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ADDITIONAL REGISTRAR OF
ASSURANCES-II, KOLKATA

Verified that the Document is admitted to
Registration. The Signature Sheet and the
endorsement sheet are the part of this document
are the part of this document.

Additional Registrar
of Assurances II, Kolkata

01 DEC 2023

JOINT DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this
1st day of December 2023 (Two Thousand Twenty
Three AD)

BETWEEN

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Sanman Road to

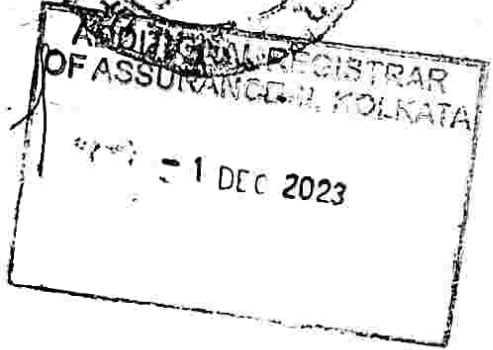
Raj. Bani Mo
Sasani to



30 NOV 2023

30 NOV 2023

Musta Bani Dhara (Series)
3/0 Late B. P. Dhara
A/47, Jal Vayu Vihara,
Block - 2B Sect - III
Salt Lake City P.O. 18 Market
P.S. Bidhan Nagar (5)
Dist - North 24 Pgs,
Kolkata - 700106.



SRI SOUMEN SARKAR (PAN : AVKPS3981P, AADHAAR NO. 7589 2467 0209) Mobile No.9123044213, son of Late Sudhir Kumar Sarkar, by religion, Hindu, by occupation business residing at Nabagram Garia, Post Office : Panchpota, Police Station : Sonarpur, Kolkata : 700152, District : 24 Parganas (South), West Bengal, hereinafter referred to and called as the **"LAND OWNER"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, executors, administrators, representatives and assigns) of the **"FIRST PART"**.

AND

SANMAN REALTECH LLP (PAN : AFDFS2510K, LLPIN : ACD-5501), a Partnership Firm, formed and registered under the Limited Liability Partnership Act and Rules framed there under having its principal place of business situated at 46/1 Raja Rammohan Sarani, Kolkata : 700009, Post Office : Raja Rammohan Sarani, PS : Amherst Street engaged in the development and construction of building and real estate represented by its partners namely **(1) SRI SANTANU MUKHERJEE (PAN AITPM8726C, Aadhaar : 5808-9550-1617) Mobile No.9903331600**, son of Late Arun Mukherjee, by religion Hindu, by occupation business and residing at 46/1 Raja Rammohan Sarani, Kolkata : 700009, P.S : Amherst Street



(2) **SMT MANDIRA DAS** (PAN : **ADSPD7196H**, Aadhaar : **5633-7224-3040**), Mobile No. **9831152849**, daughter of late Manik Lal Bose, by religion Hindu, by occupation business and residing at 79A Regent Estate, Kolkata : 700092, PO : Regent Estate, P.S.- Jadavpur and (3) **SRI KOUSHIK BOSE** (PAN : **AWKPB6735B**, Aadhaar : **5403-2842-3743**), Mobile No. **6290341911**, son of late Manik Lal Bose, by religion Hindu, by occupation business and residing at 177/6A 4Layalka Roypur Road, Kolkata : 700092, PO : Regent Estate, P.S.- Jadavpur, hereinafter collectively referred to and called as **"DEVELOPER"** (which terms or expression shall be deemed to mean and include the successor-in-interest, executors, administrators, legal representatives and assigns) of the **OTHER PART**;

WHEREAS, The **LAND OWNER** is the absolute owner of the property described more fully and particularly in the Schedule written hereunder which has devolved upon him from his mother Smt Laxmi Sarkar (PAN: **ENYPS5740A**), wife of late Sudhir Kumar Sarkar, by way of a Gift Deed registered at office of the Additional District sub-registrar (ADSR) Garia, West Bengal as per Book No. 1, Volume No. 1629-2018, Pages from 61972 to 61993, being no. 162901967 for the year 2018.

AND WHEREAS, the Land under consideration had came to be owned by the mother of the **LAND OWNER** by way of three



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independent registered deeds executed at different points of time namely (i) on 08-08-1978 from Sri Suresh Chandra Deb, son of Late Adhar Chandra Deb, the seller, as per Book No. 1, Volume No. 32, Pages no. 30 to 32, being no. 2128 of the year 1978 comprising of land area of 2 cottah 4 chittak approximately and (ii) on 14-01-1980 from Sri Bimal Behari Mandal, son of Sri Kunja Behari Mandal and other co-owners as per Book No. 1, Volume No. 21, pages no. 56 to 58, being no. 1079 of 1980.

AND WHEREAS, the total area of land thus acquired by the mother of the LAND OWNER was approximately 4 cottah and 2 chitak for which mutation of name was done in the records of Rajpur-Sonarapur Municipality as per the holding no. 482, L.R. Khatian No. 7115, Dag no. 109 (Bastu Land) and 110 (Bastu Land) and one building structure with tiles was made in a portion of the land and municipal tax receipt has been issued in the name of Smt Laxmi Sarkar, the mother of the LAND OWNER and the donor of the land under consideration.

AND WHEREAS, the LAND OWNER, being the lawful owner of the land, desirous of constructing a four stories building (G+3) had contacted the **DEVELOPERS** owing to lack of technical knowledge as well as experience in the field of construction and financial resources necessary for such construction work;



AND WHEREAS, the **DEVELOPER** herein, coming to know the facts of such desire of the Owners herein, have made a proposal in relation to the aforesaid Development of the said property before the **LAND OWNER** who, after necessary investigation and thorough understanding about the proposal of the **DEVELOPER** herein and being satisfied with the credential of the Developer, has agreed to execute a Development agreement under certain terms and conditions to satisfy the interest of both the parties hereto.

AND WHEREAS the **LAND OWNER** has agreed to appoint the other part herein, as the Developer of the said property for constructing the proposed G+3 storied building as per the sanctioned building plan. The Developer herein, has also agreed to Develop the said property by constructing the proposed G+3 storied building as per the sanction building plan at its own cost and expenses under certain terms and conditions which has been decided mutually by and between the parties herein which has been finalized and based on which the entire construction work had been decided to be accomplished at the premises described in Schedule-I written hereunder through the Joint Development Agreement (abbreviated as JDA henceforth) being executed herein below.

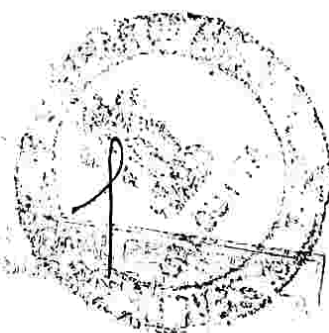
NOW THIS AGREEMENT WITNESSETH THAT BOTH THE PARTIES HERETO HAVE AGREED TO CERTAIN TERMS AND CONDITIONS WHICH ARE AS FOLLOWS:-



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A. GENERAL SPECIFICATIONS

- (1) In the Premises and in consideration of mutual advantage and benefits to be receive and derived by both the parties herein, do hereby enter this Development Agreement for the Development of the said Property.
- (2) That the LAND OWNER do hereby appoint, authorize and nominate and empower the said Developer to act as the Developer of the said property which shall be valid till the completion of the proposed construction being subject-matter of the present agreement and all costs in this connection are to be borne and incurred by the said DEVELOPER for preparation, correction and sanction of a building plan by the Rajpur-Sonarpur Municipality as per the relevant statutory regulations.
- (3) That the DEVELOPER shall be always entitled to enter in to the said property and to have the same surveyed and measured with the help of their men, labours, technical persons etc. and soil thereof tested as and if required under the Building Rules and have a building Plan prepared by a qualified Architect/ Engineer/Surveyor.



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- (4) That the Developer shall be entitled to in the name of and on behalf of the LAND OWNER to submit the plan and enter into all correspondences and make representations before the jurisdictional Rajpur-Sonarpur Municipal Authorities and appear before them and do all necessary acts, deeds and things in that behalf and pay all fees and charges for getting the proposed G+3 storied Building Plan prepared and also all sanction fees and charges and also obtain and receive the sanctioned plan from Rajpur-Sonarpur Municipality having jurisdiction over the site and for that purpose to sign and grant receipts.
- (5) That the Owners agrees that, upon the plan being sanctioned by the Rajpur-Sonarpur Municipality, the DEVELOPER shall be entitled to start or commence the Development work and to start to commence the construction of the proposed building at the land of the said premises strictly in accordance with the said sanctioned building plan by the Rajpur-Sonarpur Municipal authority.
- (6) That the LAND OWNER agrees that, before commencement of proposed construction work, up to date payment of property tax shall be made and



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the DEVELOPER shall not be called upon to pay any dues on any account for the period prior to the date of execution of the instant Joint Development Agreement.

B. EARNEST MONEY DEPOSIT

- (1) It has been decided by and between the parties that a sum of Rs.15,00,000/- (Rupees fifteen lakh only) shall be paid by the **DEVELOPER** to the **LAND OWNER** as Earnest money Deposit (abbreviated as EMD henceforth) for the purpose of proper and timely execution of the construction work as per the terms and conditions agreed upon through this Joint Development Agreement.
- (2) Such EMD shall be paid by the **DEVELOPER** to the **LAND OWNER** in two phases : (i) **Rs 10,00,000/- (Rupees ten lakh only)** at the time of registration of the Joint Development Agreement and balance **Rs 5,00,000/- (Rupees five lakh only)** on the date of receipt of final sanctioned plan from the Municipal Authorities and delivery of possession of the vacant land by the **LAND OWNER**.
- (3) The EMD under consideration shall be refunded by the **LAND OWNER** to the **DEVELOPER**



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simultaneously with the delivery of possession of the owner's allocation portion in the constructed premises as discussed in paragraph E below.

- (4) In the event of failure of the **LAND OWNER** to repay the EMD as per the time schedule agreed upon, the **DEVELOPER** shall be entitled to sale equivalent portion from owner's allocation to realize the EMD. In the event of any excess realization on account of such sale of owner's allocation, the same shall be refunded to the **LAND OWNER** after deduction of cost and/or expenses incurred by the **DEVELOPER** in this behalf for the purpose of realization of the EMD.

- (5) In the event of failure of the **DEVELOPER** to complete the construction within the stipulated time schedule, after taking into consideration force majeure situations described in paragraph K under Miscellaneous Issues, the **LAND OWNER** shall be entitled to forfeit the EMD, either in full or in part, after deducting penalty @ Rs 10,000/- per month.

C. TIME SECHEDULE AGREED UPON

- (1) Expected date of finalization of JDA : _____



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- (2) Registration of the Joint Development Agreement :

- (3) Payment of EMD and acknowledgement thereof :

- (4) Execution of the Power of Attorney for carrying out construction work and also sale of the second and third floor and shop rooms in the ground floor and also sale of first floor in case of default : _____
- (5) Handover of the construction site after demolition of the structure and other incumbency, if any : within two months from execution of JDA.
- (6) Submission of sanctioned plan
- (7) Receipt of sanctioned plan and payment of fee :
- (8) Commencement of construction work :
- (9) Completion of construction work : 30 (thirty) months from the date of registration of the Joint Development Agreement unless prevented by force majeure conditions and other conditions where delay is attributable to some act or omission on the part of the LAND OWNER and/or some other situation for which the DEVELOPER cannot be held responsible for the delay.



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- (10) Receipt of completion certificate (CC) : Within six months from completion of the construction
- (11) Refund of EMD : On the date of hand-over of possession.
- (12) Handover of Land Owner's allocated area : Time schedule as mentioned in the above paragraphs.

NOTE : It is expressly understood by and between the parties that the above time schedule is tentative in nature and extension in the time is to be made effective by way of mutual convenience and also based on express communication in this behalf.

D. CONSTRUCTION DETAILS

- (1) The DEVELOPPER shall at its own cost and supervision, erect and complete one four storied building (G+3) in accordance with the sanctioned plans and such specification of materials as provided hereunder as may be recommended by the professional Architects and Engineers from time to time. Subject to this, the decision of the Architect regarding the quality of the materials shall be final and binding on the LAND OWNER and the DEVELOPER.



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- (2) The land area of the building is approximately 2,970 sq feet and the constructed area is expected to be around sq feet or as per the drawings and sanctioned plan. In the three storied building, each floor area is expected to be around 2,500 sq feet, little more or less and in the said building four shop rooms of floor area of 100 sq feet each approx shall be constructed and three car parking space shall be available. However, all these numbers and space shall attain finality only after receipt of the sanctioned plan and the permission for construction granted there-under.
- (3) The specifications in relation to the building materials has been mutually agreed to be in accordance with the following details :-
- (a) **Sand** : Medium Coarse for plastering and full coarse for casting
 - (b) **Cement** : Ultra Tech brand
 - (c) **Bricks** : EVW Bricks (No. 1) EB.W
 - (d) **Steel / Iron** : Elegant Steel brand
 - (e) **Electrical wiring** : Havel's brand wire shall be used.



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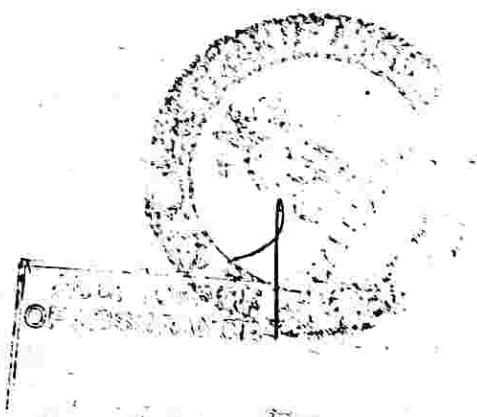
- (f) **Sanitary and bathroom fittings** : Any good branded material
- (g) **Staircase railing and windows** : Steel / iron of 12 mm
- (h) **Kitchen** : Black stone topped by granite
- (i) **Lift** : Any good branded company material to be used
- (j) **Bathroom and kitchen tiles** : Upto 6 ft height in bathroom and 3 ft height in kitchen
- (k) **Doors** : Flush door of Century (Burnish colour finish) only for the 1st Floor, for rest of the floors, the material shall be as per the choice of the DEVELOPER
- (l) **Flooring** : The flooring of the flats shall be made with marble or vitrified tiles finished with border and design. The skirting shall be on height 100 mm with the same quality of materials used in the making of floors.
- (m) **Ground Floor and compound** : Checker tiles to be fit
- (n) **Foundation** : Soil testing is to be done and



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foundation is to be filled by silver sand as per the advice of the Architect

- (o) **Deep boring pump and plumbing pipes :**
Deed boring pump of 250 ft depth is to be made with Oriplast brand 4 inch PVC pipes, Pump Motor shall be of CRI brand.
 - (p) **Paint :** All work to be done with J.K.Putty inside and for the exterior, Snowcem brand to be used as emulsion, single coat Selo brand primer and double coat paint with colour long life 7 brand, Asian/Berger.
 - (q) **Overhead Water Tank :** Shall be readymade (Syntex) made water tank.
- (4) The Common area and facilities in the constructed and completed building has been mutually agreed upon to be as below :-
- (a) Top roof of the building.
 - (b) The open space around the building comprising the entrance therein, the staircase on all floors including the landing thereof.
 - (c) The foundation columns, gutters, beams, supports, main walls.



- (d) The main entrance of the premises as well as of the building.
 - (e) Common passage and lobby on the ground floor.
 - (f) The electric meter room and the main electric connection in the premises.
 - (g) Overhead Tank for storing water
 - (h) Water pump, water tanks, pipes and other common plumbing, installations and all other water supply equipments.
 - (i) Drainage and sewerage systems.
 - (j) Boundary walls and such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the main building as are necessary for passage in user and occupancy of the flats in common and as are specified expressly as common parts after construction of the building.
 - (k) Lift.
 - (l) Caretaker Room & Toilet in the open space.
- (5) It is agreed by and between the parties that after completion of the construction of the building, the



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right of the roof shall remain vested jointly with the **DEVELOPER** and the **LAND OWNER** and the **DEVELOPER** shall be entitled to make further construction of floors if such construction is permitted by the Rajpur-Sonarpur Municipality / Competent Authority for this purpose and for this purpose the **LAND OWNER** and **DEVELOPER** shall make joint applications upon mutual agreement.

E. LANDOWNER ALLOCATION

- (1) It is agreed by and between the parties that in the G+3 building to be constructed at the land described in the Schedule-I written hereunder, the **LAND OWNER** shall be entitled to 42% (forty two) per cent of the total constructed area which shall be sanctioned by the local Municipal Authorities along with the user right to the common areas and facilities mentioned above.
- (2) It is agreed by and between the parties that in the G+3 building to be constructed at the land described in the Schedule-I written hereunder, the entire first floor shall be allotted to the **LAND OWNER** along with one shop room and one car parking space in the building.



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- (3) In case, after completion of construction, it transpires that the actual area received by the LAND OWNER is more than the agreed 42 per cent of the allocated area, the LAND OWNER shall pay for the extra area allotted to him at the then prevailing market rate.
- (4) After sanction of the building plan, a registered supplementary agreement shall be made within 30 months between the LAND OWNER and the DEVELOPER for proper division of respective allocation between LAND OWNER and the DEVELOPER.

F. DEVELOPER ALLOCATION

- (1) It is agreed by and between the parties that in the G+3 building to be constructed at the land described in the Schedule-I written hereunder, the **DEVELOPER** shall be entitled to 58% (fifty eight) per cent of the total constructed area which shall be sanctioned by the local Municipal Authorities along with the user right to the common areas and facilities mentioned above.
- (2) It is agreed by and between the parties that in the G+3 building to be constructed at the land described



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in the Schedule written hereunder, save and except the entire first floor along with one shop room and one car parking space in the building allocated to the **LAND OWNER**, balance of the area in second and third floor, three shop rooms and one car parking space shall be within the allocation of the **DEVELOPER** including the roof right.

(G) **POWER OF ATTORNEY**

- (1) The **LAND OWNER** shall grant proper authority to the **DEVELOPER** and / or their nominees, representatives by giving a registered Development Power of Attorney in favour of the **DEVELOPER**, as may be required for the purpose of construction of the proposed building at the land described under Schedule-I as below in accordance with the sanctioned plan and of selling the **DEVELOPER'S** allocated portion to the intending purchasers through Registered deed of Conveyance, Agreement of Sale, signing and executing all necessary papers, letters, deeds and documents for the purpose of development of the said premises and represent the **LAND OWNER** for all purposes in connection with appropriate actions before the statutory as well as other authorities without creating any financial obligation upon the **LAND OWNER**.



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- (2) Apart from the registered Development Power of Attorney, the **LAND OWNER** do hereby undertake that he shall execute and sign all papers, deeds, documents, letters, plans, affidavits and other undertakings, send e-mails if required from his registered e-mail address, put on digital signature on documents as may be required for the purpose of development of the development of the G+3 building at the demised land described under **Schedule-1**.
- (3) The **DEVELOPER** shall execute and register the Agreement for sale and Deed of Conveyance in respect of the allocated portion of the Developer mentioned hereinabove in favour of the intending purchasers as per the registered Development Power of Attorney.

(H) OWNER'S OBLIGATION

- (1) That immediately upon execution of this JDA and after sanction of the building plan, the **LAND OWNER** shall make over khas vacant and peaceful possession of the said premises to the said Developer without any objection or any further delay. The **DEVELOPER** will be entitled to keep, maintain and retain physical khas possession of the

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same, till completion of the entire premises and delivery, sale and/or transfer of the flats and/or constructed portion duly completed under the Developer' allocation.

- (2) The **LAND OWNER** shall not be entitled to revoke rights of khas possession to be held by the **DEVELOPER** until and unless the new G+3 storied building is not completely finished strictly within the stipulated period of time as mutually agreed by and between the parties herein.
- (3) The **LAND OWNER** do hereby grant, unto and authorize the **DEVELOPER** with exclusive right and power to build upon and exploit of the said land of the said premises and to construct on the land of the said premises, building of such height and of such nature as shall be decided by the said **DEVELOPER** with the consent of **LAND OWNER** and will be permitted to be constructed by the said Developer in terms of the Agreement. It is agreed that, the **DEVELOPER** shall be solely responsible for such construction of the building according to the said building Rule and in compliances with all law, rules and provisions and in strict conformity with



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the details drawings specifications proposals and features contained in the said plan to be sanctioned, and all necessary cost and expenses in relation thereto till completion of the building, sale and/or transfer/hand over of the flats and car parking spaces to the intending Buyers.

- (4) The **DEVELOPER** shall always keep the **LAND OWNER** indemnified from all claims, processes and responsibilities arising out of any deviation in constructing the said building by the said Developer and the **DEVELOPER** shall always remain responsible for all third party claims.
- (5) That the **LAND OWNER** agrees and undertakes and confirms that, the Developer shall be entitled to construct and complete the building on the land of the said premises and retain, enjoy and deal with and transfer of the Developer's allocation without any interruption, objection, disputes, interference, hindrance of the said Owners and that the appointment of the said Developer as 'DEVELOPER' of the said premises and the rights of the said Developer to construct the said building in terms of the agreement shall always be irrevocable on the

part of the said Owners, subject to further agreement or otherwise by and between the parties herein.

- (6) That the Owner will keep all original title Deeds along with share certificate & Plot Allotment letter of the said premises in his own custody free from all encumbrances, charges, liabilities and he will not deal with the same in any manner and shall not deposit the same for securing any money claim and he will always allow the Developer to have inspection of the said documents as and when require for establishing and proving the title of the said Owner and he will allow the Developer to make true copies and extracts and Xerox copies thereof at the cost of the Developer as will be required from time to time. In case of necessity, the Owner shall be bound to show all the original copies of Deeds, documents, certificates, receipts to concerned Rajpur-Sonarpur Municipal authorities and any other authorities for the statutory purpose of sanctioning plan etc. It is also agreed that, the original sanctioned building plan after obtaining from the Rajpur-Sonarpur Municipal shall be in the custody of the said Developer and the Owner will get a certified copy of



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the said sanctioned plan for his own satisfaction, and with a lien thereon in favour of the Developer for all costs and expenses and fees and charges paid and incurred by the Developer and other expenses incurred by the Developer in getting the said plan prepared and sanctioned.

- (7) It is agreed that the **LAND OWNER** shall, also from time to time, sign all other documents and execute, register the same at the cost and expense of the Developer and shall also sign, applications as may be necessary from time to time for the purpose of getting the building plan sanctioned and for the Development of the said premises and construction of the new G+3 storied building on the land of the schedule mentioned premises.
- (8) That the **LAND OWNER** has assured that there is no notice of requisition or acquisition from the Govt. or from any other Statutory Authorities served on the said **LAND OWNER** and / or their predecessor-in-title for the execution of Agreement and that the **LAND OWNER** is fully entitled to deal with the said property as it's absolute Owners and to enter into this Agreement with the Developer without any restriction restrained or objection from any body.



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(I) **DEVELOPER'S OBLIGATION**

- (1) That upon the plan being sanctioned the Developer agrees to construction of the said building in a substantial and works like manner and use standard materials of the size and specification stated in the sanctioned plan.
- (2) That the Developer hereby undertook to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in relation to the making of construction of the said building.
- (3) That the **DEVELOPER** herein, shall be entitled to appoint an Engineer / Architect / L.B.S. / Overseers or their Supervisors, Agents, Building Contractors, Labor Contractors and / or other person/s, men as may be decided and selected by the Developer from time to time commencing, carrying on with the construction and for the purpose of the completion of the new multistoried building at the schedule mentioned premises.
- (4) That the **DEVELOPER** shall be at liberty to sell and/or allot the Developer's allocation as described above



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with undivided proportionate share of land and the areas thereof in the allocation of the said JDA and to enter into Agreement For Sale and transfer hereof or in its discretion to enter Agreement for the construction of the said Developer's Allocation for and on behalf of the respective persons intending to acquire the said flat/s and car parking spaces and to receive construction costs from them from time to time. The **DEVELOPER** shall also be entitled to enter into Agreement for sale of Developer's allocation of the said property in favour of the Purchaser of the flats and / garages and / or persons intending to acquire the flats and have the same constructed in accordance to approved plan by the said **DEVELOPER**.

- (5) The **LAND OWNER** agrees hereby that, they will join to the said Agreement respectively for the sale or also for either sale of the said constructed flat and/or for constructing the flats under Developer's allocation on behalf of the respective intending persons as may be required by the Developer from time to time and the **LAND OWNER** will agree to transfer, to confirm and transfer of the constructed area of the flats under Developer's allocation on behalf of the Purchasers or intending persons.



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- (6) That from the date of receiving khas vacant possession of the said property until making over the vacant khas possession of Owners's allocation to the said Owners the Municipal rates and taxes of the said property shall be borne and paid by the Developer and it is agreed that, the **LAND OWNER** shall not be liable for the same.
- (7) It is however, agreed and expressly understood that, all arrears of Municipal Rates and Taxes and other outgoings of the said property up to the date of receiving khas vacant possession of the said property by the Developer shall be borne and paid by the said Owners exclusively.
- (8) It is agreed by and between the **LAND OWNER** and **DEVELOPER** that there shall be no financial liability on the part of the LAND OWNER for the purpose of construction.
- (9) In case the DEVELOPER has to finance its project through bank loan, the DEVELOPER shall mortgage only the DEVELOPER's allocation and not LAND OWNER's allocation but such action shall be subject to the rules and regulations of the concerned bank



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or financial institution and all such loan, if availed, shall be repaid by the DEVELOPER.

- (10) Alternative accommodation to the Landowner during construction period @ Rs.5,000/- per month.
- (11) No adjustment from First Floor.
- (12) . 100 sq.ft. (SBA) shop to be sold to the Landowner from the Developers allocation, separate from the Landowners original allocation.
- (13) Shop should be all completed.
- (14) Landowner will retain the cost of demolition of existing structures.

(J) JOINT OBLIGATIONS AND RIGHTS

- (1) It is clearly agreed and understood by and between the parties herein, that the Owners will not be liable to bear and to pay the cost of construction and RSM (Rajpur-Sonarpur Municipality) taxes, duties and GST or any other taxes or expenses during construction period of the Owners' allocation and other common benefits and facilities, it will be borne by the Developer herein.



- (2) It is agreed by and between the parties that the **LAND OWNER** and the **DEVELOPER** shall duly comply with all the requirements and other formalities of obtaining sanction of the Building plan and the Owners shall always sign, execute all documents, Plans, affidavits and undertakings, declaration, that will be required to be filed with the Municipal Authorities from time to time in connection with the sanction of the said Building Plan. The Developer, will also as the Constituted Attorney on behalf of the **LAND OWNER**, to be entitled to do, sign, execute and/ or to deliver all documents, plans, affidavits, undertakings in the name of the Owners.
- (3) It is agreed by and between the parties that the land of the said premises shall always from dated hereof be indivisible and impartible and neither the **LAND OWNER** nor the **DEVELOPER** nor their respective transferees shall be entitled to claim any partition, sub-division or any separation of the land of the said premises and it is agreed that, the said land shall be held jointly undivided but in proportionate share.
- (4) On the completion of the proposed G+3 building as per the sanctioned plan, the owners of the individual areas shall get their names recorded in the records of the Local Authority at their own expenses and pay the proportionate taxes as and when they fall due. The



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common maintenance of the building shall be borne by the **DEVELOPER** until such time all the units are sold out.

(K) MISCELLANEOUS ISSUES

- (a) **COMMENCEMENT** : The Agreement shall be deemed to have commenced with rights enforceable from the either side on the date of signing and registration of the agreement and the parties hereto shall acquire legal right in relation to the matters stated hereinabove for enforcing the same onto one another from these presents.
- (b) **FORCE MEJAURE** : The **LAND OWNER** and the **DEVELOPER** shall not be held to be liable for non-performance on one or more account if such non-performance is relatable to incidents like flood, earthquake, riot, civil commotion, war, storm, bandh, strike, lock-out, pandemic, epidemic and any other event or incidence which is not within the control of any of the parties. However, any stoppage of work caused by any act or omission relatable to the **LAND OWNER** or **DEVELOPER** shall not be included within this category.
- (c) **JURISDICTION** : The jurisdiction for civil and criminal matters shall lie with the jurisdiction of the affected party on the basis of whose acts or omission, the interest of the other party is put to prejudice.



FOR ASSURANCE

21 DEC 2023

- (d) For any other matter not mentioned specifically mentioned above, the same shall be governed by the relevant legislations in force.

**SCHEDULE ABOVE REFERRED TO
(THE LAND)**

ALL THAT piece and parcel of land measuring about 4 cottahs 2 chittaks 0 sq.ft. (Mouza - Kamrabad, Touzi No.109, J.L. No.41, Holding No.482, land measuring about 2 cottahs 7 chittaks 0 sq.ft. Bastu Land under Khatian No.716 and 506 under L.R. Khatian No.23306 under the revisional settlement measurement which was under Mouza - Kamrabad, L.R. Khatian No.7115, R.S. and L.R. Dag No.110 total land area 1 cottah 11 chittaks 0 sq.ft. Bastu Land in total land measuring about 4 cottahs 2 chittaks 0 sq.ft. on which pucca wall, tile shed 100 sq.ft. structure) within the limit of Rajpur Sonarpur Municipality under Ward No.4, Mouza - Kamrabad, within the jurisdiction of Sub-Registrar Office of Sonarpur, District Registry Office Alipore, Holding No.482, premises Nabagram Garia, No.2, Middle Block, Kolkata - 700152, District - South 24-Parganas, Police Station - Sonarpur, which is butted and bounded as follows :

ON THE NORTH : R.S. Dag No. 108

ON THE SOUTH : Sixteen feet wide common passage

ON THE EAST : House of Sri Dilip Ghosh

ON THE WEST : House of Smt Dipti Chakraborty



DEPARTMENT OF
INSURANCE

31 DEC 2023

IN WITNESS WHEREOF THE PARTIES have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of :

WITNESSES :

1. Sanjoy Chatterjee
107 Raja Rammohan Ray
Sarani, Kolkata: 700009

Soumen Sarkar
[SRI SOUMEN SARKAR]

**SIGNATURE OF THE
LANDOWNER**

2. Ram Anindya Ghosh
Shampur Shibhala
Dasnagar Howrah
711105

SANMAN REALTECH LLP

For SANMAN REALTECH LLP

Santanu Mukherjee

[SRI SANTANU MUKHERJEE]

For SANMAN REALTECH LLP

Mandira Das

[SMT MANDIRA DAS]

Partner

For SANMAN REALTECH LLP

Koushik Bose

[SRI KOUSHIK BOSE]

Partner

**SIGNATURE OF THE
DEVELOPER (PARTNERS)**

Identified by me

Drafted by

Rupchand Chakrabarti

Advocate, High Court,

Calcutta

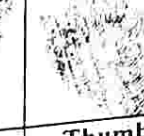
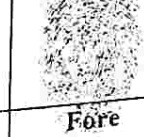
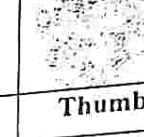
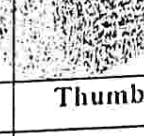
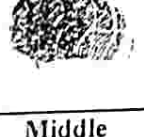
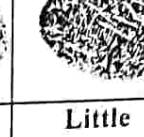
Encl: WB/79/1974



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

20 DEC 2023

SPECIMEN FORM FOR TEN FINGER PRINTS

	Soumen Sarkar						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
	Santanu Mukherjee						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
	Manoj Das						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
	Debajyoti Bhowmik						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							



1
ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

01 DEC 2023



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



192023240302525088

GRN Details

GRN: 192023240302525088 Payment Mode: SBI Epay
GRN Date: 01/12/2023 10:58:23 Bank/Gateway: SBlePay Payment Gateway
BRN: 9803473919938 BRN Date: 01/12/2023 11:01:00
Gateway Ref ID: 202333595674365 Method: State Bank of India New PG CC
GRIPS Payment ID: 011220232030252507 Payment Init. Date: 01/12/2023 10:58:23
Payment Status: Successful Payment Ref. No: 2002952464/1/2023
[Query No/*Query Year]

Depositor Details

Depositor's Name: Shri Santanu Mukherjee
Address: 46/1 Raja Rammohan Sarani, City:-, P.O:- Raja Rammohan Sarani, P.S:-
Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009.
Mobile: 9830092906
Period From (dd/mm/yyyy): 01/12/2023
Period To (dd/mm/yyyy): 01/12/2023
Payment Ref ID: 2002952464/1/2023
Dept Ref ID/DRN: 2002952464/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002952464/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	4520
2	2002952464/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				4541

IN WORDS: FOUR THOUSAND FIVE HUNDRED FORTY ONE ONLY.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



011220232030252507

GRIPS Payment Detail

GRIPS Payment ID:	011220232030252507	Payment Init. Date:	01/12/2023 10:58:23
Total Amount:	4541	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	9803473919938	BRN Date:	01/12/2023 11:01:00
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Shri Santanu Mukherjee
Mobile: 9830092906

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240302525088	Directorate of Registration & Stamp Revenue	4541
Total			4541

IN WORDS: FOUR THOUSAND FIVE HUNDRED FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Major Information of the Deed

Deed No :	I-1902-16748/2023	Date of Registration	01/12/2023
Query No / Year	1902-2002952464/2023	Office where deed is registered	
Query Date	01/12/2023 10:33:26 AM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	A B DHARA FLAT NO. A-47, JVV, BLOCK-LB, SECTOR-III, Thana : South Bidhannagar, District : North 24-Parganas, WEST BENGAL, PIN - 700106, Mobile No. : 9830092906, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 29,96,997/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

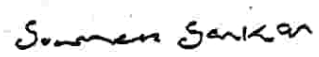
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Nabagram Garia Road, Mouza: Kamrabad, , Ward No: 004, Holding No:482 JI No: 41, Touzi No: 109, 2 No Middle Block Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-110 (RS :-)	LR-23306	Bastu	Bastu	2 Katha 7 Chatak		17,54,998/-	Width of Approach Road: 16 Ft.,
L2	LR-110 (RS :-)	LR-23306	Bastu	Bastu	1 Katha 11 Chatak		12,14,999/-	Width of Approach Road: 16 Ft.,
		TOTAL :			6.8063Dec	0 /-	29,69,997 /-	
		Grand Total :			6.8063Dec	0 /-	29,69,997 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	100 Sq Ft.	0/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	100 sq ft	0 /-	27,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Soumen Sarkar (Presentant) Son of Late Sudhir Kumar Sarkar Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Office	Photo  01/12/2023	Finger Print  LTI 01/12/2023 Captured	Signature  01/12/2023
Nabagram Garia, City:- , P.O:- Panchpota, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AVxxxxxx1P, Aadhaar No: 75xxxxxxxx0209, Status :Individual, Executed by: Self, Date of Execution: 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Sanman Realtech LLP 46/1 Raja Rammohan Sarani, City:- , P.O:- Raja Rammohan Sarani, P.S:-Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009 , PAN No.: AFxxxxxx0K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Santanu Mukherjee Son of Late Arun Mukherjee Date of Execution - 01/12/2023 , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office	Photo  Dec 1 2023 3:20PM	Finger Print  LTI 01/12/2023 Captured	Signature  01/12/2023
46/1 Raja Rammohan Sarani, City:- , P.O:- Raja Rammohan Sarani, P.S:-Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: Alxxxxxx6C, Aadhaar No: 58xxxxxxxx1617 Status : Representative, Representative of : Sanman Realtech LLP (as Partner)				

2	Name Smt Mandira Das Daughter of Mr. Manik Lal Bose Date of Execution - 01/12/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office	Photo  Dec 1 2023 3:21PM	Finger Print  Captured LTI 01/12/2023	Signature  01/12/2023
79A, Regent Estate, City:- , P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADxxxxxx6H, Aadhaar No: 56xxxxxxxx3040 Status : Representative, Representative of : Sanman Realtech LLP (as Partner)				

3	Name Shri Koushik Bose Son of Late Manik Lal Bose Date of Execution - 01/12/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office	Photo  Dec 1 2023 3:31PM	Finger Print  Captured LTI 01/12/2023	Signature  01/12/2023
177/6A, Layalka Roypur Road, 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.: AWxxxxxx5B, Aadhaar No: 54xxxxxxxx3743 Status : Representative, Representative of : Sanman Realtech LLP (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Austabasu Dhara Son of Late B P Dhara A-47, Jai Vayu Vihar, Block-LB, Sector-III, City:- , P.O:- IB Market, P.S:-South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700106		 Captured	
01/12/2023	01/12/2023	01/12/2023	

Identifier Of Shri Soumen Sarkar, Shri Santanu Mukherjee, Smt Mandira Das, Shri Koushik Bose

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Soumen Sarkar	Sanman Realtech LLP-4.02187 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri Soumen Sarkar	Sanman Realtech LLP-2.78437 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Soumen Sarkar	Sanman Realtech LLP-100.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Nabagram Garla Road,
Mouza: Kamrabad, , Ward No: 004, Holding No:482 JI No: 41, Touzi No: 109, 2 No Middle Block Pin Code : 700150

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 110, LR Khatian No:- 23306	Owner:সৌমেন সরকার, Gurdian:সুধীর কুমার সরকার, Address:নিজ , Classification:বাড়, Area:0.03000000 Acre,	Shri Soumen Sarkar
L2	LR Plot No:- 110, LR Khatian No:- 23306	Owner:সৌমেন সরকার, Gurdian:সুধীর কুমার সরকার, Address:নিজ , Classification:বাড়, Area:0.03000000 Acre,	Shri Soumen Sarkar

Endorsement For Deed Number : I - 190216748 / 2023

On 01-12-2023

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 11:31 hrs on 01-12-2023, at the Office of the A.R.A. - II KOLKATA by Shri Soumen Sarkar, 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 29,96,997/-

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

Execution is admitted on 01/12/2023 by Shri Soumen Sarkar, Son of Late Sudhir Kumar Sarkar, Nabagram Garia, P.O: Panchpota, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by Profession Business

Indetified by Austabasu Dhara, , Son of Late B P Dhara, A-47, Jal Vayu Vihar, Block-LB, Sector-III, P.O: IB Market, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700106, by caste Hindu, by profession Service

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

Execution is admitted on 01-12-2023 by Shri Santanu Mukherjee, Partner, Sanman Realtech LLP (Partnership Firm), 46/1 Raja Rammohan Sarani, City:- , P.O:- Raja Rammohan Sarani, P.S:-Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009

Indetified by Austabasu Dhara, , Son of Late B P Dhara, A-47, Jal Vayu Vihar, Block-LB, Sector-III, P.O: IB Market, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700106, by caste Hindu, by profession Service

Execution is admitted on 01-12-2023 by Smt Mandira Das, Partner, Sanman Realtech LLP (Partnership Firm), 46/1 Raja Rammohan Sarani, City:- , P.O:- Raja Rammohan Sarani, P.S:-Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009

Indetified by Austabasu Dhara, , Son of Late B P Dhara, A-47, Jal Vayu Vihar, Block-LB, Sector-III, P.O: IB Market, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700106, by caste Hindu, by profession Service

Execution is admitted on 01-12-2023 by Shri Koushik Bose, Partner, Sanman Realtech LLP (Partnership Firm), 46/1 Raja Rammohan Sarani, City:- , P.O:- Raja Rammohan Sarani, P.S:-Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009

Indetified by Austabasu Dhara, , Son of Late B P Dhara, A-47, Jal Vayu Vihar, Block-LB, Sector-III, P.O: IB Market, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700106, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/12/2023 11:01AM with Govt. Ref. No: 192023240302525088 on 01-12-2023, Amount Rs: 21/-, Bank: SBI
EPay (SBIPay), Ref. No. 9803473919938 on 01-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 4,520/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 472707, Amount: Rs.500.00/-, Date of Purchase: 30/11/2023, Vendor name: S

Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 01/12/2023 11:01AM with Govt. Ref. No: 192023240302525088 on 01-12-2023, Amount Rs: 4,520/-, Bank:

SBI EPay (SBlePay), Ref. No. 9803473919938 on 01-12-2023, Head of Account 0030-02-103-003-02


Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 602056 to 602098
being No 190216748 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.12.09 14:21:55 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 09/12/2023
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.