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पश्चिम बंगाल WEST BENGAL

AX 117207

Certified that the document is admitted to registration. The signature sheets and the endowment sheets attached with document are the part of this document.

[Signature]
District Sub-Registrar-V
Alipore, South 24 Parganas

01 AUG 2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the
1st day of August, in the year Two Thousand Twenty
Five (2025)

BETWEEN

Contd.....P/2

SRI HARADHAN SARKAR, (PAN - AITPS57297), (Aadhaar - 6709 6188 3696), son of Late Bejoy Gopal Sarkar, by faith - Hindu, by occupation - Retired from Service, by Nationality - Indian, residing at Kendriya Vihar - 2, Block - D6, Flat No. 202, 169, Badra Nath, Shaktigarh, Birati, Post Office - Birati, Police Station - Dum Dum, Kolkata - 700051, District North 24 - Parganas, hereinafter called and referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and/or assigns) of the **ONE PART**.

AND

M/S. TRANQUIL DEVELOPERS, (PAN - AAJFT5921E), a Partnership Firm, having its registered office at 28/117, Mukundapur, Subarna Vihar Apartment, Flat No. C2/2/1 & 2, Post Office - Kalikapur, Police Station - Purba Jadavpur, Kolkata - 700099, District South 24 - Parganas, represented by its **either or survivors** Partners namely (1) **SRI PARITOSH SHIL**, (PAN - AYWPS6938D) (Aadhaar - 4872 1218 3349), son of Late Parimal Chandra Shil and (2) **SMT. ARPITA SHIL**, (PAN - DGGPS7150N) (Aadhaar - 7603 4343 1416), wife of Sri Paritosh Shil, both by faith - Hindu, by occupation - Business, by

Nationality - Indian, both are residing at 28/117, Mukundapur, Subarna Vihar Apartment, Flat No. C2/2/1 & 2, Post Office - Kalikapur, Police Station - Furba Jadavpur, Kolkata - 700099, District South 24 Parganas, hereinafter called and referred as to the "DEVELOPERS" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and included its heirs, executors, successors-in-office, administrators, legal representatives and/or assigns) of the OTHER PART.

SUBJECT MATTER OF TITLE

WHEREAS

- a) Originally Lakshmi Karan Mondal (since deceased) was the recorded owner of the land measuring an area of 0.36 Acres more or less, lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi No. 12, Pargana - Khaspur, comprised in R.S. Dag No. 20, appertaining to R.S. Khatian No. 24, within the local limit of the then Khayadah II Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur, in the District 24 - Parganas now District South 24 - Parganas.

- b) After becoming the owner the said Lakshim Kanta Mondal (since deceased) was seized and possessed the aforesaid plot of land and recorded his name in the West Bengal Revisional Settlement.
- c) While having absolute seized and possessed the aforesaid plot of land, the said Lakshim Kanta Mondal died intestate leaving behind his legal heirs and successors namely (1) Sri Bibhuti Bhusan Mondal, (2) Sri Bipad Baran Mondal, (3) Sri Patit Paban Mondal, (4) Smt. Kamala Baran Mondal, (5) Sri Madhu Sadan Mondal and (6) Sri Madhab Chandra Mondal, who jointly inherited the aforesaid plot of land, by way of Hindu Succession Act, 1956.
- d) By way of inheritance the said (1) Sri Bibhuti Bhusan Mondal, (2) Sri Bipad Baran Mondal, (3) Sri Patit Paban Mondal, (4) Smt. Kamala Baran Mondal, (5) Sri Madhu Sadan Mondal and (6) Sri Madhab Chandra Mondal, became the absolute joint owners of ALL THAT piece and parcel of land measuring an area of 0.35 Acres more or less, lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi No. 12, Pargana - Khaspur, comprised in R.S. Dag No. 20, appertaining to R.S. Khatian No.

24, within the local limit of the then Khayadah II Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur, in the District 24 - Parganas now District South 24 - Parganas and enjoying all kinds of ejnali rights over the said plot of land, free from all sorts of encumbrances.

- e) While having seized and possessed the aforesaid plot of land, by the said (1) Sri Bibhuti Bhusan Mondal, (2) Sri Bipad Baran Mondal, (3) Sri Patit Paban Mondal, (4) Smt. Kamala Baran Mondal, (5) Sri Madhu Sadan Mondal and (6) Sri Madhab Chandra Mondal jointly by virtue of registered Deed of Conveyance dated 27th day of February, 1957 a'd, transferred and conveyed a plot of land measuring an area of 02 Cottahs, 04 Chittaks & 03 Square Feet more or less, including common passage with hereditament, easement etc., lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi No. 12, Pargana - Khaspur, comprised in R.S. Dag No. 20, appertaining to R.S. Khatian No. 24, within the local limit of the then Khayadah II Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur, in the District South 24 - Parganas in favour of Sadhan Biswas, which was duly registered in the office of the D.S.R. - IV, at Alipore and

recorded in Book No. I, Volume No. 18, Pages 265 to 273, Being Deed No. 590, for the year 1997.

- f) By way of aforesaid purchased the said Sadhan Biswas became the absolute sole owner of A.L. THAT piece and parcel of land measuring an area of 02 Cottahs, 04 Chittacks & 03 Square Feet more or less, including common passage with hereditament, easement etc., lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi No. 12, Pargana - Khaspur, comprised in R.S. Dag No. 20, appertaining to R.S. Khatian No. 24, within the local limit of the then Khayadah II Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur, in the District South 24 - Parganas and enjoy the absolute right, title, interest and possessed over the said plot of land, free from all sorts of encumbrances, liens, charges etc.
- g) Due to some unavoidable circumstance the said Sadhan Biswas by virtue of registered Deed of Sale dated 3rd day of April, 2006 sold, transferred and conveyed the aforesaid land measuring an area of 02 Cottahs, 04 Chittacks & 03 Square Feet more or less, being Plot No. APA - 29, including common passage with

hereditament, easement etc., lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi No. 12, Pargana - Khaspur, comprised in R.S. Dag No. 20, appertaining to R.S. Khatian No. 24, within the local limit of the then Khayadah II Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur, in the District South 24 - Parganas, unto and in favour of Sri Haradhan Sarkar, which was duly registered in the office of the D.S.R. - IV, at Alipore and recorded in Book No. 1, Volume No. 27, Pages 2431 to 2442, Being No. 3202, for the year 2006 for the valuable consideration mentioned therein.

- h) By virtue of aforesaid Sale Deed the said Sri Haradhan Sarkar, became the absolute sole Owner of ALL THAT piece and parcel of land measuring an area of 02 Cottahs, 04 Chittacks & 03 Square Feet more or less, being Plot No. APA - 29, including common passage with hereditament, easement etc., lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi No. 12, Pargana - Khaspur, comprised in R.S. Dag No. 20, appertaining to R.S. Khatian No. 24, within the local limit of the then Khayadah II Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur, within the

jurisdiction of District Sub-Registrar at Alipore and A.D.S.R. at Sonarpur, in the District South 24 - Parganas and enjoying the absolute right, title, interest and possessed over the said plot of land, free from all sorts of encumbrances, liens, charges etc.

WHEREAS

- a) One Jatindra Nath Mondal (since deceased) was the absolute owner and well sufficiently entitled having absolute seized and possessed of landed property, lying and situated at Mouza - Mukundapur, J.L. No. 4, Touzi No. 159, R.S. Nos. 12 and 25, under Kheyadah Gram Panchayat now the Rajpur Sonarpur Municipality, and was recorded as Part Khatian No. 103 from Khatian No. 53 and was recorded and was finally published in the name of said Jatindra Nath Mondal.
- b) The said Jatindra Nath Mondal having sufficiently sized and possessed the said property and during his life time he made a Deed of Settlement in favour of his two sons namely (1) Sri Sailendra Nath Mondal and (2) Sri Biseswar Mondal in the year 1963 and the said Deed of Settlement was Registered in the office of Alipore Sub-Registrar and was recorded in Book No. 1, Volume No. 44, Pages 256 to 260 being Deed No. 1283 in the

year 1963 of land measuring an area of 04 cottahs, 05 Chittack and 40 Square Feet, under Khatian No. 103, Dag No. 17 along with his other properties.

- c) After the death of said Jatindra Nath Mondal, his two sons namely (1) Sri Sailendra Nath Mondal and (2) Sri Biseswar Mondal became the absolute owner of the land measuring an area of 04 Cottahs, 05 Chittack and 40 Square Feet more or less, by way of the said Deed of Settlement.
- d) The said Sri Sailendra Nath Mondal and (2) Sri Biseswar Mondal seized and possessed physical possession of the said land measuring an area of 04 Cottahs, 05 Chittack and 40 Square Feet more or less and paid rent and taxes accordingly.
- e) The said Sri Sailendra Nath Mondal and Sri Biseswar Mondal while became the absolute owners and physical possessors of the aforesaid land sold their right, title, claim and interest of the said land measuring an area of 04 Cottahs, 05 Chittack and 40 Square Feet more or less, including common passage with heretiments, easements etc. to one Sri Shyamal Mitra son of Late Suresh Chandra Mitra, by virtue of Registered Deed of

Conveyance in the year 1994 which was Registered in the Office of District Registrar, Alipore and was recorded in Book No. 1, Volume No. 80, Pages 482 to 483 being Deed No. 4253 in the year 1994 for a consideration mentioned therein.

- f) The said Shyamal Mitra while became the sole and absolute owner and physical possessor of the aforesaid land being land measuring an area of 04 Cottahs, 05 Chittack and 40 Square Feet more or less (land measuring an area of 02 Cottahs, 04 Chittack and 03 Square Feet more or less was marked as Plot No. APA 2) and land measuring an area of 02 Cottahs, 01 Chittack and 37 Square Feet more or less was marked as Plot No. APA 3), including common passage with hereditaments, tenements and easements etc. lying at Mouza - Mukundapur, Dag No. 17, Khatian No. 103, J.L. No. 4, under Kheyadah Gram Panchayat now Rajpur Sonarpur Municipality enjoying the right of the said land.
- g) The said Shyamal Mitra while became the sole and absolute owner of the aforesaid land measuring an area of 04 Cottahs, 05 Chittack and 40 Square Feet more or less (land measuring an area of 02 Cottahs, 04 Chittack and 03 Square Feet more or less

was marked as Plot No. APA 30 and land measuring an area of 02 Cottahs, 01 Chittack and 37 Square Feet more or less was marked as Plot No. APA 3), sold land measuring an area of 02 Cottahs, 04 Chittack and 03 Square Feet more or less, out of his total land of 04 Cottahs, 05 Chittack and 40 Square Feet to Sri Jadabendra Dutta through the Deed of Conveyance dated 04.03.2002 Registered in the Office of District Sub- Registrar - IV at Alipore, District South 24-Parganas in Book No. I, Volume No. 25, Pages 327 to 336, being Deed No. 1107 in the year 2002 for a consideration mentioned therein.

- h) By way of aforesaid purchased the said Sri Jadabendra Dutta, became the absolute sole owner of ALL THAT piece and parcel of land measuring an area of land measuring an area of 02 Cottahs, 04 Chittack and 03 Square Feet more or less, being Plot No. APA 30, lying at Mouza - Mukundapur, Dag No. 17, Khatian No. 103, J.L. No. 4, under Kheyadah Gram Panchayat now Rajpur Sonarpur Municipality, under Police Station - Sonarpur, in the District South 24 - Parganas and enjoying the absolute right, title, interest and possessed over the said plot of land, free from all sorts of encumbrances, liens, charges etc.

- i) Due to some unavoidable circumstance the said Sri Jadabendra Dutta, by virtue of registered Deed of Sale dated 3rd day of April, 2006 sold, transferred and conveyed the said land measuring an area of 02 Cottahs, 04 Chittack and 03 Square Feet more or less, being Plot No. APA 30, lying at Mouza - Mukundapur, Dag No. 17, Khatian No. 103, J.L. No. 4, within the local limits of the then Kheyadah Gram Panchayat now Rajpur Sonarpur Municipality, under Police Station - Sonarpur, in the District South 24 - Parganas, unto and in favour of Sri Haradhan Sarkar, which was duly registered in the office of the D.S.R. - IV, at Alipore and recorded in Book No. I, Volume No. 27, Pages 2495 to 2503, Being No. 3205, for the year 2006 for the valuable consideration mentioned therein.
- j) By virtue of aforesaid Sale Deed the said Sri Haradhan Sarkar, became the absolute sole Owner of ALL THAT piece and parcel of land measuring an area of 02 Cottahs, 04 Chittack and 03 Square Feet more or less, being Plot No. APA 30, lying at Mouza - Mukundapur, Dag No. 17, Khatian No. 103, J.L. No. 4, within the local limits of the then Kheyadah Gram Panchayat now Rajpur Sonarpur Municipality, under Police Station - Sonarpur, within the jurisdiction of District Sub-Registrar at Alipore and

A.D.S.R. at Sonarpur, in the District South 24 - Parganas and enjoying the absolute right, title, interest and possessed over the said plot of land, free from all sorts of encumbrances, liens, charges, attachment etc.

AND WHEREAS by virtue of two separate Deed of Sale the said Sri Haradhan Sarkar, became the absolute sole Owner of ALL THAT piece and parcel of total land measuring an area of 04 Cottahs, 08 Chittacks and 06 Square Feet more or less, being Plot Nos. APA - 29 and APA - 30 respectively, lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi No. 12, Pargana - Khaspur, comprised in R.S. Dag Nos. 20 & 17, appertaining to R.S. Khatian Nos. 24 & 103, including common passage with hereditament, easement etc., within the local limit of the then Khayadah Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur, within the jurisdiction of District Sub-Registrar at Alipore and A.D.S.R. at Sonarpur, in the District South 24 - Parganas, hereinafter for the sake of brevity referred to as the "**said Property**" and enjoying the absolute right, title, interest and possessed over the said property, free from all sorts of encumbrances, liens, charges, attachment, liabilities etc.

AND WHEREAS while enjoying the aforesaid property, the said Sri Haradhan Sarkar recorded his name in the B.L. & L.R.O. in respect of the aforesaid property, accordingly the said concerned authority have recorded his name in the Record, under P.R. Khatian No. 227, under R.S. & L.R. Lag Nos. 21 & 103 and his name was published.

AND WHEREAS with a view to better enjoyment and occupation the said Sri Haradhan Sarkar applied for mutated/amalgamated the said two plot of land, into single plot of land to the Rajpur Sonarpur Municipality, subsequently the said concerned authority have accepted the application of the said Sri Haradhan Sarkar and amalgamated the said plot of land into single plot of land measuring an area of 04 Cottahs, 08 Chittacks and 06 Square Feet more or less, Police Station - Sonarpur now Narendrapur, within the jurisdiction of District Sub-Registrar at Alipore and A.D.S.R. at Sonarpur, in the District South 24 - Parganas and paying the relevant rates and taxes to the concerned authority regularly.

AND WHEREAS thus the said Sri Haradhan Sarkar (the Land Owner herein) thereto became the absolute sole Owner of **ALL THAT** piece and parcel of Bastu land measuring an area of **04** Cottahs, **08** Chittacks and **06** Square Feet more or less, along with one brick wall asbestos shed structure measuring about 300 Square Feet, being Plot

Nos. APA - 29 and APA - 30 respectively, lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi No. 12, Pargana - Khaspur, comprised in R.S. & L.R. Dag Nos. 20 & 17, appertaining to R.S. Khatian Nos. 24 & 103, corresponding to L.R. Khatian No. 227, including common passage with hereditament, easement etc., within the local limit of the then Khayedah Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur now Narendrapur, within the jurisdiction of District Sub-Registrar at Alipore and A.D.S.R. at Sonarpur, in the District South 24 - Parganas, together with all easement right thereto and enjoying the absolute right, title and interest over the said property, without any kind of hindrance, objection, obstruction, lispendens, trusts, mortgage, claim and/or demand whatsoever or howsoever from any corner, more fully and particularly described in the FIRST SCHEDULE hereunder written, free from all sorts of encumbrances, liens, charges, attachment, liabilities etc.

AND WHEREAS the said Land Owner herein, being desirous to construct an Ownership Flat system building but having no such expertise for construction of any building and for that he had decided to develop his said property through a competent Developer, who has enough credential in the area of development, who have sufficient

Nos. APA - 29 and APA - 30 respectively, lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 21 & 25, Touzi No. 12, Pargana - Khaspur, comprised in R.O. & L.R. Dag Nos. 20 & 17, appertaining to R.S. Khatian Nos. 21 & 103, corresponding to L.R. Khatian No. 227, including common passage with hereditament, easement etc., within the local limit of the then Khayadan Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur now Narendrapur, within the jurisdiction of District Sub-Registrar at Alipore and A.D.S.R. at Sonarpur, in the District Souda 24 - Parganas, together with all easement right thereto and enjoying the absolute right, title and interest over the said property, without any kind of hindrance, objection, obstruction, liens, trusts, mortgage, claim and/or demand whatsoever or howsoever from any corner, more fully and particularly described in the FIRST SCHEDULE hereunder written, free from all sorts of encumbrances, liens, charges, attachment, liabilities etc.

AND WHEREAS the said Land Owner herein, being desirous to construct an Ownership Flat system building but having no such expertise for construction of any building and for that he had decided to develop his said property through a competent Developer, who has enough credential in the area of development, who have sufficient

resources to do so and coming to know the intention of the said Land Owner herein, the Developer herein have proposed to appoint them as Developer for such construction of the said proposed multi storied residential building. And the said Land Owner has authorized to the Developers namely **M/S. TRANQUIL DEVELOPERS**, a Partnership Firm, represented by its **either or survivors** Partners namely (1) **SRI PARITOSH SHIL**, son of Late Parimal Chandra Shil and (2) **SMT. ARPITA SHIL**, wife of Sri Paritosh Shil, as his Lawful Representative to construct the same as per residential sanction building plan from appropriate authority.

AND WHEREAS the said Land Owner, also declared hereby that the said property is free from all encumbrances, charges, liens, dispendents, claims demands, trust acquisition or requisition or whatsoever and have full marketable right, title and interest on the aforesaid land described in the **FIRST SCHEDULE** property and if any false statement given by the said Land Owner and the said Developers may suffer in any steps relating to the construction of proposed multi storied residential building on the said property, the Developers will bear all damages, compensations or any loss or whatsoever in connection to the Development of New Building.

AND WHEREAS the said Developers after having full discussion with the said Land Owner, regarding the terms and conditions upon which the Development of the said property can be undertaken, have agreed to develop the said property by construction of the proposed multi storied residential building, after obtaining the sanctioned plan from appropriate authority, lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 23, Taluk No. 12, Pargana - Khaspur, comprised in R.S. & L.R. Dag Nos. 20 & 17, appertaining to R.S. Khatian Nos. 24 & 103, corresponding to L.R. Khatian No. 227, within the local limit of the then Khayadah Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur now Narendrapur, within the jurisdiction of District Sub-Registrar at Alipore and A.D.S.R. at Sonarpur, in the District South 24 - Parganas, more fully and particularly described and mentioned in the FIRST SCHEDULE hereafter written.

AND WHEREAS upon consideration of the above referred proposal of the Land Owner and the Developers after being verifying all documents and papers relating to the subject had agreed to develop the aforesaid property subject to the terms and conditions under as amended up-to date.

AND WHEREAS the parties are desirous of recording the said terms and conditions and stipulation in writing such as to avoid future complication and/or litigation, if any.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE - I

COMMENCEMENT

THIS AGREEMENT shall be deemed to have commenced from 1st day of August, 2025 and made effective on and from the said date of signing or execution of this Agreement, as mentioned herein above and shall remain in force for period of **24 (Twenty Four)** months from the very day of registering of this Agreement and this building project shall have to be completed within this period of **24 (Twenty Four)** months. The total time as specified shall not be extended any further, under any circumstances whatsoever on the said property and shall positively deliver Owner's Allocation at first within the stipulated time as mentioned herein.

ARTICLE - II

DEFINITIONS

Unless in these presents there is something repugnant to or inconsistent with the subject or context -

- 1) **LAND OWNER:** shall mean and include **SRI HARADHAN SARKAR**, son of Late Bejoy Gopal Sarkar and include his heirs and legal representatives, executors administrators, assigns and/or transferees;

- 2) **DEVELOPERS:** shall mean and include **M/S. TRANQUIL DEVELOPERS**, a Partnership Firm, represented by its either or survivors Partners namely (1) **SRI PARITOSH SHIL**, son of Late Parimal Chandra Shil and (2) **SMT. ARPITA SHIL**, wife of Sri Paritosh Shil and include its successors-in-office, executors, administrators, heirs and legal representatives, transferees, nominees and/or assigns.
- 3) **LAND:** shall mean **ALL THAT** piece and parcel of Bastu land measuring an area of **04** Cottas, **03** Chittacks and **06** Square Feet more or less, along with one brick wall asbestos shed structure measuring about 300 Square Feet, being Plot Nos. **APA - 29** and **APA - 30** respectively, lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi No. 12, Pargana - Khaspur, comprised in R.S. & L.R. Dag Nos. 20 & 17, appertaining to R.S. Khatian Nos. 24 & 103, corresponding to L.R. Khatian No. 227, within the local limit of the then Khayadah Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur now Narendrapur, within the jurisdiction of District Sub-Registrar at Alipore and A.D.S.R. at Sonarpur, in the District South 24 - Parganas, more fully and particularly mentioned in the **FIRST SCHEDULE** hereunder written.
- 4) **PROPOSED BUILDING:** shall mean the multi storied residential building to be constructed upon the aforesaid property according to the material and construction specification mentioned and described in **FOURTH SCHEDULE** hereunder.

written and according to the sanctioned building plan to be prepared by the Architect/Engineer herein engaged by the said Developers and cost also borne by the said Developers.

- 5) **THE ARCHITECT:** shall mean and include such person or persons, having the requisite qualifications of Civil Engineering and Draftsmanship and to be appointed from time to time by the Developers for the purpose of designing of the proposed building at the cost of the Developers herein.
- 6) **COMMON FACILITIES AND AMENITIES:** shall mean and include corridors, ultimate roof, stair-ways, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and the same there-under as per the West Bengal Apartment Ownership Act, 1972 and its statutory modifications and/or reenactments thereof in force from time to time and Rules framed there-under or mutually agreed upon by the Owners' of Flat/s, described in the **FIFTH SCHEDULE** below.
- 7) **SALEABLE SPACE:** shall mean flats and other covered space in the proposed building available for independent use and occupation after making due provisions for common facilities and space required therefore.
- 8) **LAND OWNER AND DEVELOPERS:** the Land Owner and Developers shall include the Land Owner and the Developers

and also include their respective heirs, transferees/nominees and their respective liabilities and the Owner's liability for land, title and Developer's liability for total construction and all expenses for construction and for all Taxes and dues on land thereon.

- 9) **OWNER'S ALLOCATION:** shall mean the Land Owner herein will be entitled to get (i) Entire Second Floor, (ii) 50% of First Floor, at the North-East Portion, (iii) 50% of Fourth Floor (Top Floor), at the South-East Portion and (iv) Four Car Parking Space, on the Ground Floor, each measuring an area of 120 Square Feet more or less, i.e. One Car Parking Space, on the South East Side (7 No.), One Car Parking Space, on the East Facing (7 No.), One Car Parking Space, on the East Facing (8 No.) and One Car Parking Space, on the North Facing (9 No.) on the said property at the cost and expenses of the Developer's, together with undivided proportionate share of land, including the common facilities, areas and amenities as more fully and particularly set out in the SECOND SCHEDULE hereunder written. The Developers shall first handover the Owner's Allocation first then the said Developers shall sale and transfer the Developer's Allocated Portion to the intending buyers.

- 10) **DEVELOPER'S ALLOCATION:** shall mean the Developers will be entitled to get (i) Entire Third Floor, (ii) 50% of First Floor, at the South-East Portion, (iii) 50% of Fourth Floor (Top Floor), at the North-East Portion and (iv) Remaining Car Parking Space, on the Ground Floor (save and except the Owner's Allocation), of the proposed multi storied residential building,

including proportionate share in the common facilities and amenities on pro-rata basis with right to sale and transfer the Developer's Allocated portion to the intending buyer or buyers, after handover the Owner's Allocation at first to Land Owner more fully and particularly set out in the **THIRD SCHEDULE** hereunder written.

- 11) **SPECIFICATIONS & AMENITIES:** materials and specifications as its recommended by the Architect for the construction of the building amenities means all fittings as described in the specification and will be provided by the Developers in those flats, which includes Owner's Allocation under reserve portion. The Developers will be solely liable for structure stability of the building and will use superior quality of material for making the construction strong. Any types of taxes, levies and duties on the property to be borne by the Developers till completion of the proposed building.
- 12) **TIME:** shall mean the constructing shall be completed within **24 (Twenty Four)** Months from the sanction building plan of the proposed building on the said property. If the Developers unable to complete the proposed building within the above mentioned stipulated period in that event the said Developers shall pay a sum of Rs.10,000/- (Rupees Ten Thousand) per month as a consumption charges to the Land Owner till completion of the proposed building.
- 13) **COMMON EXPENSES:** shall mean and include all expenses to be incurred by unit owners' after getting their respective Share

Deeds registered and after obtaining possession of their respective units or flats for the purpose of management and maintenance of the said premises.

ARTICLE - III

OBJECT

OBJECT Behind this Agreement is to develop the subject property by the Developers, by constructing thereon new residential building with the owners and to distribute so constructed area amongst themselves in the ratio, as mentioned in the Owners' Allocation of share or space, (Article - II (9) and the Developer's Allocation of share or space (Article - II (10) in all such constructed area and in the process the Developers will bear all cost of construction of such new building and in exchange of Owners' Allocation of share or space (Article II (9) the Land Owner will transfer and convey ownership of the area of the Developer's Allocation (Article II (10), in the subject property in proportionate to all saleable units of such constructed areas including the area of the Developer's Allocation, at the cost of transferees.

ARTICLE - IV

OWNER'S RIGHTS AND REPRESENTATIONS

- 1) Save and except what has been declared by the Land Owner hereinabove, the Land Owner represent to the Developers that the Land Owner own the said premises free from all encumbrances, charges, liens, lispendens, trusts and attachment proceedings to the best of his knowledge.

- 2) Neither the premises nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or any other Public Demands.
- 3) The Land Owner has not in any way dealt with the said premises whereby the right, title and interest of the Land Owner as to the owners' use and enjoyment thereof is or may be affected in any manner whatsoever.
- 4) It is hereby clearly understood, agreed, accepted and covenanted between the Land Owner and the Developers that entering in to this Agreement for Development of the building will not be construed as any partnership, entered into between the Land Owner and the Developers and during the period of construction, the Developers shall hold the possession of the said property as a mere licensee in terms hereof and not in any other capacity whatsoever.
5. The Owner authorize the Developers to appoint duly qualified Architect / LBS, Labours, workmen, masons, and to obtain electricity, water, sewerage, drain from the Rajpur Sonarpur Municipality and Electric authority and construct building upon the said land.
6. That the Land Owner shall not be responsible for any Income Tax and any other taxes in respect of the Developer's allocation in the proposed building. Any such liability will be on Developer's account.
7. The Land Owner hereby agree and covenant with the Developers that the owner have not let out, grant, lease, mortgage,

encumber and / or charge the said plot of land or any portion at the time of entering into this agreement. The Land Owner will be free to sell, take advance, mortgage, lease, let out, grant, lease, mortgage, etc on the said plot of land after getting possession from the Developers.

ARTICLE - 4

DEVELOPERS' OBLIGATIONS AND REPRESENTATIONS

- 1) The Land Owner hereby appointed the Developers as the Developers on the premises and the Developers have accepted such appointment on the terms and conditions hereunder contained.
- 2) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Land Owner of any part of the said plot of land to the Developers or creating any right, title or interest in the said plot of land in favor of the Developers save as herein expressly provided except the right of the Developers to commercially exploit the saleable space in the proposed building in terms hereof and deal with the same in the manner hereinafter stated.
- 3) The Developers on execution of these presents will have all the right to take physical possession of the subject property, to put security and to take all necessary steps, as required, to develop the subject property and to exploit the saleable space in the proposed new building in terms hereof and deal with the same in the manner hereinafter stated and to protect all the right and interest of the Land Owner.

- 4) After registration of the said Development Agreement, the Land Owner shall also execute a registered Development Power of Attorney, in favour of the Developers linked to the registered Development Agreement empowering the Developers to do all necessary acts to construct the new proposed straight four storied residential building in the land and dispose of the Developer's Allocation in the new proposed straight four storied residential building after handover the Owner's Allocated Portion to the Land Owner as they deem fit and proper. The cost of registration will be borne by the Developers.
- 5) The Land Owner hereby undertake to Co-operate in all matters and things that will be essential or necessary in relation to the smooth development of the aforesaid property in form of multi storied Building, after sanction plan and others as stated herein above at the cost of the Developers herein.
- 6) The Developers shall have full right to break, open, demolish and utilize all the materials contained in the existing building for their own purpose and to sell all or any materials to any person or persons under the choice of the Developers and to utilize the money or enjoy the said amount for his own purpose or for the development purpose whatsoever.
- 7) The Developers shall start the construction of the building on the said plot of land after clearing the old existing structure from the land and commence construction of the building as per Building Plan sanction by the appropriate authority.
- 8) The Land Owner and the Developers shall use, occupy and enjoy their respective allocation exclusively **TOGETHER WITH**

the privilege of using and enjoying the common areas of the building without any right of Ownership.

- 9) The Land Owner and the Developers do hereby indemnify each other against any action or deeds taken by either of them which may cause hindrance to the smooth execution of the development work as mentioned in this Agreement.

- 10) The Developers hereby covenant:-

- a) The Developers are competent and have sufficient means and money to develop the property as agreed hereinafter.
- b) The Developers are sound and is not otherwise incompetent, incapable and insolvent.
- c) The Developers shall use standard quality of materials, steels etc and strictly follow the specification, guidance of process of construction of multi-storied building strictly adhering the guidelines in the engineering process.

That the Developers shall not use substandard materials and shall not take undue haste and/or measure in constructing the multi-storied building on the premises.

- 11) The Land Owners hereby agree and covenant with the Developers that the Land Owner have not let out, grant, lease, mortgage, encumber and / or charge the said plot of land or any portion at the time of entering into this agreement. The Land Owner will be free to sell, take advance, make agreement for sale, let out, grant, lease, mortgage, encumber and / or charge

etc on the said portion of landowner's share after getting possession from the Developers without Developer's consent.

- 12) It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen of the Developers, victimizing of any of workmen, or any other persons whatsoever, or causing any harm to the property and for any sort of violations of any applicable rules and provisions in all respect relating to construction of building/developing/building from the date of entering into this agreement (including sanction of Plan and other relevant permits) and during the course of construction of the building and handover of owner's peaceful possession the Developers shall be solely liable and/or responsible and/or accountable there for and shall bear all expenses and to be liable for any offence whatsoever in the eye of law resulting there from or for compensation payable there for, keeping the Land Owner, his estate and effects safe, and harmless, and indemnify, all claims, damages, rights and/or actions as the Land Owner may have to in respect of such eventualities suffer in any manner whatsoever.

ARTICLE - VI

PROCEDURE

- 1) The Land Owner hereby agree and assure the Developers to sign and execute such applications and other papers as may be required by the Developer from time to time.
- 2) Within **24 (Twenty Four)** months from the registering of this agreement of this project the Developers shall at its own costs and expenses, complete the project by constructing the new

Building and shall deliver peaceful and quiet possession of the Owner's Allocated Area to the Land Owner in a completed with habitable condition and as per the specification herein, with such reasonable changes as may be advised by the Architects without detriment to the Owner's interest or share.

- 3) Within 30 (Thirty) days the said Land Owner shall handover the peaceful vacant possession of the said plot of land to the Developers after signing of this agreement of this project.
- 4) If the Developers fails to complete the proposed building within the above mentioned stipulated period in that event the said Developers shall pay a sum of Rs.10,000/- (Rupees Ten Thousand) per month as an consumption charges to the Land Owner till completion of the proposed building.

ARTICLE - VII

CONSTRUCTION OF THE BUILDINGS

- 1) The said proposed new building on the subject property shall be of Reinforced Concrete Construction and shall conform to the specification more fully described in the FOURTH SCHEDULE hereunder written.
- 2) The Developers shall at its own costs install and provide such facilities that may be required to be provided according to the statutory bye-laws and regulations of the Corporation and/or the other competent Authority.
- 3) The Developers shall be authorized by the Land Owner to obtain connections of water, electricity and/or other facilities required to the building.

ARTICLE - VIII
SERVICES AND CHARGES

- 1) On completion of the building and upon intimation by the Developers to the transferee or transferees including the Land Owner and on taking possession they shall be responsible to pay and bear the service charges for the common facilities in the building.
- 2) The service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipments, maintenance and general management of the building from the date of handover of the Owner's Allocation as well as to Developer's Allocated buyer or buyers.

ARTICLE - IX
CONSIDERATION

1. In consideration of the Owner having (i) Entire Second Floor, (ii) 50% of First Floor, at the North-East Portion, (iii) 50% of Fourth Floor (Top Floor), at the South-East Portion and (iv) Four Car Parking Space, on the Ground Floor, each measuring an area of 120 Square Feet more or less, i.e. One Car Parking Space, on the South East Side (3 No.), One Car Parking Space, on the East Facing (7 No.), One Car Parking Space, on the East Facing (8 No.) and One Car Parking Space, on the North Facing (9 No.), in the proposed new building, the Land Owner have agreed to grant the exclusive right to the Developers to residential exploit the Developers' Allocation of the said property by constructing

multi storied building thereon, as per sanctioned building plan from the Rajpur Sonarpur Municipality.

2. That the Land Owner shall be entitled to transfer or dispose of the Owner's Allocation to their nominees without any way disturbing the Developers' Allocation situated thereon with the exclusive right to deal with or to enter into an Agreement for Sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Developers and the Developers or any person or persons lawfully claiming through shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation or any person or persons claiming through of the nominee or nominees of the Land Owner.
3. That the Developers shall be exclusively entitled to the Developers' Allocation in the proposed residential building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with enter into any Agreement for Sale and transfer the same without any claim, demand, interest whatsoever or howsoever of the Land Owner and the Land Owner or any person or persons claiming through him shall not in any way interfere with or disturb the quiet and peaceful possession of the Developers' Allocation or any person or persons claiming through of the nominee or nominees of the Developers.

ARTICLE - X

PAYMENTS

- 1) All costs, charges and expenses for construction and/or development of the said building shall be paid, borne and discharged by the Developers only.
- 2) In consideration of the Developers bearing all costs, charges and expenses for construction and Development of the said building on the subject property the Land Owner shall not be liable or required to make any payment on account of the land/said premises but will transfer and convey proportionate share of land.

ARTICLE - XI

COMMON FACILITIES

Items of common facilities and the meaning thereof are more fully described in the **FOURTH SCHEDULE** written hereunder. The Land Owner, the Developers or their respective successors-in-interest, nominees and the purchasers of the flats or units of the proposed new Building shall enjoy those common facilities in common with each other and in lieu of such enjoyment, taxes and rates.

ARTICLE - XII

POSSESSION

POSSESSION AND POST COMPLETION MAINTENANCE:

- i) **Notice of Completion:** As soon as the New Building is completed and full finished, the Developers shall give a written notice to the Land Owner requiring the Land Owner to take

possession of the Owner's Allocation and the Land Owner shall take possession within 15 (Fifteen) days from the date of such notice failing which it shall be deemed that the Land Owner have taken possession, whether or not the Land Owner takes physical possession. The Developers will issue Possession Letter to the Land Owner who will acknowledge the same after getting physical possession of Owner's Allocation which shall be within 15 (Fifteen) days from the date of such notice served by the Developers to the Land Owner.

- ii) **Possession Date and Rates:** On and from such a date taking physical possession or deemed possession (Possession date), the Land Owner shall be exclusively responsible for payment of all Municipal rates and taxes and other public outgoings and other charges whatsoever (collectively Rates) payable in respect of the Owner's Allocation only provided however when such Rates are applicable to the whole of the Property/New Building, the same shall apportioned on pro-rata basis with reference to the total area of the New Building. The Transferees shall be responsible for payment of the Rates in respect of the Developer's Allocation.

ARTICLE - XIII

SHARE ALLOCATION

- a) It has been agreed, accepted and covenanted by and between the Land Owner and the Developers that they shall share their Allocation as per Articles herein above.

- b) The Land Owner shall be entitled to sell, transfer, let out or enter into any contract in respect of the aforesaid Owner's Allocation. Similarly the Developers will also be entitled to sell, transfer, let out or enter into any Agreement in respect of the said Developers' Allocation without creating any financial obligations upon the Land Owner. No further consent or authority shall be required either from the Land Owner or from the Developers to enable the Developers or the Land Owner respectively to enter into any Agreement for sale or transfer and/or letting out their respective shares and/or to deal with the same.
- c) The Owner's Allocation shall be given by the Developers to the Land Owner at very first instance after completion of the project and before handing over the possession to any of the other purchaser and he will ensure that the Land Owner get self contained unit(s) and will be conveyed and transferred by appropriate registered Deed of Conveyance.

ARTICLE - XIV

OBLIGATION AND LIABILITIES OF THE OWNERS

- 1) The Land Owner shall, at the request and cost of the Developers, make execute and sign all such deeds and documents as would be required for better and more perfect exploitation of the said premises by the Developers for carrying out the proposed construction as per sanction plan under this Agreement.
- 2) From the date of the delivery of the possession of the Owner's Allocation of share or space, the Land Owner shall pay a

concerned levies by statutory authorities and shall be responsible for the same.

- 3) Any transfer of any part of the Owner's Allocation of share or space in the new building shall be subject to the provisions hereinafter and the transferee shall thereafter be responsible in respect of the space considered for payment of the said rates and service charges for the common facilities.

ARTICLE - XV

OBLIGATION AND LIABILITIES OF THE DEVELOPER

- a) The Developers shall complete construction of the said proposed building within 60 months from the date of registering of this agreement for development of the said residential building.
- b) The Developers shall put the Land Owner in peaceful and undisputed physical possession of the Owner's Allocation.
- c) The Developers undertakes not to violate or contravene any of the provisions applicable for construction of the building with the plan as may be sanctioned by Corporation.
- d) The Developers will issue Possession Letter to the Land Owner during handing over physical possession of Owner's Allocation.

ARTICLE - XVI

MISCELLANEOUS

- 1) The Land Owner and the Developers have entered into this Agreement purely as a contract for the construction of the proposed multi storied building on the said property and

nothing contained herein shall be deemed to construe as partnership between the Developers and the Land Owner parties hereto, nor shall the parties hereto constitute an association of persons.

- 2) The Land Owner hereby fully agree and consent to that the Developers shall have the right to advertise, fix hoarding or sign board of any kind relating to the publicity for the benefit or Commercial exploitation of the proposed new multi storied residential building from the date of execution of this Agreement and on completion of the building or earlier all such advertisements and hoardings shall be cleared of by the Developers all at their own costs.
- 3) This original Deed of Agreement shall be prepared in duplicate- one to be retained by the Land Owner and the other to be retained by the Developers and the Developer's copy together with a set of Photo copies of the Deeds in respect of the said property shall be kept at the city office of the Developers or at the office of their agents for the inspection of the intending purchasers.
- 4) This Agreement shall always be treated as an Agreement by and between "Principal to "Principal". Nothing in these presents, shall be constructed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developers by the Land Owner or as creating any right, title or interest in respect thereof in favor of the Developers other than an exclusive permission and right in favor of the

Developers to develop the same there under subject to the terms and conditions of these presents.

- 5) The Developers shall be entitled to assign and or mortgage the Developer's Allocated portion to any person or persons including the financial institutions. In case he requires more or additional funds for smooth completion of the project, but under no circumstances the Developers shall encumber and/or alienate the title of the Land Owner in respect of the Owner's Allocated portion in the new proposed residential building, to be constructed or adversely affect it in any manner.
- 6) Each party shall be responsible and liable to pay for their respective share of taxes and other impositions relating to their respective allocations once the project is complete and duly handed over. The Developers will pay all kind of taxes and other charges during the construction period and the Land Owner will be responsible to pay on and after the date of possession.
- 7) It is also agreed by and between the Parties hereto that simultaneously with the execution of this Deed of Agreement the Land Owner shall also sign on the proposed plans or maps to be filed in the Offices of the concerned authority and other relevant Statutory Authorities, so that the construction work may be started soon thereafter.
- 8) The Developers shall have the right to execute Deed of Conveyance from Developer's Allocation in the proposed residential building's to any intending purchaser/s of its choice.

and to execute and register the Deed of Conveyance therefore on behalf of the Land Owner by virtue of the Development Power of Attorney given to that effect by them without however creating any liability whether financial or otherwise on the Land Owner and without adversely affecting the rights and interests of the Owners under this Agreement.

- 9) The Developers will complete the proposed residential building in all respect with electric connection, water connection and drainage system etc., the intending purchaser and/or purchasers will provide electricity connection for main line as per WBSE & C.E.S.C. rules which will be coordinated by the Developers. The intending purchaser and/or purchasers shall pay a sum of Rs.5,000/- either from the Developer's Allocation and/or Owner's Allocation to the Developers herein for Mother Meter or main line connection and individual meter (Mandatory).

ARTICLE - XVII

OWNERS' INDEMNITY

The Land Owner hereby undertake that the Developers and the Land Owner shall be entitled to their respective shares of the proposed new multi storied residential building and shall enjoy their respective shares, as mentioned hereinabove, without any interference or disturbances from each other or anybody claiming under them provided the Developers and Land Owner performs and observes and fulfils all the terms and conditions herein contained and on his part to be observed, performed and fulfilled.

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ARTICLE - XVIII
DEVELOPER'S INDEMNITY

- i) The Developers shall indemnify and keep the Land Owner indemnified in respect of all costs, expenses, damages, liabilities, accidents, claims and/or proceedings arising out of any act done by the Developers in pursuance of the authorities granted as aforesaid.
- ii) The Developers shall keep the Land Owner indemnified from all third party claim and actions arising out of any act of omission or commission whatsoever of the Developers in or relation to the construction of the new multi storied building on the said property.
- iii) All claims and demands of the suppliers, contractors, workmen and agents of the Developers on any account whatsoever, including any accident or other loss will be settled by the Developers itself solely without affecting the Owner's interest.

THE FIRST SCHEDULE ABOVE REFERRED TO :-
Description of the property owned by Owner)

ALL THAT piece and parcel of Bastu land measuring an area of **04** Cottahs, **08** Chittacks and **06** Square Feet more or less, along with one brick wall asbestos shed structure measuring about 300 Square Feet, being Plot Nos. APA - 29 and APA - 30 respectively, lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Taluk

No. 12, Pargana - Khaspur, comprised in R.S. & L.R. Dag Nos. 20 & 17, appertaining to R.S. Khatian Nos. 24 & 103, corresponding to L.R. Khatian No. 227, within the local limit of the then Khayadah Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur now Narendrapur, within the jurisdiction of District Sub-Registrar at Alipore and A.D.S.R. at Sonarpur, in the District South 24 - Parganas, together with all easement and/or quasi-easement right thereto, which is butted and bounded on the said Premises in the following manner:-

ON THE NORTH : Plot No. APA - 31;
ON THE SOUTH : 25' Feet Wide Road;
ON THE EAST : 25' Feet Wide Road;
ON THE WEST : Plot No. APA - 4 & 5.

-:: THE SECOND SCHEDULE ABOVE REFERRED TO ::-

(The Owner's Allocation)

OWNER'S ALLOCATION: shall mean the Land Owner herein will be entitled to get (i) Entire Second Floor, (ii) 50% of First Floor, at the North-East Portion, (iii) 50% of Fourth Floor (Top Floor), at the South-East Portion and (iv) Four Car Parking Space, on the Ground Floor, each measuring an area of 120 Square Feet more or less, i.e. One Car Parking Space, on the South East Side (3 No.), One Car Parking

Space, on the East Facing (7 Nos.) and One Car Parking Space, on the East Facing (8 No.) and One Car Parking Space, on the North Facing (9 No.), of the proposed multi storied Building, lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi No. 12, Pargana - Khaspur, comprised in P.T. & L.R. Dag Nos. 20 & 17, appertaining to R.S. Khatian Nos. 24 & 103, corresponding to L.R. Khatian No. 227, within the local limits of the then Khayadali Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur, within the jurisdiction of District Sub-Registrar at Alipore and A.L.S.R. at Sonarpur, in the District South 24 - Parganas, together with undivided proportionate share of land, including the common facilities, areas and amenities.

::: THE THIRD SCHEDULE ABOVE REFERRED TO :::

(The Developer's Allocation)

DEVELOPER'S ALLOCATION: shall mean the Developers will be entitled to get (i) Entire Third Floor, (ii) 50% of First Floor, at the South-East Portion, (iii) 50% of Fourth Floor (Top Floor), at the North-East Portion and (iv) Remaining Car Parking Space, on the Ground Floor, **(save and except the Owner's Allocation)**, of the proposed of the proposed multi storied residential building, including proportionate share in the common facilities and amenities on pro-rata basis to the intending purchaser or purchasers, lying and situated at Mouza - Mukundapur, J.L. No. 4, R.S. Nos. 22 & 25, Touzi

No. 12, Pargana - Khaspur, comprised in R.S. & L.R. Dag Nos. 20 & 17, appertaining to R.S. Khatian Nos. 24 & 103, corresponding to L.R. Khatian No. 227, within the local limit of the then Khayadah Gram Panchayat now the Rajpur Sonarpur Municipality, under Police Station - Sonarpur now Narendrapur, within the jurisdiction of District Sub-Registrar at Alipore and A.D.S.R. at Sonarpur, in the District South 24 - Parganas.

The Developers shall have the right or privilege of jointly using and enjoying the common area mentioned in the **FIFTH SCHEDULE** below jointly with the Land Owner without any right of Ownership.

The right or privilege to use and enjoy the common area as mentioned in the **FIFTH SCHEDULE** below jointly with the Land Owner and the Developer without any right of Ownership.

The Developer has right to use its Allocated portion i.e. Developer Allocation on the Ground Floor, as commercial, non-commercial, semi commercial and/or its own choice and accord without any interference, objection, obstruction, claim and/or demand whatsoever from the Land Owner herein.

-:: THE FOURTH SCHEDULE ABOVE REFERRED TO ::-
(CONSTRUCTION)

ALL THAT the residential multi storied Residential Building, having several flats on the different floors and covered spaces, together with other constructions such as passage, stair-case, ultimate roof, overhead

laner, motor and pump-set, electric wiring, room for motor and pump-set and a other construction for common use and rights of the occupants of the flats.

:- THE FIFTH SCHEDULE ABOVE REFERRED TO :-
(DESCRIPTION OF THE COMMON AMENITIES AND FACILITIES)

- 1) Stair case on all the floors.
- 2) Stair case landing on all floors.
- 3) Main gate of the said premises and common passage and lobby on the Ground floor to Top floor excepting the other spaces on the Ground floor and the roof of the premises.
- 4) Water pump, Pump room, on the Ground floor, Water Tank, Water Pipe Overhead Tank on the roof, and other common plumbing installations.
- 5) Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
- 6) Lighting in the common space, passage, staircase, including electric meter fittings.
- 7) Common Electric meter and box.
- 8) Electric wiring meter for lighting stair case, lobby and other common areas (Excluding those as are installed for any particular floor) and space required thereto.
- 9) Window. Doors, Grills and other fittings of the common area of the premises including side space of the premises.

- 10) Such other common parts areas equipments installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
- 11) Electrical wiring, meters (excluding those are installed for any particular Unit).
- 12) **GENERAL COMMON ELEMENTS** of all appurtenances and facilities and other items which are not part of the said 'UNIT'.
 - a) All land and premises described in the FIRST SCHEDULE hereinabove written.
 - b) All private ways, curves, side-walls areas of the said premises.
 - c) Exterior conduits, utility lines.
 - d) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
 - e) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - f) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - h) The foundation, Corridor, Lobbies, Stairways, Entrance and exists path ways, Footings, Columns, Girders, Beams, Supports and exterior walls beyond the said UNIT side or interior load bearing walls within the building or concrete floor slab excep

the roof slab and all concrete ceiling and all staircases in the said building.

- i) Conduits, utility lines, telephone, and electrical systems contained within the said building.
- ii) The roof or terrace including structure in the said building will jointly be undivided property among the Owners. Roof cannot be used for any ceremonial or get together purposes. The Purchaser herein, or other Purchasers of different units, subject to limitation, if any, to their such rights of the said building, the Purchaser or Purchasers being entitled to use and enjoy the said roof and/or terrace with the Owner, other Purchaser, or Purchasers without causing inconvenience to one another.

:- THE SIXTH SCHEDULE ABOVE REFERRED TO :-

**TECHNICAL SPECIFICATION OF PROPOSED MULTI
STORIED RESIDENTIAL BUILDING**

FOUNDATION:

- 1) R.C.C. Foundation;
- 2) R.C.C. Column, Lintel & Roof;
- 3) Plaster with Cement & Sand mixture (with proper ratio) I side and outside.
- 4) The inside walls will be finished with the Plaster of Paris;
- 5) Inside ½ inch thick (1:5 cement - sand - mortar)
- 6) Ceiling and concrete surface thick (1:4 cement- sand - mortar)

ROOF TREATMENT:

PCC with water proofing compound

FLOORING:

- 1) Floors of all Bed rooms, living, dining and Verandah shall be finished with 2'x2' vitrified tiles with skirting.
- 2) R.C.C cooking platform will be the black granite with high glaze polish.
- 3) Bathrooms and kitchen floor will be of rough glazed tiles or equivalent.
- 4) Glazed colour tiles will be fitted on the walls of the bathroom up to 7' height from the level.
- 5) Service area such as pump room, parking space and other mandatory areas shall be finished with anti block tiles.
- 6) In the kitchen on the cooking top area up to 30" will be glazed tiles.
- 7) One stainless steel sink will be provided in the kitchen.

Door and windows:

7' x 3' wooden door frames with 30mm thickness commercial flush doors will be fitted. Main door will be both side door laminate finish.

Standard aluminum sliding windows with M.S grill with high gloss paint finish.

WALL FINISH:

Cement with high quality Plaster of paris.

ELECTRICAL:

Modular switch with ISI mark with Finolex or Havels wiring of proper gauge.

Electrical in the flats are given bellow:-

1/ Bed Room:-

There are one fan point, two light points, one A.C point 15AMP, three pin plug point for T.V and computer, One extra three pin Plug point.

2/ Living Room:-

Four light points, one A.C point, two fan points, two three pin (5AMP) plug points for T.V and others. One cable point.

3/ Kitchen:-

Two light points, one socket or Chimney point, one water purifier point, two (5AMP) plug points, two (5AMP) plug points.

4/ Toilets:-

One light point, one giger (15 AMP) point one 5AMP plug point.

5/ Verandah:-

One light point, one fan point, one (5AMP) plug point.

Toilets:

Western commode and wash basin of Hindware OR Parryware Company will be fitted. Glass tray and mirror and shower with taps from standard company will be provided.

Cooking Platform:

Cooking platform will be black glazed granite with stainless sink with bip cock and two water tap and one water point for water purifier will be provided. Glazed tiles up to 30" from the kitchen platform will be fitted.

Fittings:

Godrej night latch in the main entrance door and 4 lever mortice lock in other doors and brass handles and stopper will be fitted.

Water supply:

Adequate water supply will be provided by the Municipality and underground and overhead reservoirs will be provided for supply. A pump motor will be provided to ensure smooth supply of water from underground reservoir to over head tank.

Power Supply:

Power supply for common uses and lift and water pump will be provided by the developer at their own cost.

Lift:

4 passenger's lift will be provided.

SANITARY AND PLUMBING (INTERNAL):

1/ Bath room:-

White basin 18" (Hindware OR Parryware), one western commode, one cistern PVC for commode, one steel shower and hot and cold tap, bib- cocks as per requirement, hot and cold concealed CPVC

lines, one hip cock near commode. All the sanitary fittings will be ESSCO made.

SANITARY AND PLUMBING (EXTERNAL):

All rain water pipes, soil and waste water pipes shall be of PVC pipes.

All the underground sewers line, gully, etc will be provided.

Over head water tank of over 1000 litres capacity shall be from ISI brand and 100% safe.

FINISHING:

- 1) All the exterior wall will be painted with weather coat colour of Asian or Berger Company. Grill will be black painted.
- 2) All the interior surface walls shall have plaster of paris finish only.
- 3) Over head and Underground tank and roof as per sanction plan.

EXTRA WORK: In addition to the above items if the Owners want to provide additional items or wants to change the specification of any item be allowed after getting the permission from the consulting Engineer, if he fulfills the following. An estimate for additional work or the change item, shall be supplied by the Developer and the Owners have to pay the total amount in advance to carry out these additional / changed item's within their allocation.

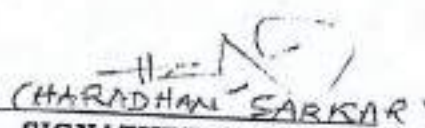
IN WITNESSES WHEREOF the parties herein have set and subscribed their hands the day month and year first above written.

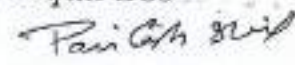
SIGNED, SEALED AND DELIVERED

In the presence of

WITNESSES :-

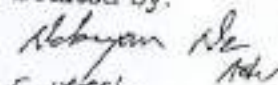
- 1) Anika Sarkar
KV-11 D-6/202
Shastri ganj 169
Bachha North
Bachha - 1 Koi-51.
- 2) Soumendra Banerjee
105/2, Survey Park
Koi-75


(CHARADHAM SARKAR)
SIGNATURE OF THE
LAND OWNER

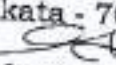
Tranquil Dev

Authorised Signatory

SIGNATURE OF THE
DEVELOPERS

Drafted by:


F-17/6/23

PRINT ZONE,
Alipore Police Court,
Kolkata - 700027


Sarfaraz Ahmed.

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name *Heinrich Surber*

Signature *Heinrich Surber*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Peter M. Sliv*

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature

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জেলা - <u>বাগমতি</u>		খতিয়ান নং - <u>২২৭</u>		[১৬১০০০০]		
মৌজা - <u>খুসুখুসু</u>		জে.এল.নং - <u>৪</u>		বানা - <u>সাপাহার</u>		
(১) রাজ্য - <u>০.০০</u> টানা						
(২) জমির মোট পরিমাণ - <u>০.০৮</u>		একর (৩) মোট দানের সংখ্যা - <u>৩</u>				
(৪) অত্র দানের সনাক্তকারের বিবরণ		(৫) বছর		(৬) মন্তব্য		
নাম পিতা/স্বামী ঠিকানা	স্বাক্ষর ইতিমধ্যে স্বাক্ষর মোত	তারিখ				
(৭) অত্র দানের নিজ সম্পত্তি						
দান নম্বর	জমির খেতাব			দানের মোট পরিমাণ একর	দানের মূল্য অত্র বছরে আশে	দানের মূল্যে অত্র বছরে জমির আয়ের পরিমাণ একর খেতাব
১৭ ২০	শাল বাগ			০.৬১ ০.০৬	০.০৬০১ ১০০০	০.০৪ ০.০৪
		EMPLOYED TO BE A THIEF COPY 29/5/15 7/11/15				
দানের মোট সংখ্যা		পূঁঠি মাত্র		০.০৮		

Appl. Fee: Rs. 10, Authentication Fee: 1 x Rs. 10 = Rs. 10. Total: Rs. 20

C. Copy-794a

ପାଞ୍ଚମସକା ନିବେଦନ
 କର୍ମକ୍ଷେତ୍ର ହାତୀ ଓ କୁମ୍ଭ ନିବେଦନ ପାଞ୍ଚମସକା ନିବେଦନ
 ଗୋପାଳପୁର, ଉତ୍ତରୀୟ ୧୫-୧୨-୧୯୭୮
 - ନାମାବଳୀ ତଥ୍ୟ -

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 Officer Authenticated U/s-78
 of Indian Veterinary Act

ସାମ୍ବିଧାନିକ ନିୟମ
 ଶକ୍ତିର ସ୍ୱାଧୀନ ଓ ସ୍ୱାଧୀନ ସାମ୍ବିଧାନିକ ନିୟମ
 ଉପାଦାନ, ଶକ୍ତିର ଓ ନିୟମ

- ସାମ୍ବିଧାନିକ ନିୟମ -

୧୯୫୫ ଓ ୧୯୫୬

ଉପାଦାନ ନିୟମ-୧୯୫୫

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ଉପାଦାନ ନିୟମ-୧୯୫୭

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ଉପାଦାନ ନିୟମ-୧୯୫୯

ଉପାଦାନ ନିୟମ-୧୯୬୦

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ଉପାଦାନ ନିୟମ-୧୯୬୨

ଉପାଦାନ ନିୟମ-୧୯୬୩

(୧) ଉପାଦାନ ନିୟମ-୧୯୬୪

ଉପାଦାନ ନିୟମ-୧୯୬୫

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ଉପାଦାନ ନିୟମ-୧୯୯୩



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 of Indian Evidence Act

2016年1月

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10.1.20	10.1.20

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எதிர்-காதிநாத்தியம் - ௨௦௧௨

444

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ମିତା ଦିଆଯିବ ନାମ
ନାମ-ମିଆନ

ଟିଏମ୍.ଏସ୍.ଏଚ୍. ଲେବୁରୀ
 ବିଜା-ନିଉଆଶ ବଡ଼ ଲେବୁରୀ
 ନମ୍ବର-୧୦/୨, ପାଟଣାପୁରୀ ହାତଲ
 ଡିଡିଏମ୍/୧୦୪୯୩/୮୫୭-୨୬୦୮୭୪୩

ଅନୁମତି ପ୍ରାପ୍ତ
 ଅନୁମତିପ୍ରାପ୍ତ ମଧ୍ୟ ଶ୍ରେଣୀ
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9.92



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 Officer Authorized U.S.-78
 of Indian Evidence Act



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



310720252018990486

GRIPS Payment Details

GRIPS Payment ID:	310720252018990486	Payment Init. Date:	31/07/2025 19:43:15
Total Amount:	6941	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4929481538935	BRN Date:	31/07/2025 19:43:41
Payment Status:	Success	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Tanmoy Dhar
Mobile: 8981314794

Payment (GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192025260189904878	Directorate of Registration & Stamp Revenue	6941
Total			6941

IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



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



192025260189554878

GRN Details

GRN: 192025260189554878
GRN Date: 31/07/2025 19:43:15
BRN: 4029481538935
Gateway Ref ID: CHU1625014
GRIPS Payment ID: 2002199666/1/2025
Payment Status: Pending

Payment Mode: SBI Epay
Bank Gateway: SBI ePay Payment Gateway
Bank Date: 31/07/2025 19:43:41
Merchant: State Bank of India NB
Payment Date: 31/07/2025 19:43:15
Payment Ref ID: 2002199666/1/2025
(Query No/Query Year)

Depositor Details

Depositor's Name: Mr Taumoy Chakraborty
Address: Ajoynagar
Mobile: 8961314794
Period From (dd/mm/yyyy): 31.07/2025
Period To (dd/mm/yyyy): 31/07/2025
Payment Ref ID: 2002199666/1/2025
Dept Ref ID/DRN: 2002199666/1/2025

Payment Details

Sr No	Payment Ref No	Description	Head Code	Amount (₹)
1	2002199666/1/2025	Registration Fee	0030-02-103-003-02	6920
2	2002199666/1/2025	Stamp Duty	0030-03-164-001-16	21
Total				6941

IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.

Major Information of the Deed

Deed No.	1-1630-06248/2025	Date of Registration	16/07/2025
Deed No. (Old)	1630-2002199666/2025	Office where deed is registered	
Date and Time	31/07/2025 1:34:43 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rahul Dhar Ajoynagar, Thana : Purba Jadabpur, District : South 24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 9836926280, Status : Deed Writer		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Subject Property	[1305] Other than immovable Property, Declaration [No of Declaration : 2]		
Stamp Duty - Rs. 7,020/- (Article:48(g))	Rs. 52,97,126/-		
Remarks	Rs. 632/- (Article:E, E)		

Land Details :

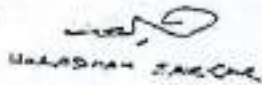
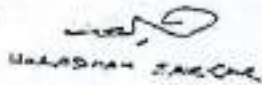
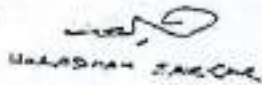
District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: KHEYADAHAN-I, Mouza: Mukundapur, JI No: 4, Pin Code : 700150

Sl. No.	Plot Number	Khata Number	Land Proposed For	Area of Land	St. Form Value (INR)	Market Value (INR)	Other Details
L1	LR-20 (RS :-)	LR-227	Bastu	Bastu	2 Katha 4 Chatak 3 Sq Ft	26,03,563/-	Width of Approach Road: 25 Ft.,
L2	LR-17 (RS :-)	LR-227	Bastu	Bastu	2 Katha 4 Chatak 3 Sq Ft	26,03,563/-	Width of Approach Road: 25 Ft.,
TOTAL :					7.4388Dec	0 /-	52,07,126 /-
Grand Total :					7.4388Dec	0 /-	52,07,126 /-

Structure Details :

Sl. No.	Structure Details	Area of Structure	St. Form Value (INR)	Market Value (INR)	Other Details
S1	On Land L1, L2	300 Sq Ft.	0/-	90,000/-	Structure Type: Structure, Status of Completion : Completed
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	0 /-	90,000 /-	

Land Lord Details :

Sl. No.	Name/Address/Photo/Thumbprint and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Thumbprint</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Haradhan Sarkar Son of Late Bejoy Gopal Sarkar Executed by: Self, Date of Execution: 01/08/2025 Admitted by: Self, Date of Admission: 01/08/2025, Place of Execution: Office </td> <td></td> <td></td> <td></td> </tr> </tbody> </table> Gen. Info: 169 B, ... S:-Dum Dum, District:-North 24-Parganas, ... East ... Occupation: Retired Person, ... alxxxxx, Aadhaar No: 6xxxxxx, ... Date of Execution: 01/08/2025, Admitted by: Self, Date of Admission: 01/08/2025, Place: Office	Name	Photo	Thumbprint	Signature	Mr Haradhan Sarkar Son of Late Bejoy Gopal Sarkar Executed by: Self, Date of Execution: 01/08/2025 Admitted by: Self, Date of Admission: 01/08/2025, Place of Execution: Office			
Name	Photo	Thumbprint	Signature						
Mr Haradhan Sarkar Son of Late Bejoy Gopal Sarkar Executed by: Self, Date of Execution: 01/08/2025 Admitted by: Self, Date of Admission: 01/08/2025, Place of Execution: Office									

Developer Details :

Sl. No.	Name/Address/Photo/Thumbprint and Signature
1	Tranquil Developers 28/117 Mukundapur, Subarna Vihar Apartment, Flat No: C2/2/land 2, City:-, P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Date of Incorporation:XX-XX-20XX7, PAN No.:: aaxxxx1f, Aadhaar No Not Provided by LDR, Status :Organization, Executed by: Representative

Representative Details :

Sl. No.	Name/Address/Photo/Thumbprint and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Thumbprint</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Paritosh Shil (Presentat:it) Son of Late Parinra Chandra Shil Date of Execution: 01/08/2025, Admitted by: Self, Date of Admission: 01/08/2025, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> </tbody> </table> Aug 1 2025 12:43 PM LTI 01/08/2025 01/08/2025 28/117, Mukundapur, Subarna Vihar Apartment, Flat No: C2/2/1 And 2, City:-, P.O:- Kalikapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7, PAN No.:: ayxxxxx8d, Aadhaar No: 48xxxxxxxx3349 Status : Representative, Representative of : Tranquil Developers (as Partner)	Name	Photo	Thumbprint	Signature	Mr Paritosh Shil (Presentat:it) Son of Late Parinra Chandra Shil Date of Execution: 01/08/2025, Admitted by: Self, Date of Admission: 01/08/2025, Place of Admission of Execution: Office			
Name	Photo	Thumbprint	Signature						
Mr Paritosh Shil (Presentat:it) Son of Late Parinra Chandra Shil Date of Execution: 01/08/2025, Admitted by: Self, Date of Admission: 01/08/2025, Place of Admission of Execution: Office									

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Rahul Dhar Son of Late R Dhar Naynagar, City:-, P.O:- Santoshpur, P.S:- Purba Medinipur, District-South 24- Parganas, West Bengal, India, PIN:- 700078		 Captured	
	01/08/2025	01/08/2025	01/08/2025
Identifier Of Mr Haradhan Sarkar, Mr Paritosh Shil,			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Haradhan Sarkar	Tranquil Developers-3.71937 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Haradhan Sarkar	Tranquil Developers-3.71937 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Haradhan Sarkar	Tranquil Developers-300.03000000 Sq Ft

Land Details as per Land Record.

District: South 24-Parganas, P.S:-Sonarpur, Gram Panchayat: KHEYADABA-I, Mouza: Mukundapur, JI No: 4, Pin Code : 700150

Sl. No	Plot & Khatian Number	Details of Land	Owner Name as recorded by Applicant
L1	LR Plot No:- 20, LR Khatian No:- 227	Owner: রাজল সর্কার , Gurdian: বিক্রম সর্কার , Address: বি , Classification: ক , Area: 0.04000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 17, LR Khatian No:- 227	Owner: রাজল সর্কার , Gurdian: বিক্রম সর্কার , Address: বি , Classification: ক , Area: 0.04000000 Acre,	Seller is not the recorded Owner as per Applicant.



DISTRICT SUB-REGISTRAR	
ALIPORE, SOUTH 24 PARGANAS	
1	01 02