

534/2020

J-503/2020



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 777853

4
20/2/2020

01307871/2020

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

[Handwritten Signature]



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

20 FEB 2020

DEVELOPMENT AGREEMENT

1. Date : 20th day of ~~November~~ February, 2020
2. Place : Kolkata

[Handwritten notes in Japanese/English]
 Japan (by)
 2020 (1)
 signature on under February
 Same Chikashiro
 make off 2020

7605

12 FEB 2020

No. _____
 Customer _____
 Vill _____
 P.S. _____
 Voucher _____
 Place- Ghateswar A. S. R. Office
 Dist. - South 24 Parganas
 Mahabub Hasan Path

(Signature)

ADITI CHATTERJEE
 Advocate
 High Court, Calcutta



Bhaborash Karmakar
 S/o Late Jadukul Karmakar
 3, Nilmoni Mitra Street,
 Kalketa - 700006
 P.S - Bhutele
 P.O - Beadon St

Add. District Sub-Registrar
 Bidhansagar, (Salt Lake City)

20 FEB 2020


3. PARTIES:

3.1. 1) **MR. TAPAN DEY** (PAN No. AGRPD4458J)(AADHAR No.458100879905) (MOBILE No. 9231345535) son of Late Khagendra Nath Dey, by faith Hindu, by occupation business, residing at 282, S.K. Deb Road, P.S. - Lake Town, Kolkata - 700048 2) **MRS. MOLI DEY SARKAR** alias **KAMALA DEY SARKAR** (PAN No. EYKPS3603H)(AADHAR No.786787715943) (MOBILE No. 9231345535) wife of Late Sasanka Dey Sarkar and daughter of Late Khagendra Nath Dey, by faith Hindu, by occupation home - maker, residing at 46/1, Durga Charan Mitra Street, P.S. Bortalla, Kolkata - 700006 and 3) **MRS. USHA DEY** (PAN No. AORPDS613H) (AADHAR No.913167853014)(MOBILENo.9748463709) wife of Late Suresh Chandra Dey and daughter of Late Khagendra Nath Dey, by faith Hindu, by occupation home - maker, residing at 95/2/1, Dakshindari Road, P.S. - Lake Town, Kolkata - 700048 4) **MR. SWAPAN KUMAR GUHA THAKURATA**(PAN No. ADYPG2058B) (AADHAR No.788623564914)(MOBILE No. 8981080191) son of Late Gopal Chandra Guha Thakurata, by faith Hindu, by occupation retired, residing at FR - 5/2 Jyangra Dakshin Math Rajarhat Gopalpur P.S. - Baguiati, Kolkata - 700059 and 5) **MR. SUSOVAN GUHA THAKURATA** (PAN No. ARJPG7247F)(AADHAR No.880730074207) (MOBILE No.9748463709) son of Mr. Swapan Kumar Guha Thakurata, by faith Hindu, by occupation business, residing at FR - 5/2 Jyangra Dakshin Math Rajarhat Gopalpur P.S. - Baguiati, Kolkata - 700059, jointly hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **ONE PART**

AND

3.2. **M/S NIRMALA DEVELOPERS** (PAN NO. AARFN0495R) a Partnership firm having its principal place of business at 312 Lake Town 'Block - A', Ground floor, P.S. Lake Town, Kolkata - 700089 having its partners, (1) **MR. AAYUSH TEKRIWAL**(PAN No. ABXPT9559K) (AADHARNo.532158995808) (MOBILE No.9830137531) son of Sri Dwarka Prasad Tekriwal, by faith - Hindu, by occupation - Business, residing at 227 Lake Town Block - 'B' P.S. - Lake Town, Kolkata - 700089, and (2) **MRS. MAYUKA AGARWAL**(PAN - AMUPA8419P), (AADHAR No. 297721256687) (MOBILE No. 7595927970) wife of Mr. Aayush Tekriwal, by faith - Hindu, by occupation - Business, residing at BE - 78, Salt Lake, P.O. & P.S. - Salt Lake, Kolkata - 700064, jointly hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.




Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

20 FEB 2020

The Owner and the Developer collectively **Parties** and severally **Party**.

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS:-

4. Subject Matter of Agreement;

4.1. Development;

Development and commercial exploitation of **ALL THAT** piece or parcel of undivided proportionate plot of Danga land hereditaments and premises containing by estimation an area of **09 (nine) Cottahs 00 (fourteen) Chittacks 00 (zero) Sq.ft.** be the same a little more or less together an old dilapidated **50 years old cemented flooring R.T shed structure of 900 sq. ft.** more or less alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying situate at and being Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road in Mouza - Kankuri, Dihi - Panchannagarm, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396, 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. - Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata - 700048, Additional District Sub - Registrar, Bidhannagar, Salt Lake City, District - 24 Parganas (North) morefully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the "**SAID PROPERTY**".

5. Backgrounds, Representations and Warranties;

5.1. **Owner's Representations;** The Owner has represented and warranted to the Developer as follows:

5.1.1. Ownership ;

(a) **WHEREAS** by virtue of a registered Deed of Conveyance one Smt. Binoda Sundori Dey wife of Late Binod Behari Dey of Dakshindari P.S. Dum Dum, North 24 Parganas purchased ALL THAT piece and parcel of Danga land admeasuring 0.15 decimal or 09 Cottah, 00 Chittack and 00 sq. ft. lying and situate at Mouza - Kankuri, Dihi - Panchannagarm, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 P.S. -Dum Dum, District - 24 Parganas (North) morefully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the "**SAID PROPERTY**", from Smt. Bharati Dey wife of Ram Ranjan Dey the then Purchaser and the same was registered in Book No.- I, Being No. 1889 for the year 1956 in the office of Sub - registrar Cossipore, Dum Dum.

(b) The said Smt. Binoda Sundori Dey while seized and possessed of or otherwise well and sufficiently entitled to the **"SAID PROPERTY"** and hereditaments died intestate leaving behind her surviving legal heir being the only son namely Sri Khagendra Nath Dey.

(c) **AND WHEREAS** said Sri Khagendra Nath Dey while being the full and absolute owner of the **"SAID PROPERTY"** by virtue of succession and inheritance of the then prevailing laws, died intestate on 12/04/1998 and his wife namely Noni Prova Dey left for heavenly abode on 25/03/2012, leaving behind their surviving legal heirs namely their son Sri Tapan Dey and three daughters namely Smt. Bimala Guha Thakurata, Smt. Moli Dey Sarkar alias Kamala Dey Sarkar and Smt. Usha Dey.

(d) **AND WHEREAS** said Sri Tapan Dey, Smt. Bimala Guha Thakurata, Smt. Moli Dey Sarkar alias Kamala Dey Sarkar and Smt. Usha Dey by virtue of inheritance and succession as per the prevailing laws jointly seized and possessed being the full and absolute owners of undivided proportionate share of the **"SAID PROPERTY"** i.e. **ALL THAT** piece or parcel of undivided proportionate Danga land hereditaments and premises containing by estimation an area of **09 (nine) Cottahs 00 (fourteen) Chittacks 00 (zero) Sq.ft.** be the same a little more or less together with an old dilapidated **50 years old cemented flooring** R.T shed of 900 sq. ft. more or less alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying situate at and being Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road in Mouza - Kankuri, Dihi - Panchannagarm, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396, 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. - Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata - 700048, Additional District Sub - Registrar, Bidhannagar, Salt Lake City, District - 24 Parganas (North).

(d) **AND WHEREAS** said Smt. Bimala Guha Thakurata being well seized and possessed of the undivided proportionate **"SAID PROPERTY"** by virtue of inheritance and succession as per the prevailing laws together with other legal heirs of Sri Khagendra Nath Dey, since deceased, died intestate on 07/11/2019, thereby leaving behind her, her surviving husband Sri Swapan Kumar Guha Thakurata and son Sri Susovan Guha Thakurata who by virtue of inheritance and succession jointly acquired the proportionately undivided **"SAID PROPERTY"** as per the prevailing laws of Smt. Bimala Guha Thakurata, since deceased.

(e) **AND WHEREAS** by virtue of inheritance and succession as per the prevailing laws, Sri Tapan Dey, Smt. Moli Dey Sarkar alias Kamala

Dey Sarkar and Smt. Usha Dey being the legal heirs of Sri Khagendra Nath Dey since deceased and Sri Swapan Kumar Guha Thakurata and Sri Susovan Guha Thakurata being the legal heirs of Smt. Bimala Guha Thakurata, since deceased, as husband and son respectively and son - in - law and paternal grandson respectively of Late Khagendra Nath Dey became the full and absolute owners thereby enjoying the peaceful possession of the scheduled subject property morefully and particularly described in the **"SAID PROPERTY"** hereunder below together with all easement rights free from all encumbrances, liens, lispendens, attachments, claims and demands in any manner whatsoever, but subject to the Tenants therein.

- 5.1.2. **Absolute Entitlement:** In the manner stated above, the Owner herein became the full and absolute Owner of the said Property. No person or persons other than the Owner herein have any right, title and/or interest of any nature whatsoever in the said Property or any part thereof subject to the Tenants therein.
- 5.1.3. **Non Encumbrances:** The right, title and interest of the Owner in the said Property is free from all encumbrances whatsoever and **has** a good and marketable title thereto.
- 5.1.4. **No Requisition, Acquisition and Attachment:** The Owner confirms that the said Property or any part thereof is at present not affected by any requisition or acquisition or alignment of any authority or authorities under any law and no notice or intimation about any such proceedings has been received or come to the notice of the Owner and neither the said Property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.
- 5.1.5. **No Litigation:** The Owner confirms that there are no suits and/or proceedings and/or litigations pending in respect of the said Property or any part thereof.
- 5.1.6. **Absolute Possession:** The said entire Property is not in khas, vacant, peaceful and absolute possession of the Owner herein subject to the Tenants therein.
- 5.2. **Decision to Develop :** The Owner herein has decided to develop the said Property and construction of a multi storied ownership building thereon together with various common service areas, amenities and facilities to be appended thereto the said Building through the Developer herein.
- 5.3. **Background of the Developer :** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

- 5.4. **Offer of Development** : The Owner herein approached the Developer and made the above representations and requested the Developer to take up the development of the said Property. •
- 5.5. **Reliance on Representations**: Relying on the representations of the Owner, the Developer herein **has** agreed to develop and commercially exploit the said Property by constructing the said Building comprising of Flats/Units/Car Parking Spaces and/or other areas or spaces thereon together with various common service areas, amenities and facilities to be appended thereto the said Building in accordance with the Plan to be sanctioned from the **South Dum Dum Municipality** and/or any other concerned authority / Municipality or authorities / Municipalities.
- 5.6. **Negotiations**: Discussions and negotiations have taken place between the Parties and the terms and conditions have been agreed upon, which the Parties are desirous of recording hereunder.

6. Appointment and Commencement;

- 6.1. **Appointment and Acceptance**: The Owner doth hereby appoint the Developer as the exclusive Developer of the said Property and the Developer doth hereby accept such appointment. By virtue of such appointment, the Owner doth hereby grant and assign, subject to what have been hereunder provided, exclusive right to the Developer to build upon and exploit commercially of the Developer's portion only the said Property by constructing the said Building and dealing with the same after setting aside the **Owner's Allocation (defined below)**.
- 6.2. **Commencement and Tenure**: Consequent to such appointment and acceptance of appointment, this Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till the development is completed in all respects and all obligations of the Parties towards each other stands fulfilled and performed.

7. Owner's Consideration;

- 7.1. **Owner's Allocation**; shall generally mean and include and entitled to 50% of the total sanctioned area in the proposed G + 4 storied building at the subject premises, to be allotted to the Owner. The Developer shall, at its own costs and expenses, construct, finish, complete according to the sanctioned building Plan from the concerned authority / Municipality and deliver to the Owner, undisputed possession of the **entire first and second floor** and 50% of the ground floor (as per sanctioned area) of the said proposed multi

7

stori ed building in the subject property to be constricted on and upon the land of the Owner herein. It is clarified that the Owner's Allocation shall include proportionate undivided, impartible and indivisible share in (1) the common areas, amenities and facilities made available in the said Building such as paths, passages, stairway, lift, electric meter room, pump room, over head water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said Building and (2) the land contained in the said Property. Further on addition of any number of extra floor with respect to the subject property in favour of the Developer the Owner No. 2 to 5 herein shall not be entitled to any allocation at all to the same. However it is pertinent to mention here that the Owner No. 1 herein shall solely be entitled to an aggregate allocation of 1000 sq. ft. saleable area only with respect to the addition of extra two floor i.e. entire 5th and 6th floor (G + 5 and G +6) And also the areas if any to be given to the existing Tenants shall be allocated from the Owner's allocation upto 1100 sq. ft. saleable area and in case allocation of excess to 1100 sq. ft. saleable area to be made to the tenants the same shall be borne by the Developer from the Developer's allocation The Developer has paid a sum of **Rs.4,00,000/- (Rupees Four Lacs)** only to the Owner herein on the date of signing the Memorandum of Understanding and will be liable to pay a sum of **Rs.4,00,000/- (Rupees Four Lacs)** only to the Owner herein on the date of execution of this Development Agreement particularly mentioned and described in the **Second Schedule** hereunder written.

It is particularly mentioned herewith that the Developer shall pay the Owner **Rs. 20,00,000/- (Rupees Twenty Lacs)** only as full and final forfeiture amount out of which Rs. 4,00,000/- has already been paid at the time of signing the MOU and Rs. 4,00,000/- to be paid at the time of execution of the present and balance Rs. 12,00,000/- after the foundation of the said proposed multi - storied building. (Be it mentioned that the Owner No. 4 and 5 herein shall be considered as one individual and all consideration amount/ transaction was / is / will be made to them jointly)

- 7.2 **Original Documents:** The certified copy of all original Documents in respect of the said Property shall be handed over by the Owner to the custody of the Developer at the time of execution of this Development Agreement under proper receipt/acknowledgement.

8. **Developer's Consideration;**

- 8.1. **Developer's Allocation;** The Developer shall be fully and completely entitled to get the balance sanctioned / constructed area of the said proposed Building comprised of the said Property after allocating the Owner's areas as per **Clause No. 7.1** stated above and the areas to be given to the existing Tenants shall be allocated from the Owner's allocation upto 1100 sq. ft. saleable area and in case allocation of excess to 1100 sq. ft. saleable area to be made to the tenants the same shall be borne by the Developer from the Developer's allocation and other common areas comprising of the said building and open spaces of the said Property (**Developer's Allocation**). It is clarified that the Developer's Allocation shall include the proportionate undivided, impartible and indivisible balance share in (1) the Common Portions and/or areas and (2) the land contained in the said Property particularly mentioned and described in the **Third Schedule** hereunder written.

9. **Possession:**

- 9.1. **Full Possession;** The Owner shall hand over vacant and peaceful possession of the said Property within **seven days** from the date of obtaining building sanctioned plan from the **South Dum Dum Municipality** and/or other appropriate authorities to the said Developer herein.
- 9.2. **Negotiation of Tenants** : The Owner herein shall negotiate with the existing Tenants and the allocation shall be made as - upto 1100 sq. ft. saleable area allocation to be made from the Owner's allocation and in case allocation of excess to 1100 sq. ft. saleable area to be made to the tenants the same shall be borne by the Developer from the Developer's allocation.

10. **Powers and Authorities;**

- 10.1. **Development Power of Attorney;** The Owner will be liable to grant to the Developer and/or its nominees a Development Power of Attorney which will be registered for lawful sanction of the Building Plan/Additional/Revised/Modified Plan/application for Completion Certificate from the **South Dum Dum Municipality** and/or other authorities and construction of the said Building, booking and sale of the Developer's Allocation and all matters ancillary thereto, if there is any violation regarding the sanction of the Building Plan/Construction etc., the Owner shall not be responsible/answerable for that violation or deviation of norms. Be it mentioned as amicably decided between the Owner and Developer, the Owner hereby entrusts the Developer herein to be solely entitled as the

signing Authority for obtaining the Sanctioned Building Plan/Additional/Revised/Modified Plan/application for Completion Certificate from the **South Dum Dum Municipality** and/or other authorities of the said property.

- 10.2 **Further Acts:** Notwithstanding grant of the aforesaid Development Power of Attorney, the Owner doth hereby undertake that **he** will execute, as and when necessary, further powers and authorities and all papers, documents, plans etc. for the purpose of development of the said Property.
11. **Construction of the Project :**
- 11.1. **Sanction of Plan:** The Developer shall at its own cost appoint an Architect on behalf of the Owner and through the said Architect the Developer shall have prepared, submitted and sanctioned the building plan from the **South Dum Dum Municipality**.
- 11.2. **Construction of the Building:** The Developer shall, at its own costs and without creating any financial or other liability on the Owner, construct, erect and complete the said Building in accordance with the building plan to be sanctioned and as per the agreed specifications particularly mentioned and described in the **Fourth Schedule** hereunder written and as may be recommended by the Architect from time to time. The decision of the Architect regarding the quality of materials and workmanship shall be final and binding on the Parties. All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Owner will bear no responsibility in this context.
- 11.3. **Construction Time:** Subject to the Owner meeting all his obligations under this Agreement and force majeure, the Developer shall construct, complete and finish the said proposed Building on the said Property within a period of **2 (two) years** from the date of receipt of the sanctioned Building Plan from the **South Dum Dum Municipality** with a maximum extension period of 6 (six) months only and the Developer shall hand over the complete habitable peaceful vacant possession of the Owner's Allocation within the said stipulated time.
- 11.4. **Utilities:** The Developer shall at its own cost erect the said Building with pump, overhead reservoir, lift, permanent electric connection and the prospective Purchasers (collectively **Transferees**) of the apartments/spaces in the said Building (Units) shall pay the deposits and other charges levied by **C.E.S.C. Ltd.** The Owner will not be liable to pay any charges levied by **C.E.S.C. Ltd.** after handing over the Owner's Allocation in any manner whatsoever.

- 11.5 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity and drainage/sewerage. The cost of temporary connections of water, electricity and drainage/sewerage etc. will be paid by the Developer and the Owner shall not be responsible to pay the said expenditure in any manner whatsoever.
- 11.6. **Modification;** Any amendment or modification in the plan may be made or caused to be made by the Developer within the permissible limits of the **South Dum Dum Municipality** and/or any other concerned Authority or Authorities Rules **provided however** no alteration or modification shall be made in the Owner's Allocation without the consent of the Owner in writing subject to the Modification should not be effect to the Owner's Allocation.
- 11.7. **No Obstruction;** The Owner shall not do any act, deed or thing whereby the Developer is obstructed or prevented from constructing and completing the said proposed Building.

12. Dealing with Units in the Building ;

- 12.1. **Owner's Allocation;** Subject to the provisions of **Clause No. 7.1** above, the Owner shall be exclusively entitled to the Owner's Allocation and shall be entitled to transfer or otherwise deal with the Owner's Allocation in any manner the Owner deems appropriate without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Owner's Allocation. It is however understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's Allocation shall be subject to the provisions of this Agreement and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Owner's Allocation but subject to provisions of **Clause No. 7.1** of this Agreement.
- 12.2. **Developer's Allocation;** The Developer shall be exclusively entitled to the Developer's Allocation and shall be entitled to transfer or otherwise deal with the Developer's Allocation in any manner the Developer deems appropriate without any right, claim, or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the sale /transfer and quiet and peaceful possession of the Developer's Allocation. It is however understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon

the Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the provisions of this Agreement and the Owner shall not in any way interfere with or disturb the sale /transfer and quiet and peaceful possession of the Developer's Allocation but subject to provisions of **Clause No. 8.1** of this Agreement roof right being common in favour of both Owner and Developer.

- 12.3. **Transfer of Developer's Allocation;** In consideration of the Developer constructing and handing over the Owner's Allocation to the Owner, the Owner shall execute the Deed or Deeds of Conveyance of the undivided share in the land in favour of the Transferees as be attributable to the Developer's Allocation in such parts as shall be required by the Developer. Such execution of Conveyances at the option of the Developer may be done by the Developer by exercising the powers and authorities granted under the said Development Power of Attorney or by the Owner directly. The Owner shall not be responsible for the cost including Stamp Duty and registration expenses for such transfer.
- 12.4. **Cost of Transfer;** The costs of such Conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees of the Developer's Allocation.
- 12.5. **Common Documentation;** The Owner and the Developer shall adopt common format of documentation for transfer of the Units. The Common Portions, Common Restrictions and all other matters of common interest and concern, shall be uniformly adopted in the documentation.
13. **South Dum Dum Municipality Taxes and Outgoings;**
- 13.1. **Relating to Period prior to sanction of Plan;** All Municipal rates, taxes and other outgoings on the said Property relating to the period prior to sanction of plan shall be borne, paid and discharged by the Owner only and in this regards the Developer shall have no liabilities in any manner whatsoever.
- 13.2. **Relating to Period After Sanction of Plan;** As and from the date of execution and registration of this Development Agreement, the Developer shall be liable for Municipal rates, taxes and other outgoings in respect of the said Property or any part thereof till such time the possession of the Owner's Allocation is given to the Owner and possession of the Units are given to the Transferees, who shall,

respectively, from the date of such possession, become liable and responsible for Municipal rates and taxes and all other outgoings.

14. **Possession and Post Completion Maintenance;**

- 14.1. **Notice of Completion;** That after completion of the construction of the proposed multi storied building, the Developer shall handover peaceful Owner's Allocation in terms of the Agreement without any dispute and the Developer will be liable and responsible to allocate the Owner's Allocation to the Owner herein at the First instance before delivery of possession of the Developer's Allocation to any Third Party.
- 14.2. **Possession Date and Rates;** On and from such date of taking physical possession or deemed possession as afore stated (**Possession Date**), the Owner shall be exclusively responsible for payment of all Municipal rates and taxes and other outgoings and impositions whatsoever (**collectively Rates**) payable in respect of the Owner's Allocation only **provided however** when such Rates are applicable to the whole of the said Property/Building, the same shall be apportioned on pro-rata basis with reference to the total area of the said Building. The Transferees shall be responsible for payment of the rates in respect of the Developer's Allocation.
- 14.3. **Punctual Payment and Mutual Indemnity;** The Owner and the Transferees shall punctually and regularly pay the rates for their respective allocations to the concerned authorities and all parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- 14.4. **Maintenance;** The Developer shall frame a scheme for the management and administration of the said Building. The Owner hereby agrees to abide by all the rules and regulations to be framed by the Developer and the Transferees (**Association**), which shall be in charge of such management of the affairs of the said Building at their sole discretion.
- 14.5. **Possession Letter ;** After completion of the Owner's Allocation in all respects the Developer will be responsible to handover the possession of the same with a Possession Letter thereof.
15. **Common Restrictions;**
- 15.1. **Applicable to Both;** The Owner's Allocation and the Developer's Allocation in the said Building shall be subject to the same

restrictions as are applicable to the Ownership building, intended for common benefit of all occupiers of the said Building, which shall include the following:

- 15.1.1. **No Illegal Activity;** No Transferees/Co-Owners/Occupants of the said Building shall use or permit to be used their Units or any portion thereof for any commercial purpose or for carrying on any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the said Building.
- 15.1.2. **No Demolition;** No Transferees/Co-Owners/Occupants of the said Building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Developer and/or the Association.
- 15.1.3. **No Transfer without Compliance;** Neither the Owner nor the Transferees shall transfer or permit transfer of their respective Units or any portions thereof unless all terms and conditions to be observed and/or performed and the proposed transferees give a written undertaking to the effect that such transferees shall remain bound by the terms and conditions of these presents and further that such transferees shall pay all and whatsoever shall be payable in relation to the concerned Unit or other spaces.
- 15.1.4. **Compliance with Rules;** The Owner and the Transferees shall abide by all laws, bye-laws, rules and regulations of the Government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- 15.1.5. **Interior Maintenance;** The Owner and the Transferees shall keep the interior walls, sewers, drains, pipes, other fittings and fixtures, appurtenances, floor and ceiling etc. in each of their respective Units/other spaces in good working condition and repair and in particular so as not to cause any damage to the said Building or any other space or accommodations therein and shall keep the other occupiers of the said Building indemnified from and against the consequences of any breach.
- 15.1.6. **Validity of Insurance;** Neither the Owner nor the Transferees shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the said Building or any part thereof and shall keep the other occupiers of the said Building harmless and indemnified from and against the consequences of any breach.

- 15.1.7. **No Obstruction of Common Portions;** Neither the Owner nor the Transferees shall leave or keep any goods or other items for display or otherwise in the lobbies, staircase, corridors or at other places of common use and enjoyment in the said Building and no hindrance shall be caused in any manner in the free movement and use of the lobbies, staircase, corridors and other places for common use and enjoyment in the said Building.
- 15.1.8. **Cleanliness;** Neither the Owner nor the Transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the said Building or in the compound, corridors or any other portion or portions of the said Building.
- 15.2. **Right of Entry;** For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lightening and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the Owner and the Transferees shall permit the Developer/Association, with or without workmen, at all reasonable time, to enter into and upon the Owner's Allocation and the Transferees Units and every part thereof.
16. **Owner's Obligations;** The Owner doth hereby covenant with the Developer as follows:
- 16.1. **No Obstruction in Dealing with Developer's Allocation;** Not to do any act, deed or thing whereby the Developer may be prevented from selling and/or disposing of any part or portion of the Developer's Allocation.
- 16.2. **No Obstruction in Construction;** Not to cause any interference or hindrance in the construction of the said Building or any part thereof.
- 16.3. **No Alteration of Structure;** Not to demand or cause any alterations to be made in the sanctioned Plan and structure of the said Building. However, it is clarified that all costs and charges for any addition in the specifications made by the Developer at the request of the Owner shall be borne by the Owner.
- 16.4. **No Dealing with the Property;** Not to let-out, grant lease, mortgage and/or charge the Property or any portions thereof without the consent in writing of the Developer.
- 16.5. **Fulfilling Obligations;** To sign and join all and every deeds, documents and papers which are required for the development of the said Property and/or sale of the Developer's Allocation.

16.6. **Marketable Title;** The Owner has a clear and marketable title to the said Property and every part thereof.

17. **Developer's Obligations;**

17.1. **Time of Completion;** The Developer hereby agrees and covenants with the Owner that subject to the Owner meeting all his obligations including those mentioned in the various sub-clauses of **Clause No. 16** above and subject further to Force Majeure (defined below) and reasons beyond the control of the Developer, the Developer shall complete the construction of the said proposed Building within **2 (two) years** from the date of receipt of the sanctioned Building Plan from the **South Dum Dum Municipality** with a maximum extension period of **6 (six) months (Stipulated Period)** only.

17.2. **Completion Certificate;** The Developer shall be liable to apply for and obtain Completion Certificate on completion of construction of the said Building, as be deemed expedient by the Developer. Be it also noted that, during taking the Completion Certificate if the **South Dum Dum Municipality or any authority** imposes any Additional Development Charge or other charge, then the Developer will pay it.

17.3. **No Violation of Law;** The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the rules applicable to construction of the said Building.

17.4. **No Obstruction in Dealing with Owner's Allocation;** The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.

17.5. **Amalgamation :** The Developer will be entitled to amalgamate the said Property with any other adjacent properties at its own costs and expenses with due process of law and the Owner shall not obstruct in the same.

18. **Owner's Indemnity;**

18.1. **Title;** The Owner shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owner doth hereby indemnify and agree to keep indemnified the Developer and the Transferees in this regard.

18.2. **Developer's Allocation;** The Owner hereby undertakes that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the

Owner and to this effect the Owner doth hereby indemnify and agree to keep indemnified the Developer herein.

19. **Developer's Indemnity;**

19.1. **Third Party Claims;** The Developer hereby undertakes to keep the Owner indemnified against all Third Party claims and actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction of the said Building and/or for any defect therein or development of the said Property.

20. **Miscellaneous;**

20.1. **No Partnership;** The Owner and the Developer have entered into this Agreement purely as a contract basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

20.2. **Additional Authority;** It is understood that from time to time to facilitate the uninterrupted construction of the said Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

20.2.5 **Shifting;** The Developer will be liable and responsible to shift the existing tenants herein from the said Property to elsewhere.

20.3. **Further Acts;** The Parties will do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

20.5. **Taxation;** The Owner shall not be liable for any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the **Developer** shall not be liable for any other taxes in respect of the Owner's Allocation and the Owner shall be liable to

make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. But be it noted and cleared, that, as per prevailing law.

21. **Defaults;**

21.1. **Of Developer;** In the event the Developer fails and/or neglects to complete the construction of the said Building within the Stipulated Period, owing to any litigation for concealing of facts by the Owner thereby making it difficult on the part of the Developer to carry on with the construction then the Owner solely shall be liable for the same and shall handle all the litigation including the litigation cost and the Developer shall not be liable for the same.

21.2. **Of Owner;** In the event the Owner fails and/or neglects to perform any of his obligations under this Agreement, the Developer shall be entitled to all losses and damages suffered by the Developer for such non-performance of the Owner and shall attract Specific Performance of Contract.

21.3. **Restriction;**

- (i) The Owner will be liable to pay arrear **Municipal Corporation taxes** and **other outgoings** upto the date of execution of this Development Agreement.
- (ii) The Developer will solely be entitled to appropriate the total sale proceeds of the **rubbish** and **debris** and other broken materials which will be available and/or collected upon demolition of the existing building and/or structure thereon the said Property.

22. **Force Majeure;**

22.1. **Meaning of;** Force Majeure shall mean rain, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, decision of authority and/or any other event beyond the control of the Parties (**Force Majeure**).

22.2. **No Liability;** The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

23. **Arbitration;**

23.1. **Arbitral Tribunal;** Disputes arising out of this Agreement shall be referred to the sole arbitration of such person as be mutually decided (Sole Arbitrator) and failing such mutuality, to a Tribunal comprising of 3 (three) persons, 1 (one) appointed by the Owner, 1(one) appointed

by the Developer and the third by the first two appointees (collectively Arbitral Tribunal), being a reference within the meaning of the Arbitration And Conciliation Act, 1996.

23.2. **Mechanism and Procedure:** Language, procedure and type of award (speaking or non speaking) shall be decided by the Sole Arbitrator/Arbitral Tribunal. The venue shall be at Kolkata. The directions/award of the Sole Arbitrator/Arbitral Tribunal shall be final and binding on the Parties.

24. **Jurisdiction:**

24.1. **District Judge:** In connection with the aforesaid arbitration proceedings, only the District Judge having territorial jurisdiction over the said Property shall have the right to receive, entertain, try and determine all actions and proceedings.

25. **Name of the building:**

25.1. The name of the said proposed building will be christened by the Developer herein only at its sole discretion.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE SAID PROPERTY)

ALL THAT piece and parcel of undivided proportionate Danga land hereditaments and premises containing by estimation an area of **09 (nine) Cottahs 00 (fourteen) Chittacks 00 (zero) Sq.ft.** be the same a little more or less together with an old dilapidated **50 years old cemented flooring R.T** shed structure of **900 sq. ft.** more or less alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying situate at and being Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road in Mouza - Kankuri, Dihi - Panchannagarm, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396, 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. - Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata - 700048, Additional District Sub - Registrar, Bidhannagar, Salt Lake City, District - 24 Parganas (North) and the said entire Premises No. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road is butted and bounded as follows :-

ON THE NORTH : By 16' wide Dakshindari Road;

ON THE SOUTH : By Calcutta Minerals

ON THE EAST : By 16' wide Dakshindari Road;

ON THE WEST : By R.S. Dag No. 213/537 (p).

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE OWNER'S ALLOCATION)

shall generally mean and include and entitled to 50% of the total sanctioned area in the proposed G + 4 storied building at the subject premises, to be allotted to the Owner.

The Developer shall, at its own costs and expenses, construct, finish, complete according to the sanctioned building Plan from the concerned authority / Municipality and deliver to the Owner, undisputed possession of the **entire first and second floor** and 50% of the ground floor (as per sanctioned area) of the said proposed multi storied building in the subject property to be constricted on and upon the land of the Owner herein. It is clarified that the Owner's Allocation shall include proportionate undivided, impartible and indivisible share in (1) the common areas, amenities and facilities made available in the said Building such as paths, passages, stairway, lift, electric meter room, pump room, over head water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said Building and (2) the land contained in the said Property. Further on addition of any number of extra floor with respect to the subject property in favour of the Developer the Owner No. 2 to 5 herein shall not be entitled to any allocation at all to the same. However it is pertinent to mention here that the Owner No. 1 herein shall solely be entitled to an aggregate allocation of 1000 sq. ft. saleable area only with respect to the addition of extra two floor i.e. entire 5th and 6th floor (G + 5 and G +6) And also the areas if any to be given to the existing Tenants shall be allocated from the Owner's allocation upto 1100 sq. ft. saleable area and in case allocation of excess to 1100 sq. ft. saleable area to be made to the tenants the same shall be borne by the Developer from the Developer's allocation The Developer has paid a sum of **Rs.4,00,000/- (Rupees Four Lacs)** only to the Owner herein on the date of signing the Memorandum of Understanding and will be liable to pay a sum of **Rs.4,00,000/- (Rupees Four Lacs)** only to the Owner herein on the date of execution of this Development Agreement.

It is particularly mentioned herewith that the Developer shall pay the Owner **Rs. 20,00,000/- (Rupees Twenty Lacs)** only as full and final forfeiture amount out of which Rs. 4,00,000/- has already been paid at the time of signing the MOU and Rs. 4,00,000/- to be paid at the time of execution of the present and balance Rs. 12,00,000/- after the foundation of the said proposed multi - storied building. (Be it mentioned that the Owner No. 4 and 5 herein shall be considered as one individual and all consideration amount/ transaction was / is / will be made to them jointly)

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE DEVELOPERS ALLOCATION)

The Developer shall be fully and completely entitled to get the balance sanctioned / constructed area of the said proposed Building comprised of the said Property after allocating the Owner's areas as per **Clause No. 7.1** stated above and the areas to be given to the existing Tenants shall be allocated from the Owner's allocation upto 1100 sq. ft. saleable area and in case allocation of excess to 1100 sq. ft. saleable area to be made to the tenants the same shall be borne by the Developer from the Developer's allocation and other common areas comprising of the said building and open spaces of the said Property **(Developer's Allocation)**. It is clarified that the Developer's Allocation shall include the proportionate undivided, impartible and indivisible balance share in (1) the Common Portions and/or areas and (2) the land contained in the said Property.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION FOR CONSTRUCTION)

<u>BUILDING</u>	:	R. C. 'C. frame structure with column beams.
<u>BRICK WORK</u>	:	First class brick as available in the market.
<u>FLOORING</u>	:	Vitrified Tiles.
<u>PLASTERING</u>	:	All walls to be cement plastered (1.6) and plaster at ceiling (1.4) with plaster of paris (inside wall of basement and all flats) with Berger paint.
<u>DOOR</u>	:	All be completed by flush door.
<u>WINDOWS</u>	:	All window made of Aluminium channel with glass fitting.
<u>KITCHEN</u>	:	Gas oven slab with black stone top fixed with all 2.5 feet glazed tile above making platform. One sink with fitting and one basin in Dining Room.
<u>STAIR AND LOBBIES</u>	:	Marble or tiles
<u>W. C. & TOILET</u>	:	Indian type and English type floor walling by glazed tiles upto 6'-0" height with PVC door

- (Jaguar company fitting).
- LIFT** : Lift provision will arrange for the flat owners of the apartment (Otis/Schindler)
- PLUMBING/ELECTRIC** : Both are concealed with PVC pipe. (Havells company electric fitting and supreme company plumbing fitting).
- WATER SUPPLY** : 24-hours uninterrupted water supply by Deep tube-well with pumping to overhead reservoir Tank.
- ELECTRICAL** : Entire electric works will be concealed. All electrical wires will be of copper wire best quality, ever shine of proper sizes/capacity each room will have one fan point, two light points and one 5 amp. plug point. In the kitchen there will be two light points, one exhaust fan point, one 15 amp plug point. In each toilet one light point and each landing two way switch will be provided. Each Living/Dining will have two fan point, two light points, one T. V. point, one A. C. point, Freeze point and one Gizer point and one 15 amp. plug point. For any point other than specified should be charged extra reasonably and polycab electrical wiring and one Internet wiring and Cable wiring.
- EXTRA WORK** : Any extra work other than the standard schedule shall be charged extra as decided by the Developer and such amount shall be deposited before the execution of such work.

26. Execution and Delivery :

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED. SEALED AND DELIVERED by the Owner at Kolkata in the presence of: -

1. Subhas Ch. Dey
95/2/1 Bhawshin dasi Road
KOL-48

1. Tapan Dey

2. Uoli Dey Sarker

3. Uli Dey

2. Bhabanesh Karmaker
3, Nilmoni netra Street,
Kolkata-700006

4. Swapan Kumar Ghosh
Wife

5. Susovan Ghosh
Wife

Signature of the Owner

SIGNED. SEALED AND DELIVERED by the Developer at Kolkata in the presence of: -

1. Bhabanesh Karmaker

Nirmala Developers

Angshu Tekinial
Partner

Nirmala Developers

Harjuka Agansal
Partner

Signature of the Developer

Drafted and identified by me

Aditi Chatterjee
Aditi Chatterjee

Advocate

High Court Calcutta

Enrolment No. WB/2157/2010

RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of **Rs. 8,00,000/-** (Rupees Eight Lacs) only as full and final forfeiture money under this Development Agreement as per Memo of Consideration given hereunder :-

MEMO OF CONSIDERATION

SL.NO	CASH /CHEQUE	BANK'S NAME	AMOUNT
Tapan Dey	357686	Axis Bank	100000.
Moli Dey Sankar	357687	Axis Bank	100000.
Usha Dey	357688	Axis Bank	100000.
Suman ka Guruthakurata	357689	Axis Bank	50000.
Susovan Guruthakurata	357690	Axis Bank	50000.

(Rupees Eight Lac Only)

WITNESSES :

1. *Bhaborosh Karmakar*

2. *Alamu Bano, Adv
High Court, Calcutta*

1. *Tapan Dey*
2. *Moli Dey Sankar*
3. *Usha*

4. *Suman ka Guruthakurata*

5. *Susovan Guruthakurata*

Signature of the Owner

GOVT. OF West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

19-201920-018915877-1
Date: 19/02/2020 15:58:05
CBI190220578384

Payment Mode: Online Payment
Bank: Central Bank of India
BRN Date: 19/02/2020 16:00:37

DEPOSITOR'S DETAILS

Name: Mookherjee Consultancy
Contact No.:
E-mail:
Address: 104 Dum Dum Road Kolkata 700 030
Applicant Name: Miss Aditi Chatterjee
Office Name:
Office Address:
Status of Depositor: Others
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 4

Id No. : 1504000307871/4/2020
(Query No./Query Year)

Mobile No. : +91 9831359397

D-503/2020.

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	1504000307871/4/2020	Property Registration- Stamp duty	0030-02-103-003-02	29921
2	1504000307871/4/2020	Property Registration- Registration Fees	0030-03-104-001-1E	18021

In Words: Rupees Forty Seven Thousand Nine Hundred Forty Two only
Total 47942



SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the
executants/
presentants



Jagan Nayak



Meoli Nayak Sankar



...

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little
Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little
Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little

SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the
executants/
presentants



SWS

h
ta

S. Sumanth Kumar
12/12/2024



SWS

h
ta

S. Sumanth Kumar



S. Sumanth Kumar

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the
executants/
presentants



Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little
Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little
Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little

7

Major Information of the Deed

Deed No :	I-1504-00503/2020	Date of Registration	20/02/2020
Query No / Year	1504-0000307871/2020	Office where deed is registered	
Query Date	18/02/2020 12:02:54 PM	A D S R. BIDHAN NAGAR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Aditi Chatterjee High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836042313, 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 : 8,00,000/-]		
Set Forth value	Market Value		
Rs 2/-	Rs. 2,07,02,247/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article 48(g))	Rs. 8,021/- (Article E, E, B)		
Remarks:	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: North 24-Parganas, P.S - Lake Town, Municipality: SOUTH DUM DUM, Road: Dakshindari Road (sadhana to eastern), Mouza: Kankuni, Premises No: 95/2/1, Ward No: 34, Holding No: 897/A JI No: 0, Pin Code : 700048

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-213	RS-240	Bastu Bastu	9 Katha	1/-	2,05,19,997/-	Width of Approach Road: 16 Ft. Adjacent to Metal Road.
Grand Total :				14.85Dec	1/-	205,19,997/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	900 Sq Ft.	1/-	1,82,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 900 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		900 sq ft	1/-	1,82,250/-	

Card Details :



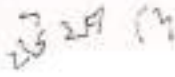
Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Mr TAPAN DEY Son of Late Khagendra Nath Dey Executed by: Self, Date of Execution: 20/02/2020 , Admitted by: Self, Date of Admission: 20/02/2020 ,Place : Office	 20/02/2020	 LTI 20/02/2020	 20/02/2020



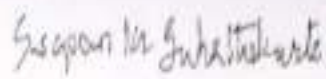



282, S.K. Deb Road, P.O:- Sreebhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGRPD4458J, Aadhaar No: 45xxxxxxxx9905, Status :Individual, Executed by: Self, Date of Execution: 20/02/2020
 , Admitted by: Self, Date of Admission: 20/02/2020 ,Place : Office

Name	Photo	Finger Print	Signature
Mrs MOLLI DEY SARKAR, (Alias: KAMALA DEY SARKAR) Wife of Late Sasanka Dey Executed by: Self, Date of Execution: 20/02/2020 , Admitted by: Self, Date of Admission: 20/02/2020 ,Place : Office	 20/02/2020	 LTI 20/02/2020	 20/02/2020

46/1, Durga Charan Mitra Street, P.O:- Beadon Street, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: EYKPS3603H, Aadhaar No: 78xxxxxxxx5943, Status :Individual, Executed by: Self, Date of Execution: 20/02/2020
 , Admitted by: Self, Date of Admission: 20/02/2020 ,Place : Office

Name	Photo	Finger Print	Signature
Mrs USHA DEY Wife of Late Suresh Chandra Dey Executed by: Self, Date of Execution: 20/02/2020 , Admitted by: Self, Date of Admission: 20/02/2020 ,Place : Office	 20/02/2020	 LTI 20/02/2020	 20/02/2020

95/2/1, Dakshindari Road, P.S. - Lake Town, Kolkat, P.O:- Sreebhumi, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN - 700048 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AORPD8613H, Aadhaar No: 91xxxxxxxx3014, Status :Individual, Executed by: Self, Date of Execution: 20/02/2020
 , Admitted by: Self, Date of Admission: 20/02/2020 ,Place : Office



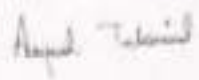


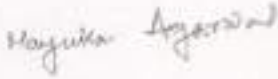
Name	Photo	Finger Print	Signature
Mr SWAPAN KUMAR GUHA THAKURATA Son of Late Gopal Chandra Guha Thakurata Executed by: Self, Date of Execution: 20/02/2020 , Admitted by: Self, Date of Admission: 20/02/2020 ,Place : Office	 <small>20/02/2020</small>	 <small>LTI 20/02/2020</small>	 <small>20/02/2020</small>
FR - 5/2 Jyangra Dakshin Math Rajarhat Gopalpur, P.O:- Baguiati, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADYPG2058B, Aadhaar No: 78xxxxxxxx4914, Status :Individual, Executed by: Self, Date of Execution: 20/02/2020 , Admitted by: Self, Date of Admission: 20/02/2020 ,Place : Office			
Name	Photo	Finger Print	Signature
Mr SUSOVAN GUHA GUHATHAKURATA Son of Mr Swapan Kumar Guha Thakurata Executed by: Self, Date of Execution: 20/02/2020 , Admitted by: Self, Date of Admission: 20/02/2020 ,Place : Office	 <small>20/02/2020</small>	 <small>LTI 20/02/2020</small>	 <small>20/02/2020</small>
FR - 5/2 Jyangra Dakshin Math Rajarhat Gopalpur, P.O:- Baguiati, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARJPG7247F, Aadhaar No: 78xxxxxxxx4914, Status :Individual, Executed by: Self, Date of Execution: 20/02/2020 , Admitted by: Self, Date of Admission: 20/02/2020 ,Place : Office			

Developer Details :




Sl No	Name,Address,Photo,Finger print and Signature
1	NIRMALA DEVELOPERS 312 Lake Town , Ground Floor, Block/Sector: A, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089 , PAN No.:: AARFN0495R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Name, Address, Photo, Finger print and Signature

1	Name	Photo	Finger Print	Signature
<p>Mr AAYUSH TEKRIWAL (Presentant) Son of Mr Dwarka Prasad Tekriwal Date of Execution - 20/02/2020, , Admitted by: Self, Date of Admission: 20/02/2020, Place of Admission of Execution: Office</p>	 <small>Feb 20 2020 12:01PM</small>	 <small>LTI 20/02/2020</small>	 <small>20/02/2020</small>	
<p>227 Lake Town, Block/Sector: B, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ABXPT9559K, Aadhaar No: 53xxxxxxx5808 Status : Representative, Representative of : NIRMALA DEVELOPERS (as Partner)</p>				
2	Name	Photo	Finger Print	Signature
<p>Mrs MAYUKA AGARWAL Wife of Mr Aayush Tekriwal Date of Execution - 20/02/2020, , Admitted by: Self, Date of Admission: 20/02/2020, Place of Admission of Execution: Office</p>	 <small>Feb 20 2020 12:01PM</small>	 <small>LTI 20/02/2020</small>	 <small>20/02/2020</small>	
<p>BE - 78, Salt Lake, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700068, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AMIPAB419P, Aadhaar No: 29xxxxxxx6687 Status : Representative, Representative of : NIRMALA DEVELOPERS (as Partner)</p>				

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Bhabatosh Karmakar Son of Late Jadulal Karmakar 3, Nilmoni Mitra Street, P.O:- Beadon Street, P.S:- Burtola, District -Kolkata, West Bengal, India, PIN - 700006</p>	 <small>20/02/2020</small>	 <small>20/02/2020</small>	 <small>20/02/2020</small>
<p>Identifier Of Mr TAPAN DEY, Mrs MOLI DEY SARKAR, Mrs USHA DEY, Mr SWAPAN KUMAR GUHA THAKURATA, Mr SUSOVAN GUHA GUHATHAKURATA, Mr AAYUSH TEKRIWAL, Mrs MAYUKA AGARWAL</p>			

Transfer of property for L1

	From	To. with area (Name-Area)
1	Mr TAPAN DEY	NIRMALA DEVELOPERS-2.97 Dec
2	Mrs MOLI DEY SARKAR	NIRMALA DEVELOPERS-2.97 Dec
3	Mrs USHA DEY	NIRMALA DEVELOPERS-2.97 Dec
4	Mr SWAPAN KUMAR GUHA THAKURATA	NIRMALA DEVELOPERS-2.97 Dec
5	Mr SUSOVAN GUHA GUHATHAKURATA	NIRMALA DEVELOPERS-2.97 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr TAPAN DEY	NIRMALA DEVELOPERS-180.00000000 Sq Ft
2	Mrs MOLI DEY SARKAR	NIRMALA DEVELOPERS-180.00000000 Sq Ft
3	Mrs USHA DEY	NIRMALA DEVELOPERS-180.00000000 Sq Ft
4	Mr SWAPAN KUMAR GUHA THAKURATA	NIRMALA DEVELOPERS-180.00000000 Sq Ft
5	Mr SUSOVAN GUHA GUHATHAKURATA	NIRMALA DEVELOPERS-180.00000000 Sq Ft



19-02-2020

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 2,07,02,247/-

[Signature]
Debajyoti Bandyopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal

On 20-02-2020

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

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

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

Presented for registration at 11:49 hrs on 20-02-2020, at the Office of the A.D.S.R. BIDHAN NAGAR by Mr AAYUSH TEKRIWAL .

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

Execution is admitted on 20/02/2020 by 1. Mr TAPAN DEY, Son of Late Khagendra Nath Dey, 282, S.K. Deb Road, P.O: Sreebhumi, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business, 2. Mrs MOLI DEY SARKAR, Alias KAMALA DEY SARKAR, Wife of Late Sasanka Dey, 46/1, Durga Charan Mitra Street, P.O: Beadon Street, Thana: Burtola, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business, 3. Mrs USHA DEY, Wife of Late Suresh Chandra Dey, 95/2/1, Dakshindari Road, P.S. - Lake Town, Kolkat, P.O: Sreebhumi, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business, 4. Mr SWAPAN KUMAR GUHA THAKURATA, Son of Late Gopal Chandra Guha Thakurata, FR - 5/2 Jyangra Dakshin Math Rajarhat Gopalpur, P.O: Baguiati, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Retired Person, 5. Mr SUSOVAN GUHA GUHATHAKURATA, Son of Mr Swapan Kumar Guha Thakurata, FR - 5/2 Jyangra Dakshin Math Rajarhat Gopalpur, P.O: Baguiati, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Business

Identified by Bhabatosh Karmakar, . . Son of Late Jadulal Karmakar, 3, Nilmoni Mitra Street, P.O: Beadon Street, Thana: Burtola, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Service

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

Execution is admitted on 20-02-2020 by Mrs MAYUKA AGARWAL, Partner, NIRMALA DEVELOPERS (Partnership Firm), 312 Lake Town , Ground Floor, Block/Sector: A, P.O:- Lake Town, P.S - Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700089

Identified by Bhabatosh Karmakar, . . Son of Late Jadulal Karmakar, 3, Nilmoni Mitra Street, P.O: Beadon Street, Thana: Burtola, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Service

Execution is admitted on 20-02-2020 by Mr AAYUSH TEKRIWAL, Partner, NIRMALA DEVELOPERS (Partnership Firm), 312 Lake Town , Ground Floor, Block/Sector: A, P.O:- Lake Town, P.S - Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700089

Identified by Bhabatosh Karmakar, . . Son of Late Jadulal Karmakar, 3, Nilmoni Mitra Street, P.O: Beadon Street, Thana: Burtola, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 8,021/- (B = Rs 8,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 8,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/02/2020 4:00PM with Govt. Ref. No: 192019200189158771 on 19-02-2020, Amount Rs: 8,021/-, Bank: Central Bank of India (CBIN0280107), Ref. No. CBI190220578384 on 19-02-2020, Head of Account 0030-03-104-001-

Statement of Stamp Duty

It is certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-.

Stamp Duty = Rs 39,921/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 7605, Amount: Rs. 100/-, Date of Purchase: 12/02/2020, Vendor name: Mahabub Hasan Paik

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/02/2020 4:00PM with Govt. Ref. No: 192019200189158771 on 19-02-2020, Amount Rs: 39,921/-, Bank: Central Bank of India (CBIN0280107), Ref. No: CBI190220578384 on 19-02-2020, Head of Account 0030-02-103-003-02

Debajyoti Bandyopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2020, Page from 24469 to 24522

being No 150400503 for the year 2020.



Digitally signed by DEBAJYOTI
BANDYOPADHYAY
Date: 2020.02.24 14:49:24 +05:30
Reason: Digital Signing of Deed.

Deba

(Debajyoti Bandyopadhyay) 2020/02/24 02:49:24 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.

(This document is digitally signed.)