

26/06/24

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District Sub-Reposter-III

26-06-24

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the

261h day of June, in the year Two Thousand

Twenty Four (2024)

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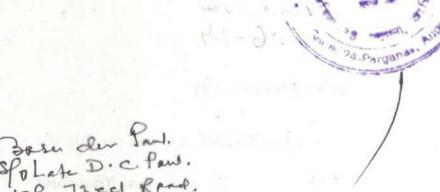
BETWEEN

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Harne : A. K. SINGH, Advocate odress : High Court, Calcutta olkata - 700001

Kolkata Collectorate 11, Netaji Subhas Rd., O Kolkala-1

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DISTRICT SUB REGISTRAB, III SOUTH 24 PGS., ALIPORE

2 6 IUN 2024

(1) SRI NITYA GOPAL GUHA, (PAN - ARYPG0671L) (Aadhaar - 8334 6301 5018), son of Kanai Lal Guha, by occupation - Business, residing at 35A, Naktala Road, Post Office - Naktala, Police Station -Netaji Nagar, Kolkata - 700047, District South 24 - Parganas, (2) SMT. ANITA ROY, (PAN - CKMPR 1866 D) (Aadhaar - 8383 2848 3013), wife of Late Ranendranath Roy, by occupation - Household Work, residing at 51/A, Arabinda Nagar, Naktala, Post Office - Naktala, Police Station - Netaji Nagar, Kolkata - 700047, District South 24 -Parganas, (3) SRI BISWANATH GUHA, (PAN - BZGPG5567C) (Aadhaar - 8182 6266 1458), son of Kanai Lal Guha, by occupation -, residing at 37/51, Naktala Road, Post Office - Naktala, Police Station - Netaji Nagar, Kolkata - 700047, District South 24 -Parganas, (4) SRI KASHI NATH GUHA, (PAN - AOFPG2840D) (Aadhaar - 6558 6674 5103), son of Kanai Lal Guha, by occupation -Retired Person, residing at 37/51, Naktala Road, Post Office -Naktala, Police Station - Netaji Nagar, Kolkata - 700047, District South 24 - Parganas and (5) SRI GOUTAM GUHA, (PAN -ADCPG5777H) (Aadhaar - 2305 6870 0285), son of Kanai Lal Guha, by occupation - Business, residing at 37/51, Naktala Road, Post Office - Naktala, Police Station - Netaji Nagar, Kolkata - 700047, District

South 24 - Parganas, all by faith - Hindu, by Nationality - Indian, hereinafter jointly called and referred to as the "LAND OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and/or assigns) of the ONE PART.

#### AND

M/S. JOYSHANKAR SARKAR, a Proprietorship Firm, having its office at 33B, D.P.P. Road, (Plot No. 287, Ganguly Bagan Scheme). Post Office – Naktala, Police Station – Patuli now Netaji Nagar, Kolkata – 700047, being represented by its Sole Proprietor namely SRI JOYSHANKAR SARKAR, (PAN – BPCPS8365G) (Aadhaar – 4598 7723 8685), son of Late Kamal Sarkar, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 287, Ganguly Bagan, Police Station – Patuli now Netaji Nagar, Kolkata – 700047, hereinafter called and referred as to the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and included its heirs, executors, successors-in-office, administrators, legal representatives and/or assigns) of the OTHER PART.

WHEREAS after the partition of India a large number of persons residents from former East Pakistan (now Bangladesh) crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal and a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purpose.

AND WHEREAS like other resident of erstwhile East Pakistan one Alias Monoranjan Bhowmick (now deceased), was such person who have come to use and occupy a piece and parcel of homestead land measuring 03 Cottahs, 15 Chittacks & 37 Square Feet more or less, lying and situate at Mouza – Naktala, J.L. No. 32, comprised in E.P. No. 51, S.P. No. 52, in C.S. Plot No. 503(P), within the limits of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station – Jadavpur now Netaji Nagar, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas, being a Refugee displaced from East Pakistan (Now Bangladesh), approached the Government of West Bengal for the said land for his rehabilitation under the provisions of the L.D.P. Act/L.A. Act -1.

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AND WHEREAS the Governor of the State of West Bengal in this process executed and registered Deed of Gift, dated 04/06/1993 through the Refugee Relief & Rehabilitation Department, Government of West Bengal with the intent to rehabilitate the said Refugees, gifted the said plot of homestead land measuring an area of 03 Cottahs, 15 Chittacks & 37 Square Feet more or less, along with tile shed structure standing thereon, lying and situate at Mouza - Naktala, J.L. No. 32, comprised in E.P. No. 51, S.P. No. 52, in C.S. Plot No. 503(P), within the limits of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur now Netaji Nagar, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Parganas, in favour of Monoranjan Bhowmick Alias Monoranjan Bhowmik Alias Monaranjan Bhowmick (now deceased) and the said Deed was duly registered in the office of the Additional District Registrar at Alipore and recorded in Book No. I, Volume No. 4, Pages 5 to 8, Being No. 227, for the year 1993.

AND WHEREAS after the aforesaid registered Deed of Gift, the said Monoranjan Bhowmick (now deceased), became the absolute sole owner of ALL THAT piece and parcel of land measuring an area of 03 Cottahs, 15 Chittacks & 37 Square Feet more or less, along with tile shed structure standing thereon, lying and situate at Mouza –

Naktala, J.L. No. 32, comprised in E.P. No. 51, S.P. No. 52, in C.S. Plot No. 503(P), within the limits of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station – Jadavpur now Netaji Nagar, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas and enjoying the absolute right, title and interest and possessed over the said plot of landed property, hereinafter for the sake of brevity referred to as the "said Property" more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written, free from all encumbrances, liens, charges, attachment etc.

and in possession of the said property the aforesaid Monoranjan Bhowmick (now deceased) mutated his name in the assessment records of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation, subsequently the said Corporation have assessed his name as absolute sole owner in respect of the said property and numbered as Premises No.:37/51, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Calcutta now Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas and exercising the same with all easement rights' thereto by paying usual

rents and taxes to the Appropriate Authority, under Assessee No. 231000600550, hereinafter for the sake of brevity referred to as the "said Premises" more fully and particularly mentioned in the <u>FIRST</u> SCHEDULE hereunder written.

AND WHEREAS since then the said Monoranjan Bhowmick (now deceased) having absolute seized and possessed over the said land measuring an area of **03** Cottahs, **15** Chittacks & **37** Square Feet more or less, along with tile shed structure standing thereon, lying and situate at Mouza – Naktala, J.L. No. 32, comprised in E.P. No. 51, S.P. No. 52, in C.S. Plot No. 503(P), within the limits of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation, at and being Premises No. 37/51, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Calcutta now Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and enjoying all kinds of ejmali rights over the said property.

AND WHEREAS while having seized and possessed over the said property, the said Monoranjan Bhowmick died intestate on 29/03/1998 leaving behind him his surviving wife namely Usha Rani Bhowmick Alias Usha Rani Bhowmik (now deceased) as his only legal

heir and successor who inherited the aforesaid property, by way of Hindu Succession Act, 1956.

AND WHEREAS by way of inheritance the said Usha Rani Bhowmick Alias Usha Rani Bhowmik (now deceased) became the absolute sole owner of ALL THAT piece and parcel of land measuring an area of 03 Cottahs, 15 Chittacks & 37 Square Feet more or less, along with tile shed structure standing thereon, lying and situate at Mouza – Naktala, J.L. No. 32, comprised in E.P. No. 51, S.P. No. 52, in C.S. Plot No. 503(P), within the limits of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation, at and being Premises No. 37/51, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Calcutta now Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas, more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written and enjoying all kinds of ejmali rights over the said property, free from all sorts of encumbrances, liens; charges etc.

AND WHEREAS during the lifetime of the said Usha Rani Bhowmick Alias Usha Rani Bhowmik (now deceased) execute a WILL in favour of (1) SRI NITYA GOPAL GUHA, (2) SMT. ANITA ROY, (3) SRI BISWANATH GUHA, (4) SRI KASHI NATH GUHA and (5) SRI GOUTAM

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GUHA, wherein the said Sri Goutam Guha was the executor of the said WILL of the said Usha Rani Bhowmick (now deceased).

AND WHEREAS while having peaceful seized, possessed and enjoyment the said Usha Rani Bhowmick died intestate on 25/05/2005 as childless and without any issued leaving behind her only WILL which is executed by the said deceased Usha Rani Bhowmick in her lifetime.

Will of the deceased Usha Rani Bhowmick, made petition for grant of Probate of Will U/s 289 of the Indian Succession Act, 1925. The Ld.

1st Court of Civil Judge (Senior Division), Alipore in Case No. 211 of 2018 granted the Probate of Will on 215+Day of December, 2022 under the Seal of the Court.

AND WHEREAS pursuant to the grant of Probate of the WILL of the said Usha Rani Bhowmick by the Ld. 1st Court of Civil Judge (Senior Division), Alipore in Case No. 211 of 2018, the said (1) SRI NITYA GOPAL GUHA, (2) SMT. ANITA ROY, (3) SRI BISWANATH GUHA, (4) SRI KASHI NATH GUHA and (5) SRI GOUTAM GUHA, became the absolute joint Owners of ALL THAT piece and parcel of land measuring an area of 03 Cottahs, 15 Chittacks & 37 Square Feet

more or less, along with tile shed structure standing thereon, lying and situate at Mouza – Naktala, J.L. No. 32, comprised in E.P. No. 51, S.P. No. 52, in C.S. Plot No. 503(P), within the limits of the Kolkata Municipal Corporation, at and being Premises No. 37/51, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas, having Assessee No. 231000600550 in respect of the said property, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS thus the said (1) SRI NITYA GOPAL GUHA, (2) SMT. ANITA ROY, (3) SRI BISWANATH GUHA, (4) SRI KASHI NATH GUHA and (5) SRI GOUTAM GUHA (the Owners herein) thereto became the absolute sole owner of ALL THAT piece and parcel of land measuring an area of 03 Cottahs, 15 Chittacks & 37 Square Feet more or less, along with tile shed structure standing thereon, lying and situate at Mouza – Naktala, J.L. No. 32, comprised in E.P. No. 51, S.P. No. 52, in C.S. Plot No. 503(P), within the limits of the Kolkata Municipal Corporation, at and being Premises No. 37/51, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in

the District South 24 – Parganas and enjoying the absolute right, title and interest over the said property, without any kind of hindrance, objection, obstruction, lispendens, trusts, mortgage, claim and/or demand whatsoever or howsoever from any corner, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written, free from all sorts of encumbrances, liens, charges, attachment, liabilities etc.

AND WHEREAS the said the Owners herein, being the absolute joint Owners and occupiers of the aforesaid property, have made up their mind to develop the said land measuring an area of land measuring an area of 03 Cottahs, 15 Chittacks & 37 Square Feet more or less, lying and situate at Mouza – Naktala, J.L. No. 32, comprised in E.P. No. 51, S.P. No. 52, in C.S. Plot No. 503(P), within the limits of the Kolkata Municipal Corporation, at and being Premises No. 37/51, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas,, as mentioned in the **FIRST SCHEDULE** written hereunder by constructing a G+3 storied building, upon the aforesaid property, but due to financial stringency or paucity of fund and insufficient

knowledge as well as experience and acumen in the field of construction, the Land Owners have sought the professional expertise with financial soundness of Developer/s who can undertake the responsibility of construction of such building upon the said property at his/their own costs and expenses.

and whereas upon the aforesaid representation of the Owners and on subject to verification of title of the Owners, concerning the said property, the Developer namely M/S. JOYSHANKAR SARKAR, a Proprietorship Firm, being represented by its Sole Proprietor SRI JOYSHANKAR SARKAR, son of Late Kamal Sarkar, have agreed to develop the said property by constructing a new G+3 storied building at the said property in accordance with the building plan on the terms and conditions as follows.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by the between the parties as follows:

### ARTICLES - I

 DEFINITION: - 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

#### ARTICLES - II

- A. LAND OWNERS: shall mean (1) SRI NITYA GOPAL GUHA, son of Kanai Lal Guha, (2) SMT. ANITA ROY, wife of Late Narendranath Roy, (3) SRI BISWANATH GUHA, son of Kanai Lal Guha, (4) SRI KASHI NATH GUHA, son of Kanai Lal Guha and (5) SRI GOUTAM GUHA, son of Kanai Lal Guha, hereinafter jointly called and referred to as the Land Owners and their heirs, executors, successors, legal representatives, executors, administrators and/or assigns.
- B. **DEVELOPER**: shall mean **M/S**. **JOYSHANKAR SARKAR**, a Proprietorship Firm, being represented by its Sole Proprietor **SRI JOYSHANKAR SARKAR**, son of Late Kamal Sarkar, hereinafter called and referred as to the Developer and its successors administrators, executors, legal representatives and/or assigns.
- C. **SAID PROPERTY**:- shall mean all the documents of entire of homestead land measuring an area of **03** Cottahs, **15** Chittacks & **37** Square Feet more or less, along with tile shed structure standing thereon, lying and situate at Mouza Naktala, J.L. No. 32, comprised in E.P. No. 51, S.P. No. 52, in C.S. Plot No. 503(P), within the limits of the Kolkata Municipal Corporation, at and being Premises No. 37/51, Naktala Road, under Ward

No. 100, Police Station – Jadavpur now Netaji Nagar, Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas, more fully and particularly be mentioned and described in the **FIRST SCHEDULE** hereunder written.

- D. **PROPOSED BUILDING**: shall mean the G+3 storied residential building to be constructed upon the aforesaid property according to the material and construction specification mentioned and described in **FIFTH SCHEDULE** hereunder written and according to the building plan to be prepared by the Architect/Engineer herein.
- E. **THE ARTHITECT**: shall mean such qualified person/persons who may be appointed by the Developer for both designing and planning the Building to be constructed on the said property.
- F. COMMON FACILITIES AND AMENITIES: shall mean and include corridors, roof; stair-ways, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed up-to between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and the same there-under as per the West Bengal Apartment Ownership Act, 1972 and its statutory modifications and/or reenactments

thereof in force from time to time and Rules framed there-under or mutually agreed upon by the Land Owners of Flat/s.

- G. **SALEABLE SPACE**: shall mean flats and the car parking space in the proposed building available for independent use and occupation after making due provisions for common facilities and space required therefore (**Save and Except Owner Allocation**).
- H. OWNER'S ALLOCATION:- the Land Owners D. will be entitled to get one self contained residential 2BHK Flat, measuring an area of 500 Square Feet built up area, on the Ground Floor, at the South-West Facing, the Land Owners will be entitled to get one self contained residential 2BHK Flat, measuring an area of 500 Square Feet built up area, on the First Floor, at the North-East-West Facing, the Land Owners will be entitled to get one self contained residential 2BHK Flat, measuring an area of 500 Square Feet built up area, on the First Floor, at the South Facing, the Land Owners will be entitled to get one self contained residential 2BHK Flat, measuring an area of 500 Square Feet built up area, on the Second Floor, at the North-East-West Facing and the Land Owners December 1907. We will be entitled to get one self contained residential 1BHK Flat, measuring an area of 400 Square Feet

built up area, on the Ground Floor, at the South-East Facing, after completion of G+3 Storied building shall be provided by the Developer as its own costs and expenses, as the Part of Owner's Allocation in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on pro-rata basis, as fully and particularly set out in the **SECOND SCHEDULE** hereunder written.

- DEVELOPER'S ALLOCATION: the Developer will be entitled to get entire constructed area from Ground Floor To Third Floor (Save and Except the above mentioned Owner's Allocation), in the proposed G+3 Storied building to be constructed on the said property, including proportionate share in the common facilities and amenities on pro-rata basis and fully and particularly set out in the **THIRD SCHEDULE** hereunder written.
- SPECIFICATIONS AND AMENITIES: materials and specifications as its recommended by the Architect for the construction of the building amenities means all fittings as described in the specification and will be provided by the Developer in those flats under reserve portion.
- K. <u>TIME</u>: Shall mean the constructing shall be completed within 24 (Twenty Four) Months from the sanction building plan from the Kolkata Municipal Corporation, on the said premises. If any

Force Majeure came in front of Developer in that event **06** (**Six**) months shall be added for any kind of Force Majeure.

- accommodation for the said Land Owners i.e. (i) Smt. Anita Roy, will be provided 2 BHK Flat, (ii) Sri Biswanath Guha, will be provided 2 BHK Flat, (iii) Sri Goutam Guha, will be provided 2 BKH Flat, (iv) Sri Nitya Gopal Guha, will be provided 1 BHK Flat and Sri Kashi Nath Guha, will be provided 2 BHK Flat, till the actual possession is delivered for their residence, during the period of construction and shall bear all cost and expenses for such temporary accommodation till the handover the Owner's Allocation with habitable condition in the newly constructed building to them.
- 2. COMMENCEMENT: This Agreement will have effect from the date, month and year at the outset and shall remain in force until such time all the terms and conditions set forth herein complied are fulfilled by both the parties.

## 3. THE LAND OWNERS DECLARES' AS FOLLOWS:

- (a) That they are absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
- (b) That the said property is free from all sorts of encumbrances and the Land Owners have a good marketable title in respect of

the said property without having any claim, in respect of right, title, interest and possession of any person or persons and legally right, title and interest to enter into this agreement with the Developer and Land Owners hereby undertake to indemnify and keep the Developer indemnified against any Third Party's claim and demands whatsoever with regard to the title and ownership of the Land Owners.

- (c) That the said property is free from all sorts of encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever and the same are fully occupied and possessed by the Land Owners.
- (d) That there is no notice of acquisition or requisition received or pending in respect of the said property more fully and particularly described in the <u>FIRST SCHEDULE</u> hereunder written.
- (e) There is no other agreement in existence at present of the said premises, in respect of sale or development.

## ARTICLE - III:

### OWNER'S RIGHTS AND OBLIGATIONS

1. The Land Owners are absolutely seized and possessed and/or otherwise well and sufficiently entitled to the said property described in the **FIRST SCHEDULE** hereunder written, before construction of proposed building as per this Agreement and has absolute right, title and interest to deal with the same and in the manner herein mentioned.

 The Land Owners therein have all right, title, claim and/or demand over the in respect of the said property and/or any portion thereof before construction of proposed building as per this Agreement.

#### ARTICLE - IV:

#### CONSIDERATION

- In consideration of the Land Owners have agreed to permit the Developer to residential exploit the said property and to construct, erect and build a new building in accordance with the specification and material description which are stated in details in **SIXTH SCHEDULE** hereunder written, in the land described and mentioned in the **FIRST SCHEDULE** hereunder written.
- The Developer shall provide to the Land Owners in the new building as per Owner's Allocation as mentioned in Clause - H hereinabove written in this Agreement.

#### ARTICLE - V:

#### DEVELOPER'S RIGHTS AND REPRESENTATIONS

- The Land Owners have appointed the Developer as the Developer on the premises and the Developer has accepted such appointment on the terms and conditions hereunder contained.
- 2) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Land Owners of any part of the building or any part thereof to them or creating any

right, title or interest thereof in favor of the Developer save as herein expressly provided except the right of the Developer to commercially exploit the saleable space of the Developer' Allocation (Article II (I), in the proposed building in terms hereof and deal with the same in the manner hereinafter stated.

- The Developer on execution of these presents will have all the right to take physical possession of the subject property, to put security and to take all necessary steps, as required, to develop the subject property and to commercially exploit the saleable space of the Developer' Allocation (Article II (I) in the proposed new building in terms hereof and deal with the same in the manner hereinafter stated and to protect all the right and interest of the Land Owners.
- After registration of the said Development Agreement, the Land Owners shall also execute a registered Development Power of Attorney in favour of the Developer linked to the registered Development Agreement empowering the Developer to do all necessary acts to construct the new proposed G+3 Storied Building in the land and dispose of the Developer' Allocation in the new proposed G+3 Storied Building as they deem fit and proper.
- That, all the original documents of the title and rights on the aforesaid plot of land shall be handed over to the Developer herein by the Land Owners on their accountable receipts on the date of signing of this Agreement for the purpose of construction

of the Building Project, sale of the Developer's Allocation as mentioned hereinabove and facilitating updating of the details of the land in the records of Kolkata Municipal Corporation. These documents shall be returned to the Land Owners when done with and the accountable receipts, returned after the construction and sale of the building project is complete.

- The Developer shall take all necessary steps for the approval or sanction of the building plan and all costs for preparation, submission and approval of the building plan shall be borne by the Developer. The Developer shall take prompt and speedy action or steps for getting the approval or sanction of the building plan from the Kolkata Municipal Corporation. The Developer shall mutated the names of the Land Owners herein and obtained mutation certificate in the names of the Land Owners herein, before sanction plan in the names of the Land Owners herein from the Kolkata Municipal Corporation and all costs and expenses solely borne by the said Developer herein.
- 7) The Land Owners hereby undertake to co-operate in all matters and things that will be essential or necessary in relation to the smooth development of the aforesaid property in form of G+3 storied Building and others as stated herein above at the cost of the Developer herein.
- 8) The Developer shall have full right to break, open, demolish and utilize all the materials contained in the existing structure for their own purpose and to sell all or any materials to any person

- or persons under the choice of the Developer and the money so received shall be utilized by the Developer.
- 9) The Developer shall start the construction of the building on the said plot of land after clearing the old existing structure from the land and commence construction of the Project as per sanctioned Building Plan from the Kolkata Municipal Corporation.
- 10) The Land Owners and the Developer shall jointly use, occupy and enjoy their respective allocation exclusively **TOGETHER**WITH the privilege of using and enjoying the common areas of the building without any right of Ownership.
- 11) The Land Owners and the Developer do hereby indemnify each other against any action or deeds taken by either of them which may cause hindrance to the smooth execution of the development work as mentioned in this Agreement.

#### ARTICLE - VI:

#### POSSESSION

1. The Land Owners shall vacate the existing structure along with the land appurtenant herein, as described in the **FIRST SCHEDULE** hereunder written and shall deliver free, quiet, peaceful and unencumbered exclusive vacant possession of the property to the Developer simultaneously on receipt of notice.

Upon acceptance of the plan, as witnessed by the Land Owners

as per this Agreement, the Developer shall be entitled to obtain vacant possession of the property upon demolition of the existing structure of the building and take away the and materials of the demolished building in to the Developer's custody at its own costs and also to survey the said land to do all necessary jobs for the purpose of construction of the proposed building in terms of this Agreement.

- 2. The Developer shall complete the Owner's Allocation of the proposed building within the above mentioned stipulated period, unless prevented by any unforeseen circumstances as per Force Majeure Clause beyond the control of the Developer and hand over the Owner's Allocation in finished and habitable condition with all arrangement and other necessary fittings, as per specifications described in the **SIXTH SCHEDULE** hereunder written.
- 3. The Land Owners shall have absolute right to transfer or otherwise deal with the Owner's Allocation along with proportionate share in common areas and common passage without any reference to the Developer or any person/s whatsoever upon getting possession of their respective allotted portion.
- The Developer shall have exclusive right and interest to the Developer's Allocation in the new building with exclusive

undisturbed right to transfer, sale and/or otherwise deal with or dispose of the same without however affecting any right, title, claim or interest therein as per this Agreement whatsoever of the Land Owners and the Land Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

- Developer the Development Power of Attorney in a form and manner reasonably required for the purpose of smooth construction work in terms of this Deed and to deal with concerned authority and also to deal with by way of transfer and dispose of Developer's Allocation (Save and Except the Owner's Allocation). It is further understood however that such dealings shall neither in any way fasten nor create any financial or legal liability upon the Land Owners nor there shall be any a clause inconsistent with or against the terms' mentioned in this Agreement.
- 6. If the Land Owners upon due notice fail, neglect or refuse to execute and register appropriate Deed of Conveyances in favour of the intending purchaser/s without valid reason, then in that even the Developer shall be at liberty to complete the registered Deed of Conveyance in favour of such intending purchaser/s of Developer's Allocation as per the authority of the Power of

Attorney to be executed and for which it shall be presumed that the Developer is deemed to have been expressly authorized by the original recorded Land Owners to do the same.

#### ARTICLE - VII:

#### COMMON EXPENSES

- 1. From the date of handing over the possession of the Owner's Allocation in a form of complete flat, the Land Owners shall pay to the Developer, the said proportionate charges for the common facilities in the new building till such period so long the Association of flats Owners' are formed for the said apartments in the building. If however they said Association are not formed due to any reasons, the Developer in such event shall continue to maintain and manage the said building on receiving service charges at the rates as will be settled prior to the handing over possession of the flats to the flat owners' including the original recorded Owners'.
- 2. Transfer of any part of the Owner's Allocation in the new building shall be subject to the provisions hereto made and the Transferee thereafter shall be responsible for payment of the said rates and other charges for the common facilities proportionately in respect of the constructed space in the building so transferred.

#### ARTICLE - VIII:

#### COMMON RESTRICTIONS

The Owners' Allocation in the new Building shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for common benefits on all occupiers of the new building which shall include the following:

- 1. The Land Owners shall not use or permit to use of the Owners' Allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazards to the Land Owners of the new building. The Developer and its nominee/s shall not use any portion thereof for carrying on any obnoxious illegal and immoral trade or activities nor use thereof for any purpose, which may cause any nuisance, hazards to the Land Owners of the new building.
- 2. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies and Association when formed in future as the case may be without invading the rights of the Land Owners and the Developer.
- The Land Owners and the Developer and/or its nominee/s shall keep their respective allocations in the new building in good condition and repairs.

4. Neither parties shall throw, accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors or any other portion of the new building.

#### ARTICLE - IX:

#### **OWNERS' OBLIGATIONS**

- The Land Owners shall give unencumbered land and property simultaneously with the execution of this Deed of Agreement to the Developer. The Land Owners hereby covenant with the Developer not to cause any hindrance in the construction of the building at the said property by the Developer.
- 2. The Land Owners hereby agree to covenant with the Developer not to do any act or deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of any part or portion of the Developer's Allocation in the building or for the said property save and except the right of proportionate share in the land of the Land Owners.
- 3. The Land Owners hereby agree and covenant with the Developer not to let out, grant, Lease, mortgage and/or charge the allocated portion of the Developer in the super built-up construction, but shall have all those rights of alienation in respect of their allocated portion upon getting on completion of the building to any person/s, company/ies. The Developer also

shall have no right to let-out, grant lease, mortgage and/or charge the allocated super built-up areas of the Land Owners.

- 4. The Land Owners hereby declare in clear and unequivocal terms that neither they nor their and representatives after execution of this Agreement shall encumber or otherwise transfer the land, as described in the <u>FIRST SCHEDULE</u> hereunder written and shall abide this stipulation set out in the Agreement.
- 5. The Developer will have the right to enter into Agreement for Sale of the flat/flats and other spaces of the proposed building with a intending purchaser/s, the Developer shall also be entitled to take earnest and consideration money for proportionate share in land and construction cost as advance as well as consideration money from any intending purchaser/s in respect of the flats of the proposed building allotted to the Developer.
- Owners shall executed Development Power of Attorney in favour of the Developer or its nominee/s authorizing the Developer or its nominee/s as the case may be for taking all necessary steps in connection with the property described in the **FIRST**SCHEDULE hereunder written in respect of the proposed building on the said property and to represent the Land Owners before the Kolkata Municipal Corporation, K.I.T., West Bengal Police, Fire Brigade and any other Authorities including State or Central Government in connection with the construction of the

proposed building and other writings on their behalf and also to execute Agreement for Sale of Flats as well as Deed of Conveyance in respect of portions allotted to the Developer and to receive consideration thereof. Save and except the Owners' Allocation.

#### ARTICLE - X:

## DEVELOPER'S OBLIGATIONS

- 1. The Developer hereby agrees and covenants with the Land Owners not to violate or contravene any of the provisions of rules applicable for construction of the building and shall positively complete the construction within 24 (Twenty Four) Months from the date of sanction building plan from the Kolkata Municipal Corporation of the proposed building in the aforesaid property and shall positively deliver Owners' Allocation.
- 2. To provide residential accommodation of the Owners' at Developer's costs to the Land Owners of the land till the flat and car parking space allotted to the Land Owners in the proposed new building is delivered to them upon completion.

## ARTICLE - XI:

## OWNER'S INDEMNITY

The Land Owners hereby undertakes that they had positively delivery the vacant unencumbered possession of the said property to the Developer from the same day as mentioned herein above.

#### ARTICLE - XII:

#### DEVELOPER'S INDEMNITY

- 1. The Developer hereby undertake to keep the Land Owners indemnified against all Third Party's claims and notices arising out of any sort of act or commission or commission of the Developer in or in relation to the construction of the said new building strictly under the supervision of architect and engineer appointed by the Developer at his own cost and expenses.
- The Developer hereby undertake to keep the Land Owners indemnified against all actions, suits, costs, proceedings and claim that may arise after the execution of this Agreement and with regard to the construction of the said property and/or in the matter of Development of the said building and/or any defect herein.
- 3. The Agreement herein made shall not be treated as Partnership between the Land Owners and the Developer. The Developer is given the absolute rights to develop the said property as aforesaid for residential exploitation of Developer's Allocation in lieu of Owners' Allocation in terms of this Agreement.
- 4. Nothing in these presents shall be constructed as a demise or assignment or conveyance in land by the Land Owners of the said property or any party or any part thereof to the Developer as creating any right, title and interest in respect thereof in the Developer other than a exclusive license to the Developer to

residential exploit the same to their benefit in terms hereto provided however the Developer shall be entitle to borrow money from any Bank/s or any private Financial Institutions without creating any financial liability on the Owners and their other estate shall not be encumber and/or liable for payment of any such dues of such Bank/s or any privet Financial Institutions and for that purpose the Developer shall keep the Land Owners indemnified against any action, suits and proceedings and costs, charges and expenses in respect thereof.

- 5. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served upon the Land Owners, if sent to them under registered post with acknowledgement due at the address given in this Agreement.
- 6. The Land Owners hereby fully agree and consent that the Developer shall have exclusive right to advertise, fix hoardings or sign boards of any kind relating to the publicity for the benefit of residential exploitation of the new building from the date of execution of this Agreement and on completion of the building or earlier all such advertisements and hoardings shall be cleared of the same by the Developer.
- The Developer hereby declare that it has entered into this Agreement upon relying on the Land Owners representation and

bonafide about their title to the said property described in the **FIRST SCHEDULE** written hereunder.

8. The Developer without prejudice to the right of the Owners/ Vendors in this Agreement shall be entitled to enter into in his said capacity with any other Building Contractor, Architect and others for carrying out the said Development at its own risk and costs.

## ARTICLE - XIII: FORCE MAJEURE

- The respective parties herein mentioned shall not be considered to be liable for any obligation hereunder that the performance of the relative obligation was prevented by any force majeure and this contract shall remain suspended during the period of such force majeure, if any.
- The term force majeure shall mean floods, earth-quake, riots, war, storm, tempest, civil commotion or any other act or commission beyond the control of the parties hereto.

#### ARBITRATION

Any dispute of differences on any matter relating to the terms and conditions of this Agreement herein between the parties hereto shall be referred to arbitration and the award of the Arbitrator shall be final and binding upon the Parties in accordance with the Arbitration and Conciliation Act, 1996 as amended till date.

## THE FIRST SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of Bastu land measuring an area of 03 Cottahs, 15 Chittacks & 37 Square Feet more or less, along with 200 Square Feet of tile shed structure standing thereon, lying and situate at Mouza - Naktala, J.L. No. 32, comprised in E.P. No. 51, S.P. No. 52, in C.S. Plot No. 503(P), within the limits of the Kolkata Municipal Corporation, at and being Premises No. 37/51, Naktala Road, under Ward No. 100, Police Station - Jadavpur now Netaji Nagar, Kolkata -700047, within the jurisdiction of District Sub-Registrar at Alipore, in District South 24 Parganas,, having Assessee No. at Present Assessee NO. 211000619090, 231000600550, along with all easement and other appertaining right thereto, is butted and bounded on the said Property in the following manner:

ON THE NORTH :

By 16 Feet Wide K.M.C. Road;

ON THE SOUTH :

By Land/Property of Bapi Saha;

ON THE EAST

By Land of E.P. No. 52/2;

ON THE WEST

By 4' Feet Wide Colony Road.

## THE SECOND SCHEDULE ABOVE REFERRED TO (OWNER'S ALLOCATION)

ALL THAT the Land Owners will be entitled to get one self contained residential 2BHK Flat, measuring an area of 500 Square Feet built up area, on the Ground Floor, at the South-West Facing, the Land Owners will be entitled to get one self contained residential 2BHK Flat, measuring an area of 500 Square Feet built up area, on the First

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Floor, at the North-East-West Facing, the Land Owners will be entitled to get one self contained residential 2BHK Flat, measuring an area of 500 Square Feet built up area, on the First Floor, at the South Facing, the Land Owners will be entitled to get one self contained residential 2BHK Flat, measuring an area of 500 Square Feet built up area, on the Second Floor, at the North-East-West Facing and the Land Owners will be entitled to get one self contained residential 1BHK Flat, measuring an area of 400 Square Feet built up area, on the Ground Floor, at the South-East Facing, after completion of G+3 Storied building shall be provided by the Developer as its own costs and expenses, along with undivided proportionate share of the land, including proportionate share in the common facilities and amenities on pro-rata basis, together with all common area, facilities and amenities of the property.

## THE THIRD SCHEDULE ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

ALL THAT under the same Schedule the Developer will be entitled to get entire constructed area from Ground Floor To Third Floor (Save and Except the above mentioned Owner's Allocation), in the proposed G+3 Storied building to be constructed on the said property, along with all common area with right of easement and the undivided proportionate share in the land after handover the Owners' Allocation to the Land Owners including proportionate share in the common facilities and

amenities on pro-rata basis, to be sold to the intending Purchasers from Developer's Allocation.

# THE FOURTH SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE PROPOSED BUILDING)

ALL THAT a proposed G+3 Storied Residential building to be constructed upon the Land mentioned in the FIRST SCHEDULE hereinabove written, under the supervision of architect and engineer appointed by the Developer and as per specification mentioned in the SIXTH SCHEDULE hereunder written, having all the common amenities and facilities as described in the FIFTH SCHEDULE hereunder written.

# THE FIFTH SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE COMMON AMENITIES AND FACILITIES)

- Entrance and Exit.
- Boundary walls, main gate of the said premises.
- Staircase landing on all the floors of the said building.
- 4. Entrance passage, lobbies, common space surrounding the building walls, foundation, columns, beams, supporters etc. underground reservoir, overhead water tank, septic tank, electric room, pump room, common toilet on the ground floor.
- Water pump and its room, if any and water tank, underground reservoir, overhead tank and water supply line.

- Drainage, rain water pipes and sewerage lines/systems and 6. other installations for the same (except those areas of any flat and/or exclusively for its use).
- Electrical wiring including meter and main switches and other 7. fittings and fixtures (excluding those as are installed within the exclusively area of any flat and/or exclusively for its use).
- The ultimate roof of the said building with common use and 8. enjoyment with other flat owners exclusive with the land Owner.
- Such other common parts, equipments, installations, fixtures, 9. fittings and spaces for occupancy of the respective portions in the said building.

### THE SIXTH SCHEDULE REFERRED ABOVE TO (DESCRIPTION OF THE SPECIFICATION OF CONSTRUCTION)

FOUNDATION

: R.C.C. Foundation (that can bear load of

G+3 storied building)

CEMENT

: ACC/Ambuja/Ultrtech

SAND

Coarse Sand and Medium Coarse.

BRICK

1st Class/Standard quality.

**BOUNDARY WALLS** 

All boundary walls reconstruction/repair

with plaster and painting.

FLOOR

All floors will be made with TILES in bed rooms, drawing, dining, kitchen and varanda, Floor of Kitchen and staircase

and Toilet will also be made of Tiles.

VARANDA

Fitting grilled Varandas.

WALL

External wall will be 8" & Internal Walls will be 5" & 3" thick, internal walls will be finished with a cast of plaster of Paris and outside Paint from Asian Paints Company.

ELECTRICAL WIRING

"Havells" Eight Way M.C.B. will be provided. All wiring in copper of standard wire ISI mark (Havell/Finolex made) and Havell Switches, allowing necessary Switches, fuse and plug points as needed.

ELECTRICAL INSTALLATION

Bed room: a) 1 Fan Point, b) 2 nos. of light point on two wall, b) 3 nos. of 5 Amp plug, c) 1 no. 15 Amp Plug, d) 1 A.C. Point.

Varanda: a) 1 light Point, b) 1.5 Amp Plug.

Dining: a) 2 nos. Fan Point, b) 3 nos. of light point on three walls, 5 nos. 5 Amp Plug, 3 nos. 15 Amp Plug, c) 1.15 Amp Plug, d) 1.5 Amp Plug;

Kitchen: a) 1 light point, b) 1 exhaust fan point, 4 nos. 5 Amp plug, 3 nos. 15 Amp Plug, c) 1 power point (15 Amp), d) 1 Aqua guard point.

Bath Room: a) 1 light point, b) 1 geyser point (15 Amp.), c) 1 Fan point;

Stair: 1 light point on each landing.

W.C.: 1 light point,

Extra points as per requirements.

WINDOWS

Aluminum Channel with Grill Coven.

SUPER STRUCTURE

R.C.C. framed building with columns,

floors and roof slabs.

KITCHEN

Kitchen top will be Black Stones.

Sink will be of steel with one tap below the

Sink.

WALL INSIDE

Plaster of Paris with Primer .

WATER SUPPLY

By K.M.C. from reservoir to overhead tank For uplifting of water from underground reservoir to over tank by adequate Horse Power Pump and motor of reputed branded

company.

EXTRA WORK

Any work other than this agreed specification shall be charged extra and the

amount will paid before execution of work.

**EXTRA WORK**: In addition to the above items if the Land Owners want to provide additional items or wants to change the specification of any item be allowed after getting the permission from the consulting Engineer, if he fulfills the following. An estimate for additional work or the change item, shall be supplied by the Developer and the Land Owners have to pay the total amount in advance to carry out these additional / changed items within their allocation.

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

# SIGNED, SEALED & DELIVERED In the presence of

WITNESSES:-

1) She be Deb. 50, Aurobinde Nogue. 1-0-Noktale-kol-70047.

2) Sugar Soenhan Dutta 37/53, Nahfala Road hel-47. 1. NITya Giopa & Girha

2. Anita Roy

3. Bious north auto

4. Kashi nath Suler

5. Govern Cola.

SIGNATURE OF THE LAND OWNERS

JOYSHANKAR SARKAR

Proprietor

SIGNATURE OF THE DEVELOPER

Drofted by:

F1776/03

PRINT ZONE.

Alipore Police Court, Kolkata – 700027.

Sarfaraz Ahmed.

Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand right hand

Name NiTya Grapo 2 Gruta
Signature Ni Tyabropo 2 Gruta

Thumb 1st finger Middle Finger Ring Finger Small Finger

| left hand | right hand |

Name ANITA ROY
Signature Anita Roy

|    |               | Thumb | 1 <sup>st</sup> finger l | Middle Finge | Ring Finge | er Small Finger |
|----|---------------|-------|--------------------------|--------------|------------|-----------------|
| 00 | left<br>hand  |       |                          |              |            |                 |
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Name BISWAMATH QUHA Signature Biowardh Qula

|    |               | Thumb | 1 <sup>st</sup> finger I | Middle Finger | Ring Finge | r Small Finger |
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|    | left<br>hand  |       |                          |               |            |                |
| AR | right<br>hand |       | # 1 m                    |               | 15,205     |                |

Name KASH NATHGIVHA Signature Kashi math Sula



|               | Thumb | 1 <sup>st</sup> finger N | Middle Finge | r Ring Finge | er Small Fing |
|---------------|-------|--------------------------|--------------|--------------|---------------|
| left<br>hand  |       |                          |              |              |               |
| right<br>hand |       |                          |              |              |               |

Name GOUTAM GUHA.
Signature Epoularm Epula:

|             | E |
|-------------|---|
| The same of |   |

|               | Thumb | 1 <sup>st</sup> finger l | Middle Finger | Ring Finger S | mall Finger |
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| left<br>hand  |       |                          |               |               |             |
| right<br>hand |       |                          |               |               |             |

Name JOYSHANKAR SARKAR. Signature Jayshanlean Sanlean.

|       | Thumb        | 1" finger Middle Finger Ring Finger Small |
|-------|--------------|---|
|       | left<br>hand |   |
| РНОТО | right hand   |   |

Name .....

Signature .....

|       | The           | umb 1 <sup>st</sup> l | inger Middle Fin | nger Ring Finger | Small Finge |
|-------|---------------|-----------------------|------------------|------------------|-------------|
|       | left<br>hand  |                       |                  |                  |             |
| PHOTO | right<br>hand |                       |                  |                  |             |

Name .....

Signature .....





# ভারত সরকার

ভাগিকাভুকির নয়র/Enrolment No.: 1528/64443/10201

To বাসু দেব পাল Basu Dev Paul . S/O: Late Dhiren Paul P.S - Garla 43/2. Jhill Road Sanloshpur Kolkata Santoshpur o West Bengal - 700075 7044322146



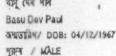
আপনার আধার সংখ্যা / Your Aadhaar No.:-

8035 3737 7879 আমার আধার, আমার পরিচয়



CONTRICTOR OF STREET 4 Government of Indiana-





8035 3737 7879





TEN.

- स्थान गतिस्थतः ध्यान, नायतिकस्थतः ध्यान मन
- শরিচায়ের মনার্থ ক্রমেলাইন অংঘনিকেশ্ব খায়া লক্ষ্য কর্তন
- এটা এক ইকেউনিক প্রক্রিয়ার তৈরী গা

#### INFORMATION

- # Asdhaar is a proof of identity, not of citizenship.
- . To establish identity, authenticate online
- . This is electronically generated letter
- 🛎 আধার মারা দেশে মানা।
- আখার ভবিষয়েত সরকারী ও বেসরকারী পরিবেব। প্রামির মহায়ক হবে।
- \* Aadhear is valid throughout the country
- Aadhaar will be helpful in availing Government and Non-Government services in luture



Unique identification Authorsy of India

अपने का शिवन शांच, 43/2, विस क्राक, ब्री.३४ - शतका, मातावमूत,

SYOL Law Dissen Paul, 43/2. Jhill Road, P.S - Garla,

- 700075

West Bengal : 00075

### Major Information of the Deed

| Deed No:                                   | 1-1603-10172/2024  |  |                                 |  |  |
|--|--|--|---------------------------------|--|--|
| Query No / Year                            |  | Date of Registration   | 26/06/2024                      |  |  |
| Query Date                                 | 1003-2001441449/2024   |  | Office where deed is registered |  |  |
|  | 11/06/2024 4:35:04 PM  | D.S.R III SOUTH 24-PARGANAS District   |                                 |  |  |
| Applicant Name, Address<br>& Other Details | BASUDEV PAUL<br>ALIPORE POLICE COURT, Than<br>BENGAL, PIN - 700027, Mobile N   | South 24-Parganas  a : Alipore, District : South 24-                         | Parganas, WEST                  |  |  |
| Transaction                                | BENGAL, PIN - 700027, Mobile N   | o 9 123336303, Status :Dee   | d Writer                        |  |  |
| [0110] Sale, Development                   | Agreement or Construction  | Additional Transaction   |                                 |  |  |
| agreement                                  | agreement or Construction  | [4305] Other than Immovable Property,<br>Declaration [No of Declaration : 2] |                                 |  |  |
| Set Forth value                            | The state of the s |  |                                 |  |  |
| Rs. 2/-                                    |  | Market Value   |                                 |  |  |
| Stampduty Paid(SD)                         |  | Rs. 65,16,000/-  |                                 |  |  |
| Rs. 10,020/- (Article 48(g))               |  | Registration Fee Paid  | DIMEN THE RESERVE               |  |  |
| Remarks                                    |  | Rs 53/- (Article:E E)  |                                 |  |  |
| Serial No.                                 | Received Rs. 50/- (FIFTY only ) area)  | from the applicant for issuing t   | he assement slip (Urb           |  |  |

#### Land Details:

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Naktala Road, , Premises No: 37/51, , Ward No: 100 Pin Code : 700047

| No<br>L1 | Number | Khatian | Land<br>Proposed | Use    | Area of Land               | Control of the Contro | Market<br>Value (In Rs.) | Other Details                      |
|----------|--------|---------|------------------|--------|----------------------------|--|--------------------------|------------------------------------|
| 1-1      | (RS:-) |         | Bastu            | 7-37   | 3 Katha 15<br>Chatak 37 Sq | 1/-  | 64,62,000/-              | Width of Approach<br>Road: 16 Ft., |
|          | Grand  | Total;  |                  | nt Jim | 6.5817Dec                  | 1/-  | 64,62,000 /-             |                                    |

#### Structure Details :

| Sch<br>No | Structure<br>Details                       | Area of<br>Structure                    | Setforth<br>Value (In Rs.) | Market value<br>(In Rs.)  | Other Details   |
|-----------|--|---|----------------------------|---|---|
| 31        | On Land L1                                 | On Land L1 200 So Et                    | 1                          | MARKET BELLEVILLE STATE OF THE |   |
|           |  |   |                            |   | or deture Type: Structure                                   |
|           | Gr. Floor, Area of f<br>Tiles Shed, Extent | loor : 200 Sq Ft.,I<br>of Completion: C | Residential Use, Ce        |   | Structure Type: Structure ge of Structure: 0Year, Roof Type |

#### Land Lord Details :

| SI<br>No       | Name, Address, Photo, Finger   | orint and Sign | ature   |  |
|----------------|--|----------------|---|--|
| 1              | Name   | Photo          | 1990年   |  |
|                | NITYA GOPAL GUHA   | 7 11010        | Finger Print  | Signature  |
|                | Son of KANAI LAL GUHA<br>Executed by: Self, Date of<br>Execution: 26/06/2024<br>, Admitted by: Self, Date of<br>Admission: 26/06/2024 ,Place<br>: Office | 26/06/2024     | Captured  | Nitya Gopez Goha   |
|                | 254 MARCHAN  |                | 26/06/2024  | 26/06/2024   |
|                | IndiaDate of Birth:XX-XX-2XX:Individual, Executed by: Self, Admitted by: Self, Date of A   | K4 , PAN No .: | : ARxxxxxx1L, Aad<br>ecution: 26/06/2024<br>/06/2024 ,Place : | District:-South 24-Parganas, West upation: Business, Citizen of: haar No: 83xxxxxxxxx5018, Status Office           |
|                | ANITA ROY  | FIIOTO         | Finger Print  | Signature  |
|                | Wife of Late NARENDRANATH ROY Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office        | 9              | Captured  | Dine rong  |
|                |  | 26/06/2024     | LTI<br>26/06/2024   | 26/06/2024   |
| S              | Bengal, India, PIN:- 700047 s<br>ndia , State Government Offic<br>Self, Date of Execution: 26/06<br>Admitted by: Self, Date of Ac<br>Name                | e, Aadhaar N   | 06/2024 ,Place : C  | ur, District:-South 24-Parganas, West<br>ccupation: House wife, Citizen of:<br>3, Status :Individual, Executed by: |
| I              | BISWANATH GUHA   | 7 11010        | Finger Print  | Signature  |
| Ex<br>Ex<br>Ad | con of KANAI LAL GUHA<br>xecuted by: Self, Date of<br>xecution: 26/06/2024<br>Admitted by: Self, Date of<br>dmission: 26/06/2024 Place<br>Office         | D              | Captured  | Burnot G. 1.   |
| -              |  | 5/06/2024      | LTI<br>26/06/2024   | 26/06/2024   |
|                | //SI, NAKTALA ROAD, City:-   | P.O :- NAKTA   | ALA. P.S:-ladaynur  | District:-South 24-Parganas, West  |

| Name   | Photo      | Finger Print      |                 |
|--|------------|-------------------|-----------------|
| KASHI NATH GUHA  |            | ringer Frint      | Signature       |
| Son of KANAI LAL GUHA<br>Executed by: Self, Date of<br>Execution: 26/06/2024<br>, Admitted by: Self, Date of<br>Admission: 26/06/2024 ,Place<br>: Office | 0          | Captured          | Kenny makizula. |
| 37/51, NAKTALA ROAD, City  | 26/06/2024 | LTI<br>26/06/2024 | 26/06/2024      |

37/51, NAKTALA ROAD, City:- , P.O:- NAKTALA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-2XX4 , PAN No.:: AOXXXXXX0D, Aadhaar No: 65xxxxxxxx5103, Status :Individual, Executed by: Self, Date of Execution: 26/06/2024 , Place: Office

| Name  | Photo      | Finger Print      | 0:   |
|---|------------|-------------------|--|
| GOUTAM GUHA Son of KANAI LAL GUHA Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office | 0          | Captured          | Signature                                    |
|   | 26/06/2024 | LTI<br>26/06/2024 | 28/06/2024<br>istrict:-South 24-Parganas, We |

37/51, NAKTALA ROAD, City:- , P.O:- NAKTALA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-ZXX4 , PAN No.:: ADxxxxxx7H, Aadhaar No: 23xxxxxxxx0285, Status , Admitted by: Self, Date of Admission: 26/06/2024 , Place: Office

#### Developer Details :

| SI | Name, Address, Photo, Finger print and Signature  |
|----|---|
|    | JOYSHANKAR SARKAR  33B, D P P ROAD, City: -, P.O:- NAKTALA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN: 700047 Date of Incorporation:XX-XX-2XX4 , PAN No.:: BPxxxxxx5G, Aadhaar No: 45xxxxxxxx8685, Status |

#### Representative Details:

| 1 | Name   | Photo              | Finger Print      | 20 00 00 00 00 00 00 00 00 00 00 00 00 0 |
|---|--|--------------------|-------------------|--|
|   | JOYSHANKAR SARKAR  | IN CONTRACTOR      | i mger Frint      | Signature                                |
|   | (Presentant ) Son of Late KAMAL SARKAR Date of Execution - 26/06/2024, Admitted by: Self, Date of Admission: 26/06/2024, Place of Admission of Execution: Office | Jun 26 2024 1:02PM | Captured          | Igner & hum.                             |
|   |  | 1:02PM             | LTI<br>26/06/2024 | 26/06/2024                               |

287, GANGULY BAGAN, City:- , P.O:- NAKTALA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX4, PAN No.:: BPxxxxxx5G, Aadhaar No: 45xxxxxxxx8685 Status: Representative, Representative of: JOYSHANKAR SARKAR (as PROPRIETOR)

#### Identifier Details:

| Name   | Photo      | Financia -   |            |
|--|------------|--------------|------------|
| BASUDEB PAUL   | · moto     | Finger Print | Signature  |
| Son of Late D C PAUL<br>ALIPORE, City:-, P.O ALIPORE, P.S:-<br>Alipore, DistrictSouth 24-Parganas,<br>West Bengal, India, PIN:- 700027 | 18         | Captured     | 584        |
| dentifier Of NITYA GOPAL GUHA,   | 26/06/2024 | 26/06/2024   | 26/06/2024 |

DPAL GUHA, ANITA ROY, BISWANATH GUHA, KASHI NATH GUHA, GOUTAM GUHA, JOYSHANKAR SARKAR

| SI.No  | From                  | To. with area (Name-Area)   |
|--------|-----------------------|---|
| 1      | NITYA GOPAL GUHA      | JOYSHANKAR SARKAR-1.31633 Dec   |
| 2      | ANITA ROY             | JOYSHANKAR SARKAR-1.31633 Dec   |
| 3      | BISWANATH GUHA        | JOYSHANKAR SARKAR-1.31633 Dec   |
| 4      | KASHI NATH GUHA       | JOYSHANKAR SARKAR-1.31633 Dec   |
| 5      | GOUTAM GUHA           | JOYSHANKAR SARKAR-1.31633 Dec   |
| Transf | er of property for S1 | JOYSHANKAR SARKAR-1.31633 Dec   |
|        | From                  | To. with area (Name-Area)   |
| 1      | NITYA GOPAL GUHA      | JOYSHANKAR SARKAR 40 00000  |
| 2      | ANITA ROY             | JOYSHANKAR SARKAR-40.00000000 Sq Ft                                       |
| 3      | BISWANATH GUHA        | JOYSHANKAR SARKAR-40.00000000 Sq Ft                                       |
| 1      | KASHI NATH GUHA       | JOYSHANKAR SARKAR-40.00000000 Sq Ft                                       |
| 5      | GOUTAM GUHA           | JOYSHANKAR SARKAR-40.000000000 Sq Ft JOYSHANKAR SARKAR-40.000000000 Sq Ft |

### Endorsement For Deed Number: I - 160310172 / 2024

#### On 26-06-2024

### 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

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

Presented for registration at 11:17 hrs on 26-06-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by

### 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

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

Execution is admitted on 26/06/2024 by 1. NITYA GOPAL GUHA, Son of KANAI LAL GUHA, 35A, NAKTALA ROAD, P.O. NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 2. ANITA ROY, Wife of Late NARENDRANATH ROY, 51/A, ARABINDA NAGAR, P.O. NAKTALA, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife, 3. BISWANATH GUHA, Son of KANAI LAL GUHA, 37/51, NAKTALA ROAD, P.O. NAKTALA, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 4, KASHI NATH GUHA, Son of KANAI LAL GUHA, 37/51, NAKTALA ROAD, P.O. NAKTALA. Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 5. GOUTAM GUHA, Son of KANAI LAL GUHA, 37/51, NAKTALA ROAD, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business

Indetified by BASUDEB PAUL, . . Son of Late D C PAUL, ALIPORE, P.O. ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 26-06-2024 by JOYSHANKAR SARKAR, PROPRIETOR, JOYSHANKAR SARKAR (Sole Proprietoship), 33B, D P P ROAD, City:-, P.O:- NAKTALA, P.S:-Patuli, District:-South 24-Parganas, West Bengal,

Indetified by BASUDEB PAUL. , Son of Late D C PAUL, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/06/2024 12:33PM with Govt. Ref. No: 192024250092333888 on 25-06-2024, Amount Rs: 21/-, Bank: SBI EPay ( SBIePay), Ref. No. 4120926710520 on 25-06-2024, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs Description of Stamp

1. Stamp: Type: Impressed, Serial no 73393, Amount: Rs.100.00/-, Date of Purchase: 20/06/2024, Vendor name: A K SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/06/2024 12:33PM with Govt. Ref. No: 192024250092333888 on 25-06-2024, Amount Rs: 9,920/-, Bank: SBI EPay ( SBIePay), Ref. No. 4120926710520 on 25-06-2024, 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 1603-2024, Page from 272113 to 272161 being No 160310172 for the year 2024.



Shan

Digitally signed by Debasish Dhar Date: 2024.06.28 18:12:49 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 28/06/2024 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.