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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 267384

15/05/2023
Q.2-179357/2023

certified that the document is authentic
registration. The signature sheets and
the endowment sheets attached with the
document are the part of this document.

[Signature]
District Sub-Register-II
Alipore, South 24-parganas

15/05/2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this
the 15th day of May, Two Thousand Twenty
Three (2023)

001500

08 MAY 2023

Sl. No. 100/-

Address

P.O. P.S.

Vender

Amitabha Som

(Advocate)
Alipore Judges Court
Kolkata-700027

Jyoti Dey
ALIPORE POLICE COURT
Raidate-27



Shyamal Sardar
S/o Late Ajit Sardar
of 20/2A Chetla Hut Road
P.O + P.S. Alipore
Kolkata- 700027
Occupation - Advocate

AS DIST. SUB-REGISTRAR-III
SOUTH 24 PGS., ALIPORE

15 MAY 2023

BETWEEN

(1) RASHMI CHAKRABORTY, (PAN : ACHPC2930N), (AADHAAR NO. 3490 8948 8727) and (Mobile No. : 9830306452), daughter of Late Ramendranath Sensarma and wife of Dr. Dhiraj Chakraborty, by nationality Indian, by religion Hindu, by occupation Retired Professor, residing at SURYA FERN ENCLAVE, Flat - 3B, 14 Ballygunge Station Road, P.O. - Ballygunge, P.S. - Gariahat, Kolkata-700019, West Bengal and (2) SOMSUBHRA SENSARMA, (PAN : ARUPS6736Q), (AADHAAR NO. 7419 6909 6209) and (Mobile No. 9433253056), son of Late Ramendranath Sensarma, by nationality Indian, by religion Hindu, by occupation Retired Government Officer, residing at 73, Ashoke Road, P.O. - Garia, P.S. - Patuli, South 24-Parganas, Kolkata - 700084, West Bengal hereinafter called the "OWNERS" (which term or expression shall, unless excluded by or repugnant to the context be always mean and include their respective heirs, executors, legal representatives and assigns) of the ONE PART:

A N D

KARMAKAR ENTERPRISE, a sole-proprietorship firm having its office at 11/12, Bijoygarh, P.O. Jadavpur University, P.S. Jadavpur, Kolkata - 700032 and represented by SRI KAMAL CHANDRA KARMAKAR, (PAN : AGAPK4391E), (AADHAAR NO. 9573 7713 8319) and (Mobile No. 9831149542), son of Late Jitendra Nath Karmakar, by nationality Indian, by religion Hindu, by occupation Business, residing at 2/11, Sree Colony, P.O. Regent Estate, P.S. Netaji Nagar, Kolkata - 700092, hereinafter called the "DEVELOPER" (which term or expression shall, unless excluded by or repugnant to the context be always mean and include its successors, successors-in-office, executors, administrators and assigns) of the OTHER PART.



Dist. Sub REGISTRAR-III
S. ALIPORE
15 MAR 2023

WHEREAS by an Indenture of Conveyance (Bengali Saff Bikroy Kobala) dated 13th January, 1960, registered in the office of the Sub-Registrar, Alipore Sadar, District - the then 24-Parganas, presently South 24-Parganas and recorded in Book No. I, Volume No. II, from pages 118 to 123, Being No. 293 for the year 1960, Sri Hirendra Lal Sarkar and Manindra Lal Chakraborty as joint Trustee of Ashoke Trust as vendor, sold, conveyed and transferred unto the purchasers Sri Lochhu Pochhali and Sri Ramendranath Sensarma **ALL THAT** piece or parcel of Land of Rayati right, measuring 6 cottahs 11 Chittacks 22 and $\frac{1}{2}$ sq. ft. land, situate lying at Mouza : Bademasur, Pargana : Khaspur, J.L. No. 31, comprised in R.S. Dag No. 455 under R.S. Khatian No. 148, within the Jurisdiction of former Jadavpur Municipality presently under Ward No. 101 of the Kolkata Municipal Corporation, being KMC Premises No. 158, Ashoke Road, having mailing address 73, Ashoke Road, P.O. - Garia, Kolkata - 700084, P.S. - Patuli formerly Jadavpur, prior to that Sadar Tollygunge, District - the then 24-Parganas, presently 24-Parganas (South), free from all encumbrances and liabilities whatsoever;

AND WHEREAS thereafter, by a Deed of Rectification dated 10.02.1960, registered in the office of the Sub-Registrar, Alipore Sadar, District - the then 24-Parganas, presently South 24-Parganas and recorded in Book No. I, Volume No. 30, from pages 67 to 68, Being No. 1097, for the year 1960, the said Sri Hirendra Lal Sarkar and Manindra Lal Chakraborty as joint Trustee of Ashoke Trust rectified in favour of Sri Lochhu Pochhali and Sri Ramendranath Sensarma, the mistakes in Dag No. which was written as 355 in the attached plan instead of 455 and other mistakes in the matter of consideration which was written as Rs. 6,999/- instead of Rs. 7,999/- in the registered Indenture of Conveyance (Bengali Saff Bikroy Kobala) dated 13th January, 1960, registered in the office of the Sub-Registrar, Alipore Sadar, District - the then 24-Parganas, presently South 24-

Parganas and recorded in Book No. I, Volume No. II, from pages 118 to 123, Being No. 293 for the year 1960;

AND WHEREAS thereafter the said Sri Lochhu Pochhali as party of the first part and Sri Ramendranath Sensarma as party of the second part, executed and registered one Partition Deed (Bantannama Dalil), dated 27th April, 1960, registered in the office of the Sub-Registrar, Alipore Sadar, District - the then 24-Parganas, presently South 24-Parganas and recorded in Book No. I, Volume No. 59, from pages 123 to 129, Being No. 3519, for the year 1960, whereby the party of the second part Sri Ramendranath Sensarma obtained land measuring 3 Cottahs 3 Chittacks and 28 and ½ sq. ft. land as described in the 'KHA' SCHEDULE of the Deed of Partition dated 27th April, 1960, situate lying at Mouza : Bademasur, Pargana : Khaspur, J.L. No. 31, comprised in R.S. Dag No. 455 under R.S. Khatian No. 148, within the Jurisdiction of former Jadavpur Municipality presently under Ward No. 101 of the Kolkata Municipal Corporation, being KMC Premises No. 158, Ashoke Road, having mailing address 73, Ashoke Road, P.O. - Garia, Kolkata - 700084, P.S. - Patuli formerly Jadavpur, prior to that Sadar Tollygunge, District - the then 24-Parganas, presently 24-Parganas (South), to the exclusion of the party of the first part, free from all encumbrances and liabilities whatsoever and started enjoying the said land as owner in possession after recording his name in the Office of the Revenue Department under the Collector, the then 24-Parganas and had been paying the rents and taxes to the Collectorate, Dist. 24-Parganas, presently 24-Parganas (South) in respect of the said land;

AND WHEREAS the said Ramendranath Sensarma, thereafter constructed two storied building on the said land purchased by him and mutated his name in the R.O.R., under Collectorate, 24-Parganas, and subsequently in the Assessment

records of the then Kolkata Municipal Corporation vide Assessee No. 31-101-02-0158-9 and the said land measuring **3 Cottahs 3 Chittacks and 28 and ½ sq. ft. TOGETHERWITH** the two storied building, situate lying at Mouza : Bademasur, Pargana : Khaspur, J.L. No. 31, comprised in R.S. Dag No. 455 under R.S. Khatian No. 148, within the Jurisdiction of former Jadavpur Municipality presently under Ward No. 101 of the Kolkata Municipal Corporation, being KMC Premises No. 158, Ashoke Road, having mailing address 73, Ashoke Road, P.O. - Garia, Kolkata - 700084, P.S. - Patuli formerly Jadavpur, prior to that Sadar Tollygunge, District - the then 24-Parganas, presently 24-Parganas (South);

AND WHEREAS the said Ramendranath Sensarma while thus absolutely seized and possessed of or otherwise well and sufficiently entitled as absolute owner to **ALL THAT** piece or parcel of Land, **3 Cottahs 3 Chittacks and 28 and ½ sq. ft. TOGETHERWITH** the two storied building, situate lying at Mouza : Bademasur, Pargana : Khaspur, J.L. No. 31, comprised in R.S. Dag No. 455 under R.S. Khatian No. 148, within the Jurisdiction of former Jadavpur Municipality presently under Ward No. 101 of the Kolkata Municipal Corporation, being KMC Premises No. 158, Ashoke Road, having mailing address 73, Ashoke Road, P.O. - Garia, Kolkata - 700084, P.S. - Patuli formerly Jadavpur, prior to that Sadar Tollygunge, District - the then 24-Parganas, presently 24-Parganas (South), died intestate on 23.02.2018, leaving behind him surviving his wife **Manisha Sensarma**, his only daughter **RASHMI CHAKRABORTY**, the owner no. 1 herein and his only son **SOMSUBHRA SENSARMA**, the owner no. 2 herein, as his legal heirs and successors as per Hindu Succession Act, 1956 and each heir inherited undivided 1/3rd share in the said property left by deceased Ramendranath Sensarma;

AND WHEREAS the said Manisha Sensarma, the wife of Late Ramendranath Sensarma, having died on 09.01.2023, her share devolved upon her daughter and son, the owner no. 1 & 2 herein and the two owners having inherited 1/3rd share left by their mother, became the joint owners in respect of the said **ALL THAT** piece or parcel of Land, **3 Cottahs 3 Chittacks and 28 and ½ sq. ft. TOGETHERWITH** the two storied building, situate lying at Mouza : Bademasur, Pargana : Khaspur, J.L. No. 31, comprised in R.S. Dag No. 455 under R.S. Khatian No. 148, within the Jurisdiction of former Jadavpur Municipality presently under Ward No. 101 of the Kolkata Municipal Corporation, being KMC Premises No. 158, Ashoke Road, having mailing address 73, Ashoke Road, P.O. - Garia, Kolkata - 700084, P.S. - Patuli formerly Jadavpur, prior to that Sadar Tollygunge, District - the then 24-Parganas, presently 24-Parganas (South);

AND WHEREAS the said daughter and son of Late Ramendranath Sensarma, thus became the joint owners of the said KMC Premises No. 158, Ashoke Road, having mailing address 73, Ashoke Road, P.O. - Garia, Kolkata - 700084, P.S. - Patuli formerly Jadavpur, prior to that Sadar Tollygunge, District - the then 24-Parganas, presently 24-Parganas (South), containing land measuring **3 Cottahs 3 Chittacks and 28 and ½ sq. ft. TOGETHERWITH** the two storied building thereon, by virtue of inheritance and each owner inherited undivided 1/2 share or interest of and in the said Premises, morefully mentioned and described in the **FIRST SCHEDULE** hereunder written, free from all encumbrances and liabilities whatsoever;

AND WHEREAS the said **RASHMI CHAKRABORTY** and **SOMSUBHRA SENSARMA**, the owners herein, are thus jointly seized and possessed of or otherwise well and sufficiently entitled to as joint owners of **ALL THAT** piece or parcel of Land, **3 Cottahs 3 Chittacks and 28 and ½ sq. ft. TOGETHERWITH**

the two storied building, situate lying at Mouza : Bademasur, Pargana : Khaspur, J.L. No. 31, comprised in R.S. Dag No. 455 under R.S. Khatian No. 148, within the Jurisdiction of former Jadavpur Municipality presently under Ward No. 101 of the Kolkata Municipal Corporation, being KMC Premises No. 158, Ashoke Road, having mailing address 73, Ashoke Road, P.O. - Garia, Kolkata - 700084, P.S. - Patuli formerly Jadavpur, prior to that Sadar Tollygunge, District - the then 24-Parganas, presently 24-Parganas (South), morefully mentioned and described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the said property is free from all encumbrances, lien, mortgages, lispensens whatsoever.

AND WHEREAS the owners are the joint owners-in-possession of the said property in which none other than the owners has any right, title, interest and possession.

AND WHEREAS the owners with a view to develop the said premises, morefully described in the **FIRST SCHEDULE** hereunder written, by way of constructing a G+III storied residential building with lift, approached the developer for construction of a G+III storied residential building on the basis of sharing of allocation of the proposed building as owners' allocation and developer's allocation to be given to the developer in lieu of developer's investment with right of transfer of developer's allocation, on some terms and conditions.

AND WHEREAS the developer having found the offer of the owners suitable, accepted the offer of the owners and the owners subject to the terms and conditions hereinafter contained, have agreed to permit the Developer to develop the said premises, morefully described in the **FIRST SCHEDULE**

hereto in accordance with the sanctioned plan as will be sanctioned by the Kolkata Municipal Corporation who shall pay the consideration of the said property to the owners by way of providing constructed area in the form of flats and car parking space as owners' allocation as mentioned in the **SECOND SCHEDULE** hereunder having right to alienate and transfer the balance constructed area of the proposed building to the prospective purchasers on certain terms and conditions as mentioned in the **THIRD SCHEDULE** hereunder written.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN as follows :-

**ARTICLE - I
DEFINITIONS**

- I. **PREMISES** shall always mean the KMC Premises No. 158, Ashoke Road, having mailing address 73, Ashoke Road, P.O. - Garia, Kolkata - 700084, P.S. - Patuli formerly Jadavpur, prior to that Sadar Tollygunge, District - the then 24-Parganas, presently 24-Parganas (South), morefully described in the **FIRST SCHEDULE** hereunder written or howsoever else the said premises was or is or shall be known, numbered, called or distinguished.
- II. **PLANS** shall mean the plans, drawings and specifications of the building prepared and to be sanctioned by the Kolkata Municipal Corporation for construction of residential building G+III storied **PROVIDED THAT** it shall include all alterations and/or modification therein made from time to time with the approval of the K.M.C.

- III. BUILDING** shall mean the residential G+III storied building with lift consisting of several number of residential apartments in each floor as may be decided by the Developer for construction thereof and shall include the car parking spaces and other spaces intended for the enjoyment of the building by its occupants.
- IV. OWNERS** shall mean and include their respective heirs and successors as per Hindu Succession Act, 1956.
- V. DEVELOPER** shall mean and include its respective transferees/nominees or its assigns.
- VI. COMMON AREAS AND FACILITIES** shall include :-
- (a) corridors, (b) stairways, (c) main gate, (d) landings, (e) side spaces, (f) park ways, (g) underground reservoirs, (h) overhead tanks, (i) passages, (j) electric meter space, (k) lift, lift shaft, (l) outer walls of the main building, (m) tap water lines, rain water pipe lines, waste water pipe lines, (n) sewerage lines, (o) roof of the building, (p) caretaker room and common toilet on the ground floor, other spaces and facilities whatsoever required for establishment, location, enjoyment, provision, maintenance and/or management of the building and/or the common facilities or any of them thereon as the case may be.
- VII. SALEABLE SPACE** shall mean built up area in the building available for independent use and occupation together with the provision for common areas and facilities and the space required thereof.
- VIII. OWNERS' ALLOCATION** : shall mean two flats of equal size out of which one 2BHK flat on the rear side of the first floor to be delivered to the owner no. 1 and another 2BHK flat on the front side of the first floor

to be delivered to the owner no. 2 and two car parking spaces on the ground floor out of which one car parking space to be delivered to the owner no. 1 and another car parking space will be delivered to the owner no. 2 on the ground floor of the G+III storied building along with undivided proportionate share in common areas and facilities in the proposed building appurtenant to owner no. 1 & 2 's allocation and to be constructed as per sanctioned plan of the Kolkata Municipal Corporation together with undivided proportionate share of land appurtenant to owners' allocation.

The roof of the G+III storied building shall remain common with the owners and the flat purchasers of the developer's allocation.

Besides the two flats and two number of car parking spaces, the developer shall pay to the owner no. 1, non refundable money consideration of Rs.10,00,000/- (Rupees Ten Lakh only), out of which Rs.3,00,000/- (Rupees Three Lakh only) shall be paid on the day of execution and registration of this development agreement and Rs.3,00,000/- (Rupees Three Lakh only) shall be paid 6 (six) months after the date of sanctioned plan of the proposed building and finally balance Rs.4,00,000/- (Rupees Four Lakh only) shall be paid on the date of delivery of possession of owner no. 1's allocation.

Similarly, the developer shall pay to the owner no. 2, non refundable money consideration of Rs.14,00,000/- (Rupees Fourteen Lakh only), out of which Rs.4,00,000/- (Rupees Four Lakh only) shall be paid on the day of execution and registration of this development agreement and Rs.5,00,000/- (Rupees Five Lakh only) shall be paid 6 (six) months after the date of sanctioned plan of the proposed building and

finally balance Rs.5,00,000/- (Rupees Five Lakh only) shall be paid on the date of delivery of possession of owner no. 2's allocation.

The Owners' allocation has been morefully described in the **SECOND SCHEDULE** hereto.

- IX. **DEVELOPER'S ALLOCATION** : shall mean number of flats covering the entire second floor and third floor and balance no. of car parking spaces on the ground floor of the proposed residential G+III storied building along with undivided proportionate share in common areas and facilities in the proposed building appurtenant to developer's allocation and to be constructed as per sanctioned plan of the Kolkata Municipal Corporation together with undivided proportionate share of land appurtenant to developer's allocation.

The developer's allocation has been morefully described in the **THIRD SCHEDULE** hereunder written.

- X. **ARCHITECT** : shall mean any qualified person or persons or firm or firms appointed and nominated or to be appointed or to be nominated by the Developer as Architect or Architects of the building constructed on the said premises at the entire cost and expenses of the Developer.
- XI. **TRANSFER** with its grammatical variations shall mean and include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961.
- XII. **Transferee** shall mean a person to whom any space in the building has been transferred.

- XIII. SINGULAR NUMBER shall include plural numbers and vice versa.
- XIV. Developer's advocate shall act as the advocate of this development project in respect of all further legal proceedings including documentation of agreement for sale and the final deed of conveyance in respect of flats, car parking spaces only in developer's allocation.

ARTICLE - II
(TITLE AND INDEMNITIES)

- I. The owners do hereby declare that the owners have a good marketable title to the said premises, morefully described in the **FIRST SCHEDULE** hereto. No other persons have any right, title, interest, claim or demand whatsoever in the said property or any portion thereof. The owners are seized and possessed of or otherwise well and sufficiently entitled to enter into this development agreement with the developer. The owners do hereby undertake to indemnify the developer against any third party claims, actions and demands whatsoever.
- II. The owners do hereby declare that the said premises with the existing two storied building thereon, morefully described in the **FIRST SCHEDULE** hereto, is free from all encumbrances, liens, mortgages, leases, claims, demands, lispensens whatsoever to the best of their knowledge.
- III. The owners do hereby declare that there is no premises tenant, lessee/licensee or trespasser in the said property or in any portion thereof.
- IV. The owners do hereby declare that by virtue of this development

agreement, the Developer shall be entitled to construct and complete the proposed residential G+III storied building on the said property after demolition of the existing building thereon. Save and except two flats on the first floor and two car parking spaces on the ground floor in the owners' allocation, morefully described in the **SECOND SCHEDULE** hereto, the developer shall be entitled to retain possession or transfer or deliver possession of the remaining flats and car parking spaces in the developer's allocation without any interruption or interference from the owners or any person or persons claiming through or under the owners.

- V. The owners shall get their names recorded in the R.O.R. of the Govt. Of West Bengal and also get their names mutated in the Assessment records of the Kolkata Municipal Corporation in respect of the **FIRST SCHEDULE** property through the developer at its cost and to get the said mutation done, the owners shall file necessary applications, forms, undertakings, affidavits, no outstanding certificate, tax clearance certificate as will be required for having the said mutation done in compliance of the KMC rules.
- VI. The owners do hereby undertake to indemnify and keep the developer indemnified against all losses, damages, costs, charges and expenses incurred as a result of any breach of this undertaking. The developer shall keep the owners indemnified against any third party claim concerning the project.
- VII. The owners do hereby declare that the owners do not hold any excess vacant land.
- VIII. **THE DEVELOPER** do hereby undertake to do the following works :-
 - A) To prepare building plan by its own Architects/Engineers at its own costs.

- B) To obtain sanction of the building plan at its own cost in respect of the First Schedule property.
- C) To obtain permission from the Water Works Deptt. under the Kolkata Municipal Corporation at its own costs.
- D) After observing all the aforesaid conditions or even before that, the developer shall, at its convenient time, serve a written notice under Registered Post with A/D informing the owner No.2, **SOMSUBHRA SENSARMA** for vacation of the FIRST SCHEDULE property and on receipt of the said notice, the owner No.2 shall shift himself with family members to any alternative accommodation chosen by them after delivery of vacant possession of the said premises, morefully described in the FIRST SCHEDULE hereto to the developer within 15 days from the date of receipt of the said notice. The developer shall bear rent of **Rs. 5,000/-** per month for alternative accommodation of the owner No. 2, which shall be paid to them in every month by account payee cheque within first 10th day of each and every month until the owners' allocation are delivered to the owners. The owners' failure to shift to the alternative accommodation vacating the existing possession of the FIRST SCHEDULED property within 15 days from the date of receipt of the said notice, shall entitle the developer to add the extra days to be taken by the owners to 24 (twenty four) months duration stipulated to complete the owners' allocation.
- E) After execution of this development agreement followed by the delivery of vacant possession of the said premises by the owners to the developer, the developer at its own costs will demolish the existing

old two storied building and will start and complete the construction of the proposed residential G+III storied building with lift in habitable condition within **24 (twenty four) months** from the date of delivery of possession of the **FIRST SCHEDULE** property to the developer or **24 (twenty four) months** from the date of sanction of the proposed building plan whichever will occur later.

- F) In the event of any damage to property or injury to person or persons arising out of accidents/incidents during construction/erection of the proposed building victimizing or causing any harm to the worker or neighbour, the developer shall bear the responsibility and liability thereof and shall keep the owners safe and indemnified against all suits, cases, claims, demands whatsoever in respect of such eventuality.
- IX. The Developer undertakes to construct the building in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation with any deviations to be regularized by the K.M.C. For any deviation of the building plan, owners shall have no liability or responsibility.
- X. The Developer shall act as an independent contractor in constructing the building.

ARTICLE - III

(CHOICE OF ARCHITECT AND STRUCTURAL ENGINEER)

Any Architect/Engineer of Kolkata who is empanelled as L.B.S. or L.B.A. of the Kolkata Municipal Corporation will be employed by the developer.

ARTICLE - IV
(CONSIDERATION)

Besides non refundable money consideration of Rs.24,00,000/- (Rupees Twenty Four Lakh only) to be paid to the owners, the developer shall also allot the owners' allocation in terms of this development agreement against consideration of undivided proportionate share of impartible land of the said property appurtenant to the developer's allocation and the balance consideration towards the cost of undivided proportionate share of impartible land appurtenant to the developer's allocation would be adjusted against the cost of construction to be incurred by the Developer in respect of the Owners' allocation.

ARTICLE - V
(QUALITY / SPECIFICATION)

Prestigious building shall be built by the developer using good quality building materials. Details of the technical specification of the two flats covering the entire first floor of the proposed building in the owners' allocation are given in the schedule of specification annexed herewith and marked as Annexure-A.

ARTICLE - VI
(OBLIGATIONS OF THE OWNERS)

- i) The owners represented by their constituted attorney, shall sign the building plan and other relevant papers and documents to be filed before the K.M.C. or any other department for obtaining sanction of building plan or for the purpose of carrying on the project.
- ii) On the date of execution and registration of this development agreement

or soon thereafter the owners will appoint, nominate and constitute the proprietor of the developer firm, **SRI KAMAL CHANDRA KARMAKAR** or his nominee or nominees as their lawful attorney in their names and on their behalf to do all works regarding mutation of names of the owners in the B.L. & L.R.O records and KMC records, to do all works regarding construction of the proposed building, submission of plan before the Building Department of the K.M.C. for sanction, for regularization of construction and to file other document or documents, application or applications, declaration or declarations in different Govt. offices or departments for obtaining any clearance, approval, permission, N.O.C. etc. including Building Completion Certificate of the proposed building in respect of the said premises morefully described in the **FIRST SCHEDULE** hereto and to execute and register conveyance or conveyances for transfer of the flats, car parking spaces and undivided proportionate share of land in the premises appurtenant to developer's allocation in favour of the developer or its nominee or nominees or intending purchasers after construction of the building in respect of developer's allocation morefully described in the **THIRD SCHEDULE** hereto and to the above effect shall execute and register a Development Power of Attorney in favour of **SRI KAMAL CHANDRA KARMAKAR** (PAN : AGAPK4391E), (AADHAAR NO. 9573 7713 8319), son of Late Jitendra Nath Karmakar, by religion Hindu, by nationality Indian, by occupation Business, sole proprietor of **KARMAKAR ENTERPRISE**, having its office at 11/12, Bijoygarh, P.O. Jadavpur University, P.S. Jadavpur, Kolkata - 700 032 conferring interalia all the rights and authorities as are agreed to be given in terms of this development agreement.

- iii) The owners do hereby deliver all original title deeds and other original papers of the said premises to the developer, simultaneously with the execution of this agreement and the developer shall be entitled to retain the original title deeds and other original papers till all the flats and car parking spaces in the developer's allocation are transferred to the intending purchasers by registering the deed of conveyances. But in the event of any transfer of flats or car parking spaces in the owners' allocation by the owners after accepting delivery of possession of owners' allocation from the developer, the developer shall remain liable to produce the original deeds and other original papers before the intending purchaser or purchasers or transferees of the owners' allocation for his/her or their inspection if such requirement of production of deeds is informed to the developer with a prior intimation of 72 hours.
- iv) The owners shall be entitled to inspect the ongoing construction of owners' allocation during construction period but shall not interfere with the construction work to be carried on by the developer or its contractor. The owners in the event of any technical complaint regarding ongoing construction of owners' allocations, may cause an inspection accompanied by their technical person during construction period, in presence of the developer and his L.B.S. or Engineer with a prior notice of 72 (seventy two) hours to the developer informing the date of inspection of the owners.
- v) The owners shall extend their best possible co-operation to the developer for smooth carrying on the project.
- vi) The owners may interact or make any query regarding works of construction in the owners' allocation from the developer but shall not directly pass any instruction to the architects, mistries, supervisors,

engineers, etc. appointed by the developer for construction of the said building.

- vii) The owners do hereby grant exclusive right to the developer to build upon and to exploit the said premises in any manner by constructing thereon a residential G+III storied building with right to sell or transfer the developer's allocation on receipt of the consideration from the intending purchasers.
- viii) Sri Kamal Chandra Karmakar, the sole-proprietor of the developer firm, acting on behalf of the owners, as an attorney of the owners, shall, from time to time be entitled to submit any plan or revised plan or regularized plan or modified or altered plan or plans to the Kolkata Municipal Corporation or any appropriate authority or authorities to enable the developer to construct the said building on the said premises and to obtain all such clearance, approvals, permission and/or authorities as shall be necessary for the purpose of construction of building on the said premises. The owners shall extend their best possible cooperation to the aforesaid functions of the developer.
- ix) All applications, plans and other papers and documents, referred to hereinbefore, shall be submitted by the developer in the name of the owners but otherwise at the costs and expenses in all respects of the developer and the developer shall pay and bear all submissions and other fees like sanction fees, charges and expenses required to be paid or deposited for mutation names of the owners, or deposited for sanction of the plan, altered plan or modified plan for construction of the proposed building on the said premises including fees for sanction of water supply and sewerage connection. Provided always that the developer shall be exclusively entitled to all refunds and/or all payments and/or deposits made by the developer.

- x) The owners shall render to the developer all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions, clearances, approvals and/or authorities and/or to do any other act, thing or matter and/or to directly collect or receive back any refunds or other payments or deposits made by the developer to any authority or authorities and/or to follow up the same and for that purpose the owners shall grant the aforesaid Development Power of Attorney in favour of the sole proprietor of the developer firm to develop the said premises and/or to construct, erect and complete the said building on the said premises, to dispose of the flats and car parking spaces only of developer's allocation by execution and registration of the Deed of Conveyance till completion of transfer of entire developer's allocation.
- xi) After getting delivery of possession of the owners' allocation, the owners shall be liable to bear proportionate share of the taxes levied by the Kolkata Municipal Corporation in respect of the owners' allocation.
- xii) Demolition of the existing two storied building on the said premises and removal of debris and other materials shall be the responsibility of the developer who shall be entitled to sell all materials, debris and other articles retrieved from such demolition and its sale proceeds.
- xiii) The owners shall not only grant, right, title, interest to the developer in respect of developer's allocation morefully described in the **THIRD SCHEDULE** hereto but also effectively execute and register conveyances in favour of the developer's nominated intending purchasers in respect of Developer's allocation. Such conveyances shall be jointly executed and registered by the owners and the developer. The owners, represented by the constituted attorney, by such conveyance, shall sell, convey and transfer undivided proportionate share of land and the developer shall

sell, convey and transfer flats and car parking spaces and common areas and facilities. The stamp duties, registration fees and incidental expenses shall be borne by the Developer or its nominated purchasers.

The draft of all such conveyances shall be prepared by the developer's Ld. Advocate.

ARTICLE - VII

(BUILDING)

- i) The developer shall at its own costs construct residential G+III storied building with lift on the said premises morefully described in the **FIRST SCHEDULE** hereto in accordance with the specification approved by the Architect and the specification of materials stated hereinbefore shall be used by the developer in the construction of the owners' allocation of the building.
- ii) The Developer shall construct and provide the said building at its own cost, underground water storage tank and overhead reservoir required to be provided in the building in terms of the said building plan or under any application of statutory bye-laws and regulations or under any sanction or approval relating to the construction of the building on the said property.
- iii) The developer shall be authorised in the name of the owners, in so far as necessary, to apply for and to obtain quotas, establishments and other allocations for cement, steel, bricks and other materials allocable to the

owners for the construction of the building and similarly to apply for and to obtain temporary and/or permanent connections of water, electricity, power and/or gas to the building and other inputs and facilities for the construction or enjoyment of the building. The developer hereby undertakes to construct the building diligently and expeditiously to make over the owners' allocation within the time stipulated hereinbefore unless prevented by the circumstances beyond its control.

ARTICLE - VIII

(The developer's special right to enter into agreement for sale with intending purchasers)

- i) During the subsistence of this agreement, the developer will be at liberty to enter into any agreement for sale with any intending purchaser or purchasers in respect of the flats and car parking spaces under the developer's allocation morefully described in the **THIRD SCHEDULE** hereto and to receive advances or earnest money whatsoever from such intending purchaser or purchasers, provided that the owners shall have no pecuniary obligations to refund such earnest money to such intending purchaser or purchasers. It is always provided that for delivery of possession of the flats and car parking spaces morefully described in the **THIRD SCHEDULE** hereto to the intending purchasers, there shall be a privity of contract between the developer and the intending purchasers in respect of the developer's allocation.
- ii) In consideration of the developer having agreed to construct, erect and deliver up the owners' allocation, the owners shall grant, right, title, interest and convey and/or transfer and/or assign the developer's allocation to the developer or to its nominee or nominees.

- iii) The developer will be at liberty to give insertions in the news papers, social media inviting purchasers for the sale of flats, car parking spaces and other spaces in its allocated portion and shall also be entitled to fix up or hang any hoardings in the **FIRST SCHEDULE** property inviting intending purchasers.

ARTICLE - IX
(COMMON FACILITIES)

- I) After the developer is put in possession of the said premises or after the mutation of the names of the owners in B.L. & L.R.O. records and KMC records are done, whichever is later, the developer shall be liable to make payment of all the property taxes and other outgoings in respect of the said property until such time the building is completed.
- II) As soon as the construction of the owners' allocation will be fully completed with water supply, power connections etc., the developer shall give written notice to the owners requiring the owners to take possession of the owners' allocation in the said building within 15 days from the date of receipt of the said notice and at all times thereafter i.e. after receipt of the said notice, the owners shall be exclusively responsible for payment of all K.M.C. and property taxes, including the Collectorate rents, rates, imposition whatsoever payable in respect of the owners' allocation and in case such taxes, rates or impositions are not separately demanded by the B.L. & L.R.O. or K.M.C. or any other authorities only for owners' allocation, then the owners shall be responsible for payment of such taxes, rates or impositions in proportion to their share of the total built up area.
- III) The owners shall punctually and regularly pay the said taxes and other outgoings in respect of the owners' allocation to the concerned authorities

or to the developer or otherwise as specified by the developer.

- IV) As and from the date of 15 days after the service of the notice of possession, the owners shall also be responsible to pay and bear and shall forthwith pay on demand to the developer, the proportionate share of service charges for the common facilities in the building payable with respect to the owners' allocation; such charges to include water and fire, taxes, light, sanitation, maintenance operation, repair and renewal charges, bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building as well as for all common wiring pipes, electrical and mechanical equipments, switch gear, pumps, motor, lift and other electrical and mechanical installations, appliances and equipments, stairways, landings, passageways, pathways and other common facilities whatsoever including erection of a sinking fund.
- V) After an association is formed by all the flat purchasers in the developer's allocation and the owners in respect of the said building within a reasonable time, the developer will hand over management of the common areas and facilities and fund to the said association.

ARTICLE - X

(NAME OF THE BUILDING)

The name of the building shall be decided by the developer in concurrence with the owner.

ARTICLE - XI

(COMMON RESTRICTIONS)

The owners' allocation in the building shall be subject to the same restriction or

transfer and use as are applicable to the developer's allocation in the building intended for the common benefit of all occupiers of the building which shall include as follows:-

- i) The owners or the developer or any of its transferees, assignees or lessees or tenants shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use or allow the user thereof for any purpose which may create a nuisance or hazard to the other occupiers of the building.

No part of the common areas and facilities can be enclosed by the owners or by other occupiers without the consent of the flat owners' association.

- ii) The owners or the developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous permission in writing of the Kolkata Municipal Corporation (Building Department), Management/Society/ Association or Holding Organisation.
- iii) The owners shall not transfer or permit transfer of the owners' allocation or any portion thereof unless
 - a) the owners have observed and performed all the terms and conditions on the part of the owners to be observed and performed and in particular before acceptance of delivery of possession of owners' allocation.
 - b) the owners upon obtaining possession of owners' allocation shall pay to the developer or the Association on the headings :- Rents of the land of the premises, K.M.C. taxes, property taxes, service

charges, electricity bills, maintenance charges, repair charges, replacement of equipment charges, if any, proportionately.

- c) the proposed transferees shall have given a written undertaking to the developer or the Association, as the case may be, to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in his/her/their possession.
- iv) The owners and the developer and its transferees shall abide by the laws, bye-laws, rules and regulations of the Government, local bodies, as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said bye-laws, rules and regulations.
- v) The owners and the developer and their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in their respective allocations in the building in good working condition and repair in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the owners or the developer and other occupiers of the building as the case may be, indemnified from and against the consequences of any breach.
- vi) The owners or the developer or all the transferees shall not do or cause or permit to be done any act or thing which may render void/voidable any insurance of the building or any part thereof and shall keep the owners or the developer and other occupiers of the building as the case may be, harmless and indemnified against the consequences of any breach.

- vii) No goods shall be kept by the owners or the developer or their transferees for display in the corridors, landing and the common areas, meant for common use of all the flat owners and no hindrance shall be caused in any manner in the free movement in the common areas and in case any such hindrance is caused, the developer or the Management/Society/ Association/Holding Organisation shall be certified to remove the same at the risk and cost of the person who keeps such goods or creates such hindrance.
- viii) The owners or the developer or their transferees shall not throw, or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, landings, stairs or any other portion or portions of the said building.
- ix) The owners or the developer or their transferees shall permit the developer or Management/Society/ Association/Holding Organisation or its servants and agents with or without workmen at all reasonable times, to enter into, upon their respective allocation in the building and any part thereof to view and examine the state and condition thereof and the owners or the developer or any of their transferees, as the case may be, shall rectify immediately upon the receipts of such notice all such defects of which notice in writing shall be given by the Developer or the Management/Society/ Association/Holding Organisation.
- x) The owners or the developer or their transferees shall permit the developer or the management/society/association/holding organisation and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or for the purpose of repairing, maintaining, rebuilding,

cleaning, lighting and keeping in order and good condition, any common facilities and/or for the purpose of maintaining, repairing and testing drains, gas and water pipes and electric wires, lift and for any similar purpose.

- xi) All the common restrictions herein agreed upon shall apply to the owners and the developer and/or their respective transferees or assignees or any person claiming through them unless agreed upon by them in writing.

ARTICLE - XII (MISCELLANEOUS)

- I) The owners and the developer have entered into this development agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the developer and the owners or as a joint venture or joint adventure between the owners and the developer nor shall the developer and the owners in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.

- II) The developer shall not be considered to be in breach of any obligation to the extent that the performance in the relative obligation is prevented by the existence of a force majeure with a view that obligation of the developer affected by the force majeure shall be suspended for the duration of the force majeure. Force majeure shall mean irresistible compulsion or observation recognised as irresistible and shall include any inference or intervention from Government or from any local authority,

flood, earthquake, war, severe abnormal storm, tempest, civil commotion, state-wise strike and any other act beyond the control of the developer affected thereby but shall not include normal bad weather or processions which are normal to the city of Kolkata.

- III) It is understood that from time to time, to enable the construction of the building by the developer including the transfer of the developer's allocation to the intending purchasers, various acts, deeds, matters and things, not herein specifically referred to, may be required to be done by the developer for which the developer may require the authority of the owners and various specifications, deeds, instruments, writings and other documents may be required legally to be signed or made by the owners relating to which no specific provision has been made herein. The owners hereby authorise the developer to do all acts, deeds, matters and things and undertake forthwith upon being required by the developer in this behalf to execute any such additional power or powers of attorney and/or other authorisation or authorisations as may be legally required by the developer for the said purpose as also undertakes to sign and execute all such additional applications and other documents as may be required for the said purpose. All costs in this connection including legal costs and stamp duties and registration fees if any, including the legal expenses shall be paid and borne by the developer.

- IV) The owners hereby further agree and covenant with the developer as follows:-

- a) The certificate of the Architect/Engineer (empanelled L.B.S. or L.B.A. of K.M.C.) of the developer in the matter of

determining/calculating size of each of the two flats in super built up area or covered area or carpet area in first floor in owners' allocation and two number of car parking spaces on the ground floor in owners' allocation or their total area or certificate regarding completion of the owners' allocation in terms of the sanctioned building plan, shall be final and binding on both the parties herein. And none of the parties shall be entitled to dispute the calculation.

- b) To use materials, articles and things of such specifications in the said building as shall be decided by the developer but shall be of such standard as are used for the construction of a prestigious building.
- V) The developer shall be entitled to frame scheme for the management and administration of the said building and/or common parts thereof. The parties hereto agree to abide by all such rules and regulations approved by them for such management, society, association, holding organisation and hereby give their consent to abide by the same.
- VI) Any notice required to be given by the Developer shall, without prejudice to any other mode of service available, be deemed to have been served on the owners if delivered by hand or sent by prepaid registered post and shall likewise be deemed to have been served on the developer if delivered by hand or sent by prepaid registered post, to be sent to the registered office of the developer.
- VII) As and from the date of completion of the building, the developer and/or its transferees and the owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth and other taxes payable in respect of their respective spaces.

VIII) The owners have represented to the developer that they have good and marketable title in respect of the said premises and believing such representation, the developer has entered into this development agreement with the owners herein and shall proceed for sanctioning of the building plan of the proposed building incurring considerable expenses.

ARTICLE - XIII

(ADJUDICATION OF DISPUTES)

In the event of any dispute arising between the owners and the developer, either party may approach the court of civil jurisdiction for adjudication of such dispute complying all legal formalities.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece or parcel of Land, measuring 3 Cottahs 3 Chittacks and 28 and $\frac{1}{2}$ sq. ft. TOGETHERWITH the two storied building thereon, situate lying at Mouza : Bademasur, Pargana : Khaspur, J.L. No. 31, comprised in R.S. Dag No. 455 under R.S. Khatian No. 148, within the Jurisdiction of former Jadavpur Municipality presently under Ward No. 101 of the Kolkata Municipal Corporation, being KMC Premises No. 158, Ashoke Road, Assessee No. 31-101-02-0158-9, having mailing address 73, Ashoke Road, P.O. - Garia, Kolkata - 700084, P.S. - Patuli formerly Jadavpur, prior to that Sadar Tollygunge, District - the then 24-Parganas, presently 24-Parganas (South), TOGETHER WITH all sorts of easement rights and liberties attached to the said property and butted and bounded as follows:-

On the North : Part of Dag 455 (75, Ashoke Road)

On the East : 8' ft Wide Common Passage

On the South : K.M.C. Road (Ashoke Road)

On the West : Part of Dag 455 (454, Ashoke Road)

SECOND SCHEDULE ABOVE REFERRED TO

(Owners' Allocation)

- IX. **OWNERS' ALLOCATION** shall mean two flats of equal size out of which one 2BHK flat on the rear side of the first floor to be delivered to the owner no. 1 and another 2BHK flat on the front side of the first floor to be delivered to the owner no. 2 and two car parking spaces on the ground floor out of which one car parking space to be delivered to the owner no. 1 and another car parking space will be delivered to the owner no. 2 on the ground floor of the G+III storied building along with undivided proportionate share in common areas and facilities in the proposed building appurtenant to owner no. 1 & 2 's allocation and to be constructed as per sanctioned plan of the Kolkata Municipal Corporation together with undivided proportionate share of land appurtenant to owners' allocation.

The roof of the G+III storied building shall remain common with the owners and the flat purchasers of the developer's allocation.

Besides the two flats and two number of car parking spaces, the developer shall pay to the owner no. 1, non refundable money consideration of Rs.10,00,000/- (Rupees Ten Lakh only), out of which Rs.3,00,000/- (Rupees Three Lakh only) shall be paid on the day of

execution and registration of this development agreement and Rs.3,00,000/- (Rupees Three Lakh only) shall be paid 6 (six) months after the date of sanctioned plan of the proposed building and finally balance Rs.4,00,000/- (Rupees Four Lakh only) shall be paid on the date of delivery of possession of owner no. 1's allocation.

Similarly, the developer shall pay to the owner no. 2, non refundable money consideration of Rs.14,00,000/- (Rupees Fourteen Lakh only), out of which Rs.4,00,000/- (Rupees Four Lakh only) shall be paid on the day of execution and registration of this development agreement and Rs.5,00,000/- (Rupees Five Lakh only) shall be paid 6 (six) months after the date of sanctioned plan of the proposed building and finally balance Rs.5,00,000/- (Rupees Five Lakh only) shall be paid on the date of delivery of possession of owner no. 2's allocation.

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

DEVELOPER'S ALLOCATION shall mean number of flats covering the entire second floor and third floor and balance no. of car parking spaces on the ground floor of the proposed residential G+III storied building along with undivided proportionate share in common areas and facilities in the proposed building appurtenant to developer's allocation and to be constructed as per sanctioned plan of the Kolkata Municipal Corporation together with undivided proportionate share of land appurtenant to developer's allocation.

ANNEXURE - A
(Schedule of Specification)

Technical specification of two flats as will be delivered in the owners' allocation by the developer as given hereunder :-

GENERAL	The R.C.C. structure of the building will be designed as per instruction of the architect
FOUNDATION	P.C.C. (1:3:6), 3" thick in levelling course for foundation bedding. Backfilling by excavated earth & plinth filling by silver sand.
D.P.C.	25mm thick D.P.C. in (1:1:2) mixed with Coco water-proofing compound in all portion of the building.
R.C.C. WORK	Providing and lying concrete mix (1:2:4) with reinforcement as per design in column beams, lintels, floor beams, roof, stair case, chajja, drop wall etc.
BRICK WORK	All exterior brick-work will be 8" thick of approved quality brick with C.M. (1:6), all partition will be 5" & 3" thick of approved quality brick with C.M. (1:3).
FLOOR BEDDING	P.C.C. (1:3:6) floor bedding, 4" thick (average over brick flat soling with third class picked at ground floor).
FLOOR FINISHING & SKIRTING	White marble (size - 2 ft X 2 ft) flooring & skirting in all the rooms. The skirting will be 5" high from the floor finished.
KITCHEN	a) Kitchen platform will be of black stone (thickness - 18mm - 25mm) with green marble finished.
	b) 3' high white glazed tiled dado will be provided over Kitchen platform.
	c) White marble (size - 2 ft X 2 ft) flooring.

	d) 1 S.S. sink with a tap.
	e) extra 1 tap below the platform.
TOILET / W.C.	a) White marble (size - 2 ft X 2 ft) flooring.
	b) Dado will be 6' high with white glazed tile.
	c) 1 white commode with cistern (Hindusthan).
	d) 1 shower (C.P.)
	e) 1 wash basin (14" X 18") of white colour (Hindusthan).
	f) 2 nos. C.P. Bib. Cock.
	g) 2 nos. C.P. Bib Cock, 1 no. white commode with flush in W.C.
VERANDAH	a) White marble (size - 2 ft X 2 ft) flooring.
	b) Brick work with 1'-6" high M.S. Railing.
STAIRCASE	a) M.S. stair railing of 3' height from staircase floor finish.
	b) Stair case floor will be of quota stone.
DOORS AND WINDOWS	a) Wooden door frame.
	b) Wooden main door.
	c) Commercial flush door(Thickness-32mm) with primer both sides.
	d) 8" M.S. tower bolt from inside.
	e) 1 hasp-bolt from outside.
	f) Telescopic peephole.
	Toilet Door : 25mm thick P.V.C. door.
	Window : Aluminium window with ornamental grill.
WHITE WASH	a) Inside walls & ceiling will be of plaster of paris.

& COLOUR WASH	b) Stair wall will be of paris finished.
	c) Outside painting will be of cement based paint of two coat.
WATER SUPPLY	Water will be supplied by a electric water pump from under ground reservoir to over head tank as per K.M.C. supply.
ELECTRIC WORK (all electrical items will be I.S.I. Standard)	a) 2 light points, 2 fan points, 1 plug point (6A), 1 T.V. point, 1 cable point, 1 telephone point, 1 fridge point, 1 washing machine point, 1 basin light point in the dining room.
	b) 2 light points, 1 fan point, 1 plug point (6A) in each bedroom & 1 A.C. point in only master bedroom.
	c) 1 light point, 1 exhaust point, 1 aquaguard point, 1 mixture point, 1 micro-oven point in the kitchen.
	d) 1 light point, 1 exhaust point, 1 geyser point and 1 plug point (6A) in the toilet and 1 light point, 1 exhaust point in the w.c.
	e) 1 light point, 1 plug point in verandah.
	f) Electrical bell point at the main entrance door.
	g) All wiring will be concealed and as per existing regulations.
	h) Electric Meter : The developer shall make an arrangement for installation of separate electric meter in each flat in the name of prospective buyers. The installation charge of meters of the CESC is to borne by the buyers of the respective flat owners except the common meter.
ROOF WORK	a) 2" patent stone flooring on the top roof.
	b) Roof will be covered with parapet wall of 2' height.
EXTRA WORK	Any other works other than specified item will be charged extra as per prevailing market rate to be done by the developer. No outside person will be allowed to do such extra work until and unless the purchasers of the flat take possession of the flat. No deviation of any nature will be entertained. Payments for extra work shall have to paid before the start of the work.

IN WITNESS WHEREOF the Owners and the Developer have set and subscribed their respective hands and seals at Kolkata on the day, month and year first above written.

SIGNED AND DELIVERED

by the OWNERS in the presence of
WITNESSES :

1. Chandan Das
S/o. Late Sripradi Das
Khan Sahib Road
Bagan - 29 Pgs (S)
A.B. - 743373

1. Rashmi Chatterborly

2. Souvikha Susanna

2. Shyamal Sanyal
Advocate
Dipak Judge Court 1st-27

SIGNATURE OF THE OWNERS

SIGNED, SEALED AND DELIVERED
by the DEVELOPER in the presence of
WITNESSES :

1. Chandan Das
S/o. Late Sripradi Das
Khan Sahib Road
Bagan - 29 Pgs (S)
A.B. - 743373

2. Shyamal Sanyal

Karmakar Enterprise

Kamal Chandrakarmakar
Proprietor

SIGNATURE OF THE DEVELOPER

RECEIVED from the withinnamed Developer the
withinmentioned sum of Rs.3,00,000/- (Rupees
Three Lakh) only being the withinmentioned

consideration money paid by the Developer to me
under this agreement as per memo below

Rs. 3,00,000/-

... ..

MEMO OF CONSIDERATION

By cheque bearing No. 000583, dated 15-05-2023,
drawn on UCO Bank, Jadavpur Branch, Kolkata-32
in favour of RASHMI CHAKRABORTY,
the owner no. 1 herein.

Rs. 3,00,000/-

(Rupees Three Lakh) only.

Rashmi Chakraborty

SIGNATURE OF THE OWNER NO. 1

RECEIVED from the withinnamed Developer the
withinmentioned sum of Rs. 4,00,000/- (Rupees Four
Lakh) only being the withinmentioned
consideration money paid by the Developer to me
under this agreement as per memo below

Rs. 4,00,000/-

... ..

MEMO OF CONSIDERATION

By cheque bearing No. 000582, dated 15-05-2023,
drawn on UCO Bank, Jadavpur Branch, Kolkata-32

in favour of SOMSUBHRA SENSARMA ,
the owner no. 2 herein.











Rs. 4,00,000/-

(Rupees Four Lakh) only.

Somsubhra Sensarma
SIGNATURE OF THE OWNER NO. 2











Drafted & printed in my office

Amitabha Som.
AMITABHA SOM, Advocate,
Alipore Judges' Court, Kol-27
Enrollment No.WB/605/1982.
M : 92314 23109.

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					











Name RASHMI CHAKRABORTY

Signature Rashmi Chakraborty

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name SOMSUBHA SENSARMA

Signature Somsubha Sensarma

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name KAMAL CHANDRA KARMAKAR

Signature Kamal Chandrakarmakar



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার

Unique Identification Authority of India
Government of India

ভারতীয় পরিচয় আইডি / Enrollment No.: 1215/80051/04800

To
শ্যামল সর্দার
Shyamal Sarder
202A, ROOM-10 CHETLA HUT ROAD
Alipore
Alipore
Cross Avenue Kolkata
West Bengal 700027
9881099903

10/03/2016
943824601



MA438246018FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

2743 2818 9497

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India



শ্যামল সর্দার
Shyamal Sarder
পিতা : অজিত সর্দার
Father : Aji Sarder
জন্মতারিখ : DOB: 02/02/1988
লিঙ্গ : Male



2743 2818 9497

আমার আধার, আমার পরিচয়

Major Information of the Deed

Deed No :	I-1603-06494/2023	Date of Registration	15/05/2023
Query No / Year	1603-2001179357/2023	Office where deed is registered	
Query Date	10/05/2023 2:56:24 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SASWATI GAYEN ALIPORE JUDGES COURT,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7003882242, 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 : 24,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 58,22,249/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,021/- (Article:48(g))		Rs. 24,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



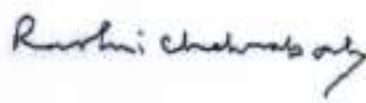


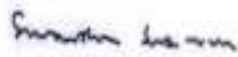
District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ashoke Road, .
Premises No: 158, . Ward No: 101 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 3 Chatak 28.5 Sq Ft	1/-	58,08,749/-	Property is on Road
Grand Total :				5.3247Dec	1 /-	58,08,749 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	13,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Thatched, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	13,500 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Smt RASHMI CHAKRABORTY Daughter of Late RAMENDRANATH SENSARMA Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office	Photo  15/05/2023	Finger Print  LTI 15/05/2023	Signature  15/05/2023
SURYA FERN ENCLAVE, 14, BALLYGUNGE STATION ROAD, Flat No: 3B, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ACxxxxxx0N, Aadhaar No: 34xxxxxxxx8727, Status :Individual, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office				
2	Name Shri SOMSUBHRA SENSARMA Son of Late RAMENDRANATH SENSARMA Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office	Photo  15/05/2023	Finger Print  LTI 15/05/2023	Signature  15/05/2023
73, ASHOKE ROAD, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ARxxxxxx6Q, Aadhaar No: 74xxxxxxxx6209, Status :Individual, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	KARMAKAR ENTERPRISE 11/12, BIJOYGARH, City:- , P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 , PAN No.: AGxxxxxx1E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri KAMAL CHANDRA KARMAKAR (Presentant) Son of Late JITENDRA NATH KARMAKAR Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office	 May 15 2023 11:56AM	 LTI 15/05/2023	 15/05/2023
2/11, SREE COLONY, City:- , P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx1E, Aadhaar No: 95xxxxxxxx8319 Status : Representative, Representative of : KARMAKAR ENTERPRISE (as SOLE PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SHYAMAL SARDAR Son of Late AJIT SARDAR 20/2A, CHETLA HUT ROAD, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027	 15/05/2023	 15/05/2023	 15/05/2023
Identifier Of Smt RASHMI CHAKRABORTY, Shri SOMSUBHRA SENSARMA, Shri KAMAL CHANDRA KARMAKAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt RASHMI CHAKRABORTY	KARMAKAR ENTERPRISE-2.66234 Dec
2	Shri SOMSUBHRA SENSARMA	KARMAKAR ENTERPRISE-2.66234 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt RASHMI CHAKRABORTY	KARMAKAR ENTERPRISE-50.00000000 Sq Ft
2	Shri SOMSUBHRA SENSARMA	KARMAKAR ENTERPRISE-50.00000000 Sq Ft

On 15-05-2023

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 11:47 hrs on 15-05-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri KAMAL CHANDRA KARMAKAR ,

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 58,22,249/-

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

Execution is admitted on 15/05/2023 by 1. Smt RASHMI CHAKRABORTY, Daughter of Late RAMENDRANATH SENSARMA, SURYA FERN ENCLAVE, 14, BALLYGUNGE STATION ROAD, Flat No: 3B, P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Retired Person, 2. Shri SOMSUBHRA SENSARMA, Son of Late RAMENDRANATH SENSARMA, 73, ASHOKE ROAD, P.O: GARIA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Retired Person

Indetified by Mr SHYAMAL SARDAR, , Son of Late AJIT SARDAR, 20/2A, CHETLA HUT ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 15-05-2023 by Shri KAMAL CHANDRA KARMAKAR, SOLE PROPRIETOR, KARMAKAR ENTERPRISE (Sole Proprietorship), 11/12, BIJOYGARH, City:- , P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032

Indetified by Mr SHYAMAL SARDAR, , Son of Late AJIT SARDAR, 20/2A, CHETLA HUT ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 24,053.00/- (B = Rs 24,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 24,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/05/2023 12:00AM with Govt. Ref. No: 192023240047181842 on 10-05-2023, Amount Rs: 24,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90019217 on 11-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1500, Amount: Rs.100.00/-, Date of Purchase: 08/05/2023, Vendor name: Jayanta Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/05/2023 12:00AM with Govt. Ref. No: 192023240047181842 on 10-05-2023, Amount Rs: 6,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90019217 on 11-05-2023, Head of Account 0030-02-103-003-02



Debasish Dhar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 187329 to 187375
being No 160306494 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.05.16 14:22:34 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/05/16 02:22:34 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)