

S/L No. 4854/21

J-4789/24

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 024367

NO. 2-2613170/2024

10:07 A.M

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 4th day of October.....2024

BETWEEN

1). **SRI. SUBRATA SARKAR, PAN- DJKPS6588B, Aadhaar No. - 4930 1700 7221, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation Service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin - 712202, 2). SRI. DEBABRATA SARKAR, PAN- MMGPS8006N, Aadhaar No. - 9941 3983 2345, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin - 712202, 3). SRI. PRIYABRATA SARKAR, PAN- EIIPS8397J, Aadhaar No. - 9841 8176 6754, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin - 712202,**

Certified that the Signature Sheet And the Endorsement Sheet Also the stamp are parts of this Deed.

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Add. Dist Sub-Regional
SERAMPORE HOOGHLY

04 OCT 2024

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সন - ২০২৪/২৬ মেম্বারশ্বত

ক্রোতার নাম সুব্রত অরকার

সাং কামতুয়া, শ্রীলক্ষ্মপুর, হুগলী

মূল্য ৫০০০ টাকা
স্ট্যাম্প ভেডার

শ্রী অনিমেষ রক্ষিত

সাং শ্রীরামপুর হুগলী

[Handwritten signature]



Addl. Dist Sub-Registrar
SERAMPORE, HOOGHLY

04 OCT 2024

(2)

4). **SRI. SUBHENDU SARKAR, PAN- EILPS7019L, Aadhaar No. - 4510 0353 3707**, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation Business, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin - 712202, 5). **SRI. SOMNATH BHARATI, PAN - AFQPB6932F, Aadhaar No. - 8033 1508 2686**, S/o. Lakshmi Narayan Bharati, by faith - Hindu, by occupation - Self-employed, by nationality - Indian, residing at Ghoramara(P), P.O. - Mallickpara, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712203, 6). **SRI. BISWANATH BHARATI, PAN - AKGPB6788E, Aadhaar No. - 4807 9934 8236**, S/o. Lakshmi Narayan Bharati, by faith - Hindu, by occupation - Self-employed, by nationality - Indian, residing at Ghoramara(P), P.O. - Mallickpara, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712203, 7). **SMT. ANITA CHOWDHURY, PAN - BZMPC0178F, Aadhaar No. - 8591 7484 4355**, D/o. Lakshmi Narayan Bharati, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Ghoramara(P), P.O. - Mallickpara, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712203, herein after referred to as the **"OWNER"** (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their successors, successors-in-office and assigns) of the **FIRST PART**.

AND

ONEX REAL ESTATES, PAN - AAGFO6134P, a partnership firm having its office at 68, Bhagirathi Lane, P.O.:- Mahesh, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712202, represented by Partners , 1). **SRI. JOY NATH, PAN- AUZPN1350R**, S/o Sri Manick Chandra Nath, by faith Hindu, by Nationality Indian, By occupation Business, residing at 8A, Satish Chandra Ghosh Lane, P.O Mahesh, P.S Serampore Hooghly 712202, 2). **SRI. SOUNAK CHAKRABORTY, PAN - AWBPC3199B**, S/o.

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(3)

Sri. Prakash Chakraborty, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 53/5, Bhagirathi Lane, P.O. - Mahesh, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712202, herein after referred to as the **"DEVELOPERS"** (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office and assigns) of the **SECOND PART.**

WHEREAS ALL THAT piece and parcel of Land measuring an area 0.573 acre or 34 Cottah 10 Chittacks 30 sq.ft lying and situated at Mouza - Mahesh, J.L. No. 15 comprised in R.S. Dag No. 3522 under R.S. Khatian No. 7875 corresponding to L.R. Dag No. 10801 under L.R. Khatian No. 7943 being Municipal Holding No. 16 Sital Sarkar Lane within the ambit of Serampore Municipality under P.S. and A.D.S.R - Serampore, Dist. - Hooghly which more-fully described in the 'A' schedule hereunder is the subject matter of this agreement.

AND WHEREAS the 'A' schedule property together with other properties was owned and possessed by Satyendranath Sarkar, Gyanendranath Sarkar, Dhirendranath Sarkar and Birendranath Sarkar all are son of Late Nibanran Chandra Sarkar who all had jointly acquired the 'A' schedule property together with other property from Smt. Sailobala Dasi by virtue of one registered deed of kobala vide no. 3622 for the year 1930 and on the same date i.e. on 28th October 1930 said Satyendranath Sarkar and others jointly settled their property in favour of Lilabati Dasi W/o. Satyendranath Sarkar, Lilabati Dasi W/o. Gyanendranath Sarkar, Jyotirmoyee Dasi W/o. Dherandranath Sarkar and Charubala Dasi W/o. Birendranath Das by virtue of one registered deed of settlement vide no. 3550 for the year 1930.

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AND WHEREAS said Lilabati Dasi and others while owing and possessing the aforesaid property they mutually partitioned their aforesaid property and in such manner said Lilabati Das W/o. Gyanendranath Sarkar had got the 'A' schedule property.

AND WHEREAS said Lilabati Dasi died leaving her only son Saroj Kumar Sarkar and by way of law of inheritance said Saroj Kumar Srakar had become the absolute owner cum possessor of the 'A' schedule property and also mutated his name before L.R. settlement record and also before Serampore Municipality and had been possessing the 'A' schedule property.

AND WHEREAS said Saroj Kumar Sarkar while owing and possessing the 'A' schedule property died in-tested leaving behind his four sons namely Subrata Sarkar, Debabrata Sarkar, Priyobrata Sarkar and Subhendu Sarkar and two daughters namely Arati Sarkar and Gita Bharati all had became joint owners of the 'A' schedule property having their 1/6th share each and thereafter said Arati Sarkar died on 31.10.2021 as unmarried and her living brothers and sister who have inherited the 1/6th share of their sister Arati Sarkar. Be it further mention here that said Gita Bharati has died on 28.04.2022 living behind her two sons namely Somnath Bharati and Biswanath Bharati and only daughter Anita Chowdhury and in such manner all the aforesaid persons become the joint owners of the aforesaid 'A' schedule property.

AND WHEREAS due to urgent need of money the present Land Owners want to commercially exploit the said property by construction of a multi storied building upon the said land more fully and particularly mentioned in the schedule given below, subject to approval of building plan to be sanctioned by the local Municipality.

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AND WHEREAS the owners herein decided to appoint Developers namely "**ONEX REAL ESTATES**" a partnership firm having its registered office at 68, Bhagirathi Lane, Serampore Hooghly to start and complete the project entirely. Be it mentioned here that said Partnership Firm namely "**ONEX REAL ESTATES**" initially formed by Soumen Banik and Joy Nath on 09.08.2019 but thereafter one of the partner namely Soumen Banik retired from the said partnership firm and to that effect one Deed of Retirement of Partnership has been executed and registered on 19.09.2020, registered in Book No. IV vide Deed No. 123 of 2020 and thereafter new partner namely Sounak Chakraborty has been added as partner by way of one registered deed of admission of new partner which was duly registered before A.D.S.R. Office Serampore on 12.11.2020 registered in Book No. IV, vide Deed No. 149, for the year 2020.

AND WHEREAS the present land owners have approached their desires to the developers herein and the developers also agreed to develop the said property by constructing a multi - storied building upon the said property of the land owners on the terms, conditions, consideration mentioned hereunder :-

1. The owners do hereby grant authorize and empower the Developers to construct a multi - storied building on the said 'A' Schedule property so to be sanctioned the building plan or plans by the Local Municipality at the costs and expenses of and all other related works in connection with the construction of said proposed multi storied building by the developers and for the aforesaid purpose the owner shall deliver full vacant possession of the said 'A' Schedule property along with the existing building thereon to the Developers on or before the time of sanction of the Building Plan so to be sanctioned by the local Municipality as and when required by the Developers and also handover

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the Original Deeds and all documents related thereto unto the Developers simultaneously with the execution of the Agreement and these documents will remain in custody and possession of the Developers.

2. The Developers shall obtain the sanctioned plan or plans including modified, if necessary for construction of said proposed building on the said 'A' Schedule property at its own costs and in that connection the Land Owners will sign on all the plans and all applications as required for getting the plan to be sanctioned and / or modified from the appropriate authority.

3. That the Developers shall provide the Land Owners the following Residential Flats in the proposed multi storied building :-

That the Developers after completion of building over the 'A' schedule property the owners shall get total area of **30% (including 25% super built up area)** as per building sanction plan in 'A' Schedule mentioned Property and the owners shall also jointly get an amount of **Rs. 35,00,000/- (Rupees Thirty Five Lakhs)** only as security deposit ~~(which is adjustable and~~ refundable and the owners shall refund the said amount to the developers when the owners shall get their allocated portion of the building to be made over the 'A' Schedule proper. The remaining portion of the built up area of multi storied building shall be exclusively belonged to the developers, together with proportionate share on the 'A' Schedule property including common areas and facilities thereof along with the right to convey and transfer the same to any intending Purchaser or

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Purchasers at any consideration as the Developers may deem fit and proper. However immediately upon obtaining vacant possession of the said premises from the owners.

4. The Developers shall complete the construction of the said multistoried building within **48 (Forty Eight) months** from the date of sanction building plan of the proposed building. But the Developers shall not be liable for any obligation hereunder due to be prevented by the existence of the force majeure conditions such as floor earth - quake, riot, war, storm, tempest civil commotion strike and / or any other act or commission beyond the control of the Developers. That after completion of the said multistoried building construction the Developers will hand over the owner's allocation within **48 (Forty Eight) months** from the date of sanction building plan.

6. The Developers shall pay the Municipal Tax and other Government rents and taxes from the date of handing over possession by the owners. It is made clear that if any amount is due and payable to any authority by the owners on account of the said constructed property upto the date of Agreement the

Developers shall be bound to pay the said outstanding dues. So long the owners possessed on the same, they will bear the electricity charges and during the courses of construction if any discrepancy amongst the local people or from any cause shall arise the Developers shall take necessary steps for so being the same and in that case the owners shall extend all sorts of co - operation.

7. All other flats / garages / shop rooms (except the Land Owner's allocation) of the proposed multi-storied building to be constructed by the Developers at present and in future as provided in this Agreement shall be settled by the Developers of the prospective buyer at any consideration

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or price shall be at the sole discretion of the Developers in which the owners shall not be able to interfere and / or claim in any manner whatsoever.

8. The Developers shall be at liberty to negotiate for sale / lease / mortgage / transfer or in any manner of the Developers allocated area with any prospective buyer / purchaser or buyers / Purchasers before or in course of construction or after the construction together with proportionate share of land on which the said multi storied building will be constructed at such consideration and on such terms and conditions and with such person or persons as the Developers shall think fit and proper. It is clearly agreed and declare that consideration money for such transfers as aforesaid including earnest money or initial payments or part payments or full payment shall be received by Developers for entire areas and the owners shall never claim any portion of Developers allocation except the land owner's allocation there for as described in the 'C' Schedule written herein under.

9. The Developers shall be entitled to enter into and sign and execute all agreement and documents as may be required for the purpose of sale / transfer for developer's allocation of the proposed multi-storied building including flats / shops / garage / or apartment on such consideration as the Developers shall think fit and proper with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claims or interest therein whatsoever of the Land Owners and shall not in any way interfere with or disturb the peaceful possession of the developers allocation.

10. That both the parties can cancel this agreement only in mutual consent only.

11. The Developers shall at its own costs, construct, erect and complete the said multi storied building on the 'A' Schedule property in accordance with the sanctioned plan.

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12. The Developers shall be at sole liberty to engage various professionals like legal adviser, architect, R.C.C. consultants and / or construction whatsoever at their choice who shall take steps on behalf of the Developers from time to time but the owners have no right to engage anybody as their choice.

13. The Developers shall be authorized by the Land Owner's in so far as is necessary to apply for and obtain and permanent connection of telephone electricity, drainage sewerage and / or other facilities if any available to the new building sanction plan from Local Municipality required Power of Attorney & the Owners shall execute in favour of the Developers and other papers and documents as shall be required by the Developers.

14. All cost charges and expenses including Architect fees shall be discharged and paid by the Developers and the owners shall have no liability, responsibility in this context to the architect in any manner whatsoever.

15. The owners shall not do any act, deed or thing whereby the developers may be prevented from construction and completion of the said building in time and as sale of flats, units etc. to the intending purchaser / purchasers on such terms and conditions as the Developers may deem fit and proper.

16. It is made clear that the owner along with their legal heir and legal successors, shall remain bound to execute all Agreement for sale or sale deed concerning the allocation of the Developers.

17. Neither party shall use nor permit the area of the respective allocation in the building nor any portion thereof for carrying of any obnoxious, illegal and immoral trade or active or use thereof for any purpose which may use hazard to the other occupiers of the building.

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18. Both parties shall abide by laws, bye – laws, rules and regulations of the Government, statutory bodies and / or local bodies as the case may be and shall attend to answer and the responsibility for any deviation, violation and / or breach of any of the said laws, bye – laws and regulations.

19. Save & except those are described hereinabove all dispute and differences arising out of this Agreement shall be referred for adjudication to two Arbitrators on to be appointed by each party hereto and the award / decision of the both arbitrators shall be final and binding upon both the parties.

20. The developers will have full right on the salvage materials obtained by demolishing the present structure on the 'A' Schedule and he may sell it to any other party. But the developers cannot mortgage the 'A' schedule property to any other place.

21. That the Developers will be liable to pay all electric charges for using the present electric connection from the date of taking vacant possession of the said 'A' schedule property from the owners.

22. That the Land Owners shall do or execute or cause to be done or execute all such further deeds matters and things not herein specified as may be required to be done by the Developers and for which the Developers may need the authority of the owners, including any such additional power of attorney and / or authorization as may be required for the purpose.

23. Any notice required to be given by the Developers to the land owners shall without prejudice to any other mode of service available be deemed to have served or delivered by hand and duly acknowledged or sent by pre – paid registered post, with acknowledgement due to the last known or recorded to address of the owners.

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24. That the owners will never become liable for any casualties of the workers during the course of the construction, and the Developers will remain absolute liable for the same.

25. There is no existing agreement regarding the development of the said plot of land and that all other arrangement, if any prior to this agreement have been cancelled by this agreement.

26. That the Developers shall have to pay **Rs. 35,00,000/- (Rupees Thirty Five Lakhs)** only as security deposit which ~~is adjustable~~ and refundable and the owners shall refund the said amount to the developers when owner shall get their allocated portion .

27. That the Developers shall complete the owners allocated portion as well as the developers allocated portion simultaneously in the due course to time.

28. That in the event of un - divided and un demarcated property or the property is amalgamated with the other property entire over which the building would be built up, or the 'A' schedule Property the Land Owners allocated portion shall be treated as joint property among the land owners, and the land owners shall have to partition their share by a registered partition Deed to become the owner of the separate within the building to be built up by this agreement.

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

ARTICLE - I

DEFINITIONS

In this agreement the following terms, unless which contrary to the context mean and include the follows :

1.1 Said Property / Existing Building ALL THAT piece and parcel of Land measuring an area 0.573 acre or 34 Cottah 10 Chittacks 30 sq.ft lying and situated at Mouza - Mahesh, J.L. No. 15 comprised in R.S. Dag No. 3522

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under R.S. Khatian No. 7875 corresponding to L.R. Dag No. 10801, under L.R. Khatian No. 7943 being Municipal Holding No. 16 Sital Sarkar Lane within the ambit of Serampore Municipality under P.S. and A.D.S.R - Serampore, Dist. - Hooghly, at the said property as fully mentioned and described in the 'A' schedule hereunder written.

1.2 Owners:-shall mean 1). **SRI. SUBRATA SARKAR, PAN-DJKPS6588B, Aadhaar No. - 4930 1700 7221**, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation Service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin - 712202, 2). **SRI. DEBABRATA SARKAR, PAN- MMGPS8006N, Aadhaar No. - 9941 3983 2345**, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation Service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin - 712202, 3). **SRI. PRIYABRATA SARKAR, PAN- EIIPS8397J, Aadhaar No. - 9841 8176 6754**, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation Service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin - 712202, 4). **SRI. SUBHENDU SARKAR, PAN- EILPS7019L, Aadhaar No. - 4510 0353 3707**, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation Service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin - 712202, 5). **SRI. SOMNATH BHARATI, PAN - AFQPB6932F, Aadhaar No. - 8033 1508 2686**, S/o. Lakshmi Narayan Bharati, by faith - Hindu, by occupation - Self employed, by nationality - Indian, residing at Ghoramara(P), P.O. - Mallickpara, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712203, 6). **SRI. BISWANATH BHARATI, PAN - AKGPB6788E, Aadhaar No. - 4807 9934 8236**, S/o. Lakshmi Narayan Bharati, by faith - Hindu, by occupation - Self employed, by nationality - Indian, residing at Ghoramara(P), P.O. - Mallickpara, P.S. -

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Serampore, Dist - Hooghly, (W.B.), Pin - 712203, 7). **SMT. ANITA CHOWDHURY, PAN - BZMPC0178F, Aadhaar No. - 8591 7484 4355,** D/o. Lakshmi Narayan Bharati, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Ghoramara(P), P.O. - Mallickpara, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712203.

1.3 Developers:- ONEX REAL ESTATES, PAN - AAGFO6134P, a partnership firm having its office at 68, Bhagirathi Lane, P.O.:- Mahesh, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712202, represented by Partners, 1). **SRI. JOY NATH, PAN- AUZPN1350R,** S/o Sri Manick Chandra Nath, by faith Hindu, by Nationality Indian, By occupation Business, residing at 8A, Satish Chandra Ghosh Lane, P.O Mahesh, P.S Serampore Hooghly 712202, 2). **SRI. SOUNAK CHAKRABORTY, PAN - AWBPC3199B,** S/o. Sri. Prakash Chakraborty, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 53/5, Bhagirathi Lane, P.O. - Mahesh, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712202, herein after referred to as the **"DEVELOPERS"** (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office and assigns)

1.4 Title Deeds Shall mean all the original certified copies of the documents of title relating to the said premises shall be handed over to the Developers at the time of execution of this Agreement acknowledging the receipts of it.

1.5 Premises shall mean **ALL THAT** piece and parcel of Land measuring an area 0.573 acre or 34 Cottah 10 Chittacks 30 sq.ft lying and situated at Mouza - Mahesh, J.L. No. 15 comprised in R.S. Dag No. 3522 under R.S. Khatian No. 7875 corresponding to L.R. Dag No. 10801 under L.R. Khatian No. 7943 being Municipal Holding No. 16 Sital Sarkar Lane within the ambit of Serampore Municipality

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under P.S. and A.D.S.R – Serampore, Dist. – Hooghly, together with all rights and easement facilities and amenities annexed thereto morefully and particularly mentioned and described in 'A' schedule.

1.6 Building shall mean the proposed building to be constructed or up to any storey or storey's to be constructed on the said plot of land in accordance with the sanctioned plan which will be sanctioned by the authority of Serampore Municipality.

1.7 Saleable Space shall mean units / floors / flats / Car Parking space / spaces in the building available for independent use and occupation of the making due provision for common facilities and the space required thereof.

1.8 Architect shall mean such person or persons or firm or firms to be entrusted and / or appointed or nominated by the Developers for both designing and sanction of the building plan upon the land of the said premises as aforesaid.

1.9 Building Plan shall mean such plan to be prepared by the Architect for the construction of the building consulting with the owner and the Developers and to be sanctioned by the Serampore Municipality and / or any other competent authority as the case may be.

1.10 Unit shall mean include the flat / shops / garage etc. with proportionate share of land in the said premises and common space in the said premises.

1.11 Build up Area shall mean and include the covered area of flat, external and internal walls, stair and stairs landing and columns, as specified in the plan sanctioned by the Serampore Municipal Corporation.

1.12 Transferor shall mean the owners and the developers who

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intends to sell in respect of their allocation units / floor / flats / car parking space / spaces allotted to them respectively, to the intending buyer / buyers together with undivided proportionate share of the land and right to use the common space in proposed multi - storied building.

1.13 Transferee shall mean the person Firm, Limited Company or on association or persons to whom units / floor / flats / car parking space / spaces in the building shall be transferred.

1.14 Common Portions shall mean the common installation in the building for common use and utility i.e. plumbing, electrical wiring, drainage and other installations fittings, fixtures and machineries which are not exclusive for any portion / flat and which are specified as common by the Developers.

1.15 "Owners Allocation" shall means after completion of building over the 'A' schedule property shall get total area of **30% (Including 25% super built up area)** as per building sanctioned plan and together with proportionate undivided share land of 'A' schedule property including right to use common portion / passage attached with the building and owners shall also get a sum of **Rs. 35,00,000 (Rupees Thirty Five Lacks)** only from Developers as security deposit which is ~~adjustable~~ and refundable particularly mentioned in the "B" schedule hereunder written.

1.16 "Developers Allocation" shall mean rest and balance constructed area of the total constructed area in the new building to be constructed over the 'A' schedule of property along with undivided proportionate share of the land with all common areas and facilities excluding the owners allocated area, particularly mentioned in the "C" schedule hereunder written.

1.17 Common Facilities and Amenities shall mean and include corridors, staircase, stair - ways of all sides including middle portion open space / ways, water pump, overhead tank, chamber, water reservoir, privy, lift well, lift with assessors motor and right to use of the roof by the flat purchasers for installation of overhead tank or any daily

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necessary purpose and such other facilities which may be mutually agreed in and between the parties and required for the location, free enjoyment maintenance up keep and / or proper management of the building and land thereon whereas the ownership of roof shall belong to Developers.

1.18 Common Area shall mean the area of the lobbies, stair case, landing, open space, outer wall of the newly constructed building other portions of the building intended or required for ingress to and egress from any portion / flat or for providing free access to such portions / flat for the use of the owner of the flats / shops / rooms i.e. place for installation of electric meters, water pump, overhead tank, underground floor tank etc. as per sanctioned building plan or plans.

1.19 Roof Terrace shall mean the ultimate roof over the proposed building under section 3(d)(2) of the West Bengal Apartment Ownership Act, 1972.

1.20 It is intended and agreed by the parties hereto that this agreement shall be a complete record of the agreement between the parties regarding the subject matter hereof and in negotiation before the execution of these presents.

ARTICLE - II

COMMENCEMENT & COMPLETION OF PROJECT

2.1 This agreement shall come into effect automatically and immediately on execution of these presents by and between the parties hereto.

2.2 The construction of new building on the land of the said premises as described in the 'A' schedule hereunder shall be completed by the Developers within **48 (Forty Eight) months** from the date of building sanction plan subject to force majeure like flood, earth quake, riot, war, war storm, tempest, civil commotion, strike,

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look and labour unrest and or any other acts or commission and also no availability of essential materials like cement, steel etc, which beyond the control of the Developers.

2.3 As soon as the proposed building will be completed, the Developers shall issue written notice to the Land Owners, requesting him to take physical possession of their respective allocation and after received of such notice the Land Owners shall take physical possession thereof and the Developers also provide the possession letter to the Land Owners, at all times thereafter the Land Owners shall exclusively be responsible for payment of all Municipal taxes and other public outgoing and impositions whatsoever in respect of their Owners Allocation.

ARTICLE - III

OWNER'S REPRESENTATION RIGHT AND OBLIGATION

3.1 The first part hereof are the Land Owners of the 'A' schedule property and have agreed to make over and deliver to the Developers the vacant khas peaceful possession of the said land to construction of new building.

3.2 The Land Owners do hereby nominate, constitute and appoint the Developers to develop the 'A' Schedule Property and the Developers have accepted such appointment to develop said property at Developers own cost as per the plan / specification to be approved and / or sanctioned by the Municipality.

3.3 All application, plans, other papers and documents that may be required by the Developers for the purpose of obtaining necessary sanction(s) from the Municipality / Zela Parishad/ other Government Office, the owner shall sign all such plans, applications, other papers and documents as and when necessary.

3.4 The Owners doth hereby agreed and covenant with the Developers not to cause any interference or hindrance in the construction of the said

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building at the said premises, if any interference or hindrance is caused by the owners or their agents, servants, representatives in to such that construction, then the owner will be liable for the damages and costs.

3.5. That after demolishing the existing building, all debris or salvage which will be obtained, shall be the property of the developers and the developers shall entitled to sale that all debris or salvage and the owners will not be entitled to make demand on it.

3.6 The owners hereto executes a registered Power of Attorney in favour of the Developers to sell of the Developers allocation of flat / flats / shop / shops / garages in the said multi - storied building. The owners will not make any obstruction to sale the space from Developers allocation.

3.7 The owners herein further agreed to undertake and bind himself to enter upon sign and execute one or more supplementary agreement if required by the Developers to carry on smooth and uninterrupted development works.

3.8 The owners shall have to deliver the Original Deeds and documents at the time of the registration of Development Agreement and the Original Deeds and Documents will keep into the custody of the Developers and after completion of the Development work and also transfer or sale the Developers Allocation in favour of the purchaser or ultimate transferee or allottee or occupier, the Developers will return the Original Deeds and documents to the Secretary of the Association of the building.

3.9 The Owners declared that the 'A' schedule property is at present not affected by encumbrances, mortgages, liens or any scheme of any authority nor any notice of acquisition or requisition or any alignment under any law and / or otherwise nor any notice or intimate about any such proceeding has been received. No notification is issued under any Ordinance, Act, statute / rules or regulations affecting the said property.

contd/p.....19

3.10 The said property is equivalent to freehold and is not held under any agreement that the owners hereby declare that still they have not mortgaged the 'A' schedule property to any person, organization, Bank or Authority, nor they have taken any loan from any such institution by hypothecating the same, if in future any Organization create obstruction to develop the aforesaid building due to the mortgage by the owners of the 'A' schedule property the owners will have to settle the aforesaid problem within a period of **06 (six) months** from such obstruction. Such period needed for settlement of any dispute shall be adjusted towards the date / time of delivery of possession of the owners allocation, if the Land owners will fail to solve the aforesaid problem within six months then the developers will stop the payment of rent (if any) to the Land Owners and the Land Owners will be liable to pay compensation for the loss of investment of the developers.

3.11 That all the arrear rents, taxes, charges and rates in respect of the said land till date of execution of this Deed, the Developers shall be liable to pay taxes, rates etc. in respect of the 'A' schedule property to the appropriate authority.

3.12 The owners further giving undertaking that in case of death of any owner, their heirs / heiress will again enter into a fresh Development Agreement and will give registered Power of Attorney to the Developers herein with the existing terms and conditions.

3.13 That flat owners association when formed for management, maintenance and administration of the building by the Developers upon completion of construction, the owners hereby agree to abide by all such rules or regulations of the association.

3.14 if any person claim as an owners as legal heir or successor in interest of the "A" schedule below property, in that case his / her share

contd/p.....20

will be adjusted with Land Owners allocation, the Developers will not liable for that and the Developers allocation shall not be adjusted.

3.15 That in case of death of any one of either parties the legal heirs and / or successor in interest of the deceased will be substituted in of this agreement for Development and shall follow the terms and conditions as set forth in the agreement.

3.16 The Land Owners shall have the right to transfer, assign, let out, lease out / or dispose of and / or deal with their respective allocation.

3.17 The Land Owners shall have to pay G.S.T. Charges as per Govt. Guideline.

3.18 The Land owners shall have only user right over the top roof of the building and developers shall have right to raise further floor subject to prior building permit from the concern Municipality, in that case the owners shall get proportionate area from the said construction if the same would be sold to any purchasers.

ARTICLE - IV

DEVELOPERS REPRESENTATION RIGHT AND OBLIGATION

4.1 The Owners hereby grant exclusive rights to the Developers to build new building upon the 'A' Schedule Property and the Developers will construct new building at the Developers own cost and expenses, construct, erect and complete the multi - storied building at the said premises in accordance with the plan to be sanctioned by the competent authority in the names of the owner, with such stranded quality materials and with such specification as are mentioned in the 'E' Schedule hereunder written and as may be recommended by the Architect from time to time.

4.2 The Developers shall take such necessary steps at the costs and expenses of the Developers for obtaining building plan from the Municipality / Zela Parished / any necessary permission or no objection from PWD / ULC / other Govt. Authority, (if required).

4.3 The selling rate of the Developers allocated area will be fixed by the Developers itself only without any permission from the Land Owners.

4.4 The Developers shall have full authority to negotiate and enter into any

contd/p.....21

contract or agreement for conveyance / mortgage / lease / transfer / sub - lease in any manner or take any advance or collect construction money or take full and final consideration from the intending purchasers in respect of Developers Allocation property only.

4.5 On completion of proposed building when the flats / shops/ garages are ready for giving possession of the intending purchaser/s the possession letter will be duly executed, signed and delivered by the Developers, in favour of the intending purchaser/s, in respect of the Developers Allocation. The Deed of conveyance will be signed by the Developers on behalf of the Owners name by the right of the Power of Attorney.

4.6 The owners hereby grant to the Developers with exclusive right to build, construct & install in the said building at it's own costs water storage tank, overhead tank, reservoirs, electrical installation, electrical wirings, water pipes and all other facilities and amenities of the ownership flats to complete the said building.

4.7 The Developers shall be entitled to put sign board on the said premises stating the name of the Developers, it's address and other particulars as may be required and can advertise in the newspaper, T.V. Internet site for the purpose of sale of those constructed new flats / shops / garages of the said building.

4.8 The Developers have right to amalgamate the 'A' schedule property with the other adjacent property if possible and after amalgamation all the land into a single land / premises and the Developers have right to can sanction the building plan in respect of the total amalgamated land and the owners of these presence cannot make any obstruction but in the event of undivided and undermarked property or the property is amalgamated with the other property entire over which the building would be built up, or the 'A' schedule property, the Land Owners allocated portion shall be treated as joint property among the land

owners, and the land owners shall have to partition their share by a registered partition Deed to become the owner of the separate portion within the building to be built - up by this agreement.

4.9 The style and nature of construction and the materials used shall be at the sole discretion of the Developers who shall be entitled to appoint its own Architects, Engineers, Contractors, Sub - Contractors, Workmen, Advocate, Selling agents of all types all other personnel for construction and completion of the building to be constructed by the Developers.

4.10 The Developers hereby agrees and covenants with the owner not to do any act, deed or thing whereby the owner will prevent from enjoying, selling assigning and / or disposing of any portion of the Owners Allocation in the new constructed building in the said premises.

4.11 The owners shall not be liable for any default or deviation of sanction building plan and / or defective workmanship and / or measurement or quality shall be solely responsible for that.

4.12 The Developers must handover a Xerox copy or duplicate copy of the sanctioned building plan or revised plan or any addition or alternation plan to the owners. The Developers after completion of the building and receipt of completion / occupancy certificate from the Municipality shall handover a Xerox copy / duplicate copy of the same to the owners.

4.13 The Developers will have full right on the things which will be obtained by demolishing the present structure on the 'A' schedule and the landowners shall not interfere in this matter.

4.14 The Developers shall have the right to transfer, assign, let out, lease out and / or dispose of land / or deal with his respective allocation.

ARTICLE - V

LEGAL COMPLIANCE

5.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developers to comply with all other legal formalities and that the Owners will provide all facilities and execute all documents shall be required under the law for this purpose.

5.2 The Developers and their representative will be duly authorized and / or empowered by the Owners and under a duly executed Power of Attorney to sign, execute and register all such deeds papers and documents on behalf of and the name of the Owners.

5.3 If at any time any disputes and differences shall arise by and between the parties hereto then the matters will be settled by appointing Arbitrators.

ARTICLE - VI

GRANT POWER OF ATTORNEY

The Owners shall grant Power of Attorney in favor of the Developers or their nominee for the purpose of construction of the new building and taking all necessary permissions from appropriate authority in connection with the construction of the new building and also on completion of proposed building, the Possession letter will be duly executed, signed and delivered by the Developers in favor of the intending purchaser / s and also sign Deed of Conveyance on behalf of the Owners name in respect of the Developers Allocation and Developers will sign that Deed of Conveyances as confirming party. The Power of Attorney morefully describe hereunder below.

ARTICLE - VII

COMMON RESTRICTIONS

All the proposed flats / shops / garages / office of the building shall be

contd/p.....24

subject to the same restrictions and as is applicable to the Land Owners and Developers and Purchasers in the building intended for common benefits of all building which include the followings :-

7.1 Neither parties shall use or permit to the use of the respective allocation in the building or any portion thereof for any obnoxious, illegal and immoral trade or activity thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the buildings.

7.2 Neither parties shall demolish or permit demolition of any other structure in their respective allocation or any portion thereof or may any structure alternation therein without the previous consent of the other in this behalf.

7.3 The shop owner shall not use the roof area of the said building.

ARTICLE - VIII

COMMON FACILITIES AND AMENITIES

After completion of the construction / project some spaces / areas which have not been specifically allotted to the Land Owners or the purchasers and those spaces / areas shall be common for the Land Owners and all flats / garage / shop space holders and that common spaces, common parts & portions morefully described in the 'D' Schedule below.

ARTICLE - IX

MAINTENANCE AND MANAGEMENT

After completion of the construction / project for maintenance, management and administration of the building including common spaces, common parts & portion, the Developers shall formed an association and the Land Owners shall be the members of that association and abide by all such rules or regulations of the association and pay proportionately same as other flats / garage / shop space owners the cost, expenses and maintenance charges for the purpose which morefully described in the 'E' Schedule below.

contd/p.....25

(25)

ARTICLE - X

SPECIFICATION OF BUILDING

The Construction to be made and the equipment fittings, fixtures to be installed and provided in the proposed building shall be of standard good quality and specification which morefully described in the "F" Schedule.

ARTICLE - XI

JURISDICTION

That all question relating to the validity, interpretation or performance of this Development Agreement will be govern by the Indian Laws subject to the jurisdiction of Scrampore Court.

ARTICLE - XII

AMENDMENT

That the parties if they deem necessary may any time add, alter or amend this Development Agreement.

ARTICLE - XIII

ARBITRATION

13.1 All disputes and differences by and between the parties hereto in any way relating to or connected with the premises and / or building / Flat of this agreement and / or anything done in pursuance hereof shall be referred for arbitration to such person as be appointed by the advocates to be adjudicated in accordance with the Arbitration Act, 1940.

13.2 If at any time any disputes and difference shall arise by and between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the Joint Arbitration to be appointed by both the parties under the meaning of the Arbitration & Conciliation Act, 1996 or any statutory enactment or modification hereunder. In case of differences with the reference of the Joint

contd/p.....26



Arbitrators will appoint an Umpire and his decision shall be final and binding upon the respective parties but no event none of the parties shall be entitled to stop the progress of construction or development of the said premises until such time and the award is given by the Arbitrators or the umpire, as the case may be. The parties to the agreement have got every right to move before the competent Court of law in the event any dispute which may arise could not mutually decided by the parties.

ARTICLE - XIV

FORCE MAJURE

14.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "Force Majure" and shall be suspended from the obligation during the duration of the "Force Majure".

14.2 Force Majure is herein under defined as :-

- i) Any cause which is beyond the control of the Developers or the Owners as the cause may be.
- ii) Natural phenomenon including but not limited to whether conditions of floods, earthquake, and epidemics, riot, war, storm, civil commotion, strike and / or any other act commission beyond the control of the parties hereto.
- iii) Accident and disruption including but not limited to fires explosive break down of essential machineries or equipment and power shortage.
- iv) Transportation delay due to force or accidents.

PREPARATION & REGISTRATION OF AND KINDS OF DOCUMENTS

All types of agreements, deed etc. prepared at the instant of the Developers through its nominated Advocate for the project. The Purchasers of the respective units shall pay all expenses for preparation and registration of the Deeds of Conveyances.

(27)

THE "A" SCHEDULE BELOW REFERRED TO
[ENTIRE PROPERTY TO BE DEVELOPED]

ALL THAT piece and parcel of Bastu Land lying and situated at **MOURA - Mahesh, J.L. No. 15** comprised under the following Dag & Khatlan :-

R.S. Dag	R.S. Khatian	L.R. Khatian	L.R. Dag	Area (Acre)
3522	7875	7943	10801	0.573
Total Area of Land = 0.573 acre or 34 Cottah 10 Chittacks 30 sq.ft				

With one brick wall tile shed residential room measuring 100 sq.ft. (cemented floor) being Municipal Holding No. 16 Sital Sarkar Lane within the ambit of Serampore Municipality under P.S. and A.D.S.R - Serampore, Dist. - Hooghly.

The Property Butted and Bounded by :-

On the North:- Plot No. 10762.

On the South:- Others Plot no. 10800.

On the East:- Plot No. 10777.

On the West:- Sital Sarkar Lane.

THE "B" SCHEDULE BELOW REFERRED TO [OWNERS

ALLOCATION]

shall means after completion of building over the 'A' schedule property shall get total area of **30% (including 25% super built up area)** as per building sanctioned plan **Rs. 35,00,000/- (Rupees Thirty Five Lakhs)** only together with proportionate undivided share land of 'A' schedule property and owners shall also get a sum of **Rs. 35,00,000 (Rupees Thirty Five Lacks)** only from the developers as security deposit including right to use common portion / passage attached with the building.

contd/p.....28

THE "C" SCHEDULE BELOW REFERRED TO [DEVELOPERS ALLOCATION]

shall mean rest and balance constructed area of the total constructed area in the new building to be constructed over the 'A' schedule of property along with undivided proportionate share of the land with all common areas and facilities excluding the owners allocated area, and amenities as provided and available in the said new building.

THE "D" SCHEDULE BELOW REFERRED TO [common areas & facilities]

1. Path passages and drive ways in the premises other than those reserved by the Owners of their any purpose and those meant or earmarked or intended to be reserved for parking of motors cars or marked by the Owners for use of any co-Owners.
2. Staircase ,lobby, roof and landings.
3. Room and the bathroom for darwan.
4. Electrical installations with main switch and meter and space required therefore.
5. lift
6. Municipal water supply connection and Deep tub - well.
7. R.C.C. Overhead water tank and R.C.C. underground water reservoir with distribution pipes therefore connection to different Apartments/Unites and from the underground water from Deep tub - well of the building.
8. Water waste and sewage evacuation pipes from the partments/Unites to drain and sewers common to the building.
9. Drains and sewers from the building to the Municipality drain.
10. Main gate for entrance to the premises.
11. Boundary wall to the premises (if any).

contd/p.....29

12. 24 hours security services by guards with inter com facility.
13. Such other common areas and facilities as may be made for common purposes.

THE "E" SCHEDULE BELOW REFERRED TO:-

(Common Expenses)

The common areas and facilities continued in the present deed shall include:

- a. The foundations, columns, girders, beam, support, main walls corridors, roof, stair, parapet and entrance and exit through the main gate of the building and also open space surrounding the building for common use.
- b. Common service as water supply, installing and running of pump electric connections for lighting and cleaning of the common area etc.
- c. The underground water septic tank, Drains, sewerage pump and meter, pipes and in general all apparatus and accessories, installations existing for common use.
- d. Such other common facilities as may be specifically provided for or intended for common use.
- e. Electrical installations, wiring and assembling for lighting of the common paths and electrical wiring from the electrical space, sub-station to the one point, main gate and other places of the building for common enjoyment.

SCHEDULE "F" BELOW REFERRED TO

(SPECIFICATION OF WORKS)

FOUNDATION: Isolated and combined RCC Column (20v mg)
Foundation based on soil report. (G+ IV/V).

contd/p.....30

SUPER STRUCTURE : RCC Framed structure with RCC Columns, Beams and Slab.

WALLS: 200 MM (8") THICK PERIPHERAL BRICK WALL WITH 115 MM/75, (5" X 3") thick partition wall with cement mortar.

FLOOR: Vitrified Tiles 2'x2' flooring with 100 mm (4") high skirting on all internal walls.

DOORS: Sal wood frames, commercial flash door with wood primer for inside door & entrance door and PVC flash door shall be provided in Toilet.

WINDOWS: Steel window/Aluminium's with glass panel including integrated M.S. grills welded to the window M.S. Handle.

TOILET: Vitrified Tiles with glazed tile dado up to 6'-6" high from floor level on all sides 2 taps, 1 shower, 1 European-Indian type , W.C. pan with low down flushing cistem will be provided.

ATTACHED BATH: Same as common toilet except without any provision for w.f. pan but european/Indian commode shall be provided.

DRAWING/ DINNING : one Modern basin 17"-20" with other accessories shall be provided in each dining space.

WATER SUPPLY: Separate water supply line for each flat connected to main distribution line from over head tank to be filled up by electric sub- marshal pump from deep tube from 300' earth.

KITCHEN :Vitrified Tiles 2' x 2' Floor, Black stone with grante top cooking plat form, only 2(two) side wall, 4' feet high glazed tiles over cooking platform one sink with tap.

ELECTRIFICATON : Concealed conduit copper wiring with Adequate Nos. of light, fan and power sockets, *adequate electric points.*

contd/p.....31

INTERNAL WALL : All internal wall and ceiling will be cement plastered and punned with Putty.

PLAN & DEEDS : Sanction Plan, Title Deeds ROR, Tax Receipts Rent Receiptsand all other related documents are available in Developers/ Owners Office for inspection or verification Any queries in connection with any legal matter may entertained by their Advocate at his office with prior appointment.

EXTRA WORK : Extra work will be charged extra on prior payment.

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

SIGNED, SEALED DELIVERED

In the presence of:-

- 1) Ranajit Khondar
Serampore, Hoojnit
- 2) Mrimay Don.
Serampore Cant.

Sulshendu Sarkar
Priyabrata Sarkar
Debdatta Sarkar
Sudrata Sarkar
Sourabh Bharati
Biswanath Bharati

SIGNATURE OF THE OWNERS

ONEX REAL ESTATES
Joy Nath.
PARTNER

ONEX REAL ESTATES
Suman Chakraborty
PARTNER

SIGNATURE OF THE DEVELOPERS

contd/p.....32

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 35,00,000/- (Rupees Thirty Five Lacks) only.
FROM THE ABOVE NAMED PURCHASER AS FOLLOWS:-

Date	Name of Bank	Cheque/DD	Amount (Rs.)
01.10.2024	PGBB	VCBAH24275087880	7,00,000/-
01.10.2024	PGBB	VCBAH24275088231	7,00,000/-
01.10.2024	PGBB	VCBAH24275088244	7,00,000/-
01.10.2024	PGBB	VCBAH24275088195	2,33,333/-
01.10.2024	PGBB	VCBAH24275088198	2,33,333/-
01.10.2024	PGBB	VCBAH24275088203	2,33,334/-
03.10.2024	PGBB	VCBAH24277011099	7,00,000/-

Total :- Rs. 35,00,000/- (Rupees Thirty Five Lacks) only

WITNESS

- 1) Ranajit Khondar
Serampore, Hooghly
- 2) Anirban Das,
Serampore Court.

Biswanath Bhargabi
Subhendu Sarkar
Prayabrata Sarkar
Debabrata Sarkar
Sudhanta Sarkar
Somnath Bhargabi
SIGNATURE OF THE OWNERS
Anita Chowdhury

Drafted by me:-

Subhajit De Sarkar

(SUBHAJIT DE SARKAR)

(REGD. No. WB1948/2002)

Advocate, Serampore Court

Joe
Typed by me, Serampore Court.

FINGER PRINT OF BOTH HANDS



Subhanul Doker

Little Finger Ring Finger Middle Finger Fore Finger Thumb Finger

IMPRESSION OF FINGERS OF LEFT HAND



IMPRESSION OF FINGERS OF RIGHT HAND

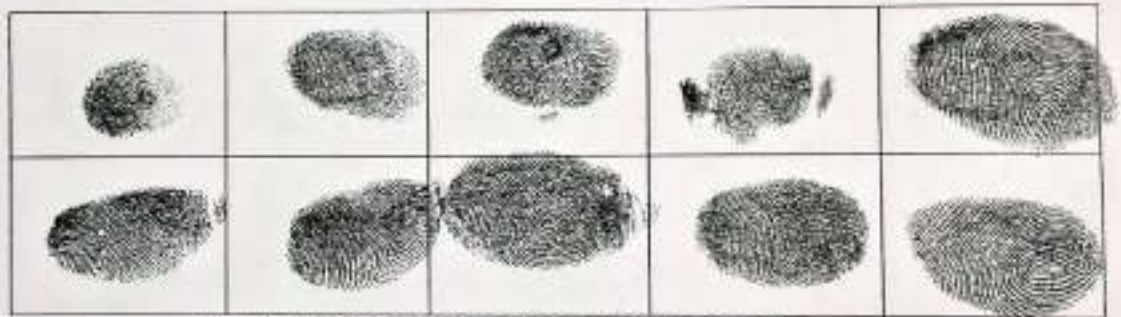
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Prayabmal Sahakar

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IMPRESSION OF FINGERS OF LEFT HAND



IMPRESSION OF FINGERS OF RIGHT HAND

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Debobato Sarkar

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IMPRESSION OF FINGERS OF LEFT HAND



IMPRESSION OF FINGERS OF RIGHT HAND

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FINGER PRINT OF BOTH HANDS



Subodh Sarkar

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IMPRESSION OF FINGERS OF LEFT HAND



IMPRESSION OF FINGERS OF RIGHT HAND

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Somnath Bhosale

Little-Finger Ring-Finger Middle-Finger Fore-Finger Thumb-Finger

IMPRESSION OF FINGERS OF LEFT HAND



IMPRESSION OF FINGERS OF RIGHT HAND

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Biswanath Bhargava

Little-Finger Ring-Finger Middle-Finger Fore-Finger Thumb-Finger

IMPRESSION OF FINGERS OF LEFT HAND



IMPRESSION OF FINGERS OF RIGHT HAND

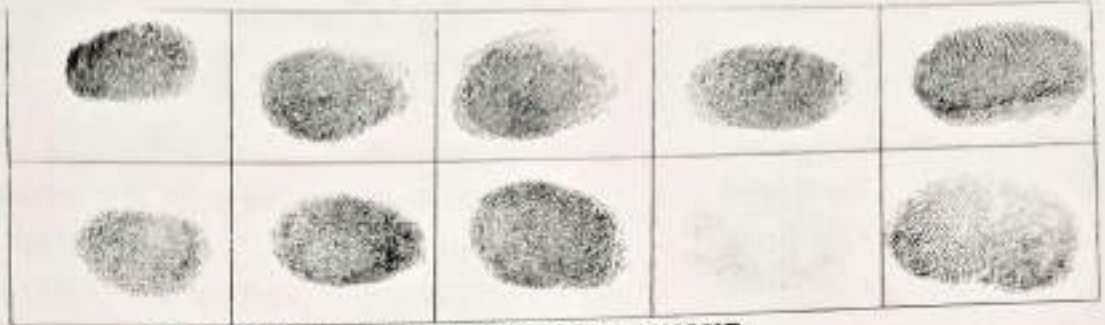
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FINGER PRINT OF BOTH HANDS



Anita Chowdhury

Little Finger Ring Finger Middle Finger Fore Finger Thumb Finger
IMPRESSION OF FINGERS OF LEFT HAND



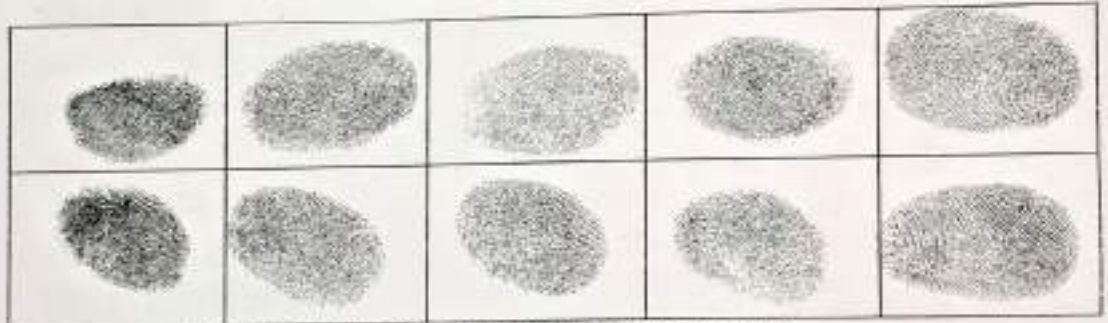
IMPRESSION OF FINGERS OF RIGHT HAND

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Jay Nath

Little Finger Ring Finger Middle Finger Fore Finger Thumb Finger
IMPRESSION OF FINGERS OF LEFT HAND



IMPRESSION OF FINGERS OF RIGHT HAND

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Souvik Chakrabarty

Little Finger Ring Finger Middle Finger Fore Finger Thumb Finger

IMPRESSION OF FINGERS OF LEFT HAND



IMPRESSION OF FINGERS OF RIGHT HAND

Little Finger Ring Finger Middle Finger Fore Finger Thumb Finger

Government of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192024250240063451

GRN Details

GRN:	192024250240063451	Payment Mode:	Online Payment
GRN Date:	03/10/2024 20:44:06	Bank/Gateway:	IDBI Bank
BRN :	2892227868	BRN Date:	03/10/2024 20:46:04
GRIPS Payment ID:	031020242024006344	Payment Init. Date:	03/10/2024 20:44:06
Payment Status:	Successful	Payment Ref. No:	2002613170/3/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	SUBHAJIT DESARKAR
Address:	SERAMPORE SUBHAJIT DESARKAR, West Bengal, 712202
Mobile:	9830305314
E-Mail:	sdesarkar79@gmail.com
Contact No:	09830305314
Depositor Status:	Advocate
Query No:	2002613170
Applicant's Name:	Mr Subhajit De Sarkar
Identification No:	2002613170/3/2024
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	03/10/2024
Period To (dd/mm/yyyy):	03/10/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002613170/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	39001
2	2002613170/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	35007
Total				74008

IN WORDS: SEVENTY FOUR THOUSAND EIGHT ONLY.

PAID

Major Information of the Deed

Deed No	I 0605-04789/2024	Date of Registration	04/10/2024
Query No / Year	0605-2002613170/2024	Office where deed is registered	
Query Date	01/10/2024 3:50:29 PM	A.D.S.R. SREERAMPUR, District: Hooghly	
Applicant Name, Address & Other Details	Subhajit De Sarkar Serampore Court, Thana : Serampur, District : Hooghly, WEST BENGAL, Mobile No. : 9830305314, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 35,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,01,09,984/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,001/- (Article:46(g))	Rs. 35,007/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :



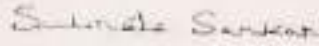


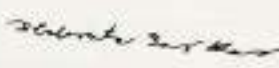


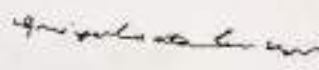
District: Hooghly, P.S:- Serampur, Municipality: SERAMPURE, Road: Sital Sarkar Road, Mouza: Mahesh, JI No: 15, Pin Code : 712202



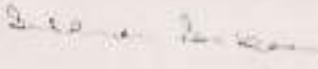


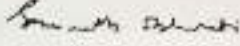


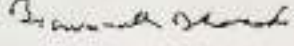


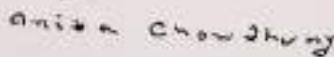
Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-10801 (RS :-)	LR-7943	Bastu	Bastu	0.573 Acre		2,00,79,984/-	Property is on Road
Grand Total :					57.3Dec	0/-	200,79,984/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq FL	0/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	0/-	30,000/-	

Land Lord Details

Sl No	Name	Address	Photo	Finger print and Signature	
1	Name Shri Subrata Sarkar (Promorant) Son of Saroj Sarkar Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office		 04/10/2024	Finger Print  Captured LTI 04/10/2024	Signature  04/10/2024
16, Sital Sarkar Lane, City:- , P.O:- Mahesh, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No. : djxxxxxx8b, Aadhaar No: 49xxxxxxxx7221, Status :Individual, Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office					
2	Name Shri Debabrata Sarkar Son of Saroj Sarkar Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office		 04/10/2024	Finger Print  Captured LTI 04/10/2024	Signature  04/10/2024
16, Sital Sarkar Lane, City:- , P.O:- Mahesh, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No. : mmxxxxxx6n,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office					
3	Name Shri Priyabrata Sarkar Son of Saroj Sarkar Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office		 04/10/2024	Finger Print  Captured LTI 04/10/2024	Signature  04/10/2024
16, Sital Sarkar Lane, City:- , P.O:- Mahesh, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-2XX6 , PAN No. : eixxxxx7j,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office					



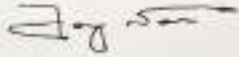



4	Name	Photo	Finger Print	Signature
	Sita Sarkar Son of Lakshmi Narayan Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office		 Captured	
	11, Sital Sarkar Lane, City:- , P.O:- Mahesh, P.S:- Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth: XX-XX-1XX0 , PAN No.:: eixxxxxx9, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office			
5	Name	Photo	Finger Print	Signature
	Shri Somnath Bharati Son of Lakshmi Narayan Bharati Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office		 Captured	
	Ghoramara, City:- , P.O:- Mallickpara, P.S:- Serampur, District:-Hooghly, West Bengal, India, PIN:- 712203 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth: XX-XX-1XX3 , PAN No.:: afxxxxxx2f, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office			
6	Name	Photo	Finger Print	Signature
	Shri Biswanath Bharati Son of Lakshmi Narayan Bharati Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office		 Captured	
	Ghoramara, City:- , P.O:- Mallickpara, P.S:- Serampur, District:-Hooghly, West Bengal, India, PIN:- 712203 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth: XX-XX-1XX1 , PAN No.:: akxxxxxx8e, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office			
7	Name	Photo	Finger Print	Signature
	Smt Anita Chowdhury Daughter of Lakshmi Narayan Bharati Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office		 Captured	
	Ghoramara, City:- , P.O:- Mallickpara, P.S:- Serampur, District:-Hooghly, West Bengal, India, PIN:- 712203 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth: XX-XX-1XX1 , PAN No.:: akxxxxxx8e, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office			

Charan... Hallikpala, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202, Sex: Male, By Caste: Hindu, Occupation: House wife, Citizen of: India, Date of Birth: XX-XX-XXXX, Adhaar No Not Provided by UIDAI, Status: Individual, Executed by Self, Date of Execution: 04/10/2024
 Advait... Self Date of Admission: 04/10/2024, Place: Office

Developer Details

Sl No	Name, Address, Photo, Finger print and Signature
1	ONEX REAL ESTATES 6B, Bhagirathi Lane, City:-, P.O:- Mahesh, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202 Date of Incorporation: XX-XX-2XXX0, PAN No.:: AAxxxxxx4P, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name Shri Joy Nath Son of Shri Manick Chandra Nath Date of Execution - 04/10/2024, , Admitted by: Self, Date of Admission: 04/10/2024, Place of Admission of Execution: Office	 <small>Oct 4 2024 1:35PM</small>	 <small>LTI 94192924</small>	 <small>04/10/2024</small>
	8A, Satish Chandra Ghosh Lane, City:-, P.O:- Mahesh, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth: XX-XX-2XXX7, PAN No.:: axxxxxx0r, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ONEX REAL ESTATES (as Partner)			
2	Name Shri Sounak Chakraborty Son of Shri Prakash Chakraborty Date of Execution - 04/10/2024, , Admitted by: Self, Date of Admission: 04/10/2024, Place of Admission of Execution: Office	 <small>Oct 4 2024 1:35PM</small>	 <small>LTI 94192924</small>	 <small>04/10/2024</small>
	53/5, Bhagirathi Lane, City:-, P.O:- Mahesh, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth: XX-XX-1XX2, PAN No.:: awxxxxxx9b, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ONEX REAL ESTATES (as Partner)			

Identifier Details

Name	Photo	Finger Print	Signature
Shri Biman Bhattacharjee Son of Late B. B. Bhattacharjee Serampore Municipality, P.S. Serampore, Hooghly District Hooghly, West Bengal, India-712201		 Captured	
	04/10/2024	04/10/2024	04/10/2024

Identifier Of Shri Subrata Sarkar, Shri Debabrata Sarkar, Shri Priyabrata Sarkar, Shri Subhendu Sarkar, Shri Somnath Bharati, Shri Biswanath Bharati, Smt Anita Chowdhury, Shri Joy Nath, Shri Sounak Chakraborty

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Subrata Sarkar	ONEX REAL ESTATES-8,18571 Dec
2	Shri Debabrata Sarkar	ONEX REAL ESTATES-8,18571 Dec
3	Shri Priyabrata Sarkar	ONEX REAL ESTATES-8,18571 Dec
4	Shri Subhendu Sarkar	ONEX REAL ESTATES-8,18571 Dec
5	Shri Somnath Bharati	ONEX REAL ESTATES-8,18571 Dec
6	Shri Biswanath Bharati	ONEX REAL ESTATES-8,18571 Dec
7	Smt Anita Chowdhury	ONEX REAL ESTATES-8,18571 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Subrata Sarkar	ONEX REAL ESTATES-14,26571400 Sq Ft
2	Shri Debabrata Sarkar	ONEX REAL ESTATES-14,26571400 Sq Ft
3	Shri Priyabrata Sarkar	ONEX REAL ESTATES-14,26571400 Sq Ft
4	Shri Subhendu Sarkar	ONEX REAL ESTATES-14,26571400 Sq Ft
5	Shri Somnath Bharati	ONEX REAL ESTATES-14,26571400 Sq Ft
6	Shri Biswanath Bharati	ONEX REAL ESTATES-14,26571400 Sq Ft
7	Smt Anita Chowdhury	ONEX REAL ESTATES-14,26571400 Sq Ft

Land Details as per Land Record

District: Hooghly, P.S:- Serampur, Municipality: SERAMPPORE, Road: Sital Sarkar Road, Mouza: Mahesh, JI No: 15, Pin Code : 712202

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 10801, LR Khatian No:- 7943	Owner: শ্রী সুরতা সরকার, Gurdian: শ্রী সুরতা সরকার, Address: সীতাল সর্কার রোড, Classification: কৃষ্ণ, Area: 0.57300000 Acre,	Shri Subrata Sarkar

On 04-10-2024

Certificate of Admissibility (Rule 41, W.B. Registration Rules 1962)

Admissibility certificate 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 11:01 hrs on 04-10-2024, at the Office of the A.D.S.R. SREERAMPUR by Shri Subrata Sarkar, one of the Executants.

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 2,01,00,000/-

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

Execution is admitted on 04/10/2024 by 1. Shri Subrata Sarkar, Son of Saroj Sarkar, 16, Sital Sarkar Lane, P.O: Mahesh, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712202, by caste Hindu, by Profession Service, 2. Shri Debabrata Sarkar, Son of Saroj Sarkar, 16, Sital Sarkar Lane, P.O: Mahesh, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712202, by caste Hindu, by Profession Service, 3. Shri Priyabrata Sarkar, Son of Saroj Sarkar, 16, Sital Sarkar Lane, P.O: Mahesh, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712202, by caste Hindu, by Profession Service, 4. Shri Subhendu Sarkar, Son of Saroj Sarkar, 16, Sital Sarkar Lane, P.O: Mahesh, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712202, by caste Hindu, by Profession Service, 5. Shri Somnath Bharati, Son of Lakshmi Narayan Bharati, Ghoramara, P.O: Mallickpara, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712203, by caste Hindu, by Profession Others, 6. Shri Biswanath Bharati, Son of Lakshmi Narayan Bharati, Ghoramara, P.O: Mallickpara, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712203, by caste Hindu, by Profession Others, 7. Smt Anita Chowdhury, Daughter of Lakshmi Narayan Bharati, Ghoramara, P.O: Mallickpara, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712203, by caste Hindu, by Profession House wife

Identified by Shri Biman Bhattacharjee, , Son of Late B C Bhattacharjee, Serampore Court, P.O: Serampore, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 04-10-2024 by Shri Sounak Chakraborty, Partner, ONEX REAL ESTATES (Partnership Firm), 68, Bhagirathi Lane, City:-, P.O:- Mahesh, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202

Identified by Shri Biman Bhattacharjee, , Son of Late B C Bhattacharjee, Serampore Court, P.O: Serampore, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Law Clerk

Execution is admitted on 04-10-2024 by Shri Joy Nath, Partner, ONEX REAL ESTATES (Partnership Firm), 68, Bhagirathi Lane, City:-, P.O:- Mahesh, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202

Identified by Shri Biman Bhattacharjee, , Son of Late B C Bhattacharjee, Serampore Court, P.O: Serampore, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 35,007.00/- (B = Rs 35,000.00/- , E = Rs 7.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 35,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/10/2024 8:46PM with Govt. Ref. No: 192024250240063451 on 03-10-2024, Amount Rs: 35,007/-, Bank: IDBI Bank (IBKL000012), Ref. No. 2892227866 on 03-10-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that the amount payable for this document is Rs. 40,001/- and Stamp Duty paid by Stamp Rs 1,000.00/-

1. Stamp Duty: Rs. 40,001/- (Serial no 4694, Amount: Rs.1,000.00/-, Date of Purchase: 23/09/2024, Vendor name: Ananta)

2. Stamp Duty: Rs. 39,001/- (Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB (Serial no: 192024250240063451 on 03-10-2024, Amount Rs: 39,001/-, Bank: SBI (Branch: Hooghly (00012), Ref. No. 2892227868 on 03-10-2024, Head of Account 0030-02-103-003-02



Indradip Ghosh
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SREERAMPUR
Hooghly, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0605-2024, Page from 150626 to 150670
being No 060504789 for the year 2024.



8

Digitally signed by Indradip Ghosh
Date: 2024.11.06 14:14:10 +05:30
Reason: Digital Signing of Deed.

(Indradip Ghosh) 06/11/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SREERAMPUR
West Bengal.