

13237/22

S - 12774/2022



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 796787

17.8.22  
 Ce-12460415

~~Certified that the document is submitted to me for registration. The signature sheets and the duplicate certificate sheet annexed with the document are the part of the document.~~

District Sub-Registrar  
 Alipore, South 24-parganas  
 17 AUG 2022

**DEVELOPMENT AGREEMENT  
 COUPLED WITH DEVELOPMENT POWER OF ATTORNEY**

**THIS DEVELOPMENT AGREEMENT with POWER OF ATTORNEY** is made on this 17<sup>th</sup> day of August 2022 (Two Thousand Twenty Two)

**BETWEEN**

042321

21 JUN 2022

BL. NO.....Dt.....  
Name- K. P. MAZUMDER (Adv)  
ADD- High Court Calcutta  
Kolkata-700001  
Rs.....

TANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-27



Identified by me -

Dehe Wate Mazumder

Sp-lete Santosh Kumar Mazumder.

East fatabad, Garib

Kol- 700084

Service

DISTRICT SUB REGISTRAR-III  
SOUTH 24 P.S., ALIPORE  
17 AUG 2022

**(1) SRI ASHUTOSH SARKAR @ ASHU SARKAR** (PAN DKHPS7764F) **(2) SRI SHIBU SARKAR** (PAN DENPS0044N), both sons of Late Jogesh Chandra Sarkar, both by faith- Hindu, by Occupation- Service, by nationality- Indian, both residing at 182, Bidhanpally, P.O. Garia, P.S. Bansdrani, Kolkata- 700084, **(3) PRADIP SARKAR** (PAN NO PCDPS4633H) Son of Late Basudeb @ Bashu Sarkar, by faith Hindu, by occupation- Business, residing at 182, Bidhanpally, P.O. Garia, P.S. Bansdrani, Kolkata- 700084, hereinafter jointly referred to as the **LANDOWNERS/PRINCIPALS** (which terms or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, legal representative, administrators and/or assigns) of the **ONE PART**.

**A N D**

**TAPASH BHADURI** (PAN AJWPB4316R) Son of Late Amaresh Bhaduri, by faith- Hindu, by Occupation- Business, residing at 74, Bidhan Pally, Garia, P.S. Bansdrani, Kolkata- 700084, hereinafter referred to as the **DEVELOPER cum ATTORNEY** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, legal representatives, successor or successors-in-interest, executors, administrators, nominee or nominees and/or assigns) of the **OTHER PART**.

**WHEREAS** the LANDOWNERS herein are now the lawful owners and seized and possessed of ALL THAT land measuring an area of about 04 cottahs, 15 chittaks be the same a little more or less at Mouza-Kamdahari in C,S, Plot No. 117 E/P, No. 182 (S.P.-328), P.S. Bansdrani previously Regent Park, J.L. No. 49, under Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas and the said land has been more fully and particularly described in the First Schedule hereunder written.

**AND WHEREAS** said Dolly, Ila, Shila and Sandha who are the four daughters of said Jogesh Chandra Sarkar, transferred their 4/7<sup>th</sup> share in the property more fully described in the first schedule hereunder written in favour of their brothers Ashutosh Sarkar @ Ashu Sarkar and Shibu Sarkar by the registered deed of gift dated 17/8/22 being deed no. 12771 of 2022 registered in the office of DSR III

**AND WHEREAS** Mohana Sarkar who is the daughter of Late Bashu @ Basudeb Sarkar, transferred her entire share in respect of the property more fully described in the first schedule hereunder written in favour of her brother Pradip Sarkar by the deed of gift dated 17/8/22 being deed no. 12770 of 2022 registered in the office of DSR III

Tapan B. Chandra

Tapan B. Chandra

**AND WHEREAS** in the manner stated above the landowners herein have become the absolute owners of the property more particularly described in the first schedule hereunder written and have been in exclusive possession of the same.

**AND WHEREAS** the Landowners on being desirous of construction of new multi-storied building on the said premises have approached the Developer herein and the Developer has agreed to develop the said First Schedule premises on the following terms and conditions as stated hereinafter.

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

**ARTICLE- I- DEFINITION**

In this Development Agreement unless it is contrary or repugnant to the context the following words shall have the following meaning:-

- 1.1 LANDOWNERS:** shall mean (1) SRI ASUTOSH SARKAR @ ASHU SARKAR, (PAN DKHPS7764F) (2) SRI SHIBU SARKAR (PAN DENPS0044N), both sons of Late Jogesh Chandra Sarkar, both by faith- Hindu, by Occupation- Service, by nationality- Indian, both residing at 182, Bidhanpally, P.O. Garia, P.S. Bansdroni, Kolkata- 700084, (3) PRADIP SARKAR (PAN NO PCDPS4633H) Son of Late Basudeb @ Bashu Sarkar, by faith Hindu, by

occupation- Business, by Nationality- Indian, all residing at 182, Bidhanpally, P.O. Garia, P.S. Bansdrone, Kolkata- 700084.

**1.2 DEVELOPER:** shall mean TAPASH BHADURI (PAN AJWPB4316R) Son of Late Amaresh Bhaduri, by faith- Hindu, by Occupation- Business, residing at 74, Bidhan Pally, Garia, P.S. Bansdrone, Kolkata- 700084.

**1.3 SAID LAND:** shall mean ALL THAT land measuring an area of about 4 cottahs 15 chittacks be the same a little more or less at Mouzas- Kamdahari in C.S. Plot no. 117, E/P No. 182 (S.P. 328) P.S. Bansdrone previously Regent Park, J.L. No. 49, under Kolkata Municipal Corporation, Ward No. 111, District South 24 parganas more particularly described in the FIRST SCHEDULE hereunder written.

**1.4 NEW BUILDING:** shall mean the new building or buildings to be constructed on the said Land with the maximum floor area Ratio (FAR) available or permissible under the New Building Rules and Regulations and for the time being prevailing as per the plan to be sanctioned by the Building Department of Kolkata Municipal Corporation.

**1.5 UNIT/FLATS:** shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed

area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said plot of land.

**1.6 BUILT-UP-AREA:** shall mean the total covered area of Flat including proportionate share of corridors, staircases, lobby, lift, lobby caretaker room of the New Building or Buildings to be constructed at the said premises.

**1.7 SUPER-BUILT-UP-AREA:** shall mean the total constructed area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room, caretaker room together with the walls and such other areas used for accommodating common services to the New Building or buildings to be constructed at the said plot of land.

**1.8 THE PLAN:** shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the New Building or buildings as shall be sanctioned by the Kolkata Municipal Corporation in accordance with law.

**1.9 LANDOWNERS' ALLOCATION:** shall mean the area as described in the SECOND SCHEDULE hereunder written.

**1.10 DEVELOPER'S ALLOCATION:** shall mean the area as described in the THIRD SCHEDULE hereunder written.

**1.11 COMMON EASEMENT:** shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easement, obligations and duties of like nature of the other units in the said building in or upon such unit or on part thereof, more fully and particularly described in the FIFTH SCHEDULE hereunder written. Common areas and facilities to be provided at the said premises shall be used and enjoyed by the Landowners and developer jointly.

**1.12 COMMON EXPENSES:** shall mean the proportionate share of the costs, charges and expenses for working maintenances, upkeepment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the corporation Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, after delivering possession of



- 1.11 COMMON EASEMENT:** shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easement, obligations and duties of like nature of the other units in the said building in or upon such unit or on part thereof, more fully and particularly described in the FIFTH SCHEDULE hereunder written. Common areas and facilities to be provided at the said premises shall be used and enjoyed by the Landowners and developer jointly.
- 1.12 COMMON EXPENSES:** shall mean the proportionate share of the costs, charges and expenses for working maintenances, upkeepment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the corporation Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, after delivering possession of owners' allocation to the owners and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier morefully and particularly described in the SIXTH SCHEDULE hereunder written.

- 1.13 TAX LIABILITIES:** The Landowners shall be liable to pay the tax to the Kolkata Municipal Corporation other statutory tax liability in respect of the flats and car parking spaces under Landowners' Allocation from the date of receiving possession of Landowners' allocation as per terms of this deed. The Landowners shall also be liable to pay the GST or any other applicable taxes in respect of their allocation under this agreement.
- 1.14 TRANSFEREE:** shall mean a person, persons firm limited company Association of persons to whom any space and/or unit in the building to be constructed at the said plot of land has been transferred.
- 1.15** Words importing masculine gender shall include feminine and neuter gender and vice versa.

#### **ARTICLE - II - COMMENCEMENT**

**THIS AGREEMENT** shall be deemed to have been commenced on and with effect from the date of its execution.

#### **ARTICLE - III** **LANDOWNERS' REPRESENTATIONS AND OBLIGATIONS**

- 3.1** The Landowners are lawful owners and are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL

THAT the entirety of the said plot of land morefully particularly described in the FIRST SCHEDULE hereunder written.

- 3.2** Except the Landowners and their respective legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said plot of Land and/or any portion thereof.
- 3.3** The Landowners are fully competent to enter into this Development Agreement.
- 3.4** The said plot of land is free from all encumbrances, charges, liens, lispences, attachment, trusts, acquisition, requisitions whatsoever or however.
- 3.5** There is no Mosque, debottor or burial ground on the said Plot of Land.
- 3.6** The Landowners will execute and register a General Power of Attorney in favour of the Developer for the purpose of obtaining necessary permission and/sanction from different authorities in connection with the development of the said First Schedule Land, and also for pursuing up the matter with the Kolkata Municipal Corporation and other statutory authorities.

- 3.7** The Landowners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowners shall have the right to supervise the construction of the new building or buildings at the said plot of Land personally.
- 3.8** The Landowners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings at the said plot of Land subject to the delivery of the undisputed possession of the Landowners' Allocation in the new building or buildings at the said plot of Land subject to the delivery of the undisputed possession of the Landowners' Allocation to the Landowners by the Developer within the specified period.
- 3.9** The Landowners hereby agree and covenant with the Developer to pay proportionate corporation rates, taxes, on and from the date of delivery of the possession of the Landowners' allocation to the Landowners by the Developer.
- 3.10** The Landowners shall cause to be joined as Vendor through power of attorney as may be required by the Developer in the

Agreements and/or Sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers, for the transfer of undivided proportionate share in the land only.

**3.11** The Landowners shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building and for effectuating the sale and/or transfer envisaged hereunder.

**3.12** Upon the Developer's constructing and delivering possession to the Landowners of the Landowners' allocation, the Landowners shall hold the same on the terms and conditions and restrictions as regard to the user and maintenance of the buildings as the other flats purchasers of the buildings.

#### **ARTICLE-IV**

#### **DEVELOPER'S REPRESENTATIONS AND OBLIGATIONS**

**4.1** The Landowners had furnished photocopies of Title Documents with regards to the possession & title of their land under this agreement to the Developer. Based on the search of these documents and being prima-facie satisfied with the Title the developer has decided to participate in the development of the land. In case any defect in the title/ownership is found at any

stage during currency of this agreement impugning the development of the project, the land owners shall rectify and remove such defect at their own cost.

- 4.2** That subject to supply of all original deeds/documents of title of the concern land by the land owners upon 24 hours' notice, the Developer shall submit the plan for sanction before the office of Kolkata Municipal Corporation within 12 months from this day.
- 4.3** Upon receipt of the possession as stated above the Developer shall commence constructions of the said building as per said sanctioned plan at its cost.
- 4.4** The Developer shall complete the construction of the said building/s and deliver the owners' allocation as mentioned in the Second schedule herein, as per specification and in good and habitable condition, to the owners towards the consideration for development of proportionate share of their land, positively within 30 months from the date of sanction of the building plan, along with possession letter, copies of sanctioned building plan, drainage and sewerage connection, permanent water connection with adequate ferrule and main electric supply line.
- 4.5** The Developer shall prepare plan of the Multi-storied building (G+ 3) and get it sanctioned and shall construct, erect and co

complete the landowners' allocation in the building at first, with all common facilities, amenities on the project in accordance with the sanctioned plan with good and standard materials as specified in Fourth Schedule, at its own cost within 30 months from the date of sanction of building plan, unless prevented by force majeure as defined in Article XIII. However the period of construction may be extended by mutual consent of the parties.

- 4.6** The Developer shall get the remaining portion of the built-up area of the proposed building constructed in accordance with Sanctioned Plan.
- 4.7** Subject as aforesaid, the common portion of the said New Building or buildings and including the roof as described in Seventh Schedule shall jointly belong to the Developer and the Landowners in proportion to their sharing rations. In the total car parking spaces as will be sanctioned by the K.M.C. Landowners and the developer each is entitled to 50% share.
- 4.8** Upon finalization of the Building Plan for construction of the New Building or buildings at the said plot of Land, the Landowners and Developer will choose flats, to comprise in the Landowner's allocation as stated hereinabove which shall be as per the SECOND SCHEDULE hereunder written and the balance of the

constructed area shall belong to the share of the Developer in consideration of his having constructed the said new Building at the said plot of land at his own costs and expenses in respect of the First Schedule premises.

**4.9** The Developer shall on completion of the New Building or buildings put the Landowners in undisputed possession of the Land owners' allocation together with all rights in common in the portions and common amenities and facilities along with all easement and quasi easements rights within 30 months from the date of sanction of the building plan and starting of construction work on the First Schedule plot of Land.

**4.10** The Developer hereby agrees and covenants with the Landowners to complete the construction and to deliver the possession of the Landowners' allocation to the Landowners in the new building at the First Schedule plot of Land in terms with the sanctioned plan within a period of 30 months from the date of sanction of the building plan positively. Time is the essence of this contract.

**4.11** The Developer hereby agrees and covenants with the Landowners that the Developer shall bear and pay all municipal and statutory rates, taxes and other dues and outgoing in respect of the said plot of land without any objection from the date of



handover of possession of the project land till completion of construction.

- 4.12** In case the Developer's project is neglected delayed or otherwise fails due to breach of contract and default within the time limit herein the Developer shall be liable to compensate the Landowners.
- 4.13** The Developer will take the proceeds of scraps or debris on demolition of the existing structure on the First Schedule Plot of land and the landowners will not be entitled to the same.
- 4.14** The Developer shall provide the Landowners No. 1, 2 and 3 alternative accommodation in the same locality and with more or less same type of conveniences they are enjoying now from the date of taking vacant possession of the said land and structure thereon up to the date of handing over possession of their allocations in the new building. Cost of shifting of Landowners to alternative accommodation will be borne by the Developer. The Developer shall pay the said alternative accommodation cost for the delayed period also (if any).
- 4.15** The Developer shall start the proceeding for sanction of building plan after taking the possession of the First Schedule plot of land from the Landowners and the Developer shall deliver the

possession of the Landowners' allocation within 30 months from the date of the getting the sanctioned building plan.

**ARTICLE- V**  
**(PROJECT AND PROJECT DEVELOPMENT)**

- 5.1** The Landowners hereby grant subject to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said plot of land and construct the New Building or buildings on the said plot of land in accordance with the Building plan or plans to be sanctioned by the Kolkata Municipal Corporation.
- 5.2** The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said plot of land in accordance with the Building plan with good and standard quality materials as may be specified by the Architects from time to time.
- 5.3** All application, Building plants and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Landowners and submitted by the Developer on behalf of the Landowners at Developer's own costs and expenses for sanction

of the Building plan. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Kolkata Municipal Corporation and other authorities shall be borne and met by the Developer PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer in connection therewith.

- 5.4** The Developer shall have right to enter into an agreement with any third party for construction of the new building if he desired for that and in that case the Landlords shall not put any objection in future.
- 5.5** The Developer shall have the right to display Signboard on the land inviting the intending or prospective buyers of flats.
- 5.6** The Landowners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said plot of land and for this purpose the Landowners keep the Developer saved, harmless and indemnified so long the interest of the landowners are protected.
- 5.7** The Developer shall construct the said Multi-Storied building/buildings (G+3) in accordance with sanctioned plan and

in terms of the agreement. The Landowners if desire in respect of their flats any change, addition, alteration and renovation may get it done on payment of cost for this purpose, provided such change is not legally barred by the competent authority, which may demanded by the Developer.

- 5.8** The roof of the constructed multi storied building shall remain for common use of the Landowners and Developer along with all of the purchasers of the Flat.
- 5.9** The Landowners and the Developer shall have proportionate right, title and interest in the land, constructions and amenities proportionate to their respective allocation in the premises whereon the said Multi-storied building stands.
- 5.10** All owners of the building shall enjoy common area, services and amenities. They shall form Owners' association for maintenance and cost of maintenance will be borne by the flat owners proportionately. This provision shall be included in the Deed of Sale of the Purchasers of the flats.
- 5.11** That the common rights and facilities available in the project are enjoyable by the Landowners, Developer and Purchasers of the flat. None will be entitled to sell common rights and facilities.

**5.12** The Developer shall build the new building or buildings together with all rights in common in the common portions and common amenities and facilities which are more fully described in the SEVENTH SCHEDULE hereunder written. The Developer shall upon completion of the new building or buildings put the landowners in undisputed possession of the Landowners' useable Allocation together with all rights in common facilities as stated herein, positively within the time specified above. Time is the essence of contract.

**ARTICLE-VI - TITLE DEEDS**

**6.1** Simultaneously with the delivery of possession of the said plot of Land to the Developer, the Landowners shall also deliver to the Developer all the original documents of title in their possession relating to the said plot of land which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the Developer and the Developer shall produce the originals before the appropriate authority as and when required by the Developer and/or its nominee or nominees being the owners of the Land forming part of the Developer's Allocation and also for sanctioning plan from the Kolkata Municipal Corporation and for smooth running of the construction work of the proposed building.

**ARTICLE – VII – CONSIDERATION**

- 7.1** In consideration of the Landowners' allowing the Developer to commercially exploit the said premises at his cost the Developer shall allocate the Landowners their allocation as stated earlier in this agreement.

**ARTICLE – VIII – COMMON FACILITIES**

- 8.1** The Developer shall pay and bear all the dues of municipal taxes water taxes in respect of the said plkot of land from the date of execution of the Development Agreement till the date of the delivery of possession of the Landowners' Allocation as stated herein below in the new building and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- 8.2** As soon as the new building is completed the Developer shall give notice to the Landowners requiring the Landowners to take possession of their Allocations in the building and then after 15 (Fifteen) days from the date of service of such a notice and at all times thereafter, the Landowners shall be exclusively responsible for payment of all municipal and other taxes from the date of delivery of possession of the said Landowners' allocation payable in respect of the said Landowners' allocation by the Landowners.

**ARTICLE - IX - COMMON RESTRICTIONS**

- 9.1** The Landowners' Allocation in the new building or buildings at the said plot of land shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefits of all occupiers of the new building or buildings.
- 9.2** The Landowners shall not use or permit to use the Landowners' allocation/Developer's Allocation in the new building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance or hazard to other occupiers of the new building or buildings.
- 9.3** Neither party shall demolish or permit demolition of any well or other structure in their respective allocations or any portion thereof or make any structural alteration therein the previous consent and/or permission from appropriate authorities.
- 9.4** The parties shall abide by all laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye-laws, Rules and Regulations.

- 9.5** The respective allottees shall keep the interior and wells, sewers, drains, pipes and other fittings and fixtures and appurtenances, floor and ceiling etc. in each of their respective allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from or against the consequences of any breach.
- 9.6** The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any condition in insurance of the new building or any part thereof and shall keep the Developer and other occupiers of the said building or buildings harmless and indemnified from and against the consequences of any breach.
- 9.7** No goods or other items/materials shall be kept by the Landowners or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building and in case any such hindrance is



caused the Developer or the Executor, as the case may be shall be entitled to remove the same at the risk and cost of the others.

**9.8** Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.

**9.9** The Landowners shall permit the Developer and his servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Landowners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, gas and water pipes and electric wires and for any similar purposes, subject to 24 hours prior notice to that effect.

#### **ARTICLE-X-LAND OWNERS' INDEMNITY**

**10.1** The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy his allocated area without any interference and/or disturbance, provided the

Developer perform and fulfils all the terms and conditions herein contained and/or his part to be observed and performed.

- 10.2** The Landowners hereby undertake to keep the Developer indemnified against all third party claims and action against the said plots of projects Land.

**ARTICLE- XI - DEVELOPER'S INDEMNITY**

- 11.1** The Developer hereby undertakes to keep the Landowners indemnified against all third party claims and actions arising out any sort of act or commission of the Developer relation to or arising out of the construction of the said building in the said plot of land.

- 11.2** The Developer hereby undertakes to keep the Landowners indemnified against all actions suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said plot of Land and/or in the matter of construction of the said building at the said plot of Land and/or for any defect thereon and/or for dealing with the Developer's allocation as well as the owners' share.

**ARTICLE - XII - MISCELLANEOUS**

- 12.1** It is understood that from time to time to facilitate the construction of the new building at the said plot of Land by the

Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and others documents may be required to be signed or made by the Landowners relating to which specific provisions may not have been mentioned herein, and the Landowners hereby undertake to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Landowners shall execute and sign all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe the right of the land owners and/or go against the spirit of this Agreement.

**12.2** The Developer shall frame scheme for the management and administration of the said building at the said plot of land and/or common parts thereof. The Land owners hereby agree to abide by all the Rules and Regulations of such Management/Association/ Holding organization and hereby give their consent to abide by the same.

**12.3** As and from the date of completion of the new building, the Developer and/or his transferees and the Landowners and/or

their transferees shall each be liable to pay and bear proportionate charges on account of Building Tax and other taxes payable in respect of their allocation (if applicable).

- 12.4** That the new building to be constructed on the said plot of land shall be known by a name to be fixed by the Developer after consultation with the Landowners.

**ARTICLE - XIII - FORCE MAJURE**

- 13.1** The Clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majeure clause. "Force-Majure" shall include natural calamities Act of God, flood, Tidal waves, earthquake riot, war, storm, tempest, fire civil-commotion, air-raid, strikes, notice or prohibitory order from Municipal Corporation or any other statutory body or from any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to effect the project or any part or portion thereof, any claim or disputes or doubts relating to or concerning the owners' right, title, interest of the said First Schedule land including the statutory department such as BL & L.R.O. ULC, Municipality etc. shortage of essential

commodities and/or circumstances beyond the control or reasonable estimation of the Parties herein.

**ARTICLE - XIV - JURISDICTION**

**14.1** The Hon'ble High Court at Calcutta and Courts subordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

**FIRST SCHEDULE**  
**(Description of Land)**

**ALL THAT** piece and parcel of land measuring 4 cottahs 15 chittaks more or less homestead land with a tile shed structure measuring 700 sq.ft standing there on in E/P No. 182 (S.P. 328) in C.S. Plot No. 117 of mouja- Kamdahari, J.L. No. 49, P.S. Bansdroni previously Regent Park, District South 24 parganas within Kolkata Municipal Corporation being premises No. 122, Bidhan Pally, Ward No. 111 being butted and bounded in the manner follows:-

**ON THE NORTH** : E.P. - 183  
**ON THE EAST** : E.P. - 181  
**ON THE SOUTH** : C.S. Road  
**ON THE WEST** : E.P. - 187



**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(LANDOWNERS' ALLOCATION)**

The entire second floor of to be constructed building, on the land described in the first schedule above will be the allocation of the landowners only which consisting of :-

- 1) One self-sufficient residential Flat comprised of 3 Bed Rooms, 1 Living / Dining, 2 Toilets and 1 Kitchen flat in the South West side of the 2<sup>nd</sup> floor;
- 2) One self-sufficient residential Flat comprised of 2 Bed Rooms, 1 Living / Dining, 2 Toilets and 1 Kitchen flat in the North East side (Back side) of the 2<sup>nd</sup> Floor;
- 3) One self-sufficient residential Flat comprised of 2 Bed Rooms, 1 Living / Dining, 2 Toilets and 1 Kitchen flat area in the South East side (Front side) of the 2<sup>nd</sup> Floor;
- 4) One self-sufficient residential Flat comprised of 1 Bed Room, 1 Living / Dining, 1 Toilet and 1 Kitchen measuring 390 sq.ft. in the North West side of the 3<sup>rd</sup> floor along with three car parking spaces measuring more or less 100 sq. ft. each, two in the South West portion (Front side) and another one in the South West portions (Back side) of the ground floor of the multistoried building proposed to be constructed on the land more particularly

described in the First Schedule hereinabove together with undivided proportionate share of the land as described in the first schedule hereinabove and in the common areas and facilities as described in the SEVENTH SCHEDULE herein below.

Apart from the above, the landowner nos. 1, 2 and 3 are paid with Rs. 43,00,000/- (Rupees Forty three Lacs) vide Demand Draft No. 146770 dated 11-08-2022 Panjab & Sind Bank, Bansdrani Branch, Kolkata 700047 only as non-refundable by the developer at the time of execution of this agreement and each of them hereby admits and acknowledges and grants the valid receipt thereof. It may be mentioned here that the landowner no. 1 has received the entire Rs. 43,00,000/- from the developer herein on behalf of all the landowners as per the memo of consideration set out below.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(DEVELOPER'S ALLOCATION)**

ALL THAT shall mean and include all the remaining built up area inclusive of flats and car parking spaces save and except the land owner's allocation as stated above as per the sanctioned building plan for the new building or buildings proposed to be constructed on the land more fully described in the First schedule hereinabove together with the undivided proportionate share of land as described in the First schedule

above and proportionate interest in the common areas and facilities as described in the seventh schedule hereinbelow.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATIONS OF CONSTRUCTION)**

**1. Foundation & Structures:**

- a) R.C.C. framed structure on concrete piles all the materials are to be best of quality and the steel should be from the Company of ISI brand.

**2. Walls:**

- a) Plaster of Paris in the interior of the walls and ceilings.
- b) Attractive external finish with best quality cement paint like Weather Coat with Silicon.

**3. Doors :-** Main door should be of wooden/steel/ Flush Door.

- a) Aluminium sliding windows with large glass panes (French window if required).
- b) Door frames of Sal wood.
- c) Solid core commercial hot pressed phenol bounded Flush doors with accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. of ISI mark.



**4. Flooring:-**

Flooring marbel finish and should be 2' x 2' sq

**5. Kitchen – Floor should be marbel Finish.**

- a) Coloured designed ceramic tiles up to height of 30 inch.
- b) Kitchen working table counter top with granite to be used.
- c) Provision for exhaust fan.

**6. Bathrooms:-**

- a) Coloured/designed ceramic tiles up to height of upper level of window (minimum 7")
- b) Concealed plumbing system using standard make pipes and fittings of ISI mark.
- c) White sanitary ware of ISI mark with C.P. Fittings, bathroom sanitary ware from global reputed co and use taps and shower fitting should from reputed global brand.
- d) Provision for exhaust fan.

**7. Lift – Lift for all co-owner and should be of global reputed Company.**

**8. Electrical:-**

- a) PVC conduit pipes with copper wiring
  - b) 15 & 5 Amp. Points one each in living room, bedrooms, bathrooms and kitchen, T.V connection should be in all bedroom and dining rooms.
  - c) M.C.B & E.L.C.B make of reputed Co. to be installed in all flats, floors of Blocks.
- 9.** Intercom facilities to be installed and to be interconnected to all the flats and security office.
- 10.** The Following Electrical system to be installed of the Building and the vacant area of the project:
- a) Electrical Calling Bell point at entrance of residential flats.
  - b) T.V. point in living room.
  - c) Common lighting, street lighting to be of electrical
- 11. Special Features:-**
- a) Deep Tube-well/K.M.C (Water) and overhead tank will be provided.
  - b) Roof treatment for water proofing on the Roof and heat reflecting tiles to be fitted.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EASEMENT)**

1. The clear un-interrupted right of access in common with the Landowners and/or other occupiers of the said building at all times and for all purpose connected with the use and enjoyment of the staircase, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises roof, terrace, the passage leading to the building and staircase save and except the car parking spaces in the passage, lift.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat/unit over and along with the drive way and pathway comprised in the said building.
3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
4. The right to passage in common as aforesaid electricity and soil from and to the said flat/unit throughout pipes, drains wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repairing or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

1. The expenses for maintenance, operating white washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings deep tubewell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.
2. Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON AREAS AND AMENITIES, FACILITIES)**

1. Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.
2. Staircase on all the floors.
3. Staircase Landings and lift landings on all floors.
4. Lift well
5. Lift plant installation.

6. Lift room.
7. Water pump, water tank, water pipes and other common plumbing installations.
8. Electrical substation, electrical, wiring, meter room, and fittings.
9. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s).
10. Drainage, sewers and pipes from the building to the K.M.C. drainage.
11. Pump (Submercel).
12. Boundary walls and main gates.
13. Ventilation duct.
14. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

**AND WHEREAS**, in order to develop the said landed property mentioned in the First Schedule herein above in terms of the instant Agreement the

WE, the LANDOWNERS/FIRST PART herein as PRINCIPALS do also hereby appoint the DEVELOPER/SECOND PART herein as our lawful constituted Attorney or agent and execute this Power of Attorney in favour of the said DEVELOPER/SECOND PART above mentioned to do and execute the following acts deeds and things for and on our behalf.

1. To hold and defend possession of the said premises and every part thereof and to receive and/or deliver possession thereof from and/or to any person or persons occupying the same or desirous of purchasing the same and also to manage, maintain and administer the said premises every part thereof for and on our behalf.
2. To demand, recover and receive consideration, premium and/or rents, meane profits license fees, damages, electricity charges, service corporation Taxes and Rates and all other sums or moneys receivable in respect of the said premises or any part thereof or any share or shares therein from the occupants/licensees/purchasers of the said premises and to make all just and reasonable allowance in respect thereof and to take all necessary steps whether by action, distress or otherwise to recover any sum of money in arrears in respect of the said premises from all or any one or more of the occupants/licensees purchasers of the said premises or any portion or portions thereof and to raise bills and grant valid receipt

and discharge therefore without making us liable which shall fully exonerate the persons paying such money.

3. To pay all rents and taxes, charges, expenses and other out goings whatsoever payable for or an account of the said premises or any portion thereof or any undivided share or shares therein and to insure any building thereon against loss or damages by fire and/or other risks as be deemed necessary and/or desirable by our said Attorney and to pay all premium for such insurance and to make soil testing of our said premises.
4. To sign and give any notice to any occupier of the said premises or trespassers or any portion thereof to quit or to repair or to abate any nuisance or to make remedy and breach of covenant and/or for any other purpose whatsoever.
5. To enter upon the said premises and every part thereof as be desired to inspect the state or repairs thereof and to require any occupier/Licensees/purchaser as a result of such inspection to remedy such repair.
6. To enforce any covenant in any Agreement, sale Deed in respect of Developer's allocation (except Landowner's allocation), Declaration and/or License or Tenancy Agreement or any other document relating to the said premises or any part thereof and if any right to

re-entry arises in any manner under each covenants or under Notice to quit then to exercise such rights, amongst others.

7. To warn off and prohibit and if necessary proceed against in form of law against all trespassers on the said premises or part thereof for taking possession and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and to enter into all contracts of arrangement with the trespassers.
8. To appoint and terminate the appointment of Architect and to get prepared plans for demolition, construction and/or re-construction of and/or additions and/or alteration to any new or existing Building or Buildings or structures on the said premises or any portion or portions thereof.
9. To make sign and verify all applications or objections to appropriate authorities for all and any License permission or consent etc. required by law in connection with management of the said property.
10. To effect mutation or separation of holding in or premises in the Revenue Settlement Offices or Competent Authorities and Kolkata Municipal Corporation to sign all applications or objections and to swear Affidavits relating to the same or for any other purpose in our names and on our behalf.



11. To appear for and represent us before the Board of Revenue, Collector of any District, Sub-Divisional Officer, any Magistrate, Judge, BL & LRO, Kolkata Municipal Corporation, Improvement Trust, C.M.D.A. Fire Brigade, Commissions of any Division on all matters and things relating to our said premises or its affairs.
12. To appear before and execute all formalities to submit plan, before the Kolkata Municipal Corporation by putting signature for and on our behalf.
13. To pay fees, obtain sanction for principal plan and/or allocation and modification of plan and to take delivery of the same and such other orders and permissions from the necessary authorities including the Kolkata Municipal Corporation as be expedient for sanctioning and/or modification and/or alterations of plans and also to submit and take delivery of title deeds concerning the said premises documents as be required by the necessary authorities.
14. To build upon and exploit commercially the said premises by making construction of building or buildings thereon and for that purpose to demolish structure of whatsoever nature existing thereon.

15. To appoint any Contractor/Sub-Contractor for construction work or building thereon and to cancel their appointment and to engage new contractor at his own discretion for and on our behalf.
16. To apply for an obtain such certificate, permissions and clearance including certificate and/or permissions from Govt of West Bengal Housing Department or under the Income Tax Act or other law relating to Revenue and/or Land and/or Building both Urban and Rural as may be required for execution and/or Registration in respect of only Developer allocation of any Sale Deed (Except Landowner's allocation), lease deed, mortgage deed or other documents of transfer in compliance with the terms of the Development Agreement coupled hereinbefore concerning our said premises and also to appear before and sign and submit all papers and submit all papers and documents and make representations to the necessary authorities for getting such certificate and/or permissions.
17. To negotiate on terms for and to agree and to sell the space/spaces with flats and proportionate share of land to be lying or situate with common spaces and car parking space/spaces/shops etc in the premises in respect of the developer's allocation at to any

Purchaser or purchasers such price which the said Attorney in his absolute discretion think proper.

18. To collect the maintenance charges, service charges or whatsoever charges from the intending Purchaser or Purchasers as he thinks fit.
19. To agree upon and to enter into any Agreement or Agreement with any party, Firm or Company for sale or sales of space of spaces with super structures or flats in respect of developers allocation with proportionate share of land and/or cancel and repudiate the same with the intending purchaser or purchasers in compliance with the terms of the Development Agreement coupled herewith.
20. To receive from the intending purchaser or purchasers any booking money and/or earnest money or advance or progressive advances and also the balance of the purchase money and to give good valid receipts for the same which will protect the interest of purchaser or purchasers.
21. Upon such receipt as aforesaid to sign and to execute any deed of Conveyance or Conveyances for the selling the flat/flats and/or space with super structures and/or shops and/or Car parking space/spaces in respect of the developer's allocation in the building/buildings proposed to be constructed on the said

premises with proportionate share of land in favour of any intending purchaser or purchasers or their nominee or nominees for and on our behalf and our said Attorney may also join as vendor in the said deed of conveyance or conveyances of the proposed sale if the said Attorney receives and acknowledges any advance and/or booking money and/or earnest money and/or full consideration money from the intending purchaser or purchasers.

- 22.** To sign and execute all other deeds, instruments and assurance which he shall consider necessary and to enter into and/or agree to such covenant and condition as may be required for fully and effectually conveying the said proportionate share of land, flat/flats shops, Car parking spaces in respect of developers allocation in the building or buildings proposed to be constructed on the said premises.
- 23.** To prepare sign, execute, submit, enter into, modify, cancel, alter, draw in respect of Developer's allocation for registration and admit registration of all papers, documents deeds, contractors, agreement, tenancy Agreement, Surrender Deed, Cancellation Deed, Nomination Deed, Rectification Deed, Declaration, Affidavit applications consent and other documents as may in any way be required to be so done for or in connection with all or any of the

powers herein contained including sale, assignment, tenancies and/or lease and license, permissions of the said premises and every or any part thereof and the termination of all contracts rights or occupancy user and/or enjoyment by any person or persons whatsoever and also in connection with observing fulfilling and performing all the terms, conditions and covenants on our part to be observed fulfilled and performed under the terms of Development Agreement coupled herewith.

- 24.** To take loan from any bank or financial institution by mortgaging only Developer's allocation.
- 25.** To commence, prosecute enforce, defend answer or oppose all actions and legal proceedings and demand touching any of the matters aforesaid or any other matter relating to the said Premises in which we are now or may hereafter be interested or connected and also to give evidence and compromise or refer to Arbitration, abandon any claim in any such action or proceedings as aforesaid before any Court of Civil or Criminal or Revenue including the Rent Controller, District Court and small causes Court.
- 26.** To appear and represent before any court including Hon'ble High Court and also Tribunals for and on our behalf and to appoint and engage Advocate for instituting or defending any suit or

proceedings in court of law and to sign all plaints, applications, petitions written statements etc, and to affirm any affidavit on our behalf and in doing it, may appoint Lawyer, advocate and to pay fees and charges and sign the Vakalatnama for and on our behalf.

- 27.** To receive any payment and/or deposit all monies including the court Fee, Stamp Duty, Rectification Fees, receive refunds and in receive and grant, valid, receipts and discharge in respect thereof.
- 28.** For the better and more effectually executing the powers or authorities aforesaid to retain and employ Solicitors, Architects Mukhters and/or debt collecting or other agents.
- 29.** To institute conduct and defend all proceedings for acquisition and/or requisition in respect of the said premises or any part thereof and to receive compensation payable in respect thereof and also to grant, valid, receipts and discharges thereof.
- 30.** To appear and represent us before all authorities make commitments and give undertakings as be required for all or any of the purpose herein contained.
- 31.** To appear before the Kolkata Municipal Corporation and/or other Authorities regarding the Tax Assessment or in any other way

relating to the said Premises or any portion thereof or any undivided share or shares therein.

- 32.** To observe, fulfill and perform all the terms, conditions and obligations on our part to be observed fulfilled and performed under the said Development Agreement and to exercise all our rights therein.
- 33.** This Power of Attorney is related and collateral covenants of Development Agreement coupled herewith in respect of Scheduled Property between the Landowners/Principals, the Developer/ Attorney and the Associate Developer if any.
- 34.** The Power of conferred hereby to the Attorney is in terms of the Development Agreement coupled herewith under the provision of Section 202 of the Indian Contract Act and shall remain restricted only for the Development of the said Property mentioned in schedule hereunder and construction of the proposed building and Agreement for sale and sale deeds in respect of the said premises.

AND GENERALLY to do all acts, deeds and things concerning the said premises or in any part thereof and for better exercise of the authorities herein contained which WE could have lawfully done under our own hands and seals, if personally present.

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

**SIGNED, SEALED & DELIVERED BY**

**The parties at Calcutta in presence of:-**

1. Doloy Dutta  
199 - Bidhan Pally  
P. S - Garia Kol - 84

Alka Sarkar

— Sri. B. B. Saha  
Rudra Saha

2. Mohana Sarkar  
182, Bidhan Pally  
P.O - Garia, Kol - 84

**Signature of the Land Owners/  
First Part/Principal**

Topika Bhattacharya

**Signature of the Developer/  
Second Part/Attorney**

**Drafted by:-**

Doma Chakraborty  
WB 26/8/99

**Typed by:**  
(Bhabataran Debnath)  
Baruipur Civil Court  
Baruipur, Kol- 700144



**MEMO**

**RECEIVED** a sum of **Rs. 43,00,000/- (Rupees Forty three Lacs)** by Demand Draft No. 146770 dated 11-08-2022 of Punjab & Sind Bank, Bansdroni Branch, Kolkata 700047 as non-refundable from the Developer

**SIGNED, SEALED & DELIVERED BY**

**The parties at Calcutta in presence of:-**

1. Doly Dutta

Abin Sarkar

Arjun Sarkar  
Pranab Sarkar

2. Mohana Sarkar

**Signature of the Land Owners/  
First Part/Principal**

**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Abhinav Salkar*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*Sibin Sankar*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*Purna Dipsankar*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*Tapank Bhadani*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



ভারতীয় বিশিষ্ট পরিচয় প্রাপ্তিকরণ  
**ভারত সরকার**  
 Unique Identification Authority of India  
**Government of India**

ভালিকাঙ্কির আই ডি/Enrollment No.: 1040/19759/02466

To  
 প্রদীপ সরকার  
 PRADIP SARKAR  
 182 BIDHANPALLY  
 Kolkata  
 Garia South Twenty Four Parganas  
 West Bengal 700084



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**9288 2639 2875**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
 GOVERNMENT OF INDIA



প্রদীপ সরকার  
 PRADIP SARKAR  
 পিতা : বাসুদেব সরকার  
 Father : BASUDEB SARKAR  
 জন্ম তারিখ / Year of Birth : 1975  
 পুরুষ / Male



**9288 2639 2875**

আধার - সাধারণ মানুষের অধিকার

*Pradip Sarkar*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
PCDPS4633H



नाम / Name  
PRADIP SARKAR

पिता का नाम / Father's Name  
BASUDEB SARKAR

जन्म की तिथि /  
Date of Birth  
01/01/1978

*Pradip Sarkar*  
Signature

05012002

Pradip Sarkar



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ASHUTOSH SARKAR  
JOGESH CHANDRA SARKAR  
01/01/1960

Permanent Account Number

DKHPS7764F

*Ashu Sarkar*

Signature



*Ashu Sarkar*



ভারত সরকার  
Unique Identification Authority of India  
Government of India

ডাটাকার্ডের আই ডি/Enrollment No.: 1040/19759/02465

To  
শিবু সরকার  
SHIBU SARKAR  
182 BIDHANPALLY  
Kolkata  
Garia South Twenty Four Parganas  
West Bengal 700064

9307962



MN185876924DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**9344 0748 9642**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
GOVERNMENT OF INDIA



শিবু সরকার  
SHIBU SARKAR  
পিতা : যোগেশ চন্দ্র সরকার  
Father : JOGESH CHANDRA SARKAR  
জন্ম সাল / Year of Birth : 1968  
পুরুষ / Male



**9344 0748 9642**

আধার - সাধারণ মানুষের অধিকার

*Shibu Sarkar*



ভারতীয় বিখ্যাত মন্ত্রিত্ব স্বাতন্ত্র্য

ভারত সরকার

Unique Identification Authority of India

Government of India

ভাঙ্গিকার আই ডি/Enrollment No.: 1040/19624/24459

To  
তাপস ভাদুরী  
Taposh Bhaduri  
74 BIDHANPALLY  
GARIA, Sirampur  
Garia, South Twenty Four Parganas  
West Bengal 700864

05339070



MN185899704DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**7285 3965 6780**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
GOVERNMENT OF INDIA



তাপস ভাদুরী  
Taposh Bhaduri  
পিতা : অমরেশ ভাদুরী  
Father : AMARESH BHADURI  
জন্ম বর্ষ / Year of Birth : 1968  
বৃত্ত / Male

**7285 3965 6780**



আধার - সাধারণ মানুষের অধিকার

*Taposh Bhaduri*



ভারত সরকার

भारत सरकार

Unique Identification Authority of India

Government of India

ভপিকাঙ্কনের আই ডি/Enrollment No.: 1040/19759/02460

To  
আশু সরকার  
ASHU SARKAR  
162 BIDHANPALLY  
Kolkata  
Garia South Twenty Four Perganas  
West Bengal 700084

197595



MN185798158DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**8943 0266 0917**

আধার - সাধারণ মানুষের অধিকার



भारत सरकार  
GOVERNMENT OF INDIA



আশু সরকার  
ASHU SARKAR  
পিতা : যোগেশ চন্দ্র সরকার  
Father : JOGESH CHANDRA SARKAR  
জন্ম বর্ষ / Year of Birth : 1960  
পুরুষ / Male



**8943 0266 0917**

আধার - সাধারণ মানুষের অধিকার

Ashu Sarkar



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

TAPASH BHADURI  
AMARESH CHANDRA BHADURI

01/01/1968  
PAN/Permanent Account Number

AJWPB4316R

*Tapash Bhaduri*  
Signature



*Tapash Bhaduri*

*In case this card is lost / found, kindly inform / return to :*  
Income Tax PAN Services Unit, UTITSL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

यदि कार्ड खो जाने पर कृपया सूचित करें/मौजूदगी :  
आयकर पैन सेवा यूनिट - UTITSL  
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,  
नवी मुंबई - 400 614.

*Tapash Bhaduri*



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

GRN Details

GRN: 192022230097738411 Payment Mode: Online Payment  
GRN Date: 13/08/2022 18:15:22 Bank/Gateway: ICICI Bank  
BRN : 85873429 BRN Date: 13/08/2022 18:16:25  
Payment Status: Successful Payment Ref. No: 2002460415/2/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: TAPASH BHADURI  
Address: 74 BIDHAN PALLY KOLKATA - 700084  
Mobile: 8335047751  
Depositor Status: Others  
Query No: 2002460415  
Applicant's Name: Mr Soma Chakraborty  
Identification No: 2002460415/2/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002460415/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	10051
2	2002460415/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	43014
			<b>Total</b>	<b>53065</b>

IN WORDS: FIFTY THREE THOUSAND SIXTY FIVE ONLY.

### Major Information of the Deed

Deed No :	I-1603-12772/2022	Date of Registration	17/08/2022
Query No / Year	1603-2002460415/2022	Office where deed is registered	
Query Date	13/08/2022 2:59:14 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Soma Chakraborty Baruipur Civil Court, Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700144, Mobile No. : 9749330959, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 2/-], [4311] Other than Immovable Property, Receipt [Rs : 43,00,000/-]		
Set Forth value	Market Value		
Rs. 43,00,000/-	Rs. 81,87,749/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,151/- (Article:48(g))	Rs. 43,046/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :



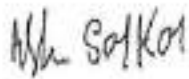


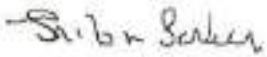


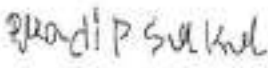
District: South 24-Parganas, P.S:- Bansdrori, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bidhan Pally, , Premises No: 122, , Ward No: 111 JI No: 49, Pin Code : 700064

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	4 Katha 15 Chatak	42,00,000/-	79,98,749/-	Property is on Road
<b>Grand Total :</b>				<b>8.1469Dec</b>	<b>42,00,000 /-</b>	<b>79,98,749 /-</b>	




#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	700 Sq Ft.	1,00,000/-	1,89,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 700 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>700 sq ft</b>	<b>1,00,000 /-</b>	<b>1,89,000 /-</b>	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri ASHUTOSH SARKAR,</b> <b>(Alias: Shri ASHU SARKAR)</b> Son of Late JOGESH CHANDRA SARKAR Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office			
	17/08/2022	17/08/2022	17/08/2022	
182 , BIDHAN PALLY, City:- Not Specified, P.O:- GARIA, P.S:-Bansdrani, District:-South24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: DKxxxxxx4F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office				
2	<b>Name</b> <b>Shri SHIBU SARKAR</b> Son of Late JOGESH CHANDRA SARKAR Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office			
	17/08/2022	17/08/2022	17/08/2022	
182 , BIDHAN PALLY, City:- Not Specified, P.O:- GARIA, P.S:-Bansdrani, District:-South24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: DExxxxxx4N,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office				
3	<b>Name</b> <b>Shri PRADIP SARKAR</b> Son of Late BASUDEB SARKAR Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office			
	17/08/2022	17/08/2022	17/08/2022	
182 , BIDHAN PALLY, City:- Not Specified, P.O:- GARIA, P.S:-Bansdrani, District:-South24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: PCxxxxxx3H,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri TAPASH BHADURI (Presentant)</b> Son of Late AMARESH BHADURI Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office			
		17/08/2022	LTI 17/08/2022	17/08/2022
Son of Late AMARESH BHADURI 74, BIDHAN PALLY, City:- Not Specified, P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx6R, Aadhaar No: 72xxxxxxxx6780, Status :Individual, Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri DEBA MAZUMDER</b> Son of Late SANTOSH MAZUMDER 159, GARIA STATION ROAD, City:- , P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084			
	17/08/2022	17/08/2022	17/08/2022
Identifier Of Shri ASHUTOSH SARKAR, Shri SHIBU SARKAR, Shri PRADIP SARKAR, Shri TAPASH BHADURI			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri ASHUTOSH SARKAR	Shri TAPASH BHADURI-2.71563 Dec
2	Shri SHIBU SARKAR	Shri TAPASH BHADURI-2.71563 Dec
3	Shri PRADIP SARKAR	Shri TAPASH BHADURI-2.71563 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Shri ASHUTOSH SARKAR	Shri TAPASH BHADURI-233.33333300 Sq Ft
2	Shri SHIBU SARKAR	Shri TAPASH BHADURI-233.33333300 Sq Ft
3	Shri PRADIP SARKAR	Shri TAPASH BHADURI-233.33333300 Sq Ft

On 17-08-2022

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

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

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

Presented for registration at 12:56 hrs on 17-08-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri TAPASH BHADURI, 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 81,87,749/-

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

Execution is admitted on 17/08/2022 by 1. Shri ASHUTOSH SARKAR, Alias Shri ASHU SARKAR, Son of Late JOGESH CHANDRA SARKAR, 182, BIDHAN PALLY, P.O: GARIA, Thana: Bansdrani, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service, 2. Shri SHIBU SARKAR, Son of Late JOGESH CHANDRA SARKAR, 182, BIDHAN PALLY, P.O: GARIA, Thana: Bansdrani, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service, 3. Shri PRADIP SARKAR, Son of Late BASUDEB SARKAR, 182, BIDHAN PALLY, P.O: GARIA, Thana: Bansdrani, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 4. Shri TAPASH BHADURI, Son of Late AMARESH BHADURI, 74, BIDHAN PALLY, P.O: GARIA, Thana: Bansdrani, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Identified by Shri DEBA MAZUMDER, , Son of Late SANTOSH MAZUMDER, 159, GARIA STATION ROAD, P.O: GARIA, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 43,046/- ( B = Rs 43,000/-, E = Rs 14/-, H = Rs 28/-, M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 43,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/08/2022 6:16PM with Govt. Ref. No: 192022230097738411 on 13-08-2022, Amount Rs: 43,014/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 85873429 on 13-08-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,051/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 10,051/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 796787, Amount: Rs.100/-, Date of Purchase: 21/06/2022, Vendor name: T K Purakayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/08/2022 6:16PM with Govt. Ref. No: 192022230097738411 on 13-08-2022, Amount Rs: 10,051/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 85873429 on 13-08-2022, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 440731 to 440793

being No 160312772 for the year 2022.



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2022.08.17 18:22:23 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/08/17 06:22:23 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)