

This Deed made this 23 day of December, 1963

Between Sarat Chandra Das son of Hiralal Das (deceased),

Hindu, retired Medical Practitioner, 74P, Shyampukur Street,

Calcutta - 4 hereinafter called the Donor (which expression unless excluded by or repugnant to the context shall be deemed to include his heirs, executors, administrator and representatives) of the one Part - And Kartick Chandra Laha, son of Joydeb Laha, Hindu Service holder, residing at No.53, total atolla Street, Calcutta-5, hereinafter called the Donee (which expression unless excluded by or repugnant to the context shall be deemed to include his heirs, executors, administrators, representatives and assigns) of the other part - whereas the

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Donor ....

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Donor is absolutely seised and possessed of and or otherwise well and sufficiently entitled to all that the vacant land and premises being No.30, Mahendra Roy Lane at Gobra, P.S. Peniapukur, in the District of 24 Parganas measuring 55 Cottas Chattaks 14 Square feet (be the same a little more or less) And whereas the Donee who is the son-in-law of the Donor having married his (doror's) eldest daughter Sm. Padharani is very much devoted to the Donor and looks after him - And Whereas the Donor in consideration of natural love and affection which he bears to his said son-in-law is now desirous of making an absolute gift to the Dones of a demarcated portion of his. said land and premises at No. 30, Mahendra Boy Lane, Gobra, P.S. Beniapukur - measuring three cottas nine chataks thirtysix square feet dilineated in the map or plan hereto annexed and therein bordered red And whereas the Donee has agreed to accept such gift of the said demarcated piece or parcel of land - from the Donor - NOW THES DEED WITNESSETH that in the premises and for the consideration aforesaid the Donor doth hereby grant convey transfer assign and assure by way of gift unto the absolutely and for ever free from all encumbrances all that the said demarcated piece or parcel of vacant land.

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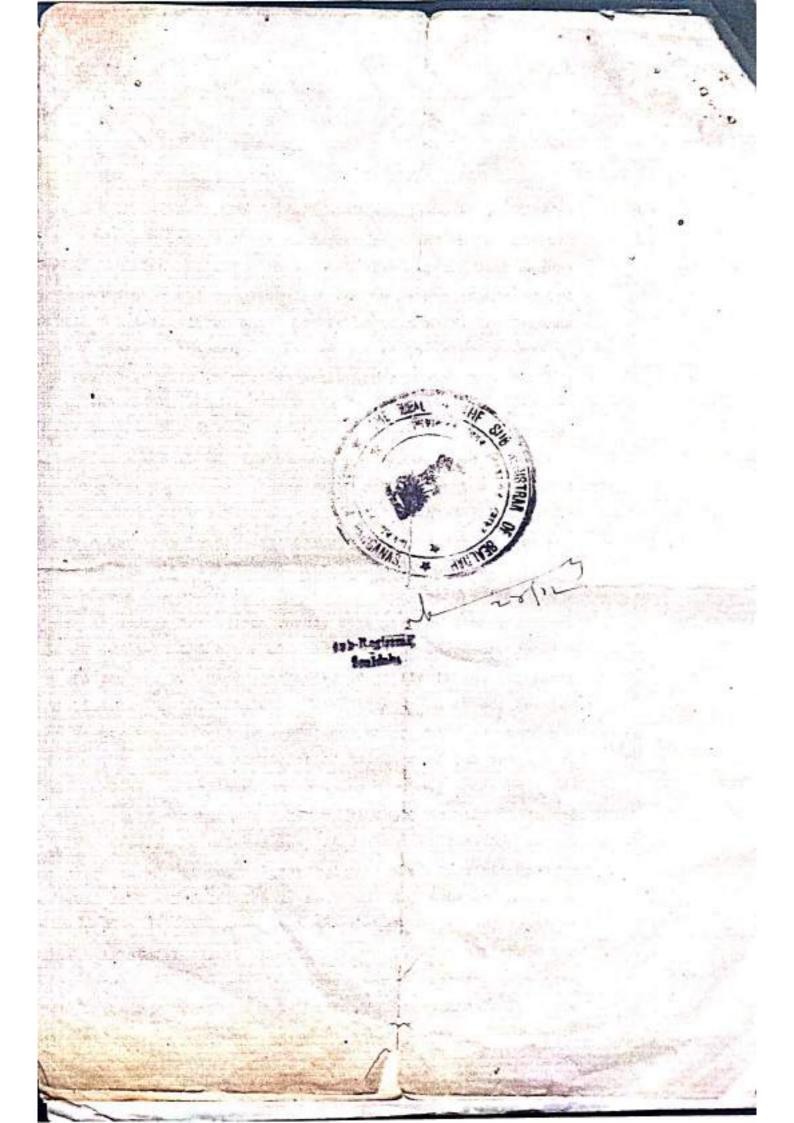


at No. 30, Mohendra Roy Lane, Gobra, P.S. Beniapukur in the



district of 24 Parganas measuring three cottas 9 chataks 36 square feet particularly described in the Schedule 'A' hereunder written and shown and dilineated in the plan hereto annexed and therein bordered red - and hereinafter for the sake of brevity referred to as the 'said property' together with all and singular ways, paths, passages, yards, sewers, water, water courses, easements and rights appertaining thereto now or here tofore held, used occupied, enjoyed reputed or known as part thereof or appurtenant thereto And all the Estate right title interest inheretance use trust easements both at law and equity of the Donor into and upon the said property TO HAVE AND TO hol the said property hereby granted transferred conveyed assigned and assured unto the use of the Donee absolutely and forever AND that the Donor hath good right full power and absolute authority to grant transfer convey assign and assure the said property to Donee in the manner aforesaid AND that the Donee shall and may at all times hereafter peaceably and quietly enjoyed the said property hereby transferred and conveyed to coal the Donee by building up constructions thereon and for if he so chooses and is entitled to construct according to the building plan submitted sometime ago for sanction by the Donor or any other plan or plans as he may wish, And receive the rents issues and profits thereof without any lawful eviction interruntion claim or demand whatsoever from or by the Donor or any person or persons lawfully or equitably claiming from under or in trust for him AND the Donor doth covenant with the Donee the the Donor and all persons lawfully or equitably claiming any estate or interest from under or in trust for the Donor shall and will at all times hereafter at the request and costs of the

Donee do and execute cal such acts, deeds and things for furthe





and more perfectly assuring the said property unto and to the use of the Donee as shall or may reasonably be required AND that the said property forming only a part of the entire premises No.30, Mohendra Roy Lane, and for that the Donor having retained the deeds and writings relating to the same, the DONCE doth hereby covenant with the Donee that the Donor shall unless prevented by fire or other inevitable accident from time to time and on reasonable requests and costs of the Donee produce or cause to be produced to the Donee or his agents at any trial hearing examination or otherwise as occasion shall require all or any of the deeds and writings relating to the said property mentioned in Schedule B hereunder written for the purpose of showing title to the said property And also at the like request and costs deliver unto the Donec such attested or other copies from the said deeds and writings as he may require and will in the meantime keep the said deeds and writings unobliterated and uncancelled.

The said property for the purpose of stamp duty is.

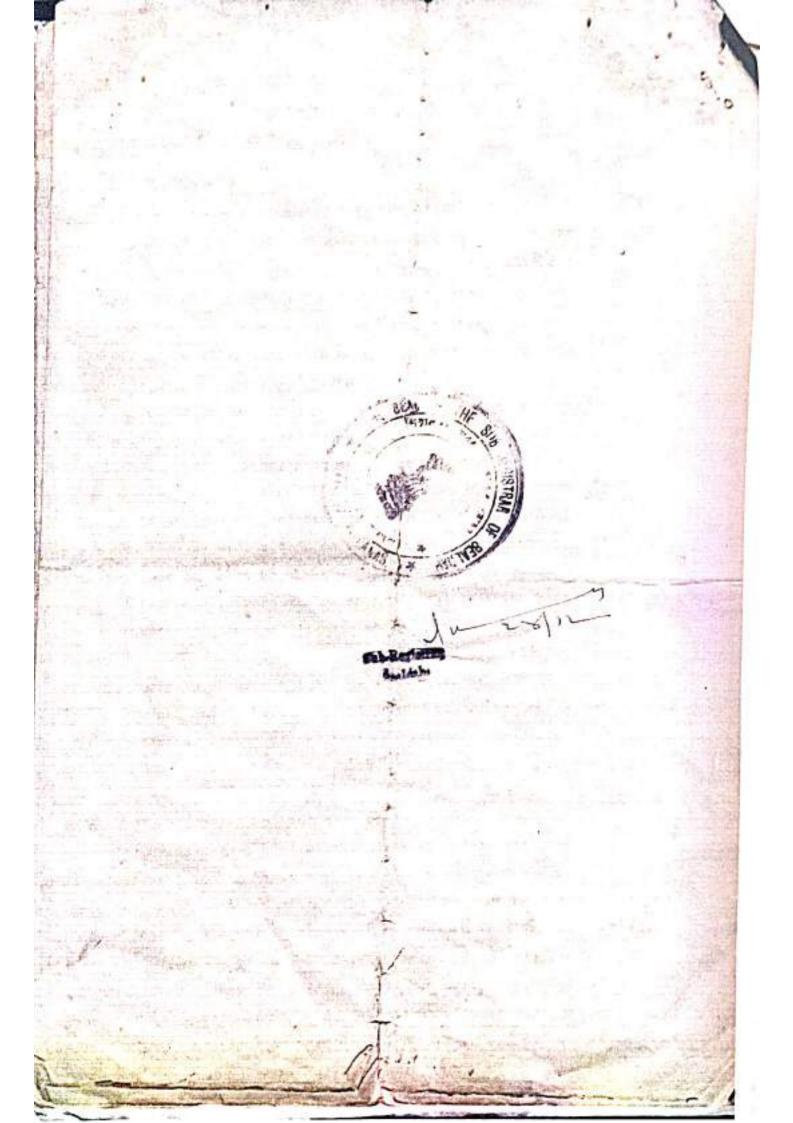
valued at R.800/- which is calculated on the basis of Municipal
valuation being twenty times of the annual valuation.

# Schedule 'A' above referred to

All that piece or parcel of Bevenue paying vacant land containing by area three cottas nine chataks thirtysix square feet (more or less) demarcated and dilineated in the map or plan annexed hereto and therein bordered 'red' in mousa East Gobra, P.S. Beniapukur Sub-registration Office Sealdah in the District of 24 Parganas Dihi 55 gram Touzi No.2833 in Division 4, Sub-division "O" being portion of holding No.38 (the annual revenue payable to the Follectorate in respect of the said holding being 8.2=77 mg within the Municipal limits of Corporation of Calcutta situa e lying at and being portion of

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premises ....







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SRI S.K. BASU, R.So., LL.B., 2, CHURCH LAME, CALCUITA-1.

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Additional Dist. Sub Registrar Sealdah

13/2/20

REGISTERED DEVLOPMENT POWER OF ATTORNEY AFTER
REGISTERED DEVELOPMENT AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS, I, MRS. SHIKHA SEAL, PAN. DCWPS4707P, AADHAAR NO. 848725379621, daughter of Late Kartick Laha, wife of Late Shyam Sundar Seal, by faith – Hindu, by occupation – Housewife, residing at 58, Anath Nath Deb Lane, P.O. – Belgachia, P.S. – Tala, Kolkata - 700037, hereinafter referred and called as the OWNER, do hereby severally nominate, constitute and appoint MR. SOMNATH MANNA, PAN. AKNPM2871J, AADHAAR NO. 539039481254, son of Netai Chandra Manna, by Nationality Indian, by faith Hindu, by occupation Business, residing at 15, Gobra Road, P.O. – Gobinda Khatick Road, P.S. Topsia, Kolkata – 700046, as my true and Lawful Attorney to do, execute and perform the following acts, deeds and things for myself in my name and on my behalf.

WHEREAS Owner herein made a Registered Joint venture Development Agreement on 17.05.2012 and it was duly registered at the office at A.D.S.R, Sealdah and recorded into Book No. I, Being No. 2373 for the year 2022.

AND WHEREAS in view of the circumstances as aforesaid I am desirous of appointing an Attorney in my name and on my behalf to look after and take necessary steps of my property, more fully and particularly described in the Schedule hereunder written.

- To Look after, manage, of the said property and to do or cause to be done all acts, deeds matters and things in respect of the Schedule property.
- 2. To appear, for and represent myself and to sign necessary plan, documents before Kolkata Municipal Corporation, before any Magistrate and in all Court have Civil, Criminal, Original or Appellate, Revisional or Special Jurisdiction including High Court, Calcutta, any Tribunals and/or any Income-Tax, Gift Tax or Wealth Tax Offices and in all other Government or Semi-Government offices in respect of the said property in my name and on my behalf.
- 3. To negotiate on terms and for and to and enter into and conclude any agreement for sale in respect of the developer's allocation as per registered Development Agreement dated 17/5/22 and sell the said developer's allocation more fully and particularly described in the said development agreement hereunder written, to any purchaser or Purchasers at such price which my said Attorney, in his absolute discretion things fit and proper.



- 4. To receive from the intending Purchaser or Purchasers any earnest money and/or advance or advances and also the balance of Purchase money, on completion of such sale or sales and to give good, valid receipt thereof in respect of developer's allocation as per Registered
  Development Agreement dated Σ.ος. 2022
- 5. To present and sign any such deed or deeds of sale, conveyance or conveyances or other document or documents for registration, when executed by him to admit execution thereof and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have been Registered according to law and to do all other acts deed and things which my attorney shall consider necessary for the transferring and/or conveying the developer's allocation as per registered Development Agreement dated 17-05-2022 to such Purchaser or Purchasers as fully and effectually in all respects.
- 6. To institute, contest, commence, compromise, withdraw, submit to arbitration any suit, actions, proceedings, claims, demand etc., and to all reasonable matters and things as may appear to our said Attorney necessary for such sale.
- To commence, prosecute, enforce, defend, answer and oppose and actions and other legal proceedings and demands touching any of the matters concerning the said property or any part thereof.
- 8. To sign any correspondences, letter, declare and/or affirm any plaint, written statement, petition, affidavit, Verification, Vakalatnama, memo of appeal or any other documents or papers in any proceedings or in any way connected therewith.

AND I the undersigned Executant, do hereby agree and undertake to ratify and confirm all and whatsoever other act or acts, deeds or proceedings that may be done by the said Attorney on my behalf and in my name by virtue of this Power of Attorney and same shall be binding upon me and be of full force and effect.



## SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of plot of land measuring an area 3 cottahs 9 chittacks 36 sq.ft. more or less along with three storied old dilapidated brick built building and dwelling house most dilapidated condition (more than 59 years old) standing thereon or in portions thereof consisting of bed rooms, kitchen, bath-cum-privy on the ground floor measuring 1030 sq.ft. more or less and First Floor measuring 1030 sq.ft. more or less and Second Floor measuring 1030 sq.ft. more or less with cemented flooring, Premises No. 30A, Mahendra Roy Lane, Gobra, P.S. – Beniapukur, Kolkata – 700046, Ward No. 059 which is butted and bounded as follows:

ON THE NORTH : Mahendra Roy Lane

ON THE SOUTH : 30/2, Mahendra Roy Lane

ON THE EAST : 30/1, Mahendra Roy Lane

ON THE WEST : 31/A, Mahendra Roy Lane

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, seals, on this the \text{W day of } 2022.

SIGNED AND DELIVERED in the presence

of

1. Subsir Know haf. S8, Anath North Klo Lone Rol - 700037.

2. Soutom Saker B/14/H/12k Asgar Mistry daha Kelkalan 700046

Shikha Seal
Signature of the Executant

San Wathmanne

The Attorney

Drafted by:

Kabirul Isla

KABIRUL ISLAM,

Advocate, High Court, Calcutta. WB/250/1995

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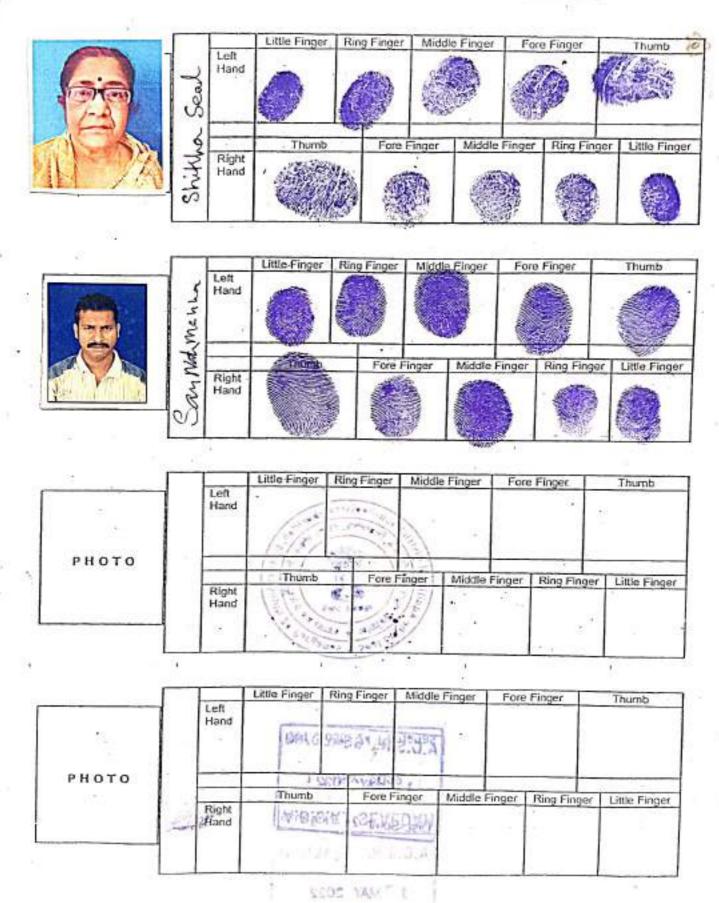
A.D.S.R., SEALDAH

1 7 MAY 2022

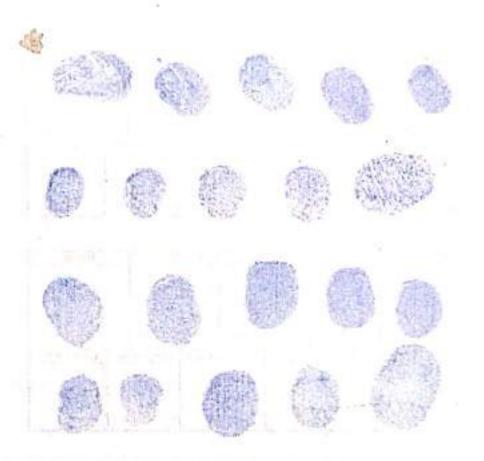
Dist-South 24 Parganas

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A.D.S.R. SEALDAH

1 7 MAY 2022

Dist.-South 24 Perganas

# Major Information of the Deed

Deed No:	I-1606-02377/2022	Deta - ( D. )			
Query No / Year		Date of Registration	17/05/2022		
1000-0001437338/2022		Office where deed is registered			
	uery Date 17/05/2022 10:52:28 AM		A.D.S.R. SEALDAH, District: South 24-Pargana		
Applicant Name, Address & Other Details	Kabirul Islam High Court, Calcutta, Thana: Hare Si 700001, Mobile No.: 9831082169, S	treet District : Kolkata WE			
Transaction	10110001002100; 0				
[0138] Sale, Development   Development Agreement	Power of Attorney after Registered	Additional Transaction			
Set Forth value	医自由外型 医多性原因外 医多种	Market Value	NAME OF TAXABLE		
		Rs. 1,10,05,201/-			
Stampduty Paid(SD)	A STORY OF THE STORY	Registration Fee Paid	The section is a section of the sect		
Rs. 50/- (Article:48(g))		Rs. 7/- (Article:E)	PERSONAL PROPERTY.		
Rs. 50/- (Article:48(g))  Remarks  Development Power of Attorney after No/Year]:- 160602373/2022 Receive issuing the assement slip.(Urban area		Registered Development A	greement of [Deed om the applicant for		

#### Land Details:

District: South 24-Parganas, P.S:- Topsia, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahendra Roy Lane, Road Zone: (Church -- Burial Ground),, Premises No: 30A, Ward No: 059 Pin Code: 700046

No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	P. T. San Co., Land Str. Co., Co. Co., Co. Co., Co., Co., Co.,	Market Value (In Rs.)	Other Details
L1			Bastu		3 Katha 9 Chatak 36 Sq Ft		97,53,751/-	Property is on Road , Project Name :
	Grand	Total:			5.9606Dec	0 /-	97,53,751 /-	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3090 Sq Ft.	0/-	12,51,450/-	Structure Type: Structure
1	C. Class A	6		4.0000000000000000000000000000000000000	6 Marion per material
	Gr. Floor, Area of Pucca, Extent of	floor: 1030 Sq Ft. Completion: Compl	,Residential Use, C ete	Cemenied Floor,	Age of Structure: 59 Years, Roof Typ

Floor No: 2, Area of floor: 1030 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 59 Years, Roof Type: Pucca, Extent of Completion: Complete

Total: 2000 co ft 0 / 42.54 450 /					
10tal: 3090 sq ft   0 )-   12,51,450 /-	12,51,450 /-	0 /-	3090 sq ft	Total:	

# Principal Details:

lo	Name,Address,Photo,Finger p	rint and Signature	•	
1	Name	Photo	Finger Print	Signature
	Mrs SHIKHA SEAL (Presentant ) Wife of Late Shyam Sundar Seal Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Office			Shirkha seal
		17/05/2022	LTI 17/05/2022	17/05/2022
	Parganas, West Bengal, Ind	ia, PIN:- 700037 No.:: dcxxxxxx7 Execution: 17/05	Sex: Female, E p, Aadhaar No: { /2022	nia, P.S:-Tala, District:-South 24- By Caste: Hindu, Occupation: House B4xxxxxxxxx9621, Status :Individual,

Attorney Details:

SI No	Name,Address,Photo,Finger print and Signature						
1	Name	Photo	Finger Print	Signature			
	Mr SOMNATH MANNA Son of Netai Chandra Manna Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place: Office			Sanvotmenn			
	Office	17/05/2022	LTI 17/05/2022	17/05/2022			
	17/05/2022 LTI 17/05/2022						

#### Identifier Details:

Name	Photo	Finger Print	Signature
Subir Kumar Seal Son of Late Shyam Sundar Seal 58, Anath Nath Deb Lane, City:- Not Specified, P.O:- Belgachia, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037			Subin Kunen Senf.
	17/05/2022	17/05/2022	17/05/2022

SI.No	From	To. with area (Name-Area)	
1	Mrs SHIKHA SEAL	Mr SOMNATH MANNA-5.96063 Dec	
Trans	fer of property for S1		CENTROLIS
SI.No	From	To. with area (Name-Area)	
1	Mrs SHIKHA SEAL	Mr SOMNATH MANNA-3090.00000000 Sq Ft	

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20/05/2022 0

#### Endorsement For Doed Number: 1 - 160602377 / 2022

#### On 17-05-2022

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

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

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

Presented for registration at 11:01 hrs on 17-05-2022, at the Office of the A.D.S.R. SEALDAH by Mrs SHIKHA SEAL , Executant.

### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,10,05,201/-

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

Execution is admitted on 17/05/2022 by 1. Mrs SHIKHA SEAL, Wife of Late Shyam Sundar Seal, 58, Anath Nath Deb Lane, P.O: Belgachia, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by Profession House wife, 2. Mr SOMNATH MANNA, Son of Netal Chandra Manna, 15, Gobra Road, P.O: Gobinda Khatick Road, Thana: Topsia, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Hindu, by Profession Business

Indetified by Subir Kumar Seal, , , Son of Late Shyam Sundar Seal, 58, Road: Anath Nath Deb Lane, , P.O: Belgachia, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by profession Business

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 7/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50/Description of Stamp

 Stamp: Type: Impressed, Serial no 37900, Amount: Rs.50/-, Date of Purchase: 27/04/2022, Vendor name: S CHATTERJEE

Anitara Charl.

Amitava Ghosal ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - !

Volume number 1606-2022, Page from 85762 to 85772

being No 160602377 for the year 2022.

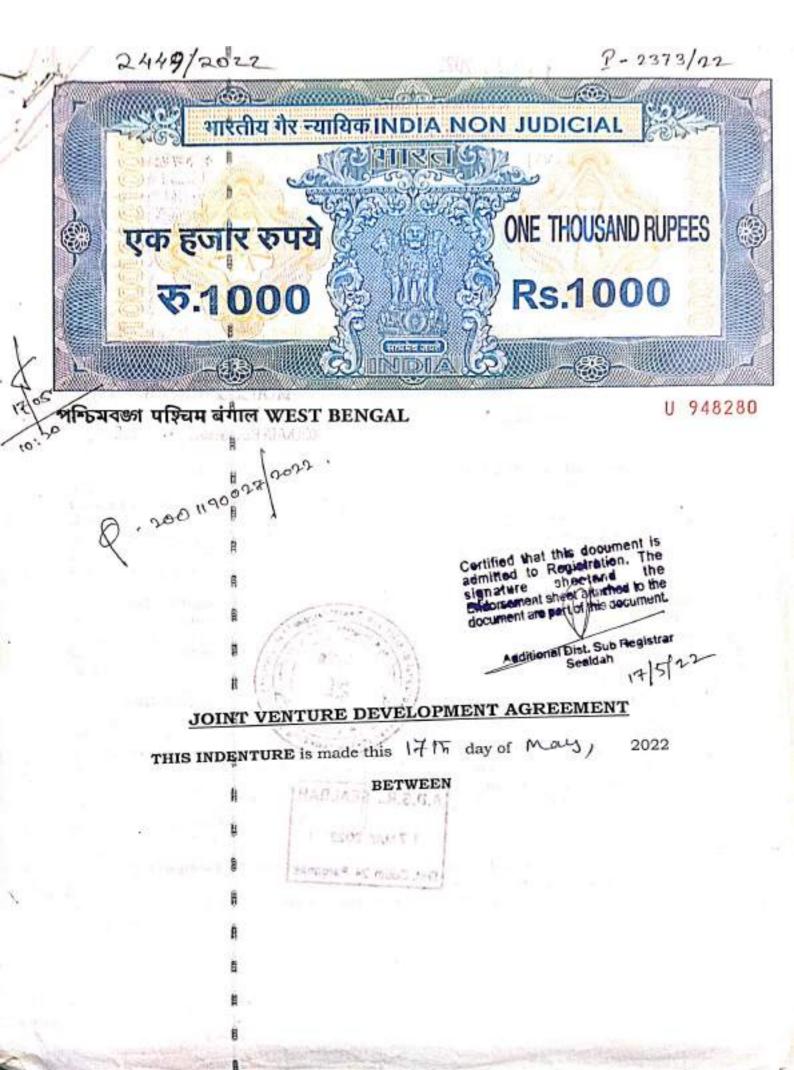


Digitally signed by AMITAVA GHOSAL Date: 2022.05.20 14:27:46 +05:30 Reason: Digital Signing of Deed.

Aniton Charl.

(Amitava Ghosal) 2022/05/20 02:27:46 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH West Bengal.

(This document is digitally signed.)



SL NO DATE 11 MAY 2022

SL NO DATE 11 MAY 2022

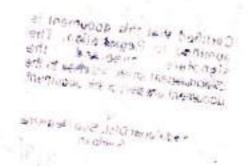
KABIRUL ISLAM

Advocate

Advocate

AMI Court, Calcutta

MOUSUMI GHOSH
LICENSED STAND VENDOR
KOLKATA REGISTRATION OFFICE





A.D.S.R., SEALDAH

1 7 MAY 2022

Dist.-South 24 Parganes

MRS. SHIKHA SEAL, PAN. DCWPS4707P, AADHAAR NO. 848725379621, daughter of Late Kartick Laha, wife of Late Shyam Sundar Seal, by faith - Hindu, by occupation - Housewife, residing at 58, Anath Nath Deb Lane, P.O. - Belgachia, P.S. - Tala, Kolkata - 700037, hereinafter referred and called as the OWNER (which expression shall unless excluded by or repugnant to the context be deemed to include her legal heirs, successors, assigns, executors and legal representatives) of the ONE PART.

#### AND

MR. SOMNATH MANNA, PAN. AKNPM2871J, AADHAAR NO. 539039481254, son of Netai Chandra Manna, by Nationality Indian, by faith Hindu, by occupation Business, residing at 15, Gobra Road, P.O. - Gobinda Khatick Road, P.S. Topsia, Kolkata - 700046, hereinafter referred to and called as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, successors, assigns, executors and legal representatives) of the OTHER PART.

WHEREAS One Sarat Chandra Das, son of Late Hira Lal Das described as a Donor Gift, bequeath and transferred in favour of his son in law namely Kartick Chandra Laha on 23.12.1963 in respect of ALL THAT premises no. 30, Mahendra Roy Lane, Gobra, P.S. – Beniapukur, Kolkata – 700046 and the premises measuring an area of 3 cottahs 9 chittacks 36 sq.ft. more or less and it was duly registered at the office at Sub- Registrar – Sealdah and recorded into Book No. 1, Volume No. 67, Pages from 70 to 74, being no 3166 for the year 1963.

AND WHEREAS after obtaining deed of gift said Kartick Chandra Laha mutated his names with the records of the Kolkata Municipal Corporation and paying regular rate and taxes to the KMC and the premises re-numbered as premises No. 30A, Mahendra Roy Lane, Gobra, P.S. - Beniapukur, Kolkata - 700046.

and leaving behind him wife Radka Rani Laha and only daughter Shikha Seal (Married daughter) as his legal heirs and successors. That Radha Rani Laha, wife of Late Kartick Chandra Laha died intestate on 04.06.2011 and leaving behind her only married daughter Shikha Seal and said Shikha Seal became the sole and absolute owner by way of law of inheritance and had mutated her names with the records of the Kolkata Municipal Corporation, vide Assessee No. 110591601209 in respect of premises No. 30A, Mahendra Roy Lane, Gobra, P.S. – Beniapukur, Kolkata – 700046.

AND WHEREAS the Developer has represented to the Owner that he is carrying on business of construction and development of properties and approached to the Owners with a proposal of joint venture Development of the said premises.



AND WHEREAS the Owners being desirous of developing the property have agreed to appoint the Developer to develop by constructing a building of the said property in accordance with plan which may be sanctioned by the Kolkata Municipal Corporation duly complying with all prevailing rules and law applicable in the regard and maximum exploitation thereof on compliance of the terms and conditions mentioned herein.

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

1. The Owner will allow the developer and the Developer shall develop the property entirely at its own costs and responsibility and bear all expenses for the

 At the time of execution of this registered development agreement a Registered Development General Power of Attorney shall execute by the Owner in favour of the Developer herein and he is entitled to use the said Power of

Attorney in respect of Developer's allocation as mentioned hereinafter.

3. In accordance with the sanctioned plan construction would be raised and building would be constructed on the said property with common facilities and specifications mentioned in schedule II & III herein by the Developer entirely at his own costs. Such Construction would be completed within a period of 24 months from the date of sanctioned plan by the K.M.C. The owner shall not be liable for the said construction.

4. The Owner shall give co-operation with the Developer and shall hand over the original documents as mentioned in Schedule-IV as and when required and the Owner have no objection in this regard and shall sign deed and paper and execute papers or documents which may be necessary for taking steps by the Developer and also register and execute conveyance in favour of the intending Purchasers of the flats in Developer's allocation as a vendor/Owner parties in the

said Deed of Conveyance etc.

5. The building to be constructed will be a modern apartment buildings with, marble flooring, aluminum window fitted with grill and glass pane, flush type doors affixed with wooden frame, cement paint on all external walls, upto date bathroom fittings compatible with the standard of a modern flat and first class and new materials and workmanship shall be used. The Owner herein shall be entitled to appoint and authorize any other independent qualified engineer to inspect and check up the quality and quantity of the goods and materials used and development of the Owner's area made by the Developer in Owner's Area.

 That there are 2 Nos. of licensee/occupier in the said premises and the developer shall negotiate with the existing licensee/occupier as the developer

thinks, fit and proper.

7. The developer at his own cost shall demolish the existing structure of the said premises.

1. The Owner hereby grant subject to what has been hereinafter provided the exclusive right to the Developer to build construct erect and complete the said building thereon and to enter into agreements for sale and/or transfer and/or construction in respect of the Developer's Allocation in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with or without



amendment and/or modification made or caused by the Developer in consultation with the Architect.

The Developer shall be entitled to prepare, modify or alter the plan in consultation with the Architect and with the approval of the Owner and submit the same to the Kolkata Municipal Corporation in the name of the Owner at its own costs and the Developer shall pay and bear all fees including Architect's fees charges and expenses required to be paid or deposited for obtaining the sanctioned of the Kolkata Municipal Corporation for construction of the building at the said premises provided however that the Developer shall be exclusively entitled to all refunds of any or all payments and/or deposits made by the Developer.

Nothing in these presents shall be constructed as a demise or assignment or transfer by the Developer or as creating any right title or interest in respect thereof to the Developer other than an exclusive right to the Developer to deal with the Developer's Allocation in the building to be constructed thereon in the

manner and subject to the terms hereinbefore and hereinafter written.

## ARTICLE - II OWNER'S ALLOCATION

The Developer shall its own costs construct, erect and complete in all 1. respect the said building and shall provide to the owner 50% of the constructed

area as per sanction plan of the Kolkata Municipal Corporation.

The developer has paid the sum of Rs. 5,00,000/- (Rupees Five Lacs) only to the owner at the time of signing of this development agreement, which is refundable security deposit amount and this amount the owner shall refund to the developer at the time of handing over possession.

ARTICLE - III DEVELOPER'S ALLOCATION

In consideration of the above the Developer shall be entitled 50% of the constructed area as per sanction plan of the Kolkata Municipal Corporation in the constructed building upon the said premises TOGETHER WITH the proportionate share in land and other facilities attached thereto. The Developer shall be entitled to enter into Agreement for sale and transfer in its name and to receive realize and collect all money in respect thereof and it is hereby expressly agreed by and between the parties hereto and for the purpose of entering into such Agreement it shall not be obligatory on the part of the Developer to obtain any further consent of the Owner and this Agreement by itself shall be treated as consent by the Owner provided. However the Developer shall not part with possession of any portion of the Developers Allocation to any of its transferees until and unless the Developer shall make over possession of the Owner's allocation to the Owner and comply with all other obligations of the Developer to the Owner under this Agreement.

ARTICLE - IV SPACE ALLOCATION

After completion of the Building the Owner shall be entitled to obtain physical possession of the Owner's allocation which must be within 24 months from the date of sanction plan and/or getting vacant possession from the Owner and the remaining portions of the said building shall belong to the Developer.



Subject to aforesaid the open space shall belong to the Owner and the prospective buyers jointly for the common use.

#### ARTICLE - V BUILDING

- The Developer shall at its own cost construct and complete the Building at the said premises in accordance with the plan to be sanctioned with good and standard materials as per specifications and as may be specified by the Architect from time to time.
- 2. The Developer shall install and erect in the said building at its own cost pump, water storage tanks, overhead reservoirs, sanitary and plumbing works, electrifications, permanent electric connection from CESC Limited and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be provided in as apartment building in Kolkata having said contained apartments and/or constructed space therein on Ownership basis and as mutually agreed upon.
- 3. The Developer shall be authorized in name of the Owner in so far as is necessary to apply for and obtain quotes, entitlements and other allocations of for cement, steel, bricks and other building materials allocable to the Owner for the construction of the Building as to similarly apply for and obtain temporary and permanent connection of water, electricity power, drains, sewerage and/or gas to the Building and other inputs and facilities required for the construction or enjoyment of the Building.
- All costs, charges and expenses including Architect's fees shall be paid discharges and borne by the Developer and the Owner shall have no liability in this context.

# ARTICLE - VI COMMON OBLIGATIONS

 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the Owner's Allocation of the said building accounting dues as and from the date of handing over possession by the Owner till as

provided hereinafter.

2. The Owner shall not do any act deed or thing where by the Developer shall be prevented from construction and completion of the said building. That if any legal dispute arises regarding title then the Owner is liable and held responsible to borne all expenses and damages from the date of signing to this agreement and before shifting if any legal dispute arises regarding title, the Owner will refund the entire consideration amount along with interest and also refund the other expenses to the Developer within one month after giving notice to the Owner by the Developer.

ARTICLE - VII LEGAL PROCEEDINGS

 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Owner to defend all actions, suits and proceedings with regard to title and suits and proceedings which may arise in respect of the Development of the said premises and all costs, charges and expenses incurred for that purpose shall be borne and paid by the Owner in consultation with the Developer.



 The Owner shall not be responsible for any damage or claim or any other relief arising out of any accident or injury or tortuous act during demolition or construction by any agent or workman.

### ARTICLE - VIII DEVELOPER INDEMNITY

 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relative to the construction of the said Building.

 The Developer hereby undertakes to keep the Owner indemnified against all actions suits, costs proceedings and claims that may arise out of the Developer's actions which regard to the Development of the said premises and/or in the manner of construction of the said Building and/or any defect therein.

# ARTICLE - IX MISCELLANEOUS

- The Owner and the Developer have entered into this Agreement Purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the Developer and the Owner.
- 2. It is understood that from time to time to facilities the construction of the building by the Developer various deeds mattes and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts deeds matters and thing that may be reasonably required to be done in the matter.
- 3. Nothing in these presents shall be construed as a demise or assignment of conveyance in law by the Owner of the said premises or any part thereof to the Developer provided however the Developer shall be entitled to borrow money from any bank or banks without creating any mortgage or hypothecation of the said premises and/or without charging and/or keeping lien and/or mortgage of the proposed building and without creating any financial liability of the Owner of affecting his estate and interest in the said premises and it being expressly agreed and understood that in any event the Owner shall not be responsible and/or be made liable for payment of any dues of such bank or banks and for that purpose the Developer shall keep the Owner indemnified against all actions suits proceedings and costs charges and expenses in respect thereof.
  - 4. That there is no existing agreement regarding the Development or sale of the said premises and that all other arrangements, if any, prior to this agreement have been cancelled and are being superseded by this Agreement.



A.D.S.R., EALDAH

1 7 MAY 2022

Diet.-South 24 Parganes

# THE SCHEDULE - I ABOVE REFERRED TO

ALL THAT piece and parcel of plot of land measuring an area 3 cottahs 9 chittacks 36 sq.ft. more or less along with three storied old dilapidated brick built building and dwelling house most dilapidated condition (more than 59 years old) standing thereon or in portions thereof consisting of bed rooms, kitchen, bath-cum-privy on the ground floor measuring 1030 sq.ft. more or less and First Floor measuring 1030 sq.ft. more or less and Second Floor measuring 1030 sq.ft. more or less with cemented flooring, Premises No. 30A, Mahendra Roy Lane, Gobra, P.S. - Topsia (Zone: Church to Burial Ground), Kolkata - 700046, Ward No. 059 which is butted and bounded as follows:-

ON THE NORTH : Mahendra Roy Lane

ON THE SOUTH : 30/2, Mahendra Roy Lane : 30/1, Mahendra Roy Lane ON THE EAST : 31/A, Mahendra Roy Lane ON THE WEST

# THE SCHEDULE - II ABOVE REFERRED TO

(Description of the common areas and common facilities)

Path and passage for egress and ingress for the road to the flat and/or 1.

Areas & land liable to be kept vacant under the provisions of Kolkata 2.

Municipal Act for Sanction of building plan.

- Pump House to be situated at the ground floor of the building and space for installation of electric energy to different flat/apartment Owner. 3.
- Staircase from ground floor leading upto roof and/or terrace. Parapet walls on the terrace of the building and/or apartment. 4. 5.

Overhead water reservoirs. 6.

Underground water reservoirs: Pipe lines, water, sewerage, drains and/or pipe line for discharge of filtered 7.

water, inspection pits and any other advantages or benefits to be enjoyed 8. in common with the Owner or other apartment or flats Owner.

# THE SCHEDULE - III ABOVE REFERRED TO

(The Building and Specifications).

Foundation - R.C.C. combine footing column foundation as per KMC 1.

Structural work - R.C.C. frame structure as per drawing approved by the 2.

Outside wall - 8" & 5" thick of 1st Class bricks with cement mortar. 3.

Inside wall - 5" & 3" thick brick work with 1st Class bricks. Plaster - 1:6 prop cement sand plaster for 8" thick wall and 1:4 prop 4.

Door Frame - Made of Sal or better quality wood of 4" X 21/2" section 5. 6.

Door Shutter / Pallah - Made with Waterproof Ply board painted with

white wood primer with standard quality necessary fittings. 7.



Window - MS Grill with frosted glass with stay and handle.

Floor finish – Marble flooring.

 Kitchen – Marble with 4" high skirting, Granite stone platform top of 6'-0" long at 34" high and 20" wide. One Granite stone sink 2'-0" high glazed tiles on walls above counter. One sink cock and bib cock at under sink.

 Toilets Marble with 4" high skirting with 4'-6" high glazed tiles around the toilet. Concealed G.I. pipe line with C.P. fitting and shower point. One white commode with P.V.C. low down cistern with one bibcock at attached toilet.

Hot and Cold line, one white commode with P.V.C. lowdown cistern with one bib cock in common toilet.

One old cock in common tollet.

 Electrical - PVC concealed wiring type with standard quality wire switch and boards without fitting and fixtures -

(a) Bed Room - 3 light points, 1 Fan point, One 15 amp plug point on switch board. Extra point

(b) Living / Dining - 3 light points, 1 Fan point, 2, 15amp plug points for refrigerator. Extra point

(c) Kitchen- 2 light point, 1 exhaust fan, one 15 amp plug point. One chimney point.

(d) Toilet (Common) - 1 light point, one exhaust fan point, 1 Geiger

point & one 5 amp plug point.

- (e) Toilet (Attached) 1 light point, one exhaust point, 1 Geiger point & one 5 amp plug point.
  - (f) Lift facility will be provided by the developer.

## THE SCHEDULE - IV ABOVE REFERRED TO

(List of Documents)

Title Deed, Tax Receipt, etc.





IN WITNESS WHEREOF the parties have signed this agreement on the day, month and year first above written.

### SIGNED AND DELIVERED

in the presence of :-

- 1. Subir kner Sef. 58, Andt rath Diblane Kollata 700037.
- Dlawtom Sela B/14/H/12K Asgar Kokuter -700046

Shikha Seal SIGNATURE OF THE OWNER

San Nationagna

SIGNATURE OF THE DEVELOPER

Drafted by Kasimul Isla KABIRUL ISLAM Advocate High Court, Calcutta. WB/250/1995





LINE MANY

# MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within named sum of Rs. 5,00,000/- (Rupees Five Lacs) only being the part consideration amount as per memo below:

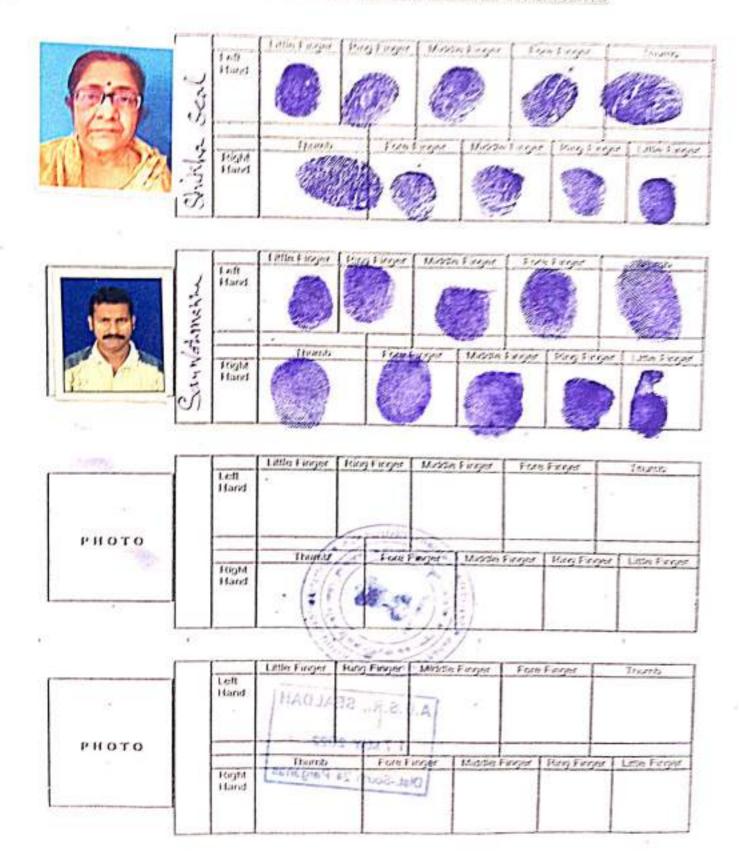
Date	Cheque No.	Bank & Branch	Amount (Rs)
17.05.2022	000061	Bank of Baroda, Park Circus	2,00,000/-
17.05.2022	000062	Bank of Baroda, Park Circus	3,00,000/-
		TOTAL	5,00,000/-

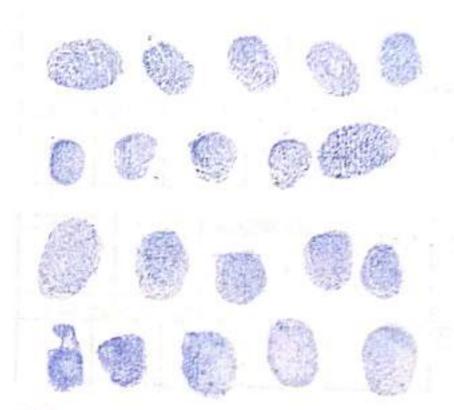
### WITNESSES:

1. Soutom Sela



# SPECIMEN FORM FOR TEN EMGERPRAITS







A.D.S.R., SEALDAH

1 7 MAY 2022

Dist.-South 24 Parganas



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

**GRN Details** 

GRN:

192022230026072401

**GRN Date:** 

13/05/2022 12:17:02

BRN:

CKT6675500

Payment Status:

Successful

Payment Mode:

Bank/Gateway:

Payment Ref. No:

Online Payment

State Bank of India 13/05/2022 12:20:52

BRN Date:

2001190027/1/2022

[Query No/\*/Query Year]

Depositor Details

Depositor's Name:

Kabirul Islam

Address:

High Court, Calcutta

Mobile:

9831082169

Depositor Status:

Advocate

Query No:

2001190027

Applicant's Name:

Mr Kabirul Islam

Identification No:

2001190027/1/2022

Remarks:

Sale, Development Agreement or Construction agreement

**Payment Details** 

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001190027/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	19021
2	2001190027/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	5021
		TABLE TO THE	Total	24042

IN WORDS:

TWENTY FOUR THOUSAND FORTY TWO ONLY.



# Major Information of the Deed

Deed No:	I-1606-02373/2022	Date of Registration	17/05/2022
Query No / Year	1606-2001190027/2022		19000000000000000000000000000000000000
Account Park		Office where deed is re	X-2-10-0-10-10-10-10-10-10-10-10-10-10-10-1
The second secon	19/04/2022 9:38:48 PM	A.D.S.R. SEALDAH, Dis	strict: South 24-Parganas
& Other Details  Kabirul Islam  High Court, Calcutta, Thana: H 700001, Mobile No.: 9831082		eet, District : Kolkata, WE	ST BENGAL, PIN -
Transaction	Marine State of the State of th	Additional Transaction	CARL COMMITTEE
agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree than Immovable Propert 5,00,000/-]	ment : 2], [4311] Other
Set Forth value		Market Value	WEST CONTROL OF THE
		Rs. 1,10,05,201/-	
Stampduty Paid(SD)		Registration Fee Paid	CHIEF THE PLANT OF THE PARTY OF
Rs. 20,021/- (Article:48(g))		Rs. 5,021/- (Article:E, E,	B)
Remarks	Received Rs. 50/- ( FIFTY only ) from area)		

#### Land Details:

District: South 24-Parganas, P.S:- Topsia, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahendra Roy Lane, Road Zone: (Church – Burial Ground), Premises No: 30A, Ward No: 059 Pin Code: 700046

Sch No	Number	Khatian Number	Land Proposed	Use ROR	Area of Land	A CONTRACTOR OF THE PARTY OF THE PARTY.	Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		3 Katha 9 Chatak 36 Sq Ft			Property is on Road
	Grand	Total:		W	5.9606Dec	0 /-	97,53,751 /-	

#### Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3090 Sq Ft.	0/-	12,51,450/-	Structure Type: Structure

Gr. Floor, Area of floor: 1030 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 59 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1030 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 59 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor: 1030 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 59 Years, Roof Type: Pucca, Extent of Completion: Complete

Total: 2000 4 0/	
Total: 3090 sq ft 0 /- 12,51	,450 /-

#### Land Lord Details :

Name	Photo	Finger Print	Signature
Mrs SHIKHA SEAL (Presentant ) Wife of Late Shyam Sundar Seal Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Office			ShikharSeal
	17/05/2022	LTI 17/05/2022	17/05/2022
a garas, west bengar, mu	a, PIN:- 70003, No.:: dcxxxxxx7 xecution: 17/09	/ Sex: Female, B p, Aadhaar No: 8 5/2022	nia, P.S:-Tala, District:-South 24- y Caste: Hindu, Occupation: House 4xxxxxxxxx9621, Status :Individual,

## Developer Details :

1	Name	Photo	Finger Print	Signature
	Mr SOMNATH MANNA Son of Netai Chandra Manna Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place: Office			Sangamenn
		17/05/2022	LTI 17/05/2022	17/05/2022
	Son of Netai Chandra Manna District:-South 24-Parganas, Wes Business, Citizen of: India, PA :Individual, Executed by: Self , Admitted by: Self, Date of A	AN No.:: akxxxx; f, Date of Execut	city:- Not Specified N:- 700046 Sex: N xx1j, Aadhaar N ion: 17/05/2022	P.O:- Gobinda Khatick Road, P.S:-To Male, By Caste: Hindu, Occupation 0: 53xxxxxxxxx1254, Status

#### Identifier Details :

Name Salar Salar Salar	Photo	Finger Print	Signature
Mr SUBIR KUMAR SEAL Son of Late Shyam Sundar Seal 58, Anath Nath Deb Lane, City:- Not Specified, P.O:- Belgachia, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037			Abir Kuer bef.
	17/05/2022 SOMNATH MANNA	17/05/2022	17/05/2022

SI.No	From	To. with area (Name-Area)
1	Mrs SHIKHA SEAL	Mr SOMNATH MANNA-5.96063 Dec
Trans	fer of property for S1	MILES THE RESIDENCE OF THE PARTY OF THE PART
SI.No	From	To. with area (Name-Area)
1	Mrs SHIKHA SEAL	Mr SOMNATH MANNA-3090.00000000 Sq Ft

Endorsement For Deed Number : 1 - 160602373 / 2022

#### On 17-05-2022

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

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

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

Presented for registration at 10:20 hrs on 17-05-2022, at the Office of the A.D.S.R. SEALDAH by Mrs SHIKHA SEAL Executant.

#### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,10,05,201/-

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

Execution is admitted on 17/05/2022 by 1. Mrs SHIKHA SEAL, Wife of Late Shyam Sundar Seal, 58, Anath Nath Deb Lane, P.O. Belgachia, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by Profession House wife, 2. Mr SOMNATH MANNA, Son of Netai Chandra Manna, 15, Gobra Road, P.O. Gobinda Khatick Road, Thana: Topsia, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Hindu, by Profession Business

Indetified by Mr SUBIR KUMAR SEAL, , , Son of Late Shyam Sundar Seal, 58, Anath Nath Deb Lane, P.O: Belgachia, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by profession Business

#### Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/05/2022 12:20PM with Govt. Ref. No: 192022230026072401 on 13-05-2022, Amount Rs: 5,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKT6675500 on 13-05-2022, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 19,021/-

Description of Stamp

Stamp: Type: Impressed, Serial no 4400, Amount: Rs.1,000/-, Date of Purchase: 11/05/2022, Vendor name: M

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/05/2022 12:20PM with Govt. Ref. No: 192022230026072401 on 13-05-2022, Amount Rs: 19,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKT6675500 on 13-05-2022, Head of Account 0030-02-103-003-02

Amitana Charl

Amitava Ghosal ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2022, Page from 85690 to 85708
being No 160602373 for the year 2022.



Digitally signed by AMITAVA GHOSAL Date: 2022.05.20 14:05:28 +05:30 Reason: Digital Signing of Deed.

Anitary Think

(Amitava Ghosal) 2022/05/20 02:05:28 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH West Bengal.

(This document is digitally signed.)