

16/12/2024

T.O 1473/2024

भारतीय गैर-न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE
HUNDRED RUPEES



सत्यम् व विष्वम्

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

AS 342216

29-08-2024
2024
2024

Certified that the document is admitted to registration. The Signature sheet/s and the Endorsement sheet/s attached with this document are part of this document.

Addl. Dist. Sub-Registrar
Alipore, South 24 Parganas

29 AUG 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 29th day of August, 2024.

BETWEEN

Serial No. Date

Name.....

Address.....

Value Rs. 100/- P. Reg. No.

BIDYUT KR. SAHA
Licence Stamp Vendor
Alipore Judges' Court 24 Pgs. (S)
Kolkata-700 027

Stamp Vendor

Signature



Santu Saha
S/o Badal ch Saha
5. P.R Lane, kol-33
P.S. Phanu Market
Law clerk

1) **MRS. SONA SANYAL**, having **PAN: BGRPS0749G, Aadhaar No. 0000 0000 1190**, wife of Late Krishna Brata Sanyal @ Krishnabrata Sanyal @ Krisna Brata Sanyal, by faith - Hindu, by Nationality - Indian, by Occupation - House Wife, residing at 43, Kalitala Park, P.O. - Bansdroni, P.S. - Bansdroni (previously Regent Park) Kolkata - 700 070, District - South-24-Parganas, 2) **MRS. NANDITA SANYAL**, having **PAN: JGDPS1580K, Aadhaar No. 0000 0000 6131**, daughter of Late Krishna Brata Sanyal @ Krishnabrata Sanyal @ Krisna Brata Sanyal, by faith - Hindu, by Nationality - Indian, by Occupation - Self Employed, residing at 43, Kalitala Park, P.O. - Bansdroni, P.S. - Bansdroni (previously Regent Park) Kolkata - 700 070, District - South-24-Parganas, hereinafter referred to as the **OWNERS/ FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

- A N D -

TOLLY CREATIONS PRIVATE LIMITED, having **PAN: AAJCT4797P, CIN: U45201WB2022PTC254908**, a Company incorporated under the Companies Act, 1956 and as amended in the year 2013, having its registered Office at 99, Sarat Pally, P.O. Bansdroni, P.S. Bansdroni (previously Regent Park), Kolkata- 700 070, represented by its Directors (1) **MR. BINOD CHOWDHURY**, having **PAN: ALEPC9848D, Aadhaar No. 0000 0000 4100**, son of Late Dasarath Chowdhury, by Faith - Hindu, by Nationality - Indian, by Occupation- Business, residing at Sarat Pally, P.O. Bansdroni, P.S. Bansdroni (previously Regent Park), Kolkata- 700 070, (2) **MR. SUKANTA SAHA, PAN: BCLPS1697H, Aadhaar No. 0000 0000 9294**, son of Sri. Nitai Chand Saha, by faith - Hindu, by Nationality - Indian, by Occupation -



MR



Business, residing at 88D, N. S. C. Bose Road, P.O. Regent Park, P.S. Golf Green(formerly Jadavpur), Kolkata- 700 040, hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the **SECOND PART**:

WHEREAS one Sri. Krishna Brata Sanyal @ Krishnabrata Sanyal @ Krisna Brata Sanyal, son of Late Pratul Chandra Sanyal was the sole and absolute owner in respect of land measuring about 4 Cottah 4 Chittack out of which 1 Cottah 10 Chittack land comprised in R.S. Dag No. 1273 and 2 Cottah 10 Chittack land comprised in R.S. Dag No. 1270 under R.S. Khatian No. 276 in Mouza- Bansdroni Gram, J.L. No. 45, Touzi No. 63 & 64, Pargana- Magura under P.S. Jadavpur, District- 24-Parganas by purchase from the erstwhile Owners namely Sri. Onkar Lal Sarkar, son of Late Hirendra Lal Sarkar & Others by virtue of a Bengali Saf Bikray Kobala dated 10.02.1976, which was registered in the Office of the Sub-Registrar at Alipore 24- Parganas and recorded in Book-I, Volume No. 4, Pages from 236 to 249, Being No. 932 for the year 1976;

AND WHEREAS upon such purchase as stated above said Sri. Krishna Brata Sanyal @ Krishnabrata Sanyal @ Krisna Brata Sanyal had become the sole and absolute owner in respect of the aforesaid landed property and got mutated his name with the records of the then Calcutta Municipal Corporation now the Kolkata Municipal Corporation and the said property has been assessed and now known and numbered as K.M.C. Premises No. 280, Kalitala Park (having Postal Address 43, Kalitala Park), P.S. Regent Park , Kolkata- 700 070, having Assessee No. 311131202809 under Ward No. 113 of the Kolkata Municipal Corporation. and had been in peaceful possession and enjoyment of the same on payment of Taxes and other outgoing



charges to the appropriate authorities by exercising all rights of ownership according to law to the exclusion of others;

AND WHEREAS said Sri. Krishna Brata Sanyal @ Krishnabrata Sanyal @ Krisna Brata Sanyal while thus well seized and possessed of the aforesaid landed property died intestate on 12/01/2002 leaving behind him his widow Smt. Sona Sanyal, the First Party No.1 herein, one son Sri. Subhajit Sanyal @ Surojit Sanyal, since deceased and one daughter namely Smt. Nandita Sanyal as his legal heirs and successors, who jointly inherited all the movable and immovable properties including the aforesaid Premises being No. 280, Kalitala Park (having Postal Address 43, Kalitala Park), P.S. Bansdroni (previously Regent Park), Kolkata- 700 070 left by said Late Krishna Brata Sanyal, each having undivided equal share therein as per provisions of the Hindu Succession Act;

AND WHEREAS subsequently the only son of Late Krishna Brata Sanyal, namely Sri. Subhajit Sanyal @ Surojit Sanyal died intestate as bachelor on 13/03/2012 leaving behind him his mother Smt. Sona Sanyal and only sister Smt. Nandita Sanyal as his legal heirs and successors upon whom the undivided share of Late Sri. Subhajit Sanyal @ Surojit Sanyal devolved;

AND WHEREAS upon demise of Late Krishna Brata Sanyal @ Krishnabrata Sanyal @ Krisna Brata Sanyal and his son Subhajit Sanyal @ Surojit Sanyal, the First Party herein have become the joint absolute owners in respect of the aforesaid Premises being No. 280, Kalitala Park (having Postal Address 43, Kalitala Park), P.S. Bansdroni (previously Regent Park), Kolkata- 700 070, which is more particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the "**SAID PROPERTY**" and got mutated their names with the records of the B L & LR department of West Bengal and the Kolkata Municipal Corporation and have been in peaceful joint possession and enjoyment of the same on payment of Taxes and other



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outgoing charges to the appropriate authorities by exercising all rights of ownership according to law to the exclusion of others;

AND WHEREAS being desirous to develop the said premises and also having a clear and marketable title in respect of the said premises the First Party/Owners herein have decided to develop the said premises by engaging a Competent Developer for the purpose of Development of the said premises as mentioned in the **FIRST SCHEDULE** herein below and the Owners herein have agreed with the Developer herein to enter into the instant Development Agreement along with such terms and conditions as mentioned herein below.

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

ARTICLE - I :- DATE OF COMMENCEMENT

This agreement shall be deemed to have commenced on and with effect from the date of execution of this agreement.

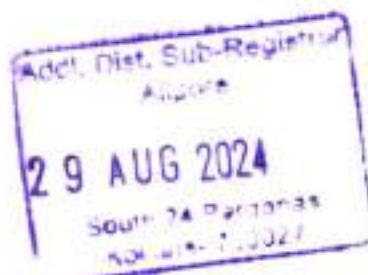
ARTICLE - II:- DEFINITIONS

In these presents unless there is something repugnant to or inconsistent with the context:-

OWNERS - shall mean and include 1) **MRS. SONA SANYAL**, having **PAN: BGRPS0749G, Aadhaar No. 0000 0000 1190**, wife of Late Krishna Brata Sanyal @ Krishnabrata Sanyal @ Krisna Brata Sanyal, by faith - Hindu, by Nationality - Indian, by Occupation - House Wife, residing at 43, Kalitala Park, P.O. - Bansdroni, P.S. - Bansdroni (previously Regent Park) Kolkata - 700 070, District - South-24-Parganas, 2) **MRS. NANDITA SANYAL**, having **PAN: JGDPS1580K, Aadhaar No. 0000 0000 6131**, daughter of Late Krishna Brata Sanyal



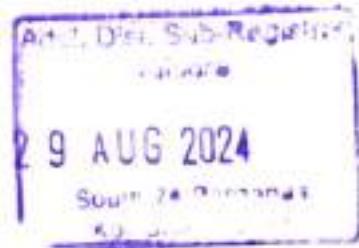
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@ Krishnabrata Sanyal @ Krisna Brata Sanyal, by faith - Hindu, by Nationality - Indian, by Occupation - Self Employed, residing at 43, Kalitala Park, P.O. - Bansdroni, P.S. - Bansdroni (previously Regent Park) Kolkata - 700 070, District - South-24-Parganas and their legal heir/s, representative/s, administrators, executors, nominee / nominees.

DEVELOPER/BUILDER - shall mean and include **TOLLY CREATIONS PRIVATE LIMITED**, having **PAN: AAJCT4797P, CIN: U45201WB2022PTC254908**, a Company incorporated under the Companies Act, 1956 and as amended in the year 2013, having its registered Office at 99, Sarat Pally, P.O. Bansdroni, P.S. Bansdroni (previously Regent Park), Kolkata- 700 070, represented by its Directors **(1) MR. BINOD CHOWDHURY, having PAN: ALEPC9848D, Aadhaar No. 0000 0000 4100**, son of Late Dasarath Chowdhury, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at Sarat Pally, P.O. Bansdroni, P.S. Bansdroni (previously Regent Park), Kolkata- 700 070, **(2) MR. SUKANTA SAHA, PAN: BCLPS1697H, Aadhaar No. 0000 0000 9294**, son of Sri. Nitai Chand Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 88D, N. S. C. Bose Road, P.O. Regent Park, P.S. Golf Green (formerly Jadavpur), Kolkata- 700 040 and its successor-in-office, representatives, administrators, executors, nominee / nominees.

SAID PROPERTY - shall mean and include **ALL THAT** piece and parcel of 4 Cottah 4 Chittack land out of which 2 Cottah 10 Chittack land comprised in R.S. & L.R. Dag No. 1270 under R.S. Khatian No. 276, L.R. Khatian No. 4847 & 4846 and 1 Cottah 10 Chittack land comprised in R.S. & L.R. Dag No. 1273 under R.S. Khatian No. 276, L.R. Khatian No. 4847 & 4846 in Mouza- Bansdroni, J.L. No. 45, Touzi No. 63 & 64, Pargana- Magura along with structure standing thereon lying and situates at K.M.C. Premises being No. 280, Kalitala Park (having Postal Address 43, Kalitala Park), P.O. Bansdroni, P.S.



Bansdroni (previously Regent Park), Kolkata- 700 070 within the limits of the Kolkata Municipal Corporation under Ward No. 113 having Assessee No. 311131202809, District- South 24-Parganas, described and mentioned in the **FIRST SCHEDULE** hereunder written.

NEW BUILDING - Shall mean and include the proposed multi-storied building to be constructed on or upon the land comprised in the said property in accordance to the sanctioned building plan and/or revised or modified sanction building plan to be sanctioned by the Kolkata Municipal Corporation, which shall be obtained by the Developer/Second Party at its own costs and expenses in the names of the Owners/First Party herein.

COMMON FACILITIES - Shall mean and include main gate/s for entrance and exit, boundary wall, corridors, stair ways, landing, passages and vacant land around the building/building(s), roof, terrace, over head water reservoir, underground water reservoir and other facilities required for the enjoyment, maintenance, management of the new building/buildings or any part thereof.

OWNERS' ALLOCATION:-

Shall mean and include the 50% of total constructed Residential Flat area consisting of five self-contained flats out of which one self-contained Flat on the Ground Floor, one self-contained flat at the front side of 1st Floor, one self-contained flat at the rear portion of the 2nd Floor and two self-contained Flats on the 3rd Floor of the proposed G+III storied Building and 50% of total car parking and shop area(if sanctioned by KMC) on the Ground Floor of the proposed G+III storied Building together with undivided proportionate and immeasurable share of land underneath the Building along with all easements rights over the common areas and facilities attached to the proposed building to be constructed upon the First Scheduled property as per sanctioned



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Building Plan and also a sum of Rs. 7,00,000/- (Rupees Seven Lakhs)only shall be paid by the Developer to the Owners as down money which is more particularly described in the **SECOND SCHEDULE** herein below.

Be it specifically mentioned herein that the allotment of Flats, Shop/s and Car Parking Space/s according to owners' allocation shall be settled amicably by and between the Parties herein by executing a Supplementary Agreement after obtaining the sanctioned Building Plan from the competent authority of the Kolkata Municipal Corporation.

DEVELOPER'S ALLOCATION:-

Shall mean and include 50% of total constructed area ie; the entire remaining portion of constructed area after allotment of Flats/Units of Owners' Allocation of the proposed G+III storied Building along with undivided proportionate and imparible share in the land underneath the Building together with all easement rights over the common areas and facilities attached to the proposed building to be constructed as per sanctioned building plan by the competent authority of The Kolkata Municipal Corporation, which is more particularly described in the **THIRD SCHEDULE** herein below.

BUILDING PLAN:-

Shall mean and include the plan to be sanctioned by the competent authority of the Kolkata Municipal Corporation in the name of Owners and the cost of such building plan will bear by the Developer and if required, further revised and/or modified building plan which to be sanctioned by the Kolkata Municipal Corporation.

TRANSFER :-

shall mean and include registration, delivery of peaceful possession and/or by any other means adopted for effecting transfer of Flats/shop(s)/Unit(s) and any other spaces under law.



TRANSFeree:-

shall mean and include person or persons, party or parties to whom any flat, commercial space, shop and or any other space in the new/proposed building may hereafter be agreed to be transferred.

ARTICLE - III:- OWNERS' REPRESENTATION

1. The First Party/Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to do **ALL THAT** the right, title and interest in the said property as more fully described in the **FIRST SCHEDULE** herein below, free from all sorts of encumbrances whatsoever.
2. Save and except the Owners/First Party and their legal heirs herein nobody else has any right, title, interest, claim and demand whatsoever or howsoever in respect of the said premises.
3. The said premises is free from all charges, liens, lis pendences, mortgage, trusts, acquisitions, whatsoever or howsoever.
4. That the Owners have not entered into any Agreement for Development, Agreement for Sale, Mortgage etc., or any other Agreement, whatsoever or howsoever in respect of the said property prior to this Agreement with any third person/s.
5. The Owners shall not cancel this Agreement unilaterally.
6. That the said premises is not subject to any notice or acquisition or requisition that may be issued by the Govt. or the Semi-Govt. Authority of the Govt. of West Bengal.

ARTICLE - IV:- DEVELOPER'S REPRESENTATION

1. The Developer/Second Party shall keep original copies of all the documents related with the property e.g., Title deed, Mutation



[Handwritten signature]



Certificate, Tax Receipt, Assessment Roll etc. and the original copy of sanctioned building plan and the photo copies of all the documents related with the property and Certified copy of sanction building plan will be kept with the Owners and after completion of the construction work of proposed building the Developer shall return back all such original deeds, documents and sanctioned plan etc., to the in-charge of Owners' association/ Committee to be formed by the flat Owners of that newly constructed building.

2. The Developer has sufficient knowledge and experience in the matter of development of immovable property by constructing/ raising Multistoried Building and has arrangement of sufficient funds for carrying out the smooth work of development of property and/or construction of the said proposed building as per sanctioned Building plan duly sanctioned by the competent authority of the K.M.C.
3. The Developer/Second Party shall carry out and/or cause to be carried out the said work of development of the property and/or construction of the said proposed building in accordance to the sanctioned building plan and further revised plan, if any, to be sanctioned by the Kolkata Municipal Corporation in accordance to the Rules and Regulations of the Kolkata Municipal Corporation.

ARTICLE - V:- DEVELOPMENT WORK

1. The Owners hereby appoint the Developer/Second Party as the Developer and/or Contractor which the Developer/Second Party hereby agrees and accepts.
2. The Developer/Second Party shall carry out or cause to be carried out the work of development work in respect of the said property by developing of ownership basis flats, commercial spaces, shop spaces, car parking spaces together with the proportionate share and interest





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in the land of the said new building in favour of owners, intending purchaser/s (for his/her/their allotted area/s).

ARTICLE – VI:- OWNERS' OBLIGATION:

1. The First Party/ Owners hereby agree and covenant with the Developer that they will co-operate with the Developer in the matter of obtaining building plan from the concerned Department of the K.M.C.
2. The First Party/Owners further covenant with the Developer to handover and/or delivery of possession of such land to the Developer within 15 days from the intimation for vacating the property by Developer.
3. The First Party/ Owners do hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling out any portion of the Developer's allocated portion in the proposed building to be constructed upon the land at the said premises to the Third Party/ Intending Purchaser/s.
4. The First Party/Owners do hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said proposed building at the said premises to be constructed by the Developer.
5. The Owners/ First Party herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises or any portion thereof at any time during the subsistence of this agreement.
6. For smooth progress of Development works the Owners/ First Party herein are executing a Development Power of Attorney appointing and empowering the Developer Firm as their Constituted Attorney along with the instant Agreement.



7. The Owners/First Party henceforth for all times to come shall not raise any claim and/or press for any benefit and/or amount other than the terms of the Development Agreement and the Developer shall be at liberty to receive any amount from any Purchaser/ Purchasers in its own name for any flat/unit out of the Developer's Allocation by virtue of the said Development Power of Attorney by representing Owners at the time of sale proceeds of the units/flats/spaces/shops of the newly constructed building at its own discretion without having any attachment and/or share thereon of the Owners hereto.

ARTICLE – VII:- DEVELOPER'S OBLIGATION :

1. The Developer hereby agrees and covenants with the First Party/Owners to complete the construction of the proposed building as per specifications as mentioned in the SIXTH SCHEDULE hereunder written at its own cost and expenses within **36 (Thirty six)** months from the date of this agreement plus six months extended period subject to force majeure like flood, earthquake, riot, war, storm, pandemic situation, tempest, civil commodation , strike etc. and also subject to the First Party/Owners strictly complying with all his obligations under this agreement.
2. The Developer hereby agrees and covenants with the First Party/Owners not to violate or contravene any of the provisions or rules applicable for construction of the said proposed building.
3. The Developer hereby agrees and covenants with the First Party/Owners not to do any act, deed or thing whereby the First Party/Owners prevented from enjoying leasing, assigning and/or disposing of any of the allocation of the First Party/ Owners in the new building at the said premises.



4. The Developer hereby agrees and covenants with the First Party/Owners that to make arrangements for shifting of the Owners/First Party herein and shall provide two 1BHK flats at the nearby locality at its own cost and expenses and shall pay the monthly rent not exceeding at the @ Rs. 6,000/- per month on behalf of the Owners in respect of the said alternative accommodation from the month of demolishing of the old property of that premises and till the date of handing over the vacant Khas possession as per Owners Allocation unto and in favour of the First Party/Owners herein.

ARTICLE - VIII:- OWNERS' COVENANTS

The Owners do hereby covenant with Developer as follows:-

1. The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining the sanctioned Building Plan and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property.
2. For all or any of the purposes contained herein above and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.



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3. With effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save and except only to the extent permitted expressly hereunder.
4. That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
5. That the Owners shall not cause any interference or hindrance in the modification/addition/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
6. That the Owners shall ensure that they shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them.
7. The Owners shall bear the proportionate charges for installation of new main electric connection (mother meter) of the proposed G+III building. Whereas the installation of personal meter for their allocated units shall be fully beard by them.
8. The Owners shall bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owner's Allocation.



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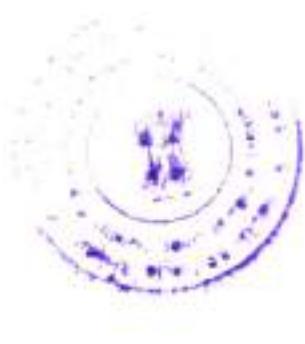


ARTICLE - IX:- DEVELOPER'S COVENANTS

1. The Developer/Second Party itself shall be responsible to arrange necessary finance/fund and/or money as may from time to time be required for the smooth running of said development work and/or construction of the said new/proposed building. The Owners shall have no responsibility or liability for any fund/finance for that purpose.
2. The Developer shall not ask Owners to finance or to pay any cost of construction and/or development of the said property for Owners' allocated area as mentioned above.
3. The Developer/Second Party at its own costs and expenses apply and obtain all necessary sanctions or permissions or approvals or no objection from appropriate authority /Municipality and/or Department as may from time to time be necessary or require for the purpose of carrying smooth construction and/or development work of the said property.
4. The Developer/Second Party shall at its own costs and expenses apply for and obtain temporary and/or permanent for supply of electricity, water, drainage, sewerage as may be require at the said new/proposed building.

ARTICLE - X:- POSSESSION & CONSTRUCTION

1. Upon possession being taken the said premises would be held by the Developer and/or on behalf of and in trust of the First Party for the Purpose of carrying out the construction in terms of this Agreement.
2. The construction of the said new/proposed building shall be done by the Developer/Second Party as per the sanctioned building plan



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and/or modified plan which to be sanctioned by the concern authority of the Kolkata Municipal Corporation.

3. The Developer shall be entitled to obtain necessary modification and/or rectification building plan for the purpose of completion of the construction of the said new/proposed building.
4. The Developer shall not deviate construction of new/proposed building from sanction building plan and/or not violate rules and regulations of the Kolkata Municipal Corporation. The Developer shall keep the Owners indemnified and harmless from any civil and criminal action, claim and demand whatsoever.
5. The Developer/Second Party shall be solely responsible for its allocated Flats, Car Parking space, shops etc. to intending purchaser/s of the new/proposed building to be constructed by its own costs and expenses.
6. Time shall be the essence of the contract in this regard provided that if any delay is caused due to Force Majeure, the time during which the Developer were prevented from carrying out its obligations shall be added to the respective Schedules.

ARTICLE - XI:- PROCEDURE

1. The First Party/Owners shall grant proper authority and empowered appointed and nominated the Developer as their Constituted Attorney by executing a separate Development Power of Attorney for the purpose of obtaining all necessary permissions and sanctions from different authorities in connection with the construction of the building for pursuing and following up the matters with the Kolkata Municipal Corporation and other authorities, to enter into Agreements with intending Purchaser/s to receive advances from intending Purchaser/s and also for selling out the flats/units along with the undivided imparible





proportionate share of land underneath the proposed building out of the Developer's allocation.

2. The Developer shall keep the original copy of the sanctioned building plan, both architectural and structural plan in its custody for construction of the proposed building and shall deliver authenticated copies thereof to the Owners at the time of handover of the possession out of the Owners' allocation.
3. The Owners do hereby further declare that they have handed over all original deeds and documents in possession of the Owners on the date of execution of this Agreement in respect of the said premises to the Developer and the Developer undertakes to issue proper receipt thereof to the Owners before registration of the instant Agreement.
4. The Developer do hereby undertakes and declares that after completion of the entire project as well as the transfer of all flats/shops/Car Parking spaces etc., out of the Developer's allocation to the Third Party, the Developer shall return back all original deeds, documents, sanctioned plan etc., lying in the custody of the Developer to the in charge of the Owners' association/committee to be formed by the Flat Owners against a proper receipt of Acknowledgement.

ARTICLE - XII:- MISCELLANEOUS

1. PROPERTY TAXES AND OUTGOINGS:

That upon construction of any phase of development at the Subject Property, all taxes and outgoings shall be borne paid and discharged by the Transferees and for non alienated areas by the parties hereto for their respective allocations.

2. FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:



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Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owners.

3. INDEMNITY BY OWNERS:

At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.

4. INDEMNITY BY DEVELOPER:

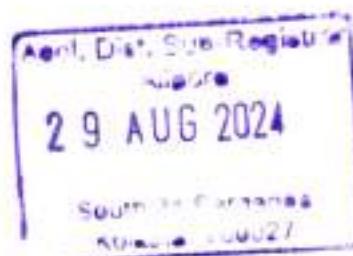
At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, noncompliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.

5. NO PARTNERSHIP OR AOP:

The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any



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manner nor shall the Parties constitute an Association of Persons (AOP).

6. NOT A PRESENT TRANSFER:

Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.

7. WAIVERS:

Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.

8. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.

9. PART UNENFORCEABILITY:

If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to



[Handwritten signature or mark]



the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

10. MODIFICATIONS:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

11. DEATH OR INCAPACITY:

Notwithstanding any subsequent death or incapacity etc., of the Owners, this agreement as well as the Power/s of Attorney to be executed by the Owners, shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of the Owners as if they were parties hereto and to the said Power/s of Attorney.

12. CHANGE IN CONSTITUTION:

It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.

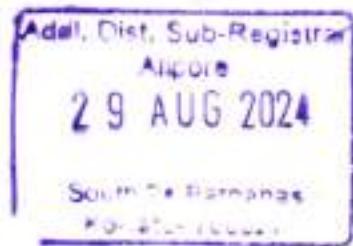
13. NAME:

The Building Complex shall be known by such name as be such as decided by the Developer.

ARTICLE - XIII:- DEFAULTS

a) DEFAULTS OF OWNERS:

In case the Owners fail and/or neglects to make out a marketable title to the Subject Property or any part thereof or in case the Owners fails



and/or neglects to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated thereof, the Developer shall give a notice, in writing, to the Owners giving time of **90 days** to remedy the default or breach and in case the Owners or any of them fail to remedy the same within such **90 days**, the Owners shall be liable to pay interest @ **12%** per annum on all amounts for the time being paid or incurred by the Developer on the Project for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

- 1.1** To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the Time for Construction granted to the Developer hereunder.
- 1.2** To sue the Owners for specific performance of the contract.

b) DEFAULTS OF DEVELOPER :

In case the Developer fails to complete the construction of the proposed Building within stipulated period as mentioned herein above subject to the Force Majeure in that event the Owners shall be entitled to take any one or more of the following resources in any priority or order as the Owners shall deem fit and proper.



- 1.1. The Developer shall be liable to pay a sum of Rs.1,000/- per month to the Owners till the date of delivery of allotted portion of the Owners as mentioned in the SECOND SCHEDULE hereunder written.
- 1.2. In case the Developer fails to obtain the sanction Building plan of the proposed Building from the concern Authority of the Kolkata Municipal Corporation within the stipulated period for beyond its control or on account of Force Majeure in that event the Owners shall be entitled to receive and/or cancel the instant agreement and take appropriate action upon refund of the Security Deposit / Down money paid to the Owners by the Developer.
- 1.3. To sue the Developer for Specific Performance of the Contract.

1.4.

c) **CONSEQUENCES OF CANCELLATION:**

In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

1. Any amount received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.
2. The Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its purchase, planning or development or otherwise together with all interest, compensation and damages payable by the Owners, shall immediately and in any event within **30 days** of being demanded by the Developer, become refundable by the Owners to the Developer.
3. Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.



✓



d) UNILATERAL CANCELLATION:

Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

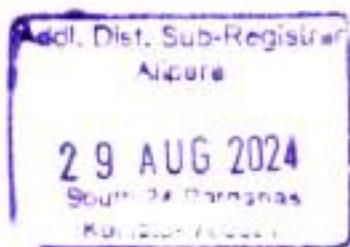
ARTICLE - XIV:- NOTICES

All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

ARTICLE - XV:- FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objectives prevented by the existence of the Force Majeure and shall be suspended from the obligation within the duration of the "Force Majeure".

"Force Majeure" shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, epidemic, strike and/or any other act or commission beyond the control of the Parties hereto.



ARTICLE - XVI:- JURISDICTION

JURISDICTION: The Courts (Civil & Criminal) at the District South 24 Parganas shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE AS ABOVE REFERRED TO

(Description of the entire premises)

ALL THAT piece and parcel of 4 Cottah 4 Chittack Bastu land out of which 2 Cottah 10 Chittack land comprised in R.S. & L.R. Dag No. 1270 under R.S. Khatian No. 276, L.R. Khatian No. 4846 & 4847 and 1 Cottah 10 Chittack land comprised in R.S. & L.R. Dag No. 1273 under R.S. Khatian No. 276, L.R Khatian No. 4846 & 4847 in Mouza - Bansdroni, J.L. No. 045, Touzi No. 63 & 64, Block - Kolkata, Pargana - Magura, District - South 24 Parganas, along with structure measuring about 850 Sq.ft. standing thereon lying and situates at K.M.C. Premises being No. 280, Kalitala Park (having Postal Address 43, Kalitala Park), P.O. Bansdroni, P.S. - Bansdroni (previously Regent Park), Kolkata- 700 070 within the limits of the Kolkata Municipal Corporation under Ward No. 113 having Assessee No.311131202809, District - South-24-Parganas, which is butted and bounded as follows :

ON THE NORTH :- By 8' Wide K.M.C. Road;

ON THE SOUTH :- By House of Sri. Bhabotosh Halder ;

ON THE EAST :- By 20' Wide K.M.C. Road;

ON THE WEST :- By House of Sri. Bimal Saha ;

Bimal Saha



✓



THE SECOND SCHEDULE AS ABOVE REFERRED TO:-**(Owners' Allocation)**

ALL THAT piece and parcel of 50% of total constructed Residential Flat area consisting of five self-contained flats out of which one self-contained Flat on the Ground Floor, one self-contained flat at the front side of 1st Floor, one self-contained flat at the rear portion of the 2nd Floor and two self-contained Flats on the 3rd Floor of the proposed G+III storied Building and 50% of total car parking and shop area (if sanctioned by KMC) on the Ground Floor of the proposed G+III storied Building together with undivided proportionate and imparible share of land underneath the Building along with all easements rights over the common areas and facilities attached to the proposed building to be constructed upon the First Scheduled property as per sanctioned Building Plan and also a sum of Rs. 7,00,000/- (Rupees Seven Lakhs) only shall be paid by the Developer to the Owners as down Money.

THE THIRD SCHEDULE AS ABOVE REFERRED TO :-**(Developer's Allocation)**

ALL THAT piece and parcel of the 50% of total constructed area ie; entire remaining portion of constructed area after allotment of Flats/Units of Owners' Allocation of the proposed G+III storied Building along with undivided proportionate and imparible share in the land underneath the Building together with all easement rights over the common areas and facilities attached to the proposed building to be constructed as per sanctioned building plan by the competent authority of The Kolkata Municipal Corporation.



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THE FOURTH SCHEDULE AS ABOVE REFERRED TO

(Common areas and installations)

1. Entrance and exit gates of the building
2. Boundary walls, Entrance lobby, paths, passages and all mandatory open space throughout the Building as per sanctioned plan.
3. Staircase of the building along with their full and half landings with stair cover on the roof and the ultimate roof and roof parapet.
4. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and separate electric meters and meter room (if any) in the ground floor of the building.
5. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different/flats/units of the Building.
6. Water waste and sewerage evacuation pipes from the units to drains and sewers common to the block and from the block to the Municipal drain.

THE FIFTH SCHEDULE AS ABOVE REFERRED TO

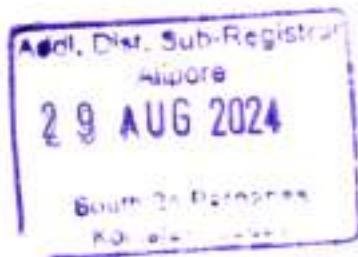
(Common expenses)

On completion and handover of respective share of the building, the Owners, the Developer and their respective nominee/s including the intending Purchaser/s shall regularly and punctually pay proportionate share of the common expenses as fully described herein below:

1. All costs for maintaining, operating, repairing, re-whitewashing, repainting, decorating, rebuilding, reconstructing, lighting the common portions of the said building including the outer and external walls of the said building.



200



2. The salary of all persons employed for the common purposes including security personnel, sweepers etc.
3. All charges and deposits for supplies of common utilities to the co-owners in common.
4. Municipal Tax, water tax and other levies in respect of the said property and the proposed building save those separately assessed on the Purchasers.
5. Costs of formation and operating the Association and Rs. 5,000/- per unit shall be paid by the owner as indicial contribution.
6. Costs of running maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any.
7. The cost of installation of separate meter in respect of specific flat from the main meter. However for the existing meters of the Owners arrangement for disconnection and re-connection be done by the Developer at his cost.
8. Electricity charges for the electricity energy consumed for the operation of common services.
9. All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the Co-Owner in common.

THE SIXTH SCHEDULE AS ABOVE REFERRED TO

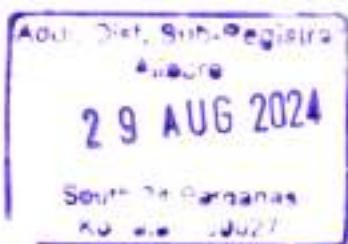
(Specifications)

FOUNDATION: The building will be designed on R.C.C. Fittings and frame as KMC Plan.

WALLS : All external walls shall be 200 mm thick brick with cement plaster.



29 AUG 2024



All internal portion walls will be 75 mm to 125 mm thick with both side cement plaster coated with plaster of paris.

All external walls shall be painted by the weather coat.

DOORS : All Doors Frame shall be made of Hard-Wood and shall be fitted with flush doors. All toilet and kitchen doors will be fitted with P.V.C made doors and frames.

Hardware fittings such as M.S. Hinges shall be provided to all doors.

WINDOWS: All the windows shall be made of Aluminium Sliding with Glass fittings along with grill.

FLOORING : All the flooring shall be fitted with marble/tiles within the price range of Rs.50/Sq. ft.

TOILET: Internal wall shall be finished with tiles up-to the top level of window. One European style Commode along with cistern shall be provided. Bathroom fitting such as one shower and two bib-cocks with the hot & cold water provision shall be provided. And one Hand Basin shall be installed along with fittings

W.C. Internal walls shall be finished with tiles up-to the top level of window. One European style Commode along with cistern shall be provided. Bathroom fitting such as two bib-cocks shall be provided.

KITCHEN :Pantry area shall have wall tiles up to window level from the cooking top. And a cooking platform made of Black Stone along with stainless steel sink shall be provided.



**ALL THE INTERNAL HORIZONTAL SOILS &WATER
&WASTE WATER PIPES:**

All water pipe will be in the size of 12 mm to 19 mm according the plan and will made of pvc/upvc

Rain water will be in the size of 75 mm to 100 mm (made of pvc/upvc) as per the direction of concerned civil engineer.

ELECTRIFICATION : All the internal wiring shall be concealed in polythene conduit pipes. All wires and switches, plugs etc. will be standard branded modular style.

Drawing cum dining space shall be provided with 2 Light Points + 1 Fan Points + 1 Calling Bell Point + 2Plug Point(5 Amp.)+1 T.V. Point.

Balcony shall be provided with 1 Light Point + 1 Washing Machine Point.

Each bedroom shall be provided with 2 Light Points + 1 Fan Point + 1 No. 5 Amp. Plug Point.

Kitchen shall be provided with 1 Light Point + 1 Water Purifier point + 1 Refrigerator Point+ 1 Microwave Oven Point

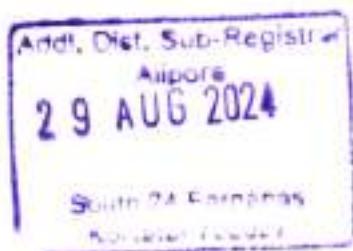
Toilet shall be provided with 2 Light Point + 1 Geyser Point + 1 Exhaust Fan Point

W.C. shall be provided with 1 Light Point + 1 Exhaust Fan Point

EXTRA WORK : Any extra work will be charged as per the market price.



10



IN WITNESS WHEREOF the **PARTIES** hereto set and subscribed their respective hands and seals executed these presents by on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

at **KOLKATA** in presence of :-

WITNESSES :-

1. *Tulika Acharya*
Alipore Police Comt.
Kol- 700027

23/07/2009
Nandita Senyal

Signature of the **OWNERS**

TOLLY CREATIONS PVT. LTD.

Binod Choudhury
Director

2. *Sankha Saha*
9/10 Badalch Saha
S. P. R. Lane. Kol 33

TOLLY CREATIONS PVT. LTD.

Sukanta Saha
Director

Signature of the **DEVELOPER**

Drafted by me &
prepared in my office:

Tahira Khatoon

Advocate.

Regd No. F-2189/1930 of 2002.

Alipore Judges' Court, Kolkata-27



MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 7,00,000/- (Rupees seven lacs) only as payment of total agreed Down Money for the purpose of the development work in respect of First Scheduled property from the within named Developer in the following manner- shall mean and include registration, delivery of peaceful possession and/or by any other means adopted for effecting transfer of Flats/shop(s)/Unit(s) and any other spaces under law.

| Particulars | Amounts |
|--|------------------------------------|
| 1. By Bank Draft dated 14.02.203 | Rs. 1,00,000/- |
| 2. By Cheque being no. 000005 Dated 14.02.2023 drawn on HDFC Bank | Rs. 50,000/- |
| 3. By Cheque being no. 000006 Dated 14.02.2023 drawn on HDFC Bank | Rs. 50,000/- |
| 4. By NEFT from HDFC Bank on 29.11.2023 | Rs. 20,000/- |
| 5. By NEFT from HDFC Bank on 17.03.2024 | Rs. 30,000/- |
| 6. By Cheque being no. 000022 Dated 16.08.2024 drawn on HDFC Bank | Rs. 2,00,000/- |
| 7. By Cheque being no. 000023 Dated 16.08.2024 drawn on HDFC Bank | Rs. 2,50,000/- |
| <hr/> | |
| | TOTAL <u>Rs. 7,00,000/-</u> |

(Rupees Seven Lakhs) only.

WITNESSES:-

1. *Tulika Acharya*

*2023/08/16
Nandita Sanyal*

2. *Nandita Sanyal*

Signature of the Owners



A handwritten signature in black ink, appearing to read 'R.C.' or 'R.C.' followed by a surname.





Thumb 1st finger Middle Finger Ring Finger Small Finger

| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Name SONA SANYAL

Signature 3344113108107



Thumb 1st finger Middle Finger Ring Finger Small Finger

| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Name NANDITA SANYAL

Signature Nandita Sanyal



Thumb 1st finger Middle Finger Ring Finger Small Finger

| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Name BINOD CHOWDHURY

Signature Binod Choudhury



Thumb 1st finger Middle Finger Ring Finger Small Finger

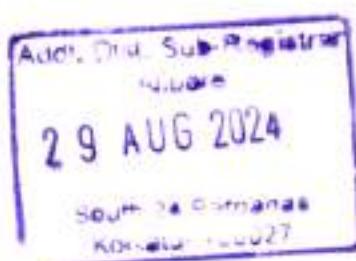
| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Name SUKANTA SAHA

Signature Sukanta Saha



A handwritten signature in blue ink, appearing to read "h.s".





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



192024250182841058

GRN Details

| | | | |
|-------------------------|---------------------|---------------------|--------------------------|
| GRN: | 192024250182841058 | Payment Mode: | SBI Epay |
| GRN Date: | 29/08/2024 10:40:46 | Bank/Gateway: | SBI ePay Payment Gateway |
| BRN : | 9872993784923 | BRN Date: | 29/08/2024 10:41:39 |
| Gateway Ref ID: | 242427911710 | Method: | HDFC Retail Bank NB |
| GRIPS Payment ID: | 290820242018284104 | Payment Init. Date: | 29/08/2024 10:40:46 |
| Payment Status: | Successful | Payment Ref. No: | 2002090050/3/2024 |
| [Query No/*/Query Year] | | | |

Depositor Details

| | |
|---------------------------|---|
| Depositor's Name: | Mr BINOD CHOWDHURY |
| Address: | C/o Tolly Creations Pvt Ltd, 99, Sarat Pally, Kol -70 |
| Mobile: | 6291346673 |
| EMail: | enterprise.hind@gmail.com |
| Period From (dd/mm/yyyy): | 29/08/2024 |
| Period To (dd/mm/yyyy): | 29/08/2024 |
| Payment Ref ID: | 2002090050/3/2024 |
| Dept Ref ID/DRN: | 2002090050/3/2024 |

Payment Details

| SL. No. | Payment Ref No | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|------------|
| 1 | 2002090050/3/2024 | Property Registration- Stamp duty | 0030-02-103-003-02 | 6921 |
| 2 | 2002090050/3/2024 | Property Registration- Registration Fees | 0030-03-104-001-16 | 7021 |
| Total | | | | 13942 |

IN WORDS: THIRTEEN THOUSAND NINE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

| | | | |
|--|--|---|------------|
| Deed No : | I-1605-01473/2024 | Date of Registration | 29/08/2024 |
| Query No / Year | 1605-2002090050/2024 | Office where deed is registered | |
| Query Date | 05/08/2024 2:23:55 PM | A.D.S.R. ALIPORE, District: South 24-Parganas | |
| Applicant Name, Address & Other Details | TAHIRA KHATOON Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9831662371, Status : Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,00,000/-] | | |
| Set Forth value | Market Value | | |
| Rs. 1/- | Rs. 45,05,003/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 7,021/- (Article:48(g)) | Rs. 7,021/- (Article:E, E, B) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area) | | |

Land Details :

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: KALITALA PARK, , Premises No: 280, , Ward No: 113 Pin Code : 700070

| Sch No | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|--------|---------------|----------------|-----------------------|------------------|-------------------------|-----------------------|---------------------------------|
| L1 | (RS :-) | | Bastu | 4 Katha 4 Chatak | 1/- | 42,50,003/- | Width of Approach Road: 20 Ft., |
| | Grand Total : | | | 7.0125Dec | 1/- | 42,50,003/- | |

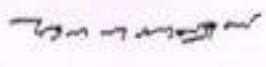
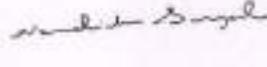
Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|--------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 850 Sq Ft. | 0/- | 2,55,000/- | Structure Type: Structure |

Gr. Floor, Area of floor : 850 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Tiles Shed, Extent of Completion: Complete

| | | | | | |
|--|---------|-----------|-----|------------|--|
| | Total : | 850 sq ft | 0/- | 2,55,000/- | |
|--|---------|-----------|-----|------------|--|

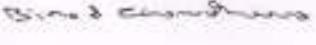
* Land Lord Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|---|---|--|---|--|
| | Name | Photo | Finger Print | Signature |
| 1 | Sona Sanyal Wife of Late Krishna Brata Sanyal Alias Krishnabrata Sanyal Alias Krishna Brata Sanyal Executed by: Self, Date of Execution: 29/08/2024 Admitted by: Self, Date of Admission: 29/08/2024 ,Place : Office |  |  Captured |  |
| 43 , Kalitala Park , City:- , P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.: bgxxxxxxxx9g, Aadhaar No: 29xxxxxxxx1190, Status :Individual, Executed by: Self, Date of Execution: 29/08/2024 , Admitted by: Self, Date of Admission: 29/08/2024 ,Place : Office | | | | |
| 2 | Nandita Sanyal Wife of Kosuhik Chowdhury Executed by: Self, Date of Execution: 29/08/2024 Admitted by: Self, Date of Admission: 29/08/2024 ,Place : Office |  |  Captured |  |
| 43 , Kalitala Park , City:- , P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.: jgxxxxxxxx0k, Aadhaar No: 96xxxxxxxx6131, Status :Individual, Executed by: Self, Date of Execution: 29/08/2024 , Admitted by: Self, Date of Admission: 29/08/2024 ,Place : Office | | | | |

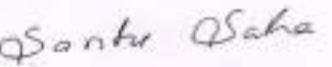
Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | TOLLY CREATIONS PRIVATE LIMITED 99 , SARAT PALLY , City:- , P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Date of Incorporation:XX-XX-2XX2 , PAN No.: AAxxxxxx7P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|--|--|--|--|---|
| | Name | Photo | Finger Print | Signature |
| 1 | BINOD CHOWDHURY Son of Late DASARATH CHOWDHURY Date of Execution - 29/08/2024, Admitted by: Self, Date of Admission: 29/08/2024, Place of Admission of Execution: Office |  |  Captured |  |
| Aug 29 2024 1:17PM LTI 29/08/2024 29/08/2024 | | | | |
| SARAT PALLY, City:-, P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3, PAN No.: ALxxxxxx8D, Aadhaar No: 40xxxxxxxx4100 Status : Representative, Representative of : TOLLY CREATIONS PRIVATE LIMITED (as DIRECTOR) | | | | |
| 2 | SUKANTA SAHA (Presentant) Son of NITAI CHAND SAHA Date of Execution - 29/08/2024, Admitted by: Self, Date of Admission: 29/08/2024, Place of Admission of Execution: Office |  |  Captured |  |
| Aug 29 2024 1:18PM LTI 29/08/2024 29/08/2024 | | | | |
| 88D, N S C BOSE ROAD, City:- Kolkata, P.O:- REGENT PARK, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1, PAN No.: BCxxxxxx7H, Aadhaar No: 85xxxxxxxx9294 Status : Representative, Representative of : TOLLY CREATIONS PRIVATE LIMITED (as DIRECTOR) | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|---|---|--|
| SANTU SAHA Son of BADAL CHANDRA SAHA 5 P R LANE, City:-, P.O:- TOLLYGUNGE, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 |  |  Captured |  |
| 29/08/2024 | 29/08/2024 | 29/08/2024 | 29/08/2024 |

Identifier Of Sona Sanyal, Nandita Sanyal, BINOD CHOWDHURY, SUKANTA SAHA

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|----------------|---|
| 1 | Sona Sanyal | TOLLY CREATIONS PRIVATE LIMITED-3.50625 Dec |
| 2 | Nandita Sanyal | TOLLY CREATIONS PRIVATE LIMITED-3.50625 Dec |

Transfer of property for S1

| Sl.No | From | To. with area (Name-Area) |
|-------|----------------|--|
| 1 | Sona Sanyal | TOLLY CREATIONS PRIVATE LIMITED-425.00000000 Sq Ft |
| 2 | Nandita Sanyal | TOLLY CREATIONS PRIVATE LIMITED-425.00000000 Sq Ft |

Endorsement For Deed Number : I - 160501473 / 2024

On 29-08-2024

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

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

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

Presented for registration at 12:53 hrs on 29-08-2024, at the Office of the A.D.S.R. ALIPORE by SUKANTA SAHA ,

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 45,05,003/-

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

Execution is admitted on 29/08/2024 by 1. Sona Sanyal, Wife of Late Krishna Brata Sanyal Alias Krishnabrata Sanyal Alias Krisna Brata Sanyal, 43 , Kalitala Park , P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife, 2. Nandita Sanyal, Wife of Kosuhik Chowdhury, 43 , Kalitala Park , P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife

Indentified by SANTU SAHA, , Son of BADAL CHANDRA SAHA, 5 P R LANE, P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 29-08-2024 by BINOD CHOWDHURY, DIRECTOR, TOLLY CREATIONS PRIVATE LIMITED (Private Limited Company), 99 , SARAT PALLY , City- , P.O:-BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070

Indentified by SANTU SAHA, , Son of BADAL CHANDRA SAHA, 5 P R LANE, P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Law Clerk

Execution is admitted on 29-08-2024 by SUKANTA SAHA, DIRECTOR, TOLLY CREATIONS PRIVATE LIMITED (Private Limited Company), 99 . SARAT PALLY .. City- , P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070

Indentified by SANTU SAHA, , Son of BADAL CHANDRA SAHA, 5 P R LANE, P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7,021.00/- (B = Rs 7,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 7,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/08/2024 10:41AM with Govt. Ref. No: 192024250182841058 on 29-08-2024, Amount Rs: 7,021/-, Bank: SBI EPay (SBEPay), Ref. No. 9872993784923 on 29-08-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 68, Amount: Rs.100.00/-, Date of Purchase: 01/08/2024, Vendor name: Bidyut Kr Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/08/2024 10:41AM with Govt. Ref. No: 192024250182841058 on 29-08-2024, Amount Rs: 6,921/-, Bank: SBI EPay (SBEPay), Ref. No. 9872993784923 on 29-08-2024, Head of Account 0030-02-103-003-02

MANIMALA CHAKRABORTY
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2024, Page from 64827 to 64867

being No 160501473 for the year 2024.



V.V.B

Digitally signed by MANIMALA CHAKRABORTY
Date: 2024.09.04 12:28:47 +05:30
Reason: Digital Signing of Deed.

(MANIMALA CHAKRABORTY) 04/09/2024

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

West Bengal.