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

District Sub-Registrar-V  
Alipore, South 24 Parganas

12.1 JAN 2020

12 FEB 2020

TRANSPORT

Authorised

DEVELOPMENT AGREEMENT TOGETHER WITH

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AND POWER is made on this 10th day of January, in the year Two Thousand Twenty (2020)

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BETWEEN

Contd....,P/2

786310

7 DEC 2019

Rs.....Date.....

Name: ARJUN GOPE, Advocate

Address: Alipur Police Court, Kol-27

Vendor:.....

I. CHAKRABORTY

68, Dr. Rajendra Prasad Sarani  
Kolkata-700 109

Panigrahi



V.C.T.I  
48

TRANQUIL UTOPIA

Panigrahi

Authorised Signatory



V.C.T.I  
49

TRANQUIL UTOPIA

Abhattacharya

Authorised Signatory



V.C.T.I  
50 49

Abhattacharya



District Sub-Registrar  
Alipore, South 24 Parganas

10 JAN 2020

Rahul Dhar  
s/o, sct R. Dhar.  
May Nagar  
Kol-75

**SRI ARUP BHATTACHARYA**, (PAN - AORPB6492G) (Aadhaar - 4049 5175 8383), son of Sri Bakul Chandra Bhattacharya, by faith - Hindu, by occupation - Medical Practitioner, by Nationality - Indian, residing at 1/33A, Bijoygarh, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata - 700032, hereinafter called and referred to as the "**OWNER/VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and/or assigns) of the **ONE PART**.

**AND**

**M/S. TRANQUIL UTOPIA**, (PAN - AANFT2374D), a Partnership Firm, having its office at C/267, Survey Park, Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 700075, represented by its Partners namely (1) **SRI PARITOSH SHIL**, (PAN - AYWPS6938D) (Aadhaar - 4872 1218 3349), son of Sri Parimal Shil, by occupation - Business, residing at 28/117, Mukundapur, Blcok C-2/1 & 2, Flat No. 2/4, Post Office - Kalikapur, Police Station - Purba Jadavpur, Kolkata - 700099 and (2) **SRI ARUP BHATTACHARYA**, (PAN - AORPB6492G) (Aadhaar - 4049 5175 8383), son of Sri Bakul Chandra Bhattacharya, by occupation - Medical Practitioner, residing at 1/33A, Bijoygarh, Post Office - Jadavpur University, Police Station -

Jadavpur, Kolkata - 700032, both by faith - Hindu, by Nationality - Indian, hereinafter **either or survivor** called and referred as to the **"DEVELOPERS"** (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and included its heirs, executors, successors, successors-in-office, administrators, legal representatives and/or assigns) of the **OTHER PART.**

**SUBJECT MATTER OF TITLE**

**WHEREAS** one company namely The Sub-Urban Agriculture Dairy & Fisheries Pvt. Ltd., was the sole & absolute owner of ALL THAT the piece or parcel of land measuring about 128.40 Decimals had purchase from the then owner namely Sri Debendra Nath Sarkar by was of a Deed of Conveyance and registered before the office of the Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 8, Page from 58 to 84, Being Deed No. 0440, for the year 1939 and the landed property is lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Sub-Registry office at Alipore, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas.

AND WHEREAS that thereafter one Partition Suit filed before the Ld. 2<sup>nd</sup> Civil Judge Sr. Division at Allpore being Partition Suit No. 95 of 1939 in respect of the aforesaid landed property with the other co-sharer of the said landed property.

AND WHEREAS thereafter the said Partition Suit No. 95 of 1939 transferred before the Ld. 3<sup>rd</sup> Civil Judge Sr. Division at Alipore and became the Partition Suit was renumbered as 16 of 1941.

AND WHEREAS thereafter the said Suburban Agriculture Dairy & Fisheries Private Limited got the Decree on 02/01/1943 and became the absolute owner of the aforesaid landed property having absolute seized and possessed the same well and sufficiently.

AND WHEREAS thereafter one Rathin Bardhan, Chittaranjan Kundu along with 10 others were purchased 86 (Eighty Six) Bigahas & 15 Cottahs of land, in Dag No. 1, through a Bengali Saf Bikroy Kobala, which was registered before the office of the Additional District Sub Registrar at Barasat on 26/05/1976 and recorded in Book No. 1, Being Deed No. 631, for the year 1976 from the Suburban Agriculture Dairies and Fisheries and seized and possessed of the said well and sufficiently jointly.

**AND WHEREAS** thereafter the said Rathin Bardhan, Chittaranjan Kundu, along with 10 other co-sharer of the aforesaid landed property to avoid future litigation amongst themselves partition their landed property mutually on 31/05/1976 through a Partition Deed, which was duly registered at the office of the Sub-Registrar at Alipore.

**AND WHEREAS** by virtue of the aforesaid Partition Deed the said Rathin Bardhan became the absolute sole owner of 11 (Eleven) Bigahas of land, in Dag No. 1, as "Kha" schedule in the said Partition Deed and is separately marked as Plot No. "J" in the said Partition Deed.

**AND WHEREAS** after the aforesaid Partition Deed the said Rathin Bardhan, having absolute seized and possessed of the said landed property during the possession the aforesaid landed property, the said Rathin Bardhan by virtue of registered Deed of Sale sold, transferred and conveyed a land measuring about 01 (One) Bigha & 06 (Six) Cottah more or less, out of his total land measuring about 11 (Eleven) Bigahas, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas, in favour of Smt.

Santilata Basu, which was duly registered in the office of the Additional District Sub Registrar at Barasat and recorded in Book No. 1, Volume No. 19, Page from 277 to 278, Being Deed No. 977, for the year 1976 and delivered the peaceful khas possession thereof.

**AND WHEREAS** after the aforesaid purchase the said Smt. Santilata Bastu became the absolute sole owner of land measuring about 01 (One) Bigha & 06 (Six) Cottah more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas and enjoying the absolute right, title, interest and possession over the said landed property.

**AND WHEREAS** during the enjoyment and occupation of the aforesaid landed property the said Smt. Shantilata Bastu has been sold out her entire landed property to different buyer or buyers and remaining 07 (Seven) Cottahs had been intact with her.

**AND WHEREAS** due to various reason the said Smt. Shantilata Basu by virtue of registered Deed of Saf Bikroy Kobala dated 27/06/1977 sold, transferred and conveyed her remaining 07 (Seven) Cottahs of

land, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas, in favour of Smt. Gita Nag, which was duly registered in the office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 122, Pages from 81 to 87, Being Deed No. 4166, for the year 1977.

**AND WHEREAS** in the manner aforesaid the said Smt. Gita Nag therein became the absolute sole owner of the said land measuring about 07 (Seven) Cottahs more or less and enjoying the absolute right, title, interest and possession over the said plot of land, by construct a tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas.

**AND WHEREAS** while having peaceful seized and possession the aforesaid plot of land, the said Smt. Gita Nag therein mutated her name in the assessment records of the Calcutta Municipal



Corporation now the Kolkata Municipal Corporation as absolute sole Owner in respect of the said plot of land, subsequently the said Corporation have renumbered the said land and presently known as K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas and paying the rates and taxes to the concerned authority under Assessee No. 31-109-03-1827-9, regularly and punctually.

**AND WHEREAS** due to acute financial stringency and her personal necessities, the said Smt. Gita Nag by virtue of registered Deed of Conveyance, sold, transferred and conveyed the said land measuring about 07 (Seven) Cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, in favour of Sri Bakul Chandra Bhattacharya, which was duly registered in the office of the D.S.R. - III, at Alipore and recorded in

Book No. 1, C.D. Volume No. 5, Page from 1953 to 1969, Being Deed No. 02340, for the year 2013 for the consideration mentioned therein.

**AND WHEREAS** by way of aforesaid purchase the said Sri Bakul Chandra Bhattacharya became the absolute sole owner of ALL THAT piece and parcel of land measuring about 07 (Seven) Cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, free from all sorts of encumbrances, liens, charges, attachment, liabilities etc.

**AND WHEREAS** due to natural love and affection toward his son namely Sri Arup Bhattacharya, the said Sri Bakul Chandra Bhattacharya, by virtue of registered Deed of Gift dated 19<sup>th</sup> day of December, 2014 gifted, transferred, conveyed, assured and assign of ALL THAT piece and parcel of land measuring about 07 (Seven) Cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at

Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, together with common path and passage, unto and in favour of his son Sri Arup Bhattacharya, which was duly registered in the office of D.S.R. - III, at Alipore and recorded in Book No. I, C.D. Volume No. 23, Page from 4147 to 4163, Being Deed No. 10174, for the year 2014.

**AND WHEREAS** by way of aforesaid Deed of Gift the said Sri Arup Bhattacharya became the absolute sole Owner of ALL THAT piece and parcel of land measuring about 07 (Seven) Cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, free from all sorts of encumbrances.

**AND WHEREAS** due to widening the road the concerned authority has acquired some portion of land, in the aforesaid property and presently the land measuring about 06 Cottahs, 04 Chittacks and 15 Square Feet be the same a little more or less, along with R.T. tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas and above mentioned land area has been under the absolute possession of the said Sri Arup Bhattacharya.

**AND WHEREAS** since then the said Sri Arup Bhattacharya having absolute seized and possessed in respect of ALL THAT piece and parcel of land measuring about 06 Cottahs, 04 Chittacks and 15 Square Feet be the same a little more or less, along with R.T. tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal

Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas and enjoying the absolute right, title and interest over the said plot of land along with structure thereon.

AND WHEREAS due to natural love and affection towards his wife namely Smt. Sayantani Bhattacharya, the said Sri Arup Bhattacharya by way of registered Deed of Gift dated 23.12.2019; gifted, transferred and conveyed his 50% of land measuring about 03 Cottahs, 02 Chitacks and 7.5 Square Feet more or less, along with 50 Square Feet more or less, of R.T. tiles shed structure standing thereon, out of his entire land measuring about 06 Cottahs, 04 Chittacks and 15 Square Feet more or less, along with 100 Square Feet more or less, of R.T. tiled shed structure standing thereon, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas,

which was duly registered in the office of the D.S.R. – V, at Alipore and recorded in Book No. 1, Being No. 0078, for the year 2019.

**AND WHEREAS** after the aforesaid Deed of Gift, the said Sri Arup Bhattacharya has absolute seized, possessed and occupation the remaining land measuring about **03 Cottahs, 02 Chittacks and 7.5 Square Feet** be the same a little more or less, along with 50 Square Feet more or less, of R.T. tiles shed structure thereon, lying and situated at Mouza – Chak Garia, Pargana – Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station – Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 – Parganas, hereinafter for the sake of brevity referred to as the “**said Property**” more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written.

**AND WHEREAS** thus the said Sri Arup Bhattacharya (the Owner / Vendor herein) thereto became the sixteen annas Owner of **ALL THAT** piece and parcel of land measuring about **03 Cottahs, 02 Chittacks and 7.5 Square Feet** be the same a little more or less, along with R.T. tile shed structure thereon, measuring about **50 Square Feet** more or

less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written, hereunder written and enjoying the absolute ownership rights over the said property, without any kind of hindrance, objection, obstruction, interference, lispenden, requisition, acquisition, mortgage, trusts, claim and/or demand whatsoever or howsoever from any corner.

**AND WHEREAS** the said Owner/Vendor herein, being the absolute Owner and occupier of the aforesaid property, have made up his mind to develop the said property being admeasuring about 03 Cottahs, 02 Chittacks and 7.5 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now

Panchasayar, within the jurisdiction of District South 24 – Parganas, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written, by constructing a residential G+III storied building, upon the aforesaid property according to the Kolkata Municipal Corporation Sanction Building Plan, but due to insufficiency knowledge as well as less experience and acumen in the field of construction, the Owner/Vendor had sought the professional expertise with financial soundness of Developer or Developers who can undertake the responsibility of construction of such building upon the said property at his/their own arrangement and expenses.

**AND WHEREAS** upon the aforesaid representation of the Owner and on subject to verification of title of the Owner, concerning the said property, the Developer namely **M/S. TRANQUIL UTOPIA**, a Partnership Firm, represented by its Partners namely (1) **SRI PARITOSH SHIL**, son of Sri Parimal Shil and (2) **SRI ARUP BHATTACHARYA**, son of Sri Bakul Chandra Bhattacharya, have agreed to develop the said property by constructing a new building at the said property in accordance with the proposed with the Kolkata Municipal Corporation sanction building plan on the terms and conditions hereinafter appearing.



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

**ARTICLES - I:**

1. **DEFINITION:** - For proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include.

**ARTICLES - II:**

- A. **OWNER/VENDOR:-** shall mean **SRI ARUP BHATTACHARYA** son of Sri Bakul Chandra Bhattachaya, hereinafter called and referred to as the Owner/Vendor and his heirs, successors, legal representatives, executors, administrators and/or assigns.
- B. **DEVELOPERS:** - shall mean **M/S. TRANQUIL UTOPIA**, a Partnership Firm, represented by its Partners namely (1) **SRI PARITOSH SHIL**, son of Sri Parimal Shil and (2) **SRI ARUP BHATTACHARYA**, son of Sri Bakul Chandra Bhattacharya,, hereinafter called and referred as to the Developers and its successors administrators, executors, legal representatives and/or assigns.
- C. **SAID PROPERTY:-** shall mean all the documents of entire of homestead land containing by an estimation of more or less **03 Cottahs, 02 Chittacks and 7.5 Square Feet** more or less, lying

and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, together with all easementary rights, which is more fully and particularly be mentioned and described in the **FIRST SCHEDULE** hereunder written.

- D. **PROPOSED BUILDING**: - shall mean the G+III storied residential building to be constructed upon the aforesaid property according to the material and construction specification mentioned and described in **FOURTH SCHEDULE** hereunder written and according to the building plan to be prepared by the Architect/Engineer herein.
- E. **BUILDING PLAN**: - would mean such plan to be prepared by the Architect/Engineer for construction of G+III storied residential building upon the aforesaid property according with sanction plan by the Kolkata Municipal Corporation Authority.
- F. **THE ARTHITECT**: - shall mean such qualified person/persons who may be appointed by the Developers for both designing and planning the Building to be constructed on the said property.

- G. **COMMON FACILITIES AND AMENITIES:-** shall mean and include corridors, roof, stair-ways, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed up-to between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and the same there-under as per the West Bengal Apartment Ownership Act, 1972 and its statutory modifications and/or reenactments thereof in force from time to time and Rules framed there-under or mutually agreed upon by the Owner/Vendor of Flat/s.
- H. **SALEABLE SPACE:** - shall mean flats and the space in the proposed building available for independent use and occupation after making due provisions for common facilities and space required therefore.
- I. **OWNER AND DEVELOPERS:** the Owner and Developers shall include the Owner and the Developers and also include their respective heirs, transferees/nominees and their respective liabilities that Owner's liability for land, title and Developer's Liability for total construction thereon.
- J. **OWNER'S ALLOCATION:-** shall mean the Owner will be entitled to get Entire Third Floor (Top), along with Two Car Parking Space, of the proposed G+III storied building provided by the Developers as their own costs and expenses, as fully and

particularly set out in the SECOND SCHEDULE hereunder written.

- K. DEVELOPER'S ALLOCATION: - shall mean the Developers will be entitled to get Entire First Floor, Entire Second Floor and remaining Car Parking Space of the proposed G+III storied building (save and except the said Owner's Allocation), including proportionate share in the common facilities and amenities on pro-rata basis and fully and particularly set out in the THIRD SCHEDULE hereunder written.
- L. SPECIFICATIONS AND AMENITIES: - materials and specifications as its recommended by the Architect for the construction of the building amenities means all fittings as described in the specification and will be provided by the Developers in those flats under reserve portion.
- M. TIME: Shall mean the constructing shall be completed within **18 (Eighteen)** Months from the very day of getting sanctioned plan from the concerned authority. If any Force Majeure came in front of Developers in that event **06 (Six)** months shall be added for any kind of Force Majeure.
2. COMMENCEMENT: This Agreement will have effect from the date, month and year at the outset and shall remain in force

until such time all the terms and conditions set forth herein complied are fulfilled by both the parties.

**ARTICLE - III:**

**TITLE AND INDEMNITIES INCLUDING  
CONSTRUCTIONAL OBLIGATION**

- (1) That the Owner declare and represent that they have a good and absolute right, title to the said property and have a marketable title to enter into this Agreement with the Developers and declare that the original title deeds and relevant documents are lying with them and the Developers or its prospective buyers shall have right to inspect the title deeds and relevant documents as and when such inspection would be required.
- (2) That the said property is free from all sorts of encumbrances and the Owner/Vendor have a good marketable title in respect of the said property without having any claim, in respect of right, title, interest and possession of any person or persons and legally right, title and interest to enter into this agreement with the Developers and Owner/Vendor hereby undertake to indemnify and keep the Developers indemnified against any Third Party's claim and demands whatsoever with regard to the title and Ownership of the Owner/Vendor and the said property is free from all sorts of encumbrances, charges, liens, lispensens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever and the same are fully occupied and possessed by the Owner/Vendor.

- (3) That the Owner/Vendor shall sign and execute all papers relating thereto for the building to be constructed at the said land of the Owner as and when required only after satisfying itself that execution of such document shall not cause any harm, damage or financial or any other kind of loss to them and violation of law.
- (4) That all expenses and liabilities for construction which are to be constructed in the said premises shall be borne by the Developers and the Owner shall not be liable to bear any expenses and constructional liabilities thereto including the costs and expenses and relating to sanctioned plan, Tax Clearance and other proposed necessary preliminary costs and expenses relating to full or phase wise process of construction.
- (5) That the Owner herein handover the vacant possession after getting written notice from the Developers in their favour.
- (6) That the Developers shall act as an independent Contractor in the matter of construction of the building and also undertake to keep the Owner indemnified from and against all Third Party or Parties claim or compensation and action arising out of any act or relating to the construction of the proposed building to be constructed on the said land of the said premises of the Owner.
- (7) That the Developers shall get the sanctioned building plan proposed to be constructed properly. The Developers shall commence the construction from the very day of obtaining the sanctioned plan and possession from the Owner and shall

intimate the actual date of commencement to the Owner by serving a Letter of Commencement of construction and the date so intimated shall deemed to be the Date of Commencement for all purposes in this agreement.

- (8) That the said property more fully and particularly described in the **FIRST SCHEDULE** hereunder written is not attracted under Urban Land Ceiling Act, Under Section 27 (2) of the Urban Land (Ceiling & Regulations Act), 1976.

**ARTICLE - IV:**  
**EXPLOITATION RIGHT**

1. After execution of this Agreement made in terms hereof the Owner grant, exclusive right to the Developers to build upon and to commercially exploit the said plot of land on the basis of the sanctioned plan approved by the Owner by constructing thereon residential flat system building.
2. That the Owner herein will execute a Development Power of Attorney in favour of the Developers in accordance to the terms and conditions of this Agreement only, so that the Developers shall have right to construct such flat system building thereon, to negotiate with the intending purchaser or purchasers of flat to fix-up the price of the flat or flats at its own discretion and receive the booking money or advance payment and full consideration of the flat or flats and car parking spaces in respect of the Developer's Allocation. To appear before any registration authority or authorities for registration of the said

flat or flats, car parking spaces together with undivided undemarcated proportionate share of the land nominee or nominees or respective buyer or buyers in respect of the Developer's Allocation.

3. All applications, plan and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owner or otherwise at the costs of the Developers and shall pay and bear all submission expenses.
4. That the Developers shall abide by all the laws, by-laws and regulations of the Government, Kolkata Municipal Corporation and other statutory authorities.
5. That all documents and registration of all documents that may be necessary and to be executed in accordance with the terms and conditions of the agreement, shall be done at the cost of the Developers.

**ARTICLE - V:**

**BUILDING**

1. That the Developers shall commence the construction work immediately after obtaining the Sanctioned Plan and complete the construction work of the Building including Owner's Allocation within 18 months from the very day of the sanctioned plan from the concerned authority. It is hereby noted that the said period may be further extended for only 06 months in case of any natural calamity such as heavy rain, floods, earthquake,



the Developers at its costs and expenses shall obtain "Completion Certificate", Drainage, water connections from the Kolkata Municipal Corporation and thereafter shall offer the Owner's Allocation to be delivered to the Owner herein.

2. That the Developers shall first handover possession of flats and car parking space mentioned **SECOND SCHEDULE** hereunder written, to the Owner and shall also handover written letter of possession in favour of Owner and as such Developers also hereby undertake that the Developers will not handover possession to any other person within its Allocations before delivery of the possession to the Owner.

**ARTICLE - VI:**

**CONSIDERATION AND SPACE ALLOCATION**

1. In consideration of the Owner having flats and car parking spaces in the proposed new building, the Owner have agreed to grant the exclusive right to the Developers to commercially exploit the said premises, by constructing G+III storied building thereon, as per sanctioned building plan from the Kolkata Municipal Corporation.
2. That the Owner shall be entitled to transfer or dispose of the Owner's Allocation to their nominees without any way disturbing the Developer's Allocation situated thereon with the exclusive right to deal with or to enter into an Agreement for Sale and transfer the same without any right, claim, demand,

interest whatsoever or howsoever of the Developers and the Developers or any person or persons lawfully claiming through shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation or any person or persons claiming through of the nominee or nominees of the Owner.

3. That the Developers shall be exclusively entitled to the Developer's Allocation in the said building without in any way disturbing the common facilities situated thereon with the exclusive right to deed with enter into any Agreement for Sale and transfer the same without any claim, demand, interest whatsoever or howsoever of the Owner and the Owner or any person or persons claiming through them shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation or any person or persons claiming through of the nominee or nominees of the Developers.

**ARTICLE - VII:**  
**COMMON FACILITIES**

As soon as the said Building is completed, the Developers shall first handover the possession of the Owner's Allocation before handing the possession of the intending purchaser or purchasers of the Builder's Allocation in the said building and on and from the date of putting the Owner's in possession of the Owner's Allocation and at all times thereafter the Owner shall be exclusively responsible for payment of

all property taxes and other statutory outgoings and impositions whatsoever payable in respect of the Owner's Allocation and equally the Developers shall be exclusively responsible for payment of all the said rates payable in respect of the Builder's Allocation. The said rates to be apportioned with reference to the constructed area in the building if that are levied on the Building as a whole.

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

1. The Owner or the Developers or any of their transfer shall not demolish or permit demolition or any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the permission of the management, society / association / holding organization envisaged herein before in this behalf.
2. That the Owner or Developers or any of their transferees shall permit the Owner/Developers or the Management / Society / Association / Holding Organization and its servants and agents with or without workmen or other at all reasonable time to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of maintain, repairing and testing, drains, gas and water pipes, electric wires and for any similar purposes.

3. As soon as the building is completed and "Completion Certificate" and water/drainage connections etc. are obtained from the Kolkata Municipal Corporation, the Developers shall give written notice to the Owner to take possession of the Owner's Allocation in the said building and from the date of service of such notice and at all times thereafter, the Owner shall be exclusively responsible for payment of all Municipal Taxes and other taxes and other impositions whatsoever payable in respect of their allocation and the Developers shall be exclusively responsible for payment of all the said taxes payable in respect of the Developer's Allocation.
4. If there is any amendment of Building Rules or any other Rules, which are applicable for this project by the Competent Authority according to Law in that case all the Owner and Developers herein shall abide by all the amended Rules and Regulations as per Law and all the expenses should be borne by the Developers.

**ARTICLE - IX:**

**MISCELLANEOUS**

1. The Owner herein will execute a registered Development Power of Attorney in favour of the Developers so that the Developers can proceed with the constructional work and get building sanctioned plan from the Kolkata Municipal Corporation of the said building smoothly and to negotiate with the intending purchaser or purchasers of the flats and car parking spaces out

of the Developer's Allocation and to enter into any agreement for sale with the said purchaser or purchasers and to receive the consideration money in respect of the said flats and car parking spaces out of the Developer's Allocation and to deliver possession of the said flats and car parking spaces in favour of the said intending purchaser or purchasers subject to the prior delivery of flats and car parking spaces to the Owner in respect of the Owner's Allocation mentioned hereinabove.

2. It is agreed that from the date of execution of this Agreement, the Developers shall pay the discharge all taxes and outgoings including Municipal Taxes and all other charges, rates, taxes that may be levied by any public body or authorities in respect of the said property and which would be payable by the Owner. The Developers shall indemnify or keep indemnified the Owner from the Third Party non-payment.
3. That the Developers shall indemnify and keep indemnified the Owner against all losses, damage, costs, charges, expenses that will be incurred by the Developers or account of arising out of any breach of any of those terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.
4. The Owner shall be entitled to visit or inspect the construction works and to look into the progress herein if necessary to be accompanied by their Engineer.
5. That all risks, responsibilities, liabilities shall be with the Developers viz. the work of construction, loss of life of labours,

mistries and allied nature of things and the Land Owner shall not be liable for such things to anyone including matters relating to direct taxes and dealing with the flat buyers.

6. That the Flat of the Owner's Allocation shall be completed as per specification attached herewith and mentioned in the Sketch Plan and this Agreement but any additional works subject to the Engineer's Approval save and except full completion which are to be done at the Owner's Allocation the same would be informed to the Developers for additional works.
7. That regarding construction and regarding legal compliancy, the Owner shall negotiate with the Engineer and the Advocate appointed by the Developers, but however the Owner shall also be at liberty to deal with the matters touching the matters relating to this Agreement and construction with their appointed Engineers and Advocate.
8. That the Developers shall be at liberty to advertise in the daily Newspaper for sale of the flats to be constructed on the said land to put their Banners on the land to employ Security or Durwan, Caretakers for safety of the project, to invite the application from the intending purchaser or purchasers and to do all the deeds, acts and things as may be necessary or negotiate with the intending buyers to prepare the necessary Deeds of Sale, after collection of the payment from the buyers as per agreement between themselves on the Builder's Allocation only PROVIDED that the terms and conditions of such agreement of sale deed shall not affect any reasonable interest or right of the Owner relating to the possession of the Owner's

Allocation PROVIDED that all costs and expenses, incidental charges to all acts, deeds and things shall be borne by the Developers or intending buyers.

9. All costs, taxes, charges and expenses including sanction fees to K.M.C., Engineer's Fees etc. shall be discharged and paid by the Developers and the Owner shall not be responsible in this context.
10. That the Owner shall be entitled to transfer or otherwise deal with the Owner's Allocation in the Building at their own discretion.
11. That the Flats of the Owner shall be completed as per specification attached herewith this Agreement but any additional works save and except full completion which are to be done at the Owner's Allocation, the same would be done at the Owner's Allocation, the same would be informed to the Developers for such additional works.
12. The Developers shall demolish the existing structure at their own costs and expenses and will take all the broken materials (debris). The Owner herein shall have no right over the said broken materials.

**ARTICLE - X:**  
**FORCE MAJEURE**

1. The respective parties herein mentioned shall not be considered to be liable for any obligation hereunder that the performance of the relative obligation was prevented by any force majeure and

this contract shall remain suspended during the period of such force majeure, if any.

2. The term force majeure shall mean floods, earth-quake, riots, war, storm, tempest, civil commotion or any other act or commission beyond the control of the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE SAID PROPERTY)**

**ALL THAT** piece and parcel of land measuring about 03 Cottahs, 02 Chittacks and 7.5 Square Feet be the same a little more or less, along with R.T. tile shed structure thereon, measuring about 50 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, being Assessee No. 31-109-03-1827-9, under District Sub-Registrar Office at Alipore, together with all sorts of easement rights over the adjacent common passage to the said property. It is butted and bounded in the following manner:

Road Zone (Chakgaria - Rest)

Panikar & Co.



- ON THE NORTH :** By Vacant Land;  
**ON THE SOUTH :** By 30' Feet Wide K.M.C. Road;  
**ON THE EAST :** Vacant Land of Block No. J (Part);  
**ON THE WEST :** Vacant Land of Block No. J (Part).

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**

**ALL THAT** the Owner's Allocation will be entitled to get Entire Third Floor (Top), along with Two Car Parking Space, of the proposed G+III storied building provided by the Developers as their own costs and expenses, together with proportionate common easement rights in common areas on the said K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas.

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

**ALL THAT** the Developer Allocation will be entitled to get Entire First Floor, Entire Second Floor and the rest Car Parking Space (save and except the Owner's Allocation), of the proposed G+III storied building, including proportionate share in the common facilities and amenities, together with common easement right in common areas on the said K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now

Panchasayar, within the jurisdiction of District South 24 - Parganas, on pro-rata basis, to be sold to the intending Purchasers from Developers' Allocation.

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

**ALL THAT** the residential Ground plus Three Storied Building, having several flats on the different floors and car parking spaces in ground floor, together with other constructions such as passage, stair-case, ultimate roof, lift for five persons, overhead tank, motor and pump-set, electric wiring, room for motor and pump-set and a other construction for common use and rights of the occupants of the flats.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON SPACES AND COMMON AREAS)**

1. Motor pump for water lifting.
2. Meter room.
3. Elevator for 5 persons & Lift room upto roof top.
4. Underground & Overhead Reservoir.
5. Sewerage and drainage connection.
6. Water pipe line and rain water pipe line connection.

7. Electric, wiring, meter, all private drive ways, curves wide walls, interior conduits utilities line underground storage tank, utilities line, telephone and electric system, foundations, columns, beams, supports, exterior walls beyond the said unit or interior load bearing walls within the building or concrete floor slab, roof and a door with M.S. angle and sheet will be provided at the entrance of the roof.
8. Stair, Staircase, ultimate roof of the building will collapsible gate at the entrance of the staircases.
9. Common passage and lobby at ground floor except car parking space and other vacant common space/spaces at ground floor.
10. Common walls and boundary wall.
11. Other common portion of the building.
12. One common toilet with tap connection at the ground floor and one tap connected also on the roof.
13. Septic Tank.
14. One common light point on the roof. Necessary provision of electric light point at the common passage as per required.
15. Caretaker room and toilet.

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

COST EXPENSES, OUTGOINGS AND OBLIGATIONS for which all Co-Owner' of the flats including owner are to be contributed proportionately.

1. The Owner and other co-Owner of the flats will pay the common charges including maintenance, repairing, white washing, monthly remuneration of durwan, sweeper, caretaker after delivery of possession in respect of Owner's Allocation.
2. The Owner and other co-owner of the flats will pay the proportionate share of electricity charges over the meter using as common after delivery of possession in respect of the Owner's Allocation.
3. That the Owner and other co-owner of the flats will pay the proportionate share of building tax in respect of their allocation till separation and mutation of flats with their names at the office of the Kolkata Municipal Corporation.

**SPECIAL CONDITIONS/STIPULATIONS**

The Owner and the Developer are agreed that

1. If the Developer herein fails or is unable to complete the total construction of the proposed G+III storied building on the FIRST

SCHEDULE property, within the maximum time limit i.e. 24 Months from the date of getting sanction Building Plan.

2. The Developers shall make arrangement for insurance to cover the Building under Insurance from very day of its starting of construction.
3. The Developer shall make arrangement for insurance to cover the accidental benefit of his labours, who will remain engaged in the construction work of the proposed Building, from the day of starting the said construction work.
4. That for the constructional work of the proposed Building, if the Developer takes Loan from Bank or any concern, the Owner shall not be held responsible for the same.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATION OF CONSTRUCTION)**

- # STRUCTURE: Structure will be of R.C.C. frame with Indian standard materials as per plan prepared by the Architect of the Developers with the approval and satisfaction of the Owner, R.C.C. column, foundation (1:2:4).
- # NATURE OF CONSTRUCTION: Load bearing/frame structure as per drawing and design.

- # ROOF FINISH: 2"/3" (average) the I.P. will be provided over roof slab 3' - 0" height parapet wall will be provided all round the roof slab waterproof.
- # WALLS: External 8" and internal 3" with brick and medium coarse sand.
- # PLASTER: Cement plaster done by medium coarse sand for outer wall and inner wall ration of cement and sand (5:1) for ceiling plaster (4:1).
- # INTERNAL FINISH: Sand cement plaster to walls with plaster of paris without decoration finish, inside of the stair room will be finished by plaster of paris with one coat primer.
- # EXTERNAL FINISH: Sand cement plaster to all external walls with weather coat colour on four (4) sides of the building.
- # FLOORING: All rooms, toilets, kitchen and verandah will be finished with tiles with 4" skirting all around, stair case will be finished with stone with all 4" skirting. In case of toilet & W.C. floor marble and wall with tiles upto 5' - 0" from skirting and wall fitted with tiles upto 2' - 0" from kitchen slab, kitchen self is to be made by black stone with one sink.
- # DOORS:
  - A) Frame: Sale wood or gammar wood and doors are to be commercial flush door, main door shall have one safety lock, magic eye bolts and handle on doors.

B) DOOR SHUTTER: 30 mm. thick flush doors made of commercial ply fitted with standard hardware fittings with primer coat.

C) P.V.C. doors in toilet.

# WINDOWS: Square Bar Grill with Aluminium sliding window and fitted with 4 mm. glass.

# KITCHEN: One Kitchen having one cooking counter with granite stone, Gas Slab, with 2' - 0" tiles over gas slab and steel sink for washing.

# BATH-CUM-PRIVY/TOILET: Toilet will be provided with the P.V.C. pipes white porcelain basin and I.P.N.C. with cistern C.P. fittings, Marble floor, white glazed tiles upto 5' height all around the surface of the bath area and all external pipe line with P.V.C. pipe.

# PLUMBING: In Toilet-cum-W.C., one white porcelain vitreous western style commode, additional water line to be provided for washing machine, white porcelain vitreous Basin, with water tap point with attached one white western type commode with one water tap point with shower, water line made by Blue pipe, outside plumbing waste line with supreme pipe, tap and shower should be steel taps.

# ELECTRICAL: All electrical wiring will be concealed and following points will be provided in each flat. The switches and cables will be good brand.

- a) Bed room 1 fan point, 2 light points, 1 No. 5 Amp. Plug point which will be connected from the main line/point in each room.
- b) Room (Dining-Drawing): 2 fan points, 4 light points, 1 No. 15 Amp. Plug point, 1 No. 5 Amp. Plug point.
- c) Kitchen: 1 light point, 2 No. 15 Amp. Plug point from the main line, 1 Exhaust fan point from main line.
- d) Toilet (2<sup>nd</sup>): 2 light points, 2 exhaust holes, 1 geyser point.
- e) Verandahs (2<sup>nd</sup>): 1 light points, 1 Fan point.

# **ELECTRIC METER:** A separate electric meter shall be provided for each flat, the necessary cost for the installation of meter to be paid by the purchaser. The Developers shall be provided for the electric meter for common lighting at its cost but the amount of cost shall proportionately be recovered from the purchasers.

Necessary provision shall be made for washing machine, geyser, chimney etc. whenever required.

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



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

**SIGNED, SEALED & DELIVERED**  
In the presence of

WITNESSES:-

1) *Rohit Dhar.*  
*407 Nagera.*  
*Kol- 75*

2) *Jayantib Das*  
*4 NA Khudairabad*  
*120 d - 152*

Drafted by:  
*Rebayan SK*  
*Alipore police court*  
*Kol-27*  
*F- 1716/03*

**PRINT ZONE,**  
Alipore Police Court,  
Kolkata - 700027.  
*[Signature]*  
Sarfaraz Ahmed.

*Abhattacharya*  
\_\_\_\_\_  
**SIGNATURE OF THE  
OWNER/VENDOR**

**TRANQUIL UTOPIA**  
*Panigrahi*  
Authorized Signatory

**TRANQUIL UTOPIA**  
*Abhattacharya*  
Authorized Signatory

\_\_\_\_\_  
**SIGNATURE OF THE  
DEVELOPERS**

**DEVELOPMENT POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS** I, **SRI ARUP BHATTACHARYA**, (PAN - AORPB6492G) (Aadhaar - 4049 5175 8383), son of Sri Bakul Chandra Bhattacharya, by faith - Hindu, by occupation - Medical Practitioner, by Nationality - Indian, residing at 1/33A, Bijoygarh, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata - 700032, hereinafter called and referred to as the **PRINCIPAL/OWNER**, do hereby **SEND GREETINGS:**

**WHEREAS** one company namely The Sub-Urban Agriculture Dairy & Fisheries Pvt. Ltd., was the sole & absolute owner of ALL THAT the piece or parcel of land measuring about 128.40 Decimals had purchase from the then owner namely Sri Debendra Nath Sarkar by was of a Deed of Conveyance and registered before the office of the Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 8, Page from 58 to 84, Being Deed No. 0440, for the year 1939 and the landed property is lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Sub-Registry office at Alipore, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas.

**AND WHEREAS** that thereafter one Partition Suit filed before the Ld. 2<sup>nd</sup> Civil Judge Sr. Division at Alipore being Partition Suit No. 95 of 1939 in respect of the aforesaid landed property with the other co-sharer of the said landed property.

**AND WHEREAS** thereafter the said Partition Suit No. 95 of 1939 transferred before the Ld. 3<sup>rd</sup> Civil Judge Sr. Division at Alipore and became the Partition Suit was renumbered as 16 of 1941.

AND WHEREAS thereafter the said Suburban Agriculture Dairy & Fisheries Private Limited got the Decree on 02/01/1943 and became the absolute owner of the aforesaid landed property having absolute seized and possessed the same well and sufficiently.

AND WHEREAS thereafter one Rathin Bardhan, Chittaranjan Kundu along with 10 others were purchased 86 (Eighty Six) Bigahas & 15 Cottahs of land, in Dag No. 1, through a Bengali Saf Bikroy Kobala, which was registered before the office of the Additional District Sub Registrar at Barasat on 26/05/1976 and recorded in Book No. I, Being Deed No. 631, for the year 1976 from the Suburban Agriculture Dairies and Fisheries and seized and possessed of the said well and sufficiently jointly.

AND WHEREAS thereafter the said Rathin Bardhan, Chittaranjan Kundu, along with 10 other co-sharer of the aforesaid landed property to avoid future litigation amongst themselves partition their landed property mutually on 31/05/1976 through a Partition Deed, which was duly registered at the office of the Sub-Registrar at Alipore.

AND WHEREAS by virtue of the aforesaid Partition Deed the said Rathin Bardhan became the absolute sole owner of 11 (Eleven) Bigahas

of land, in Dag No. 1, as "Kha" schedule in the said Partition Deed and is separately marked as Plot No. "J" in the said Partition Deed.

**AND WHEREAS** after the aforesaid Partition Deed the said Rathin Bardhan, having absolute seized and possessed of the said landed property during the possession the aforesaid landed property, the said Rathin Bardhan by virtue of registered Deed of Sale sold, transferred and conveyed a land measuring about 01 (One) Bigha & 06 (Six) Cottah more or less, out of his total land measuring about 11 (Eleven) Bigahas, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas, in favour of Smt. Santilata Basu, which was duly registered in the office of the Additional District Sub Registrar at Barasat and recorded in Book No. 1, Volume No. 19, Page from 277 to 278, Being Deed No. 977, for the year 1976 and delivered the peaceful khas possession thereof.

**AND WHEREAS** after the aforesaid purchase the said Smt. Santilata Bastu became the absolute sole owner of land measuring about 01 (One) Bigha & 06 (Six) Cottah more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1,

appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas and enjoying the absolute right, title, interest and possession over the said landed property.

**AND WHEREAS** during the enjoyment and occupation of the aforesaid landed property the said Smt. Shantilata Bastu has been sold out her entire landed property to different buyer or buyers and remaining 07 (Seven) Cottahs had been intact with her.

**AND WHEREAS** due to various reason the said Smt. Shantilata Basu by virtue of registered Deed of Saf Bikroy Kobala dated 27/06/1977 sold, transferred and conveyed her remaining 07 (Seven) Cottahs of land, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganae now District South 24 - Parganas, in favour of Smt. Gita Nag, which was duly registered in the office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 122, Pages from 81 to 87, Being Deed No. 4166, for the year 1977.

**AND WHEREAS** in the manner aforesaid the said Smt. Gita Nag therein became the absolute sole owner of the said land measuring about 07 (Seven) Cottahs more or less and enjoying the absolute right, title, interest and possession over the said plot of land, by construct a tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas.

**AND WHEREAS** while having peaceful seized and possession the aforesaid plot of land, the said Smt. Gita Nag therein mutated her name in the assessment records of the Calcutta Municipal Corporation now the Kolkata Municipal Corporation as absolute sole Owner in respect of the said plot of land, subsequently the said Corporation have renumbered the said land and presently known as K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas and paying the rates and taxes to the concerned authority under Assessee No. 31-109-03-1827-9, regularly and punctually.

**AND WHEREAS** due to acute financial stringency and her personal necessities, the said Smt. Gita Nag by virtue of registered Deed of Conveyance, sold, transferred and conveyed the said land measuring about 07 (Seven) Cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, in favour of Sri Bakul Chandra Bhattacharya, which was duly registered in the office of the D.S.R. - III, at Alipore and recorded in Book No. 1, C.D. Volume No. 5, Page from 1953 to 1969, Being Deed No. 02340, for the year 2013 for the consideration mentioned therein.

**AND WHEREAS** by way of aforesaid purchase the said Sri Bakul Chandra Bhattacharya became the absolute sole owner of ALL THAT piece and parcel of land measuring about 07 (Seven) Cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata



Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, free from all sorts of encumbrances, liens, charges, attachment, liabilities etc.

AND WHEREAS due to natural love and affection toward his son namely Sri Arup Bhattacharya, the said Sri Bakul Chandra Bhattacharya, by virtue of registered Deed of Gift dated 19<sup>th</sup> day of December, 2014 gifted, transferred, conveyed, assured and assign of ALL THAT piece and parcel of land measuring about 07 (Seven) Cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, together with common path and passage, unto and in favour of his son Sri Arup Bhattacharya, which was duly registered in the office of D.S.R. - III, at Alipore and recorded in Book No. I, C.D. Volume No. 23, Page from 4147 to 4163, Being Deed No. 10174, for the year 2014.

**AND WHEREAS** by way of aforesaid Deed of Gift the said Sri Arup Bhattacharya became the absolute sole Owner of ALL THAT piece and parcel of land measuring about 07 (Seven) Cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet , more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, free from all sorts of encumbrances.

**AND WHEREAS** due to widening the road the concerned authority has acquired some portion of land, in the aforesaid property and presently the land measuring about 06 Cottahs, 04 Chittacks and 15 Square Feet be the same a little more or less, along with R.T. tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas

and above mentioned land area has been under the absolute possession of the said Sri Arup Bhattacharya.

**AND WHEREAS** since then the said Sri Arup Bhattacharya having absolute seized and possessed in respect of ALL THAT piece and parcel of land measuring about 06 Cottahs, 04 Chittacks and 15 Square Feet be the same a little more or less, along with R.T. tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas and enjoying the absolute right, title and interest over the said plot of land along with structure thereon.

**AND WHEREAS** due to natural love and affection towards his wife namely Smt. Sayantani Bhattacharya, the said Sri Arup Bhattacharya by way of registered Deed of Gift dated 23.12.2019, gifted, transferred and conveyed his 50% of land measuring about 03 Cottahs, 02 Chitacks and 7.5 Square Feet more or less, along with 50 Square Feet more or less, of R.T. tiles shed structure standing thereon, out of his

entire land measuring about 06 Cottahs, 04 Chittacks and 15 Square Feet more or less, along with 100 Square Feet more or less, of R.T. tiled shed structure standing thereon, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, which was duly registered in the office of the D.S.R. - V, at Alipore and recorded in Being No. 0078, for the year 2019.

**AND WHEREAS** after the aforesaid Deed of Gift, the said Sri Arup Bhattacharya has absolute seized, possessed and occupation the remaining land measuring about 03 Cottahs, 02 Chittacks and 7.5 Square Feet be the same a little more or less, along with 50 Square Feet more or less, of R.T. tiles shed structure thereon, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, hereinafter for

the sake of brevity referred to as the "said Property" more fully and particularly described and mentioned in the SCHEDULE hereunder written.

AND WHEREAS thus the said Sri Arup Bhattacharya (the Principal / Owner herein) thereto became the sixteen annas Owner of ALL THAT piece and parcel of land measuring about 03 Cottahs, 02 Chittacks and 7.5 Square Feet be the same a little more or less, along with R.T. tile shed structure thereon, measuring about 50 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, more fully and particularly described and mentioned in the SCHEDULE hereunder written, hereunder written and enjoying the absolute ownership rights over the said property, without any kind of hindrance, objection, obstruction, interference, lispenden, requisition, acquisition, mortgage, trusts, claim and/or demand whatsoever or howsoever from any corner.

AND WHEREAS the said present Principal/Owner being desirous to construct an Ownership Flat system building on their said Premises more and fully described in SCHEDULE herein under through an

efficient Developers who have sufficient resources to do so and coming to know the intention of the Owner, the Developer herein have proposed to the Owner to appoint him as Developer for such construction of a proposed Multi Storied Building on the Scheduled land.

**AND WHEREAS** the said Principal/Owner has agreed to allow the Developers either or survivors namely **M/S. TRANQUIL UTOPIA**, (PAN - AANFT2374D), a Partnership Firm, having its office at C/267, Survey Park, Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 700075, represented by its Partners namely (1) **SRI PARITOSH SHIL**, (PAN - AYWPS6938D) (Aadhaar - 4872 1218 3349), son of Sri Parimal Shil, by occupation - Business, residing at 28/117, Mukundapur, Blcok C-2/1 & 2, Flat No. 2/4, Post Office - Kalikapur, Police Station - Purba Jadavpur, Kolkata - 700099 and (2) **SRI ARUP BHATTACHARYA**, (PAN - AORPB6492G) (Aadhaar - 4049 5175 8383), son of Sri Bakul Chandra Bhattacharya, by occupation - Medical Practitioner, residing at 1/33A, Bijoygarh, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata - 700032, both by faith - Hindu, by Nationality - Indian, to develop the Scheduled land at its own costs on the terms and conditions mentioned herein below.

**NOW BY THESE PRESENTS THAT I, SRI ARUP BHATTACHARYA**, son of Sri Bakul Chandra Bhattacharya, residing at 1/33A, Bijoygarh, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata -

700032, DO HEREBY AND HEREUNDER NOMINATE, APPOINT AND CONSTITUTE M/S. TRANQUIL UTOPIA, a Partnership Firm, represented by its Partners namely (1) SRI PARITOSH SHIL, son of Sri Parimal Shil and (2) SRI ARUP BHATTACHARYA, son of Sri Bakul Chandra Bhattacharya, to be my true and lawful ATTORNEYS and on my behalf and in my name to do and execute all or any of the following acts, deeds, things and matter, to represent the Principal, to do, exercise, execute and perform individually every acts, deeds, matters and things as mentioned hereunder for the purpose of sanction plan and to construct the proposed building as per the Schedule as mentioned hereinafter in terms of the registered "Development Agreement" that is to say:-

1. To sign any application of Affidavits and affirm the same on behalf of the Principal herein which may be necessary for the construction of the said building or buildings' and to carry correspondence on behalf of the Principal herein with all concerned authorities and body/bodies including the Kolkata Municipal Corporation, Office of the B.L. & L.R.O., Government of West Bengal, Kolkata Police, fire Brigade, West Bengal State Electricity Board, C.E.S.C etc. in accordance. with the said construction and development of the said premises under reference to make sign and submit application petition, letters

and other writings to the appropriate authorities, local bodies' for all and any sanctions, licenses, permission and consents required for the proposed construction and development of the said premises.

2. To present and sign Deed of Conveyance, Agreement for Sale on behalf of the Principal herein in respect of the Developer's Allocated as well as Owner's Allocated Flats and other covered spaces of the said proposed Building/s to be constructed by the same Attorney except the Owner's Allocation and to receive payments, from the intending Purchaser/s and grant receipt to them always subject to the terms, conditions, stipulations and undertakings contained in this Development Agreement.
3. To negotiate with the intending Buyer/Purchasers of the Flats and other covered spaces of the Developer's and Owner's Allocation of the said proposed building to be constructed by the Attorney on behalf of the Principal at the said premises.
4. To present before the Registrar or any registration office namely Registrar of Assurance, Additional District' Sub-Registrar at Alipore, DSR-III at Alipore, South 24 - Parganas, District Registrar or any other Registrars for the purpose of registration of the Agreement/Agreements, Deed of Conveyance in respect of the



Developer's and Owner's Allocation of any spaces or parts or portion to be constructed by the said Developers at the said premises on behalf of the Principal.

5. To enter into hold and defend possession of the said land and every part thereof and also to manage, maintain and administer the said land and every part thereof on behalf of the Principal and to protect the right, title and interest of the Principal in the said property and/or the building to be constructed thereon.
6. To develop the said land by construction of Ground plus Three Storied building and/or structure thereon and for the said purpose to do all soil testing, excavation and execute all other civil construction works whatsoever.
7. To appear before the necessary authority including the Kolkata Municipal Corporation, Fire Brigade, Kolkata Police and/or any other competent Authorities in connection of sanctioning of plans and other purposes.
8. To apply for and obtain such permission as be necessary for obtaining steel, cement, bricks and other materials for construction of buildings and constructional equipment, to appoint Architects and contractors for the purpose of the Development and construction of the said land.

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9. To ward off and prohibit, if necessary, proceed against in due form of law against all or any trespassers on the said land or any part thereof and to take appropriate legal steps whether by actions or otherwise and to abate all nuisance.
  10. To accept notice and service of papers for and on behalf of the Principal from any Court / Kolkata Municipal Corporation / Tribunal and/or any other Competent Authority and / or persons.
  11. To pay and / or deposit all moneys including Court Fee and to grant valid receipts and discharges in respect thereof in the name of the Principal.
  12. To sign and submit papers, applications and documents for having the mutation effected in all public records and with all authorities and / or persons including the said Kolkata Municipal Corporation being appropriate jurisdiction in respect of the said land or any portion thereof and to deal with such authority and authorities in any manner to have mutation effected for and on behalf of the Principal.
  13. To pay all outgoings from the date of execution of these presents including sanction fees of Kolkata Municipal Corporation/ Municipal Taxes, rents, revenue and charges whatsoever payable

for and on account of the said land and building and receive refund and / or other moneys including compensation of any nature from requisition and / or acquisition authorities only in the name of the Principal and to grant valid receipts and / or discharges thereof.

14. To affix sign board or install any hoarding on the said Schedule Plot of the Land in the name of the Attorney as Developer.
15. To advertise in the newspapers for procuring buyers for selling the allocation of the Developer's only the proposed G+III storied building on behalf of the Principal.
16. To enter into any Agreements for the proposed Flats, Car Parking Spaces and to receive advance/earnest money / consideration money / security deposit / vide Account Payee Cheques in the name of the Developer in respect of the said spaces and the undivided proportionate impartible share in the land or any portion thereof for selling spaces, conveying the proportionate right, title and interest of the Principal in the land and to handover the copies of the relevant Documents in regard to 'title of the Principals' to such intending Purchaser/s in respect of Developer's ~~and Allocation~~ Allocation.
17. For all and any of the purposes herein before stated to appear and represent the Principal before all authorities having

Rebagan &  
Adv

jurisdiction on the Schedule Premises and to sign execute and submit papers and documents and the said Attorney can act in terms of the said Developer Power of Attorney.

18. To appear and represent the Principals before any notary, Registrar of Assurance, Metropolitan Magistrate and other Officer / Officers or Authority / Authorities having jurisdiction on the Schedule Premises and to present for registration and to acknowledge the registrar or have registered and perfected all Attorney in any manner concerning the Agreements / Conveyance in the said premises, relating to the Developer's ~~and~~ *Allocation* Allocation.
19. To apply for C.C/occupancy certificate drainage and water supply department from Kolkata Municipal Corporation and to accept the same on my behalf.
20. To apply the sanction plan of the proposed building and to revise such plan, being right to sign on such plan and prepare any other document relating to Kolkata Municipal Corporation building sanction department.

**AND** the Principal hereby ratifies confirms and agrees or undertakes to ratify confirm and acknowledge all and whatsoever the said Attorney or agent appointed under this Power hereinabove contained shall lawfully

do or caused to be done in the right of or by virtue of the registered "Development Agreement" as mentioned hereinabove, including such confirmations and other works till the completion of the whole deal as per the terms of the aforesaid registered "Development Agreement."

#### SCHEDULE OF LAND

ABL THAT piece and parcel of land measuring about 03 Cottahs, 02 Chittacks and 7.5 Square Feet be the same a little more or less, along with R.T. tile shed structure thereon, measuring about 50 Square Feet more or less, lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, being Assessee No. 31-109-03-1827-9, under District Sub-Registrar Office at Alipore, together with all sorts of easement rights over the adjacent common passage to the said property. It is butted and bounded in the following manner:

*Road Zone (Chakgaria - Rest)*

- |                       |                                    |
|-----------------------|------------------------------------|
| <b>ON THE NORTH :</b> | By Vacant Land;                    |
| <b>ON THE SOUTH :</b> | By 30' Feet Wide K.M.C. Road;      |
| <b>ON THE EAST :</b>  | Vacant Land of Block No. J (Part); |
| <b>ON THE WEST :</b>  | Vacant Land of Block No. J (Part). |

Panikar & Co.

IN WITNESS WHEREOF I do hereto and hereunto set and subscribed my hand on this 10<sup>th</sup> day of January, in the year Two Thousand Twenty (2020).

**SIGNED, SEALED AND DELIVERED**

By the Principal at Kolkata.

In presence of:

**WITNESSES**

- 01) *Rahul Dhar.*  
*Moy Nayan.*  
*Kol-45*

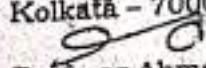
- 02) *Saimanta Das*  
*4 NO Khudira Road*  
*Kol - 152*

*Shaktacharya*  
 \_\_\_\_\_  
 SIGNATURE OF THE  
 PRINCIPAL/OWNER

TRANQUIL UTOPIA  
*Pan Gita Guin*  
 Authorised Signatory

TRANQUIL UTOPIA  
*Shaktacharya*  
 \_\_\_\_\_  
 Authorised Signatory  
 SIGNATURE OF THE  
 ATTORNEYS

Drafted by me:  
*Abhayan Me*  
*Alipore police court*  
*Kol-27*  
*F-1776/23*

Printed In:  
**PRINT ZONE**  
 Alipore Police Court,  
 Kolkata - 700027  
  
 Sarfaraz Ahmed

| PHOTO | left hand  | Thumb | 1 <sup>st</sup> finger | Middle Finger | Ring Finger | Small Finger |
|-------|------------|-------|------------------------|---------------|-------------|--------------|
|       |            |       |                        |               |             |              |
|       |            |       |                        |               |             |              |
|       | right hand |       |                        |               |             |              |

Name .....

Signature .....



| left hand  | Thumb | 1 <sup>st</sup> finger | Middle Finger | Ring Finger | Small Finger |
|------------|-------|------------------------|---------------|-------------|--------------|
|            |       |                        |               |             |              |
| right hand |       |                        |               |             |              |

Name .....

Signature *Pan G's*



| left hand  | Thumb | 1 <sup>st</sup> finger | Middle Finger | Ring Finger | Small Finger |
|------------|-------|------------------------|---------------|-------------|--------------|
|            |       |                        |               |             |              |
| right hand |       |                        |               |             |              |

Name .....

Signature *Bhattacharya*



| left hand  | Thumb | 1 <sup>st</sup> finger | Middle Finger | Ring Finger | Small Finger |
|------------|-------|------------------------|---------------|-------------|--------------|
|            |       |                        |               |             |              |
| right hand |       |                        |               |             |              |

Name .....

Signature *Bhattacharya*

Directorate of Registration & Stamp Revenue  
e-Challan

BRN No: 19-201920-014641197-1  
 BRN Date: 09/01/2020 22:01:35  
 BRN: IK0AKEPNR7  
 Payment Mode: Online Payment  
 Bank: State Bank of India  
 BRN Date: 09/01/2020 22:02:23

**DEPOSITOR'S DETAILS**

Name: TANMOY DHAR  
 Contact No.:  
 E-mail:  
 Address: AJOYNAGAR  
 Applicant Name: Mr. Rahul Dhar  
 Office Name:  
 Office Address:  
 Status of Depositor: Others  
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
 Id No.: 16300000039797/3/2020  
(Query No./Query Year)  
 Mobile No.: +91 8981314194

**PAYMENT DETAILS**

| Sl No        | Identification No     | Head of A/C Description                 | Head of A/C        | Amount ₹    |
|--------------|-----------------------|---|--------------------|-------------|
| 1            | 16300000039797/3/2020 | Property Registration-Stamp duty        | 0030-02-103-003-02 | 9570        |
| 2            | 16300000039797/3/2020 | Property Registration-Registration Fees | 0030-03-104-001-16 | 0           |
| <b>Total</b> |                       |   |                    | <b>1003</b> |

In Words: Rupees Ten Thousand Thirty only





*Whetstone*











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 16300000039797/2020

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      | Mr Arup Bhattacharya<br>1/33A, Bijoygarh, P.O:-<br>Jadavpur University,<br>P.S:- Jadavpur, District:-<br>South 24-Parganas,<br>West Bengal, India, PIN<br>- 700032  | Land Lord   |    |    | <i>A Bhattacharya</i><br>10/1/20 |
| 2      | Mr Paritosh Shil 28/117,<br>Mukundapur,<br>Block/Sector: C-2/1, And<br>2, Flat No: 2/4, P.O:-<br>Kalikapur, P.S:- Purba<br>Jadabpur, District:-South<br>24-Parganas, West<br>Bengal, India, PIN -<br>700099 | Represent<br>ative of<br>Developer<br>[MS<br>Tranquil<br>Utopia ] |   |   | <i>Paritosh Shil</i><br>10/1/20  |
| 3      | Mr Arup Bhattacharya<br>1/33A, Bijoygarh, P.O:-<br>Jadavpur University,<br>P.S:- Jadavpur, District:-<br>South 24-Parganas,<br>West Bengal, India, PIN<br>- 700032  | Represent<br>ative of<br>Developer<br>[MS<br>Tranquil<br>Utopia ] |  |  | <i>A Bhattacharya</i><br>10/1/20 |

| No. | Name and Address of Identific  | Identifier of  | Photo   | Finger Print  | Signature with date           |
|-----|--|--|---|---|-------------------------------|
|     | Mr. Ranul Dhar<br>Son of Late Ranajit Dhar<br>Alay Nagar, P.O.<br>Santoshpur, P.S.<br>Purba Jadabpur,<br>District:-South 24-<br>Parganas, West<br>Bengal, India, PIN -<br>700075 | Mr Arup Bhattacharya, Mr<br>Paritosh Shil, Mr Arup<br>Bhattacharya |  |  | <i>Ranul Dhar.</i><br>10/1/20 |

(Krishnendu Talukdar)  
DISTRICT SUB-  
REGISTRAR  
OFFICE OF THE D.S.R. -  
V SOUTH 24-PARGANAS  
South 24-Parganas, West  
Bengal

### Major Information of the Deed

|  |  |   |            |
|--|--|---|------------|
| Name   | 1630-00417/2020  | Date of Registration                                    | 12/02/2020 |
| Date   | 1630-0000039797/2020   | Office where Deed is registered                         |            |
| Applicant Name, Address & Other Details                      | 08/01/2020 12:37:18 PM   | D.S.R. V SOUTH 24-PARGANAS, District: South 24-Parganas |            |
| Transaction Type   | Rahul Dhar<br>Ajoynagar, Thana: Purba Jadabpur, District: South 24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 9836926200, Status : Deed Writer. |   |            |
| [0110] Sale, Development Agreement or Construction agreement | [4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]              |   |            |
| Stamp Duty   | Market Value   |   |            |
| Rs. 2/-  | Rs. 99,06,563/-  |   |            |
| Stamp Duty Paid  | Registered Fee Paid  |   |            |
| Rs. 10,070/- (Article:48(g))                                 | Rs. 80/- (Article: E, E, E, M(b), H)   |   |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)   |   |            |

#### Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chak Garia, Road Zone : (Chakgaria -- Rest) , , Premises No: 1827, , Ward No: 109 Pin Code : 700075

| Sch No               | R/O Number | Khatian Number | Land Use Proposed ROR | Area of Land               | Set Off Value (In Rs) | Market Value (In Rs) | Other Details                  |
|----------------------|------------|----------------|-----------------------|----------------------------|-----------------------|----------------------|--------------------------------|
| L1                   |            |                | Bastu                 | 3 Katha 2 Chatak 7.5 Sq Ft | 1/-                   | 98,76,563/-          | Width of Approach Road: 30 Ft. |
| <b>Grand Total :</b> |            |                |                       | <b>5.1734Dec</b>           | <b>1/-</b>            | <b>98,76,563 /-</b>  |                                |

#### Structure Details :

| Sch No   | Structure Details | Area of Structure | Set Off Value (In Rs) | Market Value (In Rs) | Other Details             |
|--|-------------------|-------------------|-----------------------|----------------------|---------------------------|
| S1   | On Land L1        | 100 Sq Ft.        | 1/-                   | 30,000/-             | Structure Type: Structure |
| Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete |                   |                   |                       |                      |                           |
| <b>Total :</b>   |                   | <b>100 sq ft</b>  | <b>1 /-</b>           | <b>30,000 /-</b>     |                           |

**1 Mr Arup Bhattacharya**  
 Son of Mr. Bani Chandra Bhattacharya 1/33A, Bijoypath, P.O.- Jadavpur University, P.S.- Jadavpur, District-  
 South 24 Parganas, West Bengal, India, PIN - 700032 Ser: Male, By Caste: Hindu, Occupation: Others, Citizen of  
 India, PAN No.: AORPB6492G, Aadhaar No: 40xxxxxxxx8383, Status: Individual, Executed by: Self, Date of  
 Execution: 10/01/2020  
 Admitted by: Self, Date of Admission: 10/01/2020 Place: Pvt. Residence, Executed by: Self, Date of  
 Execution: 10/01/2020  
 Admitted by: Self, Date of Admission: 10/01/2020 Place: Pvt. Residence

**Developer Details :**

**1 MS Tranquil Utopia**  
 C/257, Survey Park, P.O.- Santoshpur, P.S.- Purba Jadavpur, District-South 24-Parganas, West Bengal, India,  
 PIN - 700075, PAN No.: AAJFT3620F Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by:  
 Representative

**Representative Details :**

**1 Mr Paritosh Shil (Presentant)**  
 Son of Mr. Parmit Shil 28/117, Mukundapur, Block/Section: C-2/1, And 2, Flat No: 2/4, P.O.- Kallinapur-  
 P.S.- Purba Jadavpur, District-South 24-Parganas, West Bengal, India, PIN - 700039, Ser: Male, By  
 Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: AYYP65338D, Aadhaar No:  
 45xxxxxxxx3349 Status: Representative, Representative of: MS Tranquil Utopia (as Partner)

**2 Mr Arup Bhattacharya**  
 Son of Mr. Bani Chandra Bhattacharya 1/33A, Bijoypath, P.O.- Jadavpur University, P.S.- Jadavpur,  
 District-South 24-Parganas, West Bengal, India, PIN - 700032, Ser: Male, By Caste: Hindu,  
 Occupation: Others, Citizen of India, PAN No.: AORPB6492G, Aadhaar No: 40xxxxxxxx8383 Status:  
 Representative, Representative of: MS Tranquil Utopia (as Partner)

**Identifier Details :**

| Identifier  | Role | Class | Class ID |
|---|------|-------|----------|
| Mr Rahul Dhar<br>Son of Late Parajit Dhar<br>Ajay Nagar, P.O.- Santoshpur, P.S.-<br>Purba Jadavpur, District-South 24-<br>Parganas, West Bengal, India, PIN -<br>700075 |      |       |          |
| Identifier Of Mr Arup Bhattacharya, Mr Paritosh Shil, Mr Arup Bhattacharya  |      |       |          |

of property for

From: Mr Arup Bhattacharya  
To: with area (Name-Area)  
MS. Tranquil Utopia-5.17344 Dec

Master of Property for

| Sl. No | From                 | To, with area (Name-Area)              |
|--------|----------------------|--|
| 1      | Mr Arup Bhattacharya | MS. Tranquil Utopia-100.00000000 Sq Ft |

12/01/2020  
Representation Under Section 52 A RUM 22A(1) WB Registration Rules 1962  
presented for registration at 18:25 hrs on 10-01-2020 at the Private residence by Mr Paritosh Shil

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 99,06,563/-

Admission of Execution (Under Section 58 WB Registration Rules 1962)

Execution is admitted on 10/01/2020 by Mr Arup Bhattacharya, Son of Mr Bakul Chandra Bhattacharya, 1/33A, Bijoygarh, P.O: Jadavpur University, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Others

Identified by Mr Rahul Dhar, Son of Late Ranajit Dhar, Ajay Nagar, P.O: Santoshpur, Thana: Purba Jadabpur, South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Others

Admission of Execution (Under Section 58 WB Registration Rules 1962) (Representative)

Execution is admitted on 10-01-2020 by Mr Paritosh Shil, Partner, MS Tranquil Utopia, C/267, Survey Park, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075

Identified by Mr Rahul Dhar, Son of Late Ranajit Dhar, Ajay Nagar, P.O: Santoshpur, Thana: Purba Jadabpur, South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Others

Execution is admitted on 10-01-2020 by Mr Arup Bhattacharya, Partner, MS Tranquil Utopia, C/267, Survey Park, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075

Identified by Mr Rahul Dhar, Son of Late Ranajit Dhar, Ajay Nagar, P.O: Santoshpur, Thana: Purba Jadabpur, South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Others

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

On 21-01-2020  
Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60/- ( E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 60/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 09/01/2020 10:02PM with Govt. Ref. No: 192019200146411971 on 09-01-2020, Amount Rs: 60/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0AKEPNR7 on 09-01-2020, Head of Account 0030-03-104-001-16

Stamp Duty  
Certified that required Stamp Duty payable on this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs. 100/-  
by online = Rs. 9,970/-

Description of Stamp  
Stamp Type: Impressed, Serial no 788310, Amount: Rs. 100/-, Date of Purchase: 07/12/2019, Vendor name: I Chakraborty.  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 09/01/2020 10:02PM with Govt. Ref. No: 192019200148411971 on 09-01-2020, Amount Rs: 9,970/-, Bank: State Bank of India (SBIN0000001), Ref. No: 1K0AKEPNR7 on 09-01-2020, Head of Account 0030-02-103-003-02

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

On 12/02/2020

Certificate of Admissibility (Rule 48, West Bengal Registration Rules 1952)

Admissible under rule 21 of West Bengal Registration Rule, 1952 duly stamped under schedule 1A, Article number: 48 (g) of Indian Stamp Act 1899.

Krishnendu Talukdar  
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 1630-2020, Page from 15092 to 15166  
being No 163000417 for the year 2020.



Digitally signed by KRISHNENDU  
TALUKDAR  
Date: 2020.02.12 16:27:40 +05:30  
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2020/02/12 04:27:40 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
West Bengal.

