

12457/24

T-12/19/24



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL
 22/7/24
 Q-2-1850972/24

Y 760790

certified that the document is admitted to registration. The signature, marks and the stamp of the registrar attached with the document are the part of this document.

[Signature]
 District Sub-Registrar-III
 Alipore, South 24-parganas

22 JUL 2024

-- DEVELOPMENT AGREEMENT --

THIS DEVELOPMENT AGREEMENT IS MADE ON
 THIS THE 22ND DAY OF JULY
 2024 (TWO THOUSAND AND TWENTY FOUR), A.D.

[Handwritten mark]

12013

18 JUL 2024

S.L. No..... Date.....
Rs.....
Name..... *Tapajit Ray*
Address..... *Alipore Judges Court, Kol-27*

ADVOCATE

SMRITI BIKASH DAS
Govt. Licence Stamp Vender
~~Alipore Police Court~~
Kol-27



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS, ALIPORE
22 JUL 2024

Identified by me,
Subhranjit Halder,
610 Manu sam Halder,
Alipore Judges' Court
Kolkata - 70027

BETWEEN

SMT. JHARNA DEY SARKAR (PAN DZTIPS 4667 E) wife of Sri Subhas De Sarkar, a Housewife, by religion Hindu, by nationality Indian, and residing at Boral Bhattacharjee Para, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District – South 24-Parganas, hereinafter called and referred to as the **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the context shall mean and include her heir/ s, successor/s, executor/s, administrator/s, legal and representative / s, assignee/s and person /s, deriving title under him) of the **FIRST PART**.

A N D

NIVANJALI CONSTRUCTION (PAN AATFN 7992 H), a Partnership Firm, having its office at Boral, Majher Para, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas and being represented by its Partners namely (1) SMT. SUTAPA DEY (PAN CAHPD 5975 J), wife of Sri Soumen Dey, by religion Hindu, by nationality Indian, by occupation Business and residing at Boral Majherpara, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas AND (2) SRI UDAY SARKAR (PAN BXYPS 7968 D), son of Late Anath Nath Sarkar, by religion Hindu, by nationality Indian, by occupation Business and residing at Boral Majherpara, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas AND (3) SRI SOUVIK DEY (PAN EDVPD 4685 N), son of Sri Soumen Dey, by religion Hindu, by nationality Indian, by occupation Business and residing at Boral Majher Para, Boral, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District : South 24 Parganas, hereinafter jointly called and referred to as the **DEVELOPER** (which term or expression unless excluded by or repugnant to the context shall mean and include its

Partners' heirs, successors, administrators, executors, legal representatives, assignees etc.)
of the SECOND PART.

WHEREAS the Land Owner have agreed to authorize and entrust the Developer herein-named to construct a multi storied building on the said land property more fully and particularly described in the FIRST SCHEDULE, according to the Plan which will be sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality and as per the following terms and conditions on which both the Parties have mutually agreed.

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

DEFINITION

- I} The "FIRST PARTY" shall mean and include the OWNER of the Land Property, which is more fully mentioned under the First Schedule hereunder written and her heirs and successors, representatives, executors.
- II} The "SECOND PARTY" shall mean and include the "DEVELOPER" and it's Proprietress's successors, representatives, executors and assignees.
- III} The said "PROPERTY OR LAND" shall mean ALL THAT the piece and parcel of Land measuring about 04 (Four) Cottahs, along with a temporary tile shed cemented structure measuring about 200 (Two Hundred) Sq. Ft., standing thereon, lying and situate within the District: South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), J.L. No. 61, Mouza Boral, appertaining to the L.O.P. No. 7, comprised under C.S. Plot No. 641 (Part), within the jurisdiction of the Rajpur Sonarpur Municipality, under Ward No. 34, being Holding No. 139, Boral - A, Kolkata -700154 and assessed under Assessment No. 1104302055108.

IV} “PROPOSED BUILDING” shall mean a G + III storied building, which is going to be constructed, on the said premises as mentioned above, to be sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality.

V} “THE PLAN” shall mean the said Building Plan, to be sanctioned, by the Competent Authority of the Rajpur Sonarpur Municipality, for the purpose of construction of a G + III storied Building over the land and shall include any amendments and modifications thereof.

VI} “THE ARCHITECT” shall mean any duly qualified person or persons, firm or firms, having proper License to undertake construction work to be appointed by the Developer for construction of the said Building in the said premises as per the Building Plan, duly sanctioned by The Rajpur Sonarpur Municipality.

VII} “THE SALEABLE AREA” shall mean the space in the said proposed Building available for independent use and occupation including common portions and / or common facilities (i.e. super built-up area).

BUILT – UP AREA shall mean Flat Area (including Partition Wall) along with proportionate share of the Staircase and Stair landing.

SUPER BUILT – UP AREA shall mean Built – Up Area along with all common areas and facilities.

VIII} “LAND OWNER’S ALLOCATION” shall mean the Land Owner / First Party will be provided the following allocation, out of the proposed (probably a G + III storied) building, which will be constructed, as per the Building Plan, to be sanctioned by the Rajpur Sonarpur Municipality, i.e.

- Residential Allocation:
 - a) 01 (One) Self Sufficient Residential Flat, at the First Floor, measuring about 500 (Five Hundred) Sq. Ft., Built Up Area ;
 - b) 01 (One) Self Sufficient Residential Flat, at the Second Floor, measuring about 500 (Five Hundred) Sq. Ft., Built Up Area AND

c) 01 (One) Self Sufficient Residential Flat, at the Third Floor, measuring about 500 (Five Hundred) Sq. Ft., Built Up Area;

– TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees ALONG WITH the common users, facilities, amenities, liabilities and common roof right.

AND

A lump-sum non- refundable amount of Rs. 16,50,000/- (Rupees Sixteen Lakh and Fifty Thousand) only out of which –

- Rs. 2,00,000/- (Rupees Two Lakh) only shall be paid by the Developer to the Land Owner herein named at the time of execution and registration of this Agreement;
- Rs. 5,00,000/- (Rupees Five Lakh) only shall be paid by the Developer to the Land Owner herein named on or before getting the necessary Building Sanction Plan and
- Rs. 9,50,000/- (Rupees Nine Lakh and Fifty Thousand) only shall be paid by the Developer to the Land Owner herein named in three intallments but before handing over the Land Owner's Allocation to the Land Owner herein – named.

IX} “DEVELOPER’S ALLOCATION” shall mean the remaining constructed area, to be constructed out of the proposed (probably a G + III storied) building, which will be constructed, as per the Building Plan, to be sanctioned by the Rajpur Sonarpur Municipality, – TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at her own cost or at the cost of his nominees ALONG WITH the common users, facilities, amenities, liabilities and common roof right.

X) "COMMON PARTS, USERS AND FACILITIES" shall mean and include common passage, common users, staircase – cum – landing, equipments and accessories for common use and enjoyment.

XI) "PROPORTIONATE SHARE" means the share which is agreed to be fixed Owner's and Developer's shares respectively in the land, on the basis of the respective allocation.

DETAILS OF THE TITLE OF THE LAND

WHEREAS one Ashoke Bose alias Ashoke Kumar Bose (son of Late Nagendra Nath Bose) and Jharna Dey Sarkar (daughter of Late Nagendra Nath Sarkar), became the joint and absolute Owners and Possessors of ALL THAT the piece and parcel of Land measuring about 04 (Four) Cottahs, along with a temporary tile shed cemented structure measuring about 200 (Two Hundred) Sq. Ft., standing thereon, lying and situate within the District: South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), J.L. No. 61, Mouza Boral, appertaining to the L.O.P. No. 7, comprised under C.S. Plot No. 641 (Part), by virtue of execution and registration of this Indenture of Gift dated 19.02.2008, duly executed by the Additional District Magistrate, South 24 Parganas, Alipore on behalf of then Governor of the State of West Bengal and registered at the Office of the Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No. I, from 53 to 56 Pages and being Deed No. 14 for the year 2008.

On and from the date of execution and registration of the said Indenture of Gift, the said Ashoke Bose alias Ashoke Kumar Bose and Jharna Dey Sarkar started to possess and enjoy the same jointly and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS during their joint, absolute and peaceful possession and enjoyment of the said property, the said Ashoke Bose alias Ashoke Kumar Bose being

one of the co-owners of the said Property, have voluntarily gifted and / or transferred ALL THAT the undivided and un-partitioned half share and interest of land measuring about 02 (Two) Cottahs out of the entire First Schedule mentioned Property, to and in favour of Smt. Jharna Dey Sarkar (the Land Owner herein named), by virtue of execution and registration of the Deed of Gift (Danpatra Dalil) dated 04.12.2021. The said Deed has been registered at the Office of the District Sub Registrar – III at Alipore and recorded in Book No. I, Volume No. 1603-2022, from 1351 to 1370 Pages and being Deed No. 160312690 for the year 2021.

AND WHEREAS in pursuance of the said Deed of Gift, the Jharna Dey Sarkar (the Land Owner herein named) became the sole and absolute Owner and Possessor of the entire First Schedule mentioned Property and started to possess and enjoy the same solely and absolutely and without any disturbances and / or hindrances from any corner and also mutated her name in the books and records of the Rajpur Sonarpur Municipality under Ward No. 34 and the said Property has started to be known and numbered as the Holding No. 139, Boral – A, Kolkata 700154 and assessed under Assessment No. 1104302055108 and thereby started to pay its taxes and rents regularly.

During her such sole, absolute and peaceful possession and enjoyment of the said property, the said Jharna Dey Sarkar being the Land Owner herein-named, for the purpose of better utilization of the property and to gain something more out of her property, have decided to raise a multi – storied building there on his First Schedule mentioned land property, but not having so much fund, man power and set-up, time to endeavor, as also with the intention to materialize his desire through a Developer, she has decided to entrust the above-named SUTAPA DEY, UDAY SARKAR AND SOUVIK DEY, being the Partners of NIVANJALI CONSTRUCTION, to raise a multi – storied building there on her First Schedule mentioned land property, under some specific terms and conditions.

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

TITLE ENTITLEMENT AND COVENANTS THEREOF:-

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

EXCAVATION, DEVELOPMENT AND COVENANTS THEREOF:-

- i) After execution and registration of instant Agreement, the Land Owner shall put the Developer into Joint possession with her in the said premises and the Land Owner does hereby authorize the Developer for Development and construction of the proposed building for RESIDENTIAL purpose contemplated these presents and after completion of the proposed building, as per the Building Plan, to be sanctioned, by the Competent Authority of the Rajpur Sonarpur Municipality, the Developer will deliver the possession to the Land Owner of her allocation by issuing Letter of Possession more fully stated in THE SECOND SCHEDULE herein below and the Developer will be free from her obligation after handing over the Owner's Allocation to the Land Owner.

- ii) The Developer herein may enter into any Construction Agreement unto any person, organization or firm for development of this property.
- iii) The debris, which will be realized by demolishing the existing structure, will be realized exclusively by the Developer and the Developer shall provide shifting charges at the rate of Rs. 6,000/- (Rupees Six thousand) only for alternative accommodation to the Land Owner herein but the said shifting shall be given after getting the necessary building sanction plan and after getting intimation by the Developer, whichever is later.
- iv) After completion of the proposed building, The Land Owner shall take the possession of her Allocation within 30 days from the date of intimation by the Developer.
- v) The Developer hereby undertakes to complete the construction of the proposed building in accordance with the Plan, to be sanctioned by the authorities consisting of Flats, Shop Rooms, Car Parking Spaces and common portions etc. at the costs of the Developer and/or at the cost of the proposed buyers by taking advance from them against respective Agreement for Sale.
- vi) After completion of construction of the proposed building, the Developer shall be entitled to complete the sale of the Flats, Shop Rooms, Car Parking, etc., to the intending Purchaser / s out of it's allocation, together with proportionate share in the land of the said premises by virtue of Registered Deed of Conveyance to be executed by the Land Owner herein through the Developer, being her constituted Attorney, in favour of the intending Purchaser / s to be confirmed by the Developer herein. It is to be mentioned here that the Land Owner herein will be under strict obligation to take the delivery of the possession of her Allocation within 30 (Thirty) days from the date of intimation, to be made by the Developer.
- vii) The Developer shall submit the Building Plan with its modification and / or alteration, if any, to The Rajpur Sonarpur Municipality and / or to the appropriate authority for its modifications or approval in the name of the Land Owner for completing construction of the said proposed building at the said premises expeditiously and without any delay with due consent and prior approval of the Land

Owner and the Architect herein and all expenses thereto shall be borne by the Developer. In this context, it is to be mentioned here that if the Land Owner will make any modifications or alteration out of her allocation, after getting the required Building Plan, sanctioned from the Competent Authority of The Rajpur Sonarpur Municipality, then the Land Owner have to bear the expenses for regularization of the same.

viii) The Developer will be under the obligation to raise the construction of the proposed building, as per the Building Plan, to be sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality, but during the process of construction, if the Developer will make any deviation, addition and/or alteration, subject to the approval of the Engineer and/or Architect, engaged for the Project and the same must be approved and/or regularized by the Competent Authority of the Rajpur Sonarpur Municipality, at the costs and responsibilities of the Developer.

ix) All applications, plans, papers and documents referred hereinabove for the purpose of obtaining the necessary modification of the building plan/plans for construction of the proposed building, shall be submitted by the Developer in the name of the Land Owner PROVIDED always that, the Developer shall be exclusively liable to bear all such expenses and on behalf of the Land Owner, the Developer shall make all payments and / or deposits to the appropriate or Concerned Authority.

x) The Land Owner shall render all reasonable assistance to the Developer necessary for applying and/or obtaining quotas, permissions, clearance, approvals from the Authority or Authorities concerned and other Authorization required to sign, make, file, amend, prosecute withdraw and/or to follow up the same and/or do all other acts deeds matters and things necessary for such purpose.

xi) The Land Owner and the Developer shall abide by all the terms and conditions contained herein and the Rules and Regulations of the Authorities concerned for its implementation as the case may be and shall attend to answer them.

xii) Any outstanding payment of rents, rates and taxes etc. before the Competent Authority of the Rajpur Sonarpur Municipality will be the responsibility of the Land Owner and the responsibility of regularization of the property in respect of the B.L. &

L.R.O. for the purpose of materialization of the project will be the responsibility of the Developer but all the costs and expenses shall be borne by the Land Owner herein and the Land Owner shall also assist in all respect towards the same, the Developer will make payment of all payables in respect of the Project during the continuation of the Project and only after getting the possession letter of the Allocation of the Land Owner, the Land Owner will become duty bound to pay the proportionate share of all payables in respect of her allocation.

xiii) That the Developer shall take all necessary steps to pay all taxes and the outstanding Government Revenue and all other outgoings thereto from the date of handing over possession of the said premises till the date of delivery of the Land Owner's Allocation.

xiv) The Developer will be at liberty to put its names anywhere in the property by fixing board or by any other method for the purpose of advertisement or to bring the notice of the General Public about the construction and the Land Owner and / or her respective nominee or nominees will never obstruct in that case, unless the same in any way hurts anybody's interest.

xv) That the Land Owner shall have full right and liberty to inspect all the building materials, sanitary goods, electrical fittings and fixtures, etc. which are to be used for construction of the proposed building.

PROPOSED CONSTRUCTION AND COVENANTS THEREOF:

i) After execution of this Agreement, the Developer shall construct the said proposed building in workmanship like manner in accordance with the Building Plan, to be sanctioned by the Rajpur Sonarpur Municipality with standard building materials and facilities and in conformity with the Building Rules.

ii) The Developer shall be authorized in the name of the Land Owner in so far as it necessary to apply for and obtain quota, entitlement and other allocation for cement, steel, bricks and other materials allocable to the Land Owner for the construction of the proposed building and similarly to apply for and obtain temporary and/ or permanent

connections of Electricity and Water Supply, if any, necessary for the construction of the proposed building and for all commission and omission in respect of the above, the Developer shall remain responsible and liable.

iii) Barring force majeure and / or circumstances beyond its control i.e. flood, earthquake, cancellation of plan, delay in availability of building materials under quota, strike, change in Government policies, any legal or other litigation, the Developer will complete the construction of the said proposed building in the said premises expeditiously within 24 (Twenty Four) calendar months from the date of the sanction of building plan from the Rajpur Sonarpur Municipality, failing which the time for completion of the Building may be extended for a further 06 (Six) months.

iv) The Certification of the Architect so appointed in respect of the quality of the material used in the said building shall be final and binding to the Land Owner as well as the Developer subject to the further inspection of the concerned authority of the Rajpur Sonarpur Municipality.

v) The Developer, after execution of this document, shall regularize the papers and / or documents in respect of the said property before the Competent Authority of the Rajpur Sonarpur Municipality and the Developer shall regularize the papers and documents of B.L. & L.R.O. and shall also have to get the necessary Mutation and Conversion Certificate, but the Land Owner shall have to bear all the expenses and co-operate for the same, if required.

CONSIDERATION AND COVENANTS THEREOF:

i) All costs of construction as to be so incurred by the Developer on behalf of the Land Owner shall be deemed to be the payment made by the Land Owner towards the consideration for the permission given by the Land Owner to utilize her land for construction of the proposed building and for the cost of the construction of the Land Owner's allocation in the said proposed building in its habitable conditions and upon making all arrangements to put the Land Owner in occupation in her allocated portion together with proportionate share in the land and the common areas and facilities

available in the said proposed Building and the Certificate of the Architect so appointed regarding the completion thereof shall be final and binding upon the parties hereto.

ii) For the part of the Developer's Allocation as aforesaid in the said proposed building, the Developer shall be entitled to charge a remuneration out of costs for construction to be collected from the proposed buyers of the entire saleable area out of his allocation in the proposed building to be constructed by the Developer at its own costs and / or at the expenses of the proposed buyers or expected buyers of the flats, garages, spaces, etc., and the Land Owner shall not interfere with the Developer's fixing any rate for construction of the proposed flats, garages, spaces, etc., within her allocated portion to the respective Purchaser/s of the said flats and spaces and also shall not be entitled to claim any portion thereof.

iii) That all the expenses in respect of searching and investigation of title of the said premises, documentation, execution and registration thereof shall be borne and paid by the Developer solely.

COMMON FACILITIES AND LIABILITIES AND COVENANTS THEREOF.

i) After the execution of this Agreement, all taxes and other outgoings in respect of the said property shall be paid and borne by the Developer and there after the Developer shall be liable to pay in proportion for the undelivered and unsold flats out of her allocation.

ii) As and from the date of handing over the physical possession of the Land Owner's Allocation of the flats, etc., to the Land Owner, the Land Owner shall be responsible to pay and bear all rates, taxes, service charges etc., for the common facilities / portions of his allocated portion in the proposed building proportionately and for flats wholly and for the saleable space, under the Allocation of the Developer, as kept by the Developer, the Developer shall be liable for payment of the same in the above manner.

COMMON USE AND ENJOYMENT AND COVENANTS THEREOF:

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

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

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

Purchaser /s in respect of the Developer's Allocation and/or any part thereof and may receive the consideration amount and/or any portion thereof from the intending Purchaser/s at the risk and responsibility of the Developer.

v) The Land Owner shall at the request of the Developer, execute and register, before the Competent Authority, the required General Power of Attorney, in favour of the Developer, on the strength of which the Developer will become eligible to execute the required Deed or Deeds of Sale of any flat/s or any portion of the said building from the Developers' allocation to every intending or prospective buyer or buyers, on behalf of the Owners and the Developer shall join the said Deed as Developer / Confirming Party.

vi) The Developer shall have absolute right to sell, lease or utilize the entire portion of the said proposed building except the Owner's allocation in lieu of and/or as and by way of cost of construction along with the remuneration of the Developer for the construction of the building, described in the THIRD SCHEDULE only and the said Developer shall be liable to pay all taxes and outgoings including Income tax thereof for their transfers and/or assignments.

vii) The Land Owner shall not claim any part of the consideration as may be mentioned in the proposed Deed of Sale in respect of the Developer's allocation to be executed by the Land Owner and the Developer, in favour of any buyer of any flat or any portion thereof together with proportionate share or interest in the land and the Developer shall be entitled to appropriate the entire sale proceeds of the said sale.

viii) The consideration money which will be mentioned in the Deed of Sale executed by the Owner, through his constituted Attorney, in favour of the buyer and/or transferee out of the Developer's allocation or any portion thereof, shall not be treated or considered under any circumstances as income of the Land Owner and the Land Owner shall not be liable to pay any tax in respect of the said money. Subject to the aforesaid, the Land Owner and/or his constituted Attorney shall be liable to execute the Deed of Conveyance for transfer in favour of the prospective buyer or buyers the proportionate share or Interest in the land only.

- ix) The Developer shall not be entitled to claim any money from the Land Owner for the construction of the said building and also for Land Owner's allocation.
- x) The Land Owner does hereby authorize and fully empower the Developer to prepare and to do all acts, deeds and things which will be necessary to be done by the Land Owner for construction of the building, upon the land described in the FIRST SCHEDULE hereunder written pursuant to this Agreement only and in that respect the LAND OWNER shall execute and register the necessary General Power of Attorney in favour of the Developer to do all the acts, deeds and things in respect of his disposal and execution of the Deeds by the Developer for and on behalf of the Owner as his Attorney, but the right and power of disposal and execution of the Deed / s will be in respect of the Developer's Allocation only.
- xi) It is to be mentioned here that during the period of construction, God forbids, if anything happens to the Land Owner herein, then the Legal heir of the Land Owner i.e. Smt. Munmun Ray shall execute a fresh Agreement and Power of Attorney in favour of the Developer under the same terms and conditions.
- xii) After execution and registration of the Development Agreement and Development Power of Attorney the Land Owner herein shall evict the existing tenant from the First Schedule mention property and thereafter the Developer shall sanction the Building plan and shall proceed with the Development work.
- xiii) All payments made by the Developer to the Land Owner herein shall be paid after deducting the TDS and the Developer shall provide the TDS Certificate, if any, to the Land Owner herein.
- xiv) The Land Owner shall be bound to pay her GST for her allocation to the Developer on or before handing over the Land Owner's Allocation.
- xv) If any dispute or differences arises between the parties for the implementation of the terms of this agreement or regarding the interpretation of the language of this Agreement or in respect of any of the terms of this Agreement, the parties shall refer the same to any Arbitrator, the parties hereto both do hereby nominate in consensus, whose decision in resolving the matter in dispute shall be binding upon the parties hereto and

each of them undertake to abide themselves by such decision and all dispute between the parties herein shall be governed by the Arbitration and Conciliation Act, 1996. It is to be mentioned here that in case of dissatisfaction and/or disagreeing by the Parties, they or any of them may seek any other relief from any Jurisdictional Court of Law for proper relief on the basis of any applicable Law/s in force.

xvi) In case of natural calamity or change of the law or any unforeseen circumstances, not for any act or negligence arising out of the works of the Developer, if the construction of the building will not be completed within the stipulated time or the construction is delayed the time will be extended by the parties on mutually agreed terms as aforesaid.

xvii) The Land Owner shall under no circumstances create any impediment or obstruction to the smooth construction of the building as per the building plan to be sanctioned by the Rajpur Sonarpur Municipality and render all possible co-operations but the Land Owner shall have access to the construction site for inspection of the progress of the work and in case of any untoward incident or violation of the terms of the Agreement, the Land Owner will become entitled to take necessary action for the same.

xviii) It is hereby agreed that the Developer is under the obligation to pay up-to-date all the dues and arrears, in respect of the property Rajpur Sonarpur Municipality tax and the Developer shall pay all rent, rates and taxes to the Concerned Authorities after taking the physical possession of the said land property and upon delivery of the possession of the respective portion and/or portions after issuing Letter of Possession and/or executing Sale Deed and/or Deeds to the respective Owner and/or Owners the liability of paying all kinds of rates and/or taxes and/or other outgoing liabilities in respect of the said proposed building will proportionately devolve upon the respective Owner/s. In the process if the Developer pays any excess amount to The Rajpur Sonarpur Municipality and/or any other Authority and/or Authorities concerned in course of construction of building on the said property in the name of the Land Owner, then the Developer shall be entitled to have the amount refunded by her own name and to enable that the Land

Owner or his appointed or nominated person/s will stand ready to execute any legal document and/or documents and/or to act without raising any objection or requisition.

xix) The Land Owner does hereby give license and permission to the Developer and/or his representative/s, to enter upon the said property described in the Schedule written below or any part thereof as aforesaid with full right and authority to commence, carry on and complete the said construction work thereon in accordance with the permission herein given.

xx) The Land Owner or her appointed or nominated person/s will be under the obligation to sign and execute from time to time the papers and the necessary applications for layouts, sub-division, construction of the building for the approval by the Rajpur Sonarpur Municipality or other Authorities but all the costs, charges and expenses including the charges for Architect in this connection shall be borne and paid by the Developer and he shall hereby indemnify and keep indemnified the Land Owner from and against all the actions, suits, proceedings, fines, penalties, fees and all costs, expenses, charges and damages incurred and/or suffered by the Land Owner.

xxi) If necessary, the Land Owner or her nominated or constituted person/s will be under the obligation to sign all the application or papers for seeking necessary permission and sanction by the Competent Authority of the State Govt. under the provisions of the Urban Land (Ceiling and Regulation) Act, of 1976 for the transfer of the said property described in the Schedule hereunder written either by one Deed or as many deeds as required in favour of the Competent Person. However, it will be the responsibility of the Developer to file application and/or applications with the Concerned Authorities and pursue the said application/s and obtain the said permission of the State Government and/or Competent Authority at its own costs, expenses, charges and risks.

xxii) The Land Owner have not agreed, committed or constructed or entered into any Agreement including Agreement for Sale or Lease in respect of the said property with any other Firm or company other than this Developer and that he has not created any mortgage, charge or any other encumbrances of the said property as mentioned herein.

xxiii) The Land Owner have not done any act, deed, matter or thing whereby or by reason whereof, the Development of the said property may be prevented or affected in any manner whatsoever.

xxiv) The Land Owner have not received any notice from the Government nor from any local body or authority or body nor have any type of notice been served upon her.

xxv) Each and every document about or involving the said property will be prepared by the Advocate for the Developer and approved by the Land Owner herself or her Attorney or her Advocate. Each and every part of this Agreement should bear her respective Advocates' fees from their respective pocket / fund.

xxvi) Simultaneously with the execution of this Agreement the Land Owner shall deliver all the original documents relating to the right, title, interest and possession of her in the said property and the Developer will grant proper receipt to that effect and the Land Owner undertakes to hand-over all such other original documents to the Developer. It is assured by the Land Owner that she will give marketable title to the said property relating to the Schedule below and in the event of any disputes over such property the Land Owner will resolve and settle the same at her own cost and expenses but if required the Developer will co-operate the Land Owner keeping herself within the jurisdiction of Law.

xxvii) The Developer and her men, agents, engineers, architects, masons, labours, contractors will have free access at the said premises and will take all necessary steps/actions required for implementation of the project by construction of Building on the said property, inviting buyers by putting on banners and advertisement in respect of its allotted portion and also by publication in the paper. And the Land Owner will not raise any objection or put any question or ask anything for the same if not prejudiced in any way.

xxviii) The Land Owner further undertake to execute a Power of Attorney in favour of the Developer simultaneously with the execution of this Agreement or afterwards when required conferring authority to dispose of the Developers' allocated portion in the said building by executing and registering Deeds of Sale in favour of intending buyers.

xxix) The amount realized by the sale proceeds of the Developers' allocation along with the proportionate land interest and common rights and facilities will be considered as consideration money and will get adjusted against the cost of construction of the building and also remuneration for preparation of plans, costs and fees for sanction of the same and other miscellaneous expenses incurred by the Developer (i.e., the same will be adjusted against her account).

xxx) In case of death of any of the Parties under this Agreement, the legal heirs and/or successor-in-interest will be substituted as the party and he or she or they will be bound to regard and fulfill the terms and conditions set-forth in the instant Agreement.

xxxii) The Developer shall indemnify and keep indemnified the Land Owner against all losses, damages, costs, charges and expenses that will be incurred by or suffered by the Land Owner arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction and vice-versa will happen due to any claim made by any Third Party in respect of the title or possession of the property or otherwise howsoever.

xxxiii) The Developer shall be entitled to enter into separate contracts in her own name with building contractors, architect and others for carrying out the said constructional work at her own risk and costs.

xxxiiii) If any accident or mishaps occurs during the construction of the building, the Developer shall be solely liable for the same and in any circumstances; the Land Owner shall not have any liability.

xxxv) If any Supplementary Agreement will be executed subsequently (in connection with this Agreement or with this Project) then that must be considered as the part and parcel of the instant Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE LAND PROPERTY)

ALL THAT the piece and parcel of Land measuring about 04 (Four) Cottahs, along with a temporary tile shed cemented structure measuring about 200 (Two

Hundred) Sq. Ft., standing thereon, lying and situate within the District: South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), J.L. No. 61, Mouza Boral, appertaining to the L.O.P. No. 7, comprised under C.S. Plot No. 641 (Part), within the jurisdiction of the Rajpur Sonarpur Municipality, under Ward No. 34, being Holding No. 139, Boral - A, Kolkata -700154 and assessed under Assessment No. 1104302055108.

The Property is located near Bhattacharjee Para Road, Kolkata 700154.

The property is butted and bounded by:

ON THE NORTH : 20'-00" wide Pucca Common Passage;

ON THE SOUTH : L.O.P. No. 8;

ON THE EAST : L.O.P. No. 10;

ON THE WEST : L.O.P. No. 6.

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

The LAND OWNERS' ALLOCATION shall mean the Land Owner / First Party will be provided the following allocation, out of the proposed (probably a G + III storied) building, which will be constructed, as per the Building Plan, to be sanctioned by the Rajpur Sonarpur Municipality, i.e.

- Residential Allocation:
 - a) 01 (One) Self Sufficient Residential Flat, at the First Floor, measuring about 500 (Five Hundred) Sq. Ft., Built Up Area ;
 - b) 01 (One) Self Sufficient Residential Flat, at the Second Floor, measuring about 500 (Five Hundred) Sq. Ft., Built Up Area AND

- c) 01 (One) Self Sufficient Residential Flat, at the Third Floor, measuring about 500 (Five Hundred) Sq. Ft., Built Up Area;

-- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees ALONG WITH the common users, facilities, amenities, liabilities and common roof right.

AND

A lump-sum non- refundable amount of Rs. 16,50,000/- (Rupees Sixteen Lakh and Fifty Thousand) only out of which –

- Rs. 2,00,000/- (Rupees Two Lakh) only shall be paid by the Developer to the Land Owner herein named at the time of execution and registration of this Agreement;
- Rs. 5,00,000/- (Rupees Five Lakh) only shall be paid by the Developer to the Land Owner herein named on or before getting the necessary Building Sanction Plan and
- Rs. 9,50,000/- (Rupees Nine Lakh and Fifty Thousand) only shall be paid by the Developer to the Land Owner herein named in three installments but before handing over the Land Owner's Allocation to the Land Owner herein – named.

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

The "DEVELOPER'S ALLOCATION" shall mean the remaining constructed area, to be constructed out of the proposed (probably a G + III storied) building, which will be constructed, as per the Building Plan, to be sanctioned by the Rajpur Sonarpur Municipality, -- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees ALONG WITH the common users, facilities, amenities, liabilities and common roof right.

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

1. Boundary walls, parapet walls, common drain, sewerage system, roof and common spaces.
2. Common Staircase.
3. Underground water reservoir, septic tank, overhead tank.
4. Room for Electric Meter and Pump motor.
5. Main entrance gate from public road to the said proposed building.
6. Entrance passage of the building to be the common entrance from Public Road to proposed building.
7. Water connection pipe lines.
8. Common egress and ingress to the other parts of the said proposed building.
9. Lift, Lift well, Lift lobby.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(GENERAL SPECIFICATION)

STRUCTURE: The structure will be a R.C.C. Structure made up with all types of standard materials and JSW, Captain and Elegant Steel will be provided.

WALLS: All the inner & outer walls would be made up with bricks and composition of medium course sand and good quality cement as available in the market such as Ambuja / Jindal. The thickness of exterior walls will be 8" and the thickness of the inner walls will be 3" and the thickness of the common walls will be 5".

FLOORING: All the floors (i.e. of rooms, verandah, kitchen & bathroom) will be made by Vitrified Tiles, Dining cum Drawing with Vitrified Tiles and the Staircases landing will be made by Marble and 4" Skirting.

KITCHEN: Kitchen will be provided with Vitrified Tiles on Floor and dado finish with Glazed Tiles up to window and / or Door Seam Height from Normal Granite over the

Black Stone Cooking Top having front molding and one Steel Sink of 16" x 20" will be provided therein and 2 tap connections will be there in the kitchen.

BATHROOM: In all the Toilets and W.C. Anti - Skid Vitrified Tiles floor and Dado finish with white glaze tiles of 8"x12" up to the level of 5" height from the floor as per the height from the lowest level of the floor top of the Bathroom. All the Bathrooms will be provided with Western Style White coloured Commode (European) types P with low down P.V.C Shower, one Towel rail rod of 2'-0" length and 1/4" dia round only white colour 12"x18" basin would be provided in living cum dining room with one towel ring of aluminium.

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

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

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

ELECTRICAL FITTINGS & FIXTURES: Each of the Bed & Dining rooms will be provided with 02 numbers of Light points, 01 number of fan point and 01 number of 5 Amp. Plug point and 01 AC Point;

The Dining Room will be provided with 02 numbers of Light Point, 02 numbers of fan point and 04 numbers of 5 Amp. Plug Point and 01 number of Calling Bell and 01 number of Cable Point;

The kitchen will be provided with 01 light point, 03 numbers of 5 Amp. Plug Point, 01 number of 15 Amp. Plug Point and the bathrooms will be provided with 01 light point and 01 exhaust fan point and one Geyser Point and the W.C. will be provided with 01 light point and 01 exhaust fan point.

The Balcony will be provided with 01 Light Point and 01 Fan Point and 01 05 Amp. Plug Point.

The responsibility for installation of the main / common Electric Meter will be with the Developer i.e. the Second party herein but, the cost of the same shall be proportionately share / borne by the Occupiers / purchasers / Land Owner proportionately.

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

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

OVERHEAD TANK: The overhead tank will be of RCC Structure.

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

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

LIFT: A branded good quality 04 (Four) Passenger Lift will be provided.

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

One main Meter will be provided in the building.

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

Proportionate share of charges for Main Meter to be borne by the Developer and Purchaser/s and the Land Owner herein named individually.

: NOTE :

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

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1) *Munmun Roy*
Sovanik Ray
Vill + Po. Bangarua
PS Nodakhali
Distt. 24 Pgs(S)
Pin . 743318

L
T
I
of
Jharna Ray Sarkar
Identified by me :
Subhrajit Halder.



SIGNATURE OF THE LAND OWNER

(2) *Subhrajit Halder*
Advocate
5/0 Manu ram Halder
Alipore Judges' Court
Kolkata - 700027

NIVANJALI CONSTRUCTION
Vidya Sarkar
Partner

NIVANJALI CONSTRUCTION
Sovanik Roy
Partner

NIVANJALI CONSTRUCTION
Sutapa Dey
Partner

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:

Sopajit Dey
Advocate

Alipore Judges' Court,
Kolkata- 700027. F-1180/1550/2009.



RECEIPT

RECEIVED from the Developer a sum of Rs.2,00,000/- (Rupees Two Lakh) only, as per the Memo below:-

MEMO OF CONSIDERATION

↓ Paid by Demand Draft being No. 000649, dated 18.07.2024,
Drawn on Bandhan Bank, Boral (Garia) Branch. ... Rs. 2,00,000/-

Total ...

Rs. 2,00,000/-

(Rupees Two Lakh) only

WITNESSES:

(1) Munim Reey
Sourav Roy
Vill + Po. Bangaria
Ps. Nodakhali
Dist. 24 Pgs (S)
Pin. 743318.

L
T
T
of
Inanna Day Sarkar
Identified by me:
Subhrajit Halder

(2) Subhrajit Halder
Advocate.
Alipore Intgu' Court
Kolkata - 700027

SIGNATURE OF THE LAND OWNER



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

NAME - UDAY SARKAR

SIGNATURE *Uday Sarkar*



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

NAME - SOUVIK DEY

SIGNATURE *Souvik De*



L
T
I of Jharna Deo
Sarkar. Identified
by me:

Subhrajit Halder.

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

NAME - JHARNA DEY SARKAR



SIGNATURE

I of Jharna Deo Sarkar. Identified by me: Subhrajit Halder



Sut
pa Deo

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

NAME - SUTAPA DEY

SIGNATURE. Sutapa Deo



IDENTITY CARD

ALIPORE BAR ASSOCIATION

(AFFILIATED UNDER BAR COUNCIL OF WEST BENGAL)

KOLKATA - 700 027

PHONE : CIVIL : 2479-9335/7330, CRIMINAL : 2479-1477

Card No. : **IC/3308**



Name **SUBHRAJIT HALDER, Advocate**

Father's/husband's Name **Mantu Ram Halder**

W.B. Bar Council Enrollment No.: **F/2522/2321/2023**

Sudip Bhaumick

.....
(SUDIP BHAUMICK)
Secretary

Major Information of the Deed

Deed No :	I-1603-12119/2024	Date of Registration	22/07/2024
Query No / Year	1603-2001850972/2024	Office where deed is registered	
Query Date	13/07/2024 1:29:40 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	TAPAJIT ROY ALIPORE JUDGES COURT, KOLKATA, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9330089897, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 1,10,000/-	Rs. 48,60,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 2,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Bhattacharjee Para Road, Mouza: Boral, , Ward No: 34, Holding No:139 JI No: 61, Pin Code : 700154

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-641 (RS :-)	LR-7	Bastu	Bastu	4 Katha	1,00,000/-	48,00,002/-	Width of Approach Road: 20 Ft.,
Grand Total :					6.6Dec	1,00,000 /-	48,00,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	10,000/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	10,000 /-	60,000 /-	



Land Lord Details :







SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt JHARNA DEY SARKAR, (Alias: Smt JHARNA DE SARKAR) Wife of Shri SUBHAS DE SARKAR Executed by: Self, Date of Execution: 22/07/2024 , Admitted by: Self, Date of Admission: 22/07/2024 ,Place : Office	 <small>22/07/2024</small>	 Captured <small>LTI 22/07/2024</small>	L of Jharina Deey Sarkar I Identified by me Subhasish Sarkar <small>22/07/2024</small>
BORAL BHATTACHARJEE PARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX7 , PAN No.:: dzxxxxxx7e,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/07/2024 , Admitted by: Self, Date of Admission: 22/07/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	NIVANJALI CONSTRUCTION BORAL MAJHER PARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Date of Incorporation:XX-XX-2XX1 , PAN No.:: AAxxxxxx2H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt SUTAPA DEY Wife of Shri SOUMEN DEY Date of Execution - 22/07/2024, , Admitted by: Self, Date of Admission: 22/07/2024, Place of Admission of Execution: Office	 <small>Jul 22 2024 3:15PM</small>	 Captured <small>LTI 22/07/2024</small>	Sutapa dey <small>22/07/2024</small>
BORAL MAJHER PARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: CAxxxxxx5J,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NIVANJALI CONSTRUCTION (as PARTNER)				

2	Name	Photo	Finger Print	Signature
	Shri UDAY SARKAR Son of Late ANATH NATH SARKAR Date of Execution - 22/07/2024, , Admitted by: Self, Date of Admission: 22/07/2024, Place of Admission of Execution: Office	 <small>Jul 22 2024 3:14PM</small>	 <small>LTI 22/07/2024</small>	 <small>22/07/2024</small>
BORAL MAJHER PARA, 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, Date of Birth:XX-XX-1XX0 , PAN No.:: BXxxxxxx8D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NIVANJALI CONSTRUCTION (as PARTNER)				
3	Name	Photo	Finger Print	Signature
	Shri SOUVIK DEY (Presentant) Son of Shri SOUMEN DEY Date of Execution - 22/07/2024, , Admitted by: Self, Date of Admission: 22/07/2024, Place of Admission of Execution: Office	 <small>Jul 22 2024 3:13PM</small>	 <small>LTI 22/07/2024</small>	 <small>22/07/2024</small>
BORAL MAJHER PARA, 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, Date of Birth:XX-XX-1XX9 , PAN No.:: EDxxxxxx5N,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NIVANJALI CONSTRUCTION (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUBHRAJIT HALDER Son of Mr MANTURAM HALDER ALIPORE JUDGES COURT, City:- , P.O:- ALIPORE, P.S.-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027	 <small>22/07/2024</small>	 <small>22/07/2024</small>	 <small>22/07/2024</small>
Identifier Of Smt JHARNA DEY SARKAR, Smt SUTAPA DEY, Shri UDAY SARKAR, Shri SOUVIK DEY			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt JHARNA DEY SARKAR	NIVANJALI CONSTRUCTION-6.6 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt JHARNA DEY SARKAR	NIVANJALI CONSTRUCTION-200.00000000 Sq Ft

Land details as per Land Record

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Bhattacharjee Para Road.
Mouza: Borai, . Ward No 34, Holding No:139 JI No: 61, Pin Code : 700154

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 641, LR Khatian No:- 7		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 160312119 / 2024

On 22-07-2024

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

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

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

Presented for registration at 13:42 hrs on 22-07-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri SOUVIK DEY ,,

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 48,60,002/-

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

Execution is admitted on 22/07/2024 by Smt JHARNA DEY SARKAR, Alias Smt JHARNA DE SARKAR, Wife of Shri SUBHAS DE SARKAR, BORAL BHATTACHARJEE PARA, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession House wife

Indetified by Mr SUBHRAJIT HALDER, , , Son of Mr MANTURAM HALDER, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-07-2024 by Smt SUTAPA DEY, PARTNER, NIVANJALI CONSTRUCTION (Partnership Firm), BORAL MAJHER PARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154

Indetified by Mr SUBHRAJIT HALDER, , , Son of Mr MANTURAM HALDER, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 22-07-2024 by Shri UDAY SARKAR, PARTNER, NIVANJALI CONSTRUCTION (Partnership Firm), BORAL MAJHER PARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154

Indetified by Mr SUBHRAJIT HALDER, , , Son of Mr MANTURAM HALDER, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 22-07-2024 by Shri SOUVIK DEY, PARTNER, NIVANJALI CONSTRUCTION (Partnership Firm), BORAL MAJHER PARA, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154

Indetified by Mr SUBHRAJIT HALDER, , , Son of Mr MANTURAM HALDER, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,053.00/- (B = Rs 2,000.00/- ,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 2,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/07/2024 11:31PM with Govt. Ref. No: 192024250130775978 on 21-07-2024, Amount Rs: 2,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 8503711265340 on 21-07-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 12013, Amount: Rs.1,000.00/-, Date of Purchase: 18/07/2024, Vendor name: S B DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/07/2024 11:31PM with Govt. Ref. No: 192024250130775978 on 21-07-2024, Amount Rs: 6,021/-, Bank: SBI EPay (SBlePay), Ref. No. 8503711265340 on 21-07-2024, 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 325190 to 325227

being No 160312119 for the year 2024.



Dhar

Digitally signed by Debasish Dhar
Date: 2024.07.29 11:19:49 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 29/07/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.