

3882/2023

I-3328/23



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

21640539/23



596396

1-20
13/03/23

Additional Registrar of Assurances-II
Kolkata

Certified that the Document is admitted to
Registration The Signature Sheet and the
engorsement sheet are
are the part of this document

Additional Registrar
of Assurances II Kolkata

13 MAR 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 13th day of
March Two Thousand Twenty Three (2023);

BETWEEN

115694

2 FEB 2023

NO..... DATE.....
SOLD TO Uttam Singh (Adv.)
OF Sealdah Court
RS. 10/-

JAYDEEP CHATTERJEE Kolkata
16, INDIA EXCHANGE PLACE, KOL-1
GOVT. LICENSED STAMP VENDOR
L. NO 351RS2016

2 FEB 2023

1

Uttam kr Singh
Adv
s/o of Shri Shankar Singh
Sealdah court complex
Room no-101, 1st floor
Kolkata-700014

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
13 MAR 2023

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



120320232032848131

GRIPS Payment Detail

GRIPS Payment ID: 120320232032848131 Payment Init. Date: 12/03/2023 13:24:23
Total Amount: 40041 No of GRN: 1
Bank/Gateway: HDFC Bank Payment Mode: Online Payment
BRN: 2078647417 BRN Date: 12/03/2023 13:25:01
Payment Status: Successful Payment Init. From: GRIPS Portal

Depositor Details

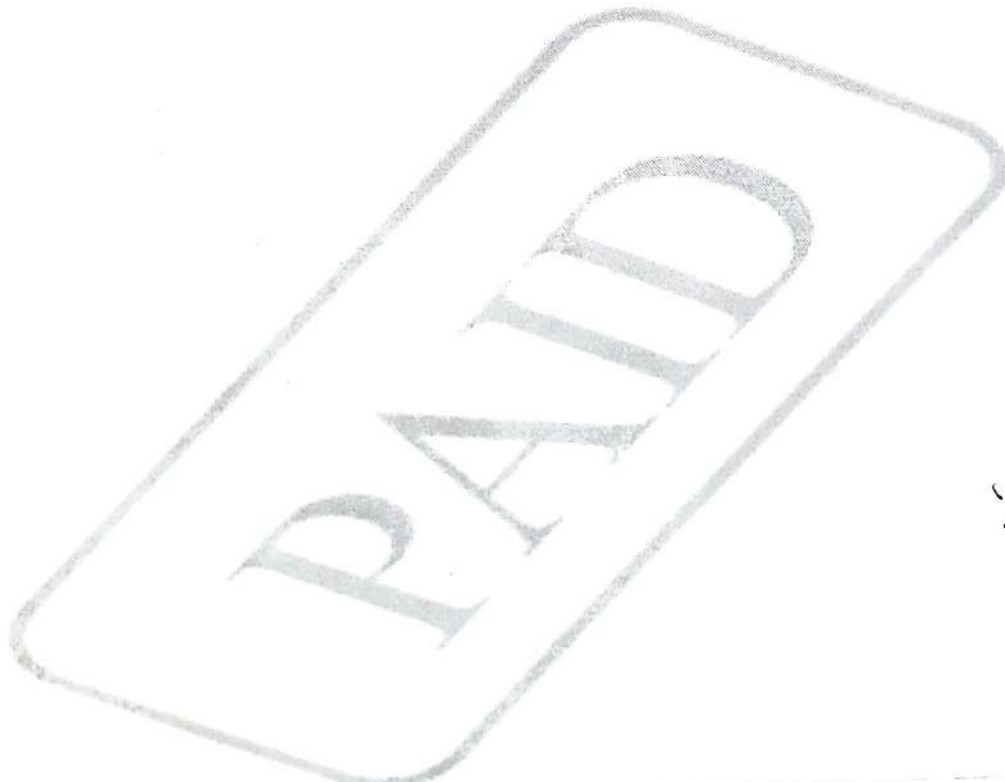
Depositor's Name: SANJAY KANSAL
Mobile: 8017222213

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230328481321	Directorate of Registration & Stamp Revenue	40041
Total			40041

IN WORDS: FORTY THOUSAND 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



192022230328481321

Challan Details

GRN: 192022230328481321 Payment Mode: Online Payment
GRN Date: 12/03/2023 13:24:23 Bank/Gateway: HDFC Bank
BRN : 2078647417 BRN Date: 12/03/2023 13:25:01
GRIPS Payment ID: 120320232032848131 Payment Init. Date: 12/03/2023 13:24:23
Payment Status: Successful Payment Ref. No: 2000640539/2/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: SANJAY KANSAL
Address: 403/1 DAKSHINDARI ROAD FLAT 9H ALCOVE GLORIA
Mobile: 8017222213
Contact No: 8017222213
Depositor Status: Others
Query No: 2000640539
Applicant's Name: Mr UTTAM KUMAR SINGH
Identification No: 2000640539/2/2023
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 12/03/2023
Period To (dd/mm/yyyy): 12/03/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000640539/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	40020
2	2000640539/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	40041

IN WORDS: FORTY THOUSAND FORTY ONE ONLY.

PAID

(1) **SRI SANJAY KANSAL**, (PAN: ACKPA0003H), AADHAR NO. 727065005794) son of Late M.P. Kansal, by faith – Hindu, by Nationality – Indian, by occupation – Business and (2) **SMT. SANTOSH KANSAL**, (PAN: AJOPK0887A), AADHAR NO. 815252992059, wife of Sri Sanjay Kansal, by faith – Hindu, by occupation – Business, by Nationality – Indian, both are residing at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, District North 24-Parganas, hereinafter called and referred to as the **LANDLORDS/ OWNERS** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, representatives, successors, administrators, executors and assigns) of the **FIRST PART**.

AND

SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED PAN: AALCS5185L a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073, represented by its one of the Director **SRI SANJAY KANSAL, (PAN: ACKPA0003H & AADHAR NO. 727065005794)** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, hereinafter called and referred to as the **DEVELOPER**

(which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interests and assigns) of the **OTHER PART**.

WHEREAS one Tarun Ghose purchased a piece a parcel of land vacant revenue free land measuring about an area 6 Cottahs 7 Chittacks lying and situated at being Plot No.50, of the surplus land in the Paikpara Re-Housing scheme of the Calcutta Improvement Trust formed out of a portion of Municipal premises No.16, Paikpara Road, now known and numbered as Premises No.57, Paikpara Row, under Ward No.004, within the Limit of Kolkata Municipal Corporation, Police Station – Chitpur, from Sushil Chandra Chatterjee son of Late Bishnu Chandra Chatterjee by an indenture dated 14th day of March 1956 duly registered in the office of the Sub-registrar office at Sealdah and recorded in Book No.I, Volume No.13 Pages from 87 to 92 Being No.630 for the year 1956.

AND WHEREAS the said Tarun Ghose further purchased and adjacent Plot of land measuring about an area 3 Cottahs 15 Chittacks 22 sq.ft. lying and situated at 47, Paikpara Row under Division – I, Sub-Division – 17, Holding No.97, Touzi No. 1298 /2833, Plot No.64 of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, Ward No.004, within the Limits of Kolkata Municipal Corporation, P.S. – Chitpur from Rameswar Shah son of Late Khedu Shah, Sitaram Shah son of Rameswar Shah, Smt. Radha Shah wife of Rameswar Shah, Ram Prasad Saha son of

Late Samiran Saha, Bhola Nath Shah son of Ram Prasad Shah, Smt. Kamli Shah, wife of Ram Prasad Shah, Sri Ram Shah, son of Late Samiran Shah, Lalji Shah, Jiyut Lal Shah and Sukumar Shah all son of Sri Ram Shah, Sabitri Shah wife of Sri Ram Shah, Laxmi Narayan Shah and Subhas Chandra Shah both son of Jagneswar Shah and Sm. Dulali Shah wife of Jagneswar Shah and the said Deed was confirmed by Jiban Krishna Maity son of Late Parameswar Maity by an Indenture dated 26th day of July, 1961 duly registered in the office of Sub-registrar office at Sealdah and recorded in Book No.I, Volume No.43 Pages from 160 to 172 Being No.1994 for the year 1961.

AND WHEREAS the said Tarun Ghose recorded his name before the Kolkata Municipal Corporation and pay rates and taxes regularly to the concerned authority.

AND WHEREAS the said Tarun Ghose being the sole and absolute Owners and sized and possessed well sufficiently entitled to inter-alia **ALL THAT** piece and parcel of bastu land measuring about an area 10 Cottahs 6 Chittacks 22 sq.ft. situated at Premises No. 57, Paikpara Row and 47, Paikpara Row under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. - Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation, and enjoying the right title and interest thereof free from all sorts of encumbrances.

AND WHEREAS the said Tarun Ghose constructed a two storied building upon the said plot of land.

AND WHEREAS the said Tarun Ghose had sold, transferred and conveyed plot of land measuring about 2 Cottahs 8 Chittacks 27 sq. ft. out of 3 cottahs 15 chittacks 22 sq. ft. along with a tiles shed structure measuring about 100 sq. ft. lying and situated at being a part of premises no. 47, Paikpara Row, Division -1, sub division -17, Holding No. 97, Touzi No. 1298/2833 being plot no. 64, under Ward No.4, within the area of Kolkata Municipal Corporation, P.S. – Chitpur, Kolkata – 700 037 to Subhas Roy by an Indenture dated 13th day of August, 2002 duly registered in the office of the ARA -I, Kolkata and recorded in Book No.I, Volume No.8, pages 1 to 29, being no. 275, for the year 2003.

AND WHEREAS the said Tarun Ghose being the Owners of all that piece or parcel of land measuring about 6 Cottahs 7 Chittacks along with two storied building lying and situated at Premises No. 57, Paikpara Row, and also being the Owners of the adjacent plot of land measuring about 1 Cottahs 6 Chittacks 40 Sq.ft lying and situated at Premises No. 47, Paikpara Row, Ward No. 004, within the limits of Kolkata Municipal Corporation, P.S. Chitpur, Kolkata – 700037, District – South 24 Parganas and enjoy the right title and interest thereof free from all sorts of encumbrances.

AND WHEREAS the said Tarun Ghose as the absolute Owners of the aforesaid two adjacent Premises being Premises No 57, Paikpara Row, Kolkata – 700037 and 47, Paikpara Row, Kolkata – 700037, got the same Amalgamated into one single Premises No. 57, Paik Para Row, vide Amalgamation Order, dated 16.05.2003, under KMC Amalgamation Case No. M/004/16-Apr-03/36 and Assessee No. 110041001203.

AND WHEREAS the said Tarun Ghose, son of Anu Ghose passed away on the 03rd day of May, 2006 after publishing his last Will and Testament, dated 21st February, 2002, which was duly proved and granted probate by the District Delegate, Sealdah, South 24 Parganas, in Probate Case No. 22 of 2006. In term of the last Will and Testament dated 21st February, 2002, of Tarun Ghose since deceased, his wife Smt. Chaya Ghose was executrix and beneficiaries of the properties left behind by Tarun Ghose since deceased including all that piece and parcel of revenue free land 7 Cottahs 13 chittacks 40 sq.ft little more or less along with two storied building lying and situated at being Premises No. 57, Paikpara Row, P.O. – Belgachia, P.S. – Chitpur, Ward No. 04 within the limits of Kolkata Municipal Corporation, Kolkata- 700037.

AND WHEREAS the said Chaya Ghose being the Owners and seized and possessed well sufficiently entitled to inter-alia all that piece and parcel of

revenue free land 6 Cottahs 7 chittacks little more or less along with two storied building lying and situated at Premises No. 57, Paikpara Row, P.O. - Belgachia, P.S. - Chitpur, Ward No. 04 within the limits of Kolkata Municipal Corporation, Kolkata- 700 037, District South 24 Parganas had gifted the same to her son namely Tilok Ghose by a Deed of Gift dated 15th day of March, 2018 duly registered in the office of the District Sub Registrar - III, Alipore South 24 Parganas and recorded in Book No. I, Volume No:- 1603-2018, Page No: 37842 to 37861, being no. 1170, for the year 2018.

AND WHEREAS the said Chaya Ghose died intestate on 13.04.2018 and after her death the residuary of the property including a plot of land measuring about an area 1 Cottah 6 Chittacks 40 sq.ft, more or less lying and situated at 57, Paikpara Row, previously known as 47, Paikpara Row, under Division - I, Sub Division - 17, Holding No. 97, Touzi No. 1298/2833, Plot No. 64 of the Paikpara Re-Housing Scheme of the Kolkata Improvement Trust, Ward No. 004, within the limits of Kolkata Municipal Corporation, P.S. Chitpur, District- South 24 Parganas, left by Smt Chayya Ghose belong to her son namely Tilok Ghose alone and exclusively, as per last Will and Testament dated 21st February, 2002, of Tarun Ghose, which was duly proved and granted probate by the District Delegate, Sealdah, South 24 Parganas, in Probate Case No. 22 of 2006.

AND WHEREAS the said Tilok Ghose became the sole and absolute Owners seized and possessed of or otherwise well and sufficiently entitled to inter-alia **ALL THAT** piece and parcel of bastu land measuring about an area little more or less 7 Cottahs 13 Chittacks 40 sq.ft. alongwith structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the first floor totaling 2000 sq. ft. super built up area lying and situated at Premises No. 57, Paikpara Row under Plot No. 50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. – Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation and enjoying the right title and interest thereof free from all sorts of encumbrances.

AND WHEREAS the said Tilok Ghose mutated his name in the records of the Kolkata Municipal Corporation, vide Mutation case No: O/004/21-MAY-18/110658, dated 23.05.2018, being Premises no. 57, Paikpara Row, Assessee No. 11-004-10-0120-3, has been paying applicable rates and taxes regularly to concerned authority.

AND WHEREAS the said Tilok Ghose being the sole and absolute Owners and seized and possessed of/or otherwise well and sufficiently entitled had sold, transferred and conveyed the same **ALL THAT** piece and parcel of bastu land measuring about an area a little more or less 7 Cottahs 13 Chittacks 40 sq.ft. alongwith structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the first floor totaling 2000 sq. ft.

super built up area lying and situated at Premises No. 57, Paikpara Row, under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. – Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation unto and in favour of **SRI SANJAY KANSAL&SMT. SANTOSH KANSAL**, by a deed of conveyance dated 12th day of Feb, 2020 duly registered in the office of the ARA- III, KOLKATA, and recorded in Book No.I, Volume No. 1903-2020, pages 55239 to 55281, being no. 190300846 for the year 2020 against a valuable consideration thereof free from all sorts of encumbrances.

AND WHEREAS the said **SRI SANJAY KANSAL & SMT. SANTOSH KANSAL** the landowners herein became the joint Owners and seized and possessed of/or otherwise well sufficiently entitled to inter-alia **ALL THAT** piece and parcel of bastu land measuring about an area a little more or less 7 Cottahs 13 Chittacks 40 sq.ft. alongwith structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the first floor totaling 2000 sq. ft. super built up area lying and situated at Premises No. 57, Paikpara Row, under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. – Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation and enjoying the right title and interest thereof free from all sorts of encumbrances, which property is more fully

and particularly mentioned, described, enumerated, provided and given at and under the **FIRST SCHEDULE** hereunder written and/or given.

AND WHEREAS the said **SRI SANJAY KANSAL & SMT. SANTOSH KANSAL**, the landowners herein recorded their names before the Kolkata Municipal Corporation and pay rates and taxes regularly to the concerned authority.

AND WHEREAS the said **SRI SANJAY KANSAL & SMT. SANTOSH KANSAL** the landowners herein desirous to develop **ALL THAT** piece and parcel of bastu land measuring about an area a little more or less 7 Cottahs 13 Chittacks 40 sq.ft. alongwith structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the first floor totaling 2000 sq. ft. super built up area lying and situated at Premises No. 57, Paikpara Row, under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. - Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation which property is more fully and particularly mentioned, described, enumerated, provided and given at and under the **FIRST SCHEDULE** hereunder written and/or given.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

The Owners/1st part have engaged the party of the 2nd part as Builder/ Developer for construction and completion of the said building on the said premises and the party of the 2nd part has accepted the said engagement as “Developer” who will construct a multi-storied building on the land of the said premises in accordance with the building plan duly sanctioned by the Office of Kolkata Municipal Corporation with erection and structure in the said building in the manner on the terms and conditions stipulated hereinafter appearing.

1. That for the purpose of construction a multi-storied building on the said property detailed in First Schedule below, the Developer shall adopt all procedures and make necessary arrangements to complete the said building as per sanctioned plan from Kolkata Municipal Corporation at the own cost and expenses of the Developer.
2. That the developer shall construct and complete the building on the land of the said premises and the proposed construction shall be constructed and completed within a period of 24 months from the date of signing of the agreement whichever is later and owing to unavoidable circumstances on the part of the developer in completion of the said proposed construction, the said time for

completion of the construction may be extended on mutual consent of the parties for another six months.

3. The Owners' allocation would be entire first floor, at the time of signing of this agreement together with undivided proportionate share of land of the said proposed building as which is more fully detailed and specified in **SECOND SCHEDULE** written and rest constructed area of the said proposed building with proportionate share of land shall be regarded to be the allotted portion of the developer which is more fully detailed and specified in **THIRD SCHEDULE**. The developer shall be entitled to dispose of his allotted portion to any intending buyer/buyers for residential/commercial/semi commercial purposes only at his own sweet will and discretion by accepting the amount of consideration and for the said purpose the developer shall be entitled to enter into agreement for sale upon accepting the amount of earnest money and upon receipt of full amount of consideration. The developer shall be entitled to execute and register a deed of sale in favour of such intending buyer/buyers under and by virtue of a registered development power of attorney, which the Owners undertakes to execute and register in favour of the developer simultaneously with the execution of this agreement at the cost and expenses of the developer.

4. The Owners or his constituted attorney shall put signature after verification on the additional plan and/or other applications and documents as would require to be submitted at the office of the Kolkata Municipal Corporation in respect to the said property.

5. That the developer is hereby authorized and empowered in relation to said construction, so far as may be necessary to apply and obtain quotas, entitlement and other allocation of or for cement, steel, bricks and other materials allocable to the Owners for the construction of the said proposed building and similarly to apply for and obtain temporary and/or permanent connection of water, electricity, power, gas and other input and facilities required for the instruction of enjoyment of the building plan for which the Owners shall execute a Development power of attorney in favour of the Developer and all such power of attorney and other authorities shall be executed as shall be required by the Developer for the purpose of construction and allied jobs and the Owners shall also sign all such applications and other documents as shall be required for the purpose or otherwise for in construction of proposed building from time to time and Owners or his constituted attorney shall sign on the building plan before submitting the same to the Municipal authority.

6. That the Owners will execute and register a Development Power of Attorney in favour of the developer simultaneously with the execution of this agreement to enable the developer to take all necessary action for and on behalf of the Owners concern for commencing the work, construction and completion of the said proposed Housing Project and entering into agreement for sale of the flats or apartment and floor spaces of the developer's allocation as per Third Schedule in the said building but all such power of attorney shall be executed and registered by the Owners concern at the cost and expenses of the developer so that the developer can sale/transfer his allocation with proportionate share of land.
7. That the Owners shall not interfere with or obstruct in any manner in the execution and completion work of development and construction job on the land of the said premises.
8. That the Owners shall pay all arrear municipal taxes due and payable in respect of the said property as arises till the date of execution of this agreement. After the completion of the proposed building and handing over possession of the Owners' allocation to the Owners liabilities in this behalf shall be the joint liability of the Owners and developer in proportion to their allocation of the proposed building.

9. That the Owners shall not do any act, deed or thing whereby enjoyment of any common facilities among the several flats Owners in the building may be obstructed.
10. That the allocation of the Owners concern and the Developer has been specifically mentioned in Second Schedule and Third Schedule respectively.
11. The Developer shall be entitled to fix its signboard on the said property, for advertisement of sale of flat and inserting in news paper and other advertising media after sanction of the building plan without any objection from the land Owners.
12. The Developer absolutely shall appoint any Architects for supervising the structural constructions of the foundation, basements, pillars, structures, terms and conditions slabs, concrete underground/overhead reservoirs, electrical and plumbing fixtures and materials for constructions sewers and sewerage system etc. and shall have the right to do so but exclusively at their (developers) costs and expenses. The land Owners shall not be liable responsible in any manner whatsoever regarding for the construction materials used by the developer.

13. That the developer shall have full right to amalgamate the said land with any other adjacent land purchased or entered into a Joint development Agreement or otherwise by the Developer at the expenses of the Developer and Owners and developer mutually agrees to aforesaid amalgamation of the aforesaid land.
14. The Developer shall have their full right to dispose of their allotted portion of the said building in favour of the intending buyers and the Owners shall have no objection in respect of the same. The consideration money which ever shall be realized by the developer for the disposal of his allotted portion of the said Building, shall be regarded the income of the developer and the Owners shall not be accountable for such money received by the developer before any authority namely income tax and other statutory authorities.
15. That upon demise either of the parties to this agreement shall not be cancelled or terminated, the respective heirs of the deceased party will steps into the shoes of the deceased party and the said heirs of the deceased party shall be bound to fulfill the terms of this agreement. The Owners undertakes to effect delivery of possession of the said property in free condition and without any encumbrances so that the developer can undertake the development job of the said premises.

16. The developer and its men, agents, engineers, architects, masons, Labours, contractors will have free access to the said premises and will take all necessary steps/action necessary for implementation of the project by development of the land of the said premises, posting of banners and advertisement in the papers inviting buyers of the allotted portion of the developer. The developer hereby agrees to ensure for all sorts of safety and security measures and will be solely responsible for any untoward incidents/accidents, damage, loss caused to or suffered by anybody during the period of construction.
17. That the sale proceeds of the developer's allocation will be considered as consideration of the flats/apartment of the developer and all other expenses incurred by the developer.
18. The parties of the both part have entered into agreement purely on principle-to-principle basis and nothing stated herein shall be deemed or constructed as partnership or a joint ventures between the Owners concern and developer. Each party shall keep other indemnified from and against the same.
19. The apartments in the said housing project of developer's allocation shall be booked and sale by the developer to the intending purchaser or purchasers for residential/commercial purposes only. The developer is entitled to accept money from the

intending purchasers by way of advance for the sale of flat or flats/ garage/ spaces of the building from the intending purchasers. The Owners shall not be entitled to interfere with and to raise any objection whatsoever thereto.

20. All disputes and differences by and between the parties hereto and their representatives as to this agreement or its clauses or as to the meaning, scope and effect there or as to the rights, benefits and privileges of the parties hereto as to any matter touching these presents shall be referred to the arbitration of two arbitrators to be appointed by the parties hereto. The arbitration proceedings shall be governed under the provisions of Arbitration and conciliation Act 1996 and the rules framed there under for the time being in force.
21. That simultaneously with the execution of this agreement, the Owners shall handover all the original documents relating to the title of the Owners in the said property till the completion of the building to the developer, Thereafter the original documents of the Said Property shall be handed over by the Developer to the syndicate/ committee/ body corporate/ company/ association to be formed under the West Bengal Apartment Ownership Act, 1972 (Association) at the time of handing over of the Project to the Association. The Owners further assures that the said property is

free from all encumbrances. From the date of delivery of possession of the apartment, the developer and the Owners of the respective flats shall pay the proportionate Municipal taxes and any other impositions, maintenance charges and other expenses relating to the said housing project proportionately as may be determined by all the flat Owners or by the Association of the Apartment Owners to be formed.

22. That it is agreed upon that if for any reason the Owners cannot execute and register a Power of Attorney in favour of the developer conferring rights upon the developer to transfer the allotted portion of the developer in the said building in favour of the intending buyers by executing and registering deed of sale, the Owners undertakes to execute and register deed of sale in favour of intending buyers with regard to the allotted portion of the developer in the said proposed building by joining as vendor in the deed of sale.
23. Notwithstanding anything contained anywhere in this agreement or in any other agreement between the parties, every conditions contained in this agreement or any performance due by the Owners herein shall be strictly subject to realization of any cheque or negotiable instrument provided by the developer herein at post/later date.

24. That the developer shall be liable to deliver actual physical possession of the completed flat as agreed upon herein to the Owners.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of bastu land measuring about an area a little more or less 7 Cottahs 13 Chittacks 40 sq.ft. alongwith structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the first floor totaling 2000 sq. ft. super built up area lying and situated at Premises No. 57, Paikpara Row, under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. - Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation. The said land is butted and bounded in the manner following:

ON THE NORTH	:	Paikpara Row;
ON THE SOUTH	:	Plot No. 46A, Paikpara Row;
ON THE EAST	:	Plot No. 57, Paikpara Row of the said scheme;
ON THE WEST	:	Plot No. 48A, Paikpara Row of the said scheme;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Allotted portion of the Owners)

ALL THAT the entire first floor, of the said proposed building together with undivided proportionate share of land of the said proposed building.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Allotted portions of the Developer)

ALL THAT the entire constructed area of the said proposed building upon said First Schedule property together with proportionate share of land except the Owners' allocation mentioned in Second Schedule.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common portions of the proposed building)

1. The foundations, columns, beams, supports, girders, entrance and exists, sky street, corridors, stair, staircase of the building, boundary walls and main gate, stair case and stair case landing.
2. Common passage, common areas
3. Water pump, overhead water tank and underground water reservoirs, water pumps and other common plumbing installation pump room, ventilation duct.

4. Electrical wiring, motors, fittings and fixtures for lighting the stair cases lobby and other common areas (excluding those as are installed for any particular flat) installation fixtures, fittings etc. and roof.
5. Drains and sewerage line of the building.
6. Such other common parts, areas equipment, installation fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or about the occupy of the flats and as are assessments of necessary of the building.
7. The ultimate roof of the said building will be used by the purchasers commonly.
8. Lift.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(SPECIFICATION)

The General specification of the work for the First Party appended below:-

- STRUCTURE** : R.C.C. frame structure as per specification sanctioned in the Corporation and empanelled structural Engineer of the Kolkata Municipal Corporation.
- FLOOR FINISH** : All floors will be tiles finished.
- WALL FINISH** : Cement mortar plaster, exterior and interior wall, beam, columns, etc. plaster of Paris framing with standard quality materials to

all interior walls.

TOILET & KITCHEN : Two taps, one shower, one basin, one white Indian type pan/ western type commode will be provided for each toilet and the floor will be mosaic finished, wall will be of tiles upto 6' height and the wall will be finished with plaster of paris. On one side kitchen counter with black stone will be provided with approved quality sink.

WINDOWS : Steel frame with glass panel, window to be provided by the Developer and the window is to be guarded with M.S. Grills at flat Owners own cost as will be assessed by the Developers.

SANITARY AND PLUMBING : Full concealed and P.V.C. pipe lines will be as per corporation approval.

ELECTRICAL POINTS FITTINGS : a) Concealed P.V.C. conduits, standard quality copper wire will be provided.

b) Separate meters for all the flat Owners as well as for common use will be provided at extra cost to be paid by the flat Owners as will be assessed by the Developers. i) Bed rooms points, 2) light points, 1 fan points, 5 amp. Plug, ii) living cum dinning, 3 light points. 2 fan points, 5 amp. Plug point and calling bell, iii) kitchen : 2 light points and 5 amp. Plug, iv) toilet : 1 light point and 5amp. Plug.

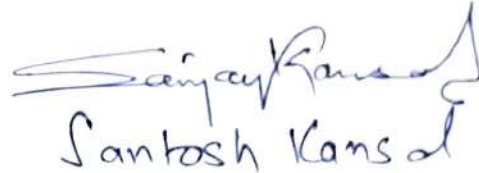
IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day, month, year first above written.

SIGNED, SEALED & DELIVERED

in the presence of :-

WITNESSES:

1. Md. Jwaish
F. 890. Laketown
Block-A. Kol- 700029.


Santosh Kansal

2. Uttam Kumar Singh
Sealdah court
Kolkata - 700014

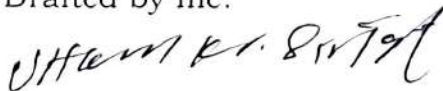
SIGNATURE OF THE OWNERS

Silver Villa Constructions Pvt. Ltd.


Director

SIGNATURE OF THE DEVELOPER

Drafted by me:



UTTAM KUMAR SINGH

Advocate
Sealdah Court Complex,
Room No. 101, 1st Floor,
Kolkata-700014
Enrolment No. F/26/199/07

SPECIMEN FORM FOR TEN FINGERPRINTS



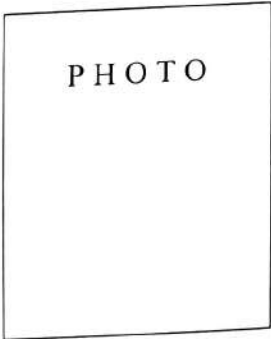
Sanjay Kansal

	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

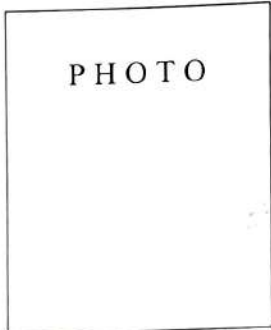


Santosh Kansal

	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Major Information of the Deed

Deed No :	I-1902-03328/2023	Date of Registration	13/03/2023
Deed No / Year	1902-2000640539/2023	Office where deed is registered	
Deed Date	11/03/2023 12:25:25 AM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	UTTAM KUMAR SINGH Thana : Entaly, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9830079802, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 2,69,67,125/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,030/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Chitpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Paik Para Row, , Premises No: 57, , Ward No: 004 Pin Code : 700037




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	7 Katha 13 Chatak 40 Sq Ft		2,56,17,125/-	Property is on Road
Grand Total :				12.9823Dec	0 /-	256,17,125 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	0/-	13,50,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		2000 sq ft	0 /-	13,50,000 /-	

Lord Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Shri SANJAY KANSAL Son of Late M P KANSAL Executed by: Self, Date of Execution: 13/03/2023 , Admitted by: Self, Date of Admission: 13/03/2023 ,Place : Office	 13/03/2023	 LTI 13/03/2023	 13/03/2023

403/1, DAKSHINDARI ROAD, ALCOVE GLORIA, TOWER 2, FLAT NO.9H, City:- , P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx3H, Aadhaar No: 72xxxxxxxx5794, Status :Individual, Executed by: Self, Date of Execution: 13/03/2023 , Admitted by: Self, Date of Admission: 13/03/2023 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Smt SANTOSH KANSAL Wife of Shri Sanjay Kansal Executed by: Self, Date of Execution: 13/03/2023 , Admitted by: Self, Date of Admission: 13/03/2023 ,Place : Office	 13/03/2023	 LTI 13/03/2023	 13/03/2023



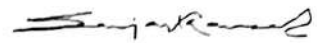
403/1, DAKSHINDARI ROAD, ALCOVE GLORIA, TOWER 2, FLAT NO.9H, City:- , P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ajxxxxxx7a, Aadhaar No: 81xxxxxxxx2059, Status :Individual, Executed by: Self, Date of Execution: 13/03/2023 , Admitted by: Self, Date of Admission: 13/03/2023 ,Place : Office

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature
1	SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED P-17, New CIT ROAD, 1ST FLOOR, City:- Kolkata, P.O:- BOWBAZAR, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700073 , PAN No.:: AAxxxxxx5L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Sanjay Kansal (Presentant) Son of Late M P Kansal Date of Execution - 13/03/2023, , Admitted by: Self, Date of Admission: 13/03/2023, Place of Admission of Execution: Office			
	Mar 13 2023 8:35PM	LTI 13/03/2023	13/03/2023
403/1, Dakshindari Road, Alcove Gloria, Tower -2, Flat No. 9H, City:- , P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxxx3h, Aadhaar No: 72xxxxxxxx5794 Status : Representative, Representative of : SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr UTTAM KUMAR SINGH Son of Late Shiv Sankar Singh Sealdah Court Complex, City:- , P.O:- Entally, P.S:-Entaly, District:-South 24- Parganas, West Bengal, India, PIN:- 700014			
	13/03/2023	13/03/2023	13/03/2023
Identifier Of Shri SANJAY KANSAL, Smt SANTOSH KANSAL, Mr Sanjay Kansal			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SANJAY KANSAL	SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED-6.49115 Dec
2	Smt SANTOSH KANSAL	SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED-6.49115 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri SANJAY KANSAL	SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED-1000.00000000 Sq Ft
2	Smt SANTOSH KANSAL	SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED-1000.00000000 Sq Ft

13-03-2023

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

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

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

Presented for registration at 18:33 hrs on 13-03-2023, at the Office of the A.R.A. - II KOLKATA by Mr Sanjay Kansal .

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 2,69,67,125/-

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

Execution is admitted on 13/03/2023 by 1. Shri SANJAY KANSAL, Son of Late M P KANSAL, 403/1, DAKSHINDARI ROAD, ALCOVE GLORIA, TOWER 2, FLAT NO.9H, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business, 2. Smt SANTOSH KANSAL, Wife of Shri Sanjay Kansal, 403/1, DAKSHINDARI ROAD, ALCOVE GLORIA, TOWER 2, FLAT NO.9H, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business

Indetified by Mr UTTAM KUMAR SINGH, , Son of Late Shiv Sankar Singh, Sealdah Court Complex, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

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

Execution is admitted on 13-03-2023 by Mr Sanjay Kansal,

Indetified by Mr UTTAM KUMAR SINGH, , Son of Late Shiv Sankar Singh, Sealdah Court Complex, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/03/2023 1:25PM with Govt. Ref. No: 192022230328481321 on 12-03-2023, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2078647417 on 12-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 40,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 115694, Amount: Rs.10.00/-, Date of Purchase: 02/02/2023, Vendor name: J

CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/03/2023 1:25PM with Govt. Ref. No: 192022230328481321 on 12-03-2023, Amount Rs: 40,020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2078647417 on 12-03-2023, Head of Account 0030-02-103-003-02



Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 109836 to 109869
being No 190203328 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.03.15 17:46:35 +05:30
Reason: Digital Signing of Deed.

Satyajit Biswas

(Satyajit Biswas) 2023/03/15 05:46:35 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)