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बीस रुपये

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Rs.20

TWENTY RUPEES

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

31AA 957207

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

District Sub-Registrar-V  
Alipore, South 24 Parganas

17 MAY 2023

**DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY made this the 15<sup>th</sup> Day of MAY, 2023 (Two Thousand Twenty Three)

**BETWEEN**

Julie Sarkar

15-05-23  
6-10 pm

SL. NO. 1367  
DATE  
NAME  
ADD.  
AMT. 20

11 APR 2022  
SHUVADIP CHAKRABORTY  
Advocate  
Calcutta High Court

**Real India**

Julie Sarkar  
Proprietor



V.C.T.#  
1234

Julie Sarkar



V.C.T.#  
1235

Biva Majumdar.



V.C.T.#  
1236

Rana Majumdar



V.C.T.#  
1237

Reena Ghosh.



V.C.T.#  
1238

Susanta Samal  
S/O Basu Dev Samal  
4/4 Kabi Sukanta Lane  
KOL-75.



*Mousumi Ghosh*

MOUSUMI GHOSH  
LICENCED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE

DISTRICT SUB REGISTRAR-V  
ALPHEE, SOUTH 24 PGS.  
15 MAY 2023

(1) **SMT. BIVA MAJUMDER (PAN: BTOPM7833B & Aadhaar No. 6747-5900-2158)**, wife of Late Nirode Baran Majumdar, by faith Hindu, by occupation Household duties, nationality Indian, residing at 3, Kabi Sukanta Lane, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas; (2) **SRI RANA MAZUMDAR alias RANA MAJUMDER (PAN: AEIPM4512K & Aadhaar No. 4664-8305-6360)**, son of Late Nirode Baran Majumdar, by faith Hindu, by occupation Service, nationality Indian, residing at 3, Kabi Sukanta Lane, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas and (3) **SMT. REENA GHOSH alias RINA GHOSH (PAN: ALSPG8080H & Aadhaar No. 7203-6715-9698)**, wife of Sri Subhankar Ghosh and daughter of Late Nirode Baran Majumder, by faith Hindu, by occupation Household duties, nationality Indian, residing at Flat No. 7, Ichamoti Apartment, 16, Maharaja Tagore Road, Post Office Dhakuria, Police Station Kasba, Kolkata - 700031, District South 24 Parganas, hereinafter collectively referred to as the "**OWNERS/GRANTORS**" (which term or expression shall unless excluded by the repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**

**AND**

**M/S. REAL INDIA**, a Proprietorship Firm having its office at 17C, New Santoshpur Main Road, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas, represented by its Sole Proprietor, **SMT. JULIE SARKAR (PAN: BWJPS3059K & Aadhaar No. 8774-4873-3869)**, wife of Sri Susanta Sarkar and daughter of Dinesh Majumder, by faith Hindu, by occupation Business, nationality Indian, residing at 4/4, Kabi Sukanta Lane, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER/ATTORNEY**" (which terms or expressions shall unless excluded by the repugnant to the context be deemed to mean and include its

Julie Sarkar

executors, administrators, legal representatives and/or assigns) of the  
**OTHER PART**

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

**Said Property:** **ALL THAT** piece and parcel of net land measuring about 3 (three) Cottah 7 (seven) Chittack 24.38 (twenty four point three eight) Square Feet, more or less, **together with** a 2 (two) storied pucca dwelling house measuring 2600 (two thousand) square feet, more or less, standing thereon, being Municipal Premises No. 23, Kabi Sukanta Lane (having Mailing Address: 3, Kabi Sukanta Lane), being Assessee No. 311042500232, comprised in C.S. Dag Nos. 749 and 750, corresponding R.S./L.R. Dag Nos. 504/1766 and 503, recorded under L.R. Khatian Nos. 1890, 1888 and 1889, in Mouza Santoshpur, J.L. No. 22, Sub-Registry Office at Sealdah, under Police Station Survey Park (formerly Purba Jadavpur), Kolkata-700075, within Ward No. 104 of the Kolkata Municipal Corporation (**KMC**), District of South 24 Parganas (hereinafter referred to as the **SAID PROPERTY**, morefully and particularly described in the **FIRST SCHEDULE** hereunder written);

**Background:** The Owners represent and warrant to the Developer regarding the title of the Said Property as follows:

**WHEREAS** by a Deed of Conveyance dated 1<sup>st</sup> June, 1955, registered in the Office of the Sub-Registrar, Alipore Sadar, recorded in Book No. I, Volume No. 77, being Deed No. 4205 for the year 1955, one Tarak Bala Dasi sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about 3 (three) Cottah, more or less, comprised in C.S. Dag No. 749, corresponding R.S./L.R. Dag No. 504/1766, recorded under R.S. Khatian Nos. 199, 200 and 201, in Mouza Santoshpur, J.L. No. 22, Sub-Registry Office at Sealdah, under Police Station Tollygunge (presently Survey Park), Kolkata-700075, presently within Ward No. 104 of the Kolkata Municipal Corporation, District of South 24 Parganas, unto and in favour of one Nirode Baran Majumder, free from all encumbrances.

**AND WHEREAS** by another Deed of Conveyance dated 14<sup>th</sup> December, 1966, registered in the Office of the Sub-Registrar of Alipore, recorded in Book No. I, Volume No. 160, at Pages 280 to 285, being Deed No. 9294 for the year 1966, one Prabhavati Gupta sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about 9 (nine) Chittack, more or less, comprised in C.S. Dag Nos. 749 and 750, corresponding R.S./L.R. Dag Nos. 504/1766 and 503, recorded under R.S. Khatian Nos. 199, 200 and 201, in Mouza Santoshpur, J.L. No. 22, Sub-Registry Office at Sealdah, under Police Station Tollygunge (presently Survey Park), Kolkata-700075, presently within Ward No. 104 of the Kolkata Municipal Corporation, District of South 24 Parganas, unto and in favour of said Nirode Baran Majumder, free from all encumbrances.

**AND WHEREAS** in the above mentioned circumstances said Nirode Baran Majumder has become the sole and absolute owner in respect of **ALL THAT** piece and parcel of land measuring about 3 (three) Cottah 9 (nine) Chittack, more or less, comprised in C.S. Dag Nos. 749 and 750, corresponding R.S./L.R. Dag Nos. 504/1766 and 503, recorded under R.S. Khatian Nos. 199, 200 and 201, in Mouza Santoshpur, J.L. No. 22, Sub-Registry Office at Sealdah, under Police Station Tollygunge (presently Survey Park), Kolkata-700075, presently within Ward No. 104 of the Kolkata Municipal Corporation, District of South 24 Parganas (hereinafter referred to as the **'Said Land'**), free from all encumbrances and constructed a 2 (two) storied building thereon.

**AND WHEREAS** said Nirode Baran Majumder, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 12<sup>th</sup> October, 1985, leaving behind him surviving his wife, Smt. Biva Majumder, 1 (one) son, Sri Rana Mazumdar *alias* Rana Majumder and 1 (one) daughter, Smt. Reena Ghosh *alias* Rina Ghosh, as his only legal heir and heiresses, who jointly and in equal share inherited the right, title and interest of Late Nirode Baran Majumder in the Said Land, free from all encumbrances.

**AND WHEREAS** in the above mentioned events and circumstances said (1) Smt. Biva Majumder, (2) Sri Rana Mazumdar *alias* Rana Majumder and (3) Smt. Reena Ghosh *alias* Rina Ghosh (collectively the Owners herein) have become the joint and absolute owners in respect of the Said Land and mutated their name in the records of the concerned Block Land and Land Reforms Officer, recorded under L.R. Khatian Nos. 1888, 1890 and 1889, respectively and the said Owners have also mutated their name in the records of the Kolkata Municipal Corporation under Assessee No. 311042500232, free from all encumbrances and the Said Land is presently known and numbered as Municipal Premises No. 23, Kabi Sukanta Lane (having Mailing Address: 3, Kabi Sukanta Lane).

**AND WHEREAS** by a Boundary Declaration dated 15<sup>th</sup> February, 2023, registered in the Office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2023, at Pages 70909 to 70919, being Deed No. 160302217 for the year 2023, the Owners declare and confirm the boundary and physical measurement of the Said Land to be **ALL THAT** piece and parcel of net land measuring about 3 (three) Cottah 7 (seven) Chittack 41.516 (forty one point five one six) Square Feet, more or less, being Municipal Premises No. 23, Kabi Sukanta Lane (having Mailing Address: 3, Kabi Sukanta Lane), being Assessee No. 311042500232, comprised in C.S. Dag Nos. 749 and 750, corresponding R.S./L.R. Dag Nos. 504/1766 and 503, recorded under L.R. Khatian Nos. 1890, 1888 and 1889, in Mouza Santoshpur, J.L. No. 22, Sub-Registry Office at Sealdah, under Police Station Survey Park (formerly Purba Jadavpur), Kolkata-700075, within Ward No. 104 of the Kolkata Municipal Corporation, District of South 24 Parganas.

**AND WHEREAS** by a Registered Undertaking (Strip of Land) dated 15<sup>th</sup> February, 2023, registered in the Office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2023, at Pages 71052 to 71063, being Deed No. 160302218 for the year 2023, the Owners have gifted a strip of land measuring about 17.136 (seventeen point one three six) square feet, more or less, out of the Said Land in favour of

Kolkata Municipal Corporation and remained the joint and absolute owners in respect of the Said Property, i.e. **ALL THAT** piece and parcel of net land measuring about 3 (three) Cottah 7 (seven) Chittack 24.38 (twenty four point three eight) Square Feet, more or less, **together with** a 2 (two) storied pucca dwelling house measuring 2600 (two thousand) square feet, more or less, standing thereon, being Municipal Premises No. 23, Kabi Sukanta Lane (having Mailing Address: 3, Kabi Sukanta Lane), being Assessee No. 311042500232, comprised in C.S. Dag Nos. 749 and 750, corresponding R.S./L.R. Dag Nos. 504/1766 and 503, recorded under L.R. Khatian Nos. 1890, 1888 and 1889, in Mouza Santoshpur, J.L. No. 22, Sub-Registry Office at Sealdah, under Police Station Survey Park (formerly Purba Jadavpur), Kolkata-700075, within Ward No. 104 of the Kolkata Municipal Corporation, District of South 24 Parganas and the said Owners are in absolute and unhindered possession of the Said Property, free from all encumbrances.

**AND WHEREAS** said Owners have caused a building Plan sanctioned and/or approved by the KMC bearing Building Permit No. 2022110492 dated 21/03/2023 (**Building Plan**) for construction of a three storied building upon the land of the Said Property.

**AND WHEREAS** in the above mentioned events and circumstances the said Owners have become the joint and absolute owners in respect of the Said Property, free from all encumbrances.

**AND WHEREAS** the Owners being desirous of developing the Said Property by demolishing the existing structures/buildings and by constructing multistoried building/s (**New Building**) thereon. The Developer herein has approached the Owners to entrust the said work of development of the Said Property which the Owners have agreed and both the parties jointly agreed to record herein the terms and conditions to avoid any future disputes and differences.

**ARTICLE-I**  
**DEFINITION**

In this Agreement, the words put in brackets and in bold print define the word, phrase and expression immediately preceding. Further to the above in this agreement unless it is found contrary or repugnant to the context: -

1. **"OWNERS"** shall mean (1) **SMT. BIVA MAJUMDER**, wife of Late Nirode Baran Majumdar, by faith Hindu, by occupation Household duties, nationality Indian, residing at 3, Kabi Sukanta Lane, Post Office Sontoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas; (2) **SRI RANA MAZUMDAR alias RANA MAJUMDER**, son of Late Nirode Baran Majumdar, by faith Hindu, by occupation Service, nationality Indian, residing at 3, Kabi Sukanta Lane, Post Office Sontoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas and (3) **SMT. REENA GHOSH alias RINA GHOSH**, wife of Sri Subhankar Ghosh and daughter of Late Nirode Baran Majumder, by faith Hindu, by occupation Household duties, nationality Indian, residing at Flat No. 7, Ichamoti Apartment, 16, Maharaja Tagore Road, Post Office Dhakuria, Police Station Kasba, Kolkata - 700031, District South 24 Parganas.
  
2. **"DEVELOPER"** shall mean **M/S. REAL INDIA**, a Proprietorship Firm having its office at 17C, New Santoshpur Main Road, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas, represented by its Sole Proprietor, **SMT. JULIE SARKAR**, wife of Sri Susanta Sarkar and daughter of Dinesh Majumder, by faith Hindu, by occupation Business, nationality Indian, residing at 4/4, Kabi Sukanta Lane, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas.



3. **"SAID PROPERTY"** shall mean **ALL THAT** piece and parcel of net land measuring about 3 (three) Cottah 7 (seven) Chittack 24.38 (twenty four point three eight) Square Feet, more or less, **together with** a 2 (two) storied pucca dwelling house measuring 2600 (two thousand) square feet, more or less, standing thereon, being Municipal Premises No. 23, Kabi Sukanta Lane (having Mailing Address: 3, Kabi Sukanta Lane), being Assessee No. 311042500232, comprised in C.S. Dag Nos. 749 and 750, corresponding R.S./L.R. Dag Nos. 504/1766 and 503, recorded under L.R. Khatian Nos. 1890, 1888 and 1889, in Mouza Santoshpur, J.L. No. 22, Sub-Registry Office at Sealdah, under Police Station Survey Park (formerly Purba Jadavpur), Kolkata-700075, within Ward No. 104 of the Kolkata Municipal Corporation, District of South 24 Parganas, morefully described in the **FIRST SCHEDULE** hereunder.
4. **"BUILDING PLAN"** shall mean and include the building Plan having Building Permit No. 2022110492 dated 21/03/2023 sanctioned and/or approved by the Kolkata Municipal Corporation for construction of the proposed New Building as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
5. **"NEW BUILDING"** shall mean the 3 (three) storied building to be constructed in the Said Property according to the sanctioned Building Plan.
6. **"OWNERS' ALLOCATION"** shall mean and include (1) one residential Flat on the Ground Floor (southern side) measuring built-up area of 493 (four hundred and ninety three) square feet, more or less, corresponding super built-up area of 617 (six hundred and seventeen) square feet, more or less and one residential Flat on the First Floor (northern side) measuring built-up area of 672 (six hundred and seventy two) square feet, more or less, corresponding super built-up area of 840 (eight hundred and forty) square feet, more or less, out of

the proposed New Building to be constructed on the land of the Said Property **together with** undivided proportionate share in the land and undivided proportionate share in the Common Areas And Facilities and (2) Owerty money amounting to Rs. 37,00,000/- (Rupees Thirty Seven Lakh only) to be paid on or before handing over the Owners' Allocation, morefully described in the PART-I of the FOURTH SCHEDULE hereunder.

7. **"DEVELOPER'S ALLOCATION"** shall mean and include remaining portion of the New Building **save and except** the Owners' Allocation to be constructed on the land of the Said Property and include undivided proportionate share in the land and undivided proportionate share in the Common Areas And Facilities, morefully described in the **PART-II** of the **FOURTH SCHEDULE** hereunder.
8. **"TRANSFEREE/BUYER"** shall mean a person, firm, limited company, association of persons, to whom any flat/room or space is transferred/sold at the said New Building that will be constructed on the Said Property.
9. **"COMMON AREAS AND FACILITIES"** shall mean and include all the common portions and facilities, morefully described in the **SECOND SCHEDULE** hereunder in the New Building and/or the Said Property.
10. **"COMMON EXPENSES"** shall mean the expenses required for common benefit of the Transferee/Buyers morefully described in the **THIRD SCHEDULE** hereunder.
11. **"CONSTRUCTED AREA"** shall mean the space in the building available for independent use and occupation including the space demarcated for common facilities and services as per the sanctioned Building Plan.

12. "ARCHITECT" shall mean any qualified person or persons or firm appointed or nominated by the Developer as Architect for construction of the said New Building.

SINGULAR shall include plural and vice versa.

MASCULINE shall include Feminine and vice versa.

## ARTICLE- II

### THE REPRESENTATION OF THE OWNERS

1. The Owners are absolutely seized and possessed of and/or well and sufficiently entitled to the Said Property and have good marketable title of the Said Property and the Said Property is free from all encumbrances, liens, charges and attachments. The Owners further declare that the Owners did not entered into any development agreement or any agreement for sale with any third party in respect of the Said Property and shall not in the future enter into any other agreement with any third party in respect of the same during the subsistence of this Agreement.
2. There is no impediment of any nature whatsoever for the Owners to enter into this agreement and to entrust the work of Development of the Said Property unto and in favour of the Developer as per the terms of this Agreement.
3. The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, costs, proceedings, claims, losses, damages or liabilities (whether criminal or civil) suffered by the Developer in relation to any defect in the right, title and interest of the Owners in the Said Property and/or any encumbrance or liability whatsoever thereon and those resulting from breach of this Agreement by the Owners and any breach resulting in any successful claim by any third party in connection with the above.

**ARTICLE-III**  
**COVENANTS OF THE OWNERS**

1. The Owners hereby appoint the Developer as the exclusive Builder and/or promoter, subject to what has been hereunder provided, for the purpose of the development of the Said Property and/or construction of the New Building as per the said Building Plan as per the scheme of development as expressly contained in this Agreement. The Developer hereby accepts and confirms the above by executing these presents.
2. In consideration of the cost of construction of the New Building being borne and paid by the Developer, the Owners hereby expressly authorize and give absolute authority to the Developer to negotiate for sale or deal within any manner whatsoever with the Developer's Allocation in the said New Building in the Said Property **save and except** the areas allotted for the Owners and receive the full consideration price in respect of the said constructed space of the Developer's share in the said New Building and to give full and valid discharge thereof.
3. The Developer shall be entitled to execute agreement for sale, to accept money from the intending purchaser and to give good valid discharge for the sale for the Developer's Allocation and appropriate the entire consideration therefor.
4. The Owners shall be fully liable for payment of all outstanding Municipal and other taxes and levies in respect of the Said Property.
5. The Owners hereby grant to the Developer and/or its nominees necessary Power of Attorney (as mentioned in the **Sixth Schedule** given hereunder) for the purpose of (i) getting the Building Plans sanctioned / revalidated / modified / altered/ extended by the Planning Authorities and obtaining all necessary permissions from

different authorities in connection with construction of the New Building/s and (ii) for construction of the New Building and booking and sale of all the flats and spaces in the New Building falls within the Developer's Allocation to prospective purchasers.

6. The Developer shall be responsible to keep the Owners' Allocation secured from entry of trespassers or any other person who has no legal right over possession on the Owners' Allocation.
7. That the Owners shall be entitled to the Owners' Allocation in accordance with the terms and conditions alongwith undivided share in the land, common parts, areas, and common facilities and amenities.
8. That the Developer shall be entitled to Developer's Allocation in accordance with the terms and conditions alongwith undivided share in the land, common parts, areas, and common facilities and amenities.
9. That the Owners and Developer shall become absolutely entitled to their respective allocations and one will not interfere with the right of others in the enjoyment of peaceful possession thereof.
10. That the Developer shall have exclusive right to demolish all the existing structure standing on the Said Property. It is absolutely made clear that the Developer shall be entitled to the entire amount realized from the sale of the scrap/debris of the existing structure, if any standing on the Said Property.
11. Simultaneously with the execution of this Agreement the Owners have handed over the khas, vacant and peaceful permissive possession of the Said Property to the Developer and the Owners have also handed over all the original title documents in respect of the Said Property in favour of the Developer.

12. God forbid if any of the Owner dies during the subsistence of this Agreement his/her legal heirs or testamentary successors or executor as the case may be, shall be bound by this Agreement and the legal heirs/representatives of the said deceased Owner shall be duty bound to grant Power of Attorney as may be required by the Developer unconditionally without raising any objection or hindrance thereto. Otherwise this shall be treated as default on the part of the Owners herein and the time limit for completion of the New Building shall be extended accordingly without hindering the other rights of the Developer agreed/granted herein.

**ARTICLE-IV**  
**COVENANTS OF THE DEVELOPER**

1. In consideration of the Owners permitting and/or allowing the Developer herein to develop the Said Property in the manner and upon terms and conditions recorded in this Agreement, the Developer shall at its own risk and responsibility develop the Said Property and construct the New Building thereon in accordance with the sanctioned Building Plan with the help of the Architect as may be appointed by the Developer from time to time.
2. The Developer herein shall be entitled to represent the Owners before the Kolkata Municipal Corporation and all other government authorities and/or departments, as may from time to time be necessary, or required for the purpose of obtaining sanctioned building plan/s and/or for carrying out the Development work and/or construction of the said New Building subject to the power of attorney granted to the Developer by the Owners for the same.
3. The Developer herein shall be entitled to apply for and obtain all necessary sanctions, permission and/or clearance certificate from the

appropriate Government authorities and/or department as may from time to time be necessary or required.

4. The Developer herein shall pay and bear and be liable to and/or responsible for the cost, charges and expenses for the development of the Said Property and/or for the construction of the proposed New Building and in this respect, the Developer hereby agreed to keep the Owners absolutely indemnified and harmless.
5. The Developer shall be strictly bound to complete the entirety of the New Building and to the full satisfaction of the Owners in terms of the Building Plan.
6. The Developer shall have the sole, exclusive and absolute right to recover their cost of construction and profits from sale of the Developer's Allocation.
7. The Developer hereby agrees and covenants with the Owners not to violate any of the provisions of the rules applicable to the construction of the said New Building.
8. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners will be prevented from enjoying, selling assigning, disposing of the Owners' Allocation or any part of it.
9. The Developer shall complete the construction and make the New Building habitable and handover the Owners' Allocation within 18 (eighteen) months [which may be extended for a further period of 6 (six) months] from the date of this Agreement, unless prevented by the circumstances of Force Majeure described hereunder. After the completion of the Owners' Allocation, the Developer will issue an intimation to take possession of the Owners' Allocation in favour of the Owners in writing via Speed Post/ Registered Post and the Owners

shall be bound to take the possession of the Owners' Allocation within 7 (seven) days of the intimation and if the Owners fail to take delivery of the Owners' Allocation within the stipulated time then it shall be deemed that satisfactory physical possession of the Owners' Allocation has been handed over to the Owners by the Developer on the seventh day from the date of said intimation and the Developer shall have no responsibility with regard to the Owners' Allocation thereafter.

10. The Developer shall be liable to obtain a secured adequate load of electricity in the said New Building for operation of common services and in the Common Areas And Facilities. The Developer shall also be liable to obtain at its cost, power supply including the cost of transformer upto the main supply point in the Said Property **PROVIDED THAT** the cost for obtaining individual connections by the Transferee/Buyers in respect of their concerned unit/s shall be borne by the Transferee/Buyers.
11. The Developer shall obtain and secure drainage connection and arrange for adequate volume of water supply in the said New Building.
12. The Developer shall grant a sum of Rs. 10,000/- (Rupees ten thousand) per month to Owner No. 2 herein on account of all the Owners herein as shifting charges till handing over of the deemed possession or actual possession of the Owners' Allocation as per clause no. 9 hereinabove.

#### **ARTICLE-V**

#### **TERMINATION/CANCELLATION**

1. In case the Developer fails to construct and complete the New Building within completion time as contemplated hereinabove then and in such event, the Developer shall be entitled to a further grace period of 12 (twelve) months subject to the Developer paying the



"delay penalty/amount" and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owners and the Developer as may be agreed in the Unit/Flat Transfer Agreement during such extended grace period of 12 (twelve) months. Even if the Developer fails to complete the construction of the New Building within the further grace period of 12 (twelve) months as aforesaid, then the Owners will be entitled to rescind this Agreement in due course of Law.

2. That should the Owners delay and/or default and/or fail to perform any of their obligations and/or maintain any of the covenants mentioned hereinabove, in that case and on that event the Developer shall be at liberty to seek for specific performance of this contract and claim for damage or rescind this Agreement. Without curtailing the right of the Developer to seek specific performance, if the Developer decides to terminate this Agreement, then on such termination the Owners shall be bound to refund the said Owelty Money (if paid) together with 12% (twelve percent) interest per annum.
3. None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided in Article-VII hereunder. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

**ARTICLE-VI**  
**BUILDING**

1. The Developer shall at its own cost erect and complete the construction of the said New Building at the Said Property in

accordance with the sanctioned Building Plan with standard materials as per the specifications mentioned in **Fifth Schedule** hereunder.

2. The Developer shall install, erect at the said New Building, at its own cost pump sets, sewerages, storage tanks, overhead reservoirs, concealed electric wiring, fitting and installations and other facilities, as are required to be provided in a residential building having self-contained apartments.
3. The Developer shall be authorized as and when necessary to apply for and obtain quotas, entitlements, and other allocation of cement and all types of tools, bricks and other building materials and accessories for the construction of the said New Building and to similarly apply for and obtain connection of water, drainage, sewerage, and/or other inputs and facilities as may be required from time to time for the constructions of the said New Building.
4. As soon as the said New Building is completed, the Developer shall give written notice to the Owners about the completion of the construction of the said New Building in terms of this Agreement and the sanctioned Building Plan thereof.
5. The Owners and the Developer shall keep each other indemnified against all legitimate claims actions demand costs charges and expenses which may be consequent upon a default by the Owners or the Developer on their behalf.
6. After the completion and transfer of the said New Building, all the Transferee/Buyers of the New Building shall form a registered Association. Each Transferee/Buyer shall also be responsible to pay and bear and shall forthwith pay on demand to the Association the Common Expenses for maintaining the Common Areas And Facilities in the Said Property payable proportionately in respect of the flats allotted to them.

7. That the name of the New Building to be constructed on the Said Property will be decided solely by the Developer at the Developer's discretion and the Owners shall have no objection regarding the same.

**ARTICLE-VII**  
**MISCELLANEOUS**

1. The Owners and the Developer have entered into this Agreement purely upon principle to principle basis and nothing herein contained shall in any manner be deemed or construed as a partnership between the parties nor shall the parties hereto constitute as association of persons.
2. The entitlement of the Owners inter-se in the Owners' Allocation shall be corresponding to their respective share of ownership in the Said Property.
3. The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavor to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.
4. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal, in terms of the Arbitration and Conciliation Act, 1996. The Owners shall appoint an Arbitrator for themselves and the Developer shall appoint an Arbitrator for itself and the Chairman of

the Arbitration Tribunal to be jointly appointed by the said 2 (two) Arbitrators appointed by the Owners and the Developer as mentioned above.

**ARTICLE-VIII**  
**COMMON RESTRICTIONS**

The Owners' and the Developer's Allocation in the proposed New Building shall be subject to the following restrictions and use:

1. Neither party shall use or permit to be used with the respective allocation in the building or any part or portion thereof for carrying on any obnoxious, illegal and immoral trade or activity and not be use the same for any purpose which may cause any nuisance or hazard to the occupiers of the New Building.
2. Neither party shall demolish or permit demolishing of any wall or other structure in their respective allocation or any portion thereof and make any structural alteration after completion of the project without the written permission of the Association.
3. Both parties shall abide by all the laws, byelaws, and Rules & regulations of the Government, statutory Bodies and/or local bodies as the case may be.

**ARTICLE- IX**  
**FORCE MAJEURE**

1. The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as **(1)** acts of God **(2)** acts of nature **(3)** acts of war **(4)** fire **(5)** insurrection **(6)** terrorist action **(7)** civil unrest **(8)** riots **(9)** non availability or reduced availability of building materials **(10)** strike by

material suppliers, transporters, contractors, workers and employees (11) delay in receiving statutory permissions (12) delay in the grant of electricity, water, sewerage and drainage connection (13) delay in the grant of any permission or sanction by the Government or any statutory authority (14) any notice, order of injunction, litigation, attachments, etc. (15) any rule or notification of the Government or any other public authority and (16) any act of Government such as change in legislation or enactment of new law or restrictive laws or regulations (collectively **FORCE MAJEURE**). However, on happening of any of the events of Force Majeure (as mentioned above), the concerned Party shall immediately inform the other Party in writing.

2. If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits (if any) for the performance of such obligations shall be extended accordingly.

**ARTICLE-X**  
**RATES AND TAXES**

1. The Owners hereby agree and undertake to pay all outstanding rates and taxes and other dues payable to the concerned local authority or to any Government or Semi-Government authority or to any statutory body or any local authority in respect of the Said Property till the date of handing over of possession of the Said Property to the Developer and the Developer shall pay the same from the date of taking possession till the expiry of this agreement. After handing over possession of the Owners' Allocation, the Developer and the Owners shall be liable to pay the rates and taxes and other levies in respect of their final allocation settled between the Owners and the Developer.

2. The Owners hereby indemnify and shall keep the Developer fully indemnified against all losses and damages which the Developer may incur due to non-payment of the said amount of taxes and/or other statutory liabilities of the Owners.
3. The Developer and/or buyer and/or the transferee of the flats in the new building shall bear and pay the proportionate amount on the municipal taxes pertaining to their respective floor area after getting possession of their respective units.

#### **ARTICLE-XI**

##### **NOTICE**

1. Any notice, demand or other communication required or authorized to be given by any Party under this Agreement or for the purpose hereof to the other party, shall be in writing and sent by registered/speed post, facsimile or e-mail addressed to the other party at the address stated hereunder or such other address as may be specified subsequently by notice in writing and any such notice shall operate and be deemed to have been served at the expiration of seven working days after it is posted in the case of registered airmail/speed post and at the expiration of 48 hours in case of e-mail.

The address of service of notice upon the Owners shall be:

Name: **Sri Rana Mazumdar alias Rana Majumder**

Address: 3, Kabi Sukanta Lane, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas

The address of service of notice upon the Developer shall be -

Name: **Smt. Julie Sarkar**, Proprietor of **M/s. Real India**

Address: 4/4, Kabi Sukanta Lane, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas

**FIRST SCHEDULE****SAID PROPERTY**

**ALL THAT** piece and parcel of net land measuring about 3 (three) Cottah 7 (seven) Chittack 24.38 (twenty four point three eight) Square Feet, more or less, **together with** a 2 (two) storied pucca dwelling house measuring 2600 (two thousand) square feet, more or less, standing thereon, being Municipal Premises No. 23, Kabi Sukanta Lane (having Mailing Address: 3, Kabi Sukanta Lane), being Assessee No. 311042500232, comprised in C.S. Dag Nos. 749 and 750, corresponding R.S./L.R. Dag Nos. 504/1766 and 503, recorded under L.R. Khatian Nos. 1890, 1888 and 1889, in Mouza Santoshpur, J.L. No. 22, Sub-Registry Office at Sealdah, under Police Station Survey Park (formerly Purba Jadavpur), Kolkata-700075, within Ward No. 104 of the Kolkata Municipal Corporation, District of South 24 Parganas **together also with** the benefit of the sanctioned Building Plan and the Said Property is butted and bounded as follows:

- On the North** : By Municipal Road
- On the East** : By C.S. Dag Nos. 749(P) and 750(P)
- On the South** : By C.S. Dag No. 452
- On the West** : By C.S. Dag No. 749(P)

**SECOND SCHEDULE****COMMON AREAS AND FACILITIES**

- 1) Foundation, beams vertical and lateral supports main walls, common walls, boundary walls, main entrance/gate of the New Building.
- 2) Main gate of the Said Property.

- 3) Installation common services viz. electricity water, pipes and sewerage, rain water pipes.
- 4) Water Pump with motor and pump room.
- 5) Underground Reservoir/s.
- 6) Overhead Tanks and the top roof of the New Building.
- 7) Common staircases, landing, lobbies, etc.
- 8) Lighting in the common space, passages, staircase including fixtures and fittings.
- 9) Common Meter box.
- 10) Fire fighting systems (if any).
- 11) Open space surrounding the said New Building.
- 12) All other parts of the said New Building the necessary for its existences, maintenance and safety for normally in common use of the Transferee/Buyers.

**THIRD SCHEDULE**  
**COMMON EXPENSES**

- a) The expenses of maintaining and repairing the main structure, main walls, top floor roof and in particular, the main water pipes, waste water pipes water lines, water tanks, etc. of the building and electrical lines for common lights and pump.
- b) The cost of cleaning and lighting the passages staircase, top floor roof etc. and other parts of the building used by the buyers in common



with all the owners and occupiers of the flats and spaces of the New Building.

- c) Reasonable salaries of a sweepers and darwans for the Common Areas And Facilities.
- d) All expenses of Common services and in connection with Common Areas And Facilities as mentioned above.
- e) All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas And Facilities.
- f) All other expenses and/or outgoing as are incurred by all the flat owners and/or Association for the common purposes.

#### **FOURTH SCHEDULE**

##### **PART-I**

#### **OWNERS' ALLOCATION**

**ALL THOSE** (1) one residential Flat on the Ground Floor (southern side) measuring built-up area of 493 (four hundred and ninety three) square feet, more or less, corresponding super built-up area of 617 (six hundred and seventeen) square feet, more or less and one residential Flat on the First Floor (northern side) measuring built-up area of 672 (six hundred and seventy two) square feet, more or less, corresponding super built-up area of 840 (eight hundred and forty) square feet, more or less, out of the proposed New Building to be constructed on the land of the Said Property together with undivided proportionate share in the land and undivided proportionate share in the Common Areas And Facilities and (2) Owerty money amounting to Rs. 37,00,000/- (Rupees Thirty Seven Lakh only) to be paid on or before handing over the Owners' Allocation. It is noted that no monetary transaction is done between the Parties hereof on or before execution of this Development Agreement.

**PART-II**  
**DEVELOPER'S ALLOCATION**

**ALL THOSE** remaining portion of the New Building **save and except** the Owners' Allocation to be constructed on the land of the Said Property and include undivided proportionate share in the land and undivided proportionate share in the Common Areas And Facilities.

**FIFTH SCHEDULE**  
**GENERAL SPECIFICATION OF WORKS**

Brick Work	: Brick work of 0'-8", 0-5" and 0-3" with specified plaster;
Flooring	: Flooring of Vitrified Tiles
Doors	: Commercial flush doors shutters. One latch in main door;
Windows	: All windows will be made of aluminium fitted with sliding glass panels
Kitchen	: Granite platform with a sink and one colour glazed tiles up to 3'-0' Feet height above the platform;  1 [one] steel sink in kitchen.
Toilet	: One coloured glazed tiles up to 6'-0' height, one pan, shower, one bibcock, one wash basin;
Interior wall coats	: All the interior walls will be finished with a coat of POP or wall putty.
Outside wall paint	: Weather coat paints on outside walls.
Electric Meter	: Charges of procurement of the individual electric meter, proportionate charges for main meter and Transformer [if any] will be borne by the individual flat owner;
Electrical Wiring	: a) Concealed Wiring in all Flats [Copper electrical wiring].  b) Each Flat will be provided with the following

	<p>electrical Points with standard switch.</p> <ul style="list-style-type: none"> <li>❖ Bed Room: 2 [Two] Light Points, 1 [One] Fan Point, 2 [Two] Plug Point [5 amp.]</li> <li>❖ Dining/Drawing: 2 [Two] Light Points, 2 [Two] Fan Point, 2 [Two] Plug Point [5 amp.]</li> <li>❖ Kitchen: 1 [One] Light Point, 1 [One] Exhaust Fan Point, 1 [One] Plug Point [15 amp.]</li> <li>❖ Common Toilet (if any): 1 [One] Light Point, 1 [One] Exhaust Fan Point</li> <li>❖ Attached Toilet: 1 [One] Light Point, 1 [One] Exhaust Fan Point, 1 [One] Geyser Point</li> <li>❖ Verandah: 1 [One] Light Point</li> <li>❖ Entrance: Door Bell Point.</li> </ul>
Extra Works	: Any extra work other than standard specification Shall be charged extra and such amount shall be Deposited before the execution of such work;
Water Supply	: 24 hours water supply will be provided by KMC water supply.

**SIXTH SCHEDULE**

**POWER OF ATTORNEY**

**NOW KNOW YE ALL MEN BY THESE PRESENTS** that we, the **Owners/Grantors** abovenamed, (1) **SMT. BIVA MAJUMDER**, wife of Late Nirode Baran Majumdar, by faith Hindu, by occupation Household duties, nationality Indian, residing at 3, Kabi Sukanta Lane, Post Office Sontoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas; (2) **SRI RANA MAZUMDAR alias RANA MAJUMDER**, son of Late Nirode Baran Majumdar, by faith Hindu, by occupation Service, nationality Indian, residing at 3, Kabi Sukanta Lane, Post Office Sontoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas and (3) **SMT. REENA GHOSH alias RINA GHOSH**, wife of Sri Subhankar Ghosh and

daughter of Late Nirode Baran Majumder, by faith Hindu, by occupation Household duties, nationality Indian, residing at Flat No. 7, Ichamoti Apartment, 16, Maharaja Tagore Road, Post Office Dhakuria, Police Station Kasba, Kolkata - 700031, District South 24 Parganas, do hereby make nominate constitute retain and appoint and have made nominated constituted retained and appointed the said **M/S. REAL INDIA**, a Proprietorship Firm having its office at 17C, New Santoshpur Main Road, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas, represented by its Sole Proprietor, **SMT. JULIE SARKAR (PAN: BWJPS3059K & Aadhaar No. 8774-4873-3869)**, wife of Sri Susanta Sarkar and daughter of Dinesh Majumder, by faith Hindu, by occupation Business, nationality Indian, residing at 4/4, Kabi Sukanta Lane, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas (hereinafter referred to as the said "**Attorney**") as our true and lawful Attorney to act in our name, on our behalf and on our account and to do all or any of the acts deeds matters and things relating to the Said Property namely:

- (1) **Sanction, Revalidation, Modification, Extension and Alteration of Building Plans and Other Statutory Compliances:** To cause sanction, revalidation, modification, extension and alteration of the Building Plan/s to be prepared and submitted by appointing an qualified person/ architect and structural engineer and then to have the same sanctioned and/or revalidated and/or modified and/or extended and/or altered and/or revised by the KMC and the Other Authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and re-validation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from the KMC and the Other Authorities.
- (2) **Dealing with Authorities:** To deal with all authorities including but not limited to KMC and the Other Authorities for sanction, modification, alteration, extension, revision and re-validation of the

Building Plans and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required and cause gift of portion of the Said Property in favour of KMC and the Other Authorities for road widening or any other necessities, as be required by the Attorney.

- (3) **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.
- (4) **Regulatory Clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under the Urban Land (Ceiling & Regulations) Act, 1976 and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
- (5) **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the New Building on the Said Property.
- (6) **Construction:** To construct temporary sheds and godowns for storage of building materials and running of site office and to construct the New Building and/or any other structure on the Said Property, in accordance with the Development Agreement.
- (7) **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Owners/Grantors.
- (8) **Signing and Execution:** To sign, execute, modify, cancel, alter, draw, submit and present for registration and have registered before the

concerned authorities all papers, documents, declarations, affidavits, applications, returns, confirmations and consents for and in connection with sanction, modification, alteration, revision and re-validation of the Building Plans and to have the same registered and obtain all permissions and clearances as may be required for the same.

- (9) **Mortgage:** To obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof and can sign and execute all documents in this behalf from time to time and arrange for registration of the same from the appropriate authority.
- (10) **Acceptance of Papers:** To accept notices and service of papers from KMC, Fire Brigade, Competent Authority under the Urban Land Ceiling and Regulation Act, 1996, Airport Authority, Police, both Civil Court and Criminal Courts, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
- (11) **Granting Receipts:** To receive and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
- (12) **Land Revenue:** To make payment of upto date land revenue/KMC/local authority taxes in respect of the Said Property by way of approaching the concerned authorities and obtaining necessary orders for such payment and to collect receipts thereof.
- (13) **Outgoings:** To pay all outgoings, including KMC Taxes etc. in respect of the Said Property/New Building and to collect receipts therefor.
- (14) **Mutation:** To take all necessary steps and to sign and submit all papers, applications and documents to record the Owners/Grantors name as owners of the Said Property in the office of KMC, concerned Land Reforms Department, local authorities and/or any other

concerned authorities and to pay fees, costs and charges for that purpose.

- (15) **Land Conversion:** To take all necessary steps and to sign and submit all papers, applications and documents in connection with change of the nature and character of land contained in the Said Property *inter alia* by way of approaching the Land Reforms Department and/or any other concerned authorities and obtaining necessary orders for conversion of the Said Property as may be required or deemed fit by the Attorney and thereafter paying fees and charges for the same.
- (16) **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Property.
- (17) **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
- (18) **Negotiation and Sale:** To negotiate for sale and sell the Units in the New Building, comprised in the Developer's Allocation (as defined in the Development Agreement including any future supplementation/s and as per the terms therein), to the intending purchasers, on terms and conditions as be deemed fit by the Attorney and to prepare, sign, execute and deliver agreements, conveyances and other instruments in this regard.
- (19) **Receive Payments:** To receive all payments with regard to the sale of the Units in the New Building falls within the Developer's Allocation to the intending purchasers and acknowledge receipt of the payments.
- (20) **Permissions and Clearances:** To apply for and obtain all kind of permissions and clearances required for entering into such agreements, conveyances and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the Units

in the New Building falls within the Developer's Allocation to the Intending Purchasers.

- (21) **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated declarations, gift in favour of KMC and/or Other Authorities as may be required, all agreements, conveyances and other instruments as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of said declarations, said Gift Deed in favour of KMC and/or Other Authorities, agreements, conveyances and other instruments for sale of the Units in the New Building falls within the Developer's Allocation.
- (22) **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the Said Property and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc.
- (23) **AND GENERALLY** to do all that is or may be necessary for carrying out the development of the "Said Property" and/or construction of the proposed building complex thereat and as our said Attorney shall think proper;

**A N D** it is clarified that nothing herein contained shall authorize the Attorney to give consent on behalf of the Owners/Grantors to the Developer in respect of any matter contained in these presents which require the Developer to take consent of the Owners nor to represent the Owners in any claim, dispute or legal proceeding by or against the Developer or persons claiming through it.

**A N D** the Owners/Grantors abovenamed do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorney, lawfully do.



IN WITNESS WHEREOF the Parties have executed and delivered this Development Agreement And Power Of Attorney on the date mentioned above.

WITNESSES:

1. Susanta Samanta  
4/4 Kabi Sukanta Lane,  
KOL-75.
1. Bira Majumdar.
2. Rane Rajmudas
3. Reena Ghosh.

2. Ajay G Bhowik  
4, Green Place  
KOL-1

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OWNERS/GRANTORS

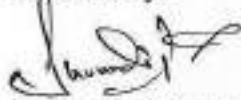
**Real India**

Julie Sarkar  
Proprietor

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DEVELOPER/ATTORNEY

Drafted by:



Shuvadip Chakraborty  
Advocate  
High Court at Calcutta  
F/184/14



SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Photo & Signature of the executants and/or witnesses



Biva Majumder

	Ring	Middle	Fore	Little
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Rama Majumder

Little	Middle	Fore	Ring	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Reena Ghosh

Ring	Middle	Fore	Little	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Julia Sarpan

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				







Government of West Bengal



Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16302001156871/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt BIVA MAJUMDER 3, Kabi Sukanta Lane, City:- Not Specified, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700075	Land Lord			Biva Majumder 15/05/2023
2	Mr RANA MAZUMDAR Alias Mr RANA MAJUMDER 3, Kabi Sukanta Lane, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075	Land Lord			Rana Majumdar 15/05/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Smt REENA GHOSH Alias RINA GHOSH 16, Maharaja Tagore Road, City:- Not Specified, P.O:- Dhakuria, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031	Land Lord			Reena Ghosh 15.5.23.
4	Smt JULIE SARKAR 4/4, Kabi Sukanta Lane, City:- Not Specified, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700075	Represent ative of Developer [REAL INDIA]			Julie Sarkar 15.5.23
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SUSANTA SARKAR Son of Basudev Sarkar 4/4, Kabi Sukanta Lane, City:- Not Specified, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700075	Smt BIVA MAJUMDER, Mr RANA MAZUMDAR, Smt REENA GHOSH, Smt JULIE SARKAR			Susanta Sarkar 15.05.23

(Jaideb Pal)

DISTRICT SUB-  
REGISTRAR

OFFICE OF THE D.S.R. -  
V SOUTH 24-PARGANAS





Government of West Bengal  
GRIPS 2.0 Acknowledgement Receipt  
Payment Summary



120520232005114085

GRIPS Payment Detail

GRIPS Payment ID: 120520232005114085      Payment Init. Date: 12/05/2023 16:51:27  
Total Amount: 10098      No of GRN: 1  
Bank/Gateway: SBI EPay      Payment Mode: SBI Epay  
BRN: 8945848813133      BRN Date: 12/05/2023 16:51:46  
Payment Status: Successful      Payment Init. From: Department Portal

Depositor Details

Depositor's Name: Mr Shuvadip Chakraborty  
Mobile: 8584918890

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240051140868	Directorate of Registration & Stamp Revenue	10098
<b>Total</b>			<b>10098</b>

IN WORDS: TEN THOUSAND NINETY EIGHT 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



192023240051140868

GRN Details

GRN:	192023240051140868	Payment Mode:	SBI Epay
GRN Date:	12/05/2023 16:51:27	Bank/Gateway:	SBlePay Payment Gateway
BRN :	8945848813133	BRN Date:	12/05/2023 16:51:46
Gateway Ref ID:	IGAPOQOBT6	Method:	State Bank of India NB
GRIPS Payment ID:	120520232005114085	Payment Init. Date:	12/05/2023 16:51:27
Payment Status:	Successful	Payment Ref. No:	2001156871/1/2023 (Query Ref**Query*Year)

Depositor Details

Depositor's Name:	Mr Shuvadip Chakraborty
Address:	4, Govt. Place North, Kol-01
Mobile:	8584918890
EMail:	shuvadip.c1@gmail.com
Period From (dd/mm/yyyy):	12/05/2023
Period To (dd/mm/yyyy):	12/05/2023
Payment Ref ID:	2001156871/1/2023
Dept Ref ID/DRN:	2001156871/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001156871/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	10070
2	2001156871/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	28
			<b>Total</b>	<b>10098</b>

IN WORDS: TEN THOUSAND NINETY EIGHT ONLY.

### Major Information of the Deed

Deed No :	I-1630-01505/2023	Date of Registration	17/05/2023
Query No / Year	1630-2001156871/2023	Office where deed is registered	
Query Date	08/05/2023 5:59:16 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SHUVADIP CHAKRABORTY 6, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7278416548, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 95,65,565/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,090/- (Article:48(g))	Rs. 60/- (Article:E, 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:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kabi Sukanta Lane, , Premises No: 23, , Ward No: 104 Pin Code : 700075

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 7 Chatak 24.38 Sq Ft		78,10,565/-	Property is on Road Adjacent to Metal Road,
<b>Grand Total :</b>				<b>5.7278Dec</b>	<b>0 /-</b>	<b>78,10,565 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2600 Sq Ft.	0/-	17,55,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>2600 sq ft</b>	<b>0 /-</b>	<b>17,55,000 /-</b>	



## Major Information of the Deed

Deed No :	I-1630-01505/2023	Date of Registration	17/05/2023
Query No / Year	1630-2001156871/2023	Office where deed is registered	
Query Date	08/05/2023 5:59:16 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SHUVADIP CHAKRABORTY 6, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7278416548, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 95,65,565/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,090/- (Article:48(g))	Rs. 60/- (Article:E, 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:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kabi Sukanta Lane, , Premises No: 23, , Ward No: 104 Pin Code : 700075

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	3 Katha 7 Chatak 24.38 Sq Ft		78,10,565/-	Property is on Road Adjacent to Metal Road,
<b>Grand Total :</b>				<b>5.7278Dec</b>	<b>0 /-</b>	<b>78,10,565 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2600 Sq Ft.	0/-	17,55,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>2600 sq ft</b>	<b>0 /-</b>	<b>17,55,000 /-</b>	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Smt BIVA MAJUMDER</b> Wife of Late Nirode Baran Majumder 3, Kabi Sukanta Lane, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BTxxxxxx3B, Aadhaar No: 67xxxxxxxx2158, Status :Individual, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Pvt. Residence
2	<b>Mr RANA MAZUMDAR, (Alias: Mr RANA MAJUMDER)</b> Son of Late Nirode Baran Majumder 3, Kabi Sukanta Lane, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AExxxxxx2K, Aadhaar No: 46xxxxxxxx9698, Status :Individual, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Pvt. Residence
3	<b>Smt REENA GHOSH, (Alias: RINA GHOSH)</b> Wife of Mr Subhankar Ghosh 16, Maharaja Tagore Road, City:- Not Specified, P.O:- Dhakuria, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ALxxxxxx0H, Aadhaar No: 72xxxxxxxx9698, Status :Individual, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>REAL INDIA</b> 17C, New Santoshpur Main Road, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 , PAN No.:: BWxxxxxx9K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Smt JULIE SARKAR (Presentant )</b> Wife of Mr Susanta Sarkar 4/4, Kabi Sukanta Lane, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BWxxxxxx9K, Aadhaar No: 87xxxxxxxx3869 Status : Representative, Representative of : REAL INDIA (as Proprietor)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SUSANTA SARKAR</b> Son of Basudev Sarkar 4/4, Kabi Sukanta Lane, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075			

Identifier Of Smt BIVA MAJUMDER, Mr RANA MAZUMDAR, Smt REENA GHOSH, Smt JULIE SARKAR

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Smt BIVA MAJUMDER	REAL INDIA-1.90925 Dec
2	Mr RANA MAZUMDAR	REAL INDIA-1.90925 Dec
3	Smt REENA GHOSH	REAL INDIA-1.90925 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Smt BIVA MAJUMDER	REAL INDIA-866.66666700 Sq Ft
2	Mr RANA MAZUMDAR	REAL INDIA-866.66666700 Sq Ft
3	Smt REENA GHOSH	REAL INDIA-866.66666700 Sq Ft

On 15-05-2023

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

Presented for registration at 18:10 hrs on 15-05-2023, at the Private residence by Smt JULIE SARKAR ..

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 95,65,565/-

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

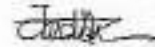
Execution is admitted on 15/05/2023 by 1. Smt BIVA MAJUMDER, Wife of Late Nirode Baran Majumder, 3, Kabi Sukanta Lane, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession House wife, 2. Mr RANA MAZUMDAR, Alias Mr RANA MAJUMDER, Son of Late Nirode Baran Majumder, 3, Kabi Sukanta Lane, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Service, 3. Smt REENA GHOSH, Alias RINA GHOSH, Wife of Mr Subhankar Ghosh, 16, Maharaja Tagore Road, P.O: Dhakuria, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession House wife

Indetified by Mr SUSANTA SARKAR, , , Son of Basudev Sarkar, 4/4, Kabi Sukanta Lane, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Business

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

Execution is admitted on 15-05-2023 by Smt JULIE SARKAR, Proprietor, REAL INDIA (Sole Proprietorship), 17C, New Santoshpur Main Road, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District-South 24-Parganas, West Bengal, India, PIN:- 700075

Indetified by Mr SUSANTA SARKAR, , , Son of Basudev Sarkar, 4/4, Kabi Sukanta Lane, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Business



Jaideb Pal

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 16-05-2023

Payment of Fees

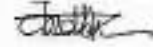
Certified that required Registration Fees payable for this document is Rs 60.00/- ( E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/05/2023 4:51PM with Govt. Ref. No: 192023240051140868 on 12-05-2023, Amount Rs: 28/-, Bank: SBI EPay ( SBlePay), Ref. No. 8945848813133 on 12-05-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by online = Rs 10,070/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/05/2023 4:51PM with Govt. Ref. No: 192023240051140868 on 12-05-2023, Amount Rs: 10,070/-, Bank: SBI EPay ( SBlePay), Ref. No. 8945848813133 on 12-05-2023, Head of Account 0030-02-103-003-02



**Jaideb Pal**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - V SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**On 17-05-2023**

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4B (g) of Indian Stamp Act 1899.

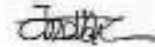
**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 60.00/- ( E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs 20.00/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 1367, Amount: Rs.20.00/-, Date of Purchase: 11/04/2023, Vendor name: Mousumi Ghosh



**Jaideb Pal**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - V SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2023, Page from 43702 to 43747  
being No 163001505 for the year 2023.



Digitally signed by Jaideb Pal  
Date: 2023.05.19 13:36:20 +05:30  
Reason: Digital Signing of Deed.

*Jaideb Pal*

(Jaideb Pal) 2023/05/19 01:36:20 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)