

4144/16

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 856081

DM
 6-50
 1466
 Q-0-593788/16

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

DM
 Addl. District Sub-Registrar
 Behala, South 24 Parganas

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the
 11th day of May, 2016 (Two Thousand Sixteen)
 Christian Era.

BETWEEN



11 MAY 2016

Serial No. 3807
Name: ASIM MUKHOPADHYAY
Address: Advocate Alipore Judges' Court
Kolkata-700 027
Value Rs. 1.00
BIDYUT KUMAR SAHA
Licence Stamp Vendor
Alipore Judges' Court, 24 Pgs (S)

ASIM MUKHOPADHYAY
Advocate Alipore Judges' Court
Kolkata-700 027

Licence Stamp

Vendor Signature

Sucipta Pathak

V.E.T.I.
5875

Sucipta Pathak

V.E.T.I.
5876

Gopi'Nani' Banik

V.E.T.I.
5877

Sabi Banik

V.E.T.I.
5878

Poipasa Bhan Pathak

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will be...

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A.D.S.R. Behala

11 MAY 2016

Dist. South 24 Pgs.

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Smt Sudipta Pathak 31/N/1 Siddhinath Chatterjee Road, P.O.- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mr Gopinath Banik Son of Late Bimal Chandra Banik 16/1 Abhoy Vidyankar Road, P.O.- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFUPB9562M,; Status : Individual; Date of Execution : 11/05/2016; Date of Admission : 11/05/2016; Place of Admission of Execution : Pvt. Residence
2	Smt Subi Banik Wife of Mr Gopinath Banik 16/1 Abhoy Vidyankar Road, P.O.- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AJRPB6932G,; Status : Individual; Date of Execution : 11/05/2016; Date of Admission : 11/05/2016; Place of Admission of Execution : Pvt. Residence



Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	M/S SANYAL CONSTRUCTION PVT. LTD. 31/N/1 Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 PAN No. AANCS9200J,; Status : Organization; Represented by representative as given below:-
1(1)	Mr Bipra Bhanu Pathak 31/N/1 Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHOPP4572F,; Status : Representative; Date of Execution : 11/05/2016; Date of Admission : 11/05/2016; Place of Admission of Execution : Pvt. Residence
(2)	Smt Sudipta Pathak 31/N/1 Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKLPS4368N,; Status : Representative; Date of Execution : 11/05/2016; Date of Admission : 11/05/2016; Place of Admission of Execution : Pvt. Residence
(3)	Mr Shilab Sanyal 31/N/1 Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. APSPS1089L,; Status : Representative; Date of Execution : 11/05/2016; Date of Admission : 11/05/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Miss Deblina Saha Daughter of Mr P K Saha 18 Judges Court Road, P.O:- Alipore, P.S:- Alipore, District:-South 24- Parganas, West Bengal, India, PIN - 700027 Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Mr Gopinath Banik, Smt Subi Banik, Mr Bipra Bhanu Pathak, Smt Sudipta Pathak, Mr Shilab Sanyal	

C. Transacted Property Details



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sourin Roy Road, Road Zone : (D H Road – Tram Depot) , Premises No. 5A, Ward No: 120	(D H Road – Tram Depot)	15 Katha 10 Chatak 14 Sq Ft	59,40,000/-	3,97,57,937/-	Proposed Use: Bastu, Property is on Road

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F1	Floor No: 1	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure Tenanted,
F1	Floor No: 1	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete
S2	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure Tenanted,

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr Gopinath Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	12.9067	50
	Smt Subi Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	12.9067	50

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr Gopinath Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	50 Sq Ft	50
	Smt Subi Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	50 Sq Ft	50



Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S2	Mr Gopinath Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	50 Sq Ft	50
	Smt Subi Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	50 Sq Ft	50

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Asim Mukherjee
Address	18, Judges Court Road, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Advocate



Office of the A.D.S.R. BEHALA, District: South 24-Parganas

Endorsement For Deed Number : I - 160703972 / 2016

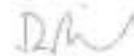
Query No/Year	16070000593788/2016	Serial no/Year	1607004144 / 2016
Deed No/Year	I - 160703972 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Smt Sudipta Pathak	Presented At	Private Residence
Date of Execution	11-05-2016	Date of Presentation	11-05-2016

Remarks

On 05/05/2016

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 3,98,17,937/-



(Biswarup Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 11/05/2016

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

Presented for registration at 18.50 hrs on : 11/05/2016, at the Private residence by Smt Sudipta Pathak ,

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

Execution is admitted on 11/05/2016 by

Mr Gopinath Banik, Son of Late Bimal Chandra Banik, 16/1 Abhoy Vidyankar Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession Business Indetified by Miss Deblina Saha, Daughter of Mr P K Saha, 18 Judges Court Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

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

Execution is admitted on 11/05/2016 by

Smt Subi Banik, Wife of Mr Gopinath Banik, 16/1 Abhoy Vidyankar Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession House wife Indetified by Miss Deblina Saha, Daughter of Mr P K Saha, 18 Judges Court Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

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

Execution is admitted on 11/05/2016 by



Mr Bipra Bhanu Pathak director, M/S SANYAL CONSTRUCTION PVT. LTD., 31/N/1 Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Mr Bipra Bhanu Pathak, Son of Mr Dhurabasis Pathak, 31/N/1 Siddhinath Chatterjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, By caste Hindu, By profession Business Indetified by Miss Deblina Saha, Daughter of Mr P K Saha, 18 Judges Court Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

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

Execution is admitted on 11/05/2016 by

Smt Sudipta Pathak director, M/S SANYAL CONSTRUCTION PVT. LTD., 31/N/1 Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Smt Sudipta Pathak, Wife of Mr Bipra Bhanu Pathak, 31/N/1 Siddhinath Chatterjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, By caste Hindu, By profession Business Indetified by Miss Deblina Saha, Daughter of Mr P K Saha, 18 Judges Court Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

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

Execution is admitted on 11/05/2016 by

Mr Shilab Sanyal director, M/S SANYAL CONSTRUCTION PVT. LTD., 31/N/1 Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Mr Shilab Sanyal, Son of Late Surojit Kumar Sanyal, 31/N/1 Siddhinath Chatterjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, By caste Hindu, By profession Business Indetified by Miss Deblina Saha, Daughter of Mr P K Saha, 18 Judges Court Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

DM

(Biswarup Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 12/05/2016

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 66,017/- (B = Rs 65,989/- ,E = Rs 28/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 66,017/-

Description of Draft

1. Rs 17,017/- is paid, by the Draft(other) No: 184681000429, Date: 10/05/2016, Bank: STATE BANK OF INDIA (SBI), BEHALA.



2. Rs 49,000/- is paid, by the Draft(other) No: 184660000429, Date: 09/05/2016, Bank: STATE BANK OF INDIA (SBI), BEHALA.

Payment of Stamp Duty

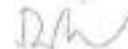
Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Draft Rs 74,971/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 856081, Purchased on 11/05/2016, Vendor named Bidyut Kr Saha.

Description of Draft

1. Rs 25,971/- is paid, by the Draft(other) No: 184661000429, Date: 09/05/2016, Bank: STATE BANK OF INDIA (SBI), BEHALA.
2. Rs 49,000/- is paid, by the Draft(other) No: 184659000429, Date: 09/05/2016, Bank: STATE BANK OF INDIA (SBI), BEHALA.



(Biswarup Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2016, Page from 127592 to 127652
being No 160703972 for the year 2016.



DM

Digitally signed by BISWARUP
GOSWAMI
Date: 2016.05.19 12:05:35 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 5/19/2016 12:05:34 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

(1) **SRI GOPINATH BANIK**, (PAN- AFUPB9562M), son of Late Bimal Chandra Banik, by religion and Caste- Hindu, by occupation- Business, by nationality- Indian, and (2) **SMT. SUBI BANIK**, (PAN- AJRPB6932G), wife of Sri Gopinath Banik, by religion and Caste- Hindu, by occupation- Housewife, by nationality- Indian, both are residing at 16/1, Abhoy Vidylankar Road, Post Office- Behala, Police Station- Parnasree, Kolkata- 700060, hereinafter jointly called and referred to as the "**OWNERS/ LANDLORDS**" (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include each of their respective legal heirs, successors, executors, administrators, legal representatives, nominees and/or assigns) of the **ONE PART**;

A N D

M/S. SANYAL CONSTRUCTION PVT. LTD., (PAN- AANCS9200J), a Private Limited company having its registered office at 31/N/1, Siddhinath Chatterjee Road, Police Station- Behala, Kolkata- 700034, represented by its Directors (1) **MR. BIPRA BHANU PATHAK**, (PAN- AHOPP 4572F),, son of Dhrubasis Pathak, (2) **SMT. SUDIPTA PATHAK (SANYAL)**, (PAN- AKLPS4368N), wife of Mr. Bipra Bhanu Pathak, and (3) **MR. SHILAB SANYAL**, (PAN- APSPS 1089L) son of Late Surojit Kumar Sanyal, hereinafter jointly called and



V.C.T.
5879

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Identified by me,
Deblina Saha, Addl.
Atipore Judges Court,
Kolkata - 27



referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors-in-office, executors-in-office, administrators, legal representatives, nominees and/or assigns) of the **OTHER PART**;

WHEREAS by virtue of three distinctive registered Deed of Conveyance, dated 19th April, 2007 one Parimal Poddar sold a plot of Danga land measuring an area of 4 (four) Cottahs 0 (zero) Chittaks 0 (zero) Sq. Ft. be the same or a little more or less, lying and situated at Mouza- Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to R.S. Khatian No. 6971 and 6859, Dag No. 10227 and 10228, Police Station- Behala, within the limits of the Kolkata Municipal Corporation, under different premises No. 5, 7 and 9 Sourin Roy Road, within the limits of the Kolkata Municipal Corporation, Ward No. 120, in favour of Gopinath Banik (landlord/owner No. 1) herein by a registered Deed of Conveyance, dated 24.10.2007, registered at A.D.S.R. Behala, in Book No. I, Volume No. 119, Pages from 311 to 320, Being No. 4966 for the year 2007 and the said Parimal Poddar and on the same day (i.e. on 19th April, 2007) sold away another Plot of Danga land measuring an area of 5 (five) Cottahs 4 (four) Chittaks 11 (eleven) Sq. Ft. more or less,



A.D.S.R. Behala

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lying and situated at Mouza- Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346 appertaining to R.S. Khatian No. 6971 comprised in Dag No. 10207 and 10228, Police Station- Behala, within the limits of the Kolkata Municipal Corporation, Ward No. 120, under different Premises No. 5, 7 and 9 Souren Roy Rode, of Ward No. 120, in favour of Suvi Banik (owner No. 2 herein) by a registered Deed of Sale registered at A.D.S.R. Behala, in Book No. I, Volume No. 119, Pages from 321 to 330, Being No. 4967 for the year 2007 and also on the same day (i.e. on 19th April, 2007) present landlord/owners Nos. 1 and 2 herein jointly purchased another plot of land measuring an area of 6 (six) Cottahs 6 (six) Chittaks 3 (three) Sq. Ft. bagan land more or less, lying and situated at Mouza- Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to R.S. Khatian No. 6859 and 6971, comprising Dag No. 10227 and 10228, Police Station- Behala, within the limits of the Kolkata Municipal Corporation, being Premises No. 5, 7 and 9, Sourin Roy Road, under Ward No. 120, from said Parimal Poddar for a valuable consideration by virtue of a registered Deed of Sale, registered at A.D.S.R. Behala, in Book No. I, Volume No. 120, Pages from 27 to 36, Being No. 4980 for the year 2007. After purchased aforesaid while in possession of the said property the owners herein got their names mutated in the record of the Kolkata Municipal Corporation (S.S. Unit), being amalgamated

lying and situated at Mouza- Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346 appertaining to R.S. Khatian No. 6971 comprised in Dag No. 10207 and 10228, Police Station- Behala, within the limits of the Kolkata Municipal Corporation, Ward No. 120, under different Premises No. 5, 7 and 9 Souren Roy Rode, of Ward No. 120, in favour of Suvi Banik (owner No. 2 herein) by a registered Deed of Sale registered at A.D.S.R. Behala, in Book No. I, Volume No. 119, Pages from 321 to 330, Being No. 4967 for the year 2007 and also on the same day (i.e. on 19th April, 2007) present landlord/owners Nos. 1 and 2 herein jointly purchased another plot of land measuring an area of 6 (six) Cottahs 6 (six) Chittaks 3 (three) Sq. Ft. bagan land more or less, lying and situated at Mouza- Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to R.S. Khatian No. 6859 and 6971, comprising Dag No. 10227 and 10228, Police Station- Behala, within the limits of the Kolkata Municipal Corporation, being Premises No. 5, 7 and 9, Sourin Roy Road, under Ward No. 120, from said Parimal Poddar for a valuable consideration by virtue of a registered Deed of Sale, registered at A.D.S.R. Behala, in Book No. I, Volume No. 120, Pages from 27 to 36, Being No. 4980 for the year 2007. After purchased aforesaid while in possession of the said property the owners herein got their names mutated in the record of the Kolkata Municipal Corporation (S.S. Unit), being amalgamated



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Premises No. 5A, Souren Roy Road, vide Assessee No. 411201400604 and paying taxed regularly in exclusion for others as sixteen annas owners thereof, morefully and particularly described in the Schedule "A" hereunder written and hereinafter referred to as the "*Said Property*";

AND WHEREAS while in possession of the "said property" after amalgamation as Premises No. 5A, Souren Roy Road, the present owners herein got their names mutated and recorded in the B.L. and L.R.O. records and have been paying rent regularly to the prescribed authority as per land reform rules of the Government of West Bengal against receipt;

AND WHEREAS thus present landowners hold and possess total landed measuring an area of 15 (fifteen) Cottahs 10 (ten) Chittaks 14 (fourteen) Square Feet more or less, together with two numbers of old tile shed dilapidated structure standing thereon along with two tenants thereon, free from all encumbrances and also mutated their names jointly in the record of the Kolkata Municipal Corporation, being Premises No. 5A, Sourin Roy Road, Police Station- Behala, Kolkata- 700034, having Assessee No. 41-120-14-000-604 and by paying taxes regularly in respect of the aforesaid property seized and



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possessed of or otherwise well and sufficiently entitled to have and hold the same absolutely free from all encumbrances;

AND WHEREAS the owners-landlords herein while in enjoyment of right, title, interest of the aforesaid property without any interruption whatsoever which has been already known as Premises No. 5A, Sourin Roy Road, Police Station- Behala, Kolkata- 700034 and with an intention to develop the *Schedule-'A'* property in to a multistoried building the present Owners/Landlords approached to the Developer herein for construction a multistoried building with a view to exploit commercially and after discussions held between the parties herein, from time to time the present Owners/ Landlords appoint the Developer herein who possess good will and reputation in an around the locality for construction of a multistoried building upon the aforesaid property at the cost of the Developer and the Developer herein hereby agree with the proposal of the Owners/ Landlords herein on the terms conditions and stipulation setforth herein below:-

NOW THIS AGREEMENT WITNESSES AS FOLLOWS :-

DEFINITION :

1. **OWNERS:**

Shall mean : (1) **SRI GOPINATH BANIK**, (PAN- AFUPB9562M), son of Late Bimal Chandra Banik, by faith- Hindu, by occupation-



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Business, by nationality- Indian, and (2) **SMT. SUBI BANIK**, (PAN-AJRPB6932G), wife of Sri Gopinath Baik, by faith- Hindu, by occupation- Housewife, by nationality- Indian, both are residing at 16/1, Abhoy Vidylankr Road, Post Office- Behala, Police Station- Parnasree, Kolkata- 700060.

2. **DEVELOPER** :

Shall mean and include **M/S. SANYAL CONSTRUCTION PVT. LTD.**, a Private Limited Company having its registered office at 31/N/1, Siddhinath Chatterjee Road, Police Station- Behala, Kolkata- 700034, represented by its Directors (1) **MR. BIPRA BHANU PATHAK**, son of Dhrubasis Pathak, (2) **SMT. SUDIPTA PATHAK (SANYAL)**, wife of Mr. Bipra Bhanu Pathak, and (3) **MR. SHILAB SANYAL**, son of Late Surojit Kumar Sanyal.

3. **THE SAID PROPERTY** :

Shall mean and include ALL THAT piece or parcel of landed measuring upon amalgamation an area of 15 (fifteen) Cottahs 10 (ten) Chittaks and 14 (fourteen) Square Feet be the same or a little more or less, together with two numbers of old dilapidated tile shed structures standing thereon along with two tenants thereon, comprised in Mouza- Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to



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R.S. Khatian No. 6859 and 6971, comprising Dag No. 10227 and 10228, Police Station- Behala, lying and situated at Premises No. 5A, Sourin Roy Road, Post Office- Behala, Police Station- Behala, Kolkata- 700034, now within limits of the Kolkata Municipal Corporation, under Ward No. 120, having Assessee No. 41-120-14-000-604, in the District of South 24-Parganas, hereinafter called and referred to as the '**SAID PROPERTY**', which is more fully and particularly described in the *Schedule-'A'* hereunder written.

4. **BUILDING** :

Shall mean and include present dilapidated structures and the proposed building to be constructed at the Municipal Premises No. 5A, Sourin Roy Road, Post Office- Behala, Police Station- Behala, Kolkata- 700034 i.e. upon the *Schedule-"A"* property as per Sanction Building Plan.

5. **COMMON FACILITIES** :

Shall mean and included main entrance, side space, back space and common passage leading to main entrance (except car parking area) of the Flat owners and occupier, corridors, stairs, lift, ways, passage, drive ways, common, lavatories in the ground floor, meter room, water pump and water facilities, motor room, will be provided by the



Developer in the proposed new building. The occupiers including owners and their nominees of the proposed multi-storied building and the purchasers of the respective flat of the proposed **multi-storied building shall have the right to use and enjoy the roof of the proposed building for all ceremonial occasions** and for maintaining and installation of T.V. antenna and water reservoir. Further the Developer shall provide fire protection equipments, drainage, sewerage inside the building including drain and sewerage line from the building to the corporation main drain.

6. SALEABLE SPACE :

Shall mean the space/apartment/flat/unit together with proportionate right, title, interest in the Land underneath the proposed building available for independent use and occupation of the Developer to the extent of 60% sanctioned F.A.R. after making due provisions for common facilities and space required thereof.

7. OWNERS ALLOCATION :

- 1) It has been agreed by and between the parties herein that the parties hereto that the Owner's Allocation shall be ALL THAT piece and parcel of 40% (forty percent) of the total constructed area/space/flats/garages/shops which include sanctioned F.A.R. available in the said newly constructed



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building, out of total F.A.R. of the building plan lying and situated at Premises No. 5A, Sourin Roy Road, Behala, Kolkata- 700034 from the Kolkata Municipal Corporation in this regard the owners allocation shall be demarcated and delineated by different colour in the proposed building plan which will be made in part of this Agreement. In this regard F.A.R. shall mean and include definition of K.M.C. Act.

- 2) The Developer shall pay to the Owners a sum of Rs. 60,00,000/- (Rupees sixty lakhs) only as interest free refundable advance at the time of execution of this presents.

The Owners' Allocation is more fully and particularly described in the *Schedule-'B'* below and fittings and fixtures and accessories as will be provided by the Developer in the Owners' Allocation is more fully and particularly described in the *Schedule-'D'* hereunder written. The owners' allocation shall be confirmed on obtaining Building Sanction Plan from the Kolkata Municipal Corporation.

8. **DEVELOPER'S ALLOCATION :**

Shall mean the entire remaining 60% of the total constructed area/space/flats/ garages/shops in the said newly constructed building out of total F.A.R. of the Building Sanctioned Plan of the new building lying and situated at Premises No. 5A, Sourin Roy



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Road, Behala, Kolkata- 700034 including the common facilities and together with the absolute right in dealing with prospective buyer/buyers and intending transferee/ transferees, lessee as the case may be. The owners shall have no responsibility or share towards the amount received by the developer in its own account from the aforesaid sale proceeds of the Developer's Allocation towards consideration of construction/ development cost of the "said property".

9. THE ARCHITECT :

Shall mean such person or persons or company with requisite qualification who will be appointed by the Developer for designing and planning of the new building in the *Schedule-"A"* property.

10. BUILDING PLAN :

Shall mean such plan that has been prepared by the Developer through its architect at its own costs and expenses the same having been duly approved by the Owners in the names of the Owners.

11. TRANSFER :

With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi-storied building to purchase therefore



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although the same may not amount to a transfer in law without causing in any manner any inconvenience or disturbance to the Owners.

12. **TRANSFeree** :

Shall mean a person firm limited company, association of persons to whom any space in the building will be transferred including nominee of the owners.

13. **Time** :

Shall mean that the construction shall be completed positively within 36 (thirty six) months from the date of approval of sanction of the building Plan from the Kolkata Municipal Corporation and/or the developer shall take endeavour to obtain sanction building plan within 2 (two) years from the date hereof on and from the date after obtaining the BLRO Mutation which ever is later and it can be extended mutually for cogent reason and if the developer and or neglects to take steps in the matter of sanction of the building plan unnecessarily raising lame excuses in such circumstances, the owners may rescind, cancel the agreement with 7 (seven) days notice and the power of attorney shall also be revoked simultaneously. Time is the essence of this agreement.



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14. **WORDS :**

Importing singular shall include plural and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.

COMMENCEMENT

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

OWNERS RIGHT AND REPRESENTATION

- 1) The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
- 2) None other than the owners have any claim, right, title, interest and/or demand over and in respect of the "*said premises*" and/or any portion therefore.
- 3) There is no excess vacant land at the said property within the meaning of the Urban land (ceiling and regulation) Act, 1976.
- 4) The Owners herein appointed the Developer herein for development of the *Schedule-'A'* property with the cost and expenses of the Developer. Subject to amalgamation with any



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adjoining plots in one Plot upon discretion of the Developer, in such circumstances the Developer shall bear all cost and expenses including stamp duty registration fee and legal expenses for partition of the aforesaid 40% owner's allocation among the proposed co-sharer.

DEVELOPER'S RIGHT

- 1) The Owners herein grant, subject to what has been hereunder provided exclusive right to the Developer to build upon and to exploit commercially the "*said properties*" and shall be able to construct the new building thereon in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or cause to be made by the parties hereto.
- 2) All application, plans and other papers and documents including any modified plan if required at a latter stage subject to owner's approval in writing particularly in case of modification by the developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the developer on behalf of the owners at the cost and expenses of the Developer and the Developer shall pay all charges and bear all fees including



architects fees required to be paid or deposited for maximum exploitation of the said property subject to proportionate enhancement of owners allocation to that effect.

- 3) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owners of the said property or any part thereof, shall not create any right, title or interest in favour of the Developer other than any exclusive right and interest of the Developer to commercially exploit the same in terms hereof and to deal with the entire allocation in the new building in the manner hereinafter stated.

CONSIDERATION

- 1) In consideration of the owners having agreed to permit the Developer to exploit the "*said property*" commercially and to construct, erect and build a new building in accordance with the sanction building plan which will be sanctioned in the name of the owners by the Kolkata Municipal Corporation in accordance with the specification and materials description of which are stated in details in *Schedule-'B', 'C' and 'D'* respectively hereunder written.
- 2) The Developer on completion of the entire building shall provide/ handover to the Owners the Owners' Allocation which



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is more fully and particularly described in the *Schedule-'B'* hereunder written including fittings and fixtures and arrangements as will be provided by the Developer in the Owners' Allocation as are more fully and particularly described in the *Schedule-'C'* hereunder written in habitable and working condition at least 3 (three) years warranty shall be provided of said construction from the date of handing over the physical possession.

POSSESSION

- 1) The possession of the said *Schedule-'A'* property will be handed over by the owners to the developer within one month from the date of sanction of the plan, as it is where it is basis.
- 2) The Developer hereby permitted and allowed to demolish the existing structure what is remaining therein at present upon the *Schedule-'A'* property at the cost of the Developer and the demolish building materials shall be consume by the Developer in their absolute discretion of the Developer.
- 3) The Developer shall complete the construction of the building positively within 36 (thirty six) months from the



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date of sanction of the building plan and/or from the date of getting peaceful vacant possession of the *Schedule-'A'* property which ever is later and shall handover the Owners' Allocation together with completion certificate of the competent authority within the period of 1½ year from the date of handing over the physical possession.

- 4) The developer shall on completion of the new building as per sanction plan put as per sanction building plan according to nature of construction ^{stated} in schedule "D" the Owners in undisputed possession of the demarcated Owners' Allocation described in the *Schedule-'B'* hereunder written, together with all rights in the common portion thereof.
- 5) The Developer shall be exclusively entitled to the Developer's Allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same with out however prejudicially affecting the owner and the owners shall not in any manner interfere with or disturb the quiet and peaceful possession of the Developer's allocation save and except common areas and facilities. The Owners shall only transfer by way of proper



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deed of conveyance either in favour of the Developer or in favour of the nominee/ nominees of the Developer, in respect of the undivided share of the land excepting the proportionate share of land of the Owners.

6) In so far as necessary all dealing by the Developer in respect of the new building shall be in the names of the owners for which the owners hereby undertake to give a registered Development Power of Attorney for Particular period till completion of the Building as the case may be in a form and manner reasonably required by the Developer subject to conformity in the manner of this agreement and true import, payment and meaning thereof. It being understood however that such dealing shall not in any manner fasten or create any financial or legal liabilities upon the owners nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

7) That the owners shall execute the Deed of Conveyance in favour of the Developer or its nominee/nominees in respect of the such parts of the new building as shall be required by the Developer.



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deed of conveyance either in favour of the Developer or in favour of the nominee/ nominees of the Developer, in respect of the undivided share of the land excepting the proportionate share of land of the Owners.

6) In so far as necessary all dealing by the Developer in respect of the new building shall be in the names of the owners for which the owners hereby undertake to give a registered Development Power of Attorney for Particular period till completion of the Building as the case may be in a form and manner reasonably required by the Developer subject to conformity in the manner of this agreement and true import, payment and meaning thereof. It being understood however that such dealing shall not in any manner fasten or create any financial or legal liabilities upon the owners nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

7) That the owners shall execute the Deed of Conveyance in favour of the Developer or its nominee/nominees in respect of the such parts of the new building as shall be required by the Developer.



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COMMON FACILITIES

- i) The Owners shall pay and bear all property taxes and other dues and outgoings in respect of the said building acquiring due up to the date of execution of this agreement. If there are any dues of property taxes or any other taxes regarding the "*said property*" before the date of agreement the same would be borne by the owners.

- ii) As soon as the new building is completed within the time hereinabove mentioned, the Developer shall give written notice to the owners for their allocation in the building and copy of completion certificate after 18 months from completion of project from the competent authority and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan and after 30 (thirty) days from the date of service of such notice and at all times thereafter the owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owner's allocation/owner's share **SUBJECT TO** the deliver of the



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physical possession of Owners' Allocation, the said rates to be apportioned if they are levied on the building as a whole.

- iii) From the date of handing over the possession of the owners' allocation the owners shall pay the developer or to the owners association as the case may be the service charges for maintenance common areas facilities and common utilities for the common facilities in the new building.
- iv) Any transfer of any part of the Owners' allocation in the new building shall be subject to the provisions hereof and the transferee shall be responsible in respect of the space transferred for payment of the said rates and service charges for common facilities.
- v) The owners shall not do any act, deed or thing whereby the Developer shall be prevented for construction or completion of the said building.

COMMON RESTRICTION

- 1) The Owners Allocation in the new building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the new building intended for



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common benefits of all occupiers of the new building which shall include the followings :-

- a) The Owners shall not use or permit to be used of the Owners' Allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance and hazards to the Owners/ Occupiers of the new building. The Developer and his nominee/ nominees shall also not use or permit to be used of the Developer's allocation in the new building or any portions thereof for carrying on or any obnoxious, illegal and immoral or activity nor use thereof for any purpose which may cause any nuisance annoyance or hazards to the Owners of the new building.

- b) Both the parties shall abide by the laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without evading the right of the Owners.



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- c) The respective allottee shall keep their respective allocation in the building in good working conditions and repairs.
- d) Neither party shall throw accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors or in the common area and in any other portion/s of the new building.

OWNER'S OBLIGATION

- 1) The Owners hereby agrees and covenant with the Developer not to cause any interference of hindrance in the construction of the building at the '*said property*' by the Developer.
- 2) The Owners hereby agrees and covenant with the Developer not to do any act or deed or thing thereby the Developer may be prevented from selling, assigning and/or disposing of any portion or portions of the Developer's allocated portion in the building or of the '*said property*' and save and except the owner's allocation.



Handwritten signature or mark.

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- 3) The Owners hereby agree and covenant with the Developer not to let out grant, lease, mortgage and/or charge the allocated portion of the Owners but shall have all right to let out grant, lease, mortgage and/or charge, their allocated portion to any person or persons, company/companies.

- 4) The Owners/Landlords hereby agreed and covenant with the Developer herein to take Financial Assistance from any Nationalize Bank at the risk and liability of the Developer by creating charge of the Owners Title Deed and other relevant documents with the Bank or any Financial Intuition/ Authorities without owner's liability in the said property.

DEVELOPER'S OBLIGATION

The Developer hereby agrees and covenant with the owners:-

- a) The Developer shall not be entitled to transfer alienate or assign this agreement to any other person/persons, Association, fix might as the case may be for completion of the building.

- b) The Developer shall at its own cost demolish the existing structure after vacating possession at its own cost and



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expenses which includes expenses on rehabilitation or vacating occupants of the land occupied in the *Schedule-'A'* property from the owners and to sell out the salvages and debris and to receive all sale proceed thereof.

- c) Not to violate or contravene any of the provisions laws or rules application for construction of the building and in case of any violation of law, rules or any provisions of any Authority and Government, the Developer is liable and responsible to compensate the damages and/or penalty as levied by local authority or Government body and for which the Owners shall not be liable or responsible in any manner of whatsoever. The Developer shall construct the entire building as per sanctioned plan only. In the event of any deviation the Developer shall get revised plan approved by the Kolkata Municipal Corporation. Be it mentioned here Developer shall get floor plan approved of the Owner's allocation flats before submission of final Building plan to The Kolkata Municipal Corporation and on obtaining the



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same sanctioned from K.M.C. Developer shall handover a copy of the sanctioned plan to the Owners.

- d) The owners or their men and agents, surveyor, engineer shall have the liberty to enter into the *Schedule-“A”* property on prior notice to Developer to look after the construction work and to inspect the quality and quantity of the materials to be provided by the Developer in the newly constructed building.
- e) That the Developer shall take all the responsibility and liability for expenses on account of 2 (two) numbers of Tenants presently residing in the aforesaid two numbers of tile shed structures in Schedule “A” property.

OWNER'S INDEMNITY

The owners hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy their allocated portion without any interference and/or disturbance, provided the Developer performs and fulfills all and singular as the terms and conditions herein contained and/or its part to be observed and performed.



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DEVELOPERS INDEMNIFY

- 1) The Developer hereby undertake to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the developer in or in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.
- 2) The Developer hereby undertakes to keep the owner indemnified against all actions costs proceedings and claim that may be arose out of the developer's allocation with regard to the development of the '*said property*' and/or in the matter of construction of the building and/or any defect therein.
- 3) On execution of this agreement all responsibilities legal and lawful matters, local matters shall lie with the developer.

MISCELLANEOUS

- 1) The Owners and the Developer have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the



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developer and the owners. The parties hereto can proceed with this agreement.

- 2) Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the owners of the '*said property*' or any part thereof to the developer or as creating any title and interest in respect thereof in the developer other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks against the Developer's allocation only without creating any financial liability upon the owners by effecting the *Schedule-'A'* property and the owners shall not be encumbered and/or be liable for payment of any loan or dues of such bank or banks and for that purpose the developer shall keep the owner's indemnified against all action/s suit/s proceeding/s and costs charges and expenses in respect thereof.
- 3) That the Developer shall be the custodian of all original Title Deeds, any previous original building Plans, Mutation Certificate of the Owners, Municipal Receipts or any relevant



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papers till the completion of the Project and thereafter the Developer is liable to submit or parted with all aforesaid documents (as per accountable receipts for the same) to the Owner's Associations.

- 4) Original Copy of the Development Agreement shall remain in the custody of the Developer and on request by the owner the Developer shall provide the same for inspection and even it requires the attestation copy duly attested by the Developer of the said Agreement can be supplied by the Developer to the Owner.

FORCE MAJURE

- 1) That parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain after utilizing the available F.A.R.
- 2) Force majeure shall mean flood, earth quake, riot, war, storm, tempest, civil common, strikes, lock-out and/or any other act or commission beyond the control of the parties hereto.



ARBITRATION

In case of any dispute and difference arising between the parties hereto with regard to this Agreement the same shall be referred to Arbitration under the Provision of the Indian Arbitration and Reconciliation Act, 1996 and/or any other statutory modification and/or Re-enactment.

JOINT OBLIGATION

- 1) The Developer shall develop and construct a multi-storied building on the said land as per Corporation present rules in vogue and shall have right to amalgamate adjacent plot of lands known as Premises No. 5A, Sourin Roy Road, Post Office- Behala, Police Station- Behala, Kolkata- 700034 with the help and co-operation of the owners herein to make it one premises.
- 2) The owners will deposit with the developer all the original title deeds of the land and other relevant papers on execution of the agreement for developers' record and reference against accountable receipts morefully and particularly described in the Schedule "E". The said original title deed/deeds shall ultimately be returned by the developer to the owner's for custodian of Owners Association for their preservation.



SCHEDULE-'A' ABOVE REFERRED TO:

ALL THAT piece or parcel of land measuring an area 15 (fifteen) Cottahs 10 (ten) Chittaks 14 (fourteen) Square Feet be the same or a little more or less, together with two numbers of old dilapidated tile shed structure measuring 100 sq. ft. each standing thereon along with two tenants thereon, comprised in Mouza- Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to R.S. Khatian No. 6859 and 6971, comprising Dag No. 10227 and 10228, Police Station- Behala, lying and situated at Premises No. 5A, Sourin Roy Road, Post Office- Behala, Police Station- Behala, Kolkata- 700034, now within limits of the Kolkata Municipal Corporation, under Ward No. 120, having Assessee No. 41-120-14-000-604, in the District of South 24- Parganas, together with all right, title and interest and right of easement thereto and the said property is butted and bounded in the manner as follows:-

On the NORTH : Sarkar's Land and Supti Sanyal's Land;

On the SOUTH : 12' feet wide K.M.C. Road;

On the EAST : Land of Supti Sanyal;

On the WEST : Sourin Roy Road;



SCHEDULE-'B' ABOVE REFERRED TO:

(Description of the Owners' Allocation)

ALL THAT piece or parcel of 40% (forty percent) of the total constructed area/space/flats/garages/shops which include sanctioned F.A.R. available in the said newly constructed building, out of total F.A.R. of the building plan lying and situated at Premises No. 5A, Sourin Roy Road, Behala, Kolkata- 700034, now within limits of the Kolkata Municipal Corporation, under Ward No. 120, in the District of South 24-Parganas, together with all right, title and interest and right of easement thereto and further together with common areas and facilities of the Schedule "A" property above. 40% ratio shall be distributed amongst all floors of the newly constructed building.

AND

The Developer shall pay to the Owners a sum of Rs. 60,00,000/- (Rupees sixty lakhs) only as interest free refundable advance money at the time of execution of this presence.

SCHEDULE-'C' ABOVE REFERRED TO:

(Description of the Developer's Allocation)

ALL THAT piece or parcel of entire remaining 60% of the total constructed area/space/flats/ garages/shops in the said newly constructed building out of total F.A.R. of the Building Sanctioned



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Plan of the new building lying and situated at Premises No. 5A, Sourin Roy Road, Behala, Kolkata- 700034 including the common facilities absolutely belonged to the Developer and together with the absolute right on the part of the Developer and prospective buyer/buyers and intending transferee/ transferees, lessee or in any way deal with the same. The owner shall have no responsibility towards the amount received by the developer in its own account for sale of Developer's Allocation.

SCHEDULE-'D' ABOVE REFERRED TO:

(Specification of the Building)

- a) R.C.C. Frame work.
- b) Flooring : All bedroom, drawing, dining, kitchen and toilet will be laid with vitrified tiles flooring.
- c) Stairs, Stairs Landings and Lift in all floors.
- d) Interior finishing of wall and ceiling : Plaster of paris with 2 coat of primer.
- e) (i) Exterior finish of plastering Walls chajjas etc. : Decorative cement paint will be applied, (ii) Roof top treatment : Proper treatment one more casting for non soaking of wall.



f) Door : Sall wood door frame with factory made flush door.

g) Window : Steel windows.

h) Toilet :

i. Two Nos. European type WC with polythene cistern.

ii. Shower in both the toilets.

iii. Steel Tap – Essco make.

iv. One toilet will be provided with geyser point.

v. Wash basin in one toilet- Hindware make.

vi. Wall tiles up to 6 ft in both the toilets.

i) Kitchen :

i. Cooking platform green marble.

ii. Small steel sink.

iii. One steel tap.

iv. Tiles upto 3 ft on cooking platform.

j) Staircase :

Flooring cast in situ mosaic floor.

k) Water supply :

Electrical pump with motor will be installed at ground floor to delivery water to overhead tank from ground reservoir tank connected municipal water supply.



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l) Electrical installation :

- i. Separate wiring of each flat for meter.
- ii. Two light point one fan point and a plug point in drawing and dining space and bed rooms.
- iii. One fan point and one light point and one plug point in kitchen and one exhaust fan point.
- iv. One light point and one plug point in toilet.
- v. One light point in balcony.
- vi. Wiring of AC in one Bed room.

SCHEDULE-'E' ABOVE REFERRED TO:

- 1) Original Title Deed 3 nos. of Gopinath Banik and Subi Banik owners herein being Deed No. 4966, 4967 and 4980 all for the year 2007.
- 2) Original Tax Receipt showing Payment 2014-2015;
- 3) Original Rent Receipt being No. 5274535, 5274536 and 5274537 all dated 15.07.2014.
- 4) Assessment Roll 4 in Nos. (Assessee No. 41-120-14-00604) under Ward No. 120;
- 5) Two Number D.L.R.D. Mutation certificate.

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

SIGNED, SEALED & DELIVERED

By the Parties at Kolkata

In the presence of :

WITNESSES :

1) Shekhar Rairagi
Bidhangash
Kolkata-66

Gopalkrishna Bank
Kubi Bank

Signature Of The **OWNERS/
LANDLORDS**

2) Deblina Saha, Adv.
Alipore Judges Court
Kolkata-27.

SANYAL CONSTRUCTION PVT. LTD.
Bipra Bhanu Pathak
Director

SANYAL CONSTRUCTION PVT. LTD.

Sucipta Pathak
Director.

Signature Of The **DEVELOPER**

Drafted by me & prepared
in my office :

Asim Mukhopadhyay
(Asim Mukhopadhyay)
Advocate

Alipore Judges' Court,
Kolkata-700 027

SANYAL CONSTRUCTION PVT. LTD.

Sucipta Pathak
Director.

Computer Print by me :

Asim Mukhopadhyay
Alipore Judges' Court, Kol-27



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MEMO OF CASH CONSIDERATION

RECEIVED a sum of Rs. 60,00,000/- (Rupees sixty lakhs) only as interest free adjustable advance at the time of execution of this presence, from the within named Developer, by the above named Land Owners, in the following manner :-

Chq no date Bank.

- | | | | |
|-----------|---------|-------------------------------------------|-------------|
| 1. 006779 | 10/5/16 | AXIS BANK LTD
MANTON
Branch - Kd-34 | 30,00,000/- |
| 2. 006780 | 10/5/16 | - do - | 30,00,000/- |

Rs. 60,00,000/-

(Rupees Sixty Lakhs) only

WITNESSES :-

- 1) Shekhar Bauragi Gopinath Bank.
Bachhangash
Kolkata-66 Subi Banik

Signature Of The **OWNERS/
LANDLORDS**

- 2) Deblina Saha, Ach.
Alipore Judges Court,
K-1-27.



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Gopi Nath Banik

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ... Gopi Nath Banik

Signature ... Gopi Nath Banik



Subi Banik

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ... SUBI BANIK

Signature ... Subi Banik



Bipra Bhanu Pathak

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ... BIPRA BHANU PATHAK

Signature ... Bipra Bhanu Pathak



Sudipta Pathak

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ... SUDIPTA PATHAK

Signature ... Sudipta Pathak



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Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name SHILAB SANJAL

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature



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Government of West Bengal

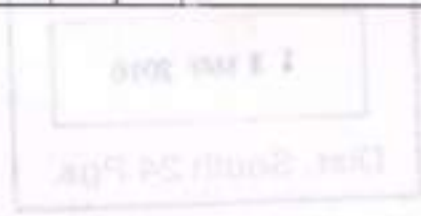
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BEHALA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16070000593788/2016

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Gopinath Banik 16/1 Abhoy Vidyankar Road, P.O - Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060	Land Lord			<i>Gopinath Banik</i> 11/05/16
2	Smt Subi Banik 16/1 Abhoy Vidyankar Road, P.O - Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060	Land Lord			<i>Subi Banik</i> 11/5/16
3	Mr Bipra Bhanu Pathak 31/N/1 Siddhinath Chatterjee Road, P.O:- Behala, P.S.- Behala, District-South 24- Parganas, West Bengal, India, PIN - 700034	Represent ative of Developer [M/S SANYAL CONSTR UCTION PVT. LTD.			<i>Bipra Bhanu Pathak</i> 11/05/16







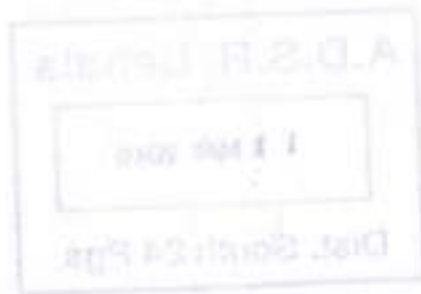


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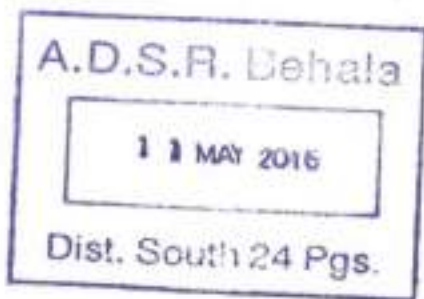
A.D.S.R. Bohnala
11 MAY 2016
Dist. South 24 Pgs.

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Smt Sudipta Pathak 31/N/1 Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District-South 24- Parganas, West Bengal, India, PIN - 700034	Represent ative of Developer [M/S SANYAL CONSTR UCTION PVT. LTD.]			<i>Sudipta Pathak</i> 11/5/16
5	Mr Shilab Sanyal 31/N/1 Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District- South 24-Parganas, West Bengal, India, PIN - 700034	Represent ative of Developer [M/S SANYAL CONSTR UCTION PVT. LTD.]			<i>Shilab Sanyal</i> 11/5/16
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Miss Deblina Saha Daughter of Mr P K Saha 18 Judges Court Road, P.O:- Alipore, P.S:- Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700027	Mr Gopinath Banik, Smt Subi Banik, Mr Bipra Bhanu Pathak, Smt Sudipta Pathak, Mr Shilab Sanyal		<i>Deblina Saha.</i> Adv. 11/5/16.	



(Biswarup Goswami)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 BEHALA
 South 24-Parganas, West
 Bengal





Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	16070000593788/2016	Query Date	05/05/2016 8:13:05 AM
Office where deed will be registered	A.D.S.R. BEHALA, District: South 24-Parganas		
Applicant Name	Asim Mukherjee		
Address	18, Judges Court Road, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027		
Applicant Status	Advocate		
Other Details	Mobile No. : 9830020398		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 60,00,000/-]		
Set Forth value	Rs. 60,00,000/-	Total Market Value:	Rs. 3,98,17,937/-
Stampduty Payable	Rs. 75,071/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 66,017/-	Registration Fee Article:-	E, E, E, B
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 0/-
Mutation Fee Payable	DLRS server does not return any information		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

- ✓ Pijon Bhan Pathak
- ✓ Sudipta Pathak
- ✓ Suresh
- ✓ Gopi Nath Banik
- ✓ Subi Banik

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sourin Roy Road, Road Zone: (D H Road – Tram Depot) , Premises No. 5A, Ward No: 120	(D H Road – Tram Depot)	15 Katha 10 Chatak 14 Sq Ft	59,40,000/-	3,97,57,937/-	Proposed Use: Bastu, Property is on Road
Structure Details						
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details	
	Floor No: 1	100 Sq Ft.			Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete	
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure Tenanted,	
	Floor No: 1	100 Sq Ft.			Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete	
S2	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure Tenanted,	
Land Lord Details						
Sl No.	Name & Address	Status	Execution And Admission Details	Other Details		
1	Mr Gopinath Banik Son of Late Bimal Chandra Banik 16/1 Abhoy Vidyankar Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFUPB9562M,		
2	Smt Subi Banik Wife of Mr Gopinath Banik 16/1 Abhoy Vidyankar Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AJRPB6932G,		

Developer Details				
	Name & Address (Organization)	Status	Execution And Admission Details	Other Details
1	M/S SANYAL CONSTRUCTION PVT. LTD. 31/N/1 Siddhinath Chatterjee Road, Post Office: Behala, Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034	Organization	Executed by: Representative,	PAN No. AANCS9200J,
Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Mr Bipra Bharu Pathak , director, M/S SANYAL CONSTRUCTION PVT. LTD. 31/N/1 Siddhinath Chatterjee Road, Post Office: Behala, Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHOPP4572F,		M/S SANYAL CONSTRUCTION PVT. LTD.
2	Mr Shilab Sanyal , director, M/S SANYAL CONSTRUCTION PVT. LTD. 31/N/1 Siddhinath Chatterjee Road, Post Office: Behala, Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. APSPS1089L,		M/S SANYAL CONSTRUCTION PVT. LTD.
3	Smt Sudipta Pathak , director, M/S SANYAL CONSTRUCTION PVT. LTD. 31/N/1 Siddhinath Chatterjee Road, Post Office: Behala, Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034	Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKLPS4368N,		M/S SANYAL CONSTRUCTION PVT. LTD.
Identifier Details				
Identifier Name & Address		Other Details	Identifier of	
Miss Deblina Saha Daughter of Mr P K Saha 18 Judges Court Road, Post Office: Alipore, Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027		Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Mr Gopinath Banik, Smt Subi Banik, Mr Bipra Bharu Pathak, Smt Sudipta Pathak, Mr Shilab Sanyal	

Transfer of Property from Landlord To Developer				
No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L1	Mr Gopinath Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	13.0969 Dec	50
L1	Smt Subi Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	13.0969 Dec	50
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
S1	Mr Gopinath Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	50 Sq Ft	50
S1	Smt Subi Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	50 Sq Ft	50
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
S2	Mr Gopinath Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	50 Sq Ft	50
S2	Smt Subi Banik	M/S SANYAL CONSTRUCTION PVT. LTD.	50 Sq Ft	50

For Information only

Note:

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment, Assessed market value & Query is valid for 44 days i.e. upto 18/06/2016
3. Standard User charge of Rs. 240/-(Rupees two hundred forty only) includes all taxes per transaction upto 17 (seventeen) pages and Rs 7/- (Rupees seven only) for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
7. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AFUPB9562M



नाम / NAME
GOPI NATH BANIK

पिता का नाम / FATHER'S NAME
SIMAL CHANDRA BANIK

जन्म तिथि / DATE OF BIRTH
01-02-1963

हस्ताक्षर / SIGNATURE

Gopi Nath Banik

जम्मादार (आय. वि.), कोलकाता
COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

इस कार्ड के खो / भिल जाने पर कुम्भा जारी करने
वाले प्राधिकारी को सूचित / बतान कर वै
संगुक्त आवककर आयुक्त(पट्टति एवं तकनीकी),
कै-7,
चौरंगी स्क्वयर,
कलकत्ता - 700 009.

In case this card is lost/ found, kindly inform/return to
the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P.T.,
Chowringhee Square,
Calcutta-700 009.

Gopi Nath Banik