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

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

19 2 NOV 2021

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the
 12th day of November, 2021 (Two Thousand Twenty-One) **BETWEEN;**

[Faint handwritten notes in Bengali script]

8 NOV 2021

12883

No. 100/- Date

Name: INDROJIT SAMANTA & Others

Address: 59 A, Kakulia Road, Kol-700029

Vendor:

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27



DISTRICT SUB REGISTRAR - V
SOUTH 24 PGS., ALIPORE
12 NOV 2021

Partla Sana
S/O Late R.M Sana
Alipur police court
kol-27
Deread writer

(1) **SRI INDROJIT SAMANTA**, having PAN : CCUPS8488N, Aadhaar No.7080 9405 8249 and (2) **SRI GAUTAM SAMANTA**, having PAN : AVXPS2491K, Aadhaar No.3214 6433 7751, both are sons of Late Debaprasad Samanta, both are by faith : Hindu, by nationality : Indian, by occupation : Retired, both are residing at 59A, Kakulia Road, Post Office : Sarat Bose Road, Police Station : Gariahat, Kolkata : 700029, hereinafter and collectively called "the **OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

SAMPURNA UNNATI NIGAM PRIVATE LIMITED, having CIN : U45202WB2021PTC246426, PAN : ABGCS4418J, a Private Limited Company, having its registered Office at 4th Floor, Flat No.4A, 21/7, Aswini Dutta Road, 4th Floor, Post Office : Sarat Bose Road, Police Station : Rabindra Sarobar, Kolkata : 700029, represented by its Managing Director viz. **SRI TUSHAR S. KAMDAR**, having PAN : AKWPK2271M, Aadhaar No.7238 5672

5991, son of Late Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, hereinafter called "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office and assigns) of the **OTHER PART.**

WHEREAS originally Smt. Krishna Bilashini Samanta and her son Debaprasad Samanta became the joint Owners in respect of **ALL THAT** piece and parcel of land measuring about 10 (Ten) Cottahs 4 (Four) Chittacks more or less with structures situate and lying at Mouza : South Gadsha, Touzi No.1298 now 2833, Dihi : Panchannagram, Division : V, Sub-Division : K, Holding No.148 (Old No.116), being Premises Nos.13A &13B (presently 59A & 59B) Kankulia Road, under Police Station : previously Ballygunge at present Gariahat, within the Town of Calcutta now Kolkata by virtue of a registered Deed of Partition, which was duly registered on 15th April , 1956 in the Office of the Sub-Registrar at Sealdah and recorded in Book No.1, Volume No.20, Pages 23 to 30, Being No.854 for the year 1956.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as joint Owners thereof each having undivided $\frac{1}{2}$ share of the same, said Smt. Krishna Bilashini Samanta and Debaprasad Samanta reconstructed the old 2 (Two) storied Building situated at Premises No.59A, Kankulia Road (formerly 13A, Kankulia Road) in the aforesaid property with additions and alterations duly sanctioned by Kolkata Municipal Corporation in the year 1976 vide Building Plan No.75 dated 31st July, 1976 and started living therein with the of members of their family.

AND WHEREAS thereafter in between the years 1978 to 1983, said Smt. Krishna Bilashini Samanta and Debaprasad Samanta sold, transferred, and conveyed entire portion of land with structures situated at Premises No.59B Kankulia Road (formerly 13B, Kankulia Road) from the aforesaid property to different Purchasers at different times after retaining for themselves only a piece of land measuring about more or less 3 (Three) Cottahs 5 (Five) Chittacks 10 (Ten) Square Feet more or less along with one 2 (Two) storied Building having 1593 (One thousand Five Hundred Ninety-Three) Square Feet more or less in each floor, totaling 3186 (Three Thousand One Hundred Eighty-Six) Square

Feet more or less standing on the said land lying situated at Municipal Premises No.59A, Kankulia Road (formerly 13A, Kankulia Road), Police Station : Gariahat Kolkata : 700029, within the limits of the Kolkata Municipal Corporation, under Ward No.90, bearing Assessee No.11-090-17-0158-1, which is morefully described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PROPERTY**".

AND WHEREAS while absolutely seized and possessed of the said property at Premises No.59A, Kankulia Road, Police Station : Gariahat, Kolkata : 700029, as joint Owners thereof, said Smt. Krishna Bilashini Samanta died intestate on 7th October, 1988 leaving behind her surviving her one son Debaprasad Samanta and one daughter Smt. Ava Rani Nandi as her only legal heirs and successors, who jointly inherited the undivided $\frac{1}{2}$ share of the said property left by their mother as per Hindu Succession Act, 1956, each having undivided $\frac{1}{4}$ th share of the same.

AND WHEREAS thus after such inheritance said Debaprasad Samanta became the Owner of the undivided $\frac{3}{4}$ th share and Smt. Ava Rani Nandi became the Owner of the undivided $\frac{1}{4}$ th share of the said house property.

AND WHEREAS while absolutely seized and possessed of the said house property as joint Owners thereof, said Smt. Ava Rani Nandi died intestate on 17th April , 2001 leaving behind her surviving her two sons namely, Debkumar Nandi and Srikumar Nandi and two daughters namely, Smt. Shikha Chaudhuri and Susmita Mukherjee as her only legal heirs and successors, who jointly inherited the undivided 1/4th share of the said property left by their mother as per Hindu Succession Act, 1956 each having undivided 1/16th share of the same.

AND WHEREAS thereafter said Debaprasad Samanta died intestate on 31st March 2002 and his wife Amita Samanta died intestate on 18th December, 2018 leaving behind them surviving their two sons namely, Indrojit Samanta and Gautam Samanta who jointly inherited the 3/4th share of the said property as per laws of inheritance under provisions of Hindu Succession Act, 1956.

AND WHEREAS Srikumar Nandi also died intestate on 26th January, 2004 leaving behind him surviving his wife Smt. Rita Nandi and only son Sumantra Srikumar Nandi as his only legal heirs and successors, who jointly inherited the undivided 1/16th

share of the said house property left by the deceased as per Hindu Succession Act, 1956 each having $1/32^{\text{nd}}$ share of the same.

AND WHEREAS Debkumar Nandi, Smt. Shikha Chaudhuri, Susmita Mukherjee & Smt. Rita Nandi thus had become the lawful Owners of and are lawfully seized and possessed of the undivided $7/32^{\text{nd}}$ ($1/16^{\text{th}}$ + $1/16^{\text{th}}$ + $1/16^{\text{th}}$ + $1/32^{\text{nd}}$) share of the said property being a piece and parcel of land measuring about 3 (Three) Cottahs 5 (Five) Chittacks 10 (Ten) Square Feet more or less along with one 2 (Two) storied Building having 1593 (One Thousand Five Hundred Ninety-Three) Square Feet more or less in each floor, totaling 3186 (Three Thousand One Hundred Eighty-Six Square Feet more or less standing on the said land lying situated at Municipal Premises No.59A, Kankulia Road (formerly 13A, Kankulia Road), Police Station : Gariahat, Kolkata : 700029, within the limits of the Kolkata Municipal Corporation, under Ward No.90, bearing Assessee No.11-090-17-0158-1.

AND WHEREAS the aforesaid Debkumar Nandi, Smt. Shikha Chaudhuri, Susmita Mukherjee & Smt. Rita Nandi jointly gifted

their undivided 7/32nd share of the said property in favour of the Owners herein by way of a registered Deed of Gift, which was registered in the Office of the Additional District Sub-Registrar at Alipore and registered in Book No.I, Volume No.1605-2021, Pages 112785 to 112827, Being No.160502724 for the year 2021.

AND WHEREAS the aforesaid Sumantra Srikumar Nandi while owned and possessed undivided 1/32nd share of the said property as Owner thereof, sold, transferred and conveyed the same in favour of the Owners herein by way of a registered Deed of Conveyance, which was registered in the Office of the Additional District Sub-Registrar at Alipore and registered in Book No.I, Volume No.1605-2021, Pages 112828 to 112865, Being No.160502725 for the year 2021.

AND WHEREAS in the manner aforesaid Indrojit Samanta and Gautam Samanta, the Party hereto of the One Part jointly became the absolute Owners in respect of the said property and absolutely seized and possessed of the same.

AND WHEREAS due to various reasons, the Owners herein have jointly decided to develop their said property for its use

and benefit for themselves and for that purpose the Party hereto of the One Part have decided to enter into this Agreement with the Party hereto of the Other Part as per terms and conditions as set forth hereunder below for the proposed development work of the said property.

AND WHEREAS the Owners have declared and represented as under :-

1. The property of the Owners are absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
2. That the said property does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
3. That the Owners are not defaulter in payment of tax or any other statutory liability leading to first charge or to attachment and/or sale of the said property under Public Demands Recovery Act.
4. That the Owners have not heretofore entered into any Agreement for Sale of the said property or any portion

thereof nor have they bound themselves by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.

5. That they have absolute right and indivisible title and absolute power and authority to deal their said property and every part thereof in any manner they may prefer.

AND WHEREAS the Owners are desirous to have their said property developed for better utilization of the space available therein.

AND WHEREAS the Owners are not in a position to develop the said property on their own having lack of knowledge in the matter of construction of Building.

AND WHEREAS the Owners were in search of a Developer who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS the Developer approached the Owners with the proposal that it would be able to construct a proposed Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation after obtaining necessary Plan sanctioned from the Kolkata Municipal Corporation with their own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

ARTICLE : "I"

(DEFINITIONS)

1. **OWNERS** :-

Shall mean (1) **SRI INDROJIT SAMANTA**, and (2) **SRI GAUTAM SAMANTA**, both are sons of Late Debaprasad Samanta, both are of 59A, Kakulia Road, Post Office : Sarat Bose Road, Police Station : Gariahat, Kolkata : 700029 and each of their respective heirs, executors, administrators, legal representatives and assigns.

2. **DEVELOPER :-**

Shall mean **SAMPURNA UNNATI NIGAM PRIVATE LIMITED**, a Private Limited Company, having its registered Office at 4th Floor, Flat No.4A, 21/7, Aswini Dutta Road, 4th Floor, Post Office : Sarat Bose Road, Police Station : Rabindra Sarobar, Kolkata : 700029, represented by its Managing Director viz. **SRI TUSHAR S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053 and its successors-in-office and assigns.

3. **THE SAID PROPERTY :-**

Shall mean **ALL THAT** piece and parcel of land measuring about more or less 3 (Three) Cottahs 5 (Five) Chittacks 10 (Ten) Square Feet more or less along with one 2 (Two) storied Building having 1593 (One thousand Five Hundred Ninety-Three) Square Feet more or less in each floor, totaling 3186 (Three Thousand One Hundred Eighty-Six) Square Feet more or less standing on the said land lying situated at Municipal Premises No.59A, Kankulia Road (formerly 13A, Kankulia Road), Police Station : Gariahat Kolkata : 700029, within the limits of the Kolkata Municipal Corporation, under Ward No.90.

4. **BUILDING PLAN** :-

Shall mean and include all the drawings, specifications for construction, maps or Plan as shall be sanctioned in the name of the Owners by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of multistoried Building/s thereon consisting of several residential Flats and commercial space/s, Car Parking Space/s and other space/s etc. on the said property and/or modification thereof made or caused by the Developer in the name of the Owners duly signed by the Owners or their duly authorized agents or Attorney and approved.

5. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S. who will be appointed by the Developer for the purpose or preparation of Plan and for development of the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owners of such appointment.

6. **BUILDING** :-

Shall mean the proposed multistoried Building/s to be constructed on the said property as per sanctioned Plan, drawings and specifications of constructions, morefully described in the **FOURTH SCHEDULE** hereunder written.

7. **OWNERS' ALLOCATION** :-

Shall mean that in this project the Owners shall be given at the first instance free of cost entitled to get 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Commercial Space/s, Car Parking Space/s, Garage/s and other Space/s according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, Space/s, amenities and facilities therein provided morefully described in the **SECOND SCHEDULE** hereunder written. The Owners shall be given the aforesaid allocation in lieu of their said property being allowed for development by the Developer. The aforesaid allocation of the Owners will be settled after sanction of the Building Plan on the basis of mutual

understanding and for that fresh Supplementary Agreement will be executed in future by the Parties herein, which will be treated as part of the present Agreement.

8. **DEVELOPER'S ALLOCATION :-**

Shall mean the rests and remaining portions of the proposed Building/s in the said property save and except the Owners' allocation. The said rests and remaining areas means several Flat/s, Commercial Space/s, Car Parking Space/s, Garage/s and other Space/s and proportionate undivided share in the land and common areas and Space/s, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, morefully described in the **THIRD SCHEDULE** hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and Space/s to the intending Flat Buyer and to take advances and total consideration from him/her/them without any objection or interruption from the Owners.

9. **SALEABLE AREA** :-

Shall mean the Flat/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available for independent use and occupation of the Transferee/s and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

10. **COMMON AREAS AND FACILITIES** :-

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump rooms, overhead and underground water tank, septic tank, boundary wall, water pump motor/s and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

11. **COMMON EXPENSES** :-

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flats as may be determined jointly by the Owners and the Developer until an Association is formed by the Transferee/s and/or Purchasers of the said Flats in the Building/s to be constructed thereon.

12. **SUPER BUILT UP AREA** :-

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flat/s, Space/s shall the common areas, common utilities as may be provided in the proposed Building/s.

13. **TOGETHER** :-

With its grammatical variation shall mean the transfer by way of sale of the Flats, Garage and Space/s excepting the

Owners' allocation to be transferred by the Developer for consideration to the intending Transferee/s and/or Purchasers of Flats and Space/s in the Building/s to be constructed thereon.

14. **TRANSFEEE(S)/PURCHASER(S)** :-

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom any Flat/s, commercial Space/s and Car Parking Space/s in the proposed Building/s to be constructed thereon will be transferred.

15. A. Words imparting singular shall include plural and vice-versa.
- B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE : "II"

(TITLE AND DECLARATION).

1. The Owners hereby declare that they have good and absolute right, title and interest in the said property as mentioned in the **FIRST SCHEDULE** hereunder written

without any claim of any right, title or interest of any person/s adversely against them. The Developer is free and at liberty to make such investigations with regard to the title of the Owners.

2. The Owners hereby undertake and assure that the Developer will be entitled to construct and complete the entire proposed Building/s after demolition of the whole existing structure with all responsibilities and benefits as agreed by and between the parties and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owners, the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said property without any interference of or from the Owners or any other person/s claiming through under or in trust for the Owners. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owners shall have no claim to the said sale proceeds.

ARTICLE : "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owners hereby grant exclusive right to the Developer to build up and accept the said property for the construction of the

proposed Building/s and the Developer shall be entitled to enter into Contract/s or Agreement/s with any person/s, Company/ies or Concern/s at its own risk and responsibility without encumbering the said property of the Owners in any manner whatsoever.

ARTICLE : "IV"

(POWER OF ATTORNEY)

The Owners shall grant to the Developer or its Proprietor such irrevocable registered Development Power of Attorney in favour of the Developer or its Proprietor as may be required for the purpose of obtaining sanctioned Building Plan and all necessary *permissions and approvals from the relevant Authorities* in connection with construction of the proposed Building/s and to bring electricity and water supply connections and for the purpose of to execute Deed of Conveyance for sale, transfer of the Flats, commercial space/s, Car Parking Space/s and other Space/s of the proposed Building/s including undivided proportionate share of land except the Owners' allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and by taking earnest money or full payment of consideration.

ARTICLE : "V"

(PROCEDURE)

1. The Owners have appointed the Developer as the Developer of the said property including the Owners' portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the said property shall be in the following manner :-
 - A. Simultaneously with the execution hereof, the Owners shall hand over to the Developer original Deed/s, K.M.C. papers and other title related papers and documents relating to the said property. If any such document is not available to them that suppose to be available to them, then the Developer shall make such arrangement to avail the same at the cost and expenses of the Owners. It is clarified that the Developer shall from time to time allow inspection of the original documents kept with them or any of their representatives or to any person or persons and Authority or Authorities as may be requested by the Owners till the completion of the

whole project. Upon completion of the whole project and the formation of any Association and/or Committee for the maintenance and management of the proposed Building/s, the Developer and/or any other holders or custodians of all or any of the original documents shall hand over the original documents to the Association and/or Committee for their custody.

- B. The Owners herein within 30 (Thirty) days from the date of execution of this Agreement clear the Municipal taxes and also any pending G.R. as is now pending in respect of the said property.
- C. The Owners shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project, if the same has been constructed as per sanction Building Plan. It is further clarified that after the notice of completion of the project, it would be deemed that the project has been duly constructed and completed by the Developer.

D. That if after due service of notice of shifting by the Developer to the Owners, the Owners or any one of them fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of his/their Unit/s in the proposed Building/s in the said property within the notice period then it would be construed that the Owners have taken possession of their allotment in the proposed Building/s on the expiry of term of the said notice.

E. All applications, Plan/s, papers and documents require to be deposited or submitted by the Developer for the approval and/or sanction of the Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the same in the names of the Owners. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed in the said property.

- F. At any time after the execution of this Agreement, the Developer shall have the right and shall be entitled to enter into the said property and to do all preparatory works, as may be necessary for the project.
- G. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period of 24 (Twenty-Four) months from the date of getting Plan sanction from the Kolkata Municipal Corporation, shall complete the construction of the proposed Building/s in the said project at its own costs and expenses and deliver vacant and peaceful possession of the Flat/s, Space/s comprised in the Owners' allocation to the Owners in habitable condition as per the particulars mentioned in the **SECOND SCHEDULE** hereunder written. The Owners may extend time for a further period as the same may be reasonably required, as per prayer of the Developer.
- H. The Developer shall construct the proposed Building/s in the manner as may be permissible

under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

- I. The Owners shall settle the Tenants of the said premises at their own endeavour and if any area to be provided to the Tenants of the said premises then the same shall be given from their Owners' allocation.
- J. The 50% of the total F.A.R., which is the allocation of the Owners to be divided in equal ratio i.e. 25% & 25% of the total F.A.R. to be given to each of the Owners respectively.
- K. The Developer shall bear the alterative accommodation for the Owners and/or shall pay the Rs.17,000/- (Rupees Seventeen Thousand) only to each of the Owners herein towards their shifting charges during the period of constructional work of the proposed Building till handing over possession of the Owners' allocation in finished and complete condition.

L. The Developer shall at its own cost demolish the present existing structure standing upon the said property and shall enjoy all the debris and salvages as per its own whims and desire and for that the Owners shall not be able to raise any objection in any manner whatsoever.

M. It is agreed by and between the Parties herein that the Owners shall settle the Tenants within 2 (Two) months from the date of execution and registration of this Agreement, failing which the Owners shall have to refund all money paid by the Developer together with all incidental costs as will be asked by the Developer forthwith.

ARTICLE : "VI"

(POSSESSION AND CONSTRUCTION)

1. It has been agreed by an between the Owners and the Developer to construct, erect and complete the proposed Building/s in the said property and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owners shall have no

responsibility towards construction of the proposed Building/s.

2. The Developer has agreed to commence work after obtaining full vacant possession of the said property or from the date of obtaining of the Building/s sanction Plan by the Developer, whichever will be the latter.
3. The Developer shall upon completion of construction and making the portion habitable deliver the Owners' allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.
4. From the date of delivery of possession of the Owners' allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.
5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of 24 (Twenty-Four) months from the date of

getting Plan sanction from the Kolkata Municipal Corporation.

ARTICLE : "VII"

(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property is completed and made fully habitable for residential, partly commercial purpose, upon obtaining necessary certificate for occupation from the Architect/L.B.S. as provided under the Kolkata Municipal Act and the Rules and Regulations thereunder made, the Developer shall give written notice to the Owners requiring them to take possession of the Owners' allocation in the Building/s and thereafter the Owners shall take possession of their allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owners shall give and grant unto the Developer a certificate in respect of their allocation in full satisfaction.
2. Till all the Flat/s and Space/s within the Developer's allocation are sold away, the Developer in consultation with the Owners shall frame rules for occupation, user

and enjoyment of the residential Flats and other Space/s in the proposed Building/s and till formation of a Body of the Co-Owners of the Building/s including the Owners herein and the Purchaser/s of the Developer's allocation, it will be the responsibility of the Developer to arrange for maintenance of the common areas and the common utilities of the Building/s and therefore the Developer will be entitled to realize the cost proportionately from occupiers of the several Flat/s, Space/s, for a limited period of 6 (Six) month only.

ARTICLE : "VIII"

(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owners' allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owners and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall

not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.

2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owners and without obtaining necessary permission from the concerned statutory Authorities.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the

proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.

5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose they are meant.
6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

ARTICLE : "IX"

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal, but the Owners shall not be entitled to an order of injunction to stop the works of the proposed Building/s unless there be a case of illegal construction by the Developer.

ARTICLE : "X"

(COMMON RIGHTS AND OBLIGATION OF OWNERS AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGRED BY AND BETWEEN THE PARTIES HERETO** as

follows :-

1. The Owners agree to appoint and do hereby appoint the Party of the Other Part herein, as the Developer in respect

of the said property morefully described in the **FIRST SCHEDULE** hereunder written and the Owners hereby grant/appoint/permission/license to the Developer for development of the land for the purpose of construction of the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said property as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.

2. Subject to the sanction of the Building/s Plan, the Developer shall develop and promote the said property, by way of construction of multistoried Building/s. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as may be specified by the Architects/L.B.S. from time to time. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **FOURTH SCHEDULE** hereunder written.

3. The Developer shall provide in the proposed Building/s as its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or multistoried Building/s having self contained Apartment/s or Flat/s, Car Parking Space/s and other space/s.
4. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context.
5. All costs and expenses pertaining to the sanction of the Building/s Plan including the payment of requisite fees and other incidental expenses payable to such sanctioning Authority shall be borne by the Developer.
6. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owners shall simultaneously grant and execute in favour of the Developer Firm by a registered Development Power

of Attorney and/or General Power of Attorney, which will be irrevocable by the Owners save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.

7. That the Developer shall pay a sum of Rs.13,25,000/- (Rupees Thirteen Lac Twenty-Five) only to the Owners herein within 2 (Two) months from the date of execution of this Agreement towards the security deposit subject to handing over peaceful vacant khas possession of the tenanted portion in the said property after evicting themselves therefrom, which will be refunded by the Owners to the Developer at the time of handing over possession of the Owners' allocation.
8. All the legal heirs of the Owners above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
9. The Developer shall construct the said property strictly in accordance with the Building Plan and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owners.

10. The Developer is hereby empowered by the Owners to apply and obtain on their behalf and in their names the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owners will not be liable for the same.
11. The Owners hereby agree and undertake to deliver the vacant possession of the said property to the Developer for the purpose of development and construction of proposed Building/s within 2 (Two) months from the date of execution of this Agreement without any objection or hindrances.
12. The Developer only after receiving the peaceful vacant possession of the entire property from the Owners shall

bear the alterative accommodation for the Owners and/or shall pay the sum of Rs.17,000/- (Rupees Seventeen Thousand) only to each of the Owners herein towards their shifting charges during the period of constructional work of the proposed Building till handing over possession of the Owners' allocation in finished and complete condition.

13. The Developer has agreed to deliver possession of the Owners' allocation in the proposed Building/s within the stipulated period of 24 (Twenty-Four) months from the date of getting Plan sanction from the Kolkata Municipal Corporation and/or handing over peaceful vacant possession of the said property, whichever will be the later.
14. Immediately on completion of the Owners' allocation in all respect along with completion of all common Space/s providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owners requiring the Owners to take possession of the Owners' allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the

Specification and the Building/s Plan thereof and certificate of the Architect/ L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owners shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owners' allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if they are levied on the Building/s as a whole.

15. On completion of the construction of the entire Building/s, the Owners and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the

case may be consequent upon a default by the Owners or the Developer in this behalf.

16. As and from the date of satisfactory handing over the Owners' allocation as mentioned above in all respects and duly acknowledged by the Owners in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owners for accepting the possession of their allocation, the Owners shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owners' allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.

17. Any transfer of any part of the Owners' allocation in the Building/s shall be subject to the other provisions hereof

and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.

18. The Owners' allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.
19. No formal Deed of Transfer in respect of the Owners' allocation shall be required. But the Owners shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney of the Owners shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.
20. If the said development work and/or the construction work is suspended due to Force Majeure like natural

calamity, earth quake, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.

21. The Developer will also keep the Owners saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.
 - A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanctioned Building Plan causing payment of fines or penalty imposed by the said Authority for such violation of the Building/s Plan.
 - B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims

arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said property shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.

C. All claims and demands of the Owners and Occupiers of the adjoining properties due to damage or loss suffered by them in course of hazards in construction work of the said property shall be borne by the Developer.

22. Both Owners and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.

23. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or

any portion thereof or make structural alteration thereof without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.

24. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of their space or accommodation therein.
25. No goods or other items shall be kept by the Owners or the Developer or the Transferee/s for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.

26. The Owners shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.
27. The Owners hereby agree and covenant with the Developer that they will mutate their own names at their own costs and expenses with the Kolkata Municipal Corporation Authority after the Owners obtain permission of their allocation in a habitable condition and the Developer shall co-operate with the Owners in this respect.
28. The Developer's allocation in the proposed Building/s in the said property is meant for sale as ownership Flats. As such the Owners and the necessary Parties shall sign and

execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flats at a price determined by the Developer and the Owners shall not have nor can have any demand or claim thereon of any nature whatsoever.

29. The Developer is at liberty to advertise for sale of the said ownership Flat/s, Space/s, Car Parking Space/s during the Development/construction of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flat/s, Car Parking Space/s, Space/s and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share the proposed Building/s.
30. The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.

31. The Owners shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.
32. The Owners hereby agree and covenant with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall require and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.
33. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.
34. The Developer shall have no right title and interest whatsoever in the Owners' allocation and undivided

proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners and similarly the Owners shall have no right or claim in respect of the Developer's allocation as herein provided.

35. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owners' allocation and of the undivided proportionate share in the common areas/Space/s, common facilities and amenities of the proposed Building/s. Hence the Owners shall never be liable to pay and/or refund such cost or expenses to the Developer.
36. The Developer shall in completion of the proposed Building/s, put the Owners in undisputed possession of the Owners' allocation together with all rights in common areas/Space/s common utility portion of the proposed Building/s and the open space thereof.
37. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the

Owners would be prevented from enjoying, selling, assigning, and/or disposing of any portion of the Owners' allocation in the said proposed Building/s in the said property.

38. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flat/s and other area/s of the Building/s belonging to the Developer's allocation and also enter into Agreement for Sale with the intending Purchaser/s and to receive earnest money thereof and receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owners hereby confirm that the Owners shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

39. The Owners confirm and undertake that if so required by the Developer, the Owners shall join as Confirming Party to all Agreement/s and other document/s of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flat/s, Space/s in the proposed

Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money.

40. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Owners and various application and other documents may be required to be signed or made by the Owners relating to the specific provisions may be reasonably required to be done in the manner and the Owners shall execute any such authorization as may be required by the Developer for the said purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe the rights of the Owners and/or go against the spirit of this Agreement.

41. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions

of this Agreement, then and in such event the other Party shall without prejudice to their rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.

42. The proposed Building/s in the said property shall be christened as ".....", which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.
43. The Owners shall not stop work of the Developer at any stage during construction by bringing a suit against the Developer and/or any order of injunction unless there is no actionable deviation from the sanctioned Building Plan and/ or abandonment of work and/or breach of any covenants by the Developer in the meantime.

44. The Owners shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.
45. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring about more or less 3 (Three) Cottahs 5 (Five) Chittacks 10 (Ten) Square Feet more or less along with one 2 (Two) storied Building having 1593 (One thousand Five Hundred Ninety-Three) Square Feet more or less in each floor, totaling 3186 (Three Thousand One Hundred Eighty-Six) Square Feet more or less standing on the said land lying situated at Municipal Premises No.59A, Kankulia

Road (formerly 13A, Kankulia Road), Police Station : Gariahat
Kolkata : 700029, within the limits of the Kolkata Municipal
Corporation, under Ward No.90, bearing Assessee No.11-090-
17-0158-1, together with all right, title, interest and right of
easement attached thereto and the same is butted & bounded
by :-

ON THE NORTH : Premises No.58C, Kankulia Road ;
ON THE SOUTH : Kankulia Road ;
ON THE EAST : Premises No.59B, Kankulia Road ;
ON THE WEST : Kankulia Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE OWNERS' ALLOCATION)

ALL THAT in the instant joint venture project the Owners shall
be entitled to get at the first instance free of cost 50% of the
total F.A.R. out of 100% of the total F.A.R. of the proposed
Building/s in finished and complete condition, according to the
sanctioned Building Plan comprising of Flats, Car Parking
Spaces, Commercial Spaces, Garages and/or other Spaces
together with undivided proportionate share of land including
the common areas.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rests and remaining 50% share of the proposed Building/s in the said property save and except the Owners' allocation. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and proportionate share including common Space/s, places, staircases and the Developer shall have the right to sell, mortgage, lease out and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement/s for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owners and also to sale its allocation to the intending Purchaser/s, after handing over possession of the Owners' allocation.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF SPECIFICATION OF THE BUILDING/S)

❖ **BUILDING :-**

Building designed or R.C.C. foundation of multistoried.

❖ **FOUNDATION** :-

Building designed of R.C.C. foundation.

❖ **STEEL** :-

Steel quality available in the market.

❖ **CEMENT** :-

Standard quality available in the market.

❖ **STONE CHIPS** :-

Standard quality available in the market.

❖ **SAND** :-

Course sand and other sand shall be required.

❖ **BRICKS** :-

1st and 2nd class available in the market.

❖ **FLOORING** :-

Bed rooms, toilet, drawing/dining will be finished with marble.

❖ **TOILET** :-

Toilet will be of marble flooring with 6' high glaze tile all around.

❖ **PAINTING** :-

All internal walls will be finished the plaster Paris. All external paintings will be with cement based paints. All doors and windows will be enamel paints.

❖ **SANITARY** :-

All internal pipe line will be concealed type. Soil lines are to be connected to underground, drainage pipes terminating in Corporation line, colour basin, colour commodes, Essco fittings.

❖ **WATER SUPPLY** :-

Water will be supplied from the supply of Kolkata Municipal Corporation.

❖ **DOORS** :-

All doors will be made up of commercial flash doors, main entrance door will be teak finish.

❖ **WINDOWS** :-

Aluminum sliding with glass fittings.

❖ **ELECTRICAL** :-

Electrical points for light, fan, and refrigerator.

❖ **WORKS** :-

P.V.C. wiring and complete with distribution board sub-distribution board, switch board with piano type switches and 5 & 25 amp. plug point electrical points will be provided as per design given by architect.

❖ **ELECTRICAL** :-

All conceal wiring.

❖ **LIFT** :-

Lift will be provided.

THE FIFTH SCHEDULE ABOVE REFERRED To

(DESCRIPTION OF SPECIFICATION OF COMMON AREAS)

1. **AREAS** :-

- A. Entrance and exits to the said property and the Building/s.
- B. Darwans room, if any.
- C. Boundary walls and main gate of the said property.
- D. Lift and lift machine room.

- E. Staircase, stair head room and lobbies on all the floors.
- F. Entrance lobby, electric/utility room, water pump room, if any and the Office room, to be used by the Association/Committee, if any.
- G. Common installations on the roof and in the Ground Floor and also in each floor.
- H. Right to access on the roof above the top of the floor of the Building/s.
- I. The open land in the said property, foundation columns, beams, supports, common passage and boundary walls of the Building/s.

2. **WATER PLUMBING AND DRAINAGE :-**

- A. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit! or exclusively for the same.
- B. Water supply system of the whole Building.

- C. Water pump, underground and overhead water reservoirs together with all common plumbing installations for carriage of water (save only those are within the exclusive area of any unit and/or exclusively for its use).

3. **ELECTRICALS INSTALLATIONS** :-

- A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit or exclusively for its use).
- B. Lighting of common portions.
- C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.
- D. Electric installation for lift.
- E. Machineries and accessories, if any (at extra cost).

4. **OTHERS** :-

Such other common parts, areas, equipments, installations, fittings, fixtures and Space/s in or around the said property and the Building/s as are necessary for passage to and/or user of the units in common by the Co-Owners.

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

SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata
in the presence of :-

WITNESSES :-

1. Subhansu Bera
1/26 Netaji Muzh
Kolkata-92

Judhjitkanta

Gantam Samanta

Signature of the **OWNERS**

2. Indita Samanta
w/o Gantam Samanta
59A, Kankulia Road
Kolkata-700029

SAMPURNA UNNATI NIGAM PRIVATE LIMITED

Director

Signature of the **DEVELOPER**

Drafted by us :-

Arijit Kr. Bose
F/1168/2014
Advocate

Alipore Judges' Court, Kol : 27.

Computer Typed by :-

Debasish Naskar

DEBASISH NASKAR

Alipore Judges' Court, Kol : 27.



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

Name INDRAJIT SAMANTA

Signature Indrajit Samanta



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left hand					
right hand					

Name GAUTAM SAMANTA

Signature Gautam Samanta



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

Name Tushar S. Kamdar

Signature Tushar S. Kamdar

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

Name

Signature



[Handwritten signature]

DISTRICT SUB REGISTRAR -V
SOUTH 24 P.CS., ALIPORE
12 NOV 2024



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192021220110282841 Payment Mode: Online Payment
GRN Date: 09/11/2021 18:34:02 Bank/Gateway: HDFC Bank
BRN : 1617898105 BRN Date: 09/11/2021 18:11:58
Payment Status: Successful Payment Ref. No: 2002312347/3/2021
[Query No*/Query Year]

Depositor Details

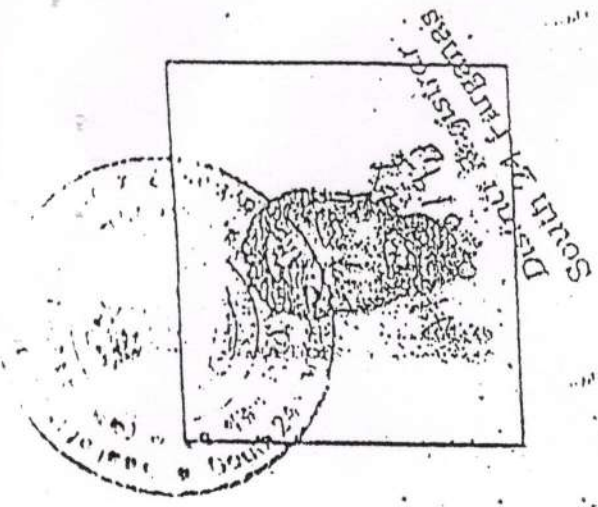
Depositor's Name: TUSHAR S KAMDAR
Address: 21/4, ASWINI DUTTA ROAD CITYSTYLE MALL
Mobile: 9830555565
EMail: t.kamdar89@gmail.com
Depositor Status: Buyer/Claimants
Query No: 2002312347
Applicant's Name: Mr PARTHA SANA
Identification No: 2002312347/3/2021
Remarks: Sale, Development Agreement or Construction agreement Payment No 3

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002312347/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	39920
2	2002312347/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	39941

IN WORDS: THIRTY NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.





NAME..... Partha Sang.....
FATHER'S NAME..... Late. Rabindra Nath Sang.....
FULL ADDRESS..... Vill - Chakhalagabafapur,
P.O. - Toongon, P.S. - Uluberia
District - Hooghly.....

UNDER THE POWERS
 Conferred by the West Bengal Registration (Deed Writers) Rules, 1982, the District Registrar, South 24 Parganas is pleased to issue this licence

DR. L. H. DAS - F.D.P.

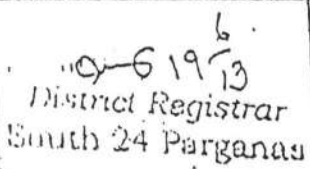
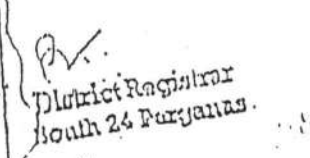
To practice as a Deed writer in

Partha Sarathi

His Licence No. ALF-139

Place: District Registrar
 South 24 Parganas
 Dated: 19.6.2013
 19.6.2013

ENDORSEMENTS OF RENEWAL

Sl. No.	Date	Amount Remitted and Particulars of Remittance	RENEWED		Signature & Designation of Renewing Authority	Remarks, if any	
			From	To			
1.	19.6/13	Rs. 25 deposited through in ch. vide chrox dt 19.6.13	19.6/13	31.12/13	 District Registrar South 24 Parganas	Renewal of licence for the period 19.6.13 to 31.12.13 16/6/13	
		Rs. 15 deposited vide ch no. 290 dt 22.4.13	1/2014	31.12/2014			 District Registrar South 24 Parganas
		Rs. 15 deposited vide ch no. 15 dt 25.4.14	1/2015	31.12/2015			
		Rs. 18 deposited to SBI its count B.D. on ch	1/16	31.12/16			

आयकर विभाग
INCOME TAX DEPARTMENT




भारत सरकार
GOVT. OF INDIA

INDROJIT SAMANTA
DEBAPRASAD SAMANTA

09/09/1950
Permanent Account Number

CCUPS8488N

Indrojit Samanta
Signature



Indrojit Samanta



भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrolment No.: 0102/61655/00136

Download Date: 09/09/2021

To
Indrojit Samanta
C/O. Debaprasad Samanta
59/A
KANKULIA ROAD
Sarat Bose Road
Sarat Bose Road
Kolkata West Bengal - 700029
9674562782

Issue Date: 23/07/2021

Signature valid



आपका आधार क्रमांक / Your Aadhaar No. :

7080 9405 8249

VID : 9103 3693 3149 0218

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Download Date: 09/09/2021



Indrojit Samanta
Date of Birth/DOB: 09/09/1950
Male/ MALE

Issue Date: 23/07/2021

7080 9405 8249

VID : 9103 3693 3149 0218

मेरा आधार, मेरी पहचान

Indrojit Samanta



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1040/21040/03883

To
গৌতম সামন্ত
Gautam Samanta
59A KANKULIA ROAD
Sarat Bose Road
Sarat Bose Road
Circus Avenue Kolkata
West Bengal 700029

28/10/2013
61910845



MN619108456FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

3214 6433 7751

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



গৌতম সামন্ত
Gautam Samanta
পিতা : দেবপ্রসাদ সামন্ত
Father : Debaprasad Samanta
জন্মতারিখ / DOB : 28/09/1954
পুরুষ / Male



3214 6433 7751

আধার - সাধারণ মানুষের অধিকার

Gautam Samanta



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

GAUTAM SAMANTA
DEBA PRASAD SAMANTA

28/09/1954
Permanent Account Number
AVXPS2491K

Gautam Samanta
Signature



Gautam Samanta,

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

TUSHAR S KAMDAR

SHARAD H KAMDAR

19/07/1983
Permanent Account Number
AKWPK2271M


Signature







198316





भारत सरकार
GOVERNMENT OF INDIA

Tushar.S. Kamdar

DOB: 19/07/1983
MALE



7238 5672 5991

मेरा आधार, मेरी पहचान



भारतीय ज्योतिष पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O Sharad.H.Kamdar, 38A/26, JYOTISH
ROY ROAD, New Alipore, Kolkata,
West Bengal - 700053

7238 5672 5991

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001



ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
ABGCS4418J

नाम / Name

SAMPURNA UNNATI NIGAM PRIVATE LIMITED

निगमन/गठन की तारीख

Date of Incorporation / Formation

15/07/2021



Signature Not Verified

Digitally signed by
Income Tax Deptt.
Date: 2021.07.15 10:36:11
GMT+05:30



- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, रैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का सदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card. मलया पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

<p>आयकर विभाग INCOME TAX DEPARTMENT</p> <p>भारत सरकार GOVT. OF INDIA</p> <p>स्थायी लेखा संख्या कार्ड Permanent Account Number Card ABGCS4418J</p> <p>नाम / Name SAMPURNA UNNATI NIGAM PRIVATE LIMITED</p> <p>निगमन/गठन की तारीख Date of Incorporation/Formation 15/07/2021</p>	<p>इस कार्ड के खोने/पाने पर कृपया सूचित करें/वापस करें:</p> <p>आयकर पैन सेवा इकाई, एन एस डी एल 5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8, मॉडेल कॉलोनी, दीप बंगला चौक के पास, पुणे - 411 016.</p> <p>If this card is lost / someone's lost card is found, please inform / return to :</p> <p>Income Tax PAN Services Unit, NSDL 5th Floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pune - 411 016.</p> <p>Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfo@nsdl.co.in</p>
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Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details,

SAMPURNA UNNATI NIGAM PRIVATE LIMITED

Director

Major Information of the Deed

Deed No :	I-1630-04881/2021	Date of Registration	12/11/2021
Query No / Year	1630-2002312347/2021	Office where deed is registered	
Query Date	08/11/2021 4:28:13 PM	1630-2002312347/2021	
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,56,22,427/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :







District: South 24-Parganas, P.S:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kankulia Road, Road Zone : (Moni Mukherjee Road Crossing -- Jyoti Housing (Premises no. 41-59, 96-149)) , , Premises No: 59A, , Ward No: 090 Pin Code : 700029

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		3 Katha 5 Chatak 10 Sq Ft	1/-	1,34,71,877/-	Property is on Road
Grand Total :					5.4885Dec	1 /-	134,71,877 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3186 Sq Ft.	1/-	21,50,550/-	Structure Type: Structure
Gr. Floor, Area of floor : 1593 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1593 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		3186 sq ft	1 /-	21,50,550 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name INDROJIT SAMANTA Son of Late DEBAPRASAD SAMANTA Executed by: Self, Date of Execution: 12/11/2021 , Admitted by: Self, Date of Admission: 12/11/2021 ,Place : Office			
		12/11/2021	LTI 12/11/2021	12/11/2021
59A, KANKULIA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: CCxxxxxx8N, Aadhaar No: 70xxxxxxxx8249, Status :Individual, Executed by: Self, Date of Execution: 12/11/2021 , Admitted by: Self, Date of Admission: 12/11/2021 ,Place : Office				
2	Name GAUTAM SAMANTA Son of Late DEBAPRASAD SAMANTA Executed by: Self, Date of Execution: 12/11/2021 , Admitted by: Self, Date of Admission: 12/11/2021 ,Place : Office			
		12/11/2021	LTI 12/11/2021	12/11/2021
59A, KANKULIA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AVxxxxxx1K, Aadhaar No: 32xxxxxxxx7751, Status :Individual, Executed by: Self, Date of Execution: 12/11/2021 , Admitted by: Self, Date of Admission: 12/11/2021 ,Place : Office				


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SAMPURNA UNNATI NIGAM PRIVATE LIMITED 21/7, ASWINI DUTTA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: ABxxxxxx8J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	TUSHAR S KAMDAR (Presentant) Son of Late SHARAD H KAMDAR Date of Execution - 12/11/2021, , Admitted by: Self, Date of Admission: 12/11/2021, Place of Admission of Execution: Office	 <small>Nov 12 2021 1:20PM</small>	 <small>LTI 12/11/2021</small>	 <small>12/11/2021</small>
38A/26, JYOTISH ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx1M, Aadhaar No: 72xxxxxxxx5991 Status : Representative, Representative of : SAMPURNA UNNATI NIGAM PRIVATE LIMITED (as MANAGING DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
PARTHA SANA Son of Late R N SANA ALIPORE, City:- , P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 <small>12/11/2021</small>	 <small>12/11/2021</small>	 <small>12/11/2021</small>
Identifier Of INDROJIT SAMANTA, GAUTAM SAMANTA, TUSHAR S KAMDAR			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	INDROJIT SAMANTA	SAMPURNA UNNATI NIGAM PRIVATE LIMITED-2.74427 Dec
2	GAUTAM SAMANTA	SAMPURNA UNNATI NIGAM PRIVATE LIMITED-2.74427 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	INDROJIT SAMANTA	SAMPURNA UNNATI NIGAM PRIVATE LIMITED-1593.00000000 Sq Ft
2	GAUTAM SAMANTA	SAMPURNA UNNATI NIGAM PRIVATE LIMITED-1593.00000000 Sq Ft

On 09-11-2021

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 1,56,22,427/-



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

On 12-11-2021

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 12:44 hrs on 12-11-2021, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by TUSHAR S KAMDAR ,.

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

Execution is admitted on 12/11/2021 by 1. INDROJIT SAMANTA, Son of Late DEBAPRASAD SAMANTA, 59A, KANKULIA ROAD, P.O: SARAT BOSE ROAD, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person, 2. GAUTAM SAMANTA, Son of Late DEBAPRASAD SAMANTA, 59A, KANKULIA ROAD, P.O: SARAT BOSE ROAD, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person

Indetified by PARTHA SANA, , , Son of Late R N SANA, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 12-11-2021 by TUSHAR S KAMDAR, MANAGING DIRECTOR, SAMPURNA UNNATI NIGAM PRIVATE LIMITED (Private Limited Company), 21/7, ASWINI DUTTA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by PARTHA SANA, , , Son of Late R N SANA, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/11/2021 6:35PM with Govt. Ref. No: 192021220110282841 on 09-11-2021, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1617898105 on 09-11-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 12883, Amount: Rs.100/-, Date of Purchase: 08/11/2021, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/11/2021 6:35PM with Govt. Ref. No: 192021220110282841 on 09-11-2021, Amount Rs: 39,920/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1617898105 on 09-11-2021, Head of Account 0030-02-103-003-02



Rita Lepcha
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 1630-2021, Page from 169024 to 169101
being No 163004881 for the year 2021.



Digitally signed by RITA LEPCHA DAS
Date: 2021.12.01 17:33:08 -08:00
Reason: Digital Signing of Deed.

(Rita Lepcha) 2021/12/01 05:33:08 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)
