

# DEVELOPMENT AGREEMENT

DATED

20<sup>TH</sup> DAY OF SEPTEMBER, 2022.

REGISTERED AT

THE OFFICE OF THE DISTRICT SUB REGISTRAR - III, AT ALIPORE.

RECORDED IN

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BY

SRI SOMESH JANA AND ANR.

... LAND OWNERS.

AND

NATIONAL ENTERPRISE.

... DEVELOPER.

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F. 14560/22



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Certified that the document is submitted for registration. The stamp and the endorsement are attached with the document. - the p. of this document.

District Sub-Registrar-II  
Alipore, South 24-pargana

20 SEP 2022

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS  
THE 20<sup>TH</sup> DAY SEPTEMBER, 2022 (TWO  
THOUSAND AND TWENTY TWO), ANNO DOMINI.

Subhankar Das  
Alipur Collectorate, 24 PGS. (S)  
SUBHANKAR DAS  
STAMP VENDOR  
Alipur Police Court, Kol-27

Tapajit Ray  
Advocate  
Alipur Judge's Court  
Kolkata - 27

10986 = 1000/-



Identified by  
Shamim Mondal  
S/o- Motalab Mondal  
Alipore police Court  
Kol-27

DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE  
20 SEP 2022

BETWEEN

(1) SRI SOMESH JANA (PAN AAMPJ 9298 B), son of Late Anupam Jana and Gouri Jana, by religion Hindu, by nationality Indian, by occupation Service and residing at H-3/6, Anmol Residency, Kaspate Wasti Road, Near Kalewadi Phata, Wadad, Pune City, Pin Code 411047, Post Office Hinjawadi, Police Station Wakad, State of Maharashtra AND (2) SMT. SOMA GHOSH ALIAS SOMA JANA (PAN AHBPG 7605 H), daughter of Late Anupam Jana and Gouri Jana, wife of Sri Amit Kumar Ghosh, by occupation Service, by religion Hindu, by nationality Indian, residing at Shripur, Hooghly, Pin Code 712812, Post Office Shripur, Police Station Goghat, State of West Bengal, hereinafter jointly called and referred to as the LAND OWNERS (which term or expression shall unless excluded by or repugnant to the context shall mean and include their respective heir/ s, successor/s, executor/s, administrator/s, legal representative / s, assignee/s and person /s, deriving title under him) of the FIRST PART.

A N D

M/S. NATIONAL ENTERPRISE, a Sole Proprietorship Firm, having it's office at 1184, Brahmapur, Badamtala, Kolkata - 700096, Post Office Brahmapur, Police Station - Bansdroni (previously Regent Park), District : South 24-Parganas, being represented by its Sole Proprietor namely SALAMAT ALI MOLLA (PAN AJLPM 4799 C), son of Ramjan Ali Molla, by religion Islam, by nationality Indian, by occupation Business and residing at 1184, Brahmapur, Badamtala, Kolkata - 700096, Post Office Brahmapur, Police Station - Bansdroni (previously Regent Park), District : South 24-Parganas, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's Proprietor's heirs, successors, executors, administrators, legal representatives & assignees) of the SECOND PART.

WHEREAS the Land Owners have agreed to authorize and entrust the Developer herein-named to construct a multi storied building on the below mentioned 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 Kolkata Municipal Corporation 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 OWNERS of the Land Property, which is more fully mentioned under the First Schedule hereunder written and their respective heirs and successors, representatives, executors.

II} The "SECOND PARTY" shall mean and include the "DEVELOPER" and it's Proprietor's heirs, successors, representatives, executors.

III} The said "PROPERTY OR LAND" shall mean ALL THAT the piece and parcel of Land measuring or containing more or less 02 (Two) Cottahs 08 (Eight) Chittacks and 05 (Five) Sq. Ft., along with a Pucca Two Storied Structure measuring about 700 (Seven Hundred) Sq. Ft. in each Floor, totaling to 1400 (One Thousand and Four Hundred Sq. Ft. is standing thereon, within the District: South 24-Parganas, Police Station - Bansdrani (previously Tollygunge thereafter Regent Park), Additional District Sub - Registrar Office at Alipore, Pargana Magura, Mouza Brahmapur, J.L. No. 48, Touzi No. 60, R.S. No. 169, appertaining to the R.S. Khatian No. 551, comprising R.S. Dag No. 302 and C.S. Khatian No. 182, corresponding to R.S. Khatian No. 977, comprised in R.S. Dag No. 301; being Scheme Plot No. 29, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 112, being known and numbered as the KMC Premises No. 463, Hari Sava Math, (being its mailing address as 29, Usha Park, Brahmapur), Kolkata 700084 and assessed under the Assessee No. 31-112-09-0463-6.



IV} "PROPOSED BUILDING" shall mean a G + III storied building, which is going to be constructed, on the said premises mentioned above, to be sanctioned by the Competent Authority of the Kolkata Municipal Corporation.

V} "THE PLAN" shall mean the said Building Plan, to be sanctioned by the Competent Authority of the Kolkata Municipal Corporation, for the purpose of construction of a Multi-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 Kolkata Municipal Corporation.

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, etc.

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

VIII} "LAND OWNERS' ALLOCATION" shall mean the Land Owners / First Party will be provided out of the proposed (probably a G + III storied) building, which will be constructed, as per the Building Plan, to be sanctioned by the Kolkata Municipal Corporation, i.e.

- Entire Third Floor, (except the staircase portion) AND
- One Roof Covered Car Parking Space, measuring about 135 (One Hundred and Thirty Five) Sq. Ft., at the Northern Side of the Ground Floor, out of the Car Parking Spaces, (except the staircase portion and any other statutory portions, which shall be common to all the Owners)-- 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. 2,00,000/- (Rupees Two Lakh) only will be paid by the Developer to the Land Owners herein, out of which Rs. 1,00,000/- (Rupees One Lakh) only has already been paid by the Developer to the Land Owners herein and the balance amount of Rs. 1,00,000/- (Rupees One Lakh) only shall be paid by the Developer to the Land Owners after sanction of the necessary Sanctioned Building Plan.

IX} "DEVELOPER'S ALLOCATION" shall mean the Developer / Second Party will be provided out of the proposed (probably a G + III storied) building, which will be constructed, as per the Building Plan, to be sanctioned by the Kolkata Municipal Corporation, i.e.

- Entire Second Floor (except the staircase portion);
- 01 (One) Self Sufficient Residential Flat (allotted as Tenanted Portion) at the Southern Side, of the Ground Floor (except the staircase portion);
- 01 (One) Roof Covered Car Parking Space; measuring about 135 (One Hundred and Thirty Five) Sq. Ft. at the Northern side, of the Ground Floor, out of the Car Parking Spaces, (except the staircase portion, which shall be common to all the Owners) --- TOGETHER WITH the undivided, indivisible and common areas and facilities to be constructed will be of the Developer's Allocation.

It is to be mentioned here that the entire First Floor shall be the joint allocation of both the Land Owners and Developer Concern, which shall be saleable jointly to the Prospective Purchaser / s and the consideration amount received therefrom shall be paid to both the Land Owners as well as the Developer Concern in equal proportion.

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 their respective allocation.

### DETAILS OF THE TITLE OF THE LAND

WHEREAS one Gouri Jana (wife of Late Anupam Jana) was the sole and absolute Owner and Possessor of ALL THAT the piece and parcel of Land measuring or containing more or less 02 (Two) Cottahs 08 (Eight) Chittacks and 05 (Five) Sq. Ft., along with a Pucca Two Storied Structure measuring about 700 (Seven Hundred) Sq. Ft. in each Floor, totaling to 1400 (One Thousand and Four Hundred Sq. Ft. is standing thereon, within the District: South 24-Parganas, Police Station – Bansdroni (previously Tollygunge thereafter Regent Park), Additional District Sub – Registrar Office at Alipore, Pargana Magura, Mouza Brahmapur, J.L. No. 48, Touzi No. 60, R.S. No. 169, appertaining to the R.S. Khatian No. 551, comprising R.S. Dag No. 302 and C.S. Khatian No. 182, corresponding to R.S. Khatian No. 977, comprised in R.S. Dag No. 301, being Scheme Plot No. 29, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 112, being known and numbered as the KMC Premises No. 463, Hari Sava Math, (being its mailing address as 29, Usha Park, Brahmapur), Kolkata 700084 and assessed under the Assessee No. 31-112-09-0463-6, by way of purchasing the same, against receipt of a fair consideration, from the then Owners namely Ahed Ali Gazi alias Wahed Ali Gazi (son of Late Umed Ali Gazi) and others and by virtue of execution and registration of a Bengali Deed of Conveyance on 15.10.1966. The said Deed has been registered at the Office of the Sub Registrar, at Alipore and recorded in Book No. I, Volume No. 155, from 71 to 81 Pages and being known and numbered as the Deed No. 8292 for the year 1966.

On and from the date of the purchase of the Schedule mentioned property, the said Gouri Jana has started to possess and enjoy the same solely and absolutely without any disturbance and/ or hindrance from anybody and thereafter mutated her name in the books and records of the Competent Authority of the Kolkata Municipal Corporation and the said property has started to be known and numbered as KMC Premises No. 463, Hari



Sava Math, Kolkata 700084 and assessed under the Assessee No. 31-112-09-0463-6 and also recorded her name in the books and records of the B.L. & L.R.O., and his name has accordingly been recorded under L.R. Khatian No. 2709 and thereby started to pay its taxes, rents and other payables to the Concerned Authority regularly.

Subsequently, the said Gouri Jana died intestate on 17.04.2021, leaving behind her, her only son namely Sri Somesh Jana and only married daughter namely Soma Ghosh alias Soma Jana as her only legal heirs and / successors to inherit and / or succeed the properties as left by the deceased Gouri Jana.

It is to be mentioned here that the husband of the said Gouri Jana i.e., Anupam Jana predeceased her on 11.04.2012.

Hence, in accordance with the provisions of the Hindu Succession Act, 1956, after the demise of the deceased Gouri Jana, the said Somesh Jana and Soma Ghosh alias Soma Jana became the joint Owners and Possessors of the above mentioned Property by virtue of Law of Inheritance.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Somesh Jana and Soma Ghosh alias Soma Jana, being the Land Owners herein-named, for the purpose of better utilization of the property and to gain something more out of their property, have decided to raise a multi - storied building there on their 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 their desire through a Developer, they have decided to entrust the above-named M/S. NATIONAL ENTERPRISE, represented by its Sole Proprietor SALAMAT ALI MOLLA, to raise a multi - storied building there on their 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 Owners do hereby declare that they have 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 Owners 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 Owners 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 Kolkata Municipal Corporation.

c. The Land Owners 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 Owners that they are the absolute owners 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 Owners shall put the Developer into Joint possession with them in the said premises and the Land Owners do 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, the Developer will deliver the possession to the Land Owners of their allocation by issuing Letter of Possession more fully stated in THE SECOND SCHEDULE herein below and the Developer will be free from its obligation after handing over the Owners' Allocation to the Land Owners.

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 one shifting for storage of furniture to the Land Owners herein. The Land Owners shall take the possession of their Allocation within 30 days from the date of intimation by the Developer.

iv) 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, 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.

v) After completion of construction of the proposed building, the Developer shall be entitled to complete the sale of the Flats, Car Parking, etc., to the intending Purchaser / s out of its 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 Owners herein through the Developer, being their lawful 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 Owners herein will be under strict obligation to take the delivery of the possession of their Allocation within 30 (Thirty) days from the date of intimation, to be made by the Developer.

vi) The Developer shall submit the Building Plan with its modification and / or alteration, if any, to The Kolkata Municipal Corporation and / or to the appropriate authority for its modifications or approval in the name of the Land Owners 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 Owners 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 Owners will make any modifications and / or alteration out of their allocation, after getting the required Building Plan, sanctioned from the Competent Authority of The Kolkata Municipal

Corporation, then the Land Owners have to bear the expenses for regularization of the same.

vii) 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 Kolkata Municipal Corporation, 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 Kolkata Municipal Corporation, at the costs and responsibilities of the Developer and the Developer will remain positively liable to avail the required Completion Certificate from the Competent Authority of the Kolkata Municipal Corporation, after completion of the construction of the proposed building.

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

ix) The Land Owners 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.

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

xi) Any outstanding payment of rents, rates and taxes etc. before the Competent Authority of the Kolkata Municipal Corporation will be the responsibility of the Land Owners, 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 Owners, the Land Owners will become duty bound to pay the proportionate share of all payables in respect of their allocation.

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

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

xiv) That the Land Owners 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 Kolkata Municipal Corporation with standard building materials and facilities and in conformity with the Building Rules.

ii) The Developer shall be authorized in the name of the Land Owners 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 Owners 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 30 (Thirty) calendar months from the date of the sanction of building plan from the Kolkata Municipal Corporation.

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

v) The Land Owners shall regularize the papers and / or documents in respect of the said property before the Competent Authority of the Kolkata Municipal Corporation before execution of this document.

### CONSIDERATION AND COVENANTS THEREOF:

i) All costs of construction as to be so incurred by the Developer on behalf of the Land Owners shall be deemed to be the payment made by the Land Owners towards the consideration for the permission given by the Land Owners to utilize their land for construction of the proposed building and for the cost of the construction of the Land Owners' allocation in the said proposed building in its habitable conditions and upon making all arrangements to put the Land Owners in occupation in their 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 his own costs

and / or at the expenses of the proposed buyers or expected buyers of the flats, garages, spaces, etc., and the Land Owners shall not interfere with the Developer's fixing any rate for construction of the proposed flats, garages, spaces, etc., within his 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 properties shall be paid and borne by the Developer and there after the Developer shall be liable to pay in proportion for the undelivered and unsold flats out of his allocation.

ii) As and from the date of handing over the physical possession of the Land Owners' Allocation of the flats, etc., to the Land Owners, the Land Owners shall be responsible to pay and bear all rates, taxes, service charges etc., for the common facilities / portions of their 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 Owners herein shall not object to that.

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

i) The Developer after examination of all documents, which are produced before him, after searching the title of the Land Owners and being fully satisfied with the marketable title, has entered into this agreement.

ii) That the Land Owners 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 Owners nor shall be the Developer and the Owners 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 except the Owners' allocation, with any prospective buyer or buyers and the Developer shall also be entitled to receive money in 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 Owners into the possession of the Allocation of the Land Owners 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 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 shall become entitled to enter into any Agreement for Sale with any intending Purchaser 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 Owners shall at the request of the Developer, execute and register, before the Competent Authority, the required Development Power of Attorney, in favour of the Developer, on the strength of which the Developer will become eligible to execute



required Deed or Deeds of Sale of any flat/s or any portion of the said building from the Developer's allocation to every intending or prospective buyer or buyers, on behalf of the 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 Owners' allocation in lieu of and/or as and by way of cost of construction along with the remuneration of the Developer for the construction of the building, described in the THIRD SCHEDULE only and the said Developer shall be liable to pay all taxes and outgoings including Income tax thereof for his transfers and/or assignments.

vii) The Land Owners 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 Owners and the Developer, in favour of any buyer of any flat or any portion thereof together with proportionate share or interest in the land and the Developer shall be entitled to appropriate the entire sale proceeds of the said sale.

viii) The consideration money which will be mentioned in the Deed of Sale executed by the Owners, through their lawful 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 Owners and the Land Owners shall not be liable to pay any tax in respect of the said money. Subject to the aforesaid, the Land Owners and/or their 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 Owners for the construction of the said building and also for Land Owners' allocation.

x) The Land Owners do hereby authorize and fully empower the Developer to prepare and to do all acts, deeds and things which will be necessary to be done by the Land Owners 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 OWNERS 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 of Developer's Allocation and execution of the Deeds by the Developer for and on behalf of the Owners as their Attorney, but the right and power of disposal and execution of the Deed / s will be in respect of the Developer's Allocation only.

xi) If any dispute or differences arises between the parties for the implementation of the terms of this agreement or regarding the interpretation of the language of this Agreement or in respect of any of the terms of this Agreement, 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.

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

xiii) The Land Owners 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 Kolkata Municipal Corporation and render all possible co-operations by the Land Owners 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 Owners will become entitled to take necessary action for the same.

xiv) The Land Owners do hereby give license and permission to the Developer and/or their 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.

xv) The Land Owners or their appointed or nominated person/s will be under the obligation to sign and execute from time to time the papers and the necessary applications for layouts, sub-division, construction of the building for the approval by the Kolkata Municipal Corporation or other Authorities but all the costs, charges and expenses including the charges for Architect in this connection shall be borne and paid by the Developer and he shall hereby indemnify and keep indemnified the Land Owners 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 Owners.

xvi) If necessary, the Land Owners or their 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.

xvii) The Land Owners 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 they have not created any mortgage, charge or any other encumbrances of the said property as mentioned herein.

xviii) The Land Owners 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.

xix) The Land Owners 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 them.

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

xxi) Simultaneously with the execution of this Agreement, the Land Owners shall deliver all the original documents relating to the right, title, interest and possession of them in the said property and the Developer will grant proper receipt to that effect and the Land Owners undertake to hand-over all such other original documents to the Developer. It is assured by the Land Owners that they 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 Owners will resolve and settle the same at their own cost and expenses but if required the Developer will co-operate the Land Owners keeping themselves within the jurisdiction of Law.

xxii) The Developer and his 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 the allotted portion and also by publication in the paper. And the Land Owners will not raise any objection or put any question or ask anything for the same if not prejudiced in any way.

xxiii) The Land Owners further undertakes to execute a Power of Attorney in favour of the Developer simultaneously with the execution of this Agreement afterwards when required conferring authority to dispose of the Developers' allocated portion in the said building by executing and registering respective Deed of Sale in favour of intending buyer and/ or buyers.

xxiv) The amount realized by the sale proceeds of the Developer's 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.



other miscellaneous expenses incurred by the Developer (i.e., the same will be adjusted against their account).

xxv) 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.

xxvi) The Developer shall indemnify and keep indemnified the Land Owners against all losses, damages, costs, charges and expenses that will be incurred by or suffered by the Land Owners 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.

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

xxviii) If any accident or mishaps occurs during the construction of the building, the Developer shall be jointly liable for the same and in any circumstances, the Land Owners shall not have any liability.

xxix) If during the mid-way of construction, the work of construction is stopped, by the Land Owners illegally or the Agreement is cancelled by the Land Owners illegally or the Developer is restricted illegally to construct, then the Developer will be at liberty to claim for his investment, charges for labour, set-up, ideas and profit in addition with the interest on investment and damages also along with the refundable amount which has been paid till date by the Developer to the Land Owners herein and then the Land Owners will stand liable to reimburse the same as per the Bill raised on scrutiny, but in case the Developer could not be able to complete the construction within the stipulated period then the Land Owners may cancel the Agreement and then the Developer will remain entitled to get refund of his investments etc. as mentioned above and to release the Project.

xxx) 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 or containing more or less 02 (Two) Cottahs 08 (Eight) Chittacks and 05 (Five) Sq. Ft., along with a Pucca Two Storied Structure measuring about 700 (Seven Hundred) Sq. Ft. in each Floor, totaling to 1400 (One Thousand and Four Hundred Sq. Ft. is standing thereon, within the District: South 24-Parganas, Police Station - Bansdroni (previously Tollygunge thereafter Regent Park Additional District Sub - Registrar Office at Alipore, Pargana Magura, Mouza Brahmapur J.L. No. 48, Touzi No. 60, R.S. No. 169, appertaining to the R.S. Khatian No. 51 comprising R.S. Dag No. 302 and C.S. Khatian No. 182, corresponding to R.S. Khatian No. 977, comprised in R.S. Dag No. 301, being Scheme Plot No. 29, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 112, being known and numbered as KMC Premises No. 463, Hari Sava Math, (being its mailing address as 29, Usha Park Brahmapur), Kolkata 700084 and assessed under the Assessee No. 31-112-09-0463-6.

The property is butted and bounded by:

ON THE NORTH : 16'-00" wide Road;  
ON THE SOUTH : Property under Plot No. 35;  
ON THE EAST : Property under R.S. Dag No. 307;  
ON THE WEST : 16'-00" wide Road.

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

The LAND OWNER'S ALLOCATION shall mean the Land Owner / First Party will be provided out of the proposed (probably a G + III storied) building, which will be constructed, as per the Building Plan, to be sanctioned by the Kolkata Municipal Corporation, i.e.

- Entire Third Floor, (except the staircase portion) AND
- One Roof Covered Car Parking Space, measuring about 135 (One Hundred and Thirty Five) Sq. Ft., at the Northern Side of the Ground Floor, out of the Car Parking Spaces, (except the staircase portion and any other statutory portions, which shall be common to all the Owners)-- 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. 2,00,000/- (Rupees Two Lakh) only will be paid by the Developer to the Land Owners herein, out of which Rs. 1,00,000/- (Rupees One Lakh) only has already been paid by the Developer to the Land Owners herein and the balance amount of Rs. 1,00,000/- (Rupees One Lakh) only shall be paid by the Developer to the Land Owners after sanction of the necessary Sanctioned Building Plan.

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

The "DEVELOPER'S ALLOCATION" shall mean the Developer / Second Party will be provided out of the proposed (probably a G + III storied) building, which will be constructed, as per the Building Plan, to be sanctioned by the Kolkata Municipal Corporation, i.e.

- Entire Second Floor (except the staircase portion);
- 01 (One) Self Sufficient Residential Flat (allotted as Tenanted Portion) at the Southern Side, of the Ground Floor (except the staircase portion);
- 01 (One) Roof Covered Car Parking Space, measuring about 135 (One Hundred and Thirty Five) Sq. Ft. at the Northern side, of the Ground Floor, out of the Car Parking Spaces, (except the staircase portion, which shall be common to all the Owners) --- TOGETHER WITH the undivided, indivisible and common areas and facilities to be constructed will be of the Developer's Allocation.

It is to be mentioned here that the entire First Floor shall be the joint allocation of both the Land Owners and Developer Concern, which shall be saleable jointly to the Prospective Purchaser / s and the consideration amount received therefrom shall be paid to both the Land Owners as well as the Developer Concern in equal proportion.

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.



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.

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. 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 Tiles of 2'x2', Dining cum Drawing with 2'x2' Vitrified Tiles and the Staircases landing will be made by Marble.

KITCHEN: Kitchen will be provided with 2'x2' Marble / Tiles Slab on Floor and dado finish with Glazed Tiles up to 2'-6" from Green Marble Cooking Top and one steel sink will be provided therein and 2 tap connections will be therein kitchen.

BATHROOM: In all the Toilets and W.C. 2'x2' Tiles floor and Dado finish with glaze tiles of 8"x12" up to the level of 6' from the floor as per the height from the lowest level of the floor top of the Bathroom. All the Bathrooms will be provided with Western Style White coloured Commode and Two Tap connections and One Shower Connection and One Cistern connection, Only Toilets shall be provided with Hot and Cold Mixtures. All Sanitary fittings will be made by Standard Quality material as available in the market.

DOORS: All the doors of each of the flats will be Flush Door having wooden frame. The Bathroom & Kitchen will be provided with PVC types doors.

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 M.S. Grill.

WALL FINISH: Inside walls will be finished with Wall Putty 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; the kitchen will be provided with 01 light point and 01 exhaust fan point.

and one 15 amp. Plug point and the bathrooms will be provided with 01 light point and 01 exhaust fan point and one Geyser Point will be provided. One A/C line will be provided in One bedroom of each Flat.

The responsibility for installation of the main Electric Meter will be with the Developer i.e. the Second party herein but, the cost of the Common Meter and / or transformer's proportionate share will be borne by the Occupiers / purchasers / owners 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 Wall Putty.

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 P.V.C. made of any recognized company available in the market like Sintex, Patton etc. or may be R.C.C. Overhead Tank as per the Building Sanction Plan or as per Developer's Choice.

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.

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

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

# Proportionate share of Transformer cost to be borne by the Land Owner and Purchaser/s.

# A/C line will cost Rs.6000/- extra per point to be paid by the Land Owner / Purchaser/s if asked for.

: NOTE :

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

IN WITNESS WHEREOF the Parties 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) Riya Gupta

Advocate  
Alipore Criminal Court,  
Kolkata 700027.

(2) Shamim Moudal  
Alipore, police court  
kol-27

*Soma Ghosh Jena*  
Soma Ghosh Jena  
SIGNATURE OF THE LAND OWNERS

NATU  
*Lalant Pri Moller*  
Sole Proprietor

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:

*Japir D*  
Advocate

Alipore Judges' Court,  
Kolkata- 700027.

F-118 of 155 of 2009.

RECEIPT

RECEIVED from the Developer a sum of Rs.1,00,000/- (Rupees One Lakh)  
only, as per the Memo below:-

MEMO OF CONSIDERATION

- Paid by Cash

1,00,000

Total

Rs. 1,00,000/-

(Rupees One Lakh) only

WITNESSES:

(1) Riya Gupta

Advocate

Alipore Criminal Court,  
Kolkata - 700027.

(2) Shamim Moudal

Alipore, police Court  
KOL-27

Somen Jank

Soma Ghosh Jank

SIGNATURE OF THE LAND OWNERS

Signature of witness

8





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Left Hand					

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Right Finger					

NAME - SOMESH JANA

SIGNATURE.....*Somesh Jana*.....



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Left Hand					

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Right Finger					

NAME - SOMA GHOSH ALIAS SOMA JANA

SIGNATURE.....*Soma Ghosh Alias Soma Jana*.....



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Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME - SALAMAT ALI MOLLA

SIGNATURE *Salamat Ali Molla*



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Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME -

SIGNATURE.....

### Major Information of the Deed

Deed No.	I-1603-14560/2022	Date of Registration	20/09/2022
Query No. / Year	1603-2002610813/2022	Office where deed is registered	
Query Date	30/08/2022 1:39:03 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	TAPAJIT ROY ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830882206, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreeeme [No of Agreement ; 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 21,00,000/-	Rs. 29,75,627/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 2,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urbar area)		

### Land Details :







District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Harisabl Math, , Premises No: 463, , Ward No: 112 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	2 Katha 8 Chatak 5 Sq Ft	20,00,000/-	20,30,627/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
Grand Total :				4.1365Dec	20,00,000 /-	20,30,627 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1400 Sq Ft.	1,00,000/-	9,45,000/-	Structure Type: Structure
Gr. Floor, Area of floor: 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1400 sq ft	1,00,000 /-	9,45,000 /-	

# Land Lord Details :



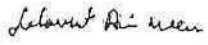


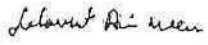


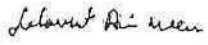
Sl No	Name	Address	Photo	Finger Print	Signature
1	Mr SOMESH JANA Son of Late ANUPAM JANA Executed by: Self, Date of Execution: 20/09/2022 Admitted by: Self, Date of Admission: 20/09/2022, Place : Office	H-3/6, ANMOL RESIDENCY, KASPATE WASTI ROAD, WADAD,, City:- , P.O:- HINJAWADI, P.S:- WANWADI, District:-Pune, Maharashtra, India, PIN:- 411057 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AAXxxxxx8B, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/09/2022 Admitted by: Self, Date of Admission: 20/09/2022, Place : Office		 LTI 20/09/2022	 20/09/2022
2	Mrs SOMA GHOSH JANA, (Alias: Mrs SOMA JANA) Wife of Mr AMIT KUMAR GHOSH Executed by: Self, Date of Execution: 20/09/2022 Admitted by: Self, Date of Admission: 20/09/2022, Place : Office	SHRIPUR, HOOGHLY, City:- , P.O:- SHRIPUR, P.S:-Goghat, District:-Hooghly, West Bengal, India, PIN:- 712812 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AHxxxxxx5H, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/09/2022 Admitted by: Self, Date of Admission: 20/09/2022, Place : Office		 LTI 20/09/2022	 20/09/2022

## Developer Details :



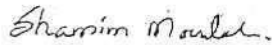
Sl No	Name	Address	Photo	Finger print and Signature
1	NATIONAL ENTERPRISE 1184, BRAHMAPUR, BADAMTALA, City:- , P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096 , PAN No.: AJxxxxxx9C, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			



# Representative Details :

Sl No	Name Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr SALAMAT ALI MOLLA (Presentant)</b>            Son of Mr RAMJAN ALI MOLLA            Date of Execution - 20/09/2022, , Admitted by: Self, Date of Admission: 20/09/2022, Place of Admission of Execution: Office         </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 20 2022 11:36AM</td> <td>LTI 20/09/2022</td> <td>20/09/2022</td> <td></td> </tr> </tbody> </table> <p>1184, BRAHMAPUR BADAMTALA, City:- , P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJxxxxxx9C, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NATIONAL ENTERPRISE (as SOLE PROPRIETOR)</p>	Name	Photo	Finger Print	Signature	<b>Mr SALAMAT ALI MOLLA (Presentant)</b> Son of Mr RAMJAN ALI MOLLA Date of Execution - 20/09/2022, , Admitted by: Self, Date of Admission: 20/09/2022, Place of Admission of Execution: Office				Sep 20 2022 11:36AM	LTI 20/09/2022	20/09/2022	
Name	Photo	Finger Print	Signature										
<b>Mr SALAMAT ALI MOLLA (Presentant)</b> Son of Mr RAMJAN ALI MOLLA Date of Execution - 20/09/2022, , Admitted by: Self, Date of Admission: 20/09/2022, Place of Admission of Execution: Office													
Sep 20 2022 11:36AM	LTI 20/09/2022	20/09/2022											

## Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr SHAMIM MONDAL</b> Son of Mr MOTALEB MONDAL ALIPORE POLICE COURT, KOLKATA, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	20/09/2022	20/09/2022	20/09/2022

Identifier Of Mr SOMESH JANA, Mrs SOMA GHOSH JANA, Mr SALAMAT ALI MOLLA

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr SOMESH JANA	NATIONAL ENTERPRISE-2.06823 Dec
2	Mrs SOMA GHOSH JANA	NATIONAL ENTERPRISE-2.06823 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr SOMESH JANA	NATIONAL ENTERPRISE-700.00000000 Sq Ft
2	Mrs SOMA GHOSH JANA	NATIONAL ENTERPRISE-700.00000000 Sq Ft

Endorsement For Deed Number : I - 160314560 / 2022

On 20-09-2022

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 20-09-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SALAMAT ALI MOLLA .

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 29,75,627/-

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

Execution is admitted on 20/09/2022 by 1. Mr SOMESH JANA, Son of Late ANUPAM JANA, H-3/6, ANMOL RESIDENCY, KASPATE WASTI ROAD, WADAD., P.O: HINJAWADI, Thana: WANWADI, , Pune, MAHARASHTRA, India, PIN - 411057, by caste Hindu, by Profession Service, 2. Mrs SOMA GHOSH JANA, Alias Mrs SOMA JANA, Wife of Mr AMIT KUMAR GHOSH, SHRIPUR, HOOGHLY, P.O: SHRIPUR, Thana: Goghat, , Hooghly, WEST BENGAL, India, PIN - 712812, by caste Hindu, by Profession Service

Indetified by Mr SHAMIM MONDAL, , Son of Mr MOTALEB MONDAL, ALIPORE POLICE COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Student

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

Execution is admitted on 20-09-2022 by Mr SALAMAT ALI MOLLA, SOLE PROPRIETOR, NATIONAL ENTERPRISE (Sole Proprietorship), 1184, BRAHMAPUR, BADAMTALA, City:- , P.O:- BRAHMAPUR, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700096

Indetified by Mr SHAMIM MONDAL, , Son of Mr MOTALEB MONDAL, ALIPORE POLICE COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Student

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 18/09/2022 6:51PM with Govt. Ref. No: 192022230123952538 on 18-09-2022, Amount Rs: 2,021/-, Bank: SBI EPay ( SBIPay), Ref. No. 3638967753319 on 18-09-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 4,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10986, Amount: Rs.1,000.00/-, Date of Purchase: 14/09/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/09/2022 6:51PM with Govt. Ref. No: 192022230123952538 on 18-09-2022, Amount Rs: 4,021/-, Bank: SBI EPay ( SBIPay), Ref. No. 3638967753319 on 18-09-2022, Head of Account 0030-02-103-003-02

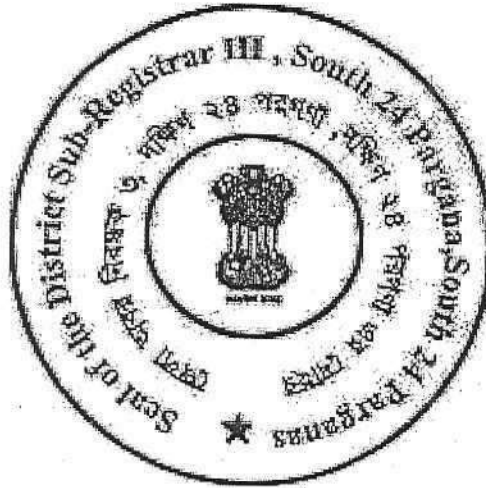


Debasish Dhar  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 519911 to 519944  
being No 160314560 for the year 2022.



*Shan*

Digitally signed by Debasish Dhar  
Date: 2022.10.17 18:53:40 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/10/17 06:53:40 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)

17/10/2022 Query No:-16032002610813 / 2022 Deed No :I - 160314560 / 2022, Document is digitally signed.

Page 34 of 34

# DEVELOPMENT AGREEMENT

DATED

20<sup>TH</sup> DAY OF SEPTEMBER, 2022.

REGISTERED AT

THE OFFICE OF THE DISTRICT SUB REGISTRAR - III, AT ALIPORE.

RECORDED IN

BOOK NO. I

VOLUME NO. 1603 - 2022

PAGES FROM 519911 TO 519944

BEING NO. 160314560 FOR THE YEAR 2022.

BY

SRI SOMESH JANA AND ANR.

... LAND OWNERS.

AND

NATIONAL ENTERPRISE.

... DEVELOPER.