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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

1556-2-1189696/2022  
V.C. Case no - 1088/2022

AF 197485

Certified that the document is submitted to registration. The Signatures Sheet and endorsement Sheets Attached to the document are the part of the document.

Additional District Sub-Registrar  
Presidency Dum Dum, 24-Pgs. (Newly)

30 MAY 2022

### DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this 24th day of May TWO THOUSAND TWENTY TWO (2022)

BETWEEN



2.

**SRI SANJIT DATTA (PAN AEFPD 9951E )**, son of Late Sukhendu Bikash Datta , by faith Hindu, by occupation- Business, by Nationality Indian, residing at 8//2/90, Arabinda Sarani, East Kamalapur , P.O. & P.S. Dum Dum, Kolkata 700028, hereinafter called the “**OWNER**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

**AND**

“ **GANAPATI ENTERPRISE (PAN AAUFG 4701G)** a partnership firm having its office 90, Arabinda Sarani , P.S. & P.O. Dum Dum, Kolkata 700028 represented by its Partners(1) **SRI LALAN SINGH (PAN - ARNPS 1983J)** Son of Late Sukhat Singh by faith - Hindu, by Nationality Indian, by occupation Business , residing at 39,Mandir Road, P.S. Dum Dum, Kolkata 700028, District North 24 Parganas, and (2) **SRI BIMAL MAJUMDER(PAN AVVPM 0702B )** Son of Late Dhani Bhusan Majumder by faith - Hindu, by Nationality Indian, by occupation Business , residing at 33/1, 1/7A, K.B. Sarani , Flat No. 3CD 3rd floor P.S. Dum Dum, Kolkata 700 028, District North 24 Parganas, hereinafter called the **DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, executors, administrators, representatives and assigns) of the **OTHER PART.**

**WHEREAS** the Government of West Bengal with intent to rehabilitate the Refugee from East Pakistan (now Bangladesh) acquired some land at C.S. Plot No. 2001 (P), in the District of North 24 Parganas at Mouza – Dum Dum Cantonment , under provision of L.D.P. Act. 1948/L.A. Act-I, of 1894 including the plot.

**AND WHEREAS** the Government of West Bengal offered all reasonable facilities to such refugees for residence in West Bengal.

**AND WHEREAS** one Sri Sukhendu Bikash Dutta was one of such person who had come to use occupy a piece and parcel of land measuring about 4 Cottahs 10 Chittacks 0 Sq.ft. more or less.

**AND WHEREAS** it has been decided by Government to make Gift of the said plot of land in favour of the Sri Sukhendu Bikash Dutta so as to confer absolute right, title interest in the said land where she was residing peacefully for a long time.

**AND WHEREAS** the Refugee Rehabilitation Department on behalf of the Governor of the State of West Bengal by a registered Deed of Gift dated 20.10.1988 registered at the office of

Additional District Registrar North 24 Parganas, Barasat recorded in Book No. I, Volume No. 59, Pages from 113 to 116, being No. 4454 for the year 1988 made gift and transferred land area measuring 4 Cottahs 10 Chittacks 0 Sq. ft more or less at Mouza – Dum Dum Cantonment C.S. & R.S. Plot No. 2001(P) E.P. No. 90, S.P. No. 163 in favour of Sri Sukhendu Bikash Dutta.

**AND WHEREAS** said Sri Sukhendu Bikash Dutta while seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of land measuring 4 Cottahs 10 chittacks 0 sq.ft. with structure died intestate 23.08.1990 leaving behind his wife Smt. Niyati Datta and one son Sri Sanjit Dutta to inherit the property left by him

**AND WHEREAS** said Smt Niyati Datta died intestate 06.08.2007 leaving behind her only son Sri Sanjit Dutta to inherit the property left by herein

**AND WHEREAS** Sri Sanjit Dutta mutate his name in the records of Dum Dum Municipality and paying taxes regularly.

**AND WHEREAS** Sri Sanjit Datta the owner herein is seized and possessed of and sufficiently entitled to all that piece and parcel of land measuring 4 Cottahs 10 chittacks 0 sq.ft. more or less together with one storied building thereon at Mouza DumDum Cantonment , P:S. Dum Dum, at C.S. & R.S. Dag No.2001(P) E.P. No. 90 S.P.No. 163 at , Holding No. 8/2/90, Arabinda Sarani ward No. 11, under Dum Dum Municipality more fully and particularly described in the schedule hereunder written hereinafter called the said property'.

**AND WHEREAS** the owner is desires to develop the said property and to construct a multi Storied (G+4) storied Building on the said property as per sanctioned plan already sanctioned by the Dum Dum Municipality but could not do it himself and the developer knowing the intention of the owner and approached the owner to authorized him to develop the said property and to construct a multi Storied building on the said property to which the owner agree.

**AND WHEREAS** as a consideration of the said property the owner shall get One flat on **Ground floor back side North East corner** measuring super built up area of 400 sq.ft , One shop on Ground floor measuring super built up area of 200 sq.ft and One Garage on Ground floor measuring super built up area of 200 sq.ft and One flat on Second floor measuring super built up area of 1216 sq.ft and One flat on Third floor South East corner measuring super built up area of 1216 sq.ft together with common parts and portions together



with proportionate share of land and also get a sum of Rs. 10,00,000/- (Rupees Ten Lakh ) only hereinafter called the owner's allocation.

The Developer with the execution of this agreement has paid entire sum of Rs. 10,00,000/- (Rupees Ten Lakh) only to the owner. The receipt of which the owner do hereby admit and acknowledges.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties as follows: -

Unless in these presents it is repugnant to or inconsistent the following works and/or expression shall mean as hereinafter mentioned.

1.1 **OWNER** shall mean the above Owner / Landlord and his heirs, executors, administrators, legal representatives and assigns.

1.2 **DEVELOPERS** shall mean the above named Developer or any company formed by the above named Developer with having respective offices and license as would be required for such company and its successors in office.

1.3 **THE PROPERTY** shall mean the land measuring 4 Cottahs 10 chittacks 0 sq.ft . more or less at Mouza DumDum Cantonment , P:S. Dum Dum, at C,.S. & R.S. Dag No.2001(P) E.P. No. 90 S.P.No. 163 at , Holding No. 8/2/90, Arabinda Sarani ward No. 11, under Dum Dum Municipality more fully and particularly described in the schedule hereunder written.

1.4 **THE BUILDING** shall mean the multi storied building to be constructed on the said property and/or amalgamated property in accordance with the building plan already sanctioned by the authority of Dum Dum Municipality.

1.5 **THE UNIT** shall mean, the partly or wholly constructed flat/apartment shop room in the building which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be.

1.6 **PROPORTIONATE OR PROPORTIONATE PORTION** or proportionately shall mean the area. between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners/ landlords

1.7 **THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser and/or lawful occupiers.

1.8 **THE ARCHITECT** shall mean such Architect or Architectures appointed by the Developer, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer cost of which will be borne by the Developers.

1.9 **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landlords portions.

**OWNER'S ALLOCATION** as a consideration of the said property the owner shall get One flat on Ground floor back side North West corner measuring super built up area of 400 sq.ft , One shop on Ground floor measuring super built up area of 200 sq.ft and One Garage on Ground floor measuring super built up area of 200 sq.ft and One flat on Second floor measuring super built up area of 1216 sq.ft and One flat on Third floor South East corner measuring super built up area of 1216 sq.ft together with common parts and portions together with proportionate share of land and also get a sum of Rs. 10,00,000/- (Rupees Ten Lakh )only hereinafter called the owner's allocation.

The Developer with the execution of this agreement has paid entire sum of Rs. 10,00,000/- (Rupees Ten Lakh)only to the owner. The receipt of which the owner do hereby admit and acknowledges.

**DEVELOPER'S SHARE** — shall mean rest of the constructed area i.e. the constructed area except Owners' allocation with reference to the consideration clause of this Agreement and the Developer are entitled to appropriate the sale proceeds in respect of Developer's allocation.

1.10 **TRANSFERER** with its grammatical variation shall mean adopted for effecting that is understood as transfer of undivided proportionate share of land in multistoried building to purchaser thereof by execution and registering Deed or Deed of Conveyance' in accordance with the provisions of law in this behalf by the Owners in favour of the purchaser on receipt of consideration.

1.11 **TRANSFEEE** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.

1.12 The word importing singular shall include plural and vice versa.

1.13 Sanctioned plan shall mean and include the new building plan to be sanctioned by the competent authority.



**ARTICLE -II COMMENCEMENT**

2.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

**ARTICLE - III OWNERS' RIGHT AND REPRESENTATIONS**

3.1 That excepting the Owner nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.

3.2 The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.

3.3 The landed property is free from all encumbrances, charges lines, lispences, attachments, trusts whatsoever or howsoever.

3.4 There is no excess vacant land in the said property within the meaning of the urban Land Ceiling and Regulations Act. 1976 and the Developer is fully satisfied with the marketable title of the Owner.

3.5 That the total area of the land comprise in the said property is 4 Cottahs 10chittacks 0 sq.ft . be the same a little more or less.

3.6 That the Owner undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the second party / Developer within.

3.7 That the Owner further undertake to execute the registered General power of Attorney in favour of the Second party Developer and the land Owner will give the Developer/ Second party all the powers required for the purpose of making such construction at his own risk and costs and to negotiate for sale and enter into agreement for sale and make registered Deed, documents for registration whatsoever required for their portion.

**ARTICLE -IV DEVELOPER'S RIGHT**

4 1 . THAT on the power and by virtue of this agreement the Developer / Second party is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan sanctioned by the Dum Dum Municipality.

4.2 That the second party / Developer is hereby empowered to suitable modify' and to alter the sanctioned plan as and when required and submit the same for approval of the Dum Dum Municipality and entire cost shall be borne by the second party / Developer alone and after modification the developer shall again enter in a Supplementary agreement for more specification and the developer shall be sole responsibility for modification and alteration and owner have no liability for the same.

4.3 The Developer/Second party shall be entitled to appoint its own labor masons contractor building Engineer Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second party / Developer and all the risk and liability together with all responsibility shall remain with Developer/Second party and he will liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completed and hand over to the prospective purchaser.

4.4 The Developer/Second party for the purpose of raising the said construction shall have his absolute right to enter into any Agreement for sale of flats and apartments in respect of its own allocated portions as mentioned above and to that effect and shall be entitled to receive earnest money from the intending purchaser together with all advance thereof but at all material times the Owner shall not be liable for such advances or earnest money. That the said earnest money accepted by the Second party / Developer shall remain charges only with the Developer and the Owners allocation will remain unaffected and non- charged and purchaser shall have no right to interfere with the portion of the Owners allocation for any misappropriation of any money by the second party/ Developer or for any deal nor he shall have any right to seek any order or injunction from any court in respect of the Owners allocation.

#### **ARTICLE -V: :TIME**

5 1 The Developer shall complete the said building within 18 months from the date of this agreement and time may be extended up to 6 (six) months under unavoidable circumstances on mutual discussion.

#### **ARTICLE-VI : DEVELOPER'S RIGHT AND REPRESENTATIONS:**

6.1 The Developer hereby undertake the responsibility to start construction of the building and to complete the whole complex within 18 months from the date of this agreement and within this



8.

time the Developer shall give complete possession of the Owner's allocation and the time may be extended for another six months from the reasons beyond the control of the Developer.

6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority/ authorities concerned.

6.3 To bear all costs charges and expenses for construction of the building at the said premises.

#### **ARTICLE VI: OWNERS' ALLOCATION**

As a consideration of the said property the owner shall get One flat on Ground floor back side **North West** corner measuring super built up area of 400 sq.ft , One shop on Ground floor measuring super built up area of 200 sq.ft and One Garage on Ground floor measuring super built up area of 200 sq.ft and One flat on Second floor measuring super built up area of 1216 sq.ft and One flat on Third floor South East corner measuring super built up area of 1216 sq.ft together with common parts and portions together with proportionate share of land and also get a sum of Rs. 10,00,000/- (Rupees Ten Lakh )only hereinafter called the owner's allocation.

The Developer with the execution of this agreement has paid entire sum of Rs. 10,00,000/- (Rupees Ten Lakh)only to the owner. The receipt of which the owner do hereby admit and acknowledges.

#### **ARTICLE VIII : - DEVELOPER'S ALLOCATION.**

8.1 In consideration of the above the Developer shall be entitled to the remaining balance space leaving apart from the Owners allocation in the building of the constructed area to be constructed at the said premises together with the proportionate undivided share on the said land with the right of use of common facilities and amenities and the Developer shall be entitled to enter into agreement for sale and transfer in his own name or in the name of the nominee and to ,receive and release and collect all moneys in respect of the said property excluding owner's allocation and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the Developer to obtain any further consent of the Owner and this agreement itself shall be treated as consent of the Owners.

#### **ARTICLE IX : PROCURE**

9.1 The Owner shall grant to the Developer registered General power of Attorney as may be required for the purpose of submit the building plan obtaining the sanctioned of the, plan C.C.



Certificate from the Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale enter into agreement for sale and receive consideration from the intending purchaser.

9.2 **NOTWITHSTANDING** grant of power of Attorney by the Owner in favour of the Developer and delivery of possession of the said property no action of the Developer under this power of Attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the Owner.

#### **ARTICLE X: CONSTRUCTION:**

10.1 The developer shall be solely and exclusively responsible for construction of the said building and the owner is no way connected with any deviation, alteration or allocation.

#### **10.2 ARTICLE XI: BUILDING**

11.1 The Developer shall at its own costs construct erect and complete in all respects of the said multi storied building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.

11.2 The Developer shall install and erect the said building at its own costs as per the specification and also the drawing providing by the architect, pump, water storage tanks, overhead, Reservoir, septic Tank, Electrification, permanent electric connection from the CESC and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential multi storied building in the locality in Ownership basis or otherwise.

11.3 The Developer shall bear the entire costs of construction including Architects fees and fees & building plan to be sanctioned from Dum Dum Municipality without creating any financial or other liabilities on the Owners regarding the construction.

#### **ARTICLE XII: COMMON FACILITIES**

12.1 The Developer shall pay and bear all Municipal taxes and other dues and Khajna and electric bill impositions and outgoings in respect of the said property as and from the date of sanction of the building plan till hand over the possession within the stipulated period in favour of the Owner.

10.

12.2 After the completion of the total construction the Developer and the Owner including their respective assignees will bear the cost of common facilities and maintenance charges like costs of if any Durwan pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire and scavenging charges etc. The separate meter of owner and meter for common facility such as pump, light.

#### **ARTICLE XIII : PROCEEDING**

13.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer to defend allocations suits and proceedings which may arise in respect of the construction and Developer of the said premises to bear all costs, charges, and expenses incurred for that purpose.

#### **ARTICLE XIV : DEVELOPER INDEMNITY**

14.1 The Developer hereby undertake to keep the Owner indemnified against all third party claim and action arising out of any parts of act or commission of the Developer or relating to the construction of the building.

14.2 The Developer hereby undertake to keep the Owner indemnified against all acts, suits costs, proceedings and claim that may arise out of the Developer action without regard to the Development of the said premises and/or in the matter of construction of the said building and/or defect therein.

#### **ARTICLE XV: OWNERS' OBLIGATIONS**

**THE** Owner doth hereby agrees and covenants with the developer not to cause any interference or hindrance in the construction of the said building at the said premises by the developer provided the terms and conditions, covenants and obligations as stated above ate complied with . The Owner doth hereby covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's allocation portion in the building at the said premises in favour of the intending buyers of flats/shops/ garages in the said building The Owner further gives undertaking for and on behalf of his agents, servants, representatives for similar act at his own liability and responsibility.

The Owner doth hereby agrees and covenants with the developer not to let out grant, lease mortgage and/or charge or part with the possession of the said premises or any portion thereof



without the consent in writing of the developer on and from the date of execution of this agreement. This agreement cannot be terminated by the Owner in any unless and until all the flats! shop / garages under the developer's allocation are sold out and the deed of conveyance in favour of intending purchaser or purchasers of the developer's allocation are executed and registered and the developer shall strictly follow the terms and condition of the agreement.

The Owner further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.

That the Owner herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises/land or any portion thereof at any time during the subsistence of this agreement.

That the Owner and/or their solicitors or advocate shall answer the requisition on title required by the developer or by any of the intending purchaser's of the developer's allocation as and when the same would be required.

The Developer shall pay the required security deposit payable to the Dum Dum Municipality for sanctioning of the building plan in the name of the Owner. The developer shall take the refund of the same after the building is completed and the Owner shall be liable to sign all documents, papers forms etc. for getting the security deposit refunded.

#### **ARTICLE XVI : MISCELLANEOUS**

15.1 The Owner and the developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association or persons.

15.2 The Owner hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owner shall execute any additional power of Attorney and/or authorization in favour of the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way violet any of the right of Owners and/or against the spirit of this Agreement. ,

15.3. The Developer and Owner shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agreed to abide by the rules and regulations of such management society, Association, holding organization and hereby give his /her /their consent to abide by the same.

15.4 .The name of the building will be “

15.5. As and from the date of the completion of the building the Developer and/or his transferee and the Owner and/or his transferee and their successors shall each be liable to pay and bear proportionate charges on account of Ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas.

15.6 .There is no existing any agreement regarding Development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.

15.7 .All arrear Municipal Taxes and/or any other taxes and/or other taxes before to execution of this Agreement will be paid by the by the Owner and if anything is paid by the Developer that will recovered from the Owner by cash.

15.8. The Developer shall demolish the existing structure at his own costs and expenses and shall appropriate the salvages and building materials.

15.9 .At the time of signing of this agreement and execution of registered power of attorney in favour of the Developer the owners will hand over the all original documents related to the said property like as Original deed, Parcha, Khajna ,update payment of Municipal tax receipt and same will be returned to the owners at the time of giving possession to the owner's allocation.

15.10. It is specially agreed between the parties that if any damage occurs during the period of construction or after the period of construction for any reason, the developer will only be liable for that.

15.11. The Developer hereby agrees and covenants to the owners not violate or contravene any of the terms and conditions of the present agreement as well as not to volate any municipal rule relating to the construction of the proposed multi storied building in any manner whatsoever.

15.12 The owner will not in any way be liable or responsible for the project and if further costs are to be incurred the developer only will be responsible for that.



15.13. After taking possession of the owner's allocation the owner will have sole liberty to transfer his portion of flat by way of sale, gift etc according to his choice without interruption or disturbance by the Developer or any person whomsoever.

15.14. The owner will sign the sale deeds or deed of conveyance to be executed in favour of the purchaser/purchasers of the building and duly register the same before the registration office in favour of the purchasers and the cost of registration charges of developer allocation shall be borne by the purchaser.

15.15. The owner hereto or any of his civil engineers shall give an advance notice to make inspection of the allotted flat in course of construction of the multistoried building and shall also be entitled to raise technical's objection in the materials used for constructional purpose.

15.16. The Developer must have to give the C.C. of the Municipality within a short period.

#### **ARTICLE XVII: FORCE MEAJEURE**

16.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force majeure and shall be suspended from the obligations during the duration the force majeure.

16.2 Force Meajure shall mean flood, earth — quake, riot war, tempest civil commotion, strike and/or. any other acts or commission beyond the reasonable control of the Developer.

#### **THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel. of Bastu land measuring 4 Cottahs 10 Chittacks 0 sq.ft. more or less together with two storied building thereon measuring 2000' Sq.ft. (on the ground floor 1000 sq. ft and on the First floor 1000 sq. ft ) more or less cemented floor at Mouza Dum Dum Cantonment , P.S. Dum Dum, District North 24 Parganas, J.L. No. 13, at C.S & R.S. Dag No. 2001(p) , E.P. No. 90, S.P. No. 163 at Holding No. 8/2/90, Arabinda Sarani , ward No. 10, under Dum Dum Municipality, within A.D.S.R.O. Cossipore Dum Dum, which is butted and bounded in the manner following :-

<b>ON THE NORTH</b>	: E.P. No. 75.
<b>ON THE SOUTH</b>	: E.P. No. 89.
<b>ON THE EAST</b>	: Colony Road .
<b>ON THE WEST</b>	: E.P. No. 91 .

**SPECIFICATION**

1. Building : The complex has a R.C.C. structures
2. Walls : Outer wall thick, inner wall s11 thick
3. Door : All he completed by flush door, frame 7 ft. height, main door flush door 6 ½ and 3 ½ ft' wide and 7x3 ft. Toilet PVC door
4. Floor : All floor are marble/tiles.
5. Kitchen : Marble flooring, Green Polish, cooking platform with 3'ft.glazed tiles one sink steel, one exhaust fan point, one water points with C.P. Bib Cock (one).
6. Electrical : All wiring will be good quality wire concealed and good quality switch fitting and developer will bear necessary expenses to install electric main meter from C.E.S.C Ltd. Washing Machine point,
7. Toilets : Glazed tiles upto 6'ft. height from floor level concealed piping shower point, W.C. attached toilets 6' ft. tiles and attached toilet with plane commode. Floor will be floor marble. No of toilets will be two, Geysar point in toilet.
8. Interior Wall coats : All interior walls will be finished with a coat of plaster of paris.
9. External Work: Weather cote.
10. Window : Aluminum frame window.
11. Grill covered grill : Square covered grill for windows & Balcony.(paint of Grill).
12. Toilets : Marble/tiles flooring, Glazed tiles upto door 6'ft. height from floor level concealed piping, shower point, exhaust fan.
13. W/C : Marble/floor tiles flooring, Glazed tiles upto 6'ft. height from floor level concealed piping, shower point, exhaust fan.
14. Stair Case: Marble flooring with MS Grill railing.
15. Extra Work : Any extra work other than the standard schedule shall be charged extra s described by the builder/developer or their engineer and such amount shall be deposited before the execution of such work.

**PART -IV**

Common Facilities and Amenities : Shall include corridors, hall ways passage, ways, common stair case, car parking space, common lands, pump room, overhead water tank, motor and other



15.

facilities which may be mutually agreed upon, between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under.

**(COMMON AREAS AND FACILITIES)**

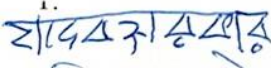
- 1.. The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
- 2.. Maintenance, gate, boundary walls, stair case, roof, landings, 'lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
3. The rite of passage in common as aforesaid gas, telephone, if there be any electricity, water from and to the said flat through pipes, drains, wires and conduits.
4. The entire land or space lying vacant within the said premises.

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

**SIGNED SEALED AND DELIVERED**

In the presence of-

**WITNESSES-**

1.   
सविनयपूर्वक सूचना,  
ठोकान- 52
2. Kamrith Chakraborty  
J.D. Nagar,  
K01-56

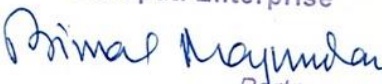
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**SIGNATURE OF THE OWNER**  
Ganapati Enterprise.



Partner

Ganapati Enterprise

  
Partner

**SIGNATURE OF THE DEVELOPER**

16.

**RECEIPT**

RECEIVED a sum of Rs.10,00,000/- (Rupees Ten Lakh ) only from the Purchaser herein hereby as an earnest money and/or part payment of total consideration money as per memo below :-

**MEMO OF CONSIDERATION**

<u>Dated</u>	<u>Bank/ Branch</u>	<u>Cheque No. /Cash</u>	<u>Amount</u>
24.5.2022	H.O.F.C.	000046	RS. 4,57,000/-
24.5.2022	DO	000045	RS. 4,00,000/-
Paid by cash on different dates			RS. 1,43,000/-

Rs. 10,00,000/-

(Rupees Ten Lakh ) only

**WITNESSES;**

1.

স্বাক্ষরিত

Sanjit Debta

SIGNATURE OF THE OWNER

2.

**DEED PREPARED BY ME**

P. K. Bandyopadhyay

**P. K. BANDYOPADHYAY**

Advocate

HIGH COURT, CAL - 1

F. No.- W.B.- 2653/99





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

**GRN Details**

**GRN:** 192022230022910901 **Payment Mode:** Online Payment  
**GRN Date:** 10/05/2022 13:01:28 **Bank/Gateway:** State Bank of India  
**BRN :** IK0BRFCPY3 **BRN Date:** 10/05/2022 13:02:39  
**Payment Status:** Successful **Payment Ref. No:** 2001189696/1/2022  
[Query No\*/Query Year]

**Depositor Details**

**Depositor's Name:** MONOJ MALLICK  
**Address:** SINTHI  
**Mobile:** 9830209114  
**Depositor Status:** Solicitor firm  
**Query No:** 2001189696  
**Applicant's Name:** Mr Monoj Mallick  
**Identification No:** 2001189696/1/2022  
**Remarks:** Sale, Development Agreement or Construction agreement

**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001189696/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	19921
2	2001189696/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	10021
<b>Total</b>				<b>29942</b>

**IN WORDS: TWENTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.**



### Mouza Identification

Code Wise / Name Wise: \*  Code Wise  Name Wise

District: [15] UTTAR 24 PARGANA

Block: [08] BARRACKPUR-2

Mouza: [213] DUMDUM CANTONMENT

### Option:

Khatian Type: \*  Normal Khatian  Lease Khatian  FHTD Khatian

Search By Khatian  Search By Plot

Khatian No. : \* 90 /

Enter Captcha\*

T Z 6 7 X F

VIEW

(Live Data As On 10/05/2022,14:25:48)

জে.এল.নং (J.L.No.): 13 খানা (P.S.): দুমদু

খতিয়ান নং (Khatian No.):	90
স্বত্বের নাম (Owner Name):	মিতালী ধর
পিতা/স্বামী (Father/Husband):	মৃত নিরঞ্জন
ঠিকানা (Address):	1/17 মতিলাল কলোনী, কলি. 28
জমির পরিমাণ (TOTAL LAND):	0.0118 একর (Acre)
দাগের সংখ্যা (Total Plot):	1

### অত্রস্থলের দাগের বিবরণ ও পরিমাণ:

Plot No. দাগ নং	Classification শ্রেণী	Share অংশ	Share Area(Acre) অংশ পরিমাণ(একর)	Remarks মন্তব্য
2001	বাড়	0.0007	0.0118	Nil



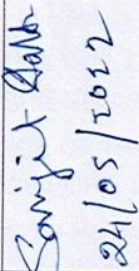
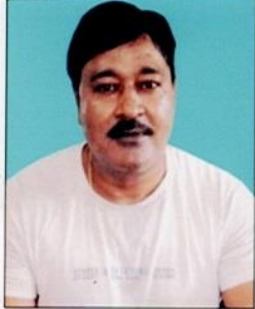

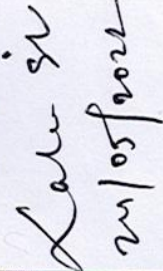


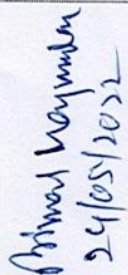







Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM, District Name :North 24-Parganas  
Signature / LTI Sheet of Query No/Year 15062001189696/2022

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Sanjit Datta 8/2/90, Arabinda Sarani, City:- , P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028	Land Lord			 Sanjit Datta 24/05/2022
2	Mr Lalan Singh 39, Mandir Road, City:- , P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028	Represent ative of Developer [Ganapati Enterprise ]			 Lalan Singh 24/05/2022
3	Mr Bimal Majumdar 33/1, 1/7A, K. B. Sarani, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:- North 24-Parganas, West Bengal, India PIN:- 700028	Represent ative of Developer [Ganapati Enterprise ]			 Bimal Majumdar 24/05/2022



Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Jadab Sarkar Son of Abinash Sarkar Alipur Battala, City:- P.O:- Nimta. P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049	Mr Sanjit Datta, Mr Lalan Singh, Mr Bimal Majumdar			

(K. Istava Dey)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 COSSIPORE DUMDUM  
 North 24-Parganas, West  
 Bengal



## Major Information of the Deed

Deed No :	I-1506-07011/2022	Date of Registration	30/05/2022
Query No / Year	1506-2001189696/2022	Office where deed is registered	
Query Date	19/04/2022 9:00:34 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Monoj Mallick 100, South Sinthee Road, Thana : Sinthi, District : North 24-Parganas, WEST BENGAL, PIN - 700030, Mobile No. : 9330209114, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,05,07,497/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 10,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip. (Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Arabinda Sarani, Mouza: Dumdum cantt, Ward No: 10, Holding No:8/2/90 JI No: 13, 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	RS-2001	RS-90	Bastu	Bastu	4 Katha 10 Chatak	1/-	91,57,497/-	Property is on Road Adjacent to Metal Road,
<b>Grand Total :</b>					<b>7.6313Dec</b>	<b>1 /-</b>	<b>91,57,497 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	1/-	13,50,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
<b>Total :</b>		<b>2000 sq ft</b>	<b>1 /-</b>	<b>13,50,000 /-</b>	



**and Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Sanjit Datta</b> Son of Late Sukhendu Bikash Datta 8/2/90, Arabinda Sarani, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:- North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aexxxxxx1e,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 24/05/2022 , Admitted by: Self, Date of Admission: 24/05/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 24/05/2022 , Admitted by: Self, Date of Admission: 24/05/2022 ,Place : Pvt. Residence

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Ganapati Enterprise</b> 90, Arabinda Sarani, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 , PAN No.:: aaxxxxxx1g,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Lalan Singh</b> Son of Late Sukhat Singh 39, Mandir Road, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARxxxxxx3J,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Ganapati Enterprise (as Partner)
2	<b>Mr Bimal Majumdar (Presentant )</b> Son of Late Dhani Bhusan Majumder 33/1, 1/7A, K. B. Sarani, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVxxxxxx2B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Ganapati Enterprise (as Partner)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Jadab Sarkar</b> Son of Abinash Sarkar Alipur Battala, City:- , P.O:- Nimta, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049			
Identifier Of Mr Sanjit Datta, Mr Lalan Singh, Mr Bimal Majumdar			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Mr Sanjit Datta	Ganapati Enterprise-7.63125 Dec
<b>Transfer of property for S1</b>		
SI.No	From	To. with area (Name-Area)
1	Mr Sanjit Datta	Ganapati Enterprise-2000.00000000 Sq Ft



Endorsement For Deed Number : I - 150607011 / 2022

On 10-05-2022

**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 1,05,07,497/-

*Kaustava Dey*

**Kaustava Dey**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. COSSIPORE**  
**DUMDUM**  
**North 24-Parganas, West Bengal**

On 24-05-2022

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

Presented for registration at 18:05 hrs on 24-05-2022, at the Private residence by Mr Bimal Majumdar ..

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

Execution is admitted on 24/05/2022 by Mr Sanjit Datta, Son of Late Sukhendu Bikash Datta, 8/2/90, Arabinda Sarani, P.O: Dum Dum, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Business

Indetified by Mr Jadab Sarkar, , , Son of Abinash Sarkar, Alipur Battala, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Others

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

Execution is admitted on 24-05-2022 by Mr Lalan Singh, Partner, Ganapati Enterprise (Partnership Firm), 90, Arabinda Sarani, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028

Indetified by Mr Jadab Sarkar, , , Son of Abinash Sarkar, Alipur Battala, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Others

Execution is admitted on 24-05-2022 by Mr Bimal Majumdar, Partner, Ganapati Enterprise (Partnership Firm), 90, Arabinda Sarani, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028

Indetified by Mr Jadab Sarkar, , , Son of Abinash Sarkar, Alipur Battala, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Others

*Kaustava Dey*

**Kaustava Dey**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. COSSIPORE**  
**DUMDUM**  
**North 24-Parganas, West Bengal**



On 26-05-2022

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 10,021/- ( B = Rs 10,000/- ,E = Rs 21/- ) and Registration Fees paid by by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/05/2022 1:02PM with Govt. Ref. No: 192022230022910901 on 10-05-2022, Amount Rs: 10,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BRFCPY3 on 10-05-2022, 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 by online = Rs 19,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/05/2022 1:02PM with Govt. Ref. No: 192022230022910901 on 10-05-2022, Amount Rs: 19,921/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BRFCPY3 on 10-05-2022, Head of Account 0030-02-103-003-02



**Arijit Bhattacharyya**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE  
DUMDUM**

**North 24-Parganas, West Bengal**

On 30-05-2022

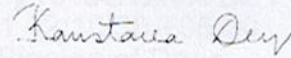
**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

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 Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-  
Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-
2. Stamp: Type: Impressed, Serial no 578, Amount: Rs.100/-, Date of Purchase: 04/03/2022, Vendor name: Ranjita Pal



**Kaustava Dey**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE  
DUMDUM**

**North 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2022, Page from 296491 to 296519  
being No 150607011 for the year 2022.



Digitally signed by KAUSTAVA DEY  
Date: 2022.06.01 12:10:30 +05:30  
Reason: Digital Signing of Deed.

*Kaustava Dey*

(Kaustava Dey) 2022/06/01 12:10:30 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.

(This document is digitally signed.)



**SPECIMEN FORM FOR TEN FINGERPRINTS**

Sl No	Signature of the Executants / Presentants					
	 <p><i>Sanjit Galt</i></p>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
	 <p><i>Anmol Nayak</i></p>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
	 <p><i>Keshav</i></p>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						