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AL 761130

Certify that the document is admitted to registration. The signature sheet and the endorsement sheets attached with this document are the part of this document.

Development Agreement

Addl District Sub-Registrar
Bishannagar, (Salt Lake City)

30 JAN 2023

11:40
17/2/23

THIS AGREEMENT made this 30th day of January Two Thousand Twenty Three **BETWEEN** (1) **NIKHIL RANJAN SARKAR** (PAN CDBPS7576M and Aadhaar No. 4265 8602 0500), (2) **SAMARENDRA SARKAR** (PAN CIYPS2539H and Aadhaar No. 8085 6763 6912), (3) **SAMIRENDRA SARKAR** (PAN DIXPS1972R and Aadhaar No. 5757 0739 5326), all sons of Late Paresh Chandra Sarkar, all of 17, Dum Dum Park, Kolkata 700055, Police Station Lake Town in the District of North 24 Parganas, all by faith Hindu, all by occupation service, all by Nationality Indian, hereinafter jointly called the **LAND-OWNERS/ FIRST**

PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs executors administrators legal representatives and assigns) of the **ONE PART**

AND

RAJIB SAHA (PAN AXXPS6140B and Aadhaar No. 2164 8865 7854), son of Sri Ram Lal Saha, residing at 44/22, Shyamnagar Road, Kolkata 700055, Police Station Dum Dum in the District of North 24-Parganas, by faith Hindu, by Nationality Indian, carrying on business as Developer /Builder as sole proprietor of the business under the name and style **M/S. MAA MANASHA ENTERPRISE** (PAN AXXPS6140B), having its office at 44/22, Shyamnagar Road, Kolkata 700055, Police Station Dum Dum in the District of North 24-Parganas, hereinafter called the **DEVELOPER/SECOND PARTY** (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors administrators legal representatives and assigns) of the **OTHER PART**;

WHEREAS by an agreement dated the 21st day of December, 1951 made between the Government of West Bengal and The Krishnapur Refugee Co-Operative Colony Limited, a registered Society under Society Registration Act, the said Krishnapur Refugee Co-Operative Colony Limited acquired possession of more or less 85.33 acres of land comprised in C.S. Plot (Dag) Nos. 2323, 2324, 2326, 2327, 2330 - 33, 2343-73, 2376-93, 2395-2404, 2413-17, 2425-32, 2440, 2442-91 and 2555-58 of Mouza Krishnapur (at present Mouza Shyamnagar), J.L. No. 17, R.S. No. 180, Police Station Rajarhat then Dum Dum at present Police Station Lake Town, District 24 Parganas at present North 24 Parganas;

AND WHEREAS the said The Krishnapur Refugee Co-Operative Colony Limited thereafter developed and divided the said lands into distinct demarcated, small

residential plots according to a scheme plan for the purpose of rehabilitating the refugees from East Pakistan by allotting these plots of land amongst its members (Refugees) of the Society having no other homestead land elsewhere in India;

AND WHEREAS the said Society allotted Scheme Plot No. 17 of Krishnapur Refugee Co-Operative Colony Limited commonly known as Plot No. 17, Dum Dum Park measuring an area of 5 (five) cottahs be the same a little more or less to Amiya Prova Dey Sarkar alias Amiya Prova Sarkar for her residential accommodation;

AND WHEREAS by an Indenture of Conveyance dated 27th day of November, 1975 and registered at the office of Sub-Registrar at Cossipore Dum Dum in Book No.1, Volume No. 175, pages 193 to 200, being No. 9811 for the year 1975, the Governor of the State of West Bengal transferred and conveyed unto the said The Krishnapur Refugee Co-Operative Colony Limited All That land measuring an area of 85.33 acres comprised in part of C. S. Plot (Dag) Nos. 2320, 2322- 2324, 2326, 2327, 2330 - 33, 2343-74, 2376-93, 2395-2404, 2413-17, 2425-32, 2440, 2442-91 and 2555-58 of Mouza Krishnapur, J.L. No. 17, R.S. No. 180, Police Station Dum Dum at present Police Station Lake Town, District 24 Parganas at present North 24 Parganas as fully described in the Schedule thereunder written;

AND WHEREAS on Revisional Survey Settlement the land comprised in above said plots (Dags) were transferred to Mouza Shymnagar due to split of Mouza Krishnapur;

AND WHEREAS by a Kobala (Bengali Sale Deed) dated the 12th day of September, 1983 registered at the Office of the Additional District Sub-

Registrar at Bidhannagar, in Book No1, Volume No. Volume No. 24, pages 91 to 93, being No. 9294 for the year 1983, made between The Krishnapur Refugee Co-operative Colony Limited, therein described as the Kobala-data (Vendor) and Smt. Amiya Prova Dey Sarkar, therein described as Kobala-grahita (Purchaser), the said Krishnapur Refugee Co-operative Colony Limited for and in consideration therein mentioned granted sold transferred conveyed assigned and assured to and unto and in favour of the said Smt. Amiya Prova Dey Sarkar All That piece or parcel of bastu land measuring an area of 5 (five) cottahs more or less situate and lying at and being Scheme Plot No. 17 of Krishnapur Refugee Co-operative Colony Limited commonly known as 17, Dum Dum Park, comprised in part of C.S. Plot (Dag) No, 2370, 2372, 2374 and 2378, J.L. No. 17, R.S. No. 180, Touji Nos. 228 and 229 of Mouza Krishnapur (at present Mouza Shyamnagar, J.L. No. 32/20), Kolkata - 700 055, Police Station Lake Town formerly Police Station Rajarhat then Dum Dum within Ward No.28 formerly Ward No. 21 of South Dum Dum Municipality, District 24-Parganas (North) morefully and particularly described in the Schedule thereunder written;

AND WHEREAS since purchase, said Smt. Amiya Prova Dey Sarkar alias Smt. Amiya Prova Sarkar, thereafter constructed a single storied building/dwelling house measuring 1050 square feet more or less on a portion of the said land at 17, Dum Dum Park, Kolkata 700055;

AND WHEREAS the said Smt. Amiya Prova Dey Sarkar alias Smt. Amiya Prova Sarkar since purchase of the said land situate and lying at Scheme Plot No. 17 of Krishnapur Refugee Co-operative Colony Limited commonly known as 17, Dum Dum Park, Kolkata - 700 055 mutated her name in the Records of the South Dum Dum Municipality as recorded owner in respect of said land and property and paid rates and taxes in her name to the Municipality;

AND WHEREAS the said Smt. Amiya Prova Dey Sarkar alias Smt. Amiya Prova Sarkar died intestate on 16th day of July, 1995 leaving behind her six sons namely (1) Santi Ranjan Sarkar, (2) Pushpa Ranjan Sarkar, (3) Pankaj Behari Sarkar, (4) Nikhil Ranjan Sarkar, (5) Samarendra Sarkar, (6) Samirendra Sarkar and three daughters namely (1) Smt. Sandhya Sarkar, (2) Smt. Arati Sarkar, (3) Smt. Bharati Sarkar as her legal heirs and successors under the present Hindu Law of Succession to which she was governed at the time of her death and her husband Paresh Chandra Dey Sarkar alias Paresh Chandra Sarkar predeceased her on 21st day of June, 1992;

AND WHEREAS on the death of Smt. Amiya Prova Dey Sarkar alias Smt. Amiya Prova Sarkar, the said Santi Ranjan Sarkar, Pushpa Ranjan Sarkar, Pankaj Behari Sarkar, Nikhil Ranjan Sarkar, Samarendra Sarkar, Samirendra Sarkar, Smt. Sandhya Sarkar, Smt. Arati Sarkar, Smt. Bharati Sarkar became the joint owners by inheritance, each of them having undivided one-nineth (1/9th) share or part in the said land and property at 17, Dum Dum Park, Kolkata 700055 left by the said Smt. Amiya Prova Dey Sarkar;

AND WHEREAS the said Santi Ranjan Sarkar (unmarried) died intestate on 14th day of June, 1998 leaving behind his five brothers namely (1) Pushpa Ranjan Sarkar, (2) Pankaj Behari Sarkar, (3) Nikhil Ranjan Sarkar, (4) Samarendra Sarkar, (5) Samirendra Sarkar and three sisters namely (1) Smt. Sandhya Sarkar, (2) Smt. Arati Sarkar, (3) Smt. Bharati Sarkar as his legal heirs and successors under the present Hindu Law of Succession to which he was governed at the time of his death;

AND WHEREAS on the death of said Santi Ranjan Sarkar, the said Pushpa Ranjan Sarkar, Pankaj Behari Sarkar, Nikhil Ranjan Sarkar, Samarendra Sarkar,

Samirendra Sarkar, Smt. Sandhya Sarkar, Smt. Arati Sarkar, Smt. Bharati Sarkar became the joint owners by inheritance, each of them having undivided one-eighth (1/8th) share or part in the said land and property at 17, Dum Dum Park, Kolkata 700055;

AND WHEREAS in the manner hereinabove recited the said Pushpa Ranjan Sarkar, Pankaj Behari Sarkar, Nikhil Ranjan Sarkar, Samarendra Sarkar, Samirendra Sarkar, Smt. Sandhya Sarkar, Smt. Arati Sarkar and Smt. Bharati Sarkar became the joint owners each of them having undivided one-eighth (1/8th) share and mutated their names as recorded owners in respect of the said plot of land being No.17, Dum Dum Park, Kolkata 700055 which was indexed as Municipal Holding No. 43, Dum Dum Park within Ward No. 21 at present Ward No. 28 of South Dum Dum Municipality;

AND WHEREAS by a Deed of Gift dated 23rd September, 2011 made between (1) Smt. Sandhya Sarkar, (2) Pushpa Ranjan Sarkar, (3) Pankaj Behari Sarkar, (4) Smt. Arati Sarkar, therein described as Donors of the One Part and (1) Smt. Bharati Sarkar, (2) Nikhil Ranjan Sarkar, (3) Samarendra Sarkar, (4) Samirendra Sarkar, therein described as Donee, registered at the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake City) in Book No. 1, CD Volume No. 19, pages 5465 to 5483, being No. 11189 for the year 2011, the said (1) Smt. Sandhya Sarkar, (2) Pushpa Ranjan Sarkar, (3) Pankaj Behari Sarkar, (4) Smt. Arati Sarkar, for consideration of natural love, affection and respect towards their brothers and sister gave, donated, transferred and conveyed jointly by way of Gift unto (1) Smt. Bharati Sarkar, (2) Nikhil Ranjan Sarkar, (3) Samarendra Sarkar, (4) Samirendra Sarkar their joint and undivided half or 50% (fifty percent) Share or part in All That piece or parcel of land measuring 5 (five) cottahs that is to say 2 (two) cottah 8 (eight) chittaks be the same a little more

or less together with undivided half or 50% share or part in All That single storied building/dwelling house measuring an area of 1050 square feet that is undivided 525 square feet be the same a little more or less thereon standing situate and lying at and being portion of Scheme Plot No. 17 of Krishnapur Refugee Co-operative Colony Limited commonly known as 17, Dum Dum Park, comprised in part of C.S. Plot (Dag) No, 2370, 2372, 2374 and 2378, J.L. No. 17, R.S. No. 180, Touji Nos. 228 and 229 of Mouza Krishnapur (at present Mouza Shyamnagar, J.L. No. 32/20), Kolkata – 700 055, being part of Municipal Holding No. 43, Dum Dum Park within Ward No.28 formerly Ward No. 21 of South Dum Dum Municipality, Police Station Lake Town in the District of North 24-Parganas as fully described in the Schedule thereunder written and delineated map or plan annexed thereto;

AND WHEREAS by virtue of said Deed of Gift, the said (1) Smt. Bharati Sarkar, (2) Nikhil Ranjan Sarkar, (3) Samarendra Sarkar, (4) Samirendra Sarkar became the joint and equal owners of All That piece or parcel of land measuring 5 (five) cottahs be the same a little more or less together with single storied building /dwelling house measuring an area of 1050 square feet be the same a little more or less thereon standing situate and lying at and being portion of Scheme Plot No. 17 of Krishnapur Refugee Co-operative Colony Limited commonly known as 17, Dum Dum Park, comprised in part of C.S. Plot (Dag) No, 2370, 2372, 2374 and 2378, J.L. No. 17, R.S. No. 180, Touji Nos. 228 and 229 of Mouza Krishnapur (at present Mouza Shyamnagar, J.L. No. 32/20), Kolkata – 700 055, being part of Municipal Holding No. 43, Dum Dum Park within Ward No.28 formerly Ward No. 21 of South Dum Dum Municipality, Police Station Lake Town in the District of North 24-Parganas and each of them having undivided $1/4^{\text{th}}$ (one-fourth) share or part in the said land and property;

AND WHEREAS the said Smt. Bharati Sarkar (unmarried) died instate on 27th day of January, 2022 leaving behind her five brother namely (1) Pushpa Ranjan Sarkar, (2) Pankaj Behari Sarkar, (3) Nikhil Ranjan Sarkar, (4) Samarendra Sarkar, (5) Samirendra Sarkar and her only sister Smt. Arati Sarkar as her legal heirs and successors under the present Hindu law of Succession to which she was governed at the time of her death and her elder sister, Smt. Sandhya Sarkar (unmarried) predeceased her on 8th day of November, 2011;

AND WHEREAS on the death of said Smt. Bharati Sarkar, the said Pushpa Ranjan Sarkar, Pankaj Behari Sarkar, Nikhil Ranjan Sarkar, Samarendra Sarkar, Samirendra Sarkar and Smt. Arati Sarkar became the joint owners by inheritance from their deceased sister Smt. Bharati Sarkar in the said undivided 1/4th share of property left by the deceased Bharati Sarkar and each of them having undivided 1/24th (one-twenty fourth) share in the said property;

AND WHEREAS by a Deed of Gift dated 3rd day of June, 2022 made between (1) Pushpa Ranjan Sarkar, (2) Pankaj Behari Sarkar and (3) Smt. Arati Sarkar, therein described as Donors of the One Part and (1) Nikhil Ranjan Sarkar, (2) Samarendra Sarkar and (3) Samirendra Sarkar, therein described as Donees of the Other Part, registered at the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake City) in Book No. 1, Volume No. 1504-2022, pages 109676 to 109703, being No. 150402328 for the year 2022, the said (1) Pushpa Ranjan Sarkar, (2) Pankaj Behari Sarkar, and (3) Smt. Arati Sarkar gave, donated, transferred and conveyed jointly by way of Gift unto (1) Nikhil Ranjan Sarkar, (2) Samarendra Sarkar and (3) Samirendra Sarkar All That undivided 1/8th (one-eighth) share or part in All That piece or parcel of land measuring 5 (five) cottahs that is to say 10 (ten) chittaks be the same a little more or less together with undivided 1/8th (one-eighth) share or part in All That single storied

structure/ dwelling house (Mosaic floor) measuring an area of 1050 square feet that is undivided 131.5 square feet be the same a little more or less thereon standing situate and lying at and being Scheme Plot No. 17 of Krishnapur Refugee Co-operative Colony Limited commonly known as 17, Dum Dum Park, Kolkata – 700 055, being Municipal Holding No. 43, Dum Dum Park within Ward No.28 formerly Ward No. 21 of South Dum Dum Municipality, comprised in part of C.S. Plot (Dag) No, 2370, 2372, 2374 and 2378 (land measuring of each Dag are 112, 112, 113 and 113 square feet respectively), J.L. No. 17, R.S. No. 180, Touji Nos. 228 and 229 of Mouza Krishnapur and in Revisional Survey Settlement (**R.S. Record**) the land comprised in C.S. Plot (Dag) No.2370, 2372, 2374 and 2378 of Mouza Krishnapore has since been transferred to **Mouza Shyamnagar, J.L. No. 32/20, Sub-Registration Office Bidhannagar (salt lake City), Police Station Lake Town** in the District of North 24-Parganas as fully described in the Schedule thereunder written and delineated map or plan annexed thereto;

AND WHEREAS by virtue of said Deed of Gift, the said (1) Nikhil Ranjan Sarkar, (2) Samarendra Sarkar and (3) Samirendra Sarkar became the joint and equal owners in All That piece or parcel of land measuring 5 (five) cottahs be the same a little more or less together with single storied building thereon standing situate and lying at and being Plot No. 17, Dum Dum Park, Kolkata 700055, being Municipal Holding No. 43, Dum Dum Park within Ward No.28 formerly Ward No. 21 of South Dum Dum Municipality, Police Station Lake Town in the District of North 24-Parganas;

AND WHEREAS the Land-owners intend to develop the said property by raising a Ground plus six (G+6) storied building on the said plot of land at P-17 Dum

Dum Park, Kolkata – 700 055 as per sanctioned building plan of the South Dum Dum Municipality and or any other competent authority;

AND WHEREAS the Owners have marketable title to the property and the said premises is free from all encumbrances, charges, liens, lispendends, attachment, trust whatsoever or howsoever and are now ceased and possessed of or otherwise well sufficiently entitled to all that the said premises;

AND WHEREAS the Owners are desirous of getting help of a Builder/Developer who may invest fund in construction of the seven (ground plus six) storied building on the said plot of land in accordance with the sanctioned building plan of South Dum Dum Municipality and any other Competent Authority;

AND WHEREAS the Developer introduced himself to the Owners/First Party as a person who carries on business as Promoter, Builder and Developer of immovable properties having sound financial base;

AND WHEREAS it has been agreed mutually that the Developer will erect seven (ground plus six) storied building subject to Municipal approval and sanctioned building plan of the South Dum Dum Municipality and other Competent Authorities.

AND WHEREAS it has been further agreed that the Owners, (1) Nikhil Ranjan Sarkar, (2) Samarendra Sarkar and (3) Samirendra Sarkar in consideration of the land at P-17, Dum Dum Park, Kolkata 700055, being part of Municipal Holding No. 43, Dum Dum Park within Ward No.28 formerly Ward No. 21 of South Dum Dum Municipality, Police Station Lake Town in the District of North 24-Parganas provided for development by the said Land Owners would be entitled to get in cash consideration of Rs. 15,000/- (Rupees fifteen thousand only) and as

consideration in kind by way of **fully completed** self-contained composite **nine (9)** flats/apartments i.e. three (3) flats covering the entire Second floor and three (3) flats covering the entire Third floor and 50% (fifty percent) of the total constructed area of the entire Ground floor being the demarcated eastern portion consisting two (2) covered car parking space and one self contained flat measuring 356 square feet covered area and demarcated 70% (seventy percent) of the total constructed area of the entire Sixth floor consisting of two self contained flats of the proposed newly constructed building at 17, Dum Dum Park, Kolkata 700055 as fully described in the Schedule -'B' hereunder written;

AND WHEREAS the Owners/First Party accepted the offer of the Developer-Builder/ Second Party and agreed to do the job of construction of the proposed building on the said plot of land as per building plan to be sanctioned by the South Dum Dum Municipality upon the terms and conditions stated hereinafter;

AND WHEREAS to avoid ambiguity and future dispute as to the meaning of and or repeated use of 'words and phrases' in these presents, the parties hereto have agreed to define the following terms or words as follows:-

(a) **TITLE DEEDS** shall mean the documents that is (i) Deed of Conveyance dated 12th September, 1983, being Deed No. 9294 for the year 1983, (ii) Deed of Gift dated 23rd September, 2011, being Deed No. 11189 for the year 2011 and (iii) Deed of Gift dated 3rd June, 2022 being Deed No. 150402328 for the year dated 2022 in respect of the Premises No. 17, Dum Dum Park, Kolkata 700055.

b) **BUILDING:** Building shall mean the said seven-storied (Ground plus Six) R.C.C. structure/building to be constructed according to the plan sanctioned on the said plot of land according to the drawings, plans and specifications

approved by the Architect and Structural Engineer also approved and sanctioned by the South Dum Dum Municipality and/or any other Competent Authority and constructed in conformity with the details of construction given in the Schedule 'C' hereunder written;

c) **BUILDING PLAN** shall mean drawings plan and specifications for construction of the said building on the said plot of land to be sanctioned by the South Dum Dum Municipality or any other Competent Authority and shall include any renewal or amendments thereto and/or modifications thereof made or caused by the Builder/Developer after due approval of the owners and any other Government or Competent Authority;

d) **COMMON AREAS COMMON SPACE, COMMON FACILITIES AND AMINITIES** shall include roof or terrace, stair, stairway, stair room, corridors, hall ways, open space around the building, passage ways, driveways, common lavatories, pump room, tube well, underground water reservoir or overhead water tank, water pump and motor, lift and other facilities which may be mutually agreed upon between the parties and require the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972 and clause (v) of section 8 of West Bengal Building (Regulation of Promotion of Construction by Promoter) Act, 1993 and also set-forth in Schedule -'D' hereunder;

e) **LAND-OWNERS** mean (1) **NIKHIL RANJAN SARKAR**, (2) **SAMARENDRA SARKAR**, (3) **SAMIRENDRA SARKAR**, all sons of Late Paresh Chandra Sarkar, all of 17, Dum Dum Park, Kolkata 700055, Police Station Lake Town in the District of North 24 Parganas;

f) **DEVELOPER** mean **RAJIB SAHA**, son of Sri Ram Lal Saha, residing at 44/22, Shyamnagar Road, Kolkata 700055, Police Station Dum Dum in the District of

North 24-Parganas, by faith Hindu, by Nationality Indian, carrying on business as Developer/ Builder as sole proprietor of the business under the name and style **M/S. MAA MANASHA ENTERPRISE** having its office at 44/22, Shyamnagar Road, Kolkata 700055, Police Station Dum Dum in the District of North 24-Parganas;

g) **OWNERS' ALLOCATION** shall always mean and include non refundable cash consideration of Rs. 15,000/- (Rupees fifteen thousand only) and balance consideration in kind by way of delivery of following flats/units, parking space of the ground plus six storied proposed building as per sanctioned plan including the proportionate undivided interest or share in the land and in the common areas and facilities of the said building that is to say:-

- (i) Entire Second floor of the proposed building consisting of three (3) flats that is to say (i) one flat being No. A on the south eastern portion of the Second floor and (ii) one flat being No. B on the South Western portion of the Second floor and (iii) one flat No. C on the back of Northern portion of the Second floor of the proposed building,
- (ii) Entire Third floor of the proposed building consisting of three (3) flats that is to say (i) one flat being No. A on the south eastern portion of the Third floor and (ii) one flat being No. B on the South Western portion of the Third floor and (iii) one flat No. C on the back of Northern portion of the Third floor of the proposed building,
- (iii) demarcated 70% (seventy percent) of the total constructed area of the Sixth floor of the proposed building consisting of two self contained flats that is to say (i) one flat being No. B on the South Western portion of the Sixth floor and (iii) one flat No. C on the

back of Northern portion of the Sixth floor of the proposed building.

- (iv) 50% (fifty percent) of the total constructed area of the Ground floor being the demarcated eastern portion of the Ground floor of the proposed building consisting of two (2) numbers of separate car parking space/Garage rooms and one self contained flat measuring 356 square feet covered area

together with proportionate share in the land and common areas and common facilities of the proposed building and Premises at 17, Dum Dum Park, Kolkata 700055, being Municipal Holding No. 43, Dum Dum Park within Ward No.28 of South Dum Dum Municipality, Police Station Lake Town in the District of North 24-Parganas more fully and particularly described in the Schedule B hereunder written,

h) **DEVELOPER'S ALLOCATION** shall always mean the following area of the premises and completed portion of the built/constructed seven (G+6) storied proposed building as per sanctioned plan including the common areas and facilities of the said building that is to say:-

- (a) 50% (fifty percent) of the total constructed area on the Ground floor being demarcated western portion of the Ground floor of the proposed building;
- (b) Entire First floor of the proposed building,
- (c) Entire Fourth floor of the proposed building,
- (d) Entire Fifth floor of the proposed building
- (e) demarcated 30% (thirty percent) of the total constructed area of the Sixth floor of the proposed building

at 17, Dum Dum Park, Kolkata 700055, being Municipal Holding No. 43, Dum Dum Park within Ward No.28 of South Dum Dum Municipality, Police Station

Lake Town in the District of North 24-Parganas together with right to use occupy and enter into agreement for sale in respect of Developer's Allocation but sell, transfer, lease out and let out or in any way transfer or deal with the same only after handing over peaceful possession of the Owners' allocation to the Land Owners to their full satisfaction as per specification and sanctioned building plan in terms of this agreement. The Developer Allocation as fully described in the Schedule 'C' here under;

- i) **NAME OF THE BUILDING:** is "SANTINEER"
- j) **THE SAID PLOT OF LAND** shall mean at all piece or parcel of land particularly mentioned and described in the Schedule 'A' hereunder written;

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the parties hereto as follows:

1, In pursuance of the aforesaid agreement, the Owners hereby grant right to the Developer to build a Ground plus six storied building containing flats/apartments, garage, shops, Commercial units etc. as per sanctioned building plan by the South Dum Dum Municipality and to allot sell the said flats/apartments, garage, shops, commercial units comprised of Developer's allocation as fully described in the Schedule 'C' hereunder to various prospective buyers/allottees selected by the Developer and to obtain necessary advances and consideration money from intending Purchaser or Purchasers or allottees on such terms and conditions as the Developer may deem fit and proper save and except nine (9) self-contained composite flats and two (2) separate car parking space that is to say (i) three (3) flats covering entire Second floor, (ii) three (3) flats covering entire Third floor, (iii) demarcated 70% (seventy percent) of the total constructed area of the Sixth floor of the proposed building consisting of two self contained flats and (iv)

50% (fifty percent) of the total constructed area on the Ground floor being demarcated eastern portion of the Ground floor consisting of two numbers of separate Car parking space/Garage and one self contained flat measuring 356 square feet covered area of the proposed building at P-17, Dum Dum Park, Kolkata 700055 being the Owners' allocation as fully described in the Schedule – 'B' hereunder.

The Developer shall be bound to pay any fees, charges/fines or penalties to the Municipality at the time of obtaining Completion Certificate (C.C).

2. The Second Party/Developer-Promoter agrees to pay to the First Party/Owners the sum of Rs. 15,000/- (Rupees fifteen thousand) only being the agreed cash consideration and delivery of peaceful possession of All That fully constructed nine (9) flats and two covered (2) Garage rooms complete in all respects being Land Owner' share described in the Schedule 'B' below free of any cost of ownership basis **within 24 (twenty four) months** from the date of sanction of the building plan by the Municipality and the Owner/First Party shall be the sole owner of the "Owner's Allocation" comprised of nine (9) flats and two (2) separate covered car parking spaces that is to say (i) three (3) flats covering on the entire Second floor, (ii) three (3) flats covering on the entire Third floor, (iii) demarcated 70% of the total constructed area of the entire sixth floor being two (2) self contained flats i.e. one flat being No. B on the South Western portion of the Sixth floor and another flat being No. C on the back or Northern portion of the Sixth floor, (iv) two (2) separate covered car parking space/garage rooms on the front or South eastern portion of the Ground floor and one self contained flat measuring 356 square feet covered area on the North Eastern portion of the Ground floor of the proposed building as per plan annexed hereto with full right to sell, transfer, lease-out

and alienate in any manner the Owners/First Party like at their sole discretion the flats being Owners Allocations as fully described in the Schedule B herein.

3. The Land-Owners shall not deliver possession of the land and their dwelling house of the said premises immediately after signing of the agreement. The Owners after sanction of the building plan by the Municipal Authority and on verification of the actual position, measurement and actual location of their allotted/proposed Owner's allocation and being satisfied shall give delivery of vacant possession of the premises to the Developer to proceed with the construction of the proposed new building complex on the said land/premises according to the sanctioned building plan.

4. The Developer shall be bound to execute and register at his cost this agreement for development and Power of Attorney.

5. The Developer after delivery of vacant possession of the fully constructed and fully completed in all respects of Owners' Allocation of the proposed building of the said premises, shall execute and register the conveyances in favour of prospective purchaser or Purchasers in respect of Developer's Allocation of the newly constructed building.

6. It is specifically mentioned herein that the Builder-Developer shall be entitled to receive at his sole discretion any advance earnest money consideration money or price from the prospective purchasers, allottees of flats and other portions comprised of 'Developer's Allocation' at his sole liabilities and responsibility and the Developer is solely liable financially and otherwise to the prospective purchasers / third party. The Owners/First Party are not in any way liable to any Third Party and intending purchaser or purchasers financially and otherwise in respect of the of flats and units of the Developer's allocation.

7. The Land Owners after getting possession of fully completed flats/units with full satisfaction shall execute and register the conveyances in favour of such prospective purchasers allottees or nominees of the Developer's allocation through the Developer as their Constituted Attorney in respect of the proportionate share in the land that is land component comprised of the Developer/Developer's Allocation of flats, garages, units etc. of the said premises as and when required by the Builder-Developer **after completion of the building and after giving delivery of vacant possession of the fully complete in all respect comprised of 'Owners' Allocation'** of the proposed building at 17, Dum Dum Park, Kolkata 700055, being Municipal Holding No. 43, Dum Dum Park within the Ward No. 28 of South Dum Dum Municipality, Police Station Lake Town in the District of North 24-Parganas but the Builder-Developer shall be entitled to receive advance earnest money consideration money or price from the prospective purchasers, allottees of flats and other portions being 'Developer's Allocation' at the sole discretion of the Developer with the sole responsibility and sole financial liability of the Developer to the intending purchaser of flats/units etc. The Land Owners are not in any way liable financial or otherwise to the Third Party and intending purchasers of flats and units.

8. The Developer shall get prior written approval of the Owners the Proposed Deed of Sale in favour of the prospective purchaser or purchasers of the Developer's allocation and prior execution and registration of the Deed of Sale in favour of the prospective purchaser or purchasers of flats or units in respect of the Developer's allocation. It is agreed that after delivery of possession of fully completed Owners' allocated portion, the Developer shall be entitled to execute and register Deed of Conveyance of Developer's allocated

portion in favour of prospected purchaser or Purchasers and the Land Owners shall join in the said Conveyances as **"Vendor-Owners"** in respect of the proportionate undivided share in land pertaining to the flats/ units etc. and Developer shall join as Vendor in respect of the constructed flats/units component as **"Vendor-Developer"** and not as Confirming Party.

9. The building must be seven storied (i.e. ground plus six storied) and shall be **completed within twenty four (24) months** from the date of sanctioned plan and the roof of the sixth floor shall be free from erection and shall be common for common use as roof or terrace.

10. The Developer shall start construction of the building **within nine (9) months** from the date of execution of this agreement or sanction of the building plan which is earlier otherwise this agreement shall stand cancelled and handing over physical possession of the premises to the owners.

11. The Owners shall also execute and register a separate General Power of Attorney in favour of the Developer to facilitate the formalities of construction as well as to sell the flats/apartments, garage, units etc. (save and except the Owners' Allocation of the building) to raise the fund by way of booking the flats in respect of the Developer's share or allocation described in the Schedule - 'C' hereunder written. But this Power of Attorney shall not in any way create any financial liabilities involving the Owners.

God forbids, if during construction of the building, any one of the Owners/First Party dies, his legal heirs shall be bound to execute a fresh Power of Attorney in the name of Rajib Saha on similar terms and conditions of these presents.

12. The Land-Owners shall retain in their custody of all original Title Deeds and documents and shall deliver to the Developer copies of the Title Deed and on demands the Owners shall be bound to produce and shall allow inspection of all original Title Deed and documents relating to the said premises as and when require by the Developer and or intending purchaser/s of flats or their Advocates or Bank authority. It is categorically provided that the Development Agreement shall be registered and this registered Development Agreement shall remain in the custody of the Developer.

13. The Developer shall maintain the standard quality of work by using the standard materials for construction of the building under keen supervision of the Developer and in case of any defect causing damage accident etc. the Developer shall be solely responsible. The Land Owners who shall time to time inspect the work and materials so as to suggest the Developer.

14. Be it specially agreed that the Developer shall pay the rent of the three flats being the temporary alternative accommodation of land owners from the date of sanctioned building plan by the competent authority. The Developer shall pay Rs. 10,000/- (Rupees ten thousand only) per month as rent to the Land Owner No. 1, Nikhil Ranjan Sarkar and shall pay Rs. 10,000/- (Rupees ten thousand only) per month as rent to the Land Owner No.2, Samarendra Sarkar and shall pay Rs. 10,000/- (Rupees ten thousand only) per month as rent to the Land Owner No.3, Samirendra Sarkar. Be it mentioned herein that (i) Firstly the Developer shall pay total five (5) months rent in advance to each of three Land-Owners at the time execution and registration of this agreement, (ii) Secondly the Developer shall pay another 19 (nineteen) months rent in advance to each of three Land-Owners at the time of owners' vacating and handing over the premises to the Developer for construction work and the said owners shall

occupy the said tenanted flats as alternative temporary accommodation till the proposed building fully completed Owners' allocation are made over to the Owners to their full satisfaction after due intimation or notice in writing to such completion at least two months earlier to such actual making over physical possession of the Owners' Allocation.

15. *The Land-Owners after taking delivery of possession of fully completed flats/units etc. Comprised in Owners Allocation shall pay and bear proportionate share of the municipal taxes, maintenance charges and other dues and outgoings in respect of their portion of building that may be determined by the Association/Society that may be formed by the Owner of all flats/units etc. in the building based on assessment of the Kolkata Municipal Corporation and/or by any other authority after handing over the charges by the Developer to the said Association/Society. But the Developer shall be liable to pay the existing Municipal rates and taxes and any other charges impositions, penalty and fine in respect of the premises during the period of construction of the building from the date of taking delivery of possession from the owners till delivery of possession of the flats to the owners. Thereafter the owners shall be liable for payment proportionate Municipal rates and taxes only in respect of their flats and Garage rooms in the building and premises.*

16. *The Land-owners shall not be liable /responsible financially or otherwise to the Developer or to the intending purchaser or to any other party or parties. The Land-owners shall not be in any way responsible financially or otherwise to the said third party for booking of the flats/units by the Transferee from the Developer. The Land Owners shall not be liable for cost of supply of building materials or labour charges or wages of the workers or for any accident/ compensations. Workmen compensation or any compensation / damages of*

whatsoever nature which may arise during construction of the building. The Developer shall be solely liable for all suits, cases, litigation, claim, demand, damages compensation whatsoever of any Third party and or intending Purchaser or Purchasers of flats/units of the Developers' allocation and to do whatever necessary as the Developer may think fit and proper and shall be bound to indemnify the Land-owners/First Party in case the owners sustain any loss or damages for the same.

17. Be it specifically mentioned here that the Developer shall procure at his own cost and source from the Municipal and/or any other authority the Completion Certificate "C.C" and "Occupancy Certificate" as provided in law.

18. The Developer shall indemnify the Land Owners against all losses and damages including any tax liability arising out of the sale of flats and/or undivided interest in the land in respect of Developer's Allocation of the building. It is agreed that the Developer shall bear all Municipal Tax and any other tax liability of the newly constructed building and premises till the tax of the building is assessed by the Municipality and thereafter the Land Owners shall pay the Municipal Tax in respect of flats comprised of the Owners' Allocation proportionately.

19. If during construction, any fine, penalty is payable to Municipal Authority or any other authority or person the same shall be solely borne by the Developer. For construction of the building if the land and property is encumbered by any litigation, the Developer shall be entitled to settle the said dispute finally and otherwise.

20. Building shall be constructed in accordance with the sanctioned building plan. If any objection is raised or imposed by any appropriate authority/

authorities for any violation or deviation, the Developer shall be held responsible solely for all cost damages and have to face the consequences for the same but the time scheduled for finishing the construction must be maintained by the Developer.

21. In the event of the Developer fails to deliver possession of the Owners allocation herein provided completed in all respect to the Land Owners **within the period of 24 (twenty four) months** from the date of getting sanctioned building plan, the Land Owners shall on issuing one month's notice in writing have the liberty to termination this agreement and take possession of the land and property with all erection/construction over the land treating this Agreement stand cancelled and the land and property will vest upon the Owners and the Owners shall take possession of the land and property, the Owners shall not be responsible for booking money, advances or part payment of the consideration money received by the Developer to the Third Party including the intending purchasers who booked or paid advances against of flats and/or other spaces in any case.

It is specifically agreed herein that before giving delivery of possession to the Owners, the Developer shall not be entitled to deliver possession of any flat or unit to any other person or persons comprised in Developer's Allocation.

It is specifically further agreed herein that the Developer shall be bound to hand over Land-Owners' Allocation within the specific time, failing which the Developer shall be liable to pay compensation to the Land-Owners of Rs. 10,000/- (Rupees ten thousand only) per month till handing over to the Land-Owners of their allocated portion in complete condition.

22. It is specifically agreed that the Owners shall not be liable or responsible for booking money, advances or payment of the consideration money received by the Developer from the Third Party including the intending purchasers of flats/units comprised of flats/units of Developer's allocation booked or paid advances or price/consideration money against flats and/or other spaces in such case the Developer is solely liable to the Third Party/intending Purchaser/s without any right or any claim in any portion of the constructed building and premises of the Owners. In case of existence of Force Majeure or act of God i.e. flood, earthquake, war, storm, tempest, the time for construction may be extended by the parties mutually as the same is beyond the control of the parties hereto.

23. The Developer shall not be allowed to assign the benefits of this agreement or transfer right to develop this property by any other person or company. The privity of the contract shall be maintained and the Developer without prior consent in writing shall not enter into any agreement or partnership with any other party or Developer. The Developer shall himself undertake the development or construction work of the project by himself and through his men, workers, specialists and engineers.

24. The Developer shall not encumber or mortgage, charge the property at Plot No. 17, Dum Dum Park, Kolkata 700055 or any portion of the said property and the owners or the said premises shall not be liable or responsible for any loan taken by the Developer from any financier or financial institution or for any money received by the Developer from the intending purchaser of flats or any portion of the Developer's Allocation of the building. It is provided that the prospective purchasers of flats/units etc. may take loan from financial institution against their flats/units at the time of sale of their flats units

comprised of Developer's Allocation after delivery of possession to the Owners in compliance of these presents in compliance of the terms of this agreement.

25. *That all original documents of title shall remain with the owner till they or their heirs retain possession of any portion of the said building as owner and if the owners, their heirs sell transfer assign the said Owner's Allocation entirely in that event the owners shall have to make over all original title deeds namely Deed of Purchase of the land to the Association of flat owners. Furthermore, the owners or their heirs shall be liable to produce the original documents in any Court Tribunal and/or any Statutory Authority to prove the title of the owners of the land and to allow inspection and extract there from as and when required. The original sanctioned plan, this Registered Development Agreement and Registered Power of Attorney shall remain in the custody of the Developer till the same are not handed over to the Association of flat owners. The Developer shall be bound to produce to the Owners the same as and when required by them.*

26. *The Land-Owners declare and assure the Developer that the land described in the Schedule A is free from all encumbrances, attachment, lien, lispendns and charges. Land-Owners shall indemnify the Developer in case of defect in title of the land at 17, Dum Dum Park, Kolkata 700055 described in the Schedule hereunder.*

27. *Be it mentioned here that the Owners/First Party shall not give delivery of possession of the land and building to the Developer/Second Party to proceed with the development work until the building plan to be sanctioned by the South Dum Dum Municipality showing the identical or similar flats being*

Owner's Allocation. If any variation is found, the Owners shall not vacate the premises as described in the Schedule 'A' hereunder.

28. *This Agreement is a contract between this owners and the Developer and it is not a partnership.*

29. *That nothing herein contained shall be construed as a demise or and assignment or conveyance or as creating any right title or interest in respect of the said premises in favour of the Developer other than an exclusive right to the Developer do or refrain from doing the acts and things in terms hereof and to deal with the Developer's allocation as the Developer shall think fit and proper for the beneficial of his Firm and also for these project.*

THE SCHEDULE 'A' ABOVE REFERRED TO:
(entire property)

ALL THAT piece or parcel of land measuring **5 (five) cottahs** be the same a little more or less together with single storied building /dwelling house measuring an area of 1050 square feet be the same a little more or less thereon standing situate and lying at and being portion of Scheme Plot No. 17 of Krishnapur Refugee Co-operative Colony Limited commonly known as 17, **Dum Dum Park**, Kolkata 700055, being part of Municipal Holding No. 43, Dum Dum Park within Ward No.28 formerly Ward No. 21 of **South Dum Dum Municipality**, comprised in part of C.S./R.S. **Plot (Dag) No, 2370, 2372, 2374 and 2378** (Land measuring 1 cottah 4 chittaks of each Dag) J.L. No. 17, R.S. No. 180, Touji Nos. 228 and 229 of Mouza Krishnapur (at present **Mouza Shyamnagar**, J.L. No. 32/20), Sub-Registration Office Bidhannagar, **Police Station Lake Town** in the District of North 24-Parganas. The said plot No. 17, Dum Dum Park, Kolkata - 700 055 is butted and bounded in the manner following :-

ON THE NORTH BY : Plot No. 12;

ON THE SOUTH BY : **40' wide Municipal Road;**

ON THE EAST BY : Plot No. 18;

ON THE WEST BY : Plot No. 16;

All of Dum Dum Park, Kolkata – 700 055;

THE SCHEDULE – 'B' ABOVE REFERRED TO:
(Land Owner's Allocation)

All That cash consideration of Rs. 15,000/- (Rupees fifteen thousand only) and balance consideration in kind by way of delivery of **nine (9) numbers of fully completed finished flats and two separate covered car parking space/Garage rooms** on the ground floor of the newly constructed proposed building that is to say:

- (i) Entire Second floor of the proposed building consisting of three (3) flats that is to say (i) one flat being No. A on the south eastern portion of the Second floor and (ii) one flat being No. B on the South Western portion of the Second floor and (iii) one flat No. C on the back of Northern portion of the Second floor of the proposed building,
- (ii) Entire Third floor of the proposed building consisting of three (3) flats that is to say (i) one flat being No. A on the south eastern portion of the Third floor and (ii) one flat being No. B on the South Western portion of the Third floor and (iii) one flat No. C on the back of Northern portion of the Third floor of the proposed building,
- (iii) Demarcated 70% (seventy percent) of the total constructed area of the Sixth floor of the proposed building consisting of two flats that is to say (i) one flat being No. B on the South Western portion of the Sixth floor

and (iii) one flat No. C on the back of Northern portion of the Sixth floor of the proposed building,

(iv) 50% (fifty percent) of the total constructed area of the Ground floor being the demarcated eastern portion of the Ground floor of the proposed building consisting of two (2) numbers of separate covered car parking space/Garage rooms on the south eastern portion of the Ground floor and one self contained flat measuring 356 square feet more or less on the North eastern portion of the Ground floor of the proposed building

together with proportionate share in the land and common areas and common facilities of the proposed building and Premises at 17, **Dum Dum Park**, Kolkata 700055, being Municipal Holding No. 43, Dum Dum Park within Ward No.28 of South Dum Dum Municipality, **Police Station Lake Town** in the District of North 24-Parganas.. The Schedule B being part of Schedule A above:

THE SCHEDULE - 'C' ABOVE REFERRED TO:
(Developer's Allocation)

ALL THAT remaining portion or part comprised of flats/apartments, garages, car parking spaces, shops and all parts and portions of the proposed newly constructed **Ground plus six storied** building and the said premises at and being plot No. 17, **Dum Dum Park**, Kolkata 700055, being Municipal Holding No. 43 Dum Dum Park within Ward No. 28 of South Dum Dum Municipality, Police Station Lake Town, District North 24-Parganas that is to say:-

- (a) 50% (fifty percent) of the total constructed area of the Ground floor being the demarcated Western portion of the Ground floor of the proposed building;
- (b) Entire First floor of the proposed building,

(c) Entire Fourth floor of the proposed building,

(d) Entire Fifth floor of the proposed building

(e) demarcated 30% (thirty percent) of the total constructed area of the

Sixth floor of the proposed building

Together With common areas and facilities (save and except the Owners' allocation) of the proposed building hereinabove mentioned in the Schedule -

'B). The Schedule 'C' being part of Schedule - 'A' above;

SCHEDULE D ABOVE REFERRED TO
(Specification of the Building)

1. **GENERAL:** R.C.C. Foundation and framed structure as per designed by the Structural Engineer and soil test, antitermite treatment shall be done in the foundation area and where necessary. As per soil test report and also decision of the structural Engineer R.C.C. pilling shall be done. All R.C.C. work shall be of M20 or M25 concrete as per design with proper curing and slandered specification of all work shall be maintained.
2. **BRICK WORKS:** 8" (1:4) outside walls, 5" (1:4), 3" (1:3) inside walls with wire netting in alternative layers of brick works. Barasat (Nilgaunge) brick will be used.
3. **FLOORING:** All floors with 4" skirting will be made of slandered quality approved band of 600 x 600 mm Floor tiles.
4. **DOORS:** All Door frames (4"x2.5" thickness) will be Malaysian Sal wood. All doors pallahs 32 mm (including Main Door

made of CP Teak wood) water proofing (Deluxe type ISI) Flash Door. one Godrej lock main Door. 12" and 6" Tower Bolt (Brass), handle (Brass) will be provided for inside doors.

5. **WINDOWS:** All windows will be made of Aluminium sliding system 1.2 mm thickness (LYKA brand /reputed band)
6. **KITCHEN:** Granite platform with stainless steel sink standered quality and colored. Glazed Tiles (Kajaria/Rak -15" x12") up to lintel level height above the cooking platform.
7. **INTERIOR WALLS:** All the interior walls, ceiling will be finished by Putty (Asian paints).
8. **TOILETS:** Coloured Glazed tiles up to Lintel level, one white Nyser/Parrywear European Commode with shower, one towel ring, Mirror, Hot and cold line with Marc fittings (Jaguar) in Main toilet and one basin shall be provided and one basin shall be provided in the living cum drawing room.
9. **LOFT:** One loft in each flat will be provided.
10. **ELECTRIC:** Adequate electrical points considering plan/feasibility will be provided in each floor which includes 15 Amp. socket point in which one A.C. point in one Bed room and two Geyser points in two toilets will be provided and other 4 numbers of 15 Amp. Socket point in

different places for Fridge/ Washing Machine, Micro oven/ Chimney/Telephone/Cable T.V. (concealed) points shall be provided in drawing room.

All electrical points switches will be Legrand/ Anchor/ Roma modular switches. One (1) D.B. Box will be provided in each flat, earthing of flats, Lift will be provided in the building. Cables will be used Finolex/Havells copper insulated wire.

11. **REINFORCEMENT:** Reinforcement will be used for the building (SRMB/ELEGENT).
12. **CEMENT:** Ultratech (grade 43 or 53 high) will be used for the building. All Cement will be O.P.C.
13. **ANTITERMITE TREATMENT:** Antitermite treatment will be done before sand filling and after foundation casting and where necessary as per site condition.
14. **COLLAPSIBLE GATE:** One collapsible Gate at the main entrance of the building and also collapsible gate shall be provided in three (3) numbers of suitable flats of the owners.
15. **GRILLS:** All Grills will be 12mm x12mm thickness square bar. All windows Grills and will be applied two coats of synthetic enamel paint over one coats of primer.
16. **WATER PIPE:** Internal concealed water pipe will be supreme CPVC Pipe. All external water pipe will be UPVC pipe.

17. **ELEVATION:** *Front Elevation shall be done Aesthetic and Modern point of view and external wall of the building will be provided by Weather Shield Exterior paints, Alcov, cupboard/wall almirah shall be provided for proper strong where required/possible.*
18. **DEEP TUBE WELL:** *One Deep Tube Well with Pump and Motor (CRI/KSB) shall be provided for water distribution through overhead water tank and also Municipal water connection in the underground reservoir.*
19. **LIFT:** *One 5 passenger Lift (JSC Co./ Electromec / Kone) will be provided as common facility.*
20. **BOUNDARY WALL** *Boundary wall and Parapet wall shall be complete with proper illumination, roof treatment shall be done.*
21. **CARETAKER ROOM:** *One caretaker room (for living) with toilet shall be constructed and one meeting room (temporary structure) on the roof of the building..*
22. **CALLING BELL:** *One Calling Bell shall be provided of the main gate of the individual flats.*
23. **LETTER BOX:** *Individual letter box for each flat at main entrance of the building.*

25. All Common Ground floor passage area shall be finished by the decorative chequered tiles.

26. Any point seemed to necessary may be incorporated with.

IN WITNESS WHEREOF the First Party/Land-Owners, the Second Party/ Developer-Builder hereto set and subscribed their respective hands and signatures the day month and year first above written.

SIGNED AND DELIVERED

By the **LAND OWNERS/**
FIRST PARTY in presence of:

1. Kalipada Das

2. Santanu Das

SIGNED AND DELIVERED

By the **DEVELOPER-BUILDER/**
SECOND PARTY in presence of:

1. Kalipada Das

2. Santanu Das

Mikhail Ranjan Sarkar

Samarendra Sarkar.

Samarendra Sarkar.

Rajit Saha

Proprietor

RECEIVED from the within mentioned Developer-Builder the within mentioned sum of Rs.15,000/- (Rupees fifteen thousand only) being the consideration money in part as per Memo below :-

MEMO OF CONSIDERATION

By Cash

Rs. 15,000/-

Total Rs.15,000/-

(Rupees fifteen thousand only)

WITNESS:

1. Kalipada Das
18, Arish Neoji Road
Kolkata - 700067

2. Santanu Das
A/6/3/1 Baluka Abasan
Kolkata - 156

Mikhail Ranjan Sark
Samarendra Sark
Samirendra Sark

Drafted by
Rudrasaas Bhattacharyya
(Rudraprasad Bhattacharyya)
Advocate
WB-2378 of 1999
Saidah Civil Court



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



192022230263646128

GRN Details

GRN:	192022230263646128	Payment Mode:	SBI Epay
GRN Date:	21/01/2023 13:53:08	Bank/Gateway:	SBIePay Payment Gateway
BRN :	8412598959717	BRN Date:	21/01/2023 13:54:24
Gateway Ref ID:	202302144749445	Method:	State Bank of India New PG DC
GRIPS Payment ID:	210120232026364611	Payment Init. Date:	21/01/2023 13:53:08
Payment Status:	Successful	Payment Ref. No:	2000100500/3/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Rajib Saha
Address:	44/22, Shyamnagar Road, Kolkata 700055
Mobile:	9836855990
Period From (dd/mm/yyyy):	21/01/2023
Period To (dd/mm/yyyy):	21/01/2023
Payment Ref ID:	2000100500/3/2023
Dept Ref ID/DRN:	2000100500/3/2023

T - 170/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000100500/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2000100500/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	1671
			Total	41592

IN WORDS: FORTY ONE THOUSAND FIVE HUNDRED NINETY TWO ONLY.



SPECIMEN FOR TEN FINGER PRINTS

N.B: L.H.F - Small to Thumb
R.H.F - Thumb to Small

SIGNATURE OF THE
EXECUTANTS/
PRESENTED



Nikhil Ranjan Sarkar

ATTESTED

Nikhil Ranjan Sarkar



Samarendra Sarkar

ATTESTED

Samarendra Sarkar



Samarendra Sarkar

ATTESTED

Samarendra Sarkar

SPECIMEN FOR TEN FINGER PRINTS

N.B: L.H.F - Small to Thumb
R.H.F - Thumb to Small

SIGNATURE OF THE
EXECUTANTS/
PRESENTED



Resibo Gata



ATTESTED

Resibo Gata

ATTESTED

ATTESTED

^{3ats}
~~30th~~
DATED THIS 30th DAY OF JANUARY, 2023

BETWEEN

- 1) MR. NIKHIL RANJAN SARKAR
- 2) MR. SAMARENDRA SARKAR
- 3) MR. SAMIRENDRA SARKAR

.....PRINCIPALS

AND

MR. RAJIB SAHA

.....ATTORNEY

GENERAL POWER OF ATTORNEY
(DEVELOPMENT)

Major Information of the Deed

Deed No.	I-1504-00170/2023	Date of Registration	30/01/2023
Query No / Year	1504-2000100500/2023	Office where deed is registered	
Query Date	12/01/2023 4:21:52 PM	A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Rudraprasad Bhattacharyya P-111, Bangur Avenue, Block A, Thana : Lake Town, District : North 24-Parganas, WEST BENGAL, PIN - 700055, Mobile No. : 9831381852, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,65,000/-]		
Set Forth value	Market Value		
Rs. 5/-	Rs. 1,71,38,250/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 1,671/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :





District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dum Dum Park., Mouza: ShyamNagar, Premises No: 17, , Ward No: 28 JI No: 32, Pin Code : 700055



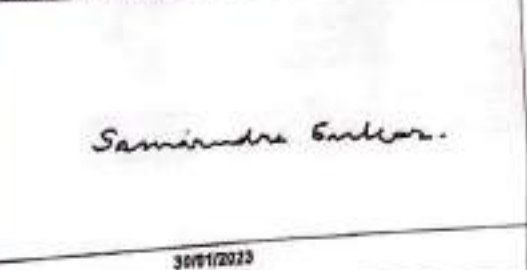
Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2370		Bastu	Bastu	1 Katha 4 Chatak	1/-	40,83,750/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L2	RS-2372		Bastu	Bastu	1 Katha 4 Chatak	1/-	40,83,750/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L3	RS-2374		Bastu	Bastu	1 Katha 4 Chatak	1/-	40,83,750/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L4	RS-2378		Bastu	Bastu	1 Katha 4 Chatak	1/-	40,83,750/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
TOTAL :					8.25Dec	4/-	163,35,000 /-	
Grand Total :					8.25Dec	4/-	163,35,000 /-	

Structure Details :



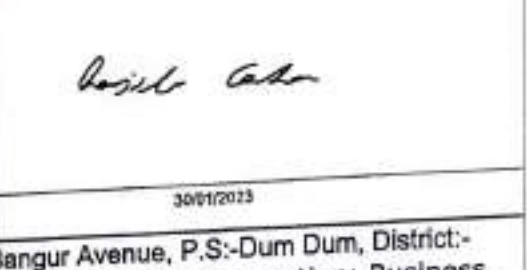
Sl. No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
S1	On Land L1	1050 Sq Ft.	1/-	8,03,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 1050 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1050 sq ft	1/-	8,03,250 /-	

Land Lord Details :

Sl. No	Name, Address, Photo, Finger print and Signature
1	Name Photo Finger Print Signature
1	<p>Mr Nikhil Ranjan Sarkar Son of Late Paresh Chandra Sarkar Executed by: Self, Date of Execution: 30/01/2023 , Admitted by: Self, Date of Admission: 30/01/2023 ,Place : Office</p>   <p><i>Nikhil Ranjan Sarkar</i></p> <p>30/01/2023 LTI 30/01/2023 30/01/2023</p> <p>17, Dum Dum Park, City:- , P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: CDxxxxxx6M, Aadhaar No: 42xxxxxxxx0500, Status :Individual, Executed by: Self, Date of Execution: 30/01/2023 , Admitted by: Self, Date of Admission: 30/01/2023 ,Place : Office</p>
2	Name Photo Finger Print Signature
2	<p>Mr Samarendra Sarkar Son of Late Paresh Chandra Sarkar Executed by: Self, Date of Execution: 30/01/2023 , Admitted by: Self, Date of Admission: 30/01/2023 ,Place : Office</p>   <p><i>Samarendra Sarkar</i></p> <p>30/01/2023 LTI 30/01/2023 30/01/2023</p> <p>17, Dum Dum Park, City:- , P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: CJxxxxxx9H, Aadhaar No: 80xxxxxxxx6912, Status :Individual, Executed by: Self, Date of Execution: 30/01/2023 , Admitted by: Self, Date of Admission: 30/01/2023 ,Place : Office</p>

Name	Photo	Finger Print	Signature
Mr Samirendra Sarkar Son of Late Paresh Chandra Sarkar Executed by: Self, Date of Execution: 30/01/2023 , Admitted by: Self, Date of Admission: 30/01/2023 ,Place : Office	 30/01/2023	 LTI 30/01/2023	 30/01/2023
17, Dum Dum Park, City:- , P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: DIxxxxxx2R, Aadhaar No: 57xxxxxxxx5326, Status :Individual, Executed by: Self, Date of Execution: 30/01/2023 , Admitted by: Self, Date of Admission: 30/01/2023 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Name Photo Finger Print Signature
1	Mr Rajib Saha (Presentant) Son of Mr Ram Lal Saha Executed by: Self, Date of Execution: 30/01/2023 , Admitted by: Self, Date of Admission: 30/01/2023 ,Place : Office
	 30/01/2023
	 LTI 30/01/2023
	 30/01/2023
Son of Mr Ram Lal Saha 44/22, Shyamnagar Road, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXxxxxxx0B, Aadhaar No: 21xxxxxxxx7854, Status :Individual, Executed by: Self, Date of Execution: 30/01/2023 , Admitted by: Self, Date of Admission: 30/01/2023 ,Place : Office	

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Kalipada Das Son of Late Surendra Nath Das 18, Harish Neogi Road, City:- , P.O:- Ultadanga, P.S:-Maniktala, District:-South 24-Parganas, West Bengal, India, PIN:- 700067	 30/01/2023	 30/01/2023	 30/01/2023
Identifier Of Mr Nikhil Ranjan Sarkar, Mr Samarendra Sarkar, Mr Samirendra Sarkar, Mr Rajib Saha			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Nikhil Ranjan Sarkar	Mr Rajib Saha-0.6875 Dec
2	Mr Samarendra Sarkar	Mr Rajib Saha-0.6875 Dec
3	Mr Samirendra Sarkar	Mr Rajib Saha-0.6875 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Nikhil Ranjan Sarkar	Mr Rajib Saha-0.6875 Dec
2	Mr Samarendra Sarkar	Mr Rajib Saha-0.6875 Dec
3	Mr Samirendra Sarkar	Mr Rajib Saha-0.6875 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr Nikhil Ranjan Sarkar	Mr Rajib Saha-0.6875 Dec
2	Mr Samarendra Sarkar	Mr Rajib Saha-0.6875 Dec
3	Mr Samirendra Sarkar	Mr Rajib Saha-0.6875 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Mr Nikhil Ranjan Sarkar	Mr Rajib Saha-0.6875 Dec
2	Mr Samarendra Sarkar	Mr Rajib Saha-0.6875 Dec
3	Mr Samirendra Sarkar	Mr Rajib Saha-0.6875 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Nikhil Ranjan Sarkar	Mr Rajib Saha-350.00000000 Sq Ft
2	Mr Samarendra Sarkar	Mr Rajib Saha-350.00000000 Sq Ft
3	Mr Samirendra Sarkar	Mr Rajib Saha-350.00000000 Sq Ft

30-01-2023

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)
Admissible under rule 21 of West Bengal Registration Act 1899.

Presentation (Under Section 52 & Rule 22A(3), 46(1), W.B. Registration Rules, 1962)
Presented for registration at 12:02 hrs on 30-01-2023, at the Office of the A.D.S.R. BIDHAN NAGAR by Mr Rajib Saha, Claimant.

Certificate of Market Value (WB:PUVI rules of 2001)
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,71,38,250/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)
Execution is admitted on 30/01/2023 by 1. Mr Nikhil Ranjan Sarkar, Son of Late Paresh Chandra Sarkar, 17, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Service, 2. Mr Samarendra Sarkar, Son of Late Paresh Chandra Sarkar, 17, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Service, 3. Mr Samirendra Sarkar, Son of Late Paresh Chandra Sarkar, 17, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Service, 4. Mr Rajib Saha, Son of Mr Ram Lal Saha, 44/22, Shyamnagar Road, P.O: Bangur Avenue, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Business

Indetified by Mr Kallpada Das, , Son of Late Surendra Nath Das, 18, Harish Neogi Road, P.O: Ultadanga, Thana: Maniktala, , South 24-Parganas, WEST BENGAL, India, PIN - 700067, by caste Hindu, by profession Law Clerk

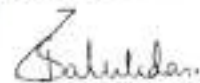
Payment of Fees
Certified that required Registration Fees payable for this document is Rs 1,671.00/- (B = Rs 1,650.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,671/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/01/2023 1:54PM with Govt. Ref. No: 192022230263646128 on 21-01-2023, Amount Rs: 1,671/-, Bank: SBI EPay (SBlePay), Ref. No. 8412598959717 on 21-01-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty
Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,921/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 1463, Amount: Rs.100.00/-, Date of Purchase: 06/01/2023, Vendor name: Mita Dutta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/01/2023 1:54PM with Govt. Ref. No: 192022230263646128 on 21-01-2023, Amount Rs: 39,921/-, Bank: SBI EPay (SBlePay), Ref. No. 8412598959717 on 21-01-2023, Head of Account 0030-02-103-003-02



Sukanya Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2023, Page from 7567 to 7613

being No 150400170 for the year 2023.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR

Date: 2023.02.01 17:20:59 +05:30

Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2023/02/01 05:20:59 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.

(This document is digitally signed.)