this power of attorney.
22. This power of attorney is revocable only by consent of both the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE LANDED PROPERTY)

ALL THAT the piece and parcel of Bastu Land measuring about 05 (Five) Cottah 00 (Zero) Chittacks 00 (Zero) Sq. Ft., Along with 100 Sq Ft. Tin Shaded Structure thereon appertaining to the Mouza- Barakhola, J.L. No. 21, Touzi No. 169, R.S. No. 40, under **L.R. Khatian No. 327, L.R. Dag No. 143, D.S.R.O. - Alipore & A.D.S.R.** at Sealdah, Pargana- Khaspur, under Police Station- Purba Jadavpur formerly Kasba, **KMC Premises No. 194, Barakhola, having mailing address 90B, Ram Krishna Pally, within the limits of Kolkata Municipal Corporation Ward No. 109, Kolkata- 700099, District: South 24 Parganas being Assessee No. 311090201947** with 100 sq.ft residential cemented floor with tin shade structure.

The property is butted and bounded by:

ON THE NORTH	:	Plot No. 89;
ON THE SOUTH	:	30 ft wide road;
ON THE EAST	:	Plot No. 90C, Mr. Sukhamoy Sen;
ON THE WEST	:	Plot No. 90A, Pritish Kumar Sen.

ZONE: (AMRI---- Rest)

THE SECOND SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE LAND OWNER'S ALLOCATION)

"LAND OWNERS ALLOCATION" shall mean, 50% of total allocation as per sanctioned building plan which shall be delivered to the land owner by means of a self-contained residential flat measuring about 750 sq.ft. carpet area on the first floor back side of the building to be constructed in first schedule mentioned property. That owner is also entitled to Rs.50,00,000/- (Rupees Fifty Lakh) only to be paid by the developer in different instalments which will be mutually settled by the land owner and the developer along with receipt of advance money from the prospective buyers to the developer for developer's allocation portion. The flat mentioned in owners allocation includes undivided proportionate share of land and other common areas and facilities of the newly constructed building. The entire amount i.e., 50,00,000/- will be paid before any registration of flat.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE DEVELOPERS' ALLOCATION)

The "DEVELOPER'S ALLOCATION" shall mean the remaining construction area to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation **except the owner's allocation** TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed will be of the Developer's Allocation **ALONG WITH entire Roof Right of the proposed G+4 Storied building.**

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE COMMON AREAS)

1. Boundary walls, parapet walls, common drain, sewerage system, roof & common spaces.
2. Common Staircase.
3. Underground water reservoir, septic tank, overhead tank.
4. Room for Electric Meter and Pump motor.
5. Main entrance gate from public road to the said proposed building.

6. Entrance passage of the building to be the common entrance from Public Road to proposed building.
7. Water connection pipe lines.
8. Common egress and ingress to the other parts of the said proposed building.
9. Lift for common use.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(GENERAL SPECIFICATION)

STRUCTURE: The structure will be a R.C.C. Structure made up with all types of standard materials. TATA/SRMB/ELEGANT (preferably TATA) to be used for construction. OPC (Ordinary Portland Cement of good make like ACC/Dalmia/Ultratech/Ambuja/JSW to be used for the entire construction including the structure)

WALLS: All the inner & outer walls would be made up with bricks and composition of medium coarse sand and good quality cement as available in the market. The thickness of exterior walls will be 8" and the thickness of the inner walls will be 3" and the thickness of the common walls will be 5" Good quality burnt bricks such as AKHRA and good quality river pit and such as MOGRA to be used for the entire construction.

FLOORING: All the floors (i.e., of rooms, verandah, kitchen & bathroom) will be made by Marbles of 2'x2' / Vitrified Tiles, Dining cum Drawing with white 2'x2' Marble slab / Vitrified Tiles and the Staircases landing will made by Marble.

KITCHEN: Kitchen will be provided with 2'x2' Vitrified Tiles on Floor and dado finish with Glazed Tiles up to 3'-0" from GRANITE Cooking Top and one steel sink will be provided therein and 2 tap connections will be therein kitchen.

BATHROOM: In all the Toilets and W.C. 1'x1' Tiles floor and Dado finish with white glaze tiles of 8"x12" up to the level of 5' from the floor as per the height from the lowest level of the floor top of the Bathroom. All the Bathrooms will be provided with Western Style White coloured Commode and Two Tap connections

and One Shower Connection and Two Cistern connection. All Sanitary fittings will be made by Standard Quality material as available in the market.

DOORS: All the doors of each of the flats will be Flush Door having wooden frame of Sal wood. The Bathroom will be provided with PVC type door. The Kitchen Shall be open with Dining Room. One Collapsible Gate will be provided in the Main Entrance of the Building.

WINDOWS: All the windows will be so called aluminum sliding window with open pans having the pans fitted with glass. All the windows will be covered by painted M.S. Ornamental Grill.

WALL FINISH: Inside walls will be putty finishing and outside walls will be finished with Cement based paints (Snowcem).

ELECTRICAL FITTINGS & FIXTURES: Each of the Bed & Dining rooms will be provided with 02 numbers of Light points, 01 number of fan point and 01 number of 5 Amp. Plug point & One 15 Amp. Plug Point; the kitchen will be provided with 01 light point and 01 exhaust fan point and one 15 amp. Plug point and the bathrooms will be provided with 01 light point and 01 exhaust fan point and one Geyser Point will be provided and with one 15 amp. Plug point. All Master Bed-Room will be provided one A/c Point. The responsibility for installation of the main/common Electric Meter will be with the Developer i.e., the Second party herein but, the cost of the same shall be proportionately share/borne by the Occupiers/ purchasers/ Land Owner proportionately.

STAIR: The flooring of the stair case and landings will be finished with Marble having M.S. Grill guard and the walls of the stair case will be finished with Plaster of Paris.

STAIR HEADROOM: The walls of the stair head room will be brick built with lime wash or similar colour wash finishing and having R.C.C. roof, the top of which will be finished with net cement.

OVERHEAD TANK: The overhead tank will be of PV.C. made of any recognized company available in the market like Sintex, Patton etc.

RESERVOIR: The underground reservoir will be made up with standard brick walls with RCC top slabs.

SEPTIC TANK: The underground septic tank will be made up with standard brick walls with RCC top slabs.

LIFT: Excellent quality lift with Good operational, High uptime and less maintenance cost to be provided.

Wherever it requires the common portions and/or passages will have net cement finishing.

#One main Meter will be provided in the building.

#The Land Owner and Purchaser/s shall remain liable to bear the separate Meter cost.

#A/C line will be charged Rs.5,000/- extra per point to be paid by the Land Owner / Purchaser/s if asked for.

: NOTE:

For any extra work other than the specifications the individuals have to bear the extra cost and/or difference of cost.

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

WITNESSES:-

1) *Nitish Kumar Sin*
SUNNY APARTMENTS
61E, MOORE AVENUE
KOLKATA - 700 040

Nitish Kumar Sin.
SIGNATURE OF THE OWNER

2) *Arup Ganguli.*
231, Sandeshpur Annex.
KOL - 70

ASHIRBAD ENTERPRISE
Sudhir Das
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by me and
Prepared in my chamber

A. Gangopadhyay.
Advocate:
WB/2092/99
HIGH COURT
KOL - I

MEMO OF PAYMENT

RECEIVED of and from the within named **DEVELOPER** a sum of **Rs 50,000/- (Rupees Fifty Thousand) only** as part of total payment for the above mentioned property in the following manner:

MEMO

DATE	CHEQUE NO.	DRAWN ON	AMOUNT
6/11/2024	066530	BANK OF INDIA	50,000/-
		TOTAL	Rs. 50,000/-

(Rupees Fifty Thousand) only

WITNESSES:

1. Nitish Kumar Sin.

Nitish Kumar Sin.

SIGNATURE OF THE OWNER

2. Arup Ganguli

SPECIMEN FORM FOR TEN FINGERPRINTS



Nilish Kumar Sen.

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Sudhin Das

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



051120242026545378

GRIPS Payment Detail

GRIPS Payment ID:	051120242026545378	Payment Init. Date:	05/11/2024 21:26:28
Total Amount:	65099	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	1245169778223	BRN Date:	05/11/2024 21:26:41
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Arup Ganguly
Mobile: 9831474166

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250265453798	Directorate of Registration & Stamp Revenue	65099
Total			65099

IN WORDS: SIXTY FIVE THOUSAND NINETY NINE ONLY.

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



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



192024250265453798

GRN Details

GRN:	192024250265453798	Payment Mode:	SBI Epay
GRN Date:	05/11/2024 21:26:28	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	1245169778223	BRN Date:	05/11/2024 21:26:41
Gateway Ref ID:	81110086	Method:	Axis Bank-Retail NB
GRIPS Payment ID:	051120242026545378	Payment Init. Date:	05/11/2024 21:26:28
Payment Status:	Successful	Payment Ref. No:	2002744306/8/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Arup Ganguly
Address:	Purba Jadabpur, South 24-Parganas
Mobile:	9831474166
Period From (dd/mm/yyyy):	05/11/2024
Period To (dd/mm/yyyy):	05/11/2024
Payment Ref ID:	2002744306/8/2024
Dept Ref ID/DRN:	2002744306/8/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002744306/8/2024	Property Registration- Stamp duty	0030-02-103-003-02	15071
2	2002744306/8/2024	Property Registration- Registration Fees	0030-03-104-001-16	50028
Total				65099

IN WORDS: SIXTY FIVE THOUSAND NINETY NINE ONLY.

Major Information of the Deed

Deed No :	I-1630-05140/2024	Date of Registration	06/11/2024
Query No / Year	1630-2002744306/2024	Office where deed is registered	
Query Date	27/10/2024 9:40:54 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	ARUP GANGULY Thana : Purba Jadabpur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9831474166, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,15,80,000/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,071/- (Article:48(g))	Rs. 50,060/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Barakhola, Road Zone : (AMRI - rest) , , Premises No: 194, , Ward No: 109 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SelfForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha		1,15,50,000/-	Width of Approach Road: 30 Ft.,
Grand Total :				8.25Dec	0 /-	115,50,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Selfforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		100 sq ft	0 /-	30,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Name Photo Finger Print Signature
1	Shri Nitish Kumar Sen Son of Late Sukhamoy Sen Executed by: Self, Date of Execution: 06/11/2024 , Admitted by: Self, Date of Admission: 06/11/2024 ,Place : Office   06/11/2024 LTI 06/11/2024 06/11/2024
AH/217, Salt Lake, Sector -2, City:- , P.O:- Sech Bhawan, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.: ATxxxxxx4R, Aadhaar No: 63xxxxxxxx2309, Status :Individual, Executed by: Self, Date of Execution: 06/11/2024 , Admitted by: Self, Date of Admission: 06/11/2024 ,Place : Office	

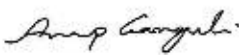
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Ashirbad Enterprise 4/59, Mukundapur, City:- , P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Date of Incorporation:XX-XX-2XX4 , PAN No.: AHxxxxxx7K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Name Photo Finger Print Signature
1	Shri Sudhir Das (Presentant) Son of Shri Amarendra Das Date of Execution - 06/11/2024 , , Admitted by: Self, Date of Admission: 06/11/2024 , Place of Admission of Execution: Office   Nov 6 2024 12:13PM LTI 06/11/2024 06/11/2024
4/59, Mukundapur, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.: AHxxxxxx7K, Aadhaar No: 58xxxxxxxx0700 Status : Representative, Representative of : Ashirbad Enterprise (as Sole Proprietor)	

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Arup Ganguli Son of Late Arun Ganguli 231, Santoshpur Avenue, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075		 Captured	
	06/11/2024	06/11/2024	06/11/2024

Identifier Of Shri Nitish Kumar Sen, Shri Sudhir Das

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Nitish Kumar Sen	Ashirbad Enterprise-8.25 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Nitish Kumar Sen	Ashirbad Enterprise-100.00000000 Sq Ft

Endorsement For Deed Number : I - 163005140 / 2024

On 06-11-2024

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

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

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

Presented for registration at 12:12 hrs on 06-11-2024, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Shri Sudhir Das .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,15,80,000/-

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

Execution is admitted on 06/11/2024 by Shri Nilish Kumar Sen, Son of Late Sukhamoy Sen, AH/217, Salt Lake, Sector -2, P.O: Sech Bhawan, Thana: East Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by Profession Service

Indetified by Mr Arup Ganguli, , Son of Late Arun Ganguli, 231, Santoshpur Avenue, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Advocate

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

Execution is admitted on 06-11-2024 by Shri Sudhir Das, Sole Proprietor, Ashirbad Enterprise (Sole Proprietorship), 4/59, Mukundapur, City:- , P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099

Indetified by Mr Arup Ganguli, , Son of Late Arun Ganguli, 231, Santoshpur Avenue, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,060.00/- (B = Rs 50,000.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 50,028/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2024 9:26PM with Govt. Ref. No: 192024250265453798 on 05-11-2024, Amount Rs: 50,028/-, Bank: SBI EPay (SBlePay), Ref. No. 1245169778223 on 05-11-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,071/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 268557, Amount: Rs.5,000.00/-, Date of Purchase: 04/11/2024, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2024 9:26PM with Govt. Ref. No: 192024250265453798 on 05-11-2024, Amount Rs: 15,071/-, Bank: SBI EPay (SBlePay), Ref. No. 1245169778223 on 05-11-2024, Head of Account 0030-02-103-003-02

Amal

Dilip Kumar Mondal
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2024, Page from 148896 to 148936
being No 163005140 for the year 2024.



Attest

Digitally signed by Dilip Kumar Mondal
Date: 2024.11.27 16:46:57 +05:30
Reason: Digital Signing of Deed.

(Dilip Kumar Mondal) 27/11/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.