

5937/23 VC-1278/23

I-6422/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 219800

20/4/23
 11.00
 2-2/1043183

Certified that the document is admitted to
 registration. The number of sheets and
 the endorsement fee paid with the
 document is _____ document.

K. K. Inter-III
 Alipore, South 4-pargana
 12-05-23

DEVELOPMENT AGREEMENT CUM

DEVELOPMENT POWER OF ATTORNEY

This **Development Agreement cum
 Development Power of Attorney** is made on this
 the 30th day of **April, 2023 (Two Thousand and
 Twenty Three)**.

BETWEEN

(1) **BISWAJIT DUTTA, (PAN- AONPD 6900K) (AADHAR NO. 6718 3360 0527)** Son of Late Indrajit Dutta, by faith- Hindu, by occupation- Self-employed, by Nationality- Indian, residing at **Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas** (2) **AVIJIT DUTTA, (PAN- AGSPD 9176C) (AADHAR NO. 4663 3095 3427)**, Son of Late Indrajit Dutta, by faith- Hindu, by occupation- Service, by Nationality- Indian, residing at **GANGA VENTURES PVT LTD, 81, Ground Floor, Hemkunt Colony, P.S Greater Kailash, South Delhi, Pin Code- 110048** (3) **SUTAPA SARKAR, (PAN- DSSPS 2281E), (AADHAR NO. 2971 0295 6583)**, Wife of Achyut Sarkar, Daughter of Late Indrajit Dutta, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at **10/9/1, MLB Road, Bally Municipality, P.O & P.S- Bally, Howrah, West Bengal, Pin code- 711201**, hereinafter jointly called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives nominees, and/or assigns) of the **FIRST PART**.

A N D

T.C. ENTERPRISE (PAN NO. AARFT 0782B) a Partnership firm having its office at **441, Paschim Nischintapur, P.S. Narendrapur, Kolkata - 700154, District South 24 Parganas**, represented by its Partners **1) SRI RANJAN KUMAR THATOI (PAN- AIZPT 3575G)**, son of Sri Nilmoni Thatoi, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at **625, Lichutala Road, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas** **AND 2) SRI CHANCHAL SARKAR (PAN- BLPPS 2880B)**, Son of Sri Makhan Lal Sarkar,

by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas herein after called and referred to as the "**DEVELOPERS**" (which terms or expression shall deemed to mean and include its partners & successors-in-office, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS the first part herein by way of inheritance became the Joint OWNERS of **ALL THAT** piece and parcel of Bastu land measuring **4 Cottahs** more or less with structure standing thereon comprising **L.O.P No- 1543, CS Plot no- 391(P), 392(P), Mouza- Sripur Bagharghole, J.L no- 59, P.S- Sonarpur, in the District South 24-Parganas** morefully described in **Schedule- A** hereunder written.

WHEREAS in this agreement unless it be contrary or repugnant to the context the following words or terms shall have the following meaning:-

DEFINITION

- I) The "**FIRST PART**" shall mean and include the **LAND OWNERS** of the Land Property, which is morefully mentioned under the Schedule-A hereunder written and their respective heirs and successors, representatives, executors.
- II) The "**SECOND PART**" shall mean and include the "**DEVELOPER**" and his heirs, successors, representatives, executors.
- III) The said "**PROPERTY OR LAND**" shall mean **ALL THAT** piece and parcel of Bastu land measuring **4 Cottahs** more or less with structure standing thereon comprising **L.O.P No- 1543, CS Plot no- 391(P), 392(P), Mouza- Sripur Bagharghole, J.L no- 59, P.S-**

Sonarpur, in the District South 24-Parganas morefully described in schedule- A hereunder written.

IV; "**PROPOSED BUILDING**" shall mean G+3 storied buildings / types, which is going to be constructed, on the said premises mentioned above, to be sanctioned by the Competent Authority of the Rajpur- Sonarpur Municipality.

V; "**THE PLAN**" shall mean the said Building Plan, to be sanctioned, by the Competent Authority of the Rajpur- Sonarpur Municipality, for the purpose of construction of a Multi-Storied Building over the land and shall include any amendments and modifications thereof.

VI; "**THE ARCHITECT**" shall mean any duly qualified person or persons firm or firms having proper License to undertake construction work to be appointed by the Developer for construction of the said Building in the said premises as per the Building Plan, duly sanctioned by the Rajpur-Sonarpur Municipality.

VII; "**THE SALEABLE AREA**" shall mean the space in the said proposed Building available for independent use and occupation including common portions and or common facilities (i.e. super built-up area).

BUILT - UP AREA shall mean Flat Area (including Partition Wall) along with proportionate share of the Staircase and Stair landing.

SUPER BUILT - UP AREA shall mean 25% of the Built - Up Area.

VIII; "**LAND OWNER'S ALLOCATION**" is morefully and particularly described in the **SCHEDULE-B** hereunder written.

IX; "**DEVELOPER'S ALLOCATION**" shall mean the entire portion save and except the Owner's share/allocation of the said building comprised in

any floor of the Building to be constructed on the said plot of land comprising of the flat and/or garage and/or Shop room and/or other space along with undivided proportionate share of the said land described in the **Schedule- A** together with common area and facilities mentioned in the **Schedule-D** hereunder written together with cost and expenses and outgoings and obligations mentioned in the **Schedule-E** hereunder written and all other areas including open space, covered space, common area and other rights allotted to the Developer hereinafter referred to as the **"DEVELOPER'S ALLOCATION"** which is more fully and particularly described in the **Schedule-C**.

X) **"COMMON PARTS, USERS AND FACILITIES"** shall mean and include common passage, common users, staircase - cum - landing, equipments and accessories for common use and enjoyment AND the said common portion/use is morefully described in **Schedule-D** hereunder written.

XI) **"PROPORTIONATE SHARE"** means the share which is agreed to be fixed Land Owner's and Developer's shares respectively in the land, on the basis of the respective allocation.

DETAILS OF THE TITLE OF THE LAND

WHEREAS By an indenture of gift dated **21/09/1992** which was registered in the office of **Addl. District Registrar** at Alipore, recorded in **Book No. 1, Volume No. 21, Pages 133 to 136, Being No. 1534,** for the year 1992 the Governor of the state of West Bengal i.e. R.R. Department made an absolute free gift in favour of One **Manjusree Dutta, (since deceased),** wife of **Indrajit Dutta** of **LOP- 1543, Garia Laskarpur, G.S Colony, (D-Block)** as fully described therein **ALL THAT** piece and parcel of Bastu land measuring **4 Cottahs** more or less with structure standing thereon comprising **L.O.P No- 1543, CS Plot no- 391(P), 392(P), Mouza- Sripur Bagharghole, J.L no- 59,**

P.S- Sonarpur, in the District South 24-Parganas absolutely and forever free from all encumbrances.

AND WHEREAS while seized and possessed of the aforesaid property said **Manjusree Dutta** died intestate on **11.07.1996** leaving behind his **Two sons** and **One Daughter** namely **(1) BISWAJIT DUTTA (2) AVIJIT DUTTA** and **(3) SUTAPA SARKAR (Owners no. 1 to 3 herein)** as hes only legal heirs and successors to inherit her aforesaid property by way of inheritance according to Hindu Succession Act 1956. It is to be mentioned herein that **Indrajit Dutta** was predeceased on **16.01.1996**.

AND WHEREAS after demise of **Manjusree Dutta** and **Indrajit Dutta** respectively their **Two sons** and **One Daughter** namely **1) BISWAJIT DUTTA (2) AVIJIT DUTTA** and **(3) SUTAPA SARKAR (Owners no. 1 to 3 herein)** became joint owners of **ALL THAT** piece and parcel of Bastu land measuring **4 Cottahs** more or less with structure standing thereon comprising **L.O.P No- 1543, CS Plot no- 391(P), 392(P), Mouza- Sripur Bagharghole, J.L no- 59, P.S- Sonarpur, in the District South 24-Parganas** described in the Schedule- A hereunder and have been jointly seized and possessed the said property without any disturbance or interference in any manner whatsoever of/or otherwise sufficiently entitled to the said property free from all sorts encumbrances and recorded their names in the Books of Rajpur-Sonarpur Municipality under **Ward No. 32, vide Holding no. 24, Street name- Sukanta Pally & Sri Krishna Pally, Assessment No. 1104302049149** and they are paying taxes on regularly basic to Rajpur-Sonarpur Municipality and they are in peaceful possession, occupation enjoyment over the said property and said property is free from all encumbrances.

AND WHEREAS Land Owners herein-named, for the purpose of better utilization of the property and to gain something more out of their property, have decided to raise a multi - storied building on Schedule-A mentioned land property, but not having so much fund, man power and set-up, time to endeavor, as also with the intention to materialize desire through a Developer, Land Owners have decided to entrust the above-named Developer **M/S T.C ENTERPRISE** represented by its partners 1) **SRI RANJAN KUMAR THATOI (PAN-AIZPT3575G)**, son of Sri Nilmoni Thatoi, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 625, Lichutala Road, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas **AND 2) SRI CHANCHAL SARKAR, (PAN-BLPPS2880B)**, Son of Sri Makhan Lal Sarkar, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas to raise a multi - storied building there on the Schedule- A mentioned land property, under some specific terms and conditions.

Finding the project a viable said 1) **SRI RANJAN KUMAR THATOI** and 2) **SRI CHANCHAL SARKAR** agreed to take charge of the project under the mutually settled terms and conditions.

Considering the facts and circumstances, the Developer herein-named, has decided to take charge of the Project under some specific terms and conditions and because of the same, the Parties have mutually decided to execute this Memorandum of Understanding in respect of the property as morefully described under the Schedule- A herein.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED AND DECLARED BY AND BETWEEN THE PARTIES**

HERETO AS follows:

1. The Land Owners agreed to appoint and do hereby appoint the Developer as the constructor for Development of the said premises as between the Land Owners and the Developer on the terms and conditions herein after contained where the Developer shall do the following jobs:-
 - a) Signing complete plan by developer for submitting to the Rajpur-Sonarpur Municipality which already been done.
 - b) Relation of Land Owners belonging to other flats.
 - c) Deliver of possession of the flats/shop/car parking to the Land Owners.
 - d) To sell the other flats/shop/car parking to third parties.
2. The Land Owners do hereby agree to transfer, convey and assign to the Developer the Developer's portion of the proposed building on the terms and conditions herein after contained.
3. The Development transfer and/or assignments shall be in favour of the developer and/or its nominee or nominees and/or its and/or their respective transferee or transferees and/or their respective assigns.
4. The development shall be completed by such number of conveyances and/or other transfer documents as may be required by the Developer and or such portions and/or undivided share in the land comprised in the said premises and/or the proposed building as the Developer may at its absolute discretion think fit and proper so long as the Developer gets.

5. The Land Owners also executing Development power of attorney in favour of the developer herein for the purpose of construction and transferring, selling, conveying and/or assigning the Developer's portion of the proposed building and for the said purpose for signing and executing all writings, agreement, conveyances and or other transfer documents and perfecting such deeds, documents and writings by registration and the Land Owners do hereby further agree to grant in favour of the Developer such other Power and/or authorities as may from time to time be required by the Developer for the purpose aforesaid.

6. All cost of stamp duty and registration charges payable on such writings, agreements, conveyances and/or other transfer documents shall be borne and paid by the Developer and/or its transferees and/or their respective assignees, transferred to itself and/or nominees and/or transferees the entirety of the interest of the Land Owners in the Developer's portion of the proposed Building and the scheme of transfer avail be such as be decide by the Advocate.

7. The Developer has full right to transfer and/or assign its rights under these presents and/or in respect of the Developer's portion of the proposed building.

8. As after the date hereof the Developer shall be deemed to be in joint possession of the said premises along with the Land Owners.

9. To apply for and obtain temporary and/or permanent connection for electricity gas, water power and/or other connection and/or lines for essential service and/or any part thereof.

10. All costs charges and expenses for carrying out the rights and or entitlements of the Developer in terms hereof as aforesaid shall be

borne and paid by the Developer to carry out effectually the rights and or entitlements of the developer hereunder.

11. The Land Owners shall forthwith on being required by the Developer sign execute and deliver all plans papers and or documents as be required by the Developer to enable the Developer to carry out effectually the rights and/or entitlements of the developer hereunder.

12. The Land Owners shall also grant and extend all co-operation and/or assistance as may reasonably be required and/or demanded by the developer from time to time to enable the Developer to carry out the rights authorities and/or entitlements of the Developer in term hereof.

13. The Land Owners further agreed to grant in favour of the Developer and/or nominee or nominees or from time to time such other power and/or authorities as may be necessary and be reasonable required by the Developer for morefully effectuating the rights authorities and/or entitlements of the developer in terms of these presents.

14. The Developer shall endeavor to complete the construction of the proposed building within **24 (Twenty Four) months** from the date of the sanction of the building plan except any disturbance either by nature or by human created the constructions should be completed **within 24 months**.

15. The specification of construction of the proposed building shall be generally those are normal in a residential building but shall not be in any way in favour to the specifications as contained in the **Schedule-F** hereunder written.

16. The Developer shall pay and liable to pay the cost for construction the land OWNER'S portion of the proposed building and the Land

Owners or any other portion of the proposed building the Developer shall bear and pay the same without raising any objection whatsoever and the developer agree to indemnify and keep indemnified the Land Owners for payment of the same as and when the same shall be demanded by the Authority concerned.

a. It is clarified that in consideration of the developer developing and construction at its costs the land OWNER'S portion of the proposed building the Land Owners have agreed to transfer the Developer's portion of the proposed Building.

17. On completion of construction of the proposed building the Land Owners shall become entitled to exclusive use and occupation of the developed area comprised in the Land OWNER'S portion of the proposed building and the Developer shall put the Land Owners in undisputed exclusive possession thereof.

18. The Developer and the Land Owners have entered into this agreement purely on a principal basis and nothing stated herein shall be deemed or constructed as a partnership between the developer and the Land Owners in any manner constitute as association of persons.

19. The Contractor shall use in the construction best quality materials in accordance with the specifications.

20. As after the date hereof the Developer shall be deemed to be in joint possession of the said premises along with the Land Owners.

21. All cost of construction of the Land OWNER'S portion of the proposed building shall be incurred by the Developer on the Land Owners and all such payments shall be deemed to be payable towards the consideration herein and would fully discharges the developer from the liability towards payments of the consideration of the Land Owners positions of the proposed building is completed.

22. That the common portion as described in Schedule-D of this agreement all the flat Land Owners shall have equal rights and no other person excepting the flats Land Owners shall have no right over the same whatsoever and the said common space shall be kept open.

23. That the purchaser/s and the Land Owners herein shall pay proportionate cost of mother meter.

24. The Developer shall sale the developer's allocated portion to any buyer/buyers and the Land Owners shall handover the original deeds and parcha and other papers and documents in respect of the said property to the Developer at the time of execution of this agreement and the Developer shall return all original documents to the Land Owners after transferring their allocated portion.

25. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performances of the relating obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the durations of the force majeure. Force majeure shall mean epidemic, earthquake, riot, war, storm, tempest civil commotion which in beyond the control of any of the parties.

26. Simultaneously with the execution of these presents the Developer shall demolish the existing old dilapidated building and remove the debris. The debris and all other rubbish and other materials coming out from the existing building shall be the property of the Developers.

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We, (1) **BISWAJIT DUTTA**, (PAN- AONPD 6900K) (AADHAR NO. 6718 3360 0527), Son of Late Indrajit Dutta, by faith- Hindu, by occupation- Self-employed, by Nationality- Indian, residing at **Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas** (2) **AVIJIT DUTTA**, (PAN- AGSPD 9176C) (AADHAR NO. 4663 3095 3427), Son of Late Indrajit Dutta, by faith- Hindu, by occupation- Service, by Nationality- Indian, residing at **GANGA VENTURES PVT LTD, 81, Ground Floor, Hemkunt Colony, P.S- Greater Kailash, South Delhi, Pin Code- 110048** (3) **SUTAPA SARKAR**, (PAN- DSSPS 2281E), (AADHAR NO. 2971 0295 6583), Wife of Achyut Sarkar, Daughter of Late Indrajit Dutta, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at **10/9, 1, MLB Road, Bally Municipality, P.O & P.S- Bally, Howrah, West Bengal, Pin code- 711201**, Hereinafter called and referred to as the "**LAND OWNERS**" of **THAT** piece and parcel of Bastu land measuring **4 Cottahs** more or less with structure standing thereon comprising **L.O.P No- 1543, CS Plot no- 391(P), 392(P), L.R Dag No. 392, Khatian No. 1543, Mouza- Sripur Bagharghole, J.L no- 59, P.S- Sonarpur, in the District South 24-Parganas, within the limits of Rajpur- Sonarpur Municipality, Ward No. 32, vide Holding no. 24, Street name- Sukanta Pally & Sri Krishna Pally, Assessment No. 1104302049149** morefully described in schedule-A hereunder, do hereby nominate, constitute and appoint 1) **SRI RANJAN KUMAR THATOI (PAN-AIZPT 3575G)**, son of Sri Nilmoni Thatoi, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at **625, Lichutala Road, P.O. Boral, P.S. Sonarpur now Narendrapur,**

Kolkata- 700154, District South 24 Parganas **AND 2) SRI CHANCHAL SARKAR (PAN-BLPPS 2880B)**, Son of Sri Makhan Lal Sarkar, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas partners of **T.C. ENTERPRISE (PAN NO. AARFT0782B)** a Partnership firm having its office at **441, Paschim Nischintapur, P.S. Narendrapur, Kolkata - 700154, District South 24 Parganas**, represented by its Partners, as our true and lawful **ATTORNEY** to construct the proposed building and to act in our names, on our behalf and in place of us and in our stead to do the following acts, deeds and things in respect of the under mentioned **Schedule-A** property, that is to say:

AND WHEREAS the said **1) SRI RANJAN KUMAR THATOI (PAN-AIZPT 3575G)**, son of Sri Nilmoni Thatoi, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 625, Lichutala Road, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas **AND 2) SRI CHANCHAL SARKAR (PAN-BLPPS 2880B)**, Son of Sri Makhan Lal Sarkar, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas as per terms of the instant Development Agreement requested to the Executants herein to execute and register a Development Power of Attorney in their names so that the Developer herein can construct the proposed building and execute and register the Agreement for Sale and Sale Deed and other transfer in the name and on behalf of the Land owners in respect of the Flat or Flats, space or spaces along with

undivided proportionate share of land and common areas and facilities attached thereto.

AND WHEREAS 1) SRI CHANCHAL SARKAR AND (2) SRI RANJAN KUMAR THATOI as our true and lawful Attorney for us and on our behalf in respect of the **Scheduled-A** property to execute and to do the following acts and things, deeds hereinafter mentioned that is to say:-

To represent us, to sign on our behalf in respect of the **Schedule-A** mentioned property as is required for the purpose of Development.

To attend before the Registrar of any Registration Office to execute and present Deed of Sale or Agreement for Sale for Registration on our behalf and also to do all acts on our behalf as permissible in the eye of law of land for the transfer of the "**Developer's allocation**" morefully described in **Schedule-C** to the intending Purchaser/ Purchasers in respect of Developer's allocation only hereunder written.

To sign, execute and submit all papers, applications, documents, statements, Deed of Sale/ Deed of Conveyance undertakings, declarations and supplementary plans as may be required for having the plan or plans on the said premises, re-sanctioned by the Rajpur-Sonarpur Municipality/ appropriate authority and/or any other authority or other authorities.

To appear and represent us before the appropriate authorities including the Rajpur-Sonarpur Municipality in connection with the sanction, modification and/or alteration of the plan.

To pay fees, obtain sanction and such orders and permissions from the authorities in our names as be expedient for sanction, modification and/or alteration of the plan and other papers and documents as may be required or necessary by the proper authorities.

To receive of the excess amount of fees if any paid for the purpose of sanction, modification and / or alteration of the plan and/or for the purpose related thereto from any authority or authorities, on our behalf.

To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other nature in the said premises and/or to make alterations therein and to close down and/or have disconnected the same and for that to sign, execute and submit all papers, applications, documents and plans to do all other acts deeds and things as may deem fit and proper by the said Attorney.

To apply for and obtain necessary license, quota from the concerned authorities.

To execute and register the deeds like deed of conveyance, agreement, agreement for sale, deed of lease, deed of gift to Municipality before the Registrar and shall also have right to receive the consideration money for the same against receipt on our behalf in respect of **Developer's allocation** morefully described in **Schedule-C** hereunder written.

To appear, present and sign on our behalf before all authorities including those under the Rajpur-Sonarpur Municipality for fixing and/or finalization of the annual valuation of the said premises and for that to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

To appear and represent and/or sign on our behalf before and Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar, Metropolitan Magistrate and other officer or officers or authority or authorities having jurisdiction to be executed and signed by the said Attorney.

To compromise suits, appeals or other legal proceedings in any court, tribunal, authority, whatsoever and sign and verify applications thereof for the said purpose in respect of the said premises.

To receive the registered letters or any other documents in respect of the said property and to grant proper and effectual receipts in respect thereof on our behalf.

To deposit and withdraw fees, documents and moneys in Court or Courts and / or any other person or authority and give valid receipts and discharges therefore in connection with the plan.

For all or any of the purpose herein before stated to appear and represent me before all authorities having jurisdiction and to sign, execute and submit all papers, deeds and documents.

And I, do hereby agree to ratify and confirm **all** or whatsoever, other act or acts which our said Attorney shall lawfully do execute or, permit or cause to done executed or performed in connection with all the acts and deeds stated herein before.

THE SCHEDULE "A" ABOVE REFERRED TO

(Entire property)

ALL THAT piece and parcel of Bastu land measuring **4 Cottahs** more or less with structure standing thereon comprising **L.O.P No- 1543, CS Plot no- 391(P), 392(P), L.R Dag No. 392, Khatian No. 1543, Mouza- Sripur Bagharghole, J.L no- 59, P.S- Sonarpur, in the District South 24-Parganas, within the limits of Rajpur- Sonarpur Municipality, Ward No. 32, vide Holding no. 24, Street name- Sukanta Pally & Sri Krishna Pally, Assessment No. 1104302049149, which is butted and bounded as per the follows.**

On the North :	24ft. wide Road
On the South :	L.O.P No. 1547
On the East :	Local pond
On the West :	L.O.P No. 1545

THE SCHEDULE "B" ABOVE REFERRED TO

(Land Owner's allocation portion)

LAND OWNERS will get (1) One 2BHK Flat on the First Floor (North-East side) (2) One 2BHK Flat on the First Floor (North-West side), (3) One 2BHK Flat on the Second Floor (North-West side), (4) One 2BHK Flat on the Third Floor (North-West side), car parking space measuring 250 sq.ft more or less on the Ground Floor (North-West side) of the proposed building and the Developer shall pay a sum of Rs. 10,000/- (Rupees Ten Thousand) only to the LAND OWNERS as Shifting charges till delivery of possession in the newly building **TOGETHER WITH** the proportionate share in the land and all other common facilities/amenities of the said building and premises/Holding described in the **Schedule "A"** hereinabove written.

THE SCHEDULE "C" ABOVE REFERRED TO

(Developer's allocation Portion)

Developer will get **ALL THAT** remaining portion of the proposed building (except **land owner's allocated portion**) of the sanctioned building by Rajpur-Sonarapur Municipality **TOGETHER WITH** the proportionate share in the land and all other common

facilities/amenities of the said building and premises/Holding described in the Schedule "A" hereinabove written.

THE SCHEDULE "D" ABOVE REFERRED TO
(The Common Portion)

Common parts, passages, driveways and main entrances to the premises and the building.

Common boundary walls and main gates, Lift.

Drainage and sewerage and all pipes and other installed for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use),

Electrical installations.

(if any) transformer (if any) electrical substation (if any) and electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any unit and/or exclusively for its use).

Stair cases, stair case landing and/or mid landings on all floors in the building and roof.

Lobbies on all floors of the building.

Water pumps, water reservoir, water tanks and all common plumbing installation for carriages of water (save only those as are exclusive within and for use of any unit in and/or to and/or in respect of the building).

Such other common parts, areas, equipments, installations, fittings, fixtures of the premises and the building as are necessary for passage to and/or user of the units in common.

THE SCHEDULE "E" ABOVE REFERRED TO
(The Common Expenses)

All costs of maintenance, operation, replacing, maintenance and repairing of lift, repairing white washing painting, decorating, redecorating, rebuilding, reconstruction, lighting the common portions in the building.

The salary of all persons employed for the common purposes including durvans, security, sweepers, plumbers, electricians etc,

All charges and deposit for supplies of common utilities to the co-Owners in common.

Municipal Tax, water tax and other levies in respect of the premises and the building have those separately assessed.

Costs of formation and operation of the Association.

Costs of running maintenance, repair and replacement of Generator, cost of transformer shall be borne by flat owners, land owners proportionate share, pumps and other common installations including their license fees, taxes and other, levies (if any).

Electricity charges for the electrical energy consumed for the operation of the common services.

All other expenses, taxes, rates and other levies etc. as are deemed by Developer to be necessary or incidental or liable to be paid by the co-owner in common including such account as be fixed for creating a fund for replacement, renovation, painting and/or partition repairing of the common portions.

THE SCHEDULE "F" ABOVE REFERRED TO
(SPECIFICATION OF CONSTRUCTION)

FOUNDATION : R.C. Column foundation with super structure,

BRICK WORK : Outer walls will be 8" thick and inner wall will be 5" and 3" thick (with net) and inside, outside plaster

WINDOW: Aluminium windows with glass panel and grill with paint.

DOOR: Doors frame made of Flash Door and Frame made wood with fittings.

KITCHEN: Floor tiles and Black stone kitchen platform with a cylinder space sink (Steel), tap water connection and 3 ft. height glazed tiles.

TOILET: Floor anti-skirt Spartech and Wall 6 ft. height Glazed Tiles

FLOORING: Floor in Bed Rooms, Balcony and Drawing cum Dining (with tiled).

BALCONY: Grill covered up to 3"-0" height from floor.

ELECTRICITY: Electric wiring will be concealed with standard copper wire good quality power voltage with following connection to be made.

a. Bed Room - 3 light points, 1 fan points, 5 amp panel one extra plug point, AC Plug point (Master Bedroom).

b. Dining cum drawing - 3 light points, 2 fan points, 15 amp & 5 amp plug points two each.

c. Kitchen - one light point, one exhaust fan point, one water connection point, one acquagard point one kitchen chimney point 15 amp.

d. Toilet - 1 light point and one exhaust fan point.

e. Sanitation W.T. Commode Hindustan, with PVC cistern good (White) One Basin (20'X16") Tap (good quality) in toilet Commode with cistern. One Tap point,

f. Painting - Inside Plaster of Paris, outside colour wash snowcem, Tatacem.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement and set and subscribe their hands and seals on the day, month and year first above written

SIGNED, SEALED AND DELIVERED BY THE PARTIES HERETO in presence of :-


WITNESSES:-

1. Sharodiya Sarkar
10/9/1 M.L.P. Road
Pally Howrah.

Biswajit Dutta

Sutapa Sarkar

2. Archana Dutta
Boral Sukanta Pally
P.O. Boral, P.S. Sonarpur
KOL-700154


(AVISIT DUTTA)

SIGNATURE OF THE LAND OWNERS

Chanchal Sarkar

Rajan Kumar Thakri

SIGNATURE OF THE DEVELOPER

DRAFTED BY ME


ADVOCATE
20/5/2019



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SIGNATURE.....*Subapa Sarker*



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SIGNATURE.....*(Signature) (AVIJIT DUTTA)*



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SIGNATURE.....*Biswajit Dutta*.....



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SIGNATURE.....*Rajen Kumar Thakri*.....



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SIGNATURE *Clanctal Samaras*



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SIGNATURE *Rafel Canine*

Major Information of the Deed

Deed No :	I-1603-06422/2023	Date of Registration	12/05/2023
Query No / Year	1603-2001043185/2023	Office where deed is registered	
Query Date	25/04/2023 8:37:14 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Madhurima Saha ALIPORE POLICE COURT,Thana : Alipore, District : South24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7980463801, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 3,00,000/-	Rs. 55,44,004/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 60/- (Article:E, E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sukanta Pally (Boral), Mouza: Sripur Bagharghole, , Ward No: 032 JI No: 59, Pin Code : 700153

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-392 (RS :-)	LR-1543	Bastu	Shali	4 Katha	3,00,000/-	55,44,004/-	Width of Approach Road: 25 Ft.
Grand Total :					6.6Dec	3,00,000 /-	55,44,004 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr BISWAJIT DUTTA (Presentant) Son of Late Indrajit Dutta Sukanta Pally, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AQxxxxxx0K, Aadhaar No: 67xxxxxxxx0527, Status :Individual, Executed by: Self, Date of Execution: 30/04/2023 , Admitted by: Self, Date of Admission: 30/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 30/04/2023 , Admitted by: Self, Date of Admission: 30/04/2023 ,Place : Pvt. Residence</p>

2 Mr AVIJIT DUTTA

Son of Late Indrajit Dutta GANGA VENTURES PVT LTD, 81, Ground Floor, Hemkunt Colony, City:- Not Specified, P.O:- Sarojini Nagar, P.S:-Sarojini Nagar, District:-South, Delhi, India, PIN:-110048 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AGxxxxxx6C, Aadhaar No: 46xxxxxxxx3427, Status :Individual, Executed by: Self, Date of Execution: 30/04/2023
 , Admitted by: Self, Date of Admission: 30/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 30/04/2023
 , Admitted by: Self, Date of Admission: 30/04/2023 ,Place : Pvt. Residence

3 Mrs SUTAPA SARKAR

Wife of Mr Achyut Sarkar 10/9/1, MLB Road, Bally Municipality, City:- Not Specified, P.O:- Bally, P.S:-Bally, District:-Howrah, West Bengal, India, PIN:- 711201 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: DSxxxxxx1E, Aadhaar No: 29xxxxxxxx6583, Status :Individual, Executed by: Self, Date of Execution: 30/04/2023
 , Admitted by: Self, Date of Admission: 30/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 30/04/2023
 , Admitted by: Self, Date of Admission: 30/04/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	T C ENTERPREISE 441, Paschim Nischintapur, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 , PAN No.:: AAxxxxxx2B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr RANJAN KUMAR THATOI Son of Mr Nilmoni Thatoi 625, Lichutala Road, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Abxxxxxx5G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : T C ENTERPREISE (as PARTNER)
2	Mr CHANCHAL SARKAR Son of Mr Makhan Lal Sarkar Sukanta Pally, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BLxxxxxx0B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : T C ENTERPREISE (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RAJESH LASKAR Son of Mr Nuruddin Laskar Alipore Police Court, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Mr BISWAJIT DUTTA, Mr AVIJIT DUTTA, Mrs SUTAPA SARKAR, Mr RANJAN KUMAR THATOI, Mr CHANCHAL SARKAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BISWAJIT DUTTA	T C ENTERPREISE-2.2 Dec
2	Mr AVIJIT DUTTA	T C ENTERPREISE-2.2 Dec
3	Mrs SUTAPA SARKAR	T C ENTERPREISE-2.2 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sukanta Pally (Boral), Mouza: Sripur Bagharghole, , Ward No: 032 JI No: 59, Pin Code : 700153

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 392, LR Khatian No:- 1543		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 160306422 / 2023

On 27-04-2023

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 55,44,004/-



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 30-04-2023

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

Presented for registration at 11:00 hrs on 30-04-2023, at the Private residence, by Mr BISWAJIT DUTTA , one of the Executants.

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

Execution is admitted on 30/04/2023 by 1. Mr BISWAJIT DUTTA, Son of Late Indrajit Dutta, Sukanta Pally, P.O: Boral, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Others,
2. Mr AVIJIT DUTTA, Son of Late Indrajit Dutta, GANGA VENTURES PVT LTD, 81, Ground Floor, Hemkunt Colony, P.O: Sarojini Nagar, Thana: Sarojini Nagar, , South, DELHI, India, PIN - 110048, by caste Hindu, by Profession Others
3. Mrs SUTAPA SARKAR, Wife of Mr Achyut Sarkar, 10/9/1, MLB Road, Bally Municipality, P.O: Bally, Thana: Bally, . Howrah, WEST BENGAL, India, PIN - 711201, by caste Hindu, by Profession Others

Identified by Mr RAJESH LASKAR, . . Son of Mr Nuruddin Laskar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate

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

Execution is admitted on 30-04-2023 by Mr RANJAN KUMAR THATOI, PARTNER, T C ENTERPREISE (Partnership Firm), 441, Paschim Nischintapur, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154

Identified by Mr RAJESH LASKAR, . . Son of Mr Nuruddin Laskar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate

Execution is admitted on 30-04-2023 by Mr CHANCHAL SARKAR, PARTNER, T C ENTERPREISE (Partnership Firm), 441, Paschim Nischintapur, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154

Identified by Mr RAJESH LASKAR, . . Son of Mr Nuruddin Laskar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 04-05-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/05/2023 8:51PM with Govt. Ref. No: 192023240035983318 on 01-05-2023, Amount Rs: 53/-, Bank: SBI EPay (SBIPay), Ref. No. 4839766872139 on 01-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,070/- and Stamp Duty paid by by online = Rs 9,920/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/05/2023 8:51PM with Govt. Ref. No: 192023240035983318 on 01-05-2023, Amount Rs: 9,920/-, Bank: SBI EPay (SBIPay), Ref. No. 4839766872139 on 01-05-2023, 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

On 12-05-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 7.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,070/- and Stamp Duty paid by Stamp Rs 100.00/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 9565, Amount: Rs.100.00/-, Date of Purchase: 11/05/2023, Vendor name: S B Das



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

