

20824/2022

20696/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 251560

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this document.

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata



23 DEC 2022

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 14th day of December TWO THOUSAND AND TWENTY TWO (2022)

Vald Case No. 508 330 d 14/12/22

J (1)-	250
J (2)-	350
Total	600
Realised on	

ARA-IV
Kolkata

153773

Jayal Hec Prof

20890

Samridhi Developers Pvt. Ltd.
9/12, Lal Bazar Street, Block-C
Rd. 500017 - Kolkata - 700001.
13 DEC 2022
SURANJAN MISHRA
Licensed Signatory
2 & 3, K.S. Road, KOLK

13 DEC 2022

For Samridhi Developers Pvt. Ltd.

Jayal Hec Prof
Authorised Signatory

20891

Sitapa Roy

20892

Tamha Roy

20893

Dikshendu Roy

20900



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 DEC 2022

Anindya Saha,
S/O. AMALENDU SAHA,
1/6, RAFI AHMED KIDWAI RD,
KOLKATA-55
P.O: BANJUR AVENUE
P.S: NAGED KATA



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



192022230213901701

GRN Details

GRN: 192022230213901701 Payment Mode: Online Payment
GRN Date: 13/12/2022 18:50:47 Bank/Gateway: Punjab National Bank
BRN : 5102666305 BRN Date: 13/12/2022 06:51:38
GRIPS Payment ID: 131220222021390169 Payment Init. Date: 13/12/2022 18:50:47
Payment Status: Successful Payment Ref. No: 2003441592/1/2022
[Query No*/Query Year]

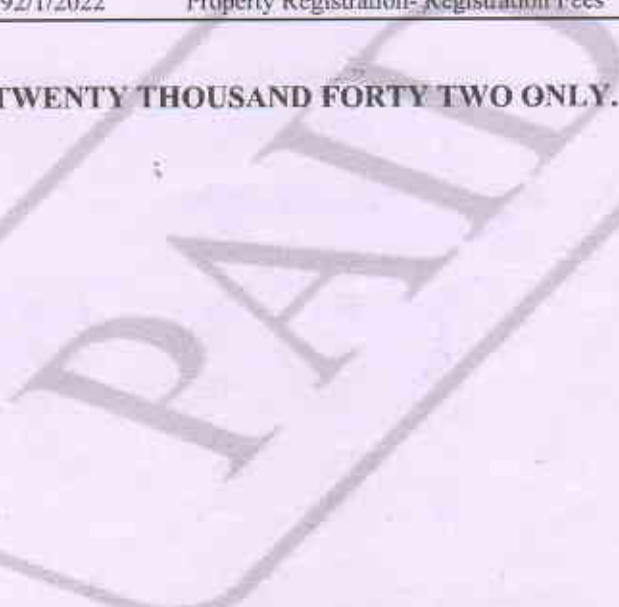
Depositor Details

Depositor's Name: AATREYEE NIRMAN PVT LTD
Address: 25A, Park street Karnani Mension 3rd Floor, West Bengal, 700016
Mobile: 8336905095
EMail: info@aatreyee-nirman.com
Depositor Status: Others
Query No: 2003441592
Applicant's Name: Mr SUBHENDU PAUL
Identification No: 2003441592/1/2022
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 13/12/2022
Period To (dd/mm/yyyy): 13/12/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003441592/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	15021
2	2003441592/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	5021
			Total	20042

IN WORDS: TWENTY THOUSAND FORTY TWO ONLY.





सत्यमेव जयते

Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042003441592/2022

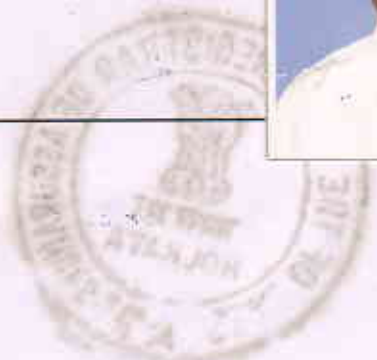
I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print 20891	Signature with date
1	Mrs SUTAPA ROY 26/1, GORAKSHABASI ROAD, City:- , P.O:- DUM DUM PS NOW NAGERBAZAR, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028	Land Lord			<i>Sutapa Roy</i> 14/12/22
SI No.	Name of the Executant	Category	Photo	Finger Print 20892	Signature with date
2	Mrs TANUKA ROY 23, RAFI AHMED KIDWAI ROAD, City:- , P.O:- BANGUR PS NOW NAGERBAZAR, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700055	Land Lord			<i>Tanuka Roy</i> 14/12/22



I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print 20893	Signature with date
3	Mr DIBYENDU ROY 23, RAFI AHMED KIDWAI ROAD, City:- , P.O:- BANGUR PS NOW NAGERBAZAR, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700055	Land Lord			 14.12.2022
SI No.	Name of the Executant	Category	Photo	Finger Print 20890	Signature with date
4	Mrs JAYATHEE ROY 50, GORAKSHABASI ROAD, City:- , P.O:- DUM DUM, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028	Representative of Developer [SAMRID DHI DEVELOPERS PRIVATE LIMITED]			 14/12/2022
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print 20900	Signature with date
1	Mr ANINDYA SAHA Son of Mr AMALENDU SAHA 1/6, R A K ROAD, City:- , P.O:- BANGUR AVENUE, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055	Mrs SUTAPA ROY, Mrs TANUKA ROY, Mr DIBYENDU ROY, Mrs JAYATHEE ROY			 14-12-2022



(Mohul Mukhopadhyay)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. -
 IV KOLKATA
 Kolkata, West Bengal

- Sutapa Roy*
1. **SUTAPA ROY (PAN ARSPR4858C) (Aadhar 3062 6988 5545)**, daughter of Late Dilip Kumar Roy, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at Flat no.6H, 26/1, Gorakhabasi Road, Post Office-Dum Dum, Police Station- Nagerbazar, Pin- 700028
 2. **TANUKA ROY (PAN AMQPR6048D) (Aadhar 9797 2255 5303)**, daughter of Late Dilip Kumar Roy, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at 23, Rafi Ahmed Kidwai Road, Bangur Avenue, Post Office-Bangur, Police Station- ,Nagerbazar, Pin- 700055.
 3. **DIBYENDU ROY (PAN AGYPR4046B) (Aadhar 6171 7246 7213)**, son of Late Dilip Kumar Roy, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 23 ,Rafi Ahmed Kidwai Road, Bangur Avenue Post Office- Bangur, Police Station- Nagerbazar, Pin- 700055, hereinafter referred to as the **OWNER/VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, legal representatives, administrators, executors, successors and assigns) of the **FIRST PART**;

And

Jayatee Roy

SAMRIDDI DEVELOPERS PVT. LTD. (PAN AAHCS6328R), a Private Limited Company duly incorporated in accordance with the provisions of the Companies Act, 1956 having its registered office at 9/12, Lal Bazar Street, Third Floor, Block - C, P. O. GPO, P. S. Lalbazar, Kolkata – 700001 through its **Authorized Signatory JAYATHEE ROY (CEO) (PAN: ACXPR9705L) (AADHAR 5220 0548 5454)**., wife of Sri Indrajit Roy, 50, Gorakhabasi Road, Post Office- Dum Dum, Police Station-Dum Dum, Pin-700028, hereinafter called the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the partners, successors, successors in office and assigns) (Developer includes successor-in-interest and assigns) of the **SECOND PART** Owners and Developer individually **Party** and collectively **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

A. Subject Matter of Agreement

Development of Said Property: The parties have duly arrived at Understandings between themselves with regard to development (in the manner specified in this Agreement) of **ALL THAT** piece and parcel of land admeasuring **8 Cottahs 6 Chittaks more or less** lying and

Tanuka Roy
Dibyendu Roy

situate at **Mouza – Satgachi**, comprised in Dag No.2733 (Hal), 846 (Sabek) pertaining to Dag No.855, L.R. Dag no. 2154 appertaining to Khatian Nos., 374,L.R. Khatian no.2012, J.L. No.20, R.S. No.154, Touzi No.169,ward no.25, within the jurisdiction of **South Dum Dum Municipality** being Municipal Holding No.404,Kabi Nabin Sen Road,Kolkata-700028, Police Station- Dum Dum, Sub Registration office –Cossipore Dum Dum, District -**24 Parganas (Said Property)**, morefully described in the **1st Schedule** below, by construction of a ready-to-use new multi-storied buildings on the Said Property (**New Buildings**).

B. Representations, Warranties and Background

Owners' Representations: The Owners have represented, warranted and covenant to the Developer as follows:

- i. Purchase by Owner:** The respective Owners herein acquired absolute right, title and interest in the schedule property and/or are entitled to the Schedule Property in the manner as will appear from the documents of title relating to ownership and/or entitlement of the respective owners.
- ii. Owners have Marketable Title:** The right, title and interest of the Owner in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*. All previous agreements entered into by the Owners in respect of the schedule premises and /or part thereof as was identified prior to its amalgamation have been duly cancelled by executing registered documents, revoked and declared invalid and of no effect and all advances made therein shall be treated as advances made under this Agreement.
- iii. Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continue to remain marketable and free from all encumbrances at all times and the Owners shall effect the necessary corrections in the Revenue Records and digital records and shall remain liable to the Developer for any consequences arising due to any incorrect recording and/or defect in title in any manner whatsoever and any change in the developable land area due to rectification or updation of records shall result in consequent reduction of the Owners' Allocation in view of the fact that the present agreement as to ratio has been done on the basis of the total available land for Development as represented by the Owners to the Developer.

- 4
- iv. **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
 - v. **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
 - vi. **No Acquisition/Requisition:** The Owners declares that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor are aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
 - vii. **No Excess Land:** The Said Property does not contain any excess land and the Owners also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
 - viii. **No Encumbrance:** The respective Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lispendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owners and the title of the Owners to the Said Property is good, free, clear, bankable and marketable.
 - ix. **Right, Power and Authority to Develop:** The Owners have good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.
 - x. **No Dues:** No revenue, cess, municipal taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery

proceedings or Certificate Cases are pending for realization of any dues from the Owners.

- xi. No Right of Pre-emption:** No person, entity or authority whatsoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- xii. No Mortgage:** No mortgage or charge has been created by the Owners in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- xiii. No Previous Agreement:** The Owners have ascertained that the Said Property is not the subject matter of any previous agreement with any other party except the Developer herein, whether oral or in writing. Upon execution of this presents, the parties hereby agree that all prior agreements (if any) in respect to the scheduled property is deemed terminated and cancelled.
- xiv. No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
- xv. No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- xvi. No Transfer:** The Owners has not created any third-party interest of any nature whatsoever and/or has not delegated any of the Owners' right to any third party in any manner whatsoever.
- C. Developer's Representations:** The Developer has represented and warranted to the Owners as follows:

 - i. Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
 - ii. Financial Arrangement:** The Developer is and during the tenure of this Agreement shall be entitled to arrange the financial inputs required for development of the Said Property, *inter alia* by way of arranging construction finance, whether through

mortgage of the Developer's Allocation, in part or full in respect of the Said Property and/or construction to be made thereon.

- iii. For further clarity it is recorded that the intending Unit Purchasers shall be permitted to avail mortgage loan for individual units as per the terms & conditions of the Financial Institute/Bank, the same shall not however create any encumbrance on the Project land directly or indirectly.
- iv. It is expressly agreed and made clear that the Developer shall be entitled to mortgage, charge and/or create any other encumbrance in the Project subject however to the condition that the Developer shall be under an obligation to ensure that the Landowner's allocation and/or revenue thereof shall be handed over to the Landowner's within the time frame as agreed, however, subject to the right of appropriation of sale proceeds till the Developer's Allocation amount is paid in full.
- v. The Title Deeds in respect of the entire land described the First Schedule shall be held and possessed by the Developer and shall be kept as security (for registered Mortgage and /or Equitable Mortgage) for the purposes related to the Project and the Developer shall be entitled to mortgage the project land and authorise the Developer suitably for creation of such mortgage which the Developer shall sign on behalf of the Landowner as its attorney and on its own behalf as the borrower.
- vi. **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, inter alia by way of arranging construction finance, whether through mortgage, in part or full, against the Developer's Allocation in the New Buildings on the Said Property.
- vii. **No Neglect:** The Developer shall not neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- viii. **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

- ix. **Other Terms:** (i) Disputes regarding construction with any third-party contractor shall not delay the Project; (ii) the Owners shall not be affected for any legal proceedings arising between the Developer and the intending purchasers of Developer's Allocation, during or after the construction period.
- x. **Decision to Develop:** The owners became desirous of developing the premises by construction but realized that it will not be possible for them to do so and hence decided to do such development through a Developer and the parties entered into a memorandum between themselves recording the broad terms of development and in furtherance thereof are executing this Agreement (**Project**).
- xi. **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

D. Basic Understanding

- i. **Development of Said Property by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Buildings thereon with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs. (3) that all costs and expenses relating to construction shall be borne by the Developer (4) that save and except the Owners' Allocation as recorded in this Agreement the owners shall not have any right over the Developer's Allocation and/or the Owners shall not claim any individual right over the individual lands originally held by the Owners prior to amalgamation, in case the land forms part of the larger project together with further lands in the vicinity and/or surrounding and/or adjunct lands which the Developer may integrate and develop in one single Project.
- ii. **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the South Dum Dum Municipality and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential building with

specified areas, amenities and facilities to be enjoyed in common which will be constructed on the roof of the said building (Community Hall ,Gym ,Association Office etc) .

E. Appointment and Commencement

- i. **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.
- ii. **Commencement:** 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 all obligations of the Parties towards each other stand fulfilled and performed.

F. Common Obligations of the Parties:

- i. The Developer shall bear the costs of branding, marketing on the basis of the agreed sharing ratio and such marketing scheme and programme and branding shall be decided by the Developer.
- ii. The parties have mutually decided that the Developer shall be free to appoint a sales and promotional agent/agency and the costs thereof in respect of the Developer's Allocation shall be borne by the Developer.
- iii. The basic sale price shall be decided by the Developer in the best interest of the Project and any revision in the basic sale price shall be intimated by the Developer to the Landowners by e-mail.
- iv. Notwithstanding the above in the event the Developer decides that certain portion of the Units shall be retained jointly and not sold or transferred, in such case subject to the consent, the Developer shall be entitled to let out /lease /grant on such consideration as the Developer may deem fit and proper, in such case the revenue/

lease rent/rent in respect thereof including the cost and expenses for maintenance, shall be shared in the ratio as recorded in this Agreement.

G. Sanction of Building Plans:

- i. The Developer have obtained Building Plan from the South Dum Dum Municipality , vide sanction Plan no.551 dated 18.08.2022
- ii. In this regard it is clarified that (1) the Developer shall obtained maximum FAR (2) the Developer is responsible for obtaining all plan related permissions including sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) costs and fees for sanctions, permissions, clearances and approvals is borne and paid by the Developer in the manner as specified in this Agreement.

H. Architect and Consultants:

- i. The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.
- ii. **Construction of New Buildings:** The Developer shall, at its own expenses and without creating any financial or other liability on the Owners construct, erect and complete the New Buildings on the Said Property comprising of residential and/or residential cum commercial buildings and Common Portions in accordance with the sanctioned Building Plans.
- iii. The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings and the Owners shall not be responsible for the quality of the building materials;
- iv. **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.

v. **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties, the Developer will complete the construction work within 48 months from the date of issuance of sanction plan with grace period of 12 months subject to conditions of Force Majeure. Time may be extended by mutual consent.

vi. The Developer shall bear the costs, expenses for issuance of completion certificate upon completion of new building and for the purpose shall submit the necessary application before the South Dum Dum Municipality , and non-issuance of completion certificate shall not amount to breach of obligation by the Developer.

I. Common Portions:

i. The Developer shall at its own costs install, erect and construct in the New Buildings common areas, amenities and facilities such as Community Hall, Gym, Association Office, Swimming Pool, staircase, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump , motor, water connection, drainage connection and sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). For permanent electric connection to the flats/units and other spaces in the New Buildings (**Flats**) and all kind of other development costs/deposits payable for the Flats, the intending purchasers (collectively **Transferees**) shall pay the said costs/deposits demanded by the Developer, other agencies, etc.

J. Co-operation by Owners:

i. The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all co-operations that may be necessary for successful completion of the Project.

K. Possession

ii. The Landowners shall continue to remain in possession of the property and the right of the Developer shall be merely to enter into the property as a Licensee of the Landowner for the purpose of carrying out the various works and/or pre-construction activities including measurement, soil testing, survey and accordingly the Owners have already put the Developer in possession of the said property. However, Landowners shall not create any obstruction in the construction and Development work and Landowners shall extend all the necessary co-operation as may be necessary in this

regard. The Parties agree, that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale, under Section 53-A of the Transfer of Property Act, and/or such other applicable law of the time being in force.

L. Powers and Authorities

- i. Power of Attorney for Building Plans Sanction:** The Owners shall grant to the Developer a Power of Attorney for the purpose of getting the Building Plans sanctioned/ revalidated/ modified/ altered by the South Dum Dum Municipality and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings.
- ii. Power of Attorney for Construction and Sale:** The Owners shall also grant to the Developer a Power of Attorney for construction of the New Buildings and booking and sale constructed space pertaining to the Constructed spaces including Developer's Allocation including proportionate land share pertaining to the Flats/Units excluding the Owner's Allocation.
- iii. Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby agrees that any amalgamation and/or extension of the Project shall be undertaken by the Developer only and the Owners , subject to such mutual agreement, assure and undertake to execute, as and when necessary, all papers, documents, plans amalgamation deeds etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions and the Developer shall be allowed to amalgamate the schedule property together with the adjacent lands/contiguous lands/adjunct lands for extension of the Project and/or developing other phases and for the purpose the Developer shall represent the Landowner acting on the basis of the Power of Attorney granted by the owners to the Developer.
- iv. No Obstruction for Addition of Plots:** The Developer shall be entitled to purchase additional plots adjacent to the Said Property or can enter into joint venture agreement for development of any plots adjacent to the Said Property. However, any amalgamation of the same with the Said Property and construction of additional building/buildings therein shall authorise the Developer to Develop them as separate projects and/or Phases of One Single project.

- v. The Owners hereby agree that the Developer shall have full and absolute right without any interference to develop further and other Phases of the Project and /or any other project of the developer and/or its associate/s upon the adjacent land which may either be acquired by the Developer or suitable arrangements with regard thereto may be entered into by the Developer and It shall be independent and a right secured with the developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the developer, the Owners in that event shall raise no objection in any manner whatsoever and shall co-operate with the Developer and the Developer shall every right to open an access for ingress and egress to the adjoining land in future and the Owners has no objection in any manner.
- vi. The Developer and /or any other project of the developer and the Occupiers of units at other phases of other Phases of the project shall have the right to use the approach road and other common areas and facilities comprised the entire project, for which the Owners and/or the Unit Purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection and in any event the Developer shall have a perpetual right of ingress and egress over the project common passages, pathways, internal roads for which the purchasers/Owners shall not raise any objection of whatsoever nature and waives the right to raise any such objection.
- vii. **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all acts under this Agreement. The Developer shall be entitled to assign its right entitlement and authorities under this Development Agreement and shall without any further permission be entitled to execute such documents for the said purpose and the Owners shall not object to the same provided however the Assignee of the Developer shall fulfill all obligations undertaken by the Developer herein towards the Owners.

M. Owners' Consideration

- i. **Owners' Allocation:** The Owners shall be fully and completely entitled **10% of** the total area and shall entitled to receive through Revenue Sharing progressively from the revenue receipts to the maximum extent of Rs.1,45,00,000/- (Rupees One Crore Forty Five Lakhs) only of the Total Sanction Space sanctioned by the South Dum Dum

Municipality plan no. 551 dated 18.08.2022 and to be delivered free of cost to the landowner by the developer as consideration for the construction and for transferring the constructed area including proportionate share of land of the said building receivable by the developer/promoter (collectively known as **Owners' Allocation**) save and except the above mentioned allocation / consideration the owners are not entitled to get/ to claim / or to demand any further revenue / allocation.

N. Advance:

- i. The Developer shall pay as an advance amount of **Rs.5,00,000/- (Rupees Five Lakhs)** only to the Owners and the said advance shall be paid by the Developer which will be repaid by the Owners in terms of this Agreement, by retaining the said sums the said advance amount progressively from revenue receipts (as mentioned above in the Owners allocation) to the Owners thereafter the Developer shall be entitled to deal with the Owners' Allocation and the receipts thereof shall be appropriated by the Developer.

O. Identification Of The Respective Allocations.

- i. Upon issuance of the sanction plan the Landowners and the Developer shall identify, demarcate their respective allocations (if required) on the basis of the agreed sharing ratio. Such identified and demarcated allocations shall be duly recorded in a Supplementary Agreement to be executed between the parties where a copy of the sanctioned plan shall be appended and made a part thereof.
- ii. The super built-up area in respect of all the Units in the Building Complex shall be uniform and be such as be determined by the Architect for the Building Complex.
- iii. The proportionate share in the land comprised in the said properties and in the Common Areas and Installations attributable to any Unit shall be the proportion in which the super built-up area of such Unit bears to the total super built-up area of all the Units in the New Building.

P. Taxes and Outgoings

- i. **Relating to Period Prior to Date of Sanction of Building Plans:** All *municipal* rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of Agreement and till the date of issuance of sanction plan. shall be the liability of the Owners.

- ii. **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, shall be the liability of the Developer.
- iii. **Tax:** The Owners and the Developer shall be liable to bear their respective share of statutory taxes, as applicable.
- iv. **Non-Revenue Charges & Deposits:** The Parties have mutually decided that all extra charges and deposits that the Developer may collect on account of transformer, electrical infrastructure, deposit, maintenance deposit, corpus fund, sinking fund etc. shall not part of the revenue and no amount therefrom shall be required to be shared. The Owners' allocation and revenue arising therefrom shall be calculated on the basis of base price of flat, preferential location charges, floor rise charges and the revenue towards car parking spaces.

Q. Post Completion Maintenance

- i. **Punctual Payment and Mutual Indemnity:** The Unit purchasers shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Unit Purchaser shall keep the Developer 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 unit purchaser.
- ii. **Maintenance:** The Developer shall frame a scheme for the management and administration of the New Buildings and All parties shall abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.
- iii. **Maintenance Charge:** The Developer shall ultimately manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also

be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.

R. Restrictions

- iv. All units in the New Buildings shall be subject to the same restrictions as are applicable to multi-storied Ownership buildings, apartments, intended for common benefit of all occupiers of the New Buildings.

S. Developer's Consideration

- i. **Developer's Allocation:** The Developer shall be fully and completely entitled to the **90% of the Constructed space (save and except the Owners' Allocation as mentioned in clause M point no.i) Together With undivided proportionate share in the land** in the building which shall be done by the Developer acting on the basis of Power of Attorney granted by the Owners to the Developer (collectively known as **Owners' Allocation**). Furtherance upon any extension of the building the owner's allocation is restricted. (save and except the Owners' Allocation as mentioned in clause M point no.i)

T. Obligations of Developer

- i. **Smooth Progress of Development Work:** Subject to the Owners ensuring a continuous good and marketable title of the project land the Developer shall ensure smooth progress of the development work and ensure that all receivables of the Owners are made over to the Owners by the Developer in terms of this agreement.
- ii. **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure such compliance and the landowner shall be under an obligation to provide all documents so as to enable the --Developer to ensure the necessary compliances with regard to the project.
- iii. **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.

- iv. The Developer shall at its own costs demolish the existing dilapidated buildings and the salvage shall belong to the Developer with powers and authority to deal, sell, dispose of the same without the owners claiming any right in respect thereof.
 - v. **Specifications:** The Developer shall construct the New Buildings as per the specifications given in the **2nd Schedule** attached hereto (**Specifications**).
 - vi. **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the South Dum Dum Municipality , at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.
 - vii. **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, GST, works contract tax and other dues shall be paid by the party liable to pay such tax in accordance with law.
 - viii. **Permission for Construction:** Save and except as specifically provided for and obligations undertaken by any of the parties to this agreement specifically It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities.
 - ix. **Periphery demarcation:** The Owners shall always ensure that the project land is butted and bounded at all stages of pre-construction, construction and sale.
 - x. **Amalgamation:** To take all necessary steps to amalgamate the Said Property from the concerned authority and to pay fees, costs and charges for that purpose.
- U. Obligations of Owners**
- i. **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
 - ii. The Owners shall hereby authorised the Developer to appropriate such expenses out of the Owners' revenue/allocation.

- iii. The Owners agree that any settlement /compensation/settlement if required to be done with any third party shall be done out of the Owners' Allocation and if any amount is required to be paid, the Developer shall pay the said amount on behalf of the Landowners but to the account and costs of the Landowner at the first instance and any additional amount shall be treated as refundable security deposit and it is also agreed between the parties that the entire amount paid by the Developer to the Owners as allocation and advance shall be considered as the total receivable by the Owners in consideration of the Owners having agreed to enter into this Agreement.
- iv. **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer in strict adherence to the letters and correspondence exchanged and to be treated in conjunction with this agreement (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- v. **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation, including original/certified copies of title documents and information relating to the Said Property as may be required by the Developer from time to time, during the term of this Agreement. All Original of title and other relevant documents shall remain in possession of the Developer from the date of execution of this agreement.
- vi. **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any unlawful act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement, save and except the Developer not performing its obligations and functions properly.
- vii. **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Buildings unless there is any dispute arises regarding the quality of construction.
- viii. **No Dealing with Said Property:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof, save in the manner envisaged by this Agreement.
- ix. **Records of Rights:** The Owners shall take all necessary measures to maintain all their names in the records of the South Dum Dum Municipality and BL&LRO.

V. Indemnity

- i. **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability which may be suffered by the Owners in relation to the construction of the New Buildings or violation of any permission, rules regulations or bye-laws.
- ii. **By the Owners:-** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect and the indemnity shall include repayment of all amounts given as advance and construction costs and /or any additional expenses incurred by the Developer with interest and damages thereon.
- iii. In course of execution of the arrangement herein contained, in case the parties find any difficulty, **inconvenience** or limitation in carrying out the terms herein, the parties shall discuss and resolve the same and will be at liberty to suitably modify or alter the arrangement subject to the condition that no such modification or alteration shall be binding unless the same is in writing and is signed by both the parties.

W. Miscellaneous

- i. **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- ii. **Title Certification:** The Owners and each one of them certify the clear and marketable title of the land however as a condition precedent to title certification, the Owners shall fully co-operate and produce all relevant papers and documents for the satisfaction of the Developer's advocate as and when required including fulfilling requisitions on title any time so required.
- iii. **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- iv. **Transaction Documentation:** The Advocate of the Developer shall draw all further documents pertaining to the future transaction of the Project, as has been mutually decided by the Owners and Developer herein.

- v. On completion of the proposed building and after obtaining possession of the owner's allocation, the owner and Developer agreed to sign, execute and register of the Deed/conveyance of the intending buyer instruments and writings as may be necessary and expedite for the purpose of transfer of sale of the developer's allocation.
- vi. **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- vii. **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- viii. **No Partnership:** The Owners and the Developer have entered into this Agreement on principal-to-principal 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.
- ix. **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- x. **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings 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 Owners. Further, various applications and other documents (except any signature regarding mortgage of Owners' Allocation in the Said Property) may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake 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 Owners in terms of this Agreement.
- xi. **Mortgage:** The developer shall be and is hereby permitted to mortgage the revenue attributable to the Developers/Builders' Allocation in the Subject Property with any bank,

financial institution or other lending entity and raise finance therefrom by deposit of title deeds of the Subject Property (equitable mortgage) or by executing simple mortgage deed or creating English mortgage, to secure project finance required by the Developers/Builders and further to execute any further document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of title deeds, deliver the title deeds and to receive back the title deeds and further to acknowledge the debt and security in terms of Sections 18 and 19 of Limitation Act, provided always such borrowing of finance and mortgage shall be deemed in respect of the Developers'/Builders' revenue.

- xii. **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or 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 Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners 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.
- xiii. **Name of New Buildings:** The name of the New Buildings shall be decided by the Developer
- xiv. **Right of the Developer:** All amounts paid by the Developer to the Owners shall have a proportionate charge on the Owners's Allocation portion of the Project to be developed on the Said Property till completion of the Project.
- xv. **Supervision:** The Developers shall be entitled to engage professionals to supervise the development of the New Building.
- xvi. **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- xvii. **Defaults:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.

- xviii. **Force Majeure: Circumstances Of Force Majeure:-** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) Acts of God, (2) Acts of Nature, (3) Acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (other than any matter relating to title and/or arising out of title related defects) (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (15) Epidemic, Pandemic (collectively **Circumstances Of Force Majeure**).
- xix. **Entire Agreement: Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.
- xx. **Documents & Documentation: Originals:** The original of this Agreement shall be retained by the Developer and the Owners will keep a photocopies of the same.
- xxi. **Transaction Documentation:** The advocate of the Developer has drawn this Development Agreement and shall draw all further documents (including standard agreements and conveyances) pertaining to the future transaction of the Project, with liberty to the Owners to seek reasonable clarifications.
- xxii. **Severance (a) Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and accordingly the allocations of the Owners shall be revised to the extent, in case there is a reduction in the total developable land in the Project due to any reason whatsoever including recording of the land in the statutory records, as required in law for development of a real estate Project. When any provision is

so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties. In case the Schedule Property is not available for development due to any reason whatsoever, in such case the land which shall be available for development shall be treated as the Project land and the Developer shall raise the Project thereon and this Development Agreement and the Power of Attorney shall remain valid in respect of the said land as may be available for development.

- xxiii. **Amendment/Modification: Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- xxiv. **Notice: Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above-mentioned addresses of the Parties as well as through e-mail and WhatsApp provided by the parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owners s. All the parties to this agreement shall exchange their active mobile number with WhatsApp facility and e-mail address to facilitate easy communication and day-to-day assistance.
- xxv. **Arbitration: Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

- xxvi. **Jurisdiction: Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Property and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.
- xxvii. **Rules of Interpretation: Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.
- xxviii. **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- xxix. **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- xxx. **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- xxxi. **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- xxxii. **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- xxxiii. **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule

(The Said Property)

ALL THAT piece and parcel of land admeasuring **8 Cottah 6 Chittack** more or less lying and situate at **Mouza** → **Satgachi**, comprised in Dag No.2733 (Hal), 846 (Sabek) pertaining to Dag No.855, L.R. Dag no. 2154 appertaining to Khatian Nos., 374,L.R. Khatian no.2012, J.L. No.20, R.S. No.154, Touzi No.169,ward no.25, within the jurisdiction of **South Dum Dum Municipality** being Municipal Holding No.404,Kabi Nabin Sen Road,Kolkata-700028,Police Station- Dum Dum, Sub Registration office –Cossipore Dum Dum, District -**24 Parganas**, butted and bounded by:

Jaydeep Roy

Sutapa Roy
Tamada Roy

On the North: House of Nitai Das and Ganguly

On the South: Multistoried Building

On the East: Municipal Road

On the West: Land of Golden Factory

2nd Schedule

(Specifications for Construction)

1. STRUCTURE: Building designed with R.C.C. Frame structure which rest on individual column, tie beam , roof & beam, lintel, one loft per flat will be provided, design approved by the competent authority along with Pilling.
2. EXTERNAL WALL: 8" thick brick wall and weather coat paint with water proof compound.
3. INTERNAL WALL: 5" thick brick wall and plastered with cement moter PUTTY finish.
4. FLOORING: Flooring is vitrified tiles (all bed rooms, drawings, dining space, and verandah).
5. BATHROOM: Bath room fitted up to 6' ft height with white glazed tiles of standard brand and antiskid floor tiles.
6. KITCHEN: Cooking platform, Stainless Steel sink, Glazed tiles upto a height of 3' above the cooking platform .
7. TOILET: Concealed pipeline with hot and cold water line. Glazed tiles up to a door height. CP bath fittings, sanitary fittings , PVC cisterns of reputed make with ISI mark, Antiskid floor tiles.
8. DOORS : All doors are good quality wooden frame and flush door. Main entrance door decorative laminated door .
9. WINDOWS : Aluminium sliding Window with glass panels.
10. WATER SUPPLY : Water supply round the clock is assured for which necessary deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with two bib cok, one shower in toilets all fittings are standard quality.
12. LIFT FACILITY : five passenger lift of reputed brand or equivalent.
13. ELECTRICAL : Full concealed wiring with modular switches conduit. Adequate light and power points.
14. EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

Signature

In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above

SIGNED SEALED AND DELIVERED

by the Owners at Kolkata

in the presence of:

1. Anuridya Saha,
1/6, RAFI AHMED KIDWAI RD.
KOLKATA-55

Sutapa Roy
SUTAPA ROY

Dibyendu Roy
DIBYENDU ROY

2. S. Samanta
10, Old Post Office
Street, KOL-1.

Tanuka Roy
TANUKA ROY

SIGNATURE OF THE OWNERS

SIGNED SEALED AND DELIVERED

by the Owners at Kolkata

in the presence of:

1. Anuridya Saha,

For Samridhi Developers Pvt. Ltd.

Jayachandra Roy
Authorised Signatory

.....
.(DEVELOPER)

2. S. Samanta

Drafted by me

Arup Kumar Dey

Arup Kumar Dey

Advocate

High Court, Calcutta

Enroll No.-WB/1515/03

RECEIPT

RECEIVED from the within named Purchaser the within mentioned sum of **Rs.5,00,000/- (Rupees Five Lakh) only** by way of total consideration money as per Memo Below:

Date	Cheque No.	BANK	AMOUNT (inRs.)
14.12.2022	918322	PNB	5,00,000/-
		TOTAL	Rs.5,00,000/-

(Rupees Five Lakh) only.

WITNESSES

1. *Anindya Saha*

Sutapa Roy
SUTAPA ROY

Dibyendu Roy
DIBYENDU ROY

2. *S. Samanta*

Samanta Roy
TANUKA ROY

SIGNATURE OF THE OWNERS

SPECIMEN FORM FOR TEN FINGERS PRINT



Sutapa Roy

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



Tandra Roy

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



Dibyendu Roy

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



Joyaltee Roy

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

Major Information of the Deed

Deed No :	I-1904-20696/2022	Date of Registration	23/12/2022
Query No / Year	1904-2003441592/2022	Office where deed is registered	
Query Date	06/12/2022 12:05:03 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUBHENDU PAUL 10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8420564386, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,13,06,251/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 5,105/- (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:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Kabi Nabin Sen Road, Mouza: Satgachi, , Ward No: 25, Holding No:404 JI No: 20, Pin Code : 700028

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2154 (RS :-)	LR-2012	Bastu	Bastu	8 Katha 6 Chatak		1,13,06,251/-	Property is on Road
Grand Total :					13.8188Dec	0 /-	113,06,251 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mrs SUTAPA ROY Daughter of Late DILIP KUMAR ROY 26/1, GORAKSHABASI ROAD, City:- , P.O:- DUM DUM PS NOW NAGERBAZAR, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ARxxxxx8C, Aadhaar No: 30xxxxxxx5545, Status :Individual, Executed by: Self, Date of Execution: 14/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Pvt. Residence

2	<p>Mrs TANUKA ROY Daughter of Late DILIP KUMAR ROY 23, RAFI AHMED KIDWAI ROAD, City:- , P.O:- BANGUR PS NOW NAGERBAZAR, P.S:-Lake Town, District:-North24-Parganas, West Bengal, India, PIN:- 700055 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AMxxxxxx8D, Aadhaar No: 97xxxxxxx5303, Status :Individual, Executed by: Self, Date of Execution: 14/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Pvt. Residence</p>
3	<p>Mr DIBYENDU ROY Son of Late DILIP KUMAR ROY 23, RAFI AHMED KIDWAI ROAD, City:- , P.O:- BANGUR PS NOW NAGERBAZAR, P.S:-Lake Town, District:-North24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx6B, Aadhaar No: 61xxxxxxx7213, Status :Individual, Executed by: Self, Date of Execution: 14/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Pvt. Residence</p>

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>SAMRIDDI DEVELOPERS PRIVATE LIMITED 9/12, LAL BAZAR STREET, Block/Sector: C, City:- , P.O:- LAL BAZAR, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx8R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Mrs JAYATHEE ROY (Presentant) Wife of Mr INDRAJIT ROY 50, GORAKSHABASI ROAD, City:- , P.O:- DUM DUM, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx5L, Aadhaar No: 52xxxxxxx5454 Status : Representative, Representative of : SAMRIDDI DEVELOPERS PRIVATE LIMITED (as AUTHORISED SIGNATORY)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr ANINDYA SAHA Son of Mr AMALENDU SAHA 1/6, R A K ROAD, City:- , P.O:- BANGUR AVENUE, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055</p>			
Identifier Of Mrs SUTAPA ROY, Mrs TANUKA ROY, Mr DIBYENDU ROY, Mrs JAYATHEE ROY			

Transfer of property for L1 :

SI.No	From	To. with area (Name-Area)
1	Mrs SUTAPA ROY	SAMRIDDI DEVELOPERS PRIVATE LIMITED-4.60625 Dec
2	Mrs TANUKA ROY	SAMRIDDI DEVELOPERS PRIVATE LIMITED-4.60625 Dec
3	Mr DIBYENDU ROY	SAMRIDDI DEVELOPERS PRIVATE LIMITED-4.60625 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Kabi Nabin Sen Road, Mouza: Satgachi, , Ward No: 25, Holding No:404 JI No: 20, Pin Code : 700028

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2154, LR Khatian No:- 2012	Owner:दिलीप कुमर राय, Gurdian:दीनेश चन्द्र राय, Address:निज , Classification:डॉग्रा, Area:0.13300000 Acre,	Mrs SUTAPA ROY

On 14-12-2022

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

Presented for registration at 23:45 hrs on 14-12-2022, at the Private residence by Mrs JAYATHEE ROY ,

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 1,13,06,251/-

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

Execution is admitted on 14/12/2022 by 1. Mrs SUTAPA ROY, Daughter of Late DILIP KUMAR ROY, 26/1, GORAKSHABASI ROAD, P.O: DUM DUM PS NOW NAGERBAZAR, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession House wife, 2. Mrs TANUKA ROY, Daughter of Late DILIP KUMAR ROY, 23, RAFI AHMED KIDWAI ROAD, P.O: BANGUR PS NOW NAGERBAZAR, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession House wife, 3. Mr DIBYENDU ROY, Son of Late DILIP KUMAR ROY, 23, RAFI AHMED KIDWAI ROAD, P.O: BANGUR PS NOW NAGERBAZAR, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Business

Indetified by Mr ANINDYA SAHA, , , Son of Mr AMALENDU SAHA, 1/6, R A K ROAD, P.O: BANGUR AVENUE, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by profession Others

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

Execution is admitted on 14-12-2022 by Mrs JAYATHEE ROY, AUTHORISED SIGNATORY, SAMRIDDHI DEVELOPERS PRIVATE LIMITED, 9/12, LAL BAZAR STREET, Block/Sector: C, City:- , P.O:- LAL BAZAR, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr ANINDYA SAHA, , , Son of Mr AMALENDU SAHA, 1/6, R A K ROAD, P.O: BANGUR AVENUE, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by profession Others

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 23-12-2022

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,105.00/- (B = Rs 5,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/12/2022 6:51AM with Govt. Ref. No: 192022230213901701 on 13-12-2022, Amount Rs: 5,021/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 5102666305 on 13-12-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 153773, Amount: Rs.5,000.00/-, Date of Purchase: 13/12/2022, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/12/2022 6:51AM with Govt. Ref. No: 192022230213901701 on 13-12-2022, Amount Rs: 15,021/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 5102666305 on 13-12-2022, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 1904-2022, Page from 1180160 to 1180199
being No 190420696 for the year 2022.**



mm

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.12.27 12:16:10 +05:30
Reason: Digital Signing of Deed.

**(Mohul Mukhopadhyay) 2022/12/27 12:16:10 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.**

(This document is digitally signed.)