

# **DEVELOPMENT** **AGREEMENT**

- (1) SMT. PRATIMA SAHA**
- (2) SMT. RANU MONDAL**
- (3) SRI PRASANTA MONDAL**
- (3a) SRI NIRAB MONDAL**
- (3b) SRI DEBNATH MONDAL**
- (3c) SRI DIPAK MONDAL**
- (3d) SMT. SANDHYA MONDAL**
- (3e) SMT. SUMATI NASKAR**
- (3f) SMT. ALOKA BAIRAGI**
- (3g) SMT. TILOKA SARDAR**
- (3h) SMT. SULEKHA DHALI**

....."OWNERS"

AND

**"SUBARNA ENTERPRISE"**

represented by its Sole Proprietor, named;

**SRI SWAPAN KUMAR SAHA,**

....."DEVELOPER"

**ANJAN KUMAR CHAKRABARTI**

**Advocate**

10, Kiran Sankar Roy Road

2<sup>nd</sup> Floor, Room No. 33,

Kolkata - 700001.

Ph: +919830013867

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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

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

19.05.17



**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this 19<sup>th</sup> day of *May* 2017 (Two Thousand and Seventeen)

**BETWEEN**

Contd...



9124

Smt. Pratima Saha And Ors

38, Sree Nagar  
Road, Panchasay  
KOL - 94.

NAME.....  
 ADD.....  
 RS. 1088/-  
 24 APR 2017  
**SURANJAN MUKHERJEE**  
 Licensed Stamp Vendor  
 Court  
 2 & 3, K. S. Roy Road, Kol-1

24 APR 2017



District Sub-Registrar-V  
Alipore, South 24 Parganas

19 MAY 2017

Identified by me -

Kali Prasad Das

s/o - Late Naren Chandra Das

B3/4A, Hindmotor Colony

P.O. - Hindmotor

District - Hooghly (W.B.)

Occupation - Law clerk

their and each of their respective heirs, executors, administrators, legal representatives and/or assigns etc.) of the **ONE PART** .

**AND**

**"SUBARNA ENTERPRISE"**, a Proprietorship firm, having its Office at "Madhab Niloy Apartment", Ground Floor, 38, Sree Nagar Main Road, P.O. - Panchasayar, Kolkata - 700094, Police Station - Panchasayar (formerly Purba Jadabpur), District - South 24 Parganas, West Bengal, represented by its **Sole Proprietor**, named; **SRI SWAPAN KUMAR SAHA (PAN - AMBPS6942C)**, son of Late Madhab Chandra Saha, by faith - Hindu, by Occupation - Business, by Nationality and Citizenship - Indian, residing at Flat No. 31, 3<sup>rd</sup> Floor, "Madhab Niloy Apartment", 38, Sree Nagar Main Road, P.O. - Panchasayar, Kolkata - 700094, Police Station - Panchasayar (formerly Purba Jadabpur), District - South 24 Parganas, West Bengal, hereinafter called and referred to as the **DEVELOPER** (which term and/or expression shall unless excluded by and/or repugnant to the subject and/or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns etc.) of the **"OTHER PART"** .

**WHEREAS :**

- A) Said Smt. Pratima Saha purchased by a Deed of Sale made in Bengali language (Saf Bikroy Kobala) dated 22<sup>nd</sup> day of January, 2009, ALL THAT the piece and parcel of 4 Cottahs more or less of land lying and situated at Mouza - Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag no. 130, under R.S. Khatian No. 26, Police Station - Purba Jadavpur in the District of South 24-parganas, morefully described in the **SCHEDULE** thereunder which was sold by Smt. Manju Roy, wife of Kalyan Roy through her Constituted Attorney Sadananda Karmakar in favour of Pratima Saha and the said Deed of Sale was registered at the Office of the District Sub-Registrar - III, South 24-Parganas, Alipore and recorded in its Book No. 1, CD Volume No. 18, Pages from 664 to 677, Being No. 04423 for the year 2009 and the aforesaid property purchased by Pratima Saha was numbered as Municipal **Premises No. 2138, Chak Garia**, and is being assessed bearing Assessee No. 311090356128 under Ward no. 109 of K.M.C.



- B) By and/or under another Deed of Sale made in Bengali language (Saf Bikroy Kobala) dated 12<sup>th</sup> day of May, 2011, Smt. Pratima Saha, further purchased ALL THAT the piece and parcel of 1 Cottah 12 Chitacks 41 sq. ft. more or less of land together with Tile Shed structures of 100 sq. ft. more or less standing thereon lying and situated at Mouza - Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag no. 133, under R.S. Khatian No. 26, Police Station - Purba Jadavpur in the District of South 24-parganas, morefully described in the SCHEDULE thereunder written from Ajay Kumar Mondal, son of late Abhoy Charan Mondal and the said Deed of Sale was registered at the Office of the District Sub-Registrar - III, South 24-Parganas, Alipore and recorded in its Book No. 1, CD Volume No. 7, Pages from 8691 to 8703, Being No. 03697 for the year 2011 and the aforesaid property was numbered as Municipal Premises No. 2159, Chak Garia, and assed bearing Assessee No. 311090364435 under Ward no. 109 of K.M.C.
- C) By a Deed of sale made in Bengali language (Saf Bikroy Kobala) dated 27<sup>th</sup> day of September, 2005, Smt. Ranu Mondal purchased ALL THAT the piece and parcel of 4 Cottahs more or less of land lying and situated at Mouza - Chak Garia, J.L. No. 26, in part of R.S. Dag no. 132, under R.S. Khatian No. 27, Police Station - Purba Jadavpur, in the District of South 24-parganas morefully described in the SCHEDULE thereunder written from Smt. Lila Bagani, wife of Biswanath Bagani and Smt. Ghata Bala Naskar, wife of Late Jatindra Nath Naskar, through their Constituted Attorney Jagadish Mondal and the said Deed of Sale was registered at the Office of the District Sub-Registrar - III, South 24-Parganas, Alipore and recorded in its Book No. - 1, Vol. No. 5, Pages from 4299 to 4317, Being No. 1929 for the year 2006 and the aforesaid property was/is numbered as Municipal Premises No. 2169, Chak Garia, bearing Assessee No. 311090364617 under Ward no. 109 of K.M.C.
- D) By a Deed of Gift made in Bengali language (DANPATRA) dated 19<sup>th</sup> day of February, 2013, Smt. Ranu Mondal acquired her absolute Ownership over ALL THAT the piece and parcel of 2 Cottahs more or less of land lying and situated at Mouza - Chak Garia, J.L. No. 26, in part of R.S. Dag no. 132, under R.S. Khatian No. 27, Police Station - Purba Jadavpur in the District of South 24-parganas,



morefully described in the SCHEDULE thereunder written as made by Jagadish Mondal, son of Late Balari Chandra Mondal in her favour and the said Deed of Gift was registered at the Office of the District Sub-Registrar - III, South 24-Parganas, Alipore and recorded in its Book No. - 1, CD Volume No. 4, Pages from 257 to 269, Being No. 01647 for the year 2013 and the said property was/is numbered as Municipal Premises No. 2171, Chak Garia, being assessed bearing Assessee No. 311090364654 under Ward no. 109 of K.M.C.

- E) Contiguous to aforesaid properties, Smt. Ujjala Mondal, by a Deed of Gift made in Bengali language (DANPATRA) dated 19<sup>th</sup> day of February, 2013, acquired her absolute Ownership over ALL THAT the piece and parcel of 2 Cottahs more or less of land together with Tile Shed structures of 100 sq. ft. more or less standing thereon lying and situated at Mouza - Chak Garia, J.L. No. 26, in part of R.S. Dag no. 132, under R.S. Khatian No. 27, Police Station - Purba Jadavpur in the District of South 24-parganas, morefully described in the SCHEDULE thereunder written as made by Prasanta Mondal and Eight Others in her favour and the said Deed of Gift was registered at the Office of the District Sub-Registrar - III, South 24-Parganas, Alipore and recorded in its Book No. - 1, CD Volume No. 4, Pages from 94 to 111, Being No. 01648 for the year 2013 and the said property is numbered as Municipal Premises No. 2173, Chak Garia, was/is assessed bearing Assessee No. 311090364678 under Ward no. 109 of K.M.C.
- F) Being thus Owners of the respective plots of land, Smt. Ranu Mondal, Smt. Pratima Saha and the said Smt. Ujjala Mondal for better utilization of their plots of land as aforesaid on 30<sup>th</sup> day of August, 2013 jointly has executed One Deed of Exchange-cum-Amalgamation amongst themselves in respect of the said properties and the said Deed of Exchange-cum-Amalgamation dated 30-08-2013 was registered at the Office of the District Sub-Registrar - III, South 24-Parganas, Alipore and recorded in its Book No. - 1, CD Volume No. 15, Pages from 6824 to 6848, Being No. 07857 for the year 2013.
- G) After execution and registration of the said Deed of Exchange-cum-Amalgamation dated 30-08-2013, the said 3 (three) plots of land



was numbered as Municipal Premises No. 2138, Chak Garia, Kolkata - 700094 under Ward No. 109 bearing Assessee No. 311090356128 having total land area of 13 Cottahs 12 Chitacks 41 sq.ft. more or less.

- H) Out of the joint Owners of the said amalgamated plot/property, Smt. Ujjala Mondal had died intestate on 17<sup>th</sup> day of November, 2015, leaving behind her 4 (four) Sons and 5 (five) Daughters i.e., the Owner Nos. 3 to 3(h) herein as her legal heirs and successors, who jointly inherited the said 2 Cottahs of land as owned by said Smt. Ujjala Mondal, since deceased during her life time.
- I) Subsequently, the Owners herein have decided to develop the said property having land area of 13 Cottahs 12 Chhitacks 41 sq.ft. more or less lying and situated at Premises No. 2138, Chak Garia and with the said intentions, the Owners herein made negotiations with the Developer herein from time to time and in confirmations of such negotiations in the matter of proposed Development of the said property, the Owners and the developer have agreed to proceed into the matter of such development of the said premises.
- J) To give effect to such desire in the matter of proposed development of the said Amalgamated Plots, the parties hereto have now agreed to enter into this Development Agreement on the terms, conditions, hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH** as follows:-

**ARTICLE : "I"**

Unless in these presence there is something in the subject or context in consistent therewith.

**A. LAND:-**

Shall mean the land measuring about 13 (Thirteen) Cottahs 12 (Twelve) Chhitacks 41 (Forty One) sq.ft. more or less togetherwith Tiles Shed structures of 550 (Five Hundred Fifty) sq. ft. more or less standing thereon or on part thereof situated and lying at Mouza - Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag nos. 130, 132 and 133 under R.S. Khatian Nos. 26, 27, Police Station - Purba Jadavpur (formerly Kasba), being Municipal Premises No. 2138, Chak Garia, Kolkata -

700094 under Ward No. 109 of the Kolkata Municipal Corporation, A.D.S.R. Office Alipore, in the District of South 24-parganas. The said Premises is being Assessed bearing Assessee No. - 311090356128, morefully described in the SCHEDULE "A" hereunder written.

**B. BUILDING:-**

Shall mean the multi storied residential cum commercial building with necessary Additional Structure as may be decided by the Developer but in accordance with the plan sanctioned by the Kolkata Municipal Corporation and other appropriate Authorities for construction on the said premises and shall include the Car Parking and other spaces intended for the enjoyment of the building by its occupiers on such terms as may be agreed with them.

**C. OWNERS AND DEVELOPER:-**

Shall include their respective Transferees/Nominees.

**D. COMMON FACILITIES:-**

Shall mean and include corridors, roof, stairways, gardens, lift, community hall, gates, boundary wall, Reception, if any, and other spaces and facilities whatsoever required for the establishment enjoyment, provisions for maintenance and management of the building and the common facilities or any of them thereon as the case may be.

**E. CONSTRUCTED SPACE:-**

Shall mean the space in the building available, for independent use and occupation including the space demarcated for common facilities as mentioned in Clause "D" above and service area as per sanctioned plan.

**F. THE OWNERS' ALLOCATION:-**

Shall be 45% (Forty Five percent) built-up area of the total constructed area in proposed New Building to be determined according to share of land of each owner and allotted as per spiral system.

**G. THE DEVELOPER'S ALLOCATION:-**

Shall mean rest i.e. 55% (Fifty Five percent) of the total constructed area except Owners' allocation in the proposed New Building.



H. **BUILDING PLAN:-**

Shall mean plans for the construction of the proposed multi storied residential cum commercial building as to be sanctioned by the Kolkata Municipal Corporation and shall include any amendment thereto and/or modification thereof.

I. **FLOOR AREA:-**

Shall mean the floor area ratio permissible and sanctioned for construction on the said Premises according to the prevailing Building Rules of the Kolkata Municipal Corporation.

J. **PARKING SPACE:-**

Shall mean and include the covered Car Parking Space within the Building and includes open to sky Car Parking Space, if any, to be mutually decided by both the Developer and Land Owners and land Owners shall get 45% (Forty Five percent) area of open to sky Car Parking Space, if any.

K. **TRANSFER WITH ITS GRAMMATICAL VARIATIONS:-**

Shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried Building to Purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961.

L. **TRANSFeree:-**

Shall mean a person to whom any space in the Building will be or has been agreed to be transferred.

**ARTICLE - "II"**

**(TITLE AND INDEMNITIES)**

1. The Owners hereby declare that they have good title in the said property consisting of land and structure by virtue of Five Nos of Purchase Deeds mentioned above and they have right and title to enter into this Agreement with the Developer and the Owners hereby undertake to indemnify and keep the Developer indemnified against any or all Third Party claim, actions or demands whatsoever concerning the Owners' title.
2. The Owners hereby confirm that the Developer shall be entitled to construct and complete the Building (Residential/Commercial) on the said Premises and retain and enjoy the Developer's allocation therein



without any interruption or interference from the Owners or any person or persons lawfully claiming through or under the Owners and the Owners undertake to indemnify and keep the Developer indemnified against all losses and damages and costs charges and expenses incurred as a result of any breach of this confirmation.

3. The Developer concern undertakes to construct the Building in accordance with the Plan sanctioned by the Kolkata Municipal Corporation and undertakes to pay any damages, penalties, and/or commanding fees payable to the Authority or Authorities concerned relating to any deviation.

4. The Developer shall have the right to appoint Contractors for the purpose of construction of the building and hereby undertakes to indemnify and keep the owners indemnified from and against any and all Third Party claims, demands for compensation or otherwise and actions whatsoever arising out of or any act or commissions of the Developer and/or the Contractor or any accident or otherwise in or relating to the construction of the Building.

5. The Owners declare that they have a good and marketable title to the said property without any claim, right, title or interest in or of any other person thereof and that they have good right and title to enter into this Agreement with the Developer.

6. The Owners hereby also undertake that the Developer shall be entitled to construct and complete the Building diligently and expeditiously within 30 (Thirty) months from the date of sanction of building plan. If the Developer will not complete the building within the stipulated period then the Developer will pay Rs. 6000/- per month to the Owners. The time of completion of the proposed building is the essence of contract . The Developer will submit the Plan for construction within 3 (Three) months from the execution of this Agreement.

7. That the developer hereby undertakes to construct the building in accordance with the sanctioned building plans and undertakes to pay any damages, penalties and/or compounding fees payable to the Kolkata Municipal Corporation or other body or authorities concerned relating to any deviation for which it may be responsible.

8. The Owners hereby also undertake that after taking possession from the Developer of their allocations, the owner's will be responsible for paying any damages, penalties to the Kolkata Municipal Corporation or other body and authorities, if the Owners commit or make any deviation in their portion.



**ARTICLE - "III"**  
**(DEVELOPER'S RIGHTS)**

1. In consideration of the Developer having agreed to construct effect and complete a new building with first class construction materials as per agreed specifications for provision of lift and floor tiles flooring or habitable area on the said premises in accordance with the sanctioned plan which to be sanctioned by the Kolkata Municipal Corporation at its own costs and sole liability and in further consideration of the Developer having agreed not to impose charge on owners allocations as provided hereinafter. The Owners have agreed to grant exclusive right to development of the said premises on the terms and conditions hereinafter appearing.

2. The Developer acting on behalf of and as Attorney of the owners shall at the cost of the Developer from time to time submit the Building Plan for getting it sanctioned by the Kolkata Municipal Corporation to any other Authority for clearance or approval of the plan or may or shall be required for the construction of the Building on the said Premises. The Developer shall cause at its own costs and expenses and such charges to be made in the building plan or otherwise as shall be required by any Authority or to comply with such clearance of approval as aforesaid expeditiously and without delay with owners' consent.

3. All applications plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the owners but otherwise at the cost and expenses in all respect of the Developer and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited therefore or otherwise required for the construction of the said Building or the said premises **PROVIDED ALWAYS** that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposit made by the Developer.

4. The Developer shall abide by all the laws rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the said laws, bye-laws, rules and regulations.

**ARTICLE - IV**  
**(EXPLOITATION RIGHTS)**

The Owners grant an exclusive right to the Developer to construct the said proposed Building in the above and SCHEDULE 'A' property below with own responsibility and the Owners shall be entitled to 45% (Forty



Five percent) of built up area of total constructed Flats, Car Parking Spaces in the proposed new building according to the share of land and the Developer being entitled to rest of the total constructed area except Owner's Allocation of total constructed Flats, Car Parking Spaces and the Developer shall be entitled to obtain necessary advances from such Buyer/s on terms and conditions as the Developer in its absolute discretion deem fit and proper.

### **ARTICLE - "V"**

#### **(BUILDING)**

1. The Developer shall at its own costs and liabilities construct the multi storeyed building on the said premises according to the sanctioned Building Plan to be sanctioned by the Kolkata Municipal Corporation.
2. The Developer shall appoint Architect, Mason, Workmen, Durwan, Mistries and shall pay their wages and salaries and the Owners shall in no way be liable for the payment of the same.
3. The Developer is hereby authorized and empowered in relation to the construction as far as may be necessary to apply and obtain quotas, entitlements and other materials allocable to the Owners for the construction of the said Building. Similarly the Developer is to apply and obtain temporary and/or permanent connection of water, electricity power and/or to the building and other imputes and facilities required for which purpose, the Owners do hereby agree to execute in favour of the Developer a Development Power of Attorney and other Authorities as shall be required by the Developer and the Owners shall also sign all such applications and other documents, as shall be required for the purpose of or otherwise for or in connection with the construction of the said building for time to time.

### **ARTICLE - "VI"**

#### **(BUILDING ALLOCATION)**

1. **ALL THAT** 45% (Forty Five percent) built up area of the total constructed area in the proposed multi storeyed building to be constructed by the said Developer comprising of Flats, Car Parking Spaces according to land area of the Owners including proportionate share of the common rights, common facilities, common areas, utilities and amenities of the Schedule "A" property including the multistoried building to be constructed thereon, as described in Schedule "B" hereunder written shall belong to the Owners and the Developer shall



have no right or claim with regard to the same & **ALL THAT** rest of the 55% (Fifty Five percent) of total constructed area in the proposed multi storeyed building to be constructed by the said Developer comprising of Flats, Car Parking Spaces, except Owner's Allocation of the total constructed area of the proposed multistoried building to be constructed by the said Developer comprising of flats, Car Parking Spaces togetherwith undivided proportionate share in land and proportionate share of common rights, common areas, facilities, utilities and amenities in the Schedule "A" property including the multistoried building to be constructed thereon, as described in Schedule "C" hereunder written, shall belong to the Developer and the owners shall not have any right, title, interest, claim and demand whatsoever in respect thereof.

2. The Owners shall transfer and convey at the request of the Developer and at the cost of the Transferor or Transferees, the proportionate part/share of Land of the owners individually in respect of the Flats and Car Parking Spaces, covered spaces under the Developer's Allocation, by executing the relevant Deed of Sale in favour of the Developer or such other person or persons, who may be nominated by the Developer in that regard.

**ARTICLE - "VII"**  
**(CONSIDERATION)**

The Developer shall construct multi-storeyed building containing a Bastu land measuring an area of 13 (Thirteen) Cottahs 12 (Twelve) Chhitacks 41 (Forty One) sq.ft. more or less according to the Building Plans sanctioned by the Kolkata Municipal Corporation. The entire finance for construction of the said Building shall be provided by the Developer. The Developer shall have absolute discretion to sell the Flats, Car Parking Spaces and other spaces except the Owners' Allocation of the Flats and car parking space as demarcated and also proportionate sanctioned area, if achieved and car parking space and covered space in the building on these terms and conditions.

**ARTICLE: "VIII"**  
**(OWNERS' ALLOCATION)**

45% (Forty Five percent) built up area of the total constructed area of the proposed new building according to Land area specified in Schedule "B" below and the Developer has already paid a refundable amount of **Rs. 24,58,729/- (Rupees Twenty Four Lakhs Fifty Eight**



**Thousand Seven Hundred Twenty Nine)** only to the Owners as per the break up mentioned in the Memo of Consideration hereunder written.

**ARTICLE: "IX"**  
**(DEVELOPER'S ALLOCATION)**

Rest of the total 55% (Fifty Five percent) constructed area except Owner's allocation specified in Schedule "C" below:-

The Developer shall be allocated the rest of the Flats, Covered spaces and Car Parking Spaces and other spaces except the said Flats and Car Parking Spaces under owners' allocation, which will be allotted to the Owners. The Developer shall be at liberty no negotiate and enter into agreements with intending Purchaser(s) in respect of Units under Developer's Allocation and shall receive and appropriate the consideration money relating thereto and shall sell the Flats and Car Parking Spaces in its allocation to intending Purchaser or Purchasers at such price and terms and conditions, proceeds of sale of Flats and Car parking space in its allocation shall belong to Developer.

**ARTICLE: - "X"**  
**(OWNERS' OBLIGATIONS)**

1. That during the continuance of this Agreement the Owners shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the said property at the said premises by the Developer. If the Developer commits any illegality or violates terms of this contract, in that case the Owners shall do the needful according to the terms of this Agreement and as per prevailing laws of the land.
2. That the Owners shall sign all necessary papers and documents, which may be required by the Developer for the purpose of construction and development of the said property in the said premises. The Allocation of both parties will be executed with a Supplementary Agreement after sanction of building plan from the Kolkata Municipal Corporation.
3. The owners shall grant and execute a registered Development Power of Attorney in favour of the Developer or its nominee/nominees as the case may be to facilitate the construction of the building according to the sanctioned plan and sale of the Flats, Car Parking Spaces and other spaces in Developer's Allocation and in case of death of the Owners the legal heirs of the deceased Owners or executors shall execute Power of Attorney in favour of the Developer empowering it to sell Flats, Car Parking Space and Covered Space in Developer's Allocation and for such



purpose, to enter into an Agreement with intending Purchaser or Purchasers, receive all earnest money and all payments towards consideration money and to execute sign and register such Deed of Conveyance in respect of Flats and Car Parking Spaces and other spaces in Developer's Allocation.

4. The Owners shall complete/pay up the Kolkata Municipal Corporation tax upto the date of signing of this Agreement in the records of the Kolkata Municipal Corporation.

5. Owners hereby declare that they will be fully responsible to bear the cost of Municipal Mutation, B.L. & L.R.O. Mutation, conversion, eviction of tenant and proportionate cost of installation of Transformer & Generator with silencer.

6. That the owners will mutate their names in Kolkata Municipal Corporation within 3 months from the date of execution of this Agreement.

**7. THE OWNERS COVENANT WITH THE DEVELOPER, INTER ALIA, AS FOLLOWS:**

(a) Not to cause any interference or hindrance in the construction of the building at the said premises by the Developer.

(b) Not to do any act deed or thing whereby the Developer may be prejudicially affected from the right of selling, transferring, dealing with and/or disposing of the space of the building and premises.

(c) Not to let out, grant, lease, mortgage and cause any encumbrance and/or charge of the said Premises or any portion thereof without consent in writing of the Developer during the subsistence of this Agreement.

(d) To actively render at all times all co-operation and assistance to the Developer in constructing and/or completing the building, receiving loans from the financial institutions and sale and transfer of the building and premises as envisages hereunder as and when to be required.

8. The Conveyance or any other deed of the undivided proportionate share of land/space togetherwith Flat/Flats/Garage comprised in the said premises as be appurtenant to the Developers' Allocation shall be made to the Developers or his nominee or nominees or the person or persons interested in Purchasing or otherwise acquiring undivided land or other space and flat/flats in the Developers' area in such proportion and/or shares as the Developer may from time to time nominate and direct.



9. Without prejudice to the obligations of the Developer to construct the allocations of the owners to execute and register the Sale Deed or any other deed as mentioned hereinabove, the Developer shall be absolutely entitled to enter into all agreements and other documents of transfer for the said space/flats etc. (save and except for such shares therein as be appurtenant to the Owners' Allocation) and the Flats and other spaces as be constructed by the Developer from time to time thereon (save the flats as may be constructed by the Developer for and on behalf of the Owner i.e. owners' Allocation) to the persons interested in owing the same or portions thereof in such share and portions as the Developer may deem fit and proper and to take earnest and all payments thereof and Owners will execute deeds/agreements in their allocation.

10. It is clarified that all amounts receivable under such agreements or other document of transfer for indefeasible proportionate share of land comprised in the said premises and/or flats and/or spaces shall be for and to the account of the Developer and shall be received by the Developer exclusively and the Owner shall have no objection therewith on the followings:-

(i) Sanctioning of the plan and for additions and/or alterations in the plans as may be required for construction of the building on the said premises.

(ii) Construction of the building should be made by the Developer with his own cost and the Developer may obtain any loan from any financial institution, Bank or from any other person against his allocation of the said project. The Developer can involve any other person/persons as his partner through partnership deed for completion of the said project. The Owners and Developer have no objection against any intending flat purchaser regarding Banking Loan or Loan from any Financial Institution or personal loan from any person.

(iii) Execution and registration of all Agreements and/or other Deeds and documents of transfer, lease and sale of the proportionate share of land and flat/flats and common areas comprised in the said premises as be appurtenant to the Developers' area to the customers of the Developer.

(iv) The Owners have supplied all the necessary documents for obtaining sanctioned building plan from Kolkata Municipal Corporation and for proceeding the



construction over the land mentioned to Schedule A and undertake for co-operation to obtain necessary document relating to the land.

11. The owners shall hold the Owners' allocation on the same terms and conditions as regards the user and maintenance of the building as the Purchaser or other Occupiers of the Flats of the Developers' area would hold and shall pay maintenance charges and other outgoings in respect of the owners' area at the same rate and in the same manner as the Purchasers of the flats of the Developers' allocation.
12. The Owners shall never be liable for the Developers' activities in connection with the collection of money from the intending Purchasers relating to the Developers' allocation and/or for any credits from any person(s) or authority in the tune of any amount for the construction of the said proposed building. Before, during or after construction of the said building according to the plan or plans all materials plants and machinery brought in or upon the said property or workmen, laborer used employed or to be used and employed for constructing the said building shall remain at the Developer and/or his agent's sole risk and responsibility and shall at all times to be absolute property of the Developer and the Owners shall not be entitled to exercise any lien nor impose any attachments, claims or any charges thereto.
13. In case of demise of the Owners and/or any of them during the tenure of the construction and final transaction, his/her heirs and other Owners shall in that case make such acts and things so that this agreement remains valid and fresh Development Power of Attorney shall be executed by his/her heirs and other Owners so long the final transaction is not completed and in case of negligence or failure all the heirs of the Owners and other owners shall be liable to make good the total loss and damages whatsoever the Developer may suffer in this regard.
14. All notices consents and approvals to be given on behalf of the Owners shall be either delivered to the Developer personally or left for it at its usual place of business mentioned above.
15. The responsibility of the management and maintenance of all the open spaces and common spaces in the said premises shall be that of the Developer until the society or Association be formed by the owners/Occupier and/or Purchasers of the building and/or other structures on the said Premises and the owners and/or Purchasers



including the Owners herein agree to bear and pay the proportionate costs and expenses of such maintenance and management to the Developer or the person for the time being responsible for the same.

16. The vacant and peaceful possession of the said Land would be handed over by the Owners to the Developer on the date of execution of this agreement for development and setting up the Project and simultaneously with the execution hereof, the Owners shall permit the Developer and its men and agents to enter upon the land for the purpose of soil testing and survey. The developer and its men, agents, engineers, architect, masons, labours shall have free access to the said land to implement such project/construction work they have been authorized to.

**ARTICLE: "XI"**

**(DEVELOER'S OBLIGATIONS)**

1. That the developer shall complete the construction of the said proposed building in terms of this Agreement and in accordance with the plans to be sanctioned or revised thereof by the Kolkata Municipal Corporation strictly within the stipulated period unless prevented by any circumstances beyond the control or by force majeure in Developer's own cost, risk and responsibility.

2. The Developer after completion of the building shall obtain Completion Certificate in respect of the building from the Kolkata Municipal Corporation within the said stipulated period.

After obtaining corporation's certificate for completion of job, from Kolkata Municipal Corporation the Developer should hand over the copy of said certificate to the owners unconditionally.

3. The Developer shall not handover possession of any flat of Developer's allocation to anyone before delivery of possession or completing construction of owner's allocation, to the owners in full satisfaction and within the stipulated period.

4. The Developer hereby agrees and covenants with the owners not to deviate any of the provisions or rules applicable for construction of the said building.

5. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners selling, assigning and/or disposing of the Owners allocation of the portion thereof of the said proposed building in the said premises/property. The land owners will hand over the vacant possession of proposed land to the Developer on this date.



**ARTICLE: "XII"**  
**(RESTRICTION)**

The Developer during construction shall abide by all laws, rules and regulations of Government, Local bodies and/or other authorities and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

**ARTICLE:- "XIII"**  
**(MISCELLANEOUS)**

1. The Owners and the Developer have entered into the Agreement purely on a principal to principal basis and nothing stated herein shall be deemed to construe a partnership between the Developer and the Owners as a Joint venture or Joint Adventure between the Owners and the Developer and not in any manner constitute as Association of persons, each party shall keep the other party indemnified from and against the same and this Agreement shall be binding on the heirs, executors, administrators, representatives and assigns of the parties hereto.
2. As and from the date of completion of the Building, the Developer and/or its Transferees and the Owners and/or their Transferees shall each be liable to pay and bear levies payable in respect of their respective spaces as assessed by the Kolkata Municipal Corporation and/or other Authorities.
3. After sanction of Building plan the Owners and the Developer will be allocated their portion by a executing a Supplementary Agreement.  
That is to say that, after obtaining Building Plan sanctioned, the Owners and the Developer shall allocate and determine their respective portions by executing a Supplementary Agreement.
4. All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the parties hereto or the construction and interpretation of any of the terms or meaning thereof shall be referred to arbitration of the Learned Advocates in accordance with the provisions of Arbitration and Conciliation Act, 1996 and any statutory modification or enactment thereto from time to time in force. Each part of this agreement shall appoint one Advocate Arbitrator. The venue of Arbitration shall be at Kolkata and award given by the arbitrators shall be binding final and conclusive of the parties hereto.



**ARTICLE: - "XIV"**  
**(JURISDICTION)**

Appropriate Courts at Alipore, District South 24 Parganas or High Court, Calcutta shall have the jurisdiction to entertain all disputes and actions between the parties herein.

**SCHEDULE - "A" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE SAID LAND)**

**ALL THAT** piece and parcel of <sup>Boat</sup> land measuring an area about **13** (Thirteen) Cottahs **12** (Twelve) Chhitacks **41** (Forty One) sq.ft. more or less togetherwith Tiles Shed structures of 550 (Five Hundred Fifty) sq. ft. more or less standing thereon or on part thereof situated and lying at Mouza - Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag nos. 130, 132 and 133 under R.S. Khatian Nos. 26, 27, Police Station - Purba Jadavpur (formerly Kasba), being Municipal Premises No. 2138, Chak Garia, Kolkata - 700094 under Ward No. 109 of the Kolkata Municipal Corporation, A.D.S.R. Office Alipore, in the District of South 24-parganas. The said Premises is being Assessed bearing Assessee No. - 311090356128 and the said Premises is butted and bounded by:-

*Boat*  
*Realtime*

**ON THE NORTH** : By property of New Garia Co-Operative and 22 feet wide Municipal Road.

**ON THE SOUTH** : By property of New Garia Co-Operative and House of Ramen Chowdhury at Premises No. 2107 Chak Garia and Dag No. 133(P).

**ON THE EAST** : By property of New Garia Co-Operative.

**ON THE WEST** : By 32 feet wide Municipal Road.

**SCHEDULE - B ABOVE REFERRED TO**  
**(DESCRIPTION OF THE OWNERS' ALLOCATION)**

**ALL THAT** 45% (Forty Five percent) built up area of the total constructed area in the proposed multi storied building to be constructed by the said Developer comprising of Flats, Car Parking Spaces according to land area of the Owners including proportionate share of the common rights, common facilities, common areas, utilities



and amenities of the Schedule "A" property including the multistoried building to be constructed thereon and the Developer has paid a total refundable amount of **Rs. 24,58,729/- (Rupees Twenty Four Lakhs Fifty Eight Thousand Seven Hundred Twenty Nine)** only to the Owners before execution of this Agreement, break up of refundable amount paid to each individual Owner is as follows:-

1. Smt. Pratima Saha	Rs. 2,00,000/-
2. Smt. Ranu Mondal	Rs. 13,70,000/-
3. Sri Prasanta Mondal	Rs. 1,12,081/-
4. Sri Nirab Mondal	Rs. 97,081/-
5. Sri Debnath Mondal	Rs. 97,081/-
6. Sri Dipak Mondal	Rs. 97,081/-
7. Smt. Sandhya Mondal	Rs. 97,081/-
8. Smt. Sumati Naskar	Rs. 97,081/-
9. Smt. Aloka Bairagi	Rs. 97,081/-
10. Smt. Tiloka Sardar	Rs. 97,081/-
11. Smt. Sulekha Dhali	Rs. 97,081/-

**SCHEDULE - C ABOVE REFERRED TO**  
**(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)**

**ALL THAT** rest of the 55% (Fifty Five percent) of total constructed area in the proposed multi storied building to be constructed by the said Developer comprising of Flats, Car Parking Spaces, except Owner's Allocation of the total constructed area of the proposed multistoried building to be constructed by the said Developer comprising of flats, Car Parking Spaces togetherwith undivided proportionate share in land and proportionate share of common rights, common areas, facilities, utilities and amenities in the Schedule "A" property including the multistoried building to be constructed thereon.

**SCHEDULE "D" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE COMMON AREAS)**

1. Roof.
2. Staircase on all floors, staircase landings on all floors & lift.
3. Common passage from the main road to the Building.
4. Water Pump, water tank and other plumbing installations and overhead tank.
5. Drainage and sewers.
6. Boundary walls and main gate.



7. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.

**SCHEDULE - "E" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE COMMON EXPENSES)**

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system, sewerage system, rain water discharge arrangement, water electricity supply system to all common areas as mentioned in SCHEDULE "D" hereinbefore.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the building and the passage and spaces around the building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said Building.
5. Corporation Taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable for the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeep to the premises and the common facilities and amenities, common expenses shall be borne by the Owners proportionately.

**SPECIFICATION**  
**(STRUCTURAL DESIGN)**

**BUILDING:**

Multi-storeyed building.

**STRUCTURE:**

R.C.C. framed structure with brick walls and cement plaster finish.

**FLOORING:**



Vitrified Tiles.

**TOILETS:**

White colour Tiles in floor and 6' ceramic white glaze tiles, porcelain basin, Indian commode with PVC cistern in white colour.

**KITCHEN:**

Black stone table finished with one whole steel sink in kitchen.

**DOORS:**

Flush wooden shutters with wooden frame painted with two coats wood primer and synthetic enamel paint.

**WINDOWS:**

Aluminium sliding windows fitting white glass & grill.

**ELECTRICAL:**

Concealed copper wiring with A-1 quality switches and plug sockets with necessary light and fan & A.C. points but without light fittings and fan.

**OUTSIDE BUILDING:**

Cement base paint finish, weather coat.

**INSIDE WALLS:**

Plaster of Paris

**ROOF:**

Water proofing treatment on roof.

**WATER:**

Water pump and overhead water tank or underground water reservoir.

**ADDITION/ALTERATION/MODIFICATION:**

In case, if, the Owners desire to cause internal addition / alteration / modification of spaces under their allotment, the owners shall intimate the same to the Developer and upon intimation, the Developer shall submit an estimate of the said desired internal addition / alteration / modification and when both parties will agree about the extra cost, in that case the Developer shall do the same and the Owners shall pay the said extra amount to the Developer.



**IN WITNESSES WHEREOF** the parties hereto have set their respective hands on the day, month and year mentioned herein above in presence of the following witnesses:

**SIGNED SEALED AND DELIVERED**

by the Parties at Kolkata in presence of:-

**WITNESSES :-**

1. Sanjit Kumar Sardar,  
Garagaicha, P.O. - Garaga  
Bel-84.

2. Partha Pratim Hazra  
5, B.N. Das Road  
P.O. - Hindmotor  
Dist. - Hooghly  
Pin. - 712233

Pratima Saha

1. \_\_\_\_\_  
(SMT. PRATIMA SAHA)

2. Ranu Mondal  
(SMT. RANU MONDAL)

3. Prasanta Mondal  
(SRI PRASANTA MONDAL)

3(a). Nirab Mondal  
(SRI NIRAB MONDAL)

3(b). Debnath Mondal  
(SRI DEBNATH MONDAL)

3(c). Dipak Mondal  
(SRI DIPAK MONDAL)



24/11/2011

3(d). \_\_\_\_\_  
(SMT. SANDHYA MONDAL)

3(e). Sumati Haskar  
(SMT. SUMATI HASKAR)

3(f). Aloka Bairagi  
(SMT. ALOKA BAIRAGI)

3(g). तिलोका सरदार  
(SMT. TILOKA SARDAR)

3(h). सुलेखा धाली  
(SMT. SULEKHA DHALI)

Signature of the Owners

Subarna Enterprise  
Swapan K Saha  
Proprietor

.....  
Signature of the **DEVELOPER**

**Drafted By:-**

AK. Chakrabarti  
ANJAN KUMAR CHAKRABARTI  
Advocate

Enrolment No. WB-256/1995  
10, K.S. Roy Road, 2nd Floor,  
Room No. 33, Kolkata - 700001  
Phone No. 91-9830013867

Read over and Explained  
to the Executants in  
Vernacular  
Anjan Kumar Chakrabarti  
Adv.



**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Developer the sum of **Rs. 24,58,729/- (Rupees Twenty Four Lakhs Fifty Eight Thousand Seven Hundred Twenty Nine)** only being the refundable amount in accordance with this agreement and as per memo below:-

1. Smt. Pratima Saha In Cash	<b>Rs. 1,50,000/-</b>
By Cheque, Being No. 632837, of I.O.B, Garia Branch,	<b>Rs. 50,000/-</b>
2. Smt. Ranu Mondal By D.D., Being No. 524054, dated 01/08/2011 Of Allahabad Bank,	<b>Rs. 1,00,300/-</b>
By D.D., Being No. 524020, dated 28/07/2011 of Allahabad Bank,	<b>Rs. 1,00,525/-</b>
By D.D., Being No. 524023, dated 27/07/2011 of Allahabad Bank,	<b>Rs. 2,00,500/-</b>
By Bank Draft, Being No. 791723, dated 15/07/2013 of Allahabad Bank, Gariahat Branch	<b>Rs. 1,34,745/-</b>
By Bank Draft, Being No. 791727, dated 15/07/2013 of Allahabad Bank, Gariahat Branch	<b>Rs. 2,12,610/-</b>
By Bank Draft, Being No. 777286, dated 10/10/2013 of Allahabad Bank, Gariahat Branch	<b>Rs. 47,571/-</b>
By Bank Draft, Being No. 777286, dated 10/10/2013 of Allahabad Bank, Gariahat Branch	<b>Rs. 70,870/-</b>
By Bank Draft, Being No. 777292, dated 10/10/2013 of Allahabad Bank, Gariahat Branch	<b>Rs. 63,694/-</b>
By Bank Draft, Being No. 777228, dated 10/10/2013 of Allahabad Bank, Gariahat Branch	<b>Rs. 67,224/-</b>
In Cash,	<b>Rs. 1,97,000/-</b>
By Cheque, Being No. 632842, of Indian Overseas Bank, Chak Garia Branch	<b>Rs. 1,74,961/-</b>
3. Sri Prasanta Mondal By Cheque, Being No. 110414, dated 08/10/2012 of Allahabad Bank, Gariahat Branch.	<b>Rs. 15,000/-</b>
By Bank Draft, Being No. 791726, dated 15/07/2013 of Allahabad Bank, Gariahat Branch and by Cash	<b>Rs. 97,081/-</b>



4. Sri Nirab Mondal  
By Bank Draft, Being No. 791726, dated 15/07/2013  
of Allahabad Bank, Gariahat Branch and by Cash **Rs. 97,081/-**
5. Sri Debnath Mondal  
By Bank Draft, Being No. 791726, dated 15/07/2013  
of Allahabad Bank, Gariahat Branch and by Cash **Rs. 97,081/-**
6. Sri Dipak Mondal  
By Bank Draft, Being No. 791726, dated 15/07/2013  
of Allahabad Bank, Gariahat Branch and by Cash **Rs. 97,081/-**
7. Smt. Sandhya Mondal  
By Bank Draft, Being No. 791726, dated 15/07/2013  
of Allahabad Bank, Gariahat Branch and by Cash **Rs. 97,081/-**
8. Smt. Sumati Naskar  
By Bank Draft, Being No. 791726, dated 15/07/2013  
of Allahabad Bank, Gariahat Branch and by Cash **Rs. 97,081/-**
9. Smt. Aloka Bairagi  
By Bank Draft, Being No. 791726, dated 15/07/2013  
of Allahabad Bank, Gariahat Branch and by Cash **Rs. 97,081/-**
10. Smt. Tiloka Sardar  
By Bank Draft, Being No. 791726, dated 15/07/2013  
of Allahabad Bank, Gariahat Branch and by Cash **Rs. 97,081/-**
11. Smt. Sulekha Dhali  
By Bank Draft, Being No. 791726, dated 15/07/2013  
of Allahabad Bank, Gariahat Branch and by Cash **Rs. 97,081/-**

**(Rupees Twenty Four Lakhs Fifty Eighty  
Thousand Seven Hundred Twenty Nine) Only**

=====  
**Rs. 24,58,729/-**  
=====

**WITNESSES :-**

1. Sanjit Kumar Sardar  
Garagaicha P.O. - Garaga  
Kol - 84
2. Partha Protim Hazra  
5, B.N. Das Road  
P.O. - Hindmora  
Dist. - Hooghly  
Pin - 712233

1. Pratima Saha  
(SMT. PRATIMA SAHA)
2. Ranu Mondal  
(SMT. RANU MONDAL)
3. Prasanta Mondal  
(SRI PRASANTA MONDAL)



3(a). Nirab Mondal  
(SRI NIRAB MONDAL)

3(b). Debnath Mondal  
(SRI DEBNATH MONDAL)

3(c). Dipak Mondal  
(SRI DIPAK MONDAL)

3(d). সন্ধ্যা মন্ডল  
(SMT. SANDHYA MONDAL)

3(e). Sumati Naskar  
(SMT. SUMATI NASKAR)

3(f). Aloka Bairagi  
(SMT. ALOKA BAIRAGI)

3(g). তিলোকা সর্দার  
(SMT. TILOKA SARDAR)

3(h). সুলেখা ধালি  
(SMT. SULEKHA DHALI)

**SIGNATURE OF THE  
OWNERS**



## Major Information of the Deed

Deed No :	I-1630-01541/2017		Date of Registration	19/05/2017
Query No / Year	1630-1000142249/2017		Office where deed is registered	
Query Date	21/04/2017 3:36:15 PM		D.S.R. - V SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Anjan Kr Chakraborty Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830013867, Status : Advocate			
Transaction	[0110] Sale, Development Agreement or Construction agreement		Additional Transaction	
Set Forth value	Rs. 2/-		Market Value	
Stampduty Paid(SD)	Rs. 40,021/- (Article:48(g))		Registration Fee Paid	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)			

### Land Details :



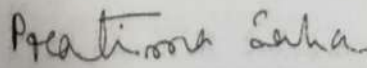
District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chak Garia, Road Zone : (Chakgaria -- Rest) , , Premises No. 2138, Ward No: 109

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		13 Katha 12 Chatak 41 Sq Ft	1/-	2,97,99,321/-	Width of Approach Road: 32 Ft.,
<b>Grand Total :</b>					<b>22.7815Dec</b>	<b>1 /-</b>	<b>297,99,321 /-</b>	


### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	550 Sq Ft.	1/-	1,65,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 550 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>550 sq ft</b>	<b>1 /-</b>	<b>1,65,000 /-</b>	

### Land Lord Details :

SI No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	<b>Pratima Saha (Presentant)</b> Wife of Swapan Kumar Saha Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office			
		19/05/2017	LTI 19/05/2017	19/05/2017


3rd Floor, Madhab Niloy Apt,38, Sree Nagar Main Rd, P.O:- Panchasayar, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ANHPS9258G, Status :Individual

2	Name	Photo	Fingerprint	Signature
	<b>Ranu Mondal</b> Wife of Jagadish Mondal Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office			<i>Ranu Mondal</i>
		19/05/2017	LTI 19/05/2017	19/05/2017

Garagachha, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BNKPM5201R, Status :Individual

3	Name	Photo	Fingerprint	Signature
	<b>Prasanta Mondal</b> Son of Late Kanai Lal Mondal Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office			<i>Prasanta Mondal</i>
		19/05/2017	LTI 19/05/2017	19/05/2017

Gorkhara, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CFDPM6511A, Status :Individual

4	Name	Photo	Fingerprint	Signature
	<b>Nirab Mondal</b> Son of Late Kanai Lal Mondal Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office			<i>Nirab Mondal</i>
		19/05/2017	LTI 19/05/2017	19/05/2017

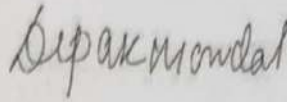
Gorkhara, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGZPM8459J, Status :Individual

5	Name	Photo	Fingerprint	Signature
	<b>Debnath Mondal</b> Son of Late Kanai Lal Mondal Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office			<i>Debnath Mondal</i>
		19/05/2017	LTI 19/05/2017	19/05/2017

Gorkhara, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIHPM4507F, Status :Individual




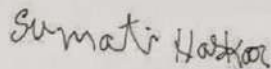
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Name	Photo	Fingerprint	Signature
<b>Dipak Mondal</b> Son of Late Kanai Lal Mondal Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office			
19/05/2017	LTI 19/05/2017	19/05/2017	



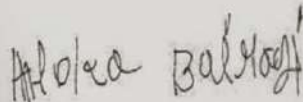
Gorkhara, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIHPM3057E, Status :Individual

Name	Photo	Fingerprint	Signature
<b>Sandhya Mondal</b> Wife of Late Lakshmi Kanta Mondal Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office			
19/05/2017	LTI 19/05/2017	19/05/2017	



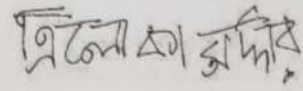


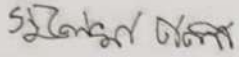
Gorkhara, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DQZPM3821F, Status :Individual

Name	Photo	Fingerprint	Signature
<b>Sumati Naskar</b> Wife of Late Pulin Naskar Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office			
19/05/2017	LTI 19/05/2017	19/05/2017	

Gorkhara, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AXTPN5263A, Status :Individual

Name	Photo	Fingerprint	Signature
<b>Aloka Bairagi</b> Wife of Late Kalipada Bairagi Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office			
19/05/2017	LTI 19/05/2017	19/05/2017	



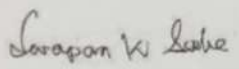


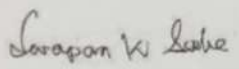


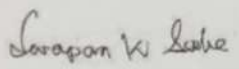
Gorkhara, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BGUPB2571G, Status :Individual

Tiloka Sardar		Photo	Fingerprint	Signature
Wife of Haran Sardar Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office				
		19/05/2017	LTI 19/05/2017	19/05/2017
Gorkhara, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: EBVPS5481M, Status :Individual				
11	Name	Photo	Fingerprint	Signature
	<b>Sulekha Dhali</b> Wife of Subhas Dhali Executed by: Self, Date of Execution: 19/05/2017 , Admitted by: Self, Date of Admission: 19/05/2017 ,Place : Office			
		19/05/2017	LTI 19/05/2017	19/05/2017
Gorkhara, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CTKPD1904P, Status :Individual				

#### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Subarna Enterprise</b> Madhab Niloy Apt,Gr Floor, 38, Sree Nagar Main Rd, P.O:- Panchasayar, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094 , PAN No.:: AMBPS6942C, Status :Organization

#### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Swapan Kumar Saha</b>            Son of Late Madhab Chandra Saha            Date of Execution - 19/05/2017, , Admitted by: Self, Date of Admission: 19/05/2017, Place of Admission of Execution: Office         </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>May 19 2017 1:39PM</td> <td>LTI 19/05/2017</td> <td>19/05/2017</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Swapan Kumar Saha</b> Son of Late Madhab Chandra Saha Date of Execution - 19/05/2017, , Admitted by: Self, Date of Admission: 19/05/2017, Place of Admission of Execution: Office					May 19 2017 1:39PM	LTI 19/05/2017	19/05/2017
Name	Photo	Finger Print	Signature										
<b>Swapan Kumar Saha</b> Son of Late Madhab Chandra Saha Date of Execution - 19/05/2017, , Admitted by: Self, Date of Admission: 19/05/2017, Place of Admission of Execution: Office													
	May 19 2017 1:39PM	LTI 19/05/2017	19/05/2017										
3rd Floor, Madhab Niloy Apartment, 38, Sree Nagar Main Road, Flat No: 31, P.O:- Panchasayar, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMBPS6942C Status : Representative, Representative of : Subarna Enterprise (as Proprietor)													



**Identifier Details :**

Name & address	
Kali Prasad Das Son of Late Naren Chandra Das B3/4A, Hindmotor Colony, P.O:- Hindmotor, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712233, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Pratima Saha, Ranu Mondal, Prasanta Mondal, Nirab Mondal, Debnath Mondal, Dipak Mondal, Sandhya Mondal, Sumati Naskar, Aloka Bairagi, Tiloka Sardar, Sulekha Dhali, Swapan Kumar Saha	
19/05/2017	
Kali Prasad Das	

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Pratima Saha	Subarna Enterprise-2.07104 Dec
2	Ranu Mondal	Subarna Enterprise-2.07104 Dec
3	Prasanta Mondal	Subarna Enterprise-2.07104 Dec
4	Nirab Mondal	Subarna Enterprise-2.07104 Dec
5	Debnath Mondal	Subarna Enterprise-2.07104 Dec
6	Dipak Mondal	Subarna Enterprise-2.07104 Dec
7	Sandhya Mondal	Subarna Enterprise-2.07104 Dec
8	Sumati Naskar	Subarna Enterprise-2.07104 Dec
9	Aloka Bairagi	Subarna Enterprise-2.07104 Dec
10	Tiloka Sardar	Subarna Enterprise-2.07104 Dec
11	Sulekha Dhali	Subarna Enterprise-2.07104 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Pratima Saha	Subarna Enterprise-50 Sq Ft
2	Ranu Mondal	Subarna Enterprise-50 Sq Ft
3	Prasanta Mondal	Subarna Enterprise-50 Sq Ft
4	Nirab Mondal	Subarna Enterprise-50 Sq Ft
5	Debnath Mondal	Subarna Enterprise-50 Sq Ft
6	Dipak Mondal	Subarna Enterprise-50 Sq Ft
7	Sandhya Mondal	Subarna Enterprise-50 Sq Ft
8	Sumati Naskar	Subarna Enterprise-50 Sq Ft
9	Aloka Bairagi	Subarna Enterprise-50 Sq Ft
10	Tiloka Sardar	Subarna Enterprise-50 Sq Ft
11	Sulekha Dhali	Subarna Enterprise-50 Sq Ft

Endorsement For Deed Number : I - 163001541 / 2017



On 21-04-2017

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,99,64,321/-



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

On 19-05-2017

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

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

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

Presented for registration at 13:16 hrs on 19-05-2017, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Pratima Saha , one of the Executants.

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

Execution is admitted on 19/05/2017 by 1. Pratima Saha, Wife of Swapan Kumar Saha, 3rd Floor, Madhab Niloy Apt.38, Sree Nagar Main Rd, P.O: Panchasayar, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Business, 2. Ranu Mondal, Wife of Jagadish Mondal, Garagachha, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 3. Prasanta Mondal, Son of Late Kanai Lal Mondal, Gorkhara, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Business, 4. Nirab Mondal, Son of Late Kanai Lal Mondal, Gorkhara, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Business, 5. Debnath Mondal, Son of Late Kanai Lal Mondal, Gorkhara, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Business, 6. Dipak Mondal, Son of Late Kanai Lal Mondal, Gorkhara, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Business, 7. Sandhya Mondal, Wife of Late Lakshmi Kanta Mondal, Gorkhara, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession House wife, 8. Sumati Naskar, Wife of Late Pulin Naskar, Gorkhara, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession House wife, 9. Aloka Bairagi, Wife of Late Kalipada Bairagi, Gorkhara, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession House wife, 10. Tiloka Sardar, Wife of Haran Sardar, Gorkhara, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession House wife, 11. Sulekha Dhali, Wife of Subhas Dhali, Gorkhara, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession House wife

Indetified by Kali Prasad Das, , , Son of Late Naren Chandra Das, B3/4A, Hindmotor Colony, P.O: Hindmotor, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Others

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

Execution is admitted on 19-05-2017 by Swapan Kumar Saha, Propriitor, Subarna Enterprise, Madhab Niloy Apt,Gr Floor, 38, Sree Nagar Main Rd, P.O:- Panchasayar, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094

Indetified by Kali Prasad Das, , , Son of Late Naren Chandra Das, B3/4A, Hindmotor Colony, P.O: Hindmotor, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Others



### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 27,091/- ( B = Rs 27,038/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 27,091/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 27/04/2017 12:00AM with Govt. Ref. No: 192017180006322082 on 26-04-2017, Amount Rs: 27,091/-,  
Bank: State Bank of India ( SBIN0000001), Ref. No. 90011713 on 27-04-2017, Head of Account 0030-03-104-001-16

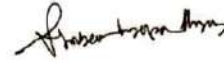
### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 1,000/-,  
by online = Rs 39,021/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 920676, Amount: Rs.1,000/-, Date of Purchase: 24/04/2017, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 27/04/2017 12:00AM with Govt. Ref. No: 192017180006322082 on 26-04-2017, Amount Rs: 39,021/-,  
Bank: State Bank of India ( SBIN0000001), Ref. No. 90011713 on 27-04-2017, Head of Account 0030-02-103-003-02



**Sati Prosad Bandopadhyay**  
**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 1630-2017, Page from 46116 to 46180  
being No 163001541 for the year 2017.



*Sati Prosad Bandopadhyay*

Digitally signed by SATIPRASAD  
BANDYOPADHYAY  
Date: 2017.05.23 12:42:04 +05:30  
Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 23-05-2017 12:42:03  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)