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District Sub-Register-III  
 Alipore, South 24-parganas

24 MAY 2023

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT FOR DEVELOPMENT is made on this the 24<sup>th</sup> day of May , Two Thousand and Twenty Three (2023).

BETWEEN

(1) **MR.AVIJIT ROY, (PAN BIPPR5517P), (AADHAR NO. 619441719931)**, Son of Late Anukul Roy alias Anukul Chandra Roy, by Nationality-Indian, by faith -Hindu, by occupation -Business, residing at 1E,Block East, Baghajatin Station Road, P.O.-Baghajatin, P.S.-Patuli, Kolkata-700086 (2) **MR.BISWAJIT ROY , (PAN CAOPR9968Q), (AADHAR NO. 819065756328)**, Son of Late Anukul Roy alias Anukul Chandra Roy, by Nationality-Indian, by faith -Hindu, by occupation -Service, residing at 1E,Block East, Baghajatin Station Road, P.O.-Baghajatin, P.S.-Patuli, Kolkata-700086, (3) **MRS.ANIMA NANDY, (PAN AHBPR8708G), (AADHAR NO. 311202566116)**, Wife of Mr.Swapan Nandy and Daughter of Late Anukul Roy alias Anukul Chandra Roy, by Nationality-Indian, by faith -Hindu, by occupation -Housewife, residing at 473,G.T.Road,Sreerampore Mahesh,Uttarpara,Hooghly,Pin-712202,(4)**MRS.NILIMA SARKAR, (PAN EHCPS8659J), (AADHAR NO. 423456926296)**, Wife of Late Subhas Ranjan Sarkar and Daughter of Late Anukul Roy alias Anukul Chandra Roy, by Nationality-Indian, by faith -Hindu, by occupation -Housewife, residing at 108,Purba Putiary Payara Bagan, Haridevpur, Kolkata-700093, and (5)**MRS.SUVRA MAJUMDAR, (PAN CVUPM4683A), (AADHAR NO.365820171082)**, Wife of Late Ranjit Majumdar and Daughter of Late Anukul Roy alias Anukul Chandra Roy, by Nationality-Indian, by faith -Hindu, by occupation -Housewife, residing at 1/65,Azadgarh Minapara, Regent Park, P.S.- Regent Park, Kolkata-700040,Dist.-South 24Parganas, hereinafter called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs executors, administrators, legal representatives, and/or assigns) of the **FIRST PART**.

**AND**

**M/S R.M. CONSTRUCTION, (PAN AAMFR0485J)**, a Partnership firm, having its office at 36/3/2.( Premises No.143), Kalikapur Road, P.O. Haltu,

P.S. Garfa, Kolkata - 700078, represented by its Partners (1) **SRI SHANKAR MANDAL, (PAN AVTPM5603R), (AADHAR NO. 900515793854)**, son of Late Sambhunath Mandal, by Nationality -Indian, by faith -Hindu, by occupation-Business, residing at 29A, School Road, P.O.-Santoshpur, P.S. Jadavpur, Kolkata - 700075, , District South 24-Parganas, (2) **SRI ALOKE RAKSHIT, (PAN:BHQPR9544A), (AADHAR NO. 578552483358)**, son of Late Anil Rakshit, by faith- Hindu, by occupation- Business, residing at 5/41-A, Chittaranjan Colony, P.O.-Jadavpur, P.S. Jadavpur, Kolkata - 700032, and (3) **SRI AMLAN DATTA, (PANAGSPD3378C), (AADHAR NO. 762311322168)**, son of Late Atul Krishna Datta, by faith=Hindu, by occupation -Service, residing at 36/3/2 (116), Vivekananda Pally, P.O. Haltu, P.S. Purba Jadavpur, Kolkata - 700078, hereinafter referred to as the **"DEVELOPER"** ( which term or expression shall unless otherwise excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its executors, administrators-in- office, representatives, successors in Office, and/or assigns) of the **SECOND PART.**

**WHEREAS** One Anukul Roy alias Anukul Chandra Roy ,son of late Radha Nath Roy ,by virtue of a registered Bengali Kobala Deed , dated 6th day of August,1956, Purchased of **ALL THAT** piece & parcel of land measuring about 1 Cottah 5 chittacka more or less, lying and situated at Mouza-Rajapur, Touzi No.151& 109, J.L.No.23, comprised in C.S. Dag No.507/848 ,under C.S. Khatian No.371/2, corresponding to R.S. Dag No.564 ,under R.S. Khatian No.375, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101, Sub-Registry office A.D.S.R.,Alipore , in the District of 24-Parganas at present South 24-Parganas, from One Sri Satish Chandra Mondal **son of** Late Chatiram Mondal, and the said Deed was duly registered in the office of the Sub-Registrar, Alipore, 24-Parganas and recorded in Book No. I, Volume No. 92, Pages from 181 to 184, being No. 6067 for the year 1956.

**AND WHEREAS** by virtue of the above mentioned Bengali Kobala Deed dated 6th day of August, 1956, said Anukul Roy alias Anukul Chandra Roy, son of late Radha Nath Roy became the absolute owner of **ALL THAT** piece & parcel of land measuring about 1 Cottah 5 chittacka more or less, lying and situated at Mouza-Rajapur, Touzi No.151& 109, J.L.No.23, comprised in C.S. Dag No.507/848, under C.S. Khatian No.371/2, corresponding to R.S. Dag No.564, under R.S. Khatian No.375, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101, Sub-Registry office A.D.S.R., Alipore, in the District of 24-Parganas at present South 24-Parganas.

**WHEREAS** by virtue of registered Deed of Gift dated 18th day of April, 1990, the Refuge Relief and Rehabilitation Department, Government of West Bengal, gifted, transferred and conveyed of **ALL THAT** piece & parcel of land measuring about 2 Cottahs 1 chittack 23 sq.ft little more or less, lying and situated at Mouza-Bademasur, J.L.No.31, comprised in C.S. Dag No.156(P), under E.P.No.1, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101, Sub-Registry office A.D.S.R., Alipore, in the District of 24-Parganas at present South 24-Parganas, in favour of **SMT. PUSPA RANI ROY alias PUSPA ROY**, Wife of Late Anukul Roy alias Anukul Chandra Roy, and the said Deed of Gift was duly registered in the office of the Additional District Registrar, Alipore, 24-Parganas and recorded in Book No. I, Volume No. IV, Pages from 185 to 188, being No. 422 for the year 1990.

**AND WHEREAS** by virtue of the above mentioned Deed of Gift 18th day of April, 1990, said **SMT. PUSPA RANI ROY alias PUSPA ROY**, Wife of Late Anukul Roy alias Anukul Chandra Roy became the absolute owner of **ALL THAT** piece & parcel of land measuring about 2 Cottahs 1 chittack 23 sq.ft little more or less, lying and situated at Mouza-Bademasur, J.L.No.31,

comprised in C.S. Dag No.156(P) ,under E.P.No.1, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101, Sub-Registry office A.D.S.R.,Alipore , in the District of 24-Parganas at present South 24-Parganas.

**AND WHEREAS** said Anukul Roy alias Anukul Chandra Roy, while in possession and enjoy of **ALL THAT** piece & parcel of land measuring about 1 Cottah 5 chittacka more or less, lying and situated at Mouza-Rajapur, Touzi No.151& 109, J.L.No.23, comprised in C.S. Dag No.507/848 ,under C.S. Khatian No.371/2, corresponding to R.S. Dag No.564 ,under R.S. Khatian No.375, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101, Sub-Registry office A.D.S.R.,Alipore , in the District of 24-Parganas at present South 24-Parganas, he died intestate on 4th December,1979, leaving behind of his wife **SMT. PUSPA RANI ROY alias PUSPA ROY** ,three married daughter namely (1) **MRS.NILIMA SARKAR** , (2) **MRS.ANIMA NANDY** and (5) **MRS. SUVRA MAJUMDAR** and two Sons namely (1) **MR.BISWAJIT ROY** and (2) **MR.AVIJIT ROY** , as his legal heirs and successors of his Property and each of them having undivided 1/6<sup>th</sup> Share in the said Property .

**AND WHEREAS** after demised of Anukul Roy alias Anukul Chandra Roy, said **SMT. PUSPA RANI ROY alias PUSPA ROY ,MRS.NILIMA SARKAR , MRS.ANIMA NANDY , MRS. SUVRA MAJUMDAR, MR.BISWAJIT ROY** and **MR.AVIJIT ROY**, became the absolute Joint owners of **ALL THAT** piece & parcel of land measuring about 1 Khata 5 chittack more or less, lying and situated at Mouza-Rajapur, Touzi No.151& 109, J.L.No.23, comprised in C.S. Dag No.507/848 ,under C.S. Khatian No.371/2, corresponding to R.S. Dag No.564 ,under R.S. Khatian No.375, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101,

Sub-Registry office A.D.S.R., Alipore , in the District of 24-Parganas at present South 24-Parganas.

**AND WHEREAS** said **SMT. PUSPA RANI ROY alias PUSPA ROY ,MRS.NILIMA SARKAR , MRS.ANIMA NANDY , MRS. SUVRA MAJUMDAR, MR.BISWAJIT ROY** and **MR.AVIJIT ROY**, while in possession & enjoyed of **ALL THAT** piece & parcel of land measuring about 1 Khata 5 chittack more or less, lying and situated at Mouza-Rajapur, Touzi No.151& 109, J.L.No.23, comprised in C.S. Dag No.507/848 ,under C.S. Khatian No.371/2, corresponding to R.S. Dag No.564 ,under R.S. Khatian No.375, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101, Sub-Registry office A.D.S.R.,Alipore , in the District of 24-Parganas at present South 24-Parganas, said **MRS.NILIMA SARKAR , MRS.ANIMA NANDY , MRS. SUVRA MAZUMDER, MR.BISWAJIT ROY** and **MR.AVIJIT ROY**, jointly Gifted their undivided 5/6<sup>th</sup> share enjoyed of **ALL THAT** piece & parcel of land measuring about 1 Khata 5 chittack more or less, lying and situated at Mouza-Rajapur, Touzi No.151& 109, J.L.No.23, comprised in C.S. Dag No.507/848 ,under C.S. Khatian No.371/2, corresponding to R.S. Dag No.564 ,under R.S. Khatian No.375, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101, Sub-Registry office A.D.S.R.,Alipore , in the District of 24-Parganas at present South 24-Parganas, in favour of their mother **SMT. PUSPA RANI ROY alias PUSPA ROY**, by virtue of a registered Deed of Gift, dated 5<sup>th</sup> October 2015 , which was registered in the office of the A. D.S.R., Alipore, South 24 Parganas and recorded in Book No.I,Volume No.1605-2015,Pages from 83782 to 83814, being No.160506884 for the year 2015.

**AND WHEREAS** by virtue of the above mentioned Deed of Gift dated 5<sup>th</sup> October 2015,said **SMT. PUSPA RANI ROY alias PUSPA ROY**, became the

absolute owner of **ALL THAT** piece & parcel of land measuring about 1 Cottah 5 chittacka more or less, lying and situated at Mouza-Rajapur, Touzi No.151& 109, J.L.No.23, comprised in C.S. Dag No.507/848 ,under C.S. Khatian No.371/2, corresponding to R.S. Dag No.564 ,under R.S. Khatian No.375, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101, Sub-Registry office A.D.S.R.,Alipore , in the District of 24-Parganas at present South 24-Parganas.

**AND WHEREAS** by virtue of the two Deed of Gift said **SMT. PUSPA RANI ROY alias PUSPA ROY**, became the absolute owner of **ALL THAT** piece & parcel of land measuring about 3 Cottahs 6 Chittacks 23 sq.ft. little more or less, lying and situated at Mouza-Bademasur, J.L.No.31, comprised in C.S. Dag No.156(P) ,under E.P.No.1, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101, Sub-Registry office A.D.S.R.,Alipore , in the District of 24-Parganas at present South 24-Parganas and of **ALL THAT** piece & parcel of land measuring about 1 Cottah 5 chittacka more or less, lying and situated at Mouza-Rajapur, Touzi No.151& 109, J.L.No.23, comprised in C.S. Dag No.507/848 ,under C.S. Khatian No.371/2, corresponding to R.S. Dag No.564 ,under R.S. Khatian No.375, Police Station- Jadavpur now Patuli, within the limits of The Kolkata Municipal Corporation, under Ward No.101, Sub-Registry office A.D.S.R.,Alipore , in the District of 24-Parganas at present South 24-Parganas and both properties are adjacent & enjoy by said **SMT. PUSPA RANI ROY alias PUSPA ROY** .

**AND WHEREAS** said **SMT. PUSPA RANI ROY alias PUSPA ROY**, two properties jointly mutated her name in the records of The Kolkata Municipal Corporation i.e. **ALL THAT** piece & parcel land measuring 3 Cottahs 6 Chittacks 23 sq.ft. little more or less alongwith all easement right, lying &

situated at Mouza – Rajapur , J.L. No.31 , comprised in E.P.No.I, Under C.S.Plot No.156(P) , Touzi No.151,109,246 & 1516-1518, J.L. No. 23, comprised in Dag No. 507/848, under Khatian No.371/2, Parganas-Khaspur, within the limit of The Kolkata Municipal Corporation and got Premises No.269,Baghajatin E Block-East, under Ward No.101 ,being Assessee No.311010504770, Kolkata-700086, Dist. South 24Parganas.

**AND WHEREAS** said **SMT. PUSPA RANI ROY alias PUSPA ROY**, while in enjoyed & possessed of ALL THAT piece & parcel land measuring 3 Kathas 6 Chittacks 23 sq.ft. little more or less alongwith all easement right, lying & situated at Mouza – Rajapur , J.L. No.31 , comprised in E.P.No.I, Under C.S.Plot No.156(P) , Touzi No.151,109,246 & 1516-1518, J.L. No. 23, comprised in Dag No. 507/848, under Khatian No.371/2, Parganas-Khaspur, being Premises No.269,Baghajatin E Block-East, under Ward No.101 ,being Assessee No.311010504770, Kolkata-700086, Dist. South 24Parganas, she died intestate on 20thApril,2020,leaving behind of her three married daughters namely (1) **MRS.NILIMA SARKAR** , (2) **MRS.ANIMA NANDY** & (5) **MRS.SUVRA MAZUMDER** and two Sons namely (1) **MR.BISWAJIT ROY** & (2) **MR.AVIJIT ROY** , as his legal heirs and successors of his Property and each of them having undivided 1/5<sup>th</sup> Share in the said Property.

**AND WHEREAS** after demised of Anukul Roy alias Anukul Chandra Roy & SMT. PUSPA RANI ROY alias PUSPA ROY,said **MR.BISWAJIT ROY** , **MR.AVIJIT ROY** , **MRS.NILIMA SARKAR** , **MRS.ANIMA NANDY** & **MRS.SUVRA MAZUMDER** ,the Owners/First Party herein, became the absolute joint owners of ALL THAT piece & parcel land measuring 3 Cottahs 6 Chittacks 23 sq.ft. little more or less alongwith all easement right, lying & situated at Mouza – Rajapur , J.L. No.31 , comprised in E.P.No.I, Under C.S.Plot No.156(P) , Touzi No.151,109,246 & 1516-1518, J.L. No. 23,

comprised in Dag No. 507/848, under Khatian No.371/2, Parganas-Khaspur, being Premises No.269, Baghajatin E Block-East, under Ward No.101, being Assessee No.311010504770, Kolkata-700086, Dist. South 24 Parganas.

**AND WHEREAS** said **MR.BISWAJIT ROY , MR.AVIJIT ROY , MRS.NILIMA SARKAR , MRS.ANIMA NANDY & MRS.SUVRA MAZUMDER**, the Owners/First Party herein, while enjoyed & possessed the said property they desire to erect New Building upon the same demised land by way of KMC building plan but being unable to implement their said desires due to lack of technical knowledge, decided to develop their property through a Developer.

**AND WHEREAS** the OWNERS in the First Part have agreed to deliver vacant possession of the property hereinafter referred as the Premises which is in their occupation and possession to the **DEVELOPER** for construction of a G + 3 storied building.

**AND WHEREAS** the Developer herein in response to the announcement of seeking help by the the Owners/First Party herein, as aforesaid agreed to cause Development of ALL THAT piece & parcel land measuring 3 Cottahs 6 Chittacks 23 sq.ft. little more or less alongwith all easement right, lying & situated at Mouza – Rajapur , J.L. No.31 , comprised in E.P.No.I, Under C.S.Plot No.156(P) , Touzi No.151,109,246 & 1516-1518, J.L. No. 23, comprised in Dag No. 507/848, under Khatian No.371/2, Parganas-Khaspur, , within the limit of The Kolkata Municipal Corporation , being Premises No.269, Baghajatin E Block-East, under Ward No.101 ,being Assessee No.311010504770, Kolkata-700086, Dist. South 24 Parganas, at its own cost on terms as appearing hereinafter.

**NOW THIS AGREEMENT WITNESSETH** that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the following :-

**OWNERS shall means: MR.BISWAJIT ROY , MR.AVIJIT ROY , MRS.NILIMA SARKAR , MRS.ANIMA NANDY & MRS.SUVRA MAZUMDER** ,the Owners/First Party herein, and including their legal heirs.

**DEVELOPER: M/S R.M. CONSTRUCTION**, a Partnership firm, having its office at 36/3/2.( Premises No.143), Kalikapur Road, P.O. Haltu, P.S. Garfa, Kolkata - 700078, represented by its Partners (1) **SRI SHANKAR MANDAL**, son of Late Sambhunath Mandal, by faith -Hindu, by occupation-Business, residing at 29A, School Road, P.O.-Santoshpur, P.S. Jadavpur, Kolkata - 700075. District South 24-Parganas, (2) **SRI ALOKE RAKSHIT**, son of late Anil Rakshit, by faith- Hindu, by occupation- Business, residing at 5/41-A, Chittaranjan Colony, P.O.-Jadavpur, P.S. Jadavpur, Kolkata - 700032, and (3) **SRI AMLAN DATTA**, son of late Atul Krishna Datta, by faith=Hindu, by occupation -Service, residing at 36/3/2 (116), Vivekananda Pally, P.O. Haltu, P.S. Purba Jadavpur, Kolkata - 700078.

**PROPERTY :** ALL THAT piece & parcel land measuring 3 Cottahs 6 Chittacks 23 sq.ft. little more or less alongwith all easement right, lying & situated at Mouza - Rajapur , J.L. No.31 , comprised in E.P.No.I, Under C.S.Plot No.156(P) , Touzi No.151,109,246 & 1516-1518, J.L. No. 23, comprised in Dag No. 507/848, under Khatian No.371/2, Parganas-Khaspur, , within the limit of The Kolkata Municipal Corporation , being Premises No.269,Baghajatin E Block-East, under Ward No.101 ,being Assessee No.311010504770, Kolkata-700086, Dist. South 24Parganas.

**DEVELOPMENT AGREEMENT :** The instant Agreement made between the Owners and the Developer.

**BUILDING :** G plus Three storied residential building to be constructed by the Developer on the said property as per sanctioned plan duly sanctioned by the municipal authority.

**PLAN :** The building plan to be sanctioned by the Kolkata Municipal Corporation Authority in the name of the owner as per their norms and rules, at the cost of the developer.

**ARCHITECT :** The person and/or firm to be appointed by the developer for supervising the said building during the construction period.

**OWNER'S ALLOCATION : MR.BISWAJIT ROY , MR.AVIJIT ROY , MRS.NILIMA SARKAR , MRS.ANIMA NANDY & MRS.SUVRA MAZUMDER** ,the Owners/First Party herein, shall be entitled 50% of the total constructed are which to be allotted as follows:

- 1) Entire First Floor consisting of Two Nos. 2bhk Flats of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.
- 2) 50% of Third Floor,i.e. One 2 bhk Flat on Third Floor, Back side of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.
- 3) One Flat measuring 300 sq.ft. built up area on Ground Floor, Back side of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building
- 4) One Shop on Ground Floor front side, measuring 100 sq.ft. (10ft.X10ft.) of the said G plus Three storied residential building along with undivided

proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.

5) Developer shall pay forfeited money a sum of Rs.10,00,000/- (Rupees Ten Lakh ) only, out of which Rs.4,50,000/- , (Rupees Four Lakh Fifty Thousand) only shall be paid up to the date of execution of this Agreement , and Balance of Rs.5,50,000/- (Rupees Five Lakh Fifty Thousand) only shall pay by two equal instalment after casting of Second & Third R.C.C.slab casting respectively ,by the Developer.

6) Developer shall pay shifting Charges for two families @ Rs.8000/- per month to each family, from the date of hand over vacant possession of land to untill the hand over the land owner's allocation, which is more fully and particularly described in the second schedule hereunder written.

**DEVELOPER'S ALLOCATION** : shall be entitled 50% of the total constructed are which to be allotted as follows:

1) Entire Second Floor of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.

2) 50% of Third Floor,Front side of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.

3) Rest portion of Ground Floor after providing the owner's allocation including One Shop measuring 50 sq.ft. (10ft.X5ft.),which to be allotted to the eisting Tenant of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common

portion, common facilities & common amenities of the said proposed building, more fully described in the Third schedule hereunder written.

**SALEABLE PORTION :** All the portion in the building save and except Owners' share of allocation pertaining to developer's allocation as described in the Third Schedule.

**COMMON SERVICE AREAS :** All the common service facilities to be enjoyed by both the Owners and the developer of the building (more fully and particularly described in the fourth schedule hereunder written).

**TRANSFERORS :** In context of this agreement the Owners herein in respect of the undivided proportionate share of land pertaining to the developer's allocation after completion of construction of proposed building as per sanctioned plan.

**TRANSFeree :** The Purchaser who will purchase flat/space in the building.

**TRANSFER :** Transfer of proportionate undivided share/interest of land in property by the Owners attributable to the developer's allocation and Owners' allocation against which developer will construct the building where there will be both Owners and developers allocation.

**CONSIDERATION :** Owners' allocation will be constructed at the cost of the developer against which the Owners will transfer the undivided proportionate share of land in the property attributable to the Developer's allocation.

**DELIVERY OF POSSESSION OF LAND :** In the context shall mean, the Owners will hand over to the developer the peaceful well demarcated physical possession of the property with the execution of the agreement.

**TIME :** The developer will complete the building and deliver the peaceful vacant physical possession of the Owners' allocation within 24 (Twenty Four)

months from the date of Sanction of Building. Further six months time may be extended due to unavoidable circumstances arises if any, by mutual consent of the both parties.

**POWER OF ATTORNEY :** The Owners will execute a registered Power of Attorney appointing the developer or their nominee as their lawful constituent attorney to do the acts stipulated hereunder.

**COMMON EXPENSES :** The expenses and cost of maintaining the common parts of the next building which will be borne or paid proportionately by the Owner and the developer and or their respective nominees (more fully and particularly described in the schedule hereunder written).

**UNDIVIDED SHARE OF LAND :** The undivided proportionate share or interest in the land of the property attributable to the flat pertaining to the Developer's allocation and the Owners' allocation.

**MANNER OF WORK AND SPECIFICATIONS :** The materials and accessories which are to be used for construction of the building (more fully and particularly described in the Sixth Schedule hereunder written).

**PROJECT :** The work of development of the said property undertaken by the Developer.

**UNIT :** Any independent flat in the building, which is capable of being exclusively owned, used and/or enjoyed by any unit owner/Owners and which is not the common portion.

**UNIT OWNERS :** Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the Owners and the developer for the units held by them from time to time.

**ARTICLE-II**

OWNERS represent as follows :-

- a) The Owners are the absolute Joint Owners in respect of the property more fully described in the First Schedule hereunder written.
- b) There are no suits, litigations or legal proceedings in respect of the said First Schedule property.
- c) No person other than the Owners have any title of any nature whatsoever in the property or any part thereof.
- d) The right, title and interest of the Owners in the property are free from all encumbrances and the Owners have a marketable title thereto.
- e) The Premises or any part thereof is at present not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or conic to the notice of the Owners.
- f) Neither the property nor any part thereof has been attached and/or is liable to be attached due to Income Tax Revenue or any other public demand.
- g) The Owners have not in any way dealt with the property whereby the right, title and interest of the Owners as to the Ownership, use, development and enjoyment thereof is or may not be affected in any manner whatsoever.

**ARTICLE – III OWNERS' RIGHT**

1. The Owners will get the Owners' allocation described in the second schedule hereunder written without any hindrance from the developer.

2.If Developer failed to handover the owner's allocation within the schedule period, then Developer shall pay Rs.10,000/- per month as compensation charges to the owners for the said delay period.

#### **ARTICLE - IV OWNERS' OBLIGATION**

- a) The Owners shall answer and comply with all requisitions made by the advocate of the developer for establishing the title of the Owner in respect of the property and shall make out a marketable title, if encumbered any manner. The Owners shall remain liable to rectify all defects in the title, if any at their costs & expenses. The Owners will make delivery of peaceful, vacant physical possession of the said property to the developer after sanction of building plan from K.M.C. free from all encumbrances.
- b) The Developer will be authorized to construct and complete the building in accordance with the sanction of the building plan at its own cost and as per specification as mentioned herein without any interference or hindrance from the side of the Owners.
- c) During the continuance of this agreement the Owners will not let out a fresh, grant, lease, mortgage and/or create any charge in respect of the property or any portion thereof without the consent in writing of the developer and the developer for the time being assist the Owners.
- d) If owners fail to hand over vacant physical possession of the said property to the developer after sanction of building plan from K.M.C.,then owners shall pay compensation to the developer @Rs.10,000/- per month for the said delay period.

**ARTICLE V : DEVELOPER'S RIGHT**

- a) The Developer will have the exclusive right to build and complete the building at its own cost within the stipulated time as aforesaid subject to its getting the vacant possession of the entire land in the said Premises part by part with joint effort of the Owners and the Developer.
- b) In the event of any dispute, both the parties will amicably settle the matter.
- c) The Developer will have the exclusive right to commercially exploit the developer's allocation. The developer will have full right and absolute authority to enter into any sale agreement/sale with any intending purchaser/purchasers or transfer the said project to any third party in respect of the said Developer's share of allocation (Save and except Owners' share of allocation) at any price of its discretion and receive advance/ consideration in full thereof.
- d) The Developer will be entitled to occupy and use the property SUBJECT TO the terms of this agreement, for the duration of the project. The Developer will be entitled to use the said premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up sign boards and advertisement in the project and post its watch and ward staffs after getting possession of the said property from the Owner.
- e) Upon being inducted into the premises, the Developer will be at liberty to do all works as be required for the project and to utilize the existing electricity and water, if any, in the property, at its costs and expenses. The Developer will have the right to obtain temporary connection of utilities for the project and the Owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.

- f) The Developer will be entitled to receive, collect and realise all money out of the developer's allocation from the intending purchaser in respect of the units/ spaces/car parking spaces appertaining to the developer's allocation without creating any personal and/or financial liability upon the Owner.
- g) The Developer will be authorized so far as it necessary to apply for and obtain quota of cement, sleek brick and other building materials for construction of the building.
- h) The developer will be entitled to deliver unit pertaining to the developer's allocation to the intending purchaser/ purchasers.
- i) The developer will be entitled to transfer the undivided proportionate share of kind in the premises together with proposed flats attributable to the developer's allocation by virtue of the Power of Attorney to be given by the Owners to the developer or its nominee after getting the sanctioned building plan from the Kolkata Municipal Corporation.
- j) The developer will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the Developer's allocation.
- k) The Owners shall give such co-operation to the developer and sign all papers, confirmation and/or authorities as may be reasonably required by the developer from time to time, for the project, at the cost and expenses of the developer and demolishing materials taken over by the developer.
- l) The Developer shall bear all the taxes and impositions on the property and/or part thereof till the date of delivery of possession of the premises to the developer.

**ARTICLE VI : DEVELOPER'S OBLIGATION**

- a) The developer will deliver the Owners' allocation in complete in all respect including electrical connection, water pump, municipal

water, sewerage, drainage connection, plumbing, sanitary, overhead and under ground water tanks i.e. habitable condition to the Owners within 24 (twenty four) months from the date of Sanction of Building plan from K.M.C.. Notwithstanding the developer will be entitled to extend time for completion the project. In the event of any disputes regarding vacant possession, both the parties will amicably settle the matter according to situation.

- b) All costs, charges, expenses and responsibility for construction of the building and/or the development of the said premises shall be borne and paid by the developer and demolishing materials taken over by the developer. The developer will complete the Owners' allocation with the specification annexed hereto.
- c) The Developer will construct the building with standard materials available in the market.
- d) The Developer will bear all cost arising out of the construction of the building and obtain completion certificate from competent authority after complete of construction of the building at their cost.
- e) The Developer will bear alien abilities and impositions in respect of the premises and/or part thereof from the date of taking possession of the premises till it delivers the Owners' allocation to the Owners. The Developer will meet up the following liability exclusively with the help of the Owners in the following office/offices as follows:
  - a. K.M.D.A.
  - b. KOLKATA MUNICIPAL CORPORATION
  - c. L.A. department.

#### **ARTICLE - VII : INDEMNITY**

- a) The Developer indemnities the Owners against all claims, accidents actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.

- b) The Developer will indemnify and keep the Owners indemnified in respect of all costs, expenses, liabilities, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.
- c) The Developer will keep the Owners saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof.
- d) The Developer indemnifies the Owners against all claims or demand that may be made due to any thing done by the developer during development of the said premises and the construction of the new building including the claim by the adjoining properties for damages their building.
- e) The Developer indemnifies the Owners against all claim and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever including any accident of other loss. The Developer indemnities the Owners against any demand and/or claim made by the unit holder in respect of the developer's allocation.
- f) The Developer indemnifies the Owners against any action taken by the Municipality and/or other authority for any illegal or faulty construction or otherwise of the building.
- g) The Developer hereby agrees with the Owners not to do any act deed or things whereby the Owner will be prevented from enjoying, selling, disposing, assigning of any of Owner's allocation in the property.

#### **ARTICLE VII : COMMON UNDERSTANDINGS**

- a) In case it is required to pay any outstanding dues to the municipality or any other outgoings and liabilities in respect of the premises till the date of hand over the vacant and peaceful possession of the premises to the developer, then the Developer

shall pay such dues and bear the costs & expenses thereof and the Developer will be liable for the subsequent period, if any. In other word, the Developer will pay the municipal rates and taxes and electricity bills as outstanding dues of the said premises till the date of handing over possession of the Owners' allocation to the Owners.

- b) The Owners shall be solely and exclusively entitled to the Owners' allocation and the Developer will be solely and exclusively entitled to the developer's allocation in the newly constructed building along with common service area as per sanctioned plan.
- c) The Owners' allocation shall be formed by the developer for and on behalf of the Owners. The Developer's allocation of the building shall be constructed by the Developer for and on behalf of itself. The Owners and the Developer will be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem, fit and proper **SUBJECT TO HOWEVER** the general restrictions for mutual advantage inherent in the Owners' allocation. They will also be at liberty to enter into agreement for sale of their respective allocation **SAVE THAT** insofar as the same relates to common areas (as described in the fourth schedule hereto) common expenses (as described in the fifth schedule hereto) and other matter of common interest, the Owners and the Developer will adopt the same covenants and restrictions. The form of such agreement to be utilized by the parties shall be such as be drawn by the advocates in consultation with the parties hereto, but the same shall be in accordance with the practices prevailing in respect of Ownership flat buildings in Kolkata.
- d) The Developer will be entitled to all such monies receivable in respect of the developer's allocation **PROVIDED HOWEVER** that the monies payable and/or deposits for common purposes and

common expenses shall be receivable only by the developer from all the units Owners till formation of the society or any Owners' association of the unit Owners.

- e) The Developer will provide electricity connection for the said building including the Owners' allocation and the Owners and/or their nominees shall reimburse for their individual meter as required to obtain electricity from the C.E.S.C to the developer.
- f) Upon completion of the building, all flat Owners shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management of the said building.
- g) If so required by the Developer, the Owners shall join and/or cause such persons as may be necessary to join as a confirming parties in any documents conveyance and/or any other documents of transfer that the Developer may enter into with any person who desire to acquire units comprised in the developer's allocation and similarly, the Developer will join in respect of the Owners' allocation.
- h) That if the developer died during the construction of the building, the legal heirs/assignee/ successor/successors-in-office/legal representatives will be responsible to complete the construction work of the proposed building.

#### **ARTICLE VIII : COMMON RESTRICTIONS**

- a) Neither party shall use or permit to use of their respective allôcation or any portion of the new building for carrying any immoral activities, which disturb the peaceful living of the other occupiers of the building.
- b) Neither party shall demolish or permit to demolish any wall or make any Structural alteration to the building.
- c) Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.

- d) Both parties will jointly form a committee to look after the maintenance of the building. But with the Owners takes possession of the Owners' allocation and the developer sell major parts of its allocation, the developer will have no liability to the said committee and/or any association to be formed.
- e) Neither party shall use or permit to usage of their respective allocation or any portion of the said building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- f) Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.
- g) Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allocation after completion and delivery of possession of the building.

#### **ARTICLE IX : MISCELLANEOUS**

- a) The Owners and the developer have entered into this agreement purely on independent status and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- b) Save and except this agreement no agreement and/or oral representation between the portions hereto exists or will have any validity.

#### **ARTICLE X : FORCE MAJURE**

The developer will complete the Owners' allocation within the stipulated period subject to the circumstances which may not be found beyond control of the Developer.

**ARTICLE XII : JURISDICTION**

The court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this agreement.

**FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE PROPERTY)**

ALL THAT piece & parcel land measuring 3 Cottahs 6 Chittacks 23 sq.ft. little more or less alongwith all easement right, lying & situated at Mouza – Rajapur, J.L. No.31, comprised in E.P.No.I, Under C.S.Plot (No.156(P)), Touzi No.151,109,246 & 1516-1518, J.L. No. 23, comprised in Dag No. 507/848, under Khatian No.371/2, Parganas-Khaspur, , within the limit of The Kolkata Municipal Corporation, being Premises No.269,Baghajatin E Block-East, under Ward No.101, being Assessee No.311010504770, Kolkata-700086, Dist. South 24Parganas.Sub-Registry office A.D.S.R.,Alipore, South 24-Parganas, which is butted and bounded as follows:-

|                     |  |
|---------------------|--|
| <b>ON THE NORTH</b> | <b>: 18FT.Wide Road;</b>                   |
| <b>ON THE SOUTH</b> | <b>: 16E,East Baghajatin;</b>              |
| <b>ON THE EAST</b>  | <b>: Panchabuth Ashram;</b>                |
| <b>ON THE WEST</b>  | <b>: Land of Basudev Paul &amp; others</b> |

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(OWNERS' ALLOCATION)**

The Owners shall be entitled 50% of the total constructed are which to be allotted as follows:

- 1) Entire First Floor consisting of Two Nos. 2bhk Flats of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.
- 2) 50% of Third Floor, i.e. One 2 bhk Flat on Third Floor, Back side of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.
- 3) One Flat measuring 300 sq.ft. built up area on Ground Floor, Back side of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building
- 4) One Shop on Ground Floor front side, measuring 100 sq.ft. (10ft.X10ft.) of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.
- 5) Developer shall pay forfeited money a sum of Rs.10,00,000/- (Rupees Ten Lakh ) only, out of which Rs.4,50,000/- , (Rupees Four Lakh Fifty Thousand) only shall be paid up to the date of execution of this Agreement , and Balance of Rs.5,50,000/- (Rupees Five Lakh Fifty Thousand) only shall pay by two equal instalment after casting of Second & Third R.C.C.slab casting respectively , by the Developer.
- 6) Developer shall pay shifting Charges for two families @ Rs.8000/- per month to each family, from the date of hand over vacant possession of land to untill the hand over the land owner's allocation.

**THIRD SCHEDULE ABOVE REFERRED TO**  
**(DEVELOPER'S ALLOCATION)**

The Developer will be entitled 50% of the total constructed are which to be allotted as follows:

- 1) Entire Second Floor of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.
- 2) 50% of Third Floor, Front side of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.
- 3) Rest portion of Ground Floor after providing the owner's allocation including One Shop measuring 50 sq.ft. (10ft.X5ft.), which to be allotted to the existing Tenant of the said G plus Three storied residential building along with undivided proportionate share of First Schedule land together with common portion, common facilities & common amenities of the said proposed building.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(COMMON AREA AND FACILITIES)**

1. Stair Case and light in the Stair Case.
2. Septic Tank.
3. Boundary Walls.
4. Space between the Boundary Wall, out walls of the G+Three storied building.
5. Underground Water Reservoir.
6. Overhead Water Tank.
7. Motor and Pump for lifting water from the underground reservoir to the overhead tank, water pipe lines, plumbing.
8. All sanitary and sewerage lines and systems.
9. Electric Wirings.
10. Electric Meter Room.
11. Roof of the Building common use.
12. Lift & Lift well.

**FIFTH SCHEDULE ABOVE REFERRED TO****(COMMON EXPENSES)**

- 1) All expenses of maintenance operating replacing white washing, painting, rebuilding, reconstructing decorating redecorating and lighting the common parts, roof and the outer walls of the said building.
- 2) All charges and deposits for supplies of common.
- 3) Municipal taxes and other outgoings save those as are separately assessed on the respective unit.
- 4) Costs and charges of establishment for maintenance of the said building.
- 5) All other expenses and outgoings as are deem by the Owners and the purchaser to be necessary or incidental for and regulating, interest, the right of the Purchaser.
- 6) Salary of the sweeper & Lift man and/or others persons for common services.
- 7) All expenses referred above shall be borne and paid proportionately by the Owners and Developer and/or their respective nominees on and from the date of making over possession of their respective portion.

**SIXTH SCHEDULE ABOVE REFERRED TO**

[PARTICULARS OF CONSTRUCTION AND FITTING  
AND FIXTURES TO BE PROVIDED 1<sup>ST</sup> CLASS MATERIALS]

- |                |   |  |
|----------------|---|--|
| 1) Cement      | : | Ambuja/ Ultratec/L&T, O.P.C./ Slag Cement. |
| 2) Sand        | : | Medium Coarse/Full Coarse.                 |
| 3) Stone chips | : | 3/4 Pure / 5/8 Pure                        |
| 4) Steel       | : | TMT Bars Durgapur (ISO)/ Captain .         |
| 5) Plumbing    | : | Pipe – G.I. Supreme/PVC Oriplast           |

- 6) Fittings : Tap, Showers, standard brands(ESSCO).
- 7) Steel Grills : Steel 19mm x 5.5mm
- 8) Main Door : ISO Branded waterproof & termite proof Flush Door.
- 9) Other Door : ISO branded waterproof & termite proof Flush Door & ISO PVC Door in the Toilet.
- 10) Stair : Marble finish
- 11) Electrical Wires & Cable : Finolex Copper wire
- 12) Switch & Plug Points : Anchor or similar brands modular type.
- 13) Window : Colour Anodised Aluminum with Glass fittings Sliding.
- 14) Flooring : All Floors (Bed Room/ Verandah/Kitchen/Bathroom) Marble with skirting and Bathroom wall tiles upto 6ft.height , 3 ft.height wall tiles above the kitchen counter.
- 15) Plastering : Inside and outside with cement mortar in (6:1).
- 16) Brick Works : 8", 5" and 3" thick brick works will be done on outside and inside walls with 1<sup>st</sup> Class bricks in Cement Mortar in (5:1).
- 17) Internal Door : All door frames(4"X2.5") will be Sal wood and commercial solid flush doors.
- 18) Extra Work : Any extra work other than out of this specification shall be extra

charged as decided by our Engineer and such amount shall be deposited before the execution of such work.

### **Electrical specifications**

**Bed Rooms :** 3 Light Points and 1 Ceiling Fan Point, One A.C.Point & Plug Point.

**Drawing-cum-Dining Room :** 2 Light Points and 2 Ceiling Fan Points, 1 Plug Point (3 and 5 Amp. Common), 1 Plug point for T.V., 1 Plug Point for Refrigerator, 1 Plug Point for Washing Machine, 1 Point for Calling Bail.

**Kitchen :** 2 Light Points, 1 Plug Point for water Ionization (such as Aquaguard), 2 Plug Point for other Electronic Gazette (such as Microwave, Mixers etc.), 1 Exhaust Fan point.

**Bathroom :** 1 Light Point, 1 Gizer Point and 1 exhaust Fan Point.

**Verandah :** 1 Light Point, 1 Plug Point.

**Staircase :** 2 way switch with 1 Light Point and switch in every landing.

### **Sanitary and Plumbing**

**Bathroom :** 1 white commode (Parryware/Hindware) with cistern and cover as required along with a commode shower; 1 tap beside commode; 1 CP shower with walve and 1 hand shower; 1 tap for basin 1 white basin.

**W.C. :** 1 white commode/pan(Parryware/Hindware) with cistern and cover as required along with a commode shower; 1 tap beside commode/ pan/angle.

**Kitchen :** Granite stone cooking platform; 1 Steel sink, 1 long neck tap over sink; 1 tap under sink for dish washing.

**Wall Putty :** All walls & ceiling Bed/Kit. Bathroom/Verandah.

**Flooring :** For all residential floors is to be Marble with skirting.

**Verandah :** brick work with tiles topping.

**Painting :** Outside of the building to be finished by Weather Coat paint.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

by the Parties in the presence of :

**WITNESSES :-**

1. Netaji Ch. Mondal  
18C Habib Bukanda Road  
KOL - 75

2. Surendra Nath Mondal  
18C/7, K. S. Road.  
KOL - 75

1. Arjit Ray  
2. Biswajit Ray  
3. Anirudh Mondal  
4. Nilima Sarkar

Suvra Mazumder

**Signature of the Owners**

R. M. Construction

Shanker Mondal

R. M. Construction

Partner

Arun Kumar

Partner

Amlan Datta

**Signature of the Developer**

Drafted by me as per information  
Provided by the Parties :



(SURENDRA NATH MONDAL)

Advocate

High Court Calcutta

Enroll No. WB/1094/2004

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Developer the within mentioned a sum of Rs.4,50,000/- (Rupees Four Lakh Fifty Thousand) only as per memo below.

| Date       | Bank & Branch        | Cash/Cheque No. | Amount<br>Rs. P.   |
|------------|----------------------|-----------------|--------------------|
| 24-05-2023 | —                    | Cash.           | 50,000.00          |
| 24.05.2023 | United Bank of India | 278864          | 4,00,000.00        |
|            |                      |                 |                    |
|            |                      | <b>Total :</b>  | <b>4,50,000.00</b> |

(Rupees Four Lakh Fifty Thousand ) only

**WITNESSES:**

1. Netaji Subhas  
18th Kabi Sukanta Road  
col-75

2. *Subrata Mukherjee*

*Arijit Ray*  
*Biswajit Ray*  
*Prima Nandy*  
*Nilima Sarkar*  
*Suvramazumder*

[Signature of the Owners)



# SPECIMEN FORM FOR TEN FINGERPRINTS



*Avijit Roy*

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |



*Paiswajit Roy*

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |



*Anirban Nandy*

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |



*Nilima Sarkar*

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |

# SPECIMEN FORM FOR TEN FINGERPRINTS



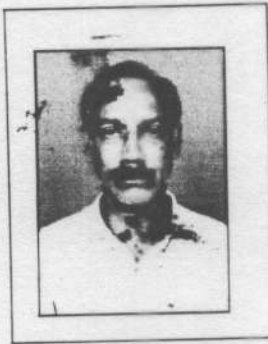
Suvra Mazumder

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |



Shankar Mandal

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |



Arun Bosechit

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |



Anjan Datta

|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |

## Major Information of the Deed










|  |   |  |            |
|--|---|--|------------|
| Deed No :  | I-1603-07229/2023   | Date of Registration   | 24/05/2023 |
| Query No / Year  | 1603-2001195434/2023  | Office where deed is registered                                |            |
| Query Date   | 11/05/2023 4:04:09 PM   | D.S.R. - III SOUTH 24-PARGANAS, District:<br>South 24-Parganas |            |
| Applicant Name, Address & Other Details                      | SURENDRA NATH MONDAL<br>HIGH COURT CALCUTTA, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8584056827, 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 : 4,50,000/-]                  |  |            |
| Set Forth value  | Market Value  |  |            |
| Rs. 1/-  | Rs. 42,92,751/-   |  |            |
| Stampduty Paid(SD)   | Registration Fee Paid   |  |            |
| Rs. 7,121/- (Article:48(g))                                  | Rs. 4,553/- (Article:E, E, B)   |  |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)  |  |            |







### Land Details :

District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Baghajatin G&E Block, , Premises No: 269, , Ward No: 101 Pin Code : 700086

| 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                 | 3 Katha 6 Chatak 23 Sq Ft | 1/-                     | 42,92,751/-           | Width of Approach Road: 18 Ft., |
| <b>Grand Total :</b> |             |                |                       | <b>5.6215Dec</b>          | <b>1 /-</b>             | <b>42,92,751 /-</b>   |                                 |

**Land Lord Details :**










| SI No  | Name,Address,Photo,Finger print and Signature  |   |  |   |
|--|--|---|--|---|
|  | Name   | Photo   | Finger Print   | Signature   |
| 1  | <b>Mr AVIJIT ROY</b><br>Son of Late ANUKUL ROY<br>ALIAS ANUKUL CHANDRA ROY<br>Executed by: Self, Date of Execution: 24/05/2023<br>, Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office   | <br>24/05/2023   | <br>LTI<br>24/05/2023   | <br>24/05/2023   |
| 1E,BLOCK EAST,BAGHAJATIN STATION ROAD, City:- Not Specified, P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: B1xxxxxx7P, Aadhaar No: 61xxxxxxxx9931, Status :Individual, Executed by: Self, Date of Execution: 24/05/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office |  |   |  |   |
| 2  | <b>Mr BISWAJIT ROY</b><br>Son of Late ANUKUL ROY<br>ALIAS ANUKUL CHANDRA ROY<br>Executed by: Self, Date of Execution: 24/05/2023<br>, Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office | <br>24/05/2023  | <br>LTI<br>24/05/2023  | <br>24/05/2023   |
| 1E,BLOCK EAST,BAGHAJATIN STATION ROAD, City:- Not Specified, P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CAxxxxxx8Q, Aadhaar No: 81xxxxxxxx6328, Status :Individual, Executed by: Self, Date of Execution: 24/05/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office |  |   |  |   |
| 3  | <b>Mrs ANIMA NANDY</b><br>Wife of Mr SWAPAN NANDY<br>Executed by: Self, Date of Execution: 24/05/2023<br>, Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office                            | <br>24/05/2023 | <br>LTI<br>24/05/2023 | <br>24/05/2023 |
| 473G,G.T.ROAD,SREERAMPURE MAHESH,, City:- Not Specified, P.O:- SREERAMPURE, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712202 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AHxxxxxx8G, Aadhaar No: 31xxxxxxxx6116, Status :Individual, Executed by: Self, Date of Execution: 24/05/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office      |  |   |  |   |

| 4   | Name   | Photo   | Finger Print   | Signature   |
|---|--|---|--|---|
|   | <b>Mrs NILIMA SARKAR</b><br>Wife of Late SUBHAS RANJAN SARKAR<br>Executed by: Self, Date of Execution: 24/05/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office | <br>24/05/2023 | <br>LTI<br>24/05/2023 | <br>24/05/2023 |
| 108,PURBA PUTIARY PAYARA BAGAN,HARIDEVPUR,, City:- Not Specified, P.O:- HARIDEVPUR, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700093 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: EHxxxxxx9J, Aadhaar No: 42xxxxxxxx6296, Status :Individual, Executed by: Self, Date of Execution: 24/05/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office |  |   |  |   |
| 5   | Name   | Photo   | Finger Print   | Signature   |
|   | <b>Mrs SUVRA MAJUMDAR</b><br>Wife of Late RANJIT MAJUMDAR<br>Executed by: Self, Date of Execution: 24/05/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office     | <br>24/05/2023 | <br>LTI<br>24/05/2023 | <br>24/05/2023 |
| 1/65,AZADGARH,MINAPARA, City:- Not Specified, P.O:- HARIDEVPUR, P.S:-Regent Park, District:- South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CVxxxxxx3A, Aadhaar No: 36xxxxxxxx1082, Status :Individual, Executed by: Self, Date of Execution: 24/05/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office                     |  |   |  |   |




**Developer Details :**

| SI No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>R.M.CONSTRUCTION</b><br>36/3/2(PRE.NO.143),KALIKAPORE ROAD, City:- Not Specified, P.O:- HALTU, P.S:-Purba Jadabpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700078 , PAN No.:: AAxxxxxx5J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |




**Representative Details :**

| SI No  | Name,Address,Photo,Finger print and Signature   |  |   |              |           |  |   |  |   |
|--|---|--|---|--------------|-----------|--|---|--|---|
| 1  | <table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr SHANKAR MANDAL</b><br/>           Son of Late SAMBHUNATH MANDAL<br/>           Date of Execution - 24/05/2023, , Admitted by: Self, Date of Admission: 24/05/2023, Place of Admission of Execution: Office         </td> <td> <br/>           May 24 2023 1:42PM         </td> <td> <br/>           LTI<br/>           24/05/2023         </td> <td> <br/>           24/05/2023         </td> </tr> </tbody> </table> | Name   | Photo   | Finger Print | Signature | <b>Mr SHANKAR MANDAL</b><br>Son of Late SAMBHUNATH MANDAL<br>Date of Execution - 24/05/2023, , Admitted by: Self, Date of Admission: 24/05/2023, Place of Admission of Execution: Office | <br>May 24 2023 1:42PM | <br>LTI<br>24/05/2023 | <br>24/05/2023 |
| Name   | Photo   | Finger Print   | Signature   |              |           |  |   |  |   |
| <b>Mr SHANKAR MANDAL</b><br>Son of Late SAMBHUNATH MANDAL<br>Date of Execution - 24/05/2023, , Admitted by: Self, Date of Admission: 24/05/2023, Place of Admission of Execution: Office | <br>May 24 2023 1:42PM   | <br>LTI<br>24/05/2023 | <br>24/05/2023 |              |           |  |   |  |   |

29A, SCHOOL ROAD, City:- Not Specified, P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVxxxxxx3R, Aadhaar No: 90xxxxxxxx3854 Status : Representative, Representative of : R.M.CONSTRUCTION (as PARTNER)

| 2 | Name  | Photo   | Finger Print   | Signature   |
|---|---|---|--|---|
|   | <b>Mr ALOKE RAKSHIT (Presentant)</b><br>Son of Late ANIL RAKSHIT<br>Date of Execution - 24/05/2023, , Admitted by: Self, Date of Admission: 24/05/2023, Place of Admission of Execution: Office | <br>May 24 2023 1:43PM | <br>LTI<br>24/05/2023 | <br>24/05/2023 |

5/41A, CHITTARANJAN COLONY, City:- Not Specified, P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BHxxxxxx4A, Aadhaar No: 57xxxxxxxx3358 Status : Representative, Representative of : R.M.CONSTRUCTION (as PARTNER)

| 3 | Name   | Photo  | Finger Print  | Signature   |
|---|--|--|---|---|
|   | <b>Mr AMLAN DATTA</b><br>Son of Late ATUL KRISHNA DATTA<br>Date of Execution - 24/05/2023, , Admitted by: Self, Date of Admission: 24/05/2023, Place of Admission of Execution: Office | <br>May 24 2023 1:43PM | <br>LTI<br>24/05/2023 | <br>24/05/2023 |

36/3/2(116), VIVEKANANDA PALLY, City:- Not Specified, P.O:- HALTU, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AGxxxxxx8C, Aadhaar No: 76xxxxxxxx2168 Status : Representative, Representative of : R.M.CONSTRUCTION (as PARTNER)

**Identifier Details :**

| Name  | Photo   | Finger Print  | Signature   |
|---|---|---|---|
| <b>Mr SURENDRA NATH MONDAL</b><br>Son of Late SARAT KUMAR MONDAL<br>HIGH COURT CALCUTTA, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 | <br>24/05/2023 | <br>24/05/2023 | <br>24/05/2023 |

Identifier Of Mr AVIJIT ROY, Mr BISWAJIT ROY, Mrs ANIMA NANDY, Mrs NILIMA SARKAR, Mrs SUVRA MAJUMDAR, Mr SHANKAR MANDAL, Mr ALOKE RAKSHIT, Mr AMLAN DATTA

**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 7,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 32321, Amount: Rs.100.00/-, Date of Purchase: 24/01/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/05/2023 5:47PM with Govt. Ref. No: 192023240066501041 on 23-05-2023, Amount Rs: 7,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 17369155 on 23-05-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 204054 to 204095

being No 160307229 for the year 2023.



Digitally signed by Debasish Dhar  
Date: 2023.05.24 14:02:30 +05:30  
Reason: Digital Signing of Deed.

*Dhar*

(Debasish Dhar) 2023/05/24 02:02:30 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)