

SMT. SANJI NASKAR ALIAS SMT. SANJITA NASKAR, (PAN - AUHPN8765E), (Aadhaar No. 2959 9094 7554), wife of Sri Subhas Chandra Naskar, by Faith - Hindu, by Occupation - House wife-cum-property Holder, by Nationality - Indian, residing at 28/3, Park Avenue, Modern Park, Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 700 075, hereinafter called and referred to as the "OWNER/ FIRST PARTY" (which expression shall unless excluded by or repugnant to the context shall mean and include her heir/heirs, executor/executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the ONE PART

AND

'SWARANIKA' (PAN - AJBPD5329H), a proprietorship firm having its office at 10, 2nd Street Modern Park, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075 represented by its sole proprietress, SMT. DIPTI DAS, (PAN - AJBPD5329H), (Aadhaar No. 9095 4915 2475), wife of Sri Anjan Kanti Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 10, 2nd Street, Modern Park, P.O. - Santoshpur, P.S. Survey Park, Kolkata - 700075, hereinafter called and referred to as the DEVELOPER/SECOND PART (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the OTHER PART.

WHEREAS by virtue of a registered Deed of Partition dated 17.12.1979, registered in the Office of Sub-Registrar Alipore and entered into Book No.1, Volume No. 174, Page No. 88 to 98, Deed No. 6819 for the year 1979 one Sri Ram Chandra Naskar, son of Late Nitai Charan Naskar of 91, Modern Park, Kolkata- 700 075 being the Party of the First Part of the said Deed of Partition obtained a plot of Bastu land measuring an area of 15 (Fifteen) Cottahs 1 (One) Chittack together with structure marked as Letter - 'A' by Red border line therein comprising in C.S. Dag No. 703, under C.S. Khatian No. 98, corresponding to R.S. Dag No. 773, under R.S. Khatian No. 95 of Mouza- Rajapur, J.L. No. 23, R.S. No. 14, District Collectorate Touzi No.109, Pargana- Khaspur, Kolkata- 700 075.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 16.12.1999, registered in the office of District Sub-Registrar III, Alipore and entered into Book No. 1, Volume No.13, Page No.204 to 213, Deed No. 390 for the year 2000, said Sri Ram Chandra Naskar sold, conveyed, transferred, assigned and granted part of his said demarcated Bastu land measuring an area of 7 (Seven) Cottahs 20 (Twenty) Sq.ft. together with structure in favour of the present OWNER namely Smt. Sanji Naskar alias Smt. Sanjita Naskar, the OWNER herein and the said land situated in Mouza- Rajapur, J.L. No. 23, R.S. No.14, Touzi No. 109, Pargana- Khaspur, comprising in C.S. Dag No. 703, under C.S. Khatian No.; 98, corresponding to R.S. Dag No. 773, under R.S. Khatian No. 95, within at present K.M.C. Ward No. 103, Police Station- Survey Park (formerly P.S. Purba Jadvpur), Kolkata- 700 075.

AND WHEREAS thereafter the OWNER herein has recorded her name in the record of K.M.C. in respect of her total purchased Bastu land and property measuring an area of 7 (Seven) Cottahs 20 (Twenty) Sq.ft. alongwith existing structure known as K.M.C. Premises No. 91, Modern Park, Assessee No. 31-103-29-0091-8 and also known as postal address 28/3, Park Avenue, Modern Park, P.O. Santoshpur, presently Police Station- Survey Park (formerly Police Station- Purba Jadavpur), Kolkata- 700 075.

AND WHEREAS the present OWNER as the Owner mutated her name in the record of Block Land and Land Reforms Officer, Kasba in respect of her total purchased land measuring an area of 7 (Seven) Cottahs 20 (Twenty) Sq.ft. vide Mutation Case No. 1729/2000 being Memo No.18/2/Mut/Addl. B.L.& L.R.O/ATM, Kasba/2000 dated 04.01.2001 and paid the land taxes in respect of her property to the concerned Authority.

AND WHEREAS said OWNER namely SMT. SANJI NASKAR ALIAS SMT. SANJITA NASKAR, wife of Sri Subhas Chandra Naskar becomes the absolute recorded owner of the said property measuring land area of 7 (Seven) Cottahs 20 (Twenty) Sq.ft. together with an old one single storied building at present standing thereon measuring an area of 500 (Five hundred) Sq.ft. and also one tile shed measuring covered area of 220 (Two hundred and twenty) Sq.ft. situated in Mouza - Rajapur, J.L. No. 23, Touzi No. 109, R.S. No. 14, Pargana - Khaspur, comprising in C.S. Dag No. 703, under C.S. Khatian No. 98, corresponding to R.S. Dag No. 773, under R.S. Khatian No. 95, within The Kolkata

Municipal Corporation Ward No. 103, Premises No. 91, Modern Park, Police Station – Survey Park, known as postal address 28/3, Park Avenue, Modern Park, P.O. Santoshpur, Kolkata- 700 075 morefully described in the SCHEDULE-A below.

AND WHEREAS the OWNER becomes the lawful owner and absolutely entitled to the said land and building and tile shed known as K.M.C. Premises No. 91, Modern Park, within K.M.C. Ward No. 103, Police Station presently Survey Park formerly P.S. Purba Jadavpur, known as Postal address 28/3, Park Avenue, Kolkata - 700 075.

AND WHEREAS the OWNER herein becomes the absolute recorded owner of the said plot of land measuring 7 (Seven) Cottahs 20 (Twenty) Sq.ft. together with an old one single storied building measuring an area of 500 (Five hundred) Sq.ft. and also Tile Shed standing thereon at present measuring an area of 220 (Two Hundred and Twenty) Sq.ft. situated in Mouza – Rajapur, J.L. No. 23, Touzi No. 109, R.S. No. 14, comprising in C.S. Dag No. 703, under C.S, Khatian No. 98 corresponding to R.S. Dag No. 773, under R.S. Khatian No. 95, known as K.M.C. Premises No. 91, Modern Park, corresponding to Postal Address 28/3, Park Avenue, Modern Park, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District - South 24-Parganas and the entire property i.e. land and tile shed and building have been described in the SCHEDULE- 'A' below.

AND WHEREAS by virtue of a registered Deed of Gift, registered on 27.04.2021, registered in the office of District Sub-Registrar UL Alipore and entered into Book No.1, Deed No. 03670 for the year 2021, the present OWNER transferred, donated and gifted a demarcated part of her land measuring an area of 1 (One) Cottah 7 (Seven) Chittacks 27 (Twenty seven) Sq.ft. alongwith a one single storied building measuring an area of 500 (Five hundred) Sq.ft. out of her total land measuring an area of 7 (Seven) Cottahs 20 (Twenty) Sq.ft. alongwith existing tile shed area of 220 (Two hundred and twenty) Sq.ft. and an old single storied building measuring an area of 500 (Five hundred) Sq.ft. standing in the said Premises being No.91, Modern Park and also known as postal address 28/3, Park Avenue, Modern Park, Santoshpur, Kolkata- 700 075 in favour of her husband namely Sri Subhas Chandra Naskar.

AND WHEREAS now the present OWNER herein is now the absolute owner of the remaining land measuring land area of 5 (Five) Cottahs 8 (Eight) Chittacks 38 (Thirty eight) Sq.ft. more or less standing thereon a tile shed measuring an area of 220 (Two

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hundred and twenty) Sq.ft. situated at Mouza - Rajapur, J.L. No.23, comprising in R.S. Dag No.773, under R.S. Khatian No.95, corresponding to C.S. Dag No.703, under C.S. Khatian No.98, within K.M.C. Ward No.103, known as K.M.C. Premises No.91, Modern Park, Assessee No.31-103-29-0091-8, under formerly P.S. Purba Jadavpur, at present P.S. Survey Park, Kolkata - 700 075 as described in the **SCHEDULE - A** below and the present **OWNER** herein has been enjoying the said land and tile shed without any interruption and hindrances by anybody else.

AND WHEREAS the **OWNER** is very much desirous to construct a ground plus three storied building with lift facility on her said property measuring net land area of 5 (Five) Cottahs 8 (Eight) Chittacks 38 (Thirty eight) Sq.ft. more or less and to make the construction of a new building upon the said property she searched for a reputed **DEVELOPER** in her locality. Upon knowledge of such desire the **DEVELOPER** has approached the **OWNER** for development of the said property and the **OWNER** herein has agreed to do so as per the terms and conditions as mentioned hereinafter.

AND WHEREAS the party of the **SECOND PART/DEVELOPER** herein has agreed to make the construction of the proposed ground plus three storied building with lift facility in flat systems for residential one in exchange of getting her cost of construction and her remuneration for supervision of such construction in kind of flats etc. and the **OWNER** will get entire complete First Floor flats and one complete three Bed room Flat on Third floor North-West side of the building and also 50% of the sale proceeds of the remaining 3rd Floor flat on built up area (excluding Developer's and also Owner's allocated Third floor flats) and 50% of the sanction Car Parking area on ground floor of the proposed building to be settled by the **DEVELOPER** and the **OWNER** during construction of the building. The **OWNER** shall also get the non refundable amount of Rs.13,75,000/- (Rupees Thirteen Lac Seventy Five Thousand only) from the **DEVELOPER** by two instalments: (i) At the time of execution of this Agreement Rs.12,50,000/- (Rupees Twelve Lac fifty thousand) only as shown in the memo below (ii) At the time of handing over Owner's Allocation balance Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only as morefully described in the **SCHEDULE 'B'** hereunder written as **OWNER'S ALLOCATION**. The **OWNER** shall also enjoy the proportionate share of land together with the right of enjoyment of all the common amenities/facilities of the building as mentioned in the **SCHEDULE-'C'**



below and the DEVELOPER shall enjoy the rest construction of the proposed building to be erected at the cost of the DEVELOPER morefully described below.

AND WHEREAS the DEVELOPER herein shall get the entire sale proceeds of the sanction area of the rest construction of the proposed building i.e. entire Second floor flats and one complete three bed room flat on Third Floor South-East side and 50% of the sanction Car Parking Space area on Ground floor of the proposed building (excluding the Owner's 50% ground floor sanction Car Parking area) and 50% sale proceeds of the remaining Third Floor flat (excluding Owner's and also Developer's flats on Third Floor) as mentioned in the SCHEDULE "D" herein and hereinafter referred to as the "DEVELOPER'S ALLOCATION". The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The DEVELOPER shall erect the entire proposed ground plus three storied building with lift facility at her cost and her supervision and labour to be erected as per annexed Specification as well as the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as cost of land etc. in connection with the said flats etc.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNER** : shall mean the Party of the FIRST PART herein SMT. SANJI NASKAR ALIAS SMT. SANJITA NASKAR, (PAN - AUHPN8765E), (Aadhaar No. 2959 9094 7554), wife of Sri Subhas Chandra Naskar, by Faith - Hindu, by Occupation - House wife-cum-property Holder, by Nationality - Indian, residing at 28/3, Park Avenue, Modern Park, Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 700 075 and her legal heir/heirs, executor/executors, administrator/administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean 'SWARANIKA' a proprietorship firm having its office at 10, 2nd Street Modern Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075 represented by its sole proprietress, SMT. DIPTI DAS, (PAN -

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AJBPD5329H), wife of Sri Anjan Kanti Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 10, 2nd Street, Modern Park, P.O. - Santoshpur, P.S. Survey Park, Kolkata - 700075, Party of the **SECOND PART** herein for the time being and her respective executors, successors-in-office or successors-in-interest, legal heirs, representatives, administrators and assigns.

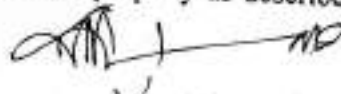
- (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
- (d) **PREMISES** : shall mean the Property measuring net land area of 5 (Five) Cottahs 8 (Eight) Chittacks 38 (Thirty eight) Sq.ft.more or less whereon standing a tile shed measuring an area of 220 (Two hundred and twenty) Sq.ft. situated at Mouza - Rajapur, J.L. No.23, R.S. No.14, Touzi No. 109, Pargana- Khaspur, comprising in R.S. Dag No.773, under R.S. Khatian No.95, corresponding to C.S. Dag No.703, under C.S. Khatian No.98, within K.M.C. Ward No.103, known as **K.M.C. Premises No.91, Modern Park**, Assessee No.31-103-29-0091-8, under formerly P.S. Purba Jadavpur, at present P.S. Survey Park, known as postal address 28/3, Park Avenue, Modern Park, Kolkata - 700 075, as mentioned and described in the **SCHEDULE 'A'** hereunder written.
- (e) **BUILDING** : shall mean the proposed **ground plus three storied building with lift facility** to be constructed on the said property as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII at the cost of the **DEVELOPER**.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, all landings and stair ways, passages/ ways, and drive ways, for egress and ingress meter space and electric main meter and its connection water and water lines and all plumbing lines and water lines, underground water reservoir, over head water tank, lift, lift room alongwith lift lobby and lift, well, K.M.C. water connection and common K.M.C. water, Caretaker's room and toilet on ground floor, main gate and entrance, boundary wall, common vacant space between building and boundary wall, water pump, motor and all roofs and parapet wall and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of



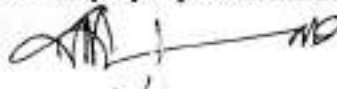
the building and such common areas shall be enjoyed by the **Land Owner** and all other flat owners who shall purchase the same from the **DEVELOPER**.

- (g) **OWNER'S ALLOCATION** : The **OWNER** will get entire complete First Floor flats and one complete three Bed room Flat on Third floor North-West side of the building and also 50% of the sale proceeds of the remaining 3rd Floor flat on built up area (excluding Developer's and also Owner's allocated Third floor flats) and 50% of the sanction Car Parking area on ground floor of the proposed building to be settled by the **DEVELOPER** and the **OWNER** during construction of the building. The **OWNER** shall also get the non refundable amount of Rs.13,75,000/- (Rupees Thirteen Lac Seventy Five Thousand only) from the **DEVELOPER** by two instalments: (i) At the time of execution of this Agreement Rs.12,50,000/- (Rupees Twelve Lac fifty thousand) only as shown in the memo below (ii) At the time of handing over Owner's allocation balance Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only as morefully described in the **SCHEDULE 'B'** hereunder written. This is called the **Owner's Allocation** as mentioned above also morefully described in the **SCHEDULE 'B'** hereunder written. The **OWNER** shall also enjoy the proportionate share of land togetherwith the right of enjoyment of all the common amenities facilities of the building.
- (h) **DEVELOPER'S ALLOCATION** : shall mean the rest construction of the building excluding the **OWNER'S** Allocation of the proposed building the **DEVELOPER** herein shall get the entire sale proceeds of the sanction area of the rest construction of the proposed building i.e. entire Second floor flats and one complete three bed room flat on Third Floor South-East side and the 50% of the sanction Car Parking Space area on Ground floor of the proposed building (excluding the Owner's 50% ground floor sanction Car Parking area) and 50% sale proceeds of the remaining Third Floor flat (excluding Owner's and also Developer's flats on Third Floor) as mentioned in the herein and together with undivided proportionate share of land and right of use the other common rights and facilities etc. of the building as described in the **SCHEDULE 'D'** hereunder written.

- (i) **THE ARCHITECT** : shall mean such person/persons who will be appointed by the **DEVELOPER** for both designing and planning for proposed building to be erected the building on the said premises.
- (j) **BUILDING PLAN** : would mean such building plan to be prepared by the Planner/Architect to be appointed by the **DEVELOPER** for the construction of the building to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII at the cost of the **DEVELOPER**.
- (k) **INTENDING PURCHASER(S)** : shall mean new buyer(s) who shall purchase the flat and/or Car Parking from the new proposed building at his/her/their cost and the intending Purchasers) shall have to abide by the rules and regulations of the new proposed building to be prepared by all the flat Owners.
- (l) **PROJECT** : shall mean new proposed construction of the building to be erected in the said Premises at the cost of the **DEVELOPER** and for the same the **LAND OWNER** shall have to give full co-operation to the **DEVELOPER** as and when necessary.
- (m) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (n) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building shall be transferred from the Developer's Allocation.
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
3. **THE OWNER DECLARES** as follows:
- (a) That she is the absolute **OWNER** and seized and possessed of and/or well and sufficiently entitled to the said property, as described in the **SCHEDULE 'A'** below.
- (b) That the said property is free from all encumbrances and the **OWNER** has a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.



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3. **THE OWNER DECLARES** as follows:
- (a) That she is the absolute **OWNER** and seized and possessed of and/or well and sufficiently entitled to the said property, as described in the **SCHEDULE 'A'** below.
- (b) That the said property is free from all encumbrances and the **OWNER** has a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.



- (c) That the said land property, is free from all encumbrances, charges, liens, mortgages, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. **THE OWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNER** has hereby granted exclusive right to the **DEVELOPER** and also undertakes that the **DEVELOPER** shall have right to do the new construction on the said property to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.
- (b) i) **OWNER'S ALLOCATION** : The **DEVELOPER** shall give the **OWNER** as the **OWNER'S ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written.
- ii) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** shall get its allocation as described in the **SCHEDULE-D** hereunder written below.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and its alteration/ modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the **DEVELOPER** for and in the name of the **OWNER** at the cost of the **DEVELOPER** and if any alteration/modification of making further plans for proposed construction are required the **OWNER** shall give such written permission to the **DEVELOPER** without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOPER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNER** in her name and on her behalf in connection with any or all of the matters aforesaid and the **OWNER**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.



- (e) That the **DEVELOPER-Firm** shall erect the building in the said premises as per the building plan to be sanctioned by K.M.C. and for the same the **OWNER** shall put her signatures as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the **Developer's Allocation** together with proportionate undivided land share and other common rights of the building to the intending purchasers and receive part or full consideration money from the sale of part or full of the **DEVELOPER'S ALLOCATION** to be erected exclusively at the cost of the **DEVELOPER**.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a **ground plus three storied building with lift facility** thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.
- (g) The **DEVELOPER** shall make, building construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by it for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said property in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of the **DEVELOPER'S ALLOCATION** of the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the name of the **OWNER** and represent her before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNER** shall not raise any objections for it, on the contrary the **OWNER** shall give full co-operations to the **DEVELOPER** for doing the proposed project.



- (j) That the **DEVELOPER** shall at her own costs construct and complete the proposed building at the said premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 48 (Forty eight) months from the date of this Agreement and 6 (Six) months grace period thereafter, at the time of this Agreement the **OWNER** shall deliver vacant possession of the property to the **DEVELOPER**. After completion of mutation in the name of the **OWNER** in the record K.M.C, the **DEVELOPER** shall submit the building plan before The Kolkata Municipal Corporation and thereafter sanction of the building the **DEVELOPER** shall take the registration of The West Bengal Housing Industry Registration Act 1917 and its Rules 2018 in brief HIRA registration for the proposed project at the cost of the **DEVELOPER**. If the construction is not completed within the stipulated period as mentioned above, the **DEVELOPER** shall have to pay the monthly penalty of Rs. 40,000 (Rupees Forty Thousand) only to the **OWNER** till the date of handing over possession of the **OWNER'S ALLOCATION**. All the expenses relating to the property shall be borne by the **DEVELOPER**.
- (k) That the **DEVELOPER** shall install in the said building at her own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, lift and its machine electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats etc. therein on Ownership basis and as mutually agreed upon.
5. **THE OWNER HEREBY AGREES AND CONVENANT WITH THE DEVELOPER** as follows:-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said new building at the said premises by the **DEVELOPER** at its cost.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.

- (iii) The OWNER shall positively give vacant possession of the entire premises as mentioned in the SCHEDULE 'A' hereunder to the DEVELOPER for making construction work of the proposed building as per sanctioned building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the DEVELOPER who shall complete the proposed building within 48 (Forty eight) months from the date of this Agreement together with a grace period of six months thereafter.
- (iv) The DEVELOPER shall sell all the DEVELOPER'S ALLOCATION of the proposed building, as described in the SCHEDULE 'D' hereunder written TOGETHER WITH proportionate undivided share of land of the said premises and the common areas and facilities proportionately and proportionate services of common places. The DEVELOPER shall receive the advance and advances or part or full i.e. entire consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the DEVELOPER'S ALLOCATION as per its terms and conditions and the DEVELOPER shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the DEVELOPER'S ALLOCATION.
- (v) The OWNER hereby empowers and authorizes the DEVELOPER to do this project in connection with the said property as described in the SCHEDULE - A hereunder written such as to sell or any kind of transfer of the DEVELOPER'S ALLOCATION through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit for the interest of the project etc. to appoint different type of professional men, to appoint Advocate, to receive part or full consideration money on the DEVELOPER'S ALLOCATION, to negotiate any matter for the said property etc.

6. THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE OWNER as follows :-



- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
- (ii) To complete the construction of the building within **48 (Forty eight) months** from the date of this Arrangement with a grace period of six months. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest, any epidemic disease. if the such construction work is hampered the such delay period shall not be counted and the **DEVELOPER** shall have liberty to extend the time till the period of such 'Force Majeure'. After execution of this agreement whenever the **DEVELOPER** shall inform the **OWNER** to vacate the Premises, without any delay, the **OWNER** shall have to vacate the Premises for the promotion work of the said property and handover the possession of the property for the promotion work.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the **OWNER** whereby the **DEVELOPER** is prevented, from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) Completion time of the project shall be of **48 (Forty eight) months** to be counted from the date of this Agreement together with a grace period of **6 (Six) months** time thereafter.
- (vi) The **DEVELOPER** shall act in respect of the proposed project as per the terms and conditions of this Agreement.
- (vii) All expenses and cost for the project including sanction of the building plan, soil test, supervision for construction of the proposed building and also Completion Certificate of the building shall be paid by the **DEVELOPER**; and the **DEVELOPER** shall have to pay all the previous outstanding taxes of K.M.C. after recording the name of the **OWNER** in the record of the K.M.C., up to land tax (khajna). The **OWNER** shall have to pay the K.M.C. taxes after getting possession of the **OWNER'S ALLOCATION** in the said building. The **DEVELOPER** shall



pay the taxes for the period of construction of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.

- (viii) The complete construction specification shall be the part of this agreement as morefully mentioned in the annexure marked as Annexure - X.
- (ix) Any debt/loan and/or to be taken by the DEVELOPER to construct the said proposed ground plus three storied building shall not be borne by the Land OWNER at any time whatsoever and for the same the OWNER shall never be responsible.

7. **MUTUAL COVENANT AND INDEMNITIES :-**

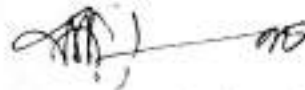
- (i) The OWNER hereby undertakes that the DEVELOPER shall be entitled to the rest proposed construction excluding the OWNER'S ALLOCATION and shall enjoy her DEVELOPER'S ALLOCATION without interference or disturbances from the OWNER'S end, provided the DEVELOPER shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per Annexure - X.
- (ii) The OWNER shall execute and register the Development Power of Attorney within these presents in favour of the DEVELOPER to complete the project and also register the conveyance Deeds in favour of the intending purchasers and the DEVELOPER shall also execute and register the necessary Deed of Conveyance in favour of the intending Purchasers only on the DEVELOPER'S ALLOCATION of the building and by virtue of this registered Development Agreement the DEVELOPER is hereby empowered by the OWNER to execute and register her Allocation to the Third Party in respect of the said property as described in the SCHEDULE - A below.
- (iii) The OWNER shall handover the original Title Deed, link deeds, K.M.C. Mutation Certificate, paid up K.M.C. Tax bills, B.L. & L.R.O. Mutation Certificate, paid up khanja receipts and other original papers in respect of the property to the DEVELOPER at the time of execution and registration of this agreement and the DEVELOPER shall grant receipt for the same in favour of the OWNER.



- (iv) The **OWNER** shall have to pay the necessary maintenance of the building and also the proportionate taxes after taking delivery of the **OWNER'S**

ALLOCATION. The **DEVELOPER** shall pay the taxes for the period of construction of the building in respect of the building and thereafter the maintenance and also the proportionate taxes in respect of her allocation till the handing over her allocation to the intending Purchasers.

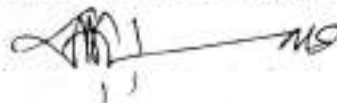
- (v) That during pendency of this Agreement if the **OWNER** leaves this material world, her legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full written co-operation to the **DEVELOPER.** The **OWNER'S ALLOCATION** shall then remain unchanged. Simultaneously if the **DEVELOPER** leaves this material world during the construction work, her legal heirs shall have to abide by all the terms and condition of this agreement.
- (vi) The **OWNER** though the **DEVELOPER** shall take proper initiative to record her name in the record of K.M.C. and the **DEVELOPER** clear up all the outstanding taxes on behalf of the **OWNER.** The **OWNER** shall also mutate her name in the record of B.L. & L.R.O. and also take the necessary conversion in respect of her property at the cost of the **DEVELOPER.**
- (vii) The **DEVELOPER** shall bear all the financial liabilities of the project and demolish the existing structure of the Premises at its cost and enjoy the entire sale proceeds thereto.
- (viii) It has also been mutually settled between the **DEVELOPER** and the **OWNER** that as per sanction of the flat area **DEVELOPER'S** share on Third floor front side total flat area shall be little more area than the flat area of the **OWNER** on this Third floor back side area as per sanction plan and so the **DEVELOPER** or the **OWNER** has to pay the either value of such excess area of the flats strictly on built up area @Rs 4000/- (Rupee Four Thousand only) per Sq.ft. at the time of handing over **OWNER'S ALLOCATION** to the **OWNER.**
- (ix) During construction if any accident occurs the **DEVELOPER** shall take all the financial liabilities and the **OWNER** shall not take any liability for the same.



8. **THE OWNER HEREIN EXECUTES THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW TO DO THE PROMOTION WORK :**

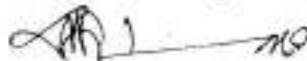
I, the OWNER herein namely, **SMT. SANJI NASKAR ALIAS SMT. SANJITA NASKAR, (PAN - AUHPN8765E), (Aadhaar No. 2959 9094 7554),** wife of Sri Subhas Chandra Naskar, by Faith - Hindu, by Occupation - House wife-cum-property Holder, by Nationality - Indian, residing at 28/3, Park Avenue, Modern Park, Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 700 075, do hereby appoint 'SWARANIKA' (PAN - AJBPD5329H), a proprietorship firm having its office at 10, 2nd Street Modern Park, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075 represented by its sole proprietress, **SMT. DIPTI DAS, (PAN - AJBPD5329H), (Aadhaar No. 9095 4915 2475),** wife of Sri Anjan Kanti Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 10, 2nd Street, Modern Park, P.O. - Santoshpur, P.S. Survey Park, Kolkata - 700075, as my lawful Attorney on my behalf to do the following acts in respect of their property as mentioned in the **SCHEDULE** below:

1. To look after and manage the property on behalf of the OWNER/PRINCIPAL.
2. To look after and to control all the affairs for the development or the said land and construction of a Ground Plus Four storied building with Lift facility thereon on the said Premises as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER and the DEVELOPER shall sign and execute on behalf of the OWNER all the Declaration Deeds or any other Declarations as mentioned in the SCHEDULE below property and register the such documents as per requirement for the interest of the proposed project.
3. To cause mutation of my Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay

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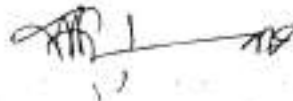
necessary taxes to The Kolkata Municipal Corporation as and when necessary on my behalf.

4. To cause mutation and/or conversion of my Property where necessary effected in the revenue and/or in the record of the LD. B.L. & L.R.O. and/or under the jurisdiction and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate and/or conversion certificate and other necessary papers thereof and pay necessary taxes to the LD. B.L. & L.R.O. as and when necessary on my behalf for B.L. & L.R.O. Mutation and/or also Conversion purposes and also to sign all papers or forms or application for taking clearance of Land Acquisition from the concerned Department on my behalf.
5. To sign, execute and submit all Development building Plans, revised plan, completion plan, Documents, Statements, Papers, Undertakings, Declarations related thereto, may be required for necessary sanction, modification and/or alteration of sanctioned plan to be sanctioned by The Kolkata Municipal Corporation and/or any appropriate authority and other appropriate authorities on behalf of the landowner/Principal and to sign completion plan.
6. To appear and represent on behalf of the PRINCIPAL i.e. LAND OWNER herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal police, necessary Departments of Government of West Bengal, in connection with the sanction, modification and/or alteration of sanctioned building Plan for the above mentioned property and also for the interest of the proposed project and execute and sign all the papers related thereto.
7. To pay fees for obtaining the sanction, modification and such other orders and permissions from the necessary authorities on behalf of land owner as required for sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of all type of, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and


13

appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as the said Attorney shall think fit and proper.

8. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the sanctioned plans to any authority or authorities.
9. To develop the said property by making construction of such type of building or buildings thereon as per sanctioned building plan as the said Attorney may deem fit and proper and for that purpose to demolish and/or remove any house, building and/or structure of whatsoever nature standing in the said property, as my said Attorney shall think fit and proper.
10. To apply for obtaining electricity-connection from CESC and also gas connection and also for installation lift in the Premises and to take telephone or other connections and also install electric transformer in the said property and /or to make alteration therein and to disconnect the same and for those purposes my Attorney shall sign, execute and submit all papers, applications, documents on my behalf and shall do all the acts and deeds on my behalf and my attorney shall execute and sign all the papers related thereto.
11. My said Attorney shall sign plans to be submitted before the concerned authority/authorities for the connection of water, drainage and sewerage in the said Premises and execute and sign all paper related thereto for the sanction of drainage and sewerage connection and also internal and external drainage drawing and also the connection of water in the said property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on my behalf.
12. To apply for and obtain building materials from the concerned authorities for consumption of the proposed building to be erected on the said property as



aforesaid and also to pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.

13. To appear and represent me before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
14. To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum only on the **DEVELOPER'S ALLOCATION** as within mentioned excluding the **OWNER'S ALLOCATION** as mentioned in the **SCHEDULE B** of the said registered Development Agreement. The **DEVELOPER** shall do all the acts on Developer's Allocation on behalf of the Owner/Principal.
15. To collect advance or part payment or full consideration from the intending purchasers of flats, Car Parking Spaces etc. alongwith proportionate share of land and/or enter into Agreement for Sale and to execute and register Deed of Conveyance, Deed of Rectification, and/or collect the I.G.R. and/or Deed from the registering authority on my behalf on the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE D** of the said registered Development Agreement excluding the **OWNER'S ALLOCATION** as mentioned in the **SCHEDULE B** of the said registered Development Agreement and grant receipt in favour of the interested persons/ persons who are interested to take possession of the flat/flats and Car parking Space etc. in lieu of satisfactory consideration to be fixed by the Developer.
16. To advertise in different news papers and display, hording in different places, and also to engage agency or agencies for giving possession of the flats on **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE D** of the said registered Development Agreement excluding the **LAND OWNER'S ALLOCATION** alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the **DEVELOPER'S**



ALLOCATION to any Third Party or parties at any consideration price to be fixed up only by the **DEVELOPER/ATTORNEY**.

17. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/space including proportionate land share on said **DEVELOPER'S ALLOCATION** of the said proposed building alongwith the proportionate share of land at my said Premises or any part thereof and for that purpose to sign and execute all deeds, as my said Attorney shall think fit and proper as per said registered Development Agreement.
18. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.
19. To receive part or full consideration sum against the entire **DEVELOPER'S ALLOCATION** from the intending purchasers and acknowledge the receipt of the same on my behalf.
20. To appear and represent us before any notary, Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to sign and to execute the any kind of Deed and documents and present the same for registration and complete for registration and to acknowledge and register or have registered and performed any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration, and/or Declaration for passage or corner gift and/or any kind of instruments writing executed and signed by the said Attorney in any manner after taking permission from the Authority concerned if it is required concerning the said property as per said registered Development Agreement in connection with the **DEVELOPER'S ALLOCATION** only.



21. To take necessary steps for registration of building or any part alongwith the proportionate share of land the entire construction represented by my Attorney as per said Development Agreement.
22. To convey prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
23. To file and defend suits, cases, appeals and applications of whatsoever nature for and on behalf of or to be institute preferred by or any person or persons in respect of the said property.
24. To comprise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.
25. To sign declare and/or affirm any plaint, written statements petitions, affidavits, verifications, vokatnamas, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.
26. To deposit and withdraw free, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

AND GENERALLY TO act as my Attorney in relation to all matters touching my said property and on my behalf to do all instruments, acts, nature, deeds and things as fully and effectually as I would do if I would personally present.

AND I hereby ratify and confirm and agree or undertake and whatsoever my said Attorney appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue of these presents including such confirming and other works.

9. **JURISDICTION OF COURTS :**

If any dispute or litigation is cropped up during promotion work, the same shall be adjudicated by the courts within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.


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SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)
SCHEDULE - 'A'

ALL THAT piece and parcel of Bastu land measuring net land area of 5 (Five) Cottahs 8 (Eight) Chittacks 38 (Thirty eight) Sq.ft. more or less together with a tile shed measuring built up area of 220 (Two hundred and twenty) Sq.ft. whereon a ground plus three storied building shall be erected as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII, after demolition of the existing tile shed situated at Mouza - Rajapur, J.L. No.23, Tpuzi No. 109, R.S. No. 14, Pargana-Khaspur, comprising in R.S. Dag No.773, under R.S. Khatian No.95, corresponding to C.S. Dag No.703, under C.S. Khatian No.98, within K.M.C. Ward No.103, known as K.M.C. Premises No.91, Modern Park, Assessee No.31-103-29-0091-8 and the property is also known as postal address 28/3, Park Avenue, Modern Park, Post Office- Santoshpur, under formerly P.S. Purba Jadavpur, at present P.S. Survey Park, Kolkata - 700 075, District - South 24 Parganas, Additional District Sub-Registration Office Sealdah, District Sub-Registration Office, Alipore and the entire property is butted and bounded by:

ON THE NORTH : 12, 5th Street & 28A, 5th Street;
ON THE SOUTH : 16'-0" wide Road & Temple;
ON THE EAST : 28/2, Park Avenue;
ON THE WEST : 8A, 5th Street, 8B, 5th Street and 8C 5th Street.

SCHEDULE - 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

The OWNER will get entire complete First Floor flats and one complete three Bed room Flat on Third floor North-West side of the building and also 50% of the sale proceeds of the remaining 3rd Floor flat on built up area (excluding Developer's and also Owner's allocated Third floor flats) and 50% of the sanction Car Parking area on ground floor of the proposed building to be settled by the DEVELOPER and the OWNER during construction of the building. The OWNER shall also get the non refundable amount of Rs.13,75,000/- (Rupees Thirteen Lac Seventy Five Thousand only) from the DEVELOPER by two instalments: (i) At the time of execution of this Agreement Rs.12,50,000/- (Rupees Twelve Lac Fifty

[Signature] 15

Thousand) only as shown in the memo below (ii) At the time of handing over Owner's Allocation balance Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only. This is Owner's Allocation. The OWNER shall also enjoy the undivided proportionate share of land togetherwith the right of enjoyment of all the common amenities/facilities of the building as mentioned in the SCHEDULE-'C' below.

SCHEDULE - 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Land of the Premises, Corridors, all landings and stair ways, passages/ways and drive ways for egress and ingress meter space and electric main meter and its connection water and water lines and all plumbing lines and water lines, underground water reservoir, over head water tank, lift, lift room alongwith lift lobby and lift, well, K.M.C. water connection and common K.M.C. water, Caretaker's room and toilet on ground floor, main gate and entrance, boundary wall, common vacant space between building and boundary wall, water pump, motor and all roofs and parapet wall and other facilities as mentioned in the SCHEDULE "C" hereunder written

SCHEDULE - 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

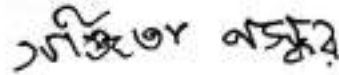
ALL THAT piece and parcel of entire sale proceeds of the rest construction of the proposed building the DEVELOPER herein shall get the entire sale proceeds of the sanction area of the rest construction of the proposed building i.e. entire Second floor flats and one complete three bed room flat on Third Floor South-East side and the 50% of the sanction Car Parking Space area on Ground floor of the proposed building (excluding the Owner's 50% ground floor sanction Car Parking area) and 50% sale proceeds of the remaining Third Floor flat (excluding Owner's and also Developer's flats on Third Floor) and is this "DEVELOPER'S ALLOCATION". The entire building shall be constructed by the DEVELOPER at his cost as per sanction building plan to be sanctioned by K.M.C. and also as per annexed specification. The DEVELOPER shall enjoy the undivided proportionate land share out of total land as mentioned in the SCHEDULE - "A" hereinabove alongwith the benefit and right to use all the common facilities and rights as mentioned in the SCHEDULE - 'C' above.

 MS

IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. SOVAN NASKAR
16/A SOUTH AVENUE
MODERN PARK
KOLKATA - 700075



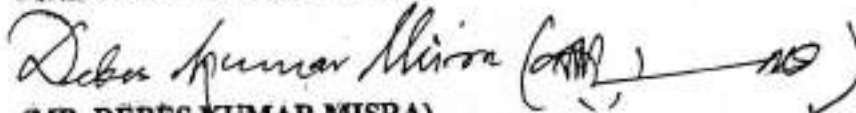
SIGNATURE OF THE OWNER

2. ANJAN KANTI DAS
10, Second Street,
Modern Park,
Kolkata - 700075

SWARANIKA
Dipti Das
Proprietor

SIGNATURE OF THE DEVELOPER

READ OVER EXPLAINED
AND ALSO
PREPARED & DRAFTED BY :



(MR. DEBES KUMAR MISRA)
ADVOCATE [Enrollment No. F/364/329/1989]
HIGH COURT, CALCUTTA

Resi-cum-Chamber : 69/1, Baghajatin
Place, Kolkata-700 086.
PH-9830236148(D.K.M.),
Email:debeskumarmisra@gmail.com
9051446430(Somesh),
Email:mishrasomesh08@gmail.com
9836115120(Tapesh),
Email:tapesh.mishra85@gmail.com

ANNEXTURE-XSCHEDULE OF WORK
(SPECIFICATION OF THE BUILDING CONSTRUCTION)

All Civil work as per I.S.I. standard.

1. Entire Floor Marble/Floor tiles in inside of flat.
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door shutter in door.
4. M.S. Grill (Square Bar) and Aluminum with glass fitted sliding Window.
5. Plaster of Paris in wall.
6. Weather coat or equivalent paint in outside wall.
7. Synthetic enamel paint in doors & windows (ICI/Berzer).
8. Colour glazed tiles (10"x15") in W.C. and toilets upto 6 ft. height and 2.5 ft. height in kitchen.
9. Polished Green marble slab on kitchen platform.
10. Steel sink in kitchen.
11. Concealed electrical & water supply line.
12. Verandah railing up to window seal height.
13. White vitreous commode, pan, and basin of Hindware/Parryware.
14. Main door one side Teak finishes with necessary fittings and one collapsible gate on main gate for the land Owner only.
15. Roof tiles on roof for leak and heat proof with a coat of SIKALATEX.
16. ESSCO Mark plumbing fittings.
17. Gate in boundary wall for easy access.
18. Roof treatment shall be done as per Developer choice.

ELECTRICAL SPECIFICATION OF FLAT

- | | |
|---|--|
| 1. Bed Room | - 2 Light points, 1 Fan point, 1 Plug point. |
| 2. Drawing/Dining | - 2 Light points, 2/3 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point. |
| 3. Kitchen | - 1 Light point, 1 Plug point (15 amp.), 1 Exhaust Fan point, 1 Chimney point, 1 Plug point (5 amp.). |
| 4. Toilet | - 2 Light points, 1 Greaser point, 1 Exhaust Fan point. |
| 5. W.C. | - 1 Light point, 1 Exhaust Fan point. |
| 6. Verandah | - 1 Light Point, 1 Plug point (15 Amp.). |
| 7. Flat wise separate Main Switch, 1 A.C. point in master bed room. | |

It is noted that if any extra work is done out of the said specification by the OWNER, for such extra work, the OWNER shall pay the necessary cost to the DEVELOPER.

MS
Advocate

SWARANIKA
Dipti Das
Proprietor

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.12,50,000/- (Rupees Twelve Lac Fifty Thousand) only as money consideration from the DEVELOPER in the manner followings :-

Sl. No.	Cheque No.	Date	Name of the Bank and Branch	Amount (Rs.)
1.	000746	27.04.2021	ICICI Bank Santoshpur Branch, Kolkata-75	Rs. 12,50,000.00
Total:				Rs.12,50,000.00

(Rupees Twelve Lac Fifty Thousand only).

WITNESS:

1. SOVAN NASKAR
16/A SOUTH AVENUE
MODERN PARK
KOLKATA - 700075

[Handwritten Signature]

SIGNATURE OF THE OWNER

2. ANJAN KANTI DAS
10, Second Street
Modern Park
Kolkata - 700075

[Handwritten Signature]



left hand					
right hand					

Name

Signature

Thumb 1st finger Middle finger Ring finger Small finger



left hand					
right hand					

Name..... SANJI NASKAR

Signature..... [Handwritten Signature]

Thumb 1st finger Middle finger Ring finger Small finger



left hand					
right hand					

Name..... DIPTI DAS

Signature..... Dipti Das

Thumb 1st finger Middle finger Ring finger Small finger



left hand					
right hand					

Name

Signature

Major Information of the Deed

Deed No.	I-1603-03671/2021	Date of Registration	20/04/2021
Deed No. Year	1603-2000810544/2021	Office/Authority	Kolkata Municipal Corporation
Entry Date	19/04/2021 8:08:17 PM	Deed No. Year	1603-2000810544/2021
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017593682, Status : Advocate		
Transaction	Additional Information		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 12,50,000/-]		
Stamp Duty	Market Value		
Rs. 2/-	Rs. 1,36,92,521/-		
Stamp Duty Paid (SD)	Registration Fee Paid		
Rs. 20,071/- (Article:48(g))	Rs. 12,560/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for Issuing the assement slip.(Urban area)		

Land Details :


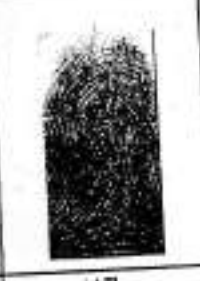
District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Modern Park, , Premises No: 91, , Ward No: 103 Pin Code : 700075

Sch. No.	Plot Number	Khatian Number	Proposed Use	Area of Land	Site Front Value (In Rs)	Market Value (In Rs)	Other Details
L1	(RS :-)		Bastu	5 Katha 8 Chatak 38 Sq Ft	1/-	1,36,26,521/-	Width of Approach Road: 16 Ft.,
Grand Total :				9.1621Dec	1 /-	136,26,521 /-	

Structure Details :

Sch. No.	Structure Details	Area of Structure	Site Front Value (In Rs)	Market Value (In Rs)	Other Details
S1	On Land L1	220 Sq Ft.	1/-	66,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 220 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		220 sq ft	1 /-	66,000 /-	



Record Details :

Name, Address, Photo, Finger print and Signature			
No.	Name	Photo	Finger Print
1	Smt Sanjita Naskar, (Allas: Smt Sanji Naskar) Wife of Shri Subhas Chandra Naskar Executed by: Self, Date of Execution: 27/04/2021 , Admitted by: Self, Date of Admission: 27/04/2021 ,Place : Office		 LTI 27/04/2021
28/3, Park Avenue, Modern Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 , Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AUxxxxxx5E, Aadhaar No: 29xxxxxxxx7554, Status :Individual, Executed by: Self, Date of Execution: 27/04/2021 , Admitted by: Self, Date of Admission: 27/04/2021 ,Place : Office			


Developer Details :

Sl. No.		Name, Address, Photo, Finger print and Signature
1	Swaranika 10, 2nd Street Modern Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 , PAN No.:: AJxxxxxx9H, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative	

Representative Details :

Sl. No. Name, Address, Photo, Finger print and Signature			
No.	Name	Photo	Finger Print
1	Smt Dipti Das (Presentant) Wife of Shri Anjan Kanti Das Date of Execution - 27/04/2021, , Admitted by: Self, Date of Admission: 27/04/2021, Place of Admission of Execution: Office		 LTI 27/04/2021
10, 2nd Street, Modern Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Female, By Caste: Hindu, Occupation: Business Citizen of: India, , PAN No.:: AJxxxxxx9H, Aadhaar No: 90xxxxxxxx2475 Status : Representative, Representative of : Swaranika (as Proprietorship)			

Details :

Photo	Finger Print	Signature
Mr Anjan Kanti Das Son of Mr Ramendra Narayan Das 10, 2nd Street, Modern Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075		
	27/04/2021	27/04/2021
Identifier Of Smt Sanjita Naskar, Smt Dipti Das		

Transfer of property for Smt		
SI.No	From	To. with area (Name-Area)
1	Smt Sanjita Naskar	Swaranika-9.16208 Dec
Transfer of property for Smt		
SI.No	From	To. with area (Name-Area)
1	Smt Sanjita Naskar	Swaranika-220.00000000 Sq Ft

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

Presented for registration at 12:49 hrs on 27-04-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Smt Dipti Das .

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,36,92,521/-

Execution is admitted on 27/04/2021 by Smt Sanjita Naskar, Alias Smt Sanji Naskar, Wife of Shri Subhas Chandra Naskar, 28/3, Park Avenue, Modern Park, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession House wife
Identified by Mr Anjan Kanti Das, , Son of Mr Ramendra Narayan Das, 10, 2nd Street, Modern Park, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Others

Execution is admitted on 27-04-2021 by Smt Dipti Das, Proprietorship, Swaranika (Sole Proprietorship), 10, 2nd Street Modern Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District-South 24-Parganas, West Bengal, India, PIN:- 700075
Identified by Mr Anjan Kanti Das, , Son of Mr Ramendra Narayan Das, 10, 2nd Street, Modern Park, P.O: Santoshpur Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Others

Certified that required Registration Fees payable for this document is Rs 12,560/- (B = Rs 12,500/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 12,528/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/04/2021 10:45AM with Govt. Ref. No: 192021220005281921 on 20-04-2021, Amount Rs: 12,528/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 61831777 on 20-04-2021, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 100/- by online = Rs 19,971/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no AE3429, Amount: Rs.100/-, Date of Purchase: 13/04/2021, Vendor name: Soumitra Chanda
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/04/2021 10:45AM with Govt. Ref. No: 192021220005281921 on 20-04-2021, Amount Rs: 19,971/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 61831777 on 20-04-2021, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 120724 to 120760
being No 160303671 for the year 2021.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2021.06.25 14:30:18 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/06/25 02:30:18 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)