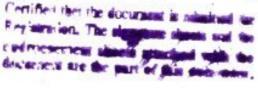


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# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the .1.5th day of March, Two Thousand Twenty Three (2023)

NAME Amitaha Sam (Ach)
ADDRESS Alipare Judges Court
RS 100 T

TANMOY KAR PURKAYASTHA (STAMP VENDOR) ALIPORE POLICE COURT KOLKATA-27



Shyamal Sardar

Advocate

Sto Lak Afit Sardar

of 2012H. Chetle Hut Road

P.O + P.S. Alipore

Kolkake- 700027

District Sub-Registration Registrat U/S 7 (2) or Registration 1905
Alloure, South 24 Parganet

#### BETWEEN

SRI ANIL CHANDRA DEY, (PAN: BDPPD9769J), (AADHAAR NO. 8694 1828 9393) and (MOBILE NO. 9831092227), son of Late Rabati Mohan Dey, by nationality Indian, by religion Hindu, by occupation Retired, residing at 15/1/20, Jheel Road, P.O. - Dhakuria, P.S. - Garfa, Kolkata - 700031, West Bengal, hereinafter referred to as the "OWNER" (which term or expression shall, unless excluded by or repugnant to the context be always mean and include his heirs, executors, legal representatives, administrators and assigns) of the ONE PART

## AND

GLOBAL CONSTRUCTION, a sole proprietorship firm, having its office at 2/6, Sree Colony, P.O. Regent Estate, P.S. Netaji Nagar, Kolkata - 700 092 and represented by its sole proprietor SRI KAMAL CHANDRA KARMAKAR, (PAN: AGAPK4391E), (AADHAAR NO. 9573 7713 8319) and (MOBILE NO. 9831149542), son of Late Jitendra Nath Karmakar, by nationality Indian, by religion Hindú, by occupation Business, residing at 2/11, Sree Colony, P.O. Regent Estate, P.S. Netaji Nagar, Kolkata - 700 092, hereinafter called the "DEVELOPER" (which term or expression shall, unless excluded by or repugnant to the context always mean and include its successors, successors-in-office, executors, administrators and assigns) of the OTHER PART.

WHEREAS by an Indenture of Conveyance (Bengali Saff Bikroy Kobala), registered in the office of the Sub-Registrar, Baruipur, District - the then 24-Parganas, and recorded in Book No. I, Volume No. 49, from pages 289 to 294, Being No. 4534 for the year 1952, one Sudhir Chandra Mitra, since deceased and



Salil Chandra Mitra as purchasers jointly purchased for a valuable consideration from one Md. Golam Ali Mina and Md. Hossain Mina, both resident of Arakpur, P.S. – the then Sadar Tollygunge, District – the then 24-Parganas, purchased ALL THAT piece or parcel of Sali land measuring more or less 4 cottahs 4 sq. ft. out of which 6 Chittacks 38 sq. ft. land in Dag No. 1126 and 3 Cottahs 9 Chittacks 11 sq. ft. in Dag No. 1127 under erstwhile Khatian No. 234, Hal Khatian No. 1191 of Mouza: Kumrakhali, J.L. No. 48, R.S. No. 133, Touzi No. 256, Pargana – Medanmallya, under Police Station and Sub Registry – Sonarpur, District the then 24-Parganas, presently 24-Parganas (South), free from all encumbrances and liabilities whatsoever.

AND WHEREAS thereafter the said Sudhir Chandra Mitra, since deceased and Salil Chandra Mitra recorded their names in respect of the sale Sali land measuring more or less 4 cottahs 4 sq. ft. in the records of the Government of West Bengal and started enjoying the said land on payment of land revenue in the land Dept. of the Govt. of West Bengal.

AND WHEREAS the said Sudhir Chandra Mitra, since deceased and the said Salil Chandra Mitra while thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Sali land measuring more or less 4 cottahs and 4 sq. ft., said Sudhir Chandra Mitra, died intestate as bachelor leaving behind him surviving his mother Smt. Shanti Lata Mitra as one of the legal heirs along with his brother Salil Chandra Mitra who became the joint owners of the said land measuring 4 Cottahs and 4 sq. ft., situate lying at and comprised in Dag No. 1126 and 1127 under erstwhile Khatian No. 234, Hal Khatian No. 1191 of Mouza: Kumrakhali, J.L. No. 48, R.S. No. 133, Touzi No. 256, Pargana – Medanmallya, under Police Station and Sub Registry - Sonarpur,



District the then 24-Parganas, presently 24-Parganas (South) by virtue of inheritance:

AND WHEREAS thereafter the said Smt. Shanti Lata Mitra and Sri Salil Chandra Mitra due to requirement of cash money sold, conveyed and transferred for a valuable consideration ALL THAT piece or parcel of Sali land, measuring more or less 4 Cottahs and 4 sq. ft. out of which 6 Chittacks 38 sq. ft. land in Dag No. 1126 and 3 Cottahs 9 Chittacks 11 sq. ft. in Dag No. 1127 under erstwhile Khatian No. 234, Hal Khatian No. 1191 of Mouza: Kumrakhali, J.L. No. 48, R.S. No. 133, Touzi No. 256, Pargana - Medanmallya, under Police Station and Sub Registry - Sonarpur, District the then 24-Parganas, presently 24-Parganas (South) unto Smt. Rehana Begam, wife of Imtiaz Begam, by an Indenture of Conveyance (Bengali Saff Bikroy Kobala), dated 25.06.1992, registered in the office of the District Sub-Registrar of South 24-Parganas, at Alipore and recorded in Book No. I, Volume No. 207, from pages 312 to 318, Being No. 11046 for the year 1992 free from all encumbrances and liabilities whatsoever;

AND WHEREAS thereafter by an Indenture of Conveyance (Bengali Saff Bikroy Kobala), dated 16.02.1999, registered in the office of the District Sub-Registrar – IV at Alipore and recorded in Book No. I, C.D. Volume No. 10, from pages 2978 to 2995, Being No. 02048 for the year 2008, the said Smt. Rehana Begam, wife of Imtiaz Begam as vendor, sold, conveyed and transferred for a valuable consideration unto the Purchaser Sri Anil Chandra Dey, son of Rabati Mohan Dey ALL THAT piece or parcel of Sali land, measuring more or less 4 Cottahs and 4 sq. ft. out of which 6 Chittacks 38 sq. ft. land in Dag No. 1126 and 3 Cottahs 9 Chittacks 11 sq. ft. in Dag No. 1127 under erstwhile Khatian No. 234, Hal Khatian No. 1191 of Mouza: Kumrakhali, J.L. No. 48, R.S. No. 133, Touzi



No. 256, Pargana - Medanmallya, under Police Station and Sub Registry - Sonarpur, District the then 24-Parganas, presently 24-Parganas (South);

AND WHEREAS though the said land measuring more or less 4 Cottahs and 4 sq. ft. was in reality a Sali land but the said land was mentioned as Bastu land by mistake due to inadvertence of the advocate who registered the said Indenture of Conveyance (Bengali Saff Bikroy Kobala), dated 16.02.1999 and as such the Schedule containing the description of the sold property mentioned the land as Bastu land;

AND WHEREAS by virtue of the purchase the said Anil Chandra Dey became the owner of ALL THAT piece or parcel of Sali land, measuring more or less 4 Cottahs and 4 sq. ft. out of which 6 Chittacks 38 sq. ft. land in Dag No. 1126 and 3 Cottahs 9 Chittacks 11 sq. ft. in Dag No. 1127 under erstwhile Khatian No. 234, Hal Khatian No. 1191 of Mouza: Kumrakhali, J.L. No. 48, R.S. No. 133, Touzi No. 256, Pargana – Medanmallya, under Police Station and Sub Registry – Sonarpur, District the then 24-Parganas, presently 24-Parganas (South), morefully described in the FIRST SCHEDULE and has mutated his name in the records of the B.L. & L.R.O., Sonarpur, District – South 24-Parganas in respect of the FIRST SCHEDULE property and has been enjoying the said property on payment of land revenues regularly from time to time;

AND WHEREAS the said FIRST SCHEDULE property containing land measuring 4 Cottahs and 4 sq. ft. has been recorded in L.R. Khatian No. 3979, being Plot No. 1193 and 1195 out of which 1193 contains 0.01 acre of Danga land equivalent to 6 Chittacks 38 sq. ft. Danga land and Plot No. 1195 contains 0.06 acre of Sali land equivalent to 3 Cottahs 9 Chittacks 11 sq. ft. Sali Land, totaling 4 Cottahs 4 sq. ft. of land in Mouza – Kumrakhali, J.L. No. 48, L.R. Khatian No.

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3979 under Police Station - Sonarpur and has been assessed as Holding No. 3204 under Ward No. 27, South Kumrakhali, bearing Assessee No. 1104302448416 under Rajpur-Sonarpur Municipality District - South 24-Parganas;

AND WHEREAS the said Anil Chandra Dey as absolute owner of the said land, fully mentioned in the FIRST SCHEDULE hereunder, has filed an application in Form No. 1A before the land and Land Reforms Dept. of the Govt. of West Bengal for conversion of the character of the said land from Danga and Sali to Bastu on 29.09.2022, vide Case No. CN/2022/1615/9052 and accordingly the character of the said land has been converted to Bastu in terms of the order being Memo No. 41/Conv/3743/BLR-SNP/22/ Dt 12.10.22;

AND WHEREAS the said purchaser Sri Anil Chandra Dey, as absolute owner is thus absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land measuring more or less 4 cottahs 4 sq. ft. out of which Plot No. 1193 contains 0.01 acre of Bastu land equivalent to 6 Chittacks 38 sq. ft. Bastu land and Plot No. 1195 contains 0.06 acre of Bastu land equivalent to 3 Cottahs 9 Chittacks 11 sq. ft. Bastu Land, totaling 4 Cottahs 4 sq. ft. of land in Mouza – Kumrakhali, J.L. No. 48, L.R. Khatian No. 3979 under Police Station – Sonarpur, under Rajpur-Sonarpur Municipality, District the then 24-Parganas, presently 24-Parganas (South), Sub-Registry office Sonarpur free from all encumbrances and liabilities whatsoever, morefully mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the "SAID PREMISES";

AND WHEREAS the said premises is free from all encumbrances, lien, mortgages, lispendens whatsoever.



AND WHEREAS the owner is the absolute owner-in-possession of the said premises in which none other than the owner has any right, title, interest and possession.

AND WHEREAS the owner with a view to develop the said premises, morefully described in the FIRST SCHEDULE hereunder written, by way of constructing straight three storied residential building according to the sanction plan of the Rajpur-Sonarpur Municipality, approached the developer for construction of a straight three storied residential building on the basis of sharing of allocation of the proposed building as owner's allocation of certain percentage and developer's allocation of certain percentage to be given to developer in lieu of developer's investment for development of the premises with right of transfer of developer's allocation to the intending purchasers, on some terms and conditions;

AND WHEREAS the developer having found the offer of the owner suitable, accepted the offer of the owner and subject to the terms and conditions hereinafter contained, has agreed to permit the Developer to develop the said premises, morefully described in the FIRST SCHEDULE hereto by way of constructing a proposed straight three storied building thereon in accordance with the sanctioned plan as may be sanctioned by the Rajpur-Sonarpur Municipality who shall pay the consideration of the said property to the owner by way of providing constructed area of the proposed building in the form of flats and money consideration as owner's allocation as mentioned in the SECOND SCHEDULE hereunder having right to alienate and transfer the balance constructed area of the proposed building as developer's allocation to the prospective purchasers on certain terms and conditions.

Chart.



## NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN as follows:-

# ARTICLE - I DEFINITIONS

- I. PREMISES shall always mean Holding No. 3204 under Ward No. 27, South Kumrakhali, bearing Assessee No. 1104302448416 under Rajpur-Sonarpur Municipality, Mouza: Kumrakhali, comprised in R.S. & L.R. Khatian No. 3979 apprtaining to Plot No. 1193 & 1195, P.O. Narendrapur, under P.S. Sonarpur, Kolkata 700103, District: South 24-Parganas, morefully described in the FIRST SCHEDULE hereunder written or howsoever else the said premises was or is or shall be known numbered called or distinguished.
- II. PLANS shall mean the plans, drawings and specifications of the building prepared and to be sanctioned by the Rajpur-Sonarpur Municipality for construction of straight three storied building PROVIDED THAT it shall include all alterations and/or modification therein made from time to time with the approval of the Rajpur-Sonarpur Municipality.
- III. BUILDING shall mean the straight three storied building consisting of residential apartment/s in each floor etc as may be decided by the Developer for construction thereof and shall include the car parking spaces and other spaces on the ground floor intended for the enjoyment of the building by its occupants.
- IV. OWNER shall mean and include his heirs, executors, successors and assigns as per Hindu Succession Act, 1956.

Page 8 of 35.



- DEVELOPER shall mean and include its respective transferees/nominees or its assigns.
- VI. COMMON AREAS AND FACILITIES shall include :-
  - (a) stairways, (b) main gate, (c) landings, (d) side spaces, (e) park ways, (f) underground reservoirs, (g) overhead tanks, (h) passages, (i) outer walls of the main building, (j) tap water lines, rain water pipe lines, waste water pipe lines, (k) sewerage lines, (l) caretaker's room, (m) common toilet, (n) ultimate roof of the building and other spaces and facilities whatsoever required for establishment, location, enjoyment, provision, maintenance and/or management of the building and/or the common facilities or any of them thereon as the case may be.
- VII. SALABLE SPACE shall mean built up area in the building available for independent use and occupation together with the provision for common areas and facilities and the space required thereof.
- VIII. OWNER'S ALLOCATION shall mean 45% of floor areas of the proposed straight three storied building out of which entire second floor (top floor) consisting of number of flats will be provided to the owner and after providing the entire second floor (top floor) to the owner, the balance area in the form of a flat or portion of a flat will be provided on the ground floor and one number of car parking space measuring more or less 135 sq.ft. on the ground floor including undivided proportionate share in common areas and facilities in the proposed building appurtenant to owner's allocation to be constructed as per sanctioned plan of the Rajpur-Sonarpur Municipality together with undivided proportionate share of land appurtenant to owner's allocation.

The balance area of the ground floor in the form of a flat or portion of a



flat shall be received as owner's allocation from the developer and shall be calculated on the basis of 45% share of owner's allocation after providing entire second floor (top floor) consisting of number of flats.

Similarly, on the basis of 45% share as owner's allocation, the owner shall be entitled to one car parking space and for the purpose of delivery of possession of owner's allocation, it shall always mean number of flats covering the entire second floor (top floor), flat or portion of a flat on the ground floor and one car parking space on the ground floor of the proposed straight three storied building.

The owner shall be entitled to the ultimate roof as common areas and facilities to be enjoyed with the other flat owner's of the proposed building.

The owner's allocation has been morefully described in the SECOND SCHEDULE hereunder.

IX. DEVELOPER'S ALLOCATION shall mean 55% of floor areas of the proposed straight three storied building equivalent to number of flats covering the entire first floor, covering the portion of the ground floor apart from the car parking areas and one car parking space for the owner on the ground floor of the straight three storied building including undivided proportionate share in common areas and facilities in the proposed building appurtenant to developer's allocation to be constructed as per sanctioned plan of the Rajpur-Sonarpur Municipality together with undivided proportionate share of land appurtenant to developer's allocation.

The developer's allocation has been morefully described in the THIRD SCHEDULE hereunder written.

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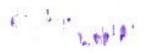


- X. ARCHITECT/L.B.S. shall mean any qualified person or persons or firm or firms to be appointed and nominated by the Developer as Architect/L.B.S./Structural Engineer or Architects/L.B.Ss./S.Es. of the building to be constructed on the said premises at the costs and expenses of the Developer.
- XI. TRANSFER with its grammatical variations shall mean and include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961.
- XII. Transferee shall mean a person to whom any space in the building has been transferred.
- XIII. SINGULAR NUMBER shall include plural numbers and vice versa.

### ARTICLE - II

## (TITLE AND INDEMNITIES)

The owner doth hereby declare that the owner has a good marketable title to the said premises, morefully described in the FIRST SCHEDULE hereto. No other persons have any right, title, interest, claim or demand whatsoever in the said premises or any portion thereof. The owner is seized and possessed of or otherwise well and sufficiently entitled to enter into this development agreement with the developer. The owner doth hereby undertake to indemnify the developer against third party claims, actions and demands whatsoever.





- II. The owner doth hereby declare that the said premises, morefully described in the FIRST SCHEDULE hereto, is free from all encumbrances, liens, mortgages, leases, claims, demands, lispendens whatsoever to the best of his knowledge.
- III. The owner doth hereby declare that there is no premises tenant/occupier in the said premises.
- IV. The owner doth hereby declare that by virtue of this development agreement, the Developer shall be entitled to construct and complete the proposed straight three storied building on the said premises after sanctioning of plan by Rajpur-Sonarpur Municipality. Save and except number of flats on the Second Floor (Top Floor) and one car parking space on the ground floor in owner's allocation, morefully described in the SECOND SCHEDULE hereto, the developer shall be entitled to retain possession or transfer or deliver possession of the remaining flats and car parking spaces in the developer's allocation without any interruption or interference from the owner or any person or persons claiming through or under the owner.
- V. The owner doth hereby undertake to indemnify and keep the developer indemnified against all losses, damages, costs, charges and expenses incurred as a result of any breach of this undertaking.
- VI. The owner doth hereby declare that the owner does not hold any excess vacant land.
- VII. THE DEVELOPER do hereby undertake to do the following works:-
  - A) To prepare building plan by its own Architects/Engineers at its own costs and after preparation of the building plan the developer shall



- handover sketch plan of the proposed building to the owner for verification.
- B) To obtain sanction of the building plan at its own cost in respect of the First Schedule property and the developer undertakes to obtain sanction of the building plan within 6 (six) months from the date of execution of the Development Agreement and General Power of Attorney. The developer shall provide one original copy of the sanction building plan to the owner.
- C) To obtain permission from the Water Works Deptt. of the Rajpur-Sonarpur Municipality at its own costs.
- D) After delivery of vacant possession of the said premises by the owner to the developer simultaneously with the execution and registration of this Development Agreement and also after observing all the aforesaid conditions by the developer at its own costs in particular the clause (B), the developer will start and complete the construction of the owner's allocation in habitable condition within 18 (Eighteen) months from the date of sanctioning of plan of the straight three storied building in respect of the FIRST SCHEDULE property.
- VIII. The Developer undertakes to construct the building in accordance with the Building Plan to be sanctioned by the Rajpur-Sonarpur Municipality, with any alterations in the construction to be regularized by the Rajpur-Sonarpur Municipality.
- The Developer shall act as an independent contractor in constructing the building.



## ARTICLE - III

( CHOICE OF ARCHITECT/L.B.S. AND STRUCTURAL ENGINEER )

Any Architect/Engineer of Kolkata who is empanelled as L.B.S. or L.B.A. of the Rajpur-Sonarpur Municipality will be employed by the developer.

## ARTICLE - IV

(CONSIDERATION)

The developer has this day paid to the owner a sum of Rs. 5,00,000/(Rupees Five Lakh) only as money consideration for granting right of
development to the developer by the owner as well as against consideration of
undivided proportionate share of impartible land appurtenant to the developer's
allocation and the balance consideration towards the cost of undivided
proportionate share of impartible land appurtenant to the developer's allocation
would be adjusted against the cost of construction to be incurred by the
developer in respect of the owner's allocation.

### ARTICLE - V

(QUALITY / SPECIFICATION)

'A' class construction shall be built by the developer using standard quality building materials. Details of the technical specification of the number of flats on the Second Floor (Top Floor) of the proposed straight three storied building in the owner's allocation are given in the schedule of specification annexed herewith and marked as Annexure - A.



#### ARTICLE - VI

## (OBLIGATIONS OF THE OWNER)

- i) The owner shall sign the building plan and other relevant papers and documents to be filed before the Rajpur-Sonarpur Municipality or any other department for obtaining sanction of building plan or for the purpose of carrying on the project.
- ii) Soon after the execution of this development agreement, the owner will appoint, nominate and constitute the sole proprietor of the developer firm or his nominee or nominees as his lawful attorney in his name and on his behalf to do all works regarding construction, to submit plan before the Building Department of the Rajpur-Sonarpur Municipality, to file other documents in different departments, to file application for obtaining water connection, sewerage connection, C.C., any clearance, approval, permission, N.O.C. etc. from any Govt. Department or Rajpur-Sonarpur Municipality or W.B.S.E.D.C.L. or any Statutory Authority, to execute and register conveyance or conveyances for transfer of the proportionate share of undivided and impartible land appurtenant to developer's allocation, morefully described in the THIRD SCHEDULE hereto in favour of the developer or its nominee or nominees or intending purchasers after construction of the proposed building and to the above effect shall execute and register a General Power of Attorney conferring interalia all the rights and authorities as are agreed to be given in terms of this development agreement.
- iii) The owner doth hereby deliver two original title deed being registered Bengali Saff Bikroy Kobala dated 16.02.1999 bearing Deed No. 02048 for the year 2008 of the Office of D.S.R. – IV, South 24-Parganas and Bengali



Bikroy Saff Kobala dated 25.06.1992 bearing Deed No. 11046 for the year 1992 of the Office of the District Sub Registrar, South 24-Parganas at Alipore, conversion certificate issued by the land & Land Reforms Dept. in respect of the FIRST SCHEDULE premises and other original papers of the said premises to the developer, simultaneously with the execution of this agreement and the developer shall be entitled to retain the original title deeds and other original papers till all the flats and car parking spaces in the developer's allocation are transferred to the intending purchasers by registering the deed of conveyances.

- iv) The owner, during construction period, shall not interfere with the construction work to be carried on by the developer or its contractors.
- The owner shall extend his best possible co-operation to the developer for smooth carrying on the project.
- vi) The owner shall not interfere with the works of the architects/L.B.Ss., mistries, supervisors, engineers, etc. appointed by the developer for construction of the said straight three stories residential building.
- vii) The owner doth hereby grant exclusive right to the developer to build upon and to exploit the said premises in any manner by constructing thereon a straight three stories residential building.
- viii) Sri Kamal Chandra Karmakar, the sole-proprietor of the developer firm acting on behalf of the owner, as an attorney of the owner, shall, from time to time be entitled to submit any plan or revised plan or modify or alter plan or plans to the Rajpur-Sonarpur Municipality or any appropriate authority or authorities to enable the developer to construct the said building on the said premises and to obtain all such clearance, approvals, permission and/or authorities as shall be necessary for the



purpose of construction of building on the said premises. The owner shall extend his best possible cooperation to the aforesaid functions of the developer but shall neither put any objection to such functions of the developer nor shall make any query as to any matter relating to construction or its progress, technicality, building materials whatsoever.

- All applications, plans and other papers and documents, referred to hereinbefore, shall be submitted by the developer in the name of the owner but otherwise at the costs and expenses in all respects of the developer and the developer shall pay and bear all submissions and other fees, charges and expenses required to be paid or deposited for sanction of the plan, altered plan or modified plan or regularized plan for construction of the proposed building on the said premises. Provided always that the developer shall be exclusively entitled to all refunds and/or all payments and/or deposits made by the developer.
- x) The owner shall render to the developer all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions, clearances, approvals and/or authorities and/or to do any other act, thing or matter and/or to directly collect or receive back any refunds or other payments or deposits made by the developer to any authority or authorities and/or to follow up the same and for that purpose the owner shall grant the aforesaid irrevocable General Power of Attorney in favour of the sole proprietor of the developer firm to develop the said premises and/or to construct, erect and complete the said building on the said premises, to dispose of the flats and car parking spaces in developer's allocation by execution and registration of the Deed of Conveyance till completion of transfer of entire developer's allocation.



- xi) After getting delivery of possession of the owner's allocation, the owner shall be liable to bear proportionate share of the taxes levied by the Rajpur-Sonarpur Municipality in respect of the owner's allocation.
- xii) The owner shall not only grant, right, title, interest to the developer in respect of developer's allocation morefully described in the THIRD SCHEDULE hereto but also effectively execute and register conveyances in favour of the developer's nominated intending purchasers in respect of Developer's allocation. Such conveyances shall be jointly executed and registered by the owner and the developer. The owner represented by the constituted attorney, by such conveyance, shall sell, convey and transfer undivided proportionate share of land and developer shall sell, convey and transfer flats and car parking spaces and common areas and facilities in favour of the intending purchasers in respect of developer's allocation. The stamp duties, registration fees and incidental expenses shall be borne by the Developer or its nominated purchasers.

The draft of all such conveyances shall be prepared by the developer's Ld. Advocate, and the registration process of such conveyances shall be done and performed by the developer's Ld. Advocate.

## ARTICLE - VII

(BUILDING)

i) The developer shall at its own costs construct straight three storied residential building on the said premises, morefully described in the FIRST SCHEDULE hereto in accordance with the specification approved by the Architect/L.B.S. and the specification of materials stated



District Sub-Revistrat-IV Registrat U/S/7 (2) of Registration 1908 Alipore, Seuth 24 Parganes

- hereinbefore shall be used by the developer in the construction of the owner's allocation of the building.
- ii) The Developer shall construct and provide the said building at its own cost, underground water storage tank and overhead reservoir required to be provided in the building in terms of the said building plan or under any application of statutory bye-laws and regulations or under any sanction or approval relating to the construction of the building on the said premises.
- iii) The developer shall be authorised in the name of the owner, in so far as necessary, to apply for and to obtain temporary and/or permanent connections of water, electricity, power to the building and other inputs and facilities for the construction or enjoyment of the building. The developer hereby undertakes to construct the building diligently and expeditiously to make over the owner's allocation within the time stipulated hereinbefore unless prevented by the circumstances beyond their control.

#### ARTICLE - VIII

( The developer's special right to enter into agreement for sale
with intending purchasers )

i) During the subsistence of this agreement, the developer will be at liberty to enter into any agreement for sale in respect of the flats and car parking spaces under the developer's allocation morefully described in the THIRD SCHEDULE hereto and to receive advances or earnest money whatsoever from such intending purchaser or purchasers, provided that the owner shall have no pecuniary obligations to refund such earnest



money to such intending purchaser or purchasers. It is always provided that for delivery of possession of the flats and car parking spaces morefully described in the THIRD SCHEDULE hereto to the intending purchasers, there shall be a privity of contract between the developer and the intending purchasers in respect of the developer's allocation.

- ii) In consideration of the developer having agreed to construct, erect and deliver up the owner's allocation, the owner shall grant, right, title, interest and convey and/or transfer and/or assign the developer's allocation to the developer or to its nominee or nominees.
- iii) The developer will be at liberty to give insertions in the news papers or marketing websites inviting purchasers for the sale of flats and car parking spaces in its allocated portion and shall also be entitled to fix up or hang any hoardings in the FIRST SCHEDULE property inviting intending purchasers.

#### ARTICLE - IX

#### (COMMON FACILITIES)

I) After the developer is put in possession of the said property, the developer shall be liable to make payment of all the property taxes and other outgoings in respect of the said property until such time the building is completed. Provided however that in case any payment is to be made towards any previous tax liabilities of the owner, in such event the owner shall be liable to pay and discharge the same and in case the owner fails to do so, the developer shall be entitled to pay and discharge the same and to recover the amount from the owner.

Page 20 of 35.



- II) As soon as the construction of the owner's allocation will be fully completed with water supply, power connections etc., the developer shall give written notice to the owner requiring the owner to take possession of the owner's allocation in the said building within 15 days from the date of receipt of the said notice and at all times thereafter i.e. after receipt of the said notice, the owner shall be exclusively responsible for payment of all municipal and property taxes, land revenue, impositions whatsoever payable in respect of the owner's allocation and in case such taxes, rates or impositions are not separately demanded by the municipality or any other authorities only for owner's allocation, then the owner shall be responsible for payment of such taxes, rates or impositions in proportion to his share of the total built up area of the building.
- III) The owner shall punctually and regularly pay the said taxes and other outgoings in respect of the owner's allocation to the concerned authorities or to the developer or otherwise as specified by the developer.
- IV) As and from the date of 15 days after the service of the notice of possession, the owner shall also be responsible to pay and bear and shall forthwith pay on demand to the developer, the proportionate share of service charges for the common facilities in the building payable with respect to the owner's allocation; such charges to include water, fire, taxes, light, sanitation, maintenance operation, repair and renewal charges, bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building as well as for all common wiring pipes, electrical and mechanical equipments, switch gear, pumps, motor and other electrical and mechanical installations, appliances and equipments, stairways, landings, passageways, pathways and other common facilities



whatsoever including erection of a sinking fund.

V) After an association is formed by all the flat purchasers in the developer's allocation and the owner in respect of the said building within a reasonable time, the developer will hand over management of the common areas and facilities and fund to the said association.

#### ARTICLE - X (COMMON RESTRICTIONS)

The owner's allocation in the building shall be subject to the same restriction or transfer and use as are applicable to the developer's allocation in the building intended for the common benefit of all occupiers of the building which shall include as follows:-

- i) The owner or the developer or any of its transferees, assignees or lessees or tenants shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use or allow the user thereof for any purpose which may create a nuisance or hazard to the other occupiers of the building.
- ii) The owner or the transferees of the developer's allocation shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous permission in writing of the Rajpur-Sonarpur Municipality/Management/Society/Association.
- iii) The owner shall not transfer or permit transfer of the owner's allocation



or any portion thereof unless

- a) the owner has observed and performed all the terms and conditions on the part of the owner to be observed and performed and in particular before acceptance of delivery of possession of owner's allocation.
- b) the owner upon obtaining possession of owner's allocation shall pay to the developer or the Association on the headings: municipal taxes, property taxes, land revenue, service charges, electricity bills, maintenance charges, repair charges, replacement of equipment charges, if any, proportionately.
- c) the proposed transferees shall have given a written undertaking to the developer or the Association, as the case may be, to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in his/her/its possession.
- iv) The owner and the developer and its transferees shall abide by the laws, bye-laws, rules and regulations of the Government, local bodies, as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said bye-laws, rules and regulations.
- v) The owner and the developer and their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in their respective allocations in the building in good working condition and repair in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the owner or the developer and

Page 23 of 35.



- other occupiers of the building as the case may be, indemnified from and against the consequences of any breach.
- vi) The owner or the developer or all the transferees shall not do or cause or permit to be done any act or thing which may render void/voidable any insurance of the building or any part thereof and shall keep the owner or the developer and other occupiers of the building as the case may be, harmless and indemnified against the consequences of any breach.
- vii) No goods shall be kept by the owner or the developer or their transferees for display in the corridors, landing and the common areas, meant for common use of all the flat owners and no hindrance shall be caused in any manner in the free movement in the common areas and in case any such hindrance is caused, the developer or the Management/Society/ Association shall be certified to remove the same at the risk and cost of the person who keeps such goods or creates such hindrance.
- viii) The owner or the developer or their transferees shall not throw, or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, landings, stairs or any other portion or portions of the said building.
- ix) The owner or the transferees of the developer's allocation shall permit the developer or Management/Society/Association or its servants and agents with or without workmen at all reasonable times, to enter into, upon their respective allocation in the building and any part thereof to view and examine the state and condition thereof and the owner or the developer or any of their transferees, as the case may be, shall rectify immediately upon the receipts of such notice all such defects of which notice in writing shall be given by the Developer or the Management/Society/Association.



- x) The owner or the transferees of the developer's allocation shall permit the developer or the management/society/association and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition, any common facilities and/or for the purpose of maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.
- xi) All the common restrictions herein agreed upon shall apply to the owner and the developer and/or their respective transferees or assignees or any person claiming through them unless agreed upon by them in writing.

#### ARTICLE - XI ( MISCELLANEOUS )

- The owner and the developer have entered into this development agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the developer and the owner or as a joint venture or joint adventure between the owner and the developer nor shall the developer and the owner in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
- II) The developer shall not be considered to be in breach of any obligation to the extent that the performance in the relative obligation is prevented by the existence of a force majeure with a view that obligation of the developer affected by the force majeure shall be suspended for the duration of the force majeure. Force majeure shall mean irresistible



compulsion or observation recognised as irresistible and shall include any inference or intervention from Government or from any local authority, flood, earthquake, war, severe abnormal storm, tempest, civil commotion, state-wise strike and any other act beyond the control of the developer affected thereby.

- III) It is understood that from time to time, to enable the construction of the building by the developer including the transfer of the developer's allocation to the intending purchasers, various acts, deeds, matters and things, not herein specifically referred to, may be required to be done by the developer for which the developer may require the authority of the owner and various specifications, deeds, instruments, writings and other documents may be required legally to be signed or made by the owner relating to which no specific provision has been made herein. The owner hereby authorises the developer to do all acts, deeds, matters and things and undertake forthwith upon being required by the developer in his behalf to execute any such additional power or powers of attorney and/or other authorisation or authorisations as may be legally required by the developer for the said purpose as also undertakes to sign and execute all such additional applications and other documents as may be required for the said purpose. All costs in this connection including legal costs and stamp duties and registration fees if any, including the legal expenses shall be paid and borne by the developer.
- IV) The owner hereby further agrees and covenants with the developer as follows:
  - a) The certificate of the Architect/L.B.S. in the matter of determining/calculating size of each of the flats in super built up



area and the area of each car parking space in owner's allocation or their total area or certificate regarding completion of the owner's allocation in terms of the sanctioned building plan, shall be final and binding on both the parties herein. And none of the parties shall be entitled to dispute the calculation.

- b) To use materials, articles and things of such specifications in the said building as shall be decided by them but shall be of such standard as are used for the construction of a prestigious building.
- V) The developer shall be entitled to frame scheme for the management and administration of the said building and/or common parts thereof. The parties hereto agree to abide by all such rules and regulations approved by them for such management, society, association and hereby give their consent to abide by the same.
- VI) Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the owner if delivered by hand or sent by prepaid registered post and shall likewise be deemed to have been served on the developer if delivered by hand or sent by prepaid registered post, to be sent to the registered office of the developer.
- VII) As and from the date of completion of the building, the developer and/or its transferees and the owner and/or his transferees shall each be liable to pay and bear proportionate charges on account of ground rent and other taxes payable in respect of their respective allocations and in case any other type of tax including income tax, wealth tax, capital gain tax and/or service tax etc. is demanded by any Central or State Govt. authority or Department in respect of the owner's allocation, the same shall be



exclusively payable by the owner herein.

- VIII) After completion of the owner's allocation of the said building with provision of water supply, power connection and the stair case, the developer shall be entitled to complete the building as per sanctioned plan of the Rajpur-Sonarpur Municipality according to its time and convenience.
- IX) This development agreement shall be construed as a transaction involving allowing the possession of the said property to be taken or retained in part performance of the contract in the nature referred to under section 53A of the Transfer of Property Act whereby the developer shall acquire right in or with respect to the building to be constructed or any part or portion of the building to be constructed on the said premises.
- X) That the owner has represented to the developer that he has good and marketable title in respect of the said premises and the said premises is free from all encumbrances, liens, mortgages, lispendens and believing such representation, the developer has entered into this development agreement with the owner herein and shall proceed for sanctioning of the building plan of the proposed building incurring considerable expenses but if afterwards it is found or transpired that the title of the owner in respect of the aforesaid property is otherwise cloudy or defective or there occurs any impediment whereby the developer is prevented from making any deed of conveyance in favour of the intending purchasers, in such an event, the owner shall take necessary steps to make his title clear and marketable or otherwise he shall compensate the loss of the developer to be incurred taking into consideration, the expenses already incurred by the developer as well as the future losses to be suffered for any kind of



aforesaid impediment.

#### ARTICLE - XII

#### ( ADJUDICATION OF DISPUTES )

- In case any dispute and differences arise between the parties hereto regarding committing any breach of any terms or obligations to be observed by any party under this agreement or regarding construction, interpretation, determination of rights, duties, determination of compensation/liability touching these presents, the same shall be referred to arbitration under the Arbitration and Reconciliation Act, 1996.
- II) In connection with the aforesaid arbitration proceedings, the Ld. District Judge, 24-Parganas (South) at Alipore alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

#### FIRST SCHEDULE ABOVE REFERRED TO

( Description of the said premises )

ALL THAT piece or parcel of land measuring 4 Cottahs and 4 sq. ft. recorded in L.R. Khatian No. 3979, being Plot No. 1193 and 1195 out of which 1193 contains 0.01 acre of Bastu land equivalent to 6 Chittacks 38 sq. ft. Bastu land and Plot No. 1195 contains 0.06 acre of Bastu land equivalent to 3 Cottahs 9 Chittacks 11 sq. ft. Bastu Land, totaling 4 Cottahs 4 sq. ft. of land in Mouza – Kumrakhali, J.L. No. 48, L.R. Khatian No. 3979 under Police Station – Sonarpur and has been assessed as Holding No. 3204 under Ward No. 27, South Kumrakhali, bearing Assessee No. 1104302448416 under Rajpur-Sonarpur Municipality, District – South 24-Parganas with liberties, privileges and easement rights connected therewith and butted and bounded as follows:-



ON THE NORTH : Part of R.S. Dag No.1127

ON THE SOUTH : Part of R.S. Dag No.1126

ON THE EAST : 14' ft wide Municipal Road

ON THE WEST : Plot of R.S. Dag No.1129

#### SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

OWNER'S ALLOCATION shall mean 45% of floor areas of the proposed straight three storied building out of which entire second floor (top floor) consisting of number of flats will be provided to the owner and after providing the entire second floor (top floor) to the owner, the balance area in the form of a flat or portion of a flat will be provided on the ground floor and one number of car parking space measuring more or less 135 sq. ft. on the ground floor including undivided proportionate share in common areas and facilities in the proposed building appurtenant to owner's allocation to be constructed as per sanctioned plan of the Rajpur-Sonarpur Municipality together with undivided proportionate share of land appurtenant to owner's allocation.

The balance area of the ground floor in the form of a flat or portion of a flat shall be received as owner's allocation from the developer and shall be calculated on the basis of 45% share of owner's allocation after providing entire second floor (top floor) consisting of number of flats.

Similarly, on the basis of 45% share as owner's allocation, the owner shall be entitled to one car parking space and for the purpose of delivery of possession of owner's allocation, it shall always mean number of flats covering the entire

. .



second floor (top floor), flat or portion of a flat on the ground floor and one car parking space on the ground floor of the proposed straight three storied building.

The owner shall be entitled to the ultimate roof as common areas and facilities to be enjoyed with the other flat owner's of the proposed building.

#### THIRD SCHEDULE ABOVE REFERRED TO

( Developer's Allocation )

Developer's Allocation shall mean 55% of floor areas of the proposed straight three storied building equivalent to number of flats covering the entire first floor, covering the portion of the ground floor apart from the car parking areas and one car parking space for the owner on the ground floor of the straight three storied building including undivided proportionate share in common areas and facilities in the proposed building appurtenant to developer's allocation to be constructed as per sanctioned plan of the Rajpur-Sonarpur Municipality together with undivided proportionate share of land appurtenant to developer's allocation.

# ANNEXURE - A

(Schedule of Specification)

Technical specification of number of flats will be delivered in the owner's allocation by the developer as given hereunder:-

GENERAL

 The R.C.C. structure of the building will be designed as per instruction of the architect.



FOUNDATION

:

:

P.C.C. (1:3:6), 3" thick in levelling course for foundation bedding. Backfilling by excavated earth & plinth filling by silver sand.

D.P.C.

25mm thick D.P.C. in (1:1:2) mixed with Cico water-proofing compound in all portion of the building.

R.C.C. WORK

Providing and laying concrete mix (1:2:4) with reinforcement as per design in column beams, lintels, floor beams, roof, stair case, chajja, drop wall etc.

BRICK WORK

All exterior brick-work will be 8" thick of approved quality brick with C.M. (1:6), all partition will be 5" & 3" thick of approved quality brick with C.M. (1:3).

FLOOR BEDDING

P.C.C. (1:3:6) floor bedding, 4" thick (average over brick flat soling with third class picked at ground floor).

FLOOR

FINISHING & SKIRTING White marble (size - 2 ft X 2 ft) flooring & skirting in all the rooms. The skirting will be 5" high from the floor finished.

KITCHEN

- a) Kitchen platform will be of black stone (thickness -18mm - 25mm) with green marble finished.
- b) 3' high white glazed tiled dado will be provided over Kitchen platform.
- c) White marble (size 2 ft X 2 ft) flooring.
- d) 1 S.S. sink with a tap.
- e) extra 1 tap below the platform.

TOILET/W.C.

- a) White marble (size 2 ft X 2 ft) flooring.
- b) Dado will be 6' high with white glazed tile.
- c) 1 white commode with flush (Hindusthan).
- d) 1 shower (C.P.)
- e) 1 wash basin (14" X 18") of white colour (Hindusthan).
- f) 2 nos. C.P. Bib. Cock.
- g) 2 nos. C.P. Bib Cock, 1 no. white commode with flush in W.C.



h) Geyser line in toilet only.

VERANDAH

- a) White marble (size 2 ft X 2 ft) flooring.
- b) Brick work with 1'-6" high M.S. Railing.

STAIRCASE

:

:

- a) M.S. stair railing of 3' height from staircase floor finish.
- b) Stair case floor will be of marble.

DOORS AND WINDOWS

- a) Wooden door frame.
- Wooden main door (Thickness-32mm) with polished finished.
- c) Commercial flush door(Thickness-32mm) with primer both sides.
- d) 12" steel tower-bolt from inside for main door.
- e) Telescopic peephole for main door.
- f) Godrej Lock for main door.
- g) 8" steel tower-bolt from inside for flush door.
- h) Hasp-bolt from outside for flush door.
- i) Stopper & Buffer for all main door & flush doors.

#### Toilet Door

25mm thick P.V.C. door.

#### Window

-Aluminium window with ornamental box grill.

WHITE WASH & COLOUR WASH

- a) Inside walls & ceiling will be of putty finished.
- b) Stair wall will be of putty finished.
- c) Outside painting will be of cement based weather-coat paint of

two coat.

WATER SUPPLY

Water will be supplied by a electric water pump from under ground water source to over head tank or as per Rajpur-Sonarpur Municipality supply.

ELECTRIC WORK

:

11: 1

a) 2 light points, 2 fan points, 1 plug point (6A), 1 T.V. point,

(all electrical items will be I.S.I. Standard) 1 cable point,1 telephone point,1 fridge point,1 washing machine point, 1 basin light point in the dining room.

b) 2 light points, 1 fan point, 1 plug point (6A) in each bedroom



- & 1 A.C. point in only master bedroom.
- c) 1 light point, 1 exhaust point, 1 aquaguard point, 1 mixture point, 1 micro-oven point in the kitchen.
- d) 1 light point, 1 exhaust point, 1 geyser point and 1 plug point (6A) in the toilet and 1 light point, 1 exhaust point in the w.c.
- e) 1 light point & 1 plug point (6A) in verandah.
- f) Electrical bell point at the main entrance door.
- g) All wiring will be concealed and as per existing regulations. Electric wire will be of Finolex brand, Electric switch will be of modular designed.

#### h) Electric Meter

The developer shall make an arrangement for installation of separate electric meter in each flat in the name of prospective buyers. The installation charge of meters of the WBSEB is to borne by the buyers of the respective flat owners except the common meter.

ROOF WORK

- a) Roof will be covered with parapet wall of 3' height.
- b) Roof will be finished by parking tile flooring.

EXTRA WORK

Any other works other than specified item will be charged extra as per prevailing market rate to be done by the developer. No outside person will be allowed to do such extra work until and unless the purchasers of the flat take possession of the flat. No deviation of any nature will be entertained. Payments for extra work shall have to paid before the start of the work.

It is noted that if any extra work is done out of the said specification by the OWNER, for such extra work, the OWNER shall pay the necessary cost to the DEVELOPER.



IN WITNESS WHEREOF the Owner and the Developer have set and subscribed their respective hands and seals at Kolkata on the day, month and year first above written.

#### SIGNED AND DELIVERED

by the OWNER

in the presence of

WITNESSES:

1. Schandon Des Khan Saheb Head Sager- 24 Pgr (South) W. Bengal- 743973

2. Shyamal Sarlar thomasu Aliper Judges Court Kolkala. 700027. Aire ch by

SIGNATURE OF THE OWNER

SIGNED, SEALED AND DELIVERED

by the DEVELOPER in the presence of

WITNESSES:

1. Chardan Dao So-Lato Steepate Dava Know Salue Head 3-8 - 29 Pars (south) 2. Bens J- Ka3373 Shy amal lender

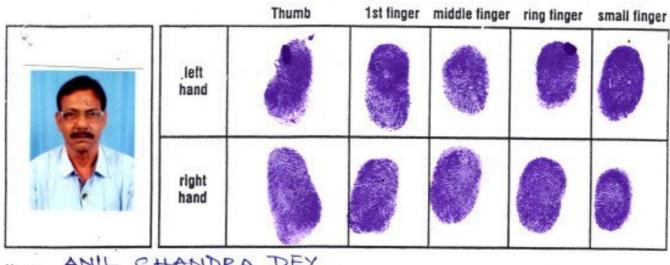
GLOBAL CONSTRUCTION

Named Chandro Marmokar Proprietor

SIGNATURE OF THE DEVELOPER

AMITABHA SOM, Advocate, Alipore Judges' Court, Kol-27 Enrollment No.WB/605/1982, M: 92314 23109.





Name ANIL CHANDRA DEY
Signature Air oh Dry

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right hand					(in the second

Name KAMAL CHANDRA KARMAKAR
Signature Named Chandrakamaka

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Name \_\_\_\_\_







## ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

## ভারত সরকার Unique Identification Authority of India Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1215/80061/04800

भागमा गर्भात

Shyamal Sardar 20/2A, ROOM-10 CHETLA HUT ROAD Alipore

Alipore

Circus Avenue Kolkata

West Bengal 700027





আপনার আধার সংখ্যা / Your Aadhaar No. :

2743 2818 9497

আমার আধার, আমার পরিচয়



ভারত সরকার

Government of India



শ্যামল সদার Shyamal Sardar পিতা : অজিত সদার Father: Ajit Sardar अश्रकातिश / DOB : 02/02/1968 পুরুষ / Male



2743 2818 9497

আমার আধার, আমার পরিচয়

Shyamal Sardar



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





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GRIPS Payment ID: Payment Status:

Successful

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Method:

Payment Init. Date:

Payment Ref. No:

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Gateway

13/03/2023 20:47:33

State Bank of India NB

13/03/2023 20:46:32 2000651810/2/2023

[Query No/\* Query Year]

#### Depositor Details

Depositor's Name:

Mr AMITABHA SOM

Address:

2/50, NAKTALA GOVT. SCHEME, KOLKATA - 700047

Mobile:

9231423109

EMail:

55somady@gmail.com

Period From (dd/mm/yyyy): 13/03/2023 Period To (dd/mm/yyyy);

13/03/2023

Payment Ref ID:

2000651810/2/2023

Dept Ref ID/DRN:

2000651810/2/2023

#### **Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000651810/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	9920
2	2000651810/2/2023	Property Registration- Registration Fees	9030-03-104-001-16	21

Total

9941

IN WORDS:

NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.





#### Government of West Bengal Directorate of Registration & Stamp Revenue e-Assessment Slip

Query No / Year	2000651810/2023	Office where deed will be registered		
Query Date	13/03/2023 12:12:12 PM	Deed can be registered in any of the offices mentioned on Note: 11		
Applicant Name, Address & Other Details	PRASANTA KUMAR CHAKRABOR ALIPORE POLICE COURT, Thana: PIN - 700027, Mobile No.: 8777066	a: Alipore, District: South 24-Parganas, WEST BENGAL		
Transaction		Additional Transaction		
[0110] Sale, Development agreement	Agreement or Construction	[4308] Agreement [No of Agreement : 2]		
Set Forth value		Market Value		
Rs. 2/-		Rs. 64,90,909/-		
Total Stamp Duty Payable(	SD)	Total Registration Fee Payable		
Rs. 10,020/- (Article:48(g))		Rs. 21/- (Article:E, E)		
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp		
		Rs. 100/-		
Remarks				

#### Land Details:

District: South 24-Parganas, Thana: Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kumrakhali, , Ward No: 027, Holding No:3204 JI No: 48, , Pin Code: 700154

Sch No	COLUMN TO THE PARTY OF THE PART	Khatian Number	Land Proposed	UseROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
	LR- 1193 (RS:-)	LR-3979	Bastu	Bastu	0.01 Acre	1/-		Width of Approach Road: 14 Ft.,

District: South 24-Parganas, Thana: Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kumrakhali, , Ward No: 027 Jl No: 48, , Pin Code: 700154

10000	Plot Number	Khatian Number	Land Proposed		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR- 1195 (RS:-)	LR-3979	Bastu	Bastu	0.06 Acre	1/-	55,63,636/-	Width of Approach Road: 14 Ft.,
	Grand	Total:			7Dec	2 /-	64,90,909 /-	



#### Land Lord Details:

Si Name & addre	s Status	Execution Admission Details :
Shri ANIL CHANDRA DEY Son of RABATI MOHAN DEY,15/1/20, P.O:- DHAKURIA, P.S:-Lake, District:- Bengal, India, PIN:- 700031 Sex: Male, By Caste: Hindu, Occupatio of: India, PAN No. BDxxxxxxyJ, Aadha 86xxxxxxxxxx9393,Status:Individual, Exe To be Admitted by: Self	outh 24-Parganas, West Retired Person, Citizen r No.:	Executed by: Self To be Admitted by: Self

#### **Developer Details:**

SI No	Name & address	Status	Execution Admission Details :
1	GLOBAL CONSTRUCTION ( Sole Proprietoship ) ,2/6, SREE COLONY, City:-, P.O:- REGENT ESTATE, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 PAN No. AGxxxxxx1E, ,Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative

#### Representative Details:

SI No	Name & Address	Representative of
1	Shri KAMAL CHANDRA KARMAKAR Son of Late JITENDRA NATH KARMAKAR2/11, SREE COLONY, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGXXXXXX1E, Aadhaar No.: 95xxxxxxxx8319	GLOBAL CONSTRUCTION

#### Land Details as per Land Record

District: South 24-Parganas, Thana: Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kumrakhali, , Ward No: 027, Holding No: 3204 Jl No: 48, , Pin Code: 700154

Sc No	Plot & Khatian Number	Details Of Land	Owner Name in English as Selected by Applicant
L1	LR Plot No:- 1193, LR Khatian No:- 3979	Owner:অনিল চন্দ্ৰ দে, Gurdian:রেবতী মোহন, Address:নিজ , Classification:ডাঙ্গা, Area:0.01 Acre,	Shri ANIL CHANDRA DEY

District: South 24-Parganas, Thana: Sonarpur, Municipality: RAJPUR-SONARPUR, Road; Sonarpur Station Road, Mouza: Kumrakhali, , Ward No: 027 Jl No: 48, , Pin Code: 700154

Sc No	Plot & Khatian Number	Details Of Land	Owner Name in English as Selected by Applicant
L2	LR Plot No:- 1195, LR Khatian No:- 3979	Owner:অনিল চন্দ্ৰ দে, Gurdian:রেবভী মোহন, Address:নিজ , Classification:শালি, Area:0.06 Acre,	Shri ANIL CHANDRA DEY

#### Identifier Details:

Name & address

Mr SHYAMAL SARDAR
Son of Late AJIT SARDAR
20/2A CHETLA HUT ROAD, City:-, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:-700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Shri ANIL CHANDRA DEY, Shri KAMAL CHANDRA KARMAKAR



Query No: 2000651810 of 2023, Printed On: Mar 13 2023 12:13PM, Generated from wbregistration.gov.in

Trans	fer of property for L1	
SI. o	From	To. with area (Name-Area)
1	Shri ANIL CHANDRA DEY	GLOBAL CONSTRUCTION-1 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Shri ANIL CHANDRA DEY	GLOBAL CONSTRUCTION-6 Dec

#### Note:

- if the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 12-04-2023) for e-Payment . Assessed market value & Query is valid for 30 days. (i.e. upto 12-04-2023)
- Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
- 11. This eAssessment Slip can be used for registration of respective deed in any of the following offices: D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. GARIA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



### Major Information of the Deed

Deed No :	I-1604-03040/2023	Date of Registration	15/03/2023	
Query No / Year	1604-2000651810/2023	Office where deed is registered		
Query Date 13/03/2023 12:12:12 PM		D.S.R IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name, Address & Other Details	PRASANTA KUMAR CHAKRABO ALIPORE POLICE COURT, Than BENGAL, PIN - 700027, Mobile N	a : Alipore, District : South 24-	Parganas, WEST d Writer	
Transaction	The second secon	Additional Transaction		
[0110] Sale, Development /	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value		Market Value		
Rs. 2/-		Rs. 64,90,909/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 10,020/- (Article:48(g))		Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only area)	) from the applicant for issuing	the assement slip.(Urbar	

#### Land Details:

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kumrakhali, , Ward No: 027, Holding No:3204 Jl No: 48, Pin Code: 700154

Sch No	A CONTRACTOR OF THE PARTY OF TH	Khatian Number	Land Proposed	Use	Area of Land	ALCOHOLOGICA CONTRACTOR AND AND ADDRESS OF THE PARTY OF T	Market Value (In Rs.)	Other Details
	LR-1193 (RS:-)	LR-3979	Bastu	Bastu	0.01 Acre	1/-	9,27,273/-	Width of Approach Road: 14 Ft.,

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kumrakhali, , Ward No: 027 Jl No: 48, Pin Code: 700154

Sch No	Plot Number	Khatian Number	Land Proposed	Use	Area of Land	A STATE OF THE PARTY OF THE PAR	Market Value (In Rs.)	Other Details
L2	LR-1195 (RS:-)	LR-3979	Bastu	Bastu	0.06 Acre	1/-		Width of Approach Road: 14 Ft.,
	Grand	Total:			7Dec	2 /-	64,90,909 /-	

## Land Lord Details :

Si No	Name,Address,Photo,Finger p	orint and Signat	ure				
1	Name	Photo	Finger Print	Signature			
	Shri ANIL CHANDRA DEY (Presentant) Son of RABATI MOHAN DEY Executed by: Self, Date of Execution: 15/03/2023 , Admitted by: Self, Date of Admission: 15/03/2023 ,Place : Office			4-ch sex			
	Water State Control of the Control o	15/03/2023	LTI 16/03/2023	15/03/2023			
	15/1/20, JHEEL ROAD, City:-, P.O:- DHAKURIA, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: BDxxxxxx9J, Aadhaar No: 86xxxxxxxx9393, Status: Individual, Executed by: Self, Date of Execution: 15/03/2023, Admitted by: Self, Date of Admission: 15/03/2023, Place: Office						

#### **Developer Details:**

SI No	Name,Address,Photo,Finger print and Signature
1	GLOBAL CONSTRUCTION  2/6, SREE COLONY, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, PAN No.:: AGxxxxxx1E, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

#### Representative Details:

	Name,Address,Photo,Finger print and Signature							
1	Name	Photo	Finger Print	Signature				
	Shri KAMAL CHANDRA KARMAKAR Son of Late JITENDRA NATH KARMAKAR Date of Execution - 15/03/2023, , Admitted by: Self, Date of Admission: 15/03/2023, Place of Admission of Execution: Office			Mand chandred (melon_				
		Mar 15 2023 12:04PM	LTI 15/03/2023	15/03/2023				

Na e	Photo	Finger Print	Signature
Mr SHYAMAL SARDAR Son of Late AJIT SARDAR 20/2A CHETLA HUT ROAD, City:-, P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027			Simpanes som
	15/03/2023	15/03/2023	15/03/2023

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Shri ANIL CHANDRA DEY	GLOBAL CONSTRUCTION-1 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Shri ANIL CHANDRA DEY	GLOBAL CONSTRUCTION-6 Dec

## Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kumrakhali, , Ward No: 027, Holding No:3204 Jl No: 48, Pin Code: 700154

Sch	Plot & Khatian	Details Of Land	Owner name in English
No	Number		as selected by Applicant
L1	LR Plot No:- 1193, LR Khatian No:- 3979	Owner:অনিল চন্দ্ৰ দে, Gurdian:রেবভী মোহন, Address:নিজ , Classification:ডাঙ্গা, Area:0.01000000 Acre,	Shri ANIL CHANDRA DEY

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kumrakhali, , Ward No: 027 Jl No: 48, Pin Code: 700154

Sch	Plot & Khatian	Details Of Land	Owner name in English
No	Number		as selected by Applicant
L2	LR Plot No:- 1195, LR Khatian No:- 3979	Owner:অনিদ চন্দ্ৰ দে, Gurdian:রেবজী মোহন, Address:নিজ , Classification:শালি, Area:0.06000000 Acre,	The state of the s

#### On 15-03-2023

#### 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 11:54 hrs on 15-03-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Shri ANIL CHANDRA DEY .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 64.90.909/-

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

Execution is admitted on 15/03/2023 by Shri ANIL CHANDRA DEY, Son of RABATI MOHAN DEY, 15/1/20, JHEEL ROAD, P.O: DHAKURIA, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Retired Person

Indetified by Mr SHYAMAL SARDAR, , , Son of Late AJIT SARDAR, 20/2A CHETLA HUT ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 15-03-2023 by Shri KAMAL CHANDRA KARMAKAR,

Indetified by Mr SHYAMAL SARDAR, , , Son of Late AJIT SARDAR, 20/2A CHETLA HUT ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2023 8:47PM with Govt. Ref. No: 192022230330606868 on 13-03-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 7007828825917 on 13-03-2023, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,920/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 34255, Amount: Rs.100.00/-, Date of Purchase: 28/02/2023, Vendor name: Tanmov Kar Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2023 8:47PM with Govt. Ref. No: 192022230330606868 on 13-03-2023, Amount Rs: 9,920/-, Bank: SBI EPay (SBIePay), Ref. No. 7007828825917 on 13-03-2023, Head of Account 0030-02-103-003-02



Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 91576 to 91620 being No 160403040 for the year 2023.



Digitally signed by ANUPAM HALDER Date: 2023.03.21 11:35:57 -07:00 Reason: Digital Signing of Deed.

(Mend.

(Anupam Halder) 2023/03/21 11:35:57 AM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)