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Certified that the document is duly registered. The signature of the endorser and the document are the property of the State.

District Sub-Registrar
Alipore, South 24-parganas

- 4 MAR 2022

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 4 day of March in the year Two Thousand and Twenty Two (2022) BETWEEN

Santasima Enterprise
Sambha nath das
Proprietor.

Suman Khatun

11 FEB 2022

16888

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

Name: **B.C. LAHIRI**

Advocate

Address: Alipore Judge's Court, Kol-27

Alipore Collectorate, 24 Pgs.(S)

SUBHANKAR DAS
STAMP VENDOR

Alipore Police Court, Kol-27

Vendor:.....



Handwritten signature:
Kaperanchurno
870 Lal. D. S. Kanchurno
205A 0532m P. K. K. K.

: 2 :

SRI SUBHENDU MODAK, having his PAN - AKUPM8181C, son of Sri Santosh Modak, by Faith - Hindu, by Occupation - Service, by Nationality - Indian, residing at C/o. Rajib Modak, R/30, Kamdahari Purba Para, P.O. Garia, Police Station - Bansdroni, Kolkata - 700084, in the District South 24 Parganas, hereinafter called and referred to as the **OWNER/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/S. SANTASIMA ENTERPRISE a Proprietorship Firm, having its office at Vill. Boral Bhattacharjee Para, P.O. Boral, P.S. Sonarpur, District South 24 Parganas, Pin Code - 700153, being represented by it's Proprietor namely **SRI SAMBHU NATH DAS**, son of Sri Satyandra Nath Das, having his PAN - AVUPD7506K, Aadhaar No. 2968 6864 7052, by Religion - Hindu, by Nationality - Indian, by Occupation - Business, residing at Bhattacharjee Para (Colony), Village & P.O. - Boral, P.S. Sonarpur, Kolkata - 700154, in the District South 24 Parganas, hereinafter known and referred to as the **DEVELOPER/SECOND PARTY** (which term or

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expression shall unless excluded by or repugnant to the context be deemed to mean and include the successor-in-office and assigns) of the **OTHER PART**.

WHEREAS One Singdha Sarkar, since deceased seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less 2 Cottahs 13 Chittaks 37 Sq.ft., lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in Khanda R.S. Khatian No. 113 under Maliki Khatian No. 475, apperaining to R.S. Dag No. 513, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, by virtue of a registered Deed of Sale, dated - 20.09.1995, duly registered in the office of Additional District Sub-Registrar at Alipore, South 24 Pargans, recorded in Book No.I, Volume No. 44, Pages from 387 to 399, Being No. 1901 for the year 1995 from its erstwhile owner at the valuable consideration, mentioned therein.

AND WHEREAS since ever date of purchase the land said Singdha Sarkar, since deceased while seized and possessed of

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Singdha Sarkar,

the same died intestate on 29.03.2001 leaving behind her son namely Arka Sakrar and daughter namely Rwituparana Das (Sarkar), as his only surviving legal heirs to inherit the said land under the provision of the Hindu Succession Act., 1956, then in force. Be it mentioned that husband of the said Singdha Sarkar namely Pradip Kumar Sarkar also died intestate on 22.03.2002 leaving behind him aforesaid son and daughter, as his only surviving legal heirs and successors.

AND WHEREAS after demise of parents the said Arka Sakrar and Rwituparana Das (Sarkar) jointly became the absolute lawful joint owners of **ALL THAT** piece and parcel of land measuring more or less 2 Cottahs 13 Chittaks 37 Sq.ft., lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in Khanda R.S. Khatian No. 113 under Maliki Khatian No. 475, apperaining to R.S. Dag No. 513, under Police Station - Regent Park now Bansdrone, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas and accordingly they jointly mutated their names in the records of

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the Kolkata Municipal Corporation and property known and numbered as **KMC Premises No. 77/2, Bose Para Road, Kolkata - 700084, under Police Station - Regent Park now Bansdroni** and they have been paying corporation taxes in their names in the records of **KMC Assessee No. 31-111-04-0235-5.**

AND WHEREAS the said Arka Sakrar and Rwituparana Das (Sarkar) while jointly seized and possessed of the said land with a view to construct two storied building obtaining a sanction plan from KMC on or about some times in the year 1996 and accordingly they jointly constructed brick built pucca single storied building with stair-case, having total covered area more or less 1188 Sq.ft. with cemented floor finished over the said land at their own costs, expenses and efforts, free from all encumbrances.

AND WHEREAS thereafter the said Arka Sakrar and Rwituparana Das (Sarkar) while jointly seized and possessed of the said land due to urgent need of money sold, transferred, conveyed, assigned and assured of **ALL THAT** piece and parcel

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of land measuring more or less **2 Cottahs 13 Chittaks 37 Sq.ft.**, together with brick built pucca single storied building with staircase, having total covered area more or less 1188 Sq.ft. with cemented floor finished now standing thereon, lying and situated at **Mouza - Kamdahari, J.L. No. 49**, R.S. No. 200, District Collectorate Touzi No. 14, **comprised in Khanda R.S. Khatian No. 113 under Maliki Khatian No. 475**, apperaining to R.S. **Dag No. 513**, under Police Station - Regent Park now **Bansdroni**, being KMC Premises No. 77/2, Bose Para Road, **Kolkata - 700084**, within the limits of Ward No. 111 vide **KMC Assessee No. 31-111-04-0235-5 of the Kolkata Municipal Corporation**, in the District South 24 Parganas, unto and in favour of **SRI SUBHENDU MODAK**, son of Sri Santosh Modak, of 30, Vally Park, Sirampur, P.O. Garia, Police Station - Jadavpur now Patuli, Kolkata - 700084, in the District South 24 Parganas, being the Present Owner herein, by virtue of a registered Deed of Sale, executed and registered on 12.03.2007, in the office of District Sub-Registrar - I at Alipore, recorded in Book No.I, Volume No. 35, Pages from 178 to 198, Being No. 00491 for the year 2007 at the valuable consideration, mentioned therein.

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AND WHEREAS since ever purchase the land said **SRI SUBHENDU MODAK**, son of Sri Santosh Modak, of 30, Vally Park, Sirampur, P.O. Garia, Police Station - Jadavpur now Patuli, Kolkata - 700084, in the District South 24 Parganas, being the Present Owner herein became the absolute lawful owner of **ALL THAT** piece and parcel of land measuring more or less **2 Cottahs 13 Chittaks 37 Sq.ft.**, together with brick built pucca single storied building with stair-case, having total covered area more or less 1188 Sq.ft. with cemented floor finished now standing thereon, lying and situated at **Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in Khanda R.S. Khatian No. 113 under Maliki Khatian No. 475, apperaining to R.S. Dag No. 513, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 77/2, Bose Para Road, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-04-0235-5 of the Kolkata Municipal Corporation**, in the District South 24 Parganas, morefully and particularly described in the Schedule hereunder written.

AND WHEREAS with a view to develop the Schedule property and to erect multistoried building therein the Owner

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invited the Developer to undertake the charge of such development and/or constructional work over the land as described in the Schedule below, free from all encumbrances.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the field of development of the land and construction of the building, being agreed with the said proposal of Owner and agreed to undertake the charge of such constructional work and/or development works of the land as described in the Schedule below.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

ARTICLE : I

DEFINITIONS : for proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include.

SAID PROPERTY : shall always mean **ALL THAT** piece and parcel of land measuring more or less **2 Cottahs 13 Chittaks 37 Sq.ft.**, together with brick built pucca single storied building with stair-case, having total covered area more or less 1188 Sq.ft. with cemented floor finished now standing thereon,

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lying and situated at **Mouza - Kamdahari, J.L. No. 49**, R.S. No. 200, District Collectorate Touzi No. 14, **comprised in Khanda R.S. Khatian No. 113 under Maliki Khatian No. 475**, apperaining to R.S. Dag No. 513, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 77/2, Bose Para Road, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-04-0235-5 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. & D.S.R. at Alipore, as described in the Schedule below.

PROPOSED BUILDING MEANS : the proposed G+III storied building to be constructed over the land as described in the Schedule below.

FLAT/APARTMENT MEANS : The unit of a self contained accommodation of the said building for residential purpose having one or more rooms along with kitchen, inclusive user of bath and privy with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, alongwith free access and right to ingress and egress to and from the main entrance and public Road.

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Sushanta Das,

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PLAN OR MAP SHALL MEAN : the building plan to be duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed building/buildings and shall include all such modification or alteration as may be made by the developer from time to time as and when required.

OWNER MEANS : SRI SUBHENDU MODAK, son of Sri Santosh Modak, by Faith - Hindu, by Occupation - Service, by Nationality - Indian, both are residing at 30, Vally Park, Sirampur, P.O. Garia, Police Station - Jadavpur now Patuli, Kolkata - 700084, in the District South 24 Parganas.

DEVELOPER MEANS : M/S. SANTOSHIMA ENTERPRISE a Proprietorship Firm, having its office at Vill. Boral Bhattacharjee Para, P.O. Boral, P.S. Sonarpur, District South 24 Parganas, Pin Code - 700153, being represented by it's Proprietor namely SRI SAMBHU NATH DAS, son of Sri Satyandra Nath Das, by Religion - Hindu, by Nationality - Indian, by Occupation - Business, residing at Bhattacharjee Para (Colony), Village & P.O. - Boral, P.S. Sonarpur, Kolkata - 700154, in the District South 24 Parganas.

ARCHITECT : shall mean any qualified person or persons of firm or firms of LBS appointed or nominated by the Developer

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as the architect of the building/buildings to be constructed upon the said property.

SPECIFICATION AND AMENITIES : materials and specifications as is recommended by the Architect for the construction of the building amenities means - All fittings as described in the Annexure - I hereinbelow and will be provided by the Developer in those flats.

COMMON / SERVICE AREA SHALL MEAN

- i. Stair Case on all floors.
- ii. Staircase landings on all floors.
- iii. Common passage on the ground floor;
- iv. Water pump, water tanks, reservoir, water pipes septic tank, all rainwater pipes and all other common plumbing installations and sanitary installations.
- v. Common electrical wiring, fittings and fixtures generators (excluding those as is installed for any particular unit);
- vi. Drainage and sewerage;
- vii. Boundary walls and main gates;
- viii. Such other common parts, areas, equipments,

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Sulendra Mishra,

fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and areas;

ix. Roof on the top floor;

OWNER'S ALLOCATION : shall mean :-

The Owner shall get 50% of total F.A.R. of proposed G+III storied building that means Entire First Floor Flat, 50% of the Third (Top) Floor, in the Back side along with Two Car Parking Spaces on the Ground Floor of the proposed G+III storied building, as per sanction building plan, sanction by the Kolkata Municipal Corporation.

The Developer further shall pay a sum of Rs.11,00,000/- (Rupees Eleven Lakhs) Only towards non refundable amount in favour of Land Owner herein in respect of the proposed G+III storied building in the following manner :-

Date of Execution of this Agreement	Rs.4,00,000/-
After Completion of Roof Casting of proposed G+III storied building	Rs.3,00,000/-
On or before handover lawful physical possession of the Owner's Allocation	Rs.4,00,000/-

Total Rs.11,00,000/-

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TAX LIABILITY : the Owner shall liable to pay of Rs.30,000/- (Rupees Thirty Thousand) Only towards half costs and expenses of total tax and Conversion liability in respect of the said Schedule landed property and accordingly the Owner shall not liable to pay any tax liability selling the flats under developer allocation.

INSPECTION OF THE CONSTRUCTION : the Owner shall have the right and liberty to inspect the construction work of the project building. If any inferior quality of the building materials is detected by the Owner, the same shall be replaced by the standard good quality by the developer, failing which the Owner shall take legal steps against the developer.

CONFIRMING PARTY : the developer shall be confirming party in sale deed and agreement for sale in respect of the flat under Owner's Allocation.

DELIVERY OF THE XEROX COPY : the developer shall deliver Xerox copy of the Registered Sale Deed in respect of the developer's allocated flats to the Owner at time of registration of the said deeds.

RESERVED PORTION SHALL MEAN : owner's allocation.

DEVELOPER'S ALLOCATION : shall mean the remaining 50% of total F.A.R. of proposed G+III storied building that means Entire Second Floor Flat, 50% of one Flat on the Third (Top) Floor, in the Front side along with Remaining Car Parking Spaces on the Ground Floor of the proposed G+III storied building, as per

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sanction building plan, sanction by the Kolkata Municipal Corporation save and except Owners' allocation.

INTENDING BUYERS SHALL MEAN : all the persons firm, organisations who is interested to purchase any flat/flats, and spaces and any other spaces of the said building particularly from the developer's allocation.

UNAVOIDABLE CIRCUMSTANCES SHALL MEAN : natural calamities earthquake, civil disorder, political unrest by which the construction work of the proposed building may be disturbed, stopped or suspended for a period of maximum 6 (six) months towards considerable time.

AREA OF A FLAT MEANS : the built-up area of a flat and also as per measurement of approved plan.

ARTICLE : II

DEVELOPER'S OBLIGATIONS :

That it is agreed by and between the parties herein that the developer shall be entitled to construct a building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchase any flat in the said building provided the developer fulfill the following obligations towards the land Owner.

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- a. That the developer will construct the proposed building upon the said property strictly as per the building plan to be duly sanctioned by the Kolkata Municipal Corporation and sanctioned revised plan from time to time.
- b. That the developer shall have to maintain the proper sizes/ specification as per building plan and also as per advice of the Architect and owner's allocation.
- c. That the developer shall have to appoint a professional civil Engineer or LBS or firm as Architect to supervise the construction of the building/buildings.
- d. That Developer shall complete the building over the land as described in the Schedule below within a period of 24 (twenty four) months from date of obtaining sanction plan from KMC. In case of any delay in delivery of Owner's Allocated area in the building completed in all respect then the Owner shall provide grace time 3 (three) months i.e. **24 (Twenty Four) months** from the date of obtaining sanction plan from KMC. The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions or rules applicable to construction of the said building and the materials used for construction. Be it mentioned that the Developer shall obtain building plan from KMC within 12 months from the date of execution of this Agreement.
- e. That the entire cost and expenses for the construction of the building will be borne exclusively by the Developer and the developer shall have no claim or demand in any

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part of the said expenses from the land Owner. The land Owner shall pay nothing in the matter of such constructional and/or development works on the landed property as described in the Schedule "A".

- f. That on completion of the building in question in terms of the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation the developer shall handover the owner's allocation to the Owner on first priority of physical possession before handing over any physical possession to any other buyer for the flats "belongs to Developer Portion".
- g. That the delivery of physical possession of owner's allocation in the proposed building in favour of the land Owner will be made by the 2nd Party/Developer herein within next 36 (thirty) months date of execution of this Agreement.
- h. The developer shall pay the Municipal Taxes and electricity bills from the date of taking possession of the Premises till the date of delivery of possession of the owner's allocated area of the building.
- i. The developer should abide by all the laws by laws and regulations of the government, local bodies as the case may be and shall be attend to answer and responsible for any deviation, violation and/or breach of any laws, by-laws, rules and regulations.

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- j. That the developer shall have no right or shall not be entitled to sale transfer and/or otherwise encumbered the flats under the owner's allocation in any manner whatsoever.
- k. That the developer shall act as an independent contractor in construction of the building and undertake to keep the land Owner indemnified from time to time, all 3rd parties claims and actions arising out of any act of commission or accident such as loss of life of labours, mistries and allied natures of things of relating to the construction of the proposed building and any damage arising from accidents or carelessness of the workmen or otherwise to said work hereby labour for or to the materials or implements therein used or to the workmen shall be borne and effectually made good by the said Developer at his own costs and charges.
- l. The developer shall keep the owner's share harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance to the development of the said property.
- i. The developer shall be responsible for all claims or demand that may be made due to anything done by the developer during construction of proposed building including claims

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Proprietor

Suresh Kumar

by the owner's of the adjoining properties for damages to their buildings or properties.

- ii. The developers shall be responsible for all claims and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever including any accident or other loss.
- iii. The developer shall be responsible for any demand and/or claim by flat Owner of the developer's area.
- iv. The developer shall be responsible for any action taken by the Corporation and/or any other authority for any illegal or faulty construction or otherwise of the building.
- v. That the developer, shall install, mother electric meter at the proposed building at its own costs, expenses and efforts and to that effect Owner shall not bear any extra costs and expenses of the same in terms of this Agreement. The meter installation charges and security deposit if any for the same will be borne by the developer. Be it mentioned that if any transformer installation, if necessary, in respect of the said proposed building in that effect the intending buyer or buyers of the said proposed building shall have bound to pay extra expenses which is necessary for install the same

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as per West Bengal State Electricity Board which is fixed up by its rules and norms.

- n. That the Owner shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third parties.
- o. That the developer shall pay a sum of Rs.8,000/- per month to the Owner herein towards monthly rent for their two numbers of alternative residential accommodations from the date of handing over physical possession of the schedule property in favour of the developer for the purpose of constructional work till hand over lawful physical possession of the owners' allocation in favour of the owner. Such alternative residential accommodation shall be arranged by the Developer.
- p. That nothing herein contained shall be construed as a demise or an assignment or conveyance or as creating any right, title or interest in respect of the said premises in favour of the Developer other than an exclusive right to the Developer to do or refrain from doing the acts and things in terms hereof and to deal with the Developer's

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Allocation as the Developer shall think fit and proper for the beneficial of his firm and also for these project.

- q. That after completion of the proposed G+III storied building the Developer herein shall provide Completion Certificate to the Owner in terms of this Agreement.
- r. That it has been agreed by and between the parties herein that after demolition of exsisting building Land Owner shall borne all materials and salvages of the said building in terms of this Agreement and Developer shall not liable for the same.

ARTICLE : III

RIGHTS AND PRIVILEGES OF THE DEVELOPER :

- a. That save and except those portion which shall be kept reserved for the land Owner, the developer shall be entitled to sell and/or transfer rest of the flats, of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the developer.
- b. That the developer shall be entitled to receive the entire consideration money from the intending buyers against issuing proper receipt thereof.

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Proprietor

Suresh Kumar

- c. That the land Owner shall have no right and/or liberty to interfere in those transaction made between the developer and the intending buyer/buyers in any manner whatsoever and further the landowner shall not be entitled to claim the profit of the said venture or part thereof. Similarly Owner shall not be responsible for any kind of claim made to developer from any purchaser of Flats or any third person from developer's portion. ✓
- d. That the developer shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment on consideration or in any issue, in any term as the developer may think fit and proper without involving the Owner. ✓
- e. That the developer shall be entitled to execute all or any sort of Agreement with any intending flat or space buyer/buyers and shall be entitled to execute all or any type of deed of transfer in favour of the intending buyer in respect of the flat of the building particularly of developer's allocation after handing over the possession of the owner's

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allocation to him and further shall be entitled to be present before the Registration office or offices for the registration of all those deeds and documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of land Owner and for that purpose the land Owner will execute a registered General Power of Attorney in favour of the developer to do all such acts and deeds required for the proposed construction and registration of the deed of transfer against the under marketed impartible proportionate share of the entire land under schedule property in favour of the flat buyers and the land Owner will ratify in favour of the flat buyers and the land Owner will ratify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers.

- f. Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said document as a Developer

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Suresh Kumar,

without getting any ownership of any part of the property under Schedule. This Development Agreement and related Development Power of Attorney shall never be treated as the Agreement/Final Document for transfer of property between the Owner and the Developer by any way. This clause shall have overriding effect to anything written in these documents in any contrary to this Clause.

ARTICLE : IV

LAND OWNER OBLIGATIONS AND PRIVILEGES :

- a. That the land Owner do hereby declare that they have absolute right, title and interest upon the said landed property and do hereby further declare that the said property morefully described in the Schedule below is free from all encumbrances, disputes, litigations and in the mean time they have nor received any notice and notices to the effect that he said land is affected by any scheme of the Government of West Bengal or of the Kolkata Improvement Trust or The Kolkata Municipal Corporation or Kolkata Metropolitan Development Authority and/or any other statutory body at the time of signing of this Agreement

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Proprietor

Subhash Kumar

So, being satisfied about the marketable title of the said property and the same is free from all encumbrances of the property, the developer herein has entered into this Agreement.

- b. That the land Owner shall at the time of execution of this presents deliver to the developer all the original such as Deed of Title, KMC Tax Bill, N.O.C. of Tax, Mutation Certificate /xerox copy such as Parcha, Chain Deed of documents regarding the title of the land and other allied papers and documents against proper receipts from the developer. Be it mentioned that if any time it is required to produce the original Parcha, Chain Deed in respect said landed property to show the competent authority in that event land Owner shall be bound to produce the same.
- c. That the land Owner shall not be entitled interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer. But shall have absolute right & authorities to inspect the main structural part of the building as well as the construction of owners'

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portion for time to time and also get it checked by any Engineer or Specialised person and any defect or deviation would be removed by the second party/developer.

- d. That for smooth functioning of the development work and for the purpose of construction of the proposed building the land Owner shall execute a Registered Power of Attorney in favour of the developer empowering its administrator in office to do all acts and deeds, required for the purpose of construction of the proposed building and to sell, transfer any flat or flats or spaces of the building, out of developers allocation to any intending buyers, and further to execute and register the deed of transfer including in respect of the proportionate share of land in favour of the flat Owner.
- e. The land Owner shall have the right to sell, transfer, the flats under their allocation in favour of any persons or persons and to enjoy the consideration money thereof without having any interference in any manner whatsoever from the developer.

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Sambhu Nath Das
Proprietor

Sukhdev Das

- f. That Land Owner shall have vacate lawful khas possession of the said property after execution of this Development Agreement.

ARTICLE : V

CANCELLATION AND ARBITRATION :

- a. All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address given herein in this Agreement and will be communicated by postal services or personal peon services and letter, notice, served upon either of the parties by other.
- b. The Court within District South 24 Parganas have the jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement, if any dispute arrises between the parties hereto.
- c. Both the parties do hereby undertake to cooperate with each other in all respect to materialise the said development project within the stipulated time of **24 (twenty four) months** from the date of obtaining sanction plan from KMC.

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Sambhu Nath Das
Proprietor

Susanta Das

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SCHEDULE OF THE PROPERTY ABOVE REFERRED TO
(Description of the Land)

ALL THAT piece and parcel of land measuring more or less **2 Cottahs 13 Chittaks 37 Sq.ft.**, **TOGETHER WITH** brick built pucca single storied building with stair-case, having total covered area more or less 1188 Sq.ft. with cemented floor finished now standing thereon, lying and situated at **Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in Khanda R.S. Khatian No. 113 under Maliki Khatian No. 475, apperaining to R.S. Dag No. 513, under Police Station - Regent Park now Bansdronei, being KMC Premises No. 77/2, Bose Para Road, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-04-0235-5 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. & D.S.R. at Alipore, and the same is butted and bounded in the manner follows :-**

On the North : Land under R.S. Dag No. 513.

On the South : Land under R.S. Dag Nos. 511 and 512.

On the East : Land under R.S. Dag No. 510.

On the West : 14 ft. wide common passage and Land under R.S. Dag No. 513.

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Sambhu Nath Das
Proprietor

Sukhdev Kumar

SCHEDULE "B" OF THE PROPERTY ABOVE REFERRED TO
(Description of the Owner's Allocation)

Owner shall get 50% of total F.A.R. of proposed G+III storied building that means Entire First Floor Flat, 50% of the Third (Top) Floor, in the Back side along with Two Car Parking Spaces on the Ground Floor of the proposed G+III storied building, as per sanction building plan, sanction by the Kolkata Municipal Corporation.

The Developer further shall pay a sum of Rs.11,00,000/- (Rupees Eleven Lakhs) Only towards non refundable amount in favour of Land Owner herein in respect of the proposed G+III storied building in the following manner :-

Date of Execution of this Agreement	Rs.4,00,000/-
After Completion of Roof Casting of proposed G+III storied building	Rs.3,00,000/-
On or before handover lawful physical possession of the Owner's Allocation	Rs.4,00,000/-

Total Rs.11,00,000/-

SCHEDULE "C" OF THE PROPERTY ABOVE REFERRED TO
(Description of the Developer Allocation)

Developer shall get remaining 50% of total F.A.R. of proposed G+III storied building that means Entire Second Floor Flat, 50% of one Flat on the Third (Top) Floor, in the Front side along with Remaining Car Parking Spaces on the Ground Floor of the proposed G+III storied building, as per sanction building plan, sanction by the Kolkata Municipal Corporation save and except Owners' allocation.

Santasima Enterprise

Sambhu Nath Das
Proprietor

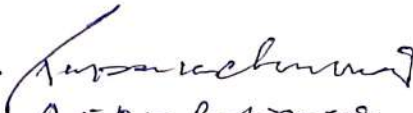
Sukhendu Das

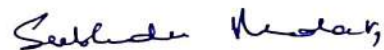
: 29 :

IN WITNESS WHEREOF the Parties herein have set and subscribed their hands on the day, month and year first above written.

WITNESS :-

1. Rina Modak
R/30 Kamdahori purbo Para
Garia, Kol - 84


2. 
At the presence
of 27



SIGNATURE OF THE OWNER

5

Drafted by me :-


R/NO - 6/9/134/2013
BIDYUT BISWAS
Advocate
Alipore Police Court, Kol-27

Alipore Police Court,
Kolkata - 700 027.
Computerised Printed by

Kuntal Mukherjee

Santasima Enterprise
Sambhu Nath Das
Proprietor

SIGNATURE OF THE DEVELOPER



: 30 :

MEMO OF THE CONSIDERATION

RECEIVED sum of Rs.4,00,000/- (Rupees Four Lakhs) Only by the Owner in terms of this agreement in presence of the following witnesses and in the following manners :-

- :: **MEMO** :: -

by way of *cheque NO 006356 date 4-3-22*

4,00,000/-

*Dewan Bank of Baroda
Surat Branch*

Total Rs.4,00,000/-

(Rupees Four Lakhs Only)

WITNESSES:

1) *Rina Modak*
R/30 Kandahori Purbof
Pora, Garia, Kol-84

2) *Sayurachandran*
Atipar Purbof
W 27

Sulendu Modak

**SIGNATURE OF FIRST PARTY/
LAND OWNER**

ANNEXURE

SPECIFICATION OF THE PROPOSED BUILDING

- Structure** : The building shall have R.C.C. framed structure of isolated spread footing.
- Brick work** : All exterior brick work shall be 8" thick with bricks, all partition shall be 3" inch thick with bricks.

FLOOR FINISH SKIRING DADO ETC.

Vitrified Tiles to all floor height at skirting to all rooms 4'-0" gales tiles wall at bath and Privy up 5'-0" height, above cooking platform and sink. Kitchen Room shall be finish by marble.

Plaster - The inside and outside of the building will have sand and cement Plaster (1:6).

Surface in said room will be finished with Plaster of Paris.

DOOR & WINDOW :-

- i. Commercial flush door painted both sides.
 - ii. Wooden door frame, salwood.
2. Other Doors :-
- i. Commercial flush door painted both sides.
 - ii. Doors of the toilets and kitchen shall be P.V.C. door, both door will be provided by the P.V.C. Shutter.
 - iv. Sliding window with guard bar as per approved design of Architect and painted both sides.
 - v. All windows shall have translucent glass including Box Grill.

WHITE WASH AND COLOUR WASH

The building shall be painted externally with snow-cem colourcem. The inside of the flat shall be plastered of Paris on the plaster surface.

Santasima Enterprise
Sambhu Nath Ray
Proprietor

Sushanta Kumar

Toilets :-

A. i. One European type white commode and one white plastic cistern.

ii. Two white wash basin out of that one Bath room and another one Dining Hall.

iii. One Shower.

iv. Two Taps.

v. Geyser point with Mixer Top.

B i.. One Indian Type white comode white plaster cistern.

ii . One white wash basin.

iii. Two Tap.

iv. one Shower.

Kitchen :-

i. One Kitchen Steel Sink.

ii. Two Tap

Kitchen Black stone working platform 5'ft. height glazed tiles above the working platform with Steel sink.

Water Supply :-

One Syntex overhead reservoir will be provided on the top of the last roof as per design. The suitable floor to deliver water to overhead reservoir.

Electric Point :-

Per Room 5 points for each Flat with AC Point/Plug Point.

Proportionate share of the expenses incurred in respect of extra work required for Owner's Allocation in respect of proposed building shall be borne by the Owner.

Santasima Enterprise

Suman Kaur

Sambhu Nath Das

Proprietor

Toilets :-

A. i. One European type white commode and one white plastic cistern.

ii. Two white wash basin out of that one Bath room and another one Dining Hall.

iii. One Shower.

iv. Two Taps.

v. Geyser point with Mixer Top.

B i.. One Indian Type white comode white plaster cistern.

ii . One white wash basin.

iii. Two Tap.

iv. one Shower.

Kitchen :-

i. One Kitchen Steel Sink.

ii. Two Tap

Kitchen Black stone with Granite Finished working platform 5'ft. height glazed tiles above the working platform with Steel sink.

Water Supply :-

One R.C.C. Structure overhead reservoir will be provided on the top of the last roof as per design. The suitable floor to deliver water to overhead reservoir.

Electrict Point :-

Per Room 5 points for each Flat with AC Point/Plug Point. One 15 Amp. Plug point in Bed Room, Kitchen and Dining Room.

Proportionate share of the expenses incurred in respect of extra work required for Owner's Allocation in respect of proposed building shall be borne by the Owner. Santasima Enterprise

Sushan Kulkarni,

Sambhu Nath Das
Proprietor

		Thumb	1" finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



	Thumb	1" finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Sandeep K. Kulkarni*



	Thumb	1" finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Sambhaji Nath Singh*

		Thumb	1" finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature

INCOME TAX DEPARTMENT
GOVT. OF INDIA

SUBHENDU MODAK
SANTOSH MODAK
17/12/1977
Permanent Account Number
AKUPM8181C

Signature



In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, ITTISI,
Plot No. 3, Sector 11, CBD Hazratpur,
N. 11, Mumbai - 400 614.

॥ या कार्ड को खोने पर कृपया सूचना दी/वापस करें ॥
आपका धन्यवाद, ITTISI,
प्लॉट नं. 3, सेक्टर 11, सीडी ब्लाक हजूरपुर,
न. 11, मुंबई - 400 614

Major Information of the Deed

Deed No :	I-1603-03165/2022	Date of Registration	04/03/2022
Query No / Year	1603-2000617976/2022	Office where deed is registered	
Query Date	24/02/2022 6:03:20 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Tapan Kumar Chakraborty Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9123894015, Status :Buyer/Claimant		
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 : 4,00,000/-]	
Set Forth value		Market Value	
Rs. 10,00,000/-		Rs. 42,29,977/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,021/- (Article:48(g))		Rs. 4,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only , from the applicant for assessment slip.(Urban area)		

Land Details :




District: South 24-Parganas, P.S:- Bansdrani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: BOSE PARA ROAD, , Premises No: 77/2, , Ward No: 111 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	2 Katha 13 Chatak 37 Sq Ft	8,00,000/-	34,28,077/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
Grand Total :				4.725 Dec	8,00,000 /-		

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1188 Sq Ft.	2,00,000/-	8,01,900/-	Structure Type: Structure
Gr. Floor, Area of floor : 1188 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Pucca, Extent of Completion: Complete					
Total :		1188 sq ft	2,00,000 /-	8,01,900 /-	



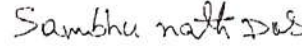
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Subhendu Modak Son of Santosh Modak Executed by: Self, Date of Execution: 04/03/2022 , Admitted by: Self, Date of Admission: 04/03/2022 ,Place : Office	Photo  04/03/2022	Finger Print  LTI 04/03/2022	Signature  04/03/2022
30, Vally Park, Sirampur,, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AKxxxxxx1C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/03/2022 , Admitted by: Self, Date of Admission: 04/03/2022 ,Place : Office				



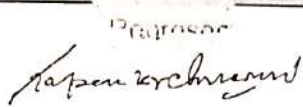
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Santoshima Enterprise Boral Bhattacharjee Para ,, City:- , P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 , PAN No.:: AVxxxxxx6K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Sambhu Nath Das (Presentant) Son of Satyandra Nath Das Date of Execution - 04/03/2022, , Admitted by: Self, Date of Admission: 04/03/2022, Place of Admission of Execution: Office	Photo  Mar 4 2022 3:59PM	Finger Print  LTI 04/03/2022	Signature  04/03/2022
Bhattacharjee Para (Colony),, City:- , P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AVxxxxxx6K, Aadhaar No: 29xxxxxxxx7052 Status : Representative, Representative of : Santoshima Enterprise (as PROPRIETOR)				

Identifier Details :

Name	Photo	Print	Signature
Tapan Kumar Chakraborty Son of Late Ajit Kumar Chakraborty 205A, Bidhan Pally., City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24- Parganas, West Bengal, India, PIN:- 700084			 Tapan Kumar Chakraborty
	04/03/2022	04/03/2022	04/03/2022
Identifier Of Subhendu Modak, Sambhu Nath Das			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Subhendu Modak	Santoshima Enterprise-4.342 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Subhendu Modak	Santoshima Enterprise-1188.00000000 Sq Ft

Endorsement For Deed Number : I - 160303165 / 2022

On 04-03-2022

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

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

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

Presented for registration at 13:15 hrs on 04-03-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Sambhu Nath 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 42,29,977/-

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

Execution is admitted on 04/03/2022 by Subhendu Modak, Son of Santosh Modak, 30, Vally Park, Sirampur,, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service

Indetified by Tapan Kumar Chakraborty, , , Son of Late Ajit Kumar Chakraborty, 205A, Bidhan Pally,, P.O: Garia, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Business

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

Execution is admitted on 04-03-2022 by Sambhu Nath Das, PROPRIETOR, Santoshima Enterprise (Sole Proprietorship), Boral Bhattacharjee Para, , City:- , P.O:- Boral, P.S:-Sonarpur, District: South 24 Parganas, West Bengal, India, PIN:- 700153

Indetified by Tapan Kumar Chakraborty, , , Son of Late Ajit Kumar Chakraborty, 205A, Bidhan Pally,, P.O: Garia, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,053/- (B = Rs 4,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 4,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2022 3:46PM with Govt. Ref. No: 192021220197557211 on 03-03-2022, Amount Rs: 4,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS9868422 on 03-03-2022, Head of Account 0030-03-104-001-13

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 687762, Amount: Rs.100/-, Date of Purchase: 11/03/2022, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2022 3:46PM with Govt. Ref. No: 192021220197557211 on 03-03-2022, Amount Rs: 6,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS9868422 on 03-03-2022, Head of Account 0030-02-103-003-02



Debasish Dhar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24 Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 159507 to 159551
being No 160303165 for the year 2022.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2022.03.25 16:40:30 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/03/25 04:40:30 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)