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E-6443/2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 363414

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**DEVELOPMENT AGREEMENT/JOINT VENTURE  
AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT** is made on this the 04<sup>th</sup> day of  
August, 2023 (Two thousand twenty three).

**BETWEEN**

It is hereby declared that the document is submitted to  
registration. The Signature sheet and the  
endorsement sheet are attached with this  
document as a part of this document.

Sub-Registrar  
South 24 Parganas

04 AUG 2023

**SRI SANKAR BHATTACHARYA**, (PAN NO. AGFPB6232N, AADHAAR NO. 6419 8388 5000), son of Late Pratap Kumar Bhattacharya, by occupation- Business, by religion- Hindu, by nationality- Indian, residing at Piyari Kabiraj lane, Post Office- Harinavi, Police Station -Sonarpur, District - South 24 Parganas, Kolkata- 700148, hereinafter called the '**OWNER**' (which expression shall unless excluded by or repugnant to the context be deemed and mean and include his heirs, legal representatives, administrators, executors and assigns) of the **ONE PART**.

**-AND-**

**M/S. LANDMARK CONSTRUCTION**, a Proprietorship Firm, having its office at Block- B/30, Rabindra Pally, P.O.- Baghajatin, P.S.- Patuli, Kolkata - 700086, represented by its Proprietor **SOURAV BARAL**, (PAN NO. BGGPB6400C, AADHAAR NO. 6609 7709 5292), son of Soumen Baral, by faith - Hindu, by nationality - Indian, by occupation - Business, resident of B/30, Rabindra Pally, P.O.- Baghajatin, P.S.- Patuli, Kolkata - 700086, hereinafter called the '**DEVELOPER/PROMOTER**' (which term or expression unless excluded by or repugnant to the context shall deem to mean and include its successors, successors-in-office, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** 2 decimals land at Mouza- Harinavi, comprised in L.R. Dag No. 922, L.R. Khatian No. 646 belonged to Dhirendra Nath Chakraborty and 3 decimals land at Mouza- Harinavi, comprised in L.R. Dag No. 922, L.R. Khatian No. 1282 belonged to Rajendra Nath Chakraborty, both were sons of Late Kalidas Chakraborty, which is the subject matter of this Development Agreement.

**AND WHEREAS** while seized and possessed the aforesaid property one of the owner namely Rajendra Nath Chakraborty died unmarried on or

about 06.07.1961 leaving behind his brother Dhirendra Nath Chakraborty as the only legal heirs and successors who inherited the property of his deceased brother.

**AND WHEREAS** while seized and possessed the aforesaid property at Mouza- Harinavi, comprised in L.R. Khatian Nos. 646 and 1281 measuring about 5 decimals more or less the said Dhirendra Nath Chakraborty died on or about 10.04.1968 leaving behind his wife Sefalika Debi (Chakraborty) and five sons namely 1) Dilip Chakraborty, 2) Gour Mohan Chakraborty, 3) Mantu Chakraborty, 4) Pradip Chakraborty, 5) Bablu Chakraborty as his only legal and successors.

**AND WHEREAS** while seized and possessed the property jointly by the legal heirs of deceased Dhirendra Nath Chakraborty, Sefalika Chakraborty died on or about 21.12.2001 leaving behind her five sons 1) Dilip Chakraborty, 2) Gour Mohan Chakraborty, 3) Mantu Chakraborty, 4) Pradip Chakraborty, 5) Bablu Chakraborty as her only legal and successors.

**AND WHEREAS** while seized and possessed the aforesaid property jointly by the legal heirs of deceased Dhirendra Nath Chakraborty and Sefalika Chakraborty, the aforesaid Bablu Chakraborty died on or about 17.11.2013 leaving behind his wife Lily Chakraborty, two daughters namely 1) Nupur Mukherjee and 2) Jhumur Banerjee and one son namely Raj Kumar Chakraborty as his only legal heirs and successors.

**AND WHEREAS** by way of succession 1) Dilip Chakraborty, 2) Gour Mohan Chakraborty, 3) Mantu Chakraborty, 4) Pradip Chakraborty, 5) Lily Chakraborty, 6) Nupur Mukherjee 7) Jhumur Banerjee 8) Raj Kumar Chakraborty became the joint owners of the land measuring 5 sataks more or less comprised in L.R. Dag No. 922, R.S. Khatian No. 1594 correspondingly L.R. Khatian Nos. 646 and 1282, at Mouza- Harinavi, J.L. No. 36, holding No.

41, Ward No. 18 of Rajpur-Sonarpur Municipality, P.S. Sonarpur, District-South 24 Parganas.

**AND WHEREAS** became the joint owners of the aforesaid property enjoyed the possession the same by paying taxes in regular basis, without any disturbance from any corner.

**AND WHEREAS** while seized and possessed the aforesaid property due to some family reasons and financial crisis the owners of the aforesaid property decided to sell the property.

**AND WHEREAS** came to know from some reliable source the Owner/Vendor herein accepted the proposal of the Owners therein and executed and registered a Bengali Bikroy Kobala on 31.03.2022 in the office of the A.D.S.R. Sonarpur which was duly recorded in Book No. I, Volume No. 1608-2022, Pages from 72439 to 72462, being No. 02833 for the year 2022.

**AND WHEREAS** became the owner of the aforesaid property the Owner/Vendor herein enjoyed the possession over the said property by mutated his name in office of the B.L. & L.R.O. Sonarpur and also in the Rajpur-Sonarpur Municipality and paid taxes in regular basis.

**AND WHEREAS** while seized and possessed the aforesaid property the Owner/Vendor herein for the maximum benefit from the said land decided to make multi storied building on the said land by appointing a developer, having experience in construction of multi storied buildings at its own cost and responsibility and having full financial strength and capability to construct multi storied building.

**AND WHEREAS** the **DEVELOPER/PROMOTER** considering the proposal of the **OWNER** accepted the offer of the **OWNER** for developing the Schedule property by erecting multi storied building (Ground+3) at its own cost and responsibility.

AND WHEREAS the Second party as the DEVELOPER CUM PROMOTER being experienced in this line has approached the owner and for construction of multi-storied building over the mentioned in the schedule below at its own cost and responsibility containing several residential flats, garages, shop rooms and shall be at liberty to sell developer's share/allocation to the intending purchaser/purchasers.

AND WHEREAS the OWNER herein, considering the proposal of the Developer/Promoter and agreed to develop his said property by erecting multi-storied building (Ground+3) at the cost and responsibility of the DEVELOPER/PROMOTER, and for avoiding the future litigation and complication the parties named above have agreed to execute a Deed of Agreement on the following terms and conditions as mentioned below:-

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

- i) That the OWNER shall deliver the said land with structure to the DEVELOPER and the OWNER has already proved his right, title and interest in the said property having sixteen annas good marketable title to the said land with structure thereon without any claim, right, title or interest of any other person or persons and the OWNER has the right, power and absolute authority to enter into this agreement with the developer. The Developer has represented that the prima facie satisfied with regard to the title of the property. The Developer shall cause all necessary searches at its own costs with regard to the marketability of the title of the property and owner hereby undertake to indemnify and keep the developer indemnified against all second party claims, actions and demands whatsoever with regard to the owner's title in the said property.
- ii) That with the execution of this agreement the OWNER will hand over the Xerox copies of all relevant Deeds, Tax Receipt, Rent Receipts,

Settlement record and other relevant documents in respect of the said property, and if necessary produce the original documents to the DEVELOPER herein for proper verification. The DEVELOPER herein inspected all the relevant documents in respect of the said land with structure after being fully satisfied with the right, title and interest over the said land with structure of the owner herein, accepted the possession of the said land and structure from the owner herein.

- iii) The OWNER confirm that there is no notice of acquisition or requisition received or pending in respect of the land measuring 5 sataks or 3 kathas more or less together with total 200 Sq.ft. kacha structure thereon at Mouza- Harinavi, J.L. No. 36, comprising in R.S. Dag & L.R. Dag No. 922, R.S Khatian No. 1594 and L.R. Khatian No. 3773, Municipal holding No. 41, Ward No. 18 of Rajpur-Sonarpur Municipality, P.S. Sonarpur, District-South 24 Parganas or any portion thereof.
- iv) The OWNER also assured that the said property does not fall under the Urban Land (Ceiling & Regulation) Act 1976.
- v) The OWNER has not entered into any agreement with any other person/persons or company/companies in connection with the development/sale/transfer of their right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement. If it will reveal in future after the execution this agreement then the owner's first part hereto has to compensate the developer/promoter.
- vi) The OWNER do hereby declare that no suits/cases civil or criminal and/or any other proceedings are pending in any Court of Law in respect of the schedule referred property and if so, the Owner will be held liable or compound, compromise, withdraw, settle with the

litigants as early as possible and thereby ensure the Developer for such removal of legal complications immediately.

- vii) That the **DEVELOPER** shall prepare the building plan in conformity with the provisions of the West Bengal Municipal Building Rules 1996 for construction of multi storied building on the Schedule property and the **DEVELOPER** will take steps to sanction the same by the Municipal Authority, and at any point of time if there is any necessity for revision of the sanction building plan, the **DEVELOPER** will take proper steps for revising the said plan and will deposit all the costs, which will be required for the purpose of revision of the sanction building plan from the Municipality.
- viii) That the **OWNER** will sign all the documents, Affidavit, Indemnity and others required for Sanction of Building Plan and construction of the Building and completion thereof in the Schedule Property, at the request of the **DEVELOPER/PROMOTER**.
- ix) The **OWNER** will sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the Developer's at the cost of the nominees of the Developer.
- x) The **DEVELOPER** shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the Owner's at the cost of the nominees of the Owner.
- xi) It has been agreed by and between the parties hereto that in the event of any claim and/or encumbrance being invoked in respect of the said Premises/Property or any part thereof by any third party due to any act, deed, matter or thing done and/or caused to be done and in any manner concerning the said Premises the entirety of all such claims, demands, losses, consequences shall entirely and exclusively be borne by the

Owner herein and the Developer shall not liable nor responsible for bereaving any consequence in respect thereof in any capacity thereof.

- xii) The rights granted to the **DEVELOPER** to develop the said property shall not be revoked or terminated by the Owner so long the Developer ready and willing to comply with its obligations herein contained and to act in terms of this agreement.
- xiii) That the Owner will execute necessary Deed of Conveyance or Conveyances in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees at any time after delivery of possession of the Owner's allocation or on the expiry of the 15 days from the date of servicing of notice of delivery of possession of Owner's allocation.
- xiv) That after execution of this agreement by the Owner with the Developer, the Owner will not create any encumbrances and/or lien in respect of the property and the Developer's exclusive right for development of the property shall not in any way be affected.
- xv) The **OWNER** will execute a **DEVELOPMENT POWER OF ATTORNEY** appointing the Developer as their Constituted Attorney authorizing to execute Agreement for sale, sale to intending purchasers, sign and execute any relevant papers relating to the Sale Deed and to appear before the registration authority to complete the registration in respect of the Developer's allocation aforesaid and/or constructed area of the proposed building including proportionate share of the land and common rights and facilities attached thereto and the Developer shall be entitled to handover the possession of the Developer's allocation to the intending purchasers. The Developer shall also be entitled to apply housing loan for the Developer's allocation or portion thereof in terms of

this presents by the intending purchasers and do all deeds and things necessary for completion of the project.

- xvi) In case any permission or clearance or no objection of any authority be required for plan sanction, construction and development etc [including clearances under the Urban Land (Ceiling & Regulation) Act 1976], then the DEVELOPER shall render all assistance and Co-Operation to the OWNER in obtaining the same.
- xvii) In case the OWNER makes a request to the DEVELOPER in writing seeking structural/civil changes in the Owner's Allocation after sanction plan, then the Owner will be liable for all costs and expenses in connection therewith.
- xviii) The DEVELOPER shall be entitled to as well as obliged to apply for and obtain connections for water, electricity, drainage, sewerage and other inputs utilities and facilities from the State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the New Building at its own costs and expenses either in the name of the Developer and/or the Owner and for that or otherwise to close down and have disconnected the existing connections etc.
- xix) The DEVELOPER shall have right to appoint any Financer for smooth and successful completion of the construction of the Multi storied building.
- xx) That the DEVELOPER has the liberty to sale DEVELOPER'S ALLOCATION to the intending purchasers and will take the sale proceeds thereof.
- xxi) The name of the Apartment will be decided later.
- xxii) That the DEVELOPER/PROMOTER hereby agrees to develop and agrees to complete the construction work of the proposed building over

the Schedule property mentioned below entirely at its own cost in accordance with the sanction building plan using standard and good building material and within 24 months from the date of obtain sanction plan from the Rajpur-Sonarpur Municipality.

xxiii) That in lieu of the said property, the **DEVELOPER** herein agrees with the **OWNER** that in consideration of the Schedule land the development ratio will be 60% and 40%. The developer will get 60% super built up area of the proposed building and owner will get 40% super built up area in of the proposed building (2<sup>nd</sup> floor front side, 3<sup>rd</sup> floor back side and one shop room at ground floor front side) and also the owner will get Rs. 8,00,000/- (Rupees Eight lakhs only), out of which Rs. 5,00,000/- (Rupees Five lakhs only) will get at the time of execution of this agreement and after completion of the first floor roof owner will get rest of Rs. 3,00,000/- (Rupees Three lakhs only), (which is refundable to the developer/promoter before getting possession of the proposed building) which is described as **OWNER'S ALLOCATION**, details of which described in Schedule "B".

xxiv) The 60% of the proposed building shall be the portion of **DEVELOPER'S** only and hereinafter called and referred to as the **DEVELOPER'S ALLOCATION**, more fully described in the Schedule "C" hereunder written and the **DEVELOPER** shall have the liberty to deal with the Developer's Allocation in all lawful manner at its own choice and wishes and the Owner shall not claim or demand any further cash amount or any other construction area for any reason whatsoever other than the area of Owner's Allocation.

xxv) That the **OWNER** will pay and clear all the due rent and taxes to the Government and Municipality in respect of the Schedule property till the date of execution of this self same agreement.

- xxvi) That after completion of building and handing over the same to the proposed purchasers by way of sell the purchasers will become the absolute owner of their respective portion together with proportionate share of land underneath of Schedule land and shall be collectively liable to bear all costs of maintenance of building rent and taxes and other incidental cost or costs.
- xxvii) That all cost, responsibilities for construction of the said multi storied building shall be borne by the Developer only.
- xxviii) That the cost for installation of the transformer will be borne by the developer. However the charges involved in this connection will be recovered subsequently from the intending flat owners of the Developer's Allocation.
- xxix) That all the legal formalities shall be done by the Developer's Advocate, RAJA NANDY only.
- xxx) That the Owner doth hereby agree that he shall not do anything in regard to the said property whereby the right of the Developer to undertake construction of the proposed building and disposal of its share of the said building is prejudicially effected and/or the construction be delayed or impeded in any manner whatsoever.
- xxxi) That the DEVELOPER shall pay all rent and taxes to the Government and Municipal authority of the building constructed on the Schedule property till the handing over to the prospective purchasers of the building.
- xxxii) That the time is the essence of this agreement.
- xxxiii) That the duration of this agreement shall continue till the Developer requires for its business purpose in respect of its saleable portions even after the delivery of the Owner allocated portion in the newly built-up multi storied building.

- xxxiv) That the Owner party to the first part to this agreement, consents to the specification of construction in respect of the Owner allocated portion in the proposed new building hereinafter referred to as Owners allocation as more fully and particularly described in the Schedule-"B" written herein below. The delivery of possession of the Owner's allocation by the Developer of the building shall be completed within 24 months from the date of obtain sanction plan from the concerned authority, **SUBJECT TO "Force Majeure"** condition, like flood, earthquake, water, stream, tempest, civil commotion, strike, riot or war and other acts of God and, when the obligation of the Developer in regard to period of completion of construction shall remain suspended for the duration of the "Force Majeure".
- xxxv) That the Developer\Promoter shall appoint competent Architect, Engineer, Masons, Carpenters and Workmen and discharge them and make fresh appointment on such terms and conditions as the Builder/Developer shall think fit and proper for which the Land Owner shall have no objection and responsibility.
- xxxvi) That after completion of building and handing over the same to the proposed purchasers by way of sale the purchaser will become the absolute owner of their respective portions together with proportionate share of land underneath of Schedule land and the owner for its respective portion shall be collectively liable to bear all costs of maintenance of building rent and taxes and other incidental cost or costs.
- xxxvii) That the party to the first part and their respective transferees shall not demolish or permit to demolish of any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alternation therein without the previous consent

of the **DEVELOPER / MANAGEMENT / SOCIETY/ ASSOCIATION** hereinafter in this behalf.

- xxxviii) That after the formation of the Body of Occupiers and the right of control and management in respect of the said constructed building shall be handed over to the said Body by the Developer and thereafter, the Developer shall not remain liable for the constructed building or any portion thereof in any manner whatsoever.
- xxxix) That the Developer shall be exclusively entitled to transfer or dispose of the Developer's allocation in the said building without disturbing the common facilities available thereon with the exclusive right to deal with, enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Owner and the Owners or any person or persons claiming through them shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation or any person or persons claiming through the Developer or nominee or nominees of the Developer.
- xl) The **DEVELOPER** shall be liable to pay the **GST** for the profit generated out of the construction and sales of the multi-storied building over the Schedule Land and in any condition the land owner (party to the first part) shall not be liable to pay the same and if any dues on account of the same is outstanding against the owner after completion and handover the building to the respective purchasers the same shall have to be paid by the Developer.
- xli) That if any dispute arises between the parties herein the same shall be adjudicated by way of arbitration as per provision of Arbitration and Conciliation Act, and subject matter of Kolkata Jurisdiction.

- xlii) The Arbitrator shall have summary powers and will be entitled to set up his own procedure and the Arbitrator shall have power to give interim awards and/or directions.
- xliii) The place of Arbitration shall be at Kolkata and the language will be English.
- xliv) Courts at Kolkata, District Court at Alipore, Sub-Divisional Court at Baruipur alone shall have jurisdiction to entertain and try all actions Suits and proceedings arising out of this agreement.

#### SPECIFICATION

- a) That the construction of the building generally of R.C.C. framed structure as per the design of the architect and structural Engineer. Each work in filling of foundation trenches, plinths, etc. with good earth in layers including watering and reaming etc. layer by layer as completed.
- b) **R.C.C. Work:** All R.C.C. Works in foundation plinth, beams, lintel, columns, floor beam, floor slab, staircase, etc. are concrete mix (1:2:4) with necessary reinforcement as per design.
- c) **BRICK WORK:** All outer walls are 8" thick and interior brick work is 5"/3" thick with 1<sup>st</sup> class brick in C.M. (1:5).
- d) **FLOORING:** The floor of the residential space will be tiles finish (2"x2"), except ground floor commercial portion if any, and four inch high dado as required. The floor of the commercial space will be in neat cement finish.
- e) **WALL FINISH:** Inside wall be plastered with cement sand mortar (1:5) outside wall was plastered with cement sand mortar (1:5) and inside wall of the residential space will be finished with Plaster of Paris.
- f) **DOORS:** are with wooden frame and plywood flush door.
- g) **WINDOWS:** are anodized aluminium made with glass(sliding type).

- h) **BATHROOM:** Two English Patterns latrine with One Shower, two tap Connection, one wash basin. Digital Tiles of Six feet in Bath room wall.
- i) **KITCHEN:** Digital tiles 3 ft, black stone slabs with granite top.

**WATER ARRANGEMENT:**

Submersible water connection in the building and that will be shared in each Bathroom and kitchen. And all plumbing works will be done with iron and P.V. C. properly.

**ELECTRIFICATION:**

- (I) Conceal wiring fully within the building.

Bed Room

- a) Ceiling Fan Point
- b) Tube Point
- c) Light Point
- d) 5Amp. 5 Pin Point
- e) One A.C. Point in one bed room

Kitchen

- a) Exhaust fan point
- b) Light Point
- c) 5Amp. 5 Pin Point

Balcony

- a) Light Point
- b) 5 Amp. 5 Pin Point

Bathroom

- a) Single Bracket light point No. 1
- b) One geyser point.
- c) One exhaust fan point.

### COMMON AREA SPECIFICATION

(i) **FLOORING:** The floor with neat cement finish and four inch high dado as required.

(ii) **WALL FINISH:** Inside wall was plastered with cement sand mortar (1:5) coated with best quality putty finish, outside wall was plastered with cement sand mortar (1:5) and finished.

(iii) **STAIRCASE:** R.C.C. framed stair with marble steps with milled railing on top.

(iv) **LIFT:** Adequate capacity of a reputed maker.

(v) **COMPOUND:**

(a) The compound will be paved wherever required and will be all around.

(b) Grill gates to be provided.

**NOTE:** Any extra work, which is not mentioned in the specification, will be charged extra as per market rate and fixed up by the Developer. No outside contractors will be allowed to execute any work till the possession of the space is taken. Full payment for such extra work shall be made before the work is started by the Purchaser of the space.

### THE SCHEDULE LAND ABOVE REFERRED TO

**ALL THAT PIECE AND PARCEL** of Bastu land measuring about 5 sataks or 3 kathas more or less together with one 200 Sq.ft. Tiles shed structure thereon at Mouza- Harinavi, J.L. No. 36, comprised in R.S. & L.R. Dag No. 922, R.S Khatian No. 1594, L.R. Khatian No. 3773, Municipal holding No. 41, Ward No. 18 of Rajpur-Sonarpur Municipality, Additional District Sub Registry Office at Sonarpur, Police Station- Sonarpur, in the District of South 24 Parganas, Kolkata- 700 148, butted and bounded in the following manner :-

- ON THE NORTH** : Vacant land;
- ON THE SOUTH** : 20' wide R.N.T. Road;
- ON THE EAST** : L.R. Dag No. 921;
- ON THE WEST** : 10' common passage;

**THE SCHEDULE "B" - OWNER'S ALLOCATION ABOVE REFERRED TO**

That as consideration of the Schedule land the owner will get 40% Super built up area of the proposed multi storied building (2<sup>nd</sup> floor front side, 3<sup>rd</sup> floor back side and one shop room at ground floor front side). The owner will also get Rs. 8,00,000/- (Rupees Eight lakhs only), out of which Rs. 5,00,000/- (Rupees Five lakhs only) will get at the time of execution of this agreement and after completion of the first floor roof owner will get rest of Rs. 3,00,000/- (Rupees Three lakhs only) (which will be refunded before getting possession of the proposed building) as follows:

|                                             |                |
|---------------------------------------------|----------------|
| At the time of execution of this agreement: | Rs. 5,00,000/- |
| After completion of the first floor roof:   | Rs. 3,00,000/- |

**THE SCHEDULE "C" DEVELOPER'S ALLOCATION ABOVE REFERRED TO**

Within the proposed G+3 multi storied building constructed over the Schedule land the DEVELOPER / PROMOTER will get 60% super built up area of the proposed multi storied building with proportionate share of land.

IN WITNESSES WHEREOF PARTIES hereto have set and subscribed their respective hands and seals the day, month and year first above written.

THE AGREEMENT IS EXPLAINED OVER  
US AND UNDERSTANDING ALL THE  
MEANING OF THE EXPRESSION USED  
IN THE AGREEMENT AND KNOWING  
FULLY WELL THE EFFECT OF THE SAME,  
WITHOUT ANY INSTRUCTION AND FEAR  
OF ANYONE SIGNED, SEALED & DELIVERED.

WITNESSES:

1. Swadhepto Banerjee  
28 No. Paroya Kakivaj Lane  
Harinavi - Kat 148

2. Anil Kumar Ghosh  
8 No. Ward  
Vishinagar 100-700

Sanjiv Bhattacharya  
SIGNATURE OF THE FIRST PART/OWNER

Landmark Construction  
Sanku Baid

Proprietor

SIGNATURE OF THE SECOND PART

(DEVELOPER/PROMOTER)

Drafted by

Raja Nandy

Raja Nandy

Advocate.

High Court, Calcutta.

Enrolment No. WB/355/2011.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the sum of Rs. 5,00,000/- (Rupees Five lacs) only being part payment of total consideration amount of Rs. 8,00,000/- (Rupees Eight lacs) only as per Memo below:-

Rs. 5,00,000/-

MEMO

| SL No. | Date     | Cheque/ Draft No. | Bank     | Amount         |
|--------|----------|-------------------|----------|----------------|
| 1.     | 04.08.23 | 380461            | P. N. B. | Rs. 5,00,000/- |
| 2.     |          |                   |          |                |
| 3.     |          |                   |          |                |
| TOTAL  |          |                   |          | Rs. 5,00,000   |

(Rupees Five lacs) only.

WITNESSES:

1. Swadeshto Banerjee

2. Sankar Chakraborty

Sankar Bhattacharya  
Signature of the Owner

# SPECIMEN FORM FOR TEN FINGER PRINTS



Sankar Bhattacharya

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



Sourav Dasgupta

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

PHOTO

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

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



192023240153458031

GRN Details

|                   |                     |                     |                        |
|-------------------|---------------------|---------------------|------------------------|
| GRN:              | 192023240153458031  | Payment Mode:       | Online Payment         |
| GRN Date:         | 02/08/2023 16:02:53 | Bank/Gateway:       | Central Bank of India  |
| BRN :             | CB1020823021284     | BRN Date:           | 02/08/2023 16:03:27    |
| GRIPS Payment ID: | 020820232015345802  | Payment Init. Date: | 02/08/2023 16:02:53    |
| Payment Status:   | Successful          | Payment Ref. No:    | 2001939037/4/2023      |
|                   |                     |                     | [Query No*/Query Year] |

Depositor Details

|                           |                                                       |
|---------------------------|-------------------------------------------------------|
| Depositor's Name:         | LANDMARK CONSTRUCTION                                 |
| Address:                  | PATULI                                                |
| Mobile:                   | 9804076693                                            |
| Depositor Status:         | Buyer/Claimants                                       |
| Query No:                 | 2001939037                                            |
| Applicant's Name:         | Mr Raja Nandy                                         |
| Identification No:        | 2001939037/4/2023                                     |
| Remarks:                  | Sale, Development Agreement or Construction agreement |
| Period From (dd/mm/yyyy): | 02/08/2023                                            |
| Period To (dd/mm/yyyy):   | 02/08/2023                                            |

Payment Details

| Sl. No. | Payment Ref No    | Head of A/C<br>Description               | Head of A/C        | Amount (₹) |
|---------|-------------------|------------------------------------------|--------------------|------------|
| 1       | 2001939037/4/2023 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 4921       |
| 2       | 2001939037/4/2023 | Property Registration- Registration Fees | 0030-03-104-001-16 | 8021       |
| Total   |                   |                                          |                    | 12942      |

IN WORDS: TWLEVE THOUSAND NINE HUNDRED FORTY TWO ONLY.

## Major Information of the Deed

|                                                              |                                                                                                                                                                                    |                                                |            |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------|
| Deed No.:                                                    | I-1608-06443/2023                                                                                                                                                                  | Date of Registration                           | 04/08/2023 |
| Query No / Year                                              | 1608-2001939037/2023                                                                                                                                                               | Office where deed is registered                |            |
| Query Date                                                   | 29/07/2023 9:50:27 PM                                                                                                                                                              | A.D.S.R. SONARPUR, District: South 24-Parganas |            |
| Applicant Name, Address & Other Details                      | Raja Nandy<br>Bar Association Room No. 11, High Court, Calcutta, Thana : Hare Street, District : Kolkata.<br>WEST BENGAL, PIN - 700001, Mobile No. : 7980402923, Status : Advocate |                                                |            |
| Transaction                                                  | Additional Transaction                                                                                                                                                             |                                                |            |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 8,00,000/-]                                             |                                                |            |
| Set Forth value                                              | Market Value                                                                                                                                                                       |                                                |            |
| Rs. 8,00,000/-                                               | Rs. 18,34,110/-                                                                                                                                                                    |                                                |            |
| Stamp duty Paid (SD)                                         | Registration Fee Paid                                                                                                                                                              |                                                |            |
| Rs. 5,021/- (Article:48(g))                                  | Rs. 8,021/- (Article:E, E, B)                                                                                                                                                      |                                                |            |
| Remarks                                                      | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)                                                                                    |                                                |            |

### Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: R. N. T. Road, Mouza: Harinabhi, , Holding No:41 JI No: 36, Pin Code : 700148

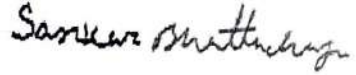
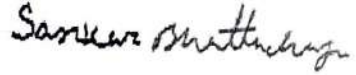
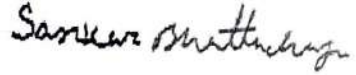
Hannabhi, Holding No:41 JI No: 36, Pin Code : 700148

| 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-922 (RS :-) | LR-3773        | Bastu             | Bastu   | 3 Katha      | 7,50,000/-              | 17,82,000/-           | Width of Approach Road: 20 Ft., ,Last Reference Deed No :1608-I -02833-2022 |
|        | Grand Total :  |                |                   |         | 4.95Dec      | 7,50,000 /-             | 17,82,000 /-          |                                                                             |

### Structure Details :

| Sch No                                                                                                                                                    | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1                                                                                                                                                        | On Land L1        | 200 Sq Ft.        | 50,000/-                | 52,110/-              | Structure Type: Structure |
| Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 12 Years, Roof Type: Tiles Shed, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| Total :                                                                                                                                                   |                   | 200 sq ft         | 50,000 /-               | 52,110 /-             |                           |

# Land Lord Details :

| Sl No                                                                                                                                                                                                         | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                   |                                                                                    |              |           |                                                                                                                                                                                                               |                                                                                   |                                                                                   |                                                                                    |            |  |                   |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------|--|-------------------|------------|
| 1                                                                                                                                                                                                             | <table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr SANKAR BHATTACHARYA (Presentant)</b><br/>           Son of Late PRATAP KUMAR BHATTACHARYA<br/>           Executed by: Self, Date of Execution: 04/08/2023<br/>           , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office         </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>04/08/2023</td> <td></td> <td>LTI<br/>04/08/2023</td> <td>04/08/2023</td> </tr> </tbody> </table> <p>           PIYARI KABIRAJI LANE, City:- Rajpur-sonarpur, P.O:- HARINAVI, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700148 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx2N, Aadhaar No: 64xxxxxxx5000, Status :Individual, Executed by: Self, Date of Execution: 04/08/2023<br/>           , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office         </p> | Name                                                                              | Photo                                                                              | Finger Print | Signature | <b>Mr SANKAR BHATTACHARYA (Presentant)</b><br>Son of Late PRATAP KUMAR BHATTACHARYA<br>Executed by: Self, Date of Execution: 04/08/2023<br>, Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office |  |  |  | 04/08/2023 |  | LTI<br>04/08/2023 | 04/08/2023 |
| Name                                                                                                                                                                                                          | Photo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Finger Print                                                                      | Signature                                                                          |              |           |                                                                                                                                                                                                               |                                                                                   |                                                                                   |                                                                                    |            |  |                   |            |
| <b>Mr SANKAR BHATTACHARYA (Presentant)</b><br>Son of Late PRATAP KUMAR BHATTACHARYA<br>Executed by: Self, Date of Execution: 04/08/2023<br>, Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |              |           |                                                                                                                                                                                                               |                                                                                   |                                                                                   |                                                                                    |            |  |                   |            |
| 04/08/2023                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | LTI<br>04/08/2023                                                                 | 04/08/2023                                                                         |              |           |                                                                                                                                                                                                               |                                                                                   |                                                                                   |                                                                                    |            |  |                   |            |

## Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                          |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>LANDMARK CONSTRUCTION</b><br>B/30, RABINDRA PALLY, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 , PAN No.:: bgxxxxxx0c,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

## Representative Details :

| Sl No                                                                                                                                                                           | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                                                                                      |              |           |                                                                                                                                                                                 |                                                                                     |                                                                                     |                                                                                      |                   |  |                   |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------|--|-------------------|------------|
| 1                                                                                                                                                                               | <table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr SOURAV BARAL</b><br/>           Son of Mr SOUMEN BARAL<br/>           Date of Execution - 04/08/2023, , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office         </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Aug 4 2023 2:23PM</td> <td></td> <td>LTI<br/>04/08/2023</td> <td>04/08/2023</td> </tr> </tbody> </table> <p>           B/30, RABINDRA PALLY, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BGxxxxxx0C, Aadhaar No: 66xxxxxxxx5292 Status : Representative, Representative of : LANDMARK CONSTRUCTION (as PROPRIETOR)         </p> | Name                                                                                | Photo                                                                                | Finger Print | Signature | <b>Mr SOURAV BARAL</b><br>Son of Mr SOUMEN BARAL<br>Date of Execution - 04/08/2023, , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office |  |  |  | Aug 4 2023 2:23PM |  | LTI<br>04/08/2023 | 04/08/2023 |
| Name                                                                                                                                                                            | Photo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Finger Print                                                                        | Signature                                                                            |              |           |                                                                                                                                                                                 |                                                                                     |                                                                                     |                                                                                      |                   |  |                   |            |
| <b>Mr SOURAV BARAL</b><br>Son of Mr SOUMEN BARAL<br>Date of Execution - 04/08/2023, , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |              |           |                                                                                                                                                                                 |                                                                                     |                                                                                     |                                                                                      |                   |  |                   |            |
| Aug 4 2023 2:23PM                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LTI<br>04/08/2023                                                                   | 04/08/2023                                                                           |              |           |                                                                                                                                                                                 |                                                                                     |                                                                                     |                                                                                      |                   |  |                   |            |

# Identifier Details :

| Name                                                                                                                                                                                                                      | Photo                                                                             | Finger Print                                                                      | Signature         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------|
| <b>Mr RAJA NANDY</b><br>Son of Late DIPAK KUMAR NANDY<br>BAR ASSOCIATION ROOM NO. 11A,<br>HIGH COURT, CALCUTTA, City:-<br>Kolkata, P.O:- GPO, P.S:-Hare Street,<br>District:-Kolkata, West Bengal, India,<br>PIN:- 700001 |  |  | <i>Raja nandy</i> |
|                                                                                                                                                                                                                           | 04/08/2023                                                                        | 04/08/2023                                                                        | 04/08/2023        |
| Identifier Of Mr SANKAR BHATTACHARYA, Mr SOURAV BARAL                                                                                                                                                                     |                                                                                   |                                                                                   |                   |

## Transfer of property for L1

| Sl.No | From                   | To. with area (Name-Area)      |
|-------|------------------------|--------------------------------|
| 1     | Mr SANKAR BHATTACHARYA | LANDMARK CONSTRUCTION-4.95 Dec |

## Transfer of property for S1

| Sl.No | From                   | To. with area (Name-Area)                |
|-------|------------------------|------------------------------------------|
| 1     | Mr SANKAR BHATTACHARYA | LANDMARK CONSTRUCTION-200.00000000 Sq Ft |

## Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: R. N. T. Road, Mouza: Harinabhi, , Holding No:41 JI No: 36, Pin Code : 700148

| Sch No | Plot & Khatian Number                  | Details Of Land                                                                                                 | Owner name in English as selected by Applicant |
|--------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| L1     | LR Plot No:- 922, LR Khatian No:- 3773 | Owner: শঙ্কর ভট্টাচার্য্য, Gurdian: প্রতাপ কুমার, Address: নিজ , Classification: বাস্তু, Area: 0.05000000 Acre, | Mr SANKAR BHATTACHARYA                         |

On 04-08-2023

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

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

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

Presented for registration at 12:42 hrs on 04-08-2023, at the Office of the A.D.S.R. SONARPUR by Mr SANKAR BHATTACHARYA, Executant.

**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 18,34,110/-

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

Execution is admitted on 04/08/2023 by Mr SANKAR BHATTACHARYA, Son of Late PRATAP KUMAR BHATTACHARYA, PIYARI KABIRAJI LANE, P.O: HARINAVI, Thana: Sonarpur, City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700148, by caste Hindu, by Profession Business

Identified by Mr RAJA NANDY, , Son of Late DIPAK KUMAR NANDY, BAR ASSOCIATION ROOM NO. 11A, HIGH COURT, CALCUTTA, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 04-08-2023 by Mr SOURAV BARAL, PROPRIETOR, LANDMARK CONSTRUCTION (Sole Proprietorship), B/30, RABINDRA PALLY, City:-, P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086

Identified by Mr RAJA NANDY, , Son of Late DIPAK KUMAR NANDY, BAR ASSOCIATION ROOM NO. 11A, HIGH COURT, CALCUTTA, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 8,021.00/- ( B = Rs 8,000.00/- , E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 8,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/08/2023 4:03PM with Govt. Ref. No: 192023240153458031 on 02-08-2023, Amount Rs: 8,021/-, Bank: Central Bank of India ( CBIN0280107), Ref. No. CBI020823021284 on 02-08-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 70, Amount: Rs.100.00/-, Date of Purchase: 01/08/2023, Vendor name: Subhojit Deb

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/08/2023 4:03PM with Govt. Ref. No: 192023240153458031 on 02-08-2023, Amount Rs: 4,921/-, Bank: Central Bank of India ( CBIN0280107), Ref. No. CBI020823021284 on 02-08-2023, Head of Account 0030-02-103-003-02



Arindam Chakraborty

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SONARPUR

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2023, Page from 131821 to 131847  
being No 160806443 for the year 2023.



Digitally signed by ARINDAM  
CHAKRABORTY  
Date: 2023.08.08 15:48:09 +05:30  
Reason: Digital Signing of Deed.

AR

(Arindam Chakraborty) 2023/08/08 03:48:09 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SONARPUR  
West Bengal.

(This document is digitally signed.)