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भारतीय गैर न्यायिक

पचास
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FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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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.

Addl. District Sub-Registrar
Bahala, South 24 Parganas

26 MAR 2021

**AGREEMENT FOR DEVELOPMENT OF A
REAL ESTATE PROJECT**

THIS AGREEMENT FOR DEVELOPMENT OF A REAL ESTATE PROJECT [hereinafter called and referred as the "**Development Agreement**"), is made on this the 26th day of March, Two Thousand Twenty One (2021) A.D.

BETWEEN

012021

25 FEB 2021

SL. NO.....Dt.....

NAME..... Subhanakar Sarkar

ADDRESS..... Advocate
Alipore Judges' Court
Sherista No.: D-11 (Opposite to Record Room)
Kolkata-700 027

RS.....

TANMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-27



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Soufiam Jana
S/O Mahabir Jana
Alipore Judges court
KOL-27

SRI SAUMEN MIDDEY, (PAN:AMFPM4719B, AADHAAR NO. 5700 0930 2894), son of Late Atul Krishna Middey, by faith Hindu, by occupation-Business, residing at Jote Shibrampur, Post Office-Jote Shibrampur, Police Station-Maheshtala, Kolkata-700141, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

M/S. N S CONSTRUCTION, (PAN: AAMFN8127H) a Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, represented by its Partners namely- (1) **NARGIS KHAN**, (PAN:ATIPK3681Q, AADHAAR NO. 4307 1831 1981), wife of Samadul Ali Khan, by faith: Islam, by occupation: Business; (2) **SAMADUL ALI KHAN**, (PAN:AGAPK4444L, AADHAAR NO. 5097 9248 2154) son of Late Sultan Ali Khan, by faith: Islam, by occupation: Business; and (3) **SUHANA KHAN**, (PAN: DXAPK1657R, AADHAAR NO. 2930 1095 2878), daughter of Samadul Ali Khan, by faith: Islam, by occupation: Business, all residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata-700061; hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, executors, legal representatives and assigns) of the **OTHER PART**. **NARGIS KHAN** and **SUHANA KHAN**, the Partner Nos. 1 & 3 are being represented by the Partner No. 2 **SAMADUL ALI KHAN**, son of Late Sultan Ali Khan, by faith: Islam, by Nationality-Indian, by occupation: Business: residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata - 700061, by virtue of Power of Attorney dated 28.09.2018, which was registered at the Office of Additional District Sub Registrar at Behala and entered in Book No. IV, Being No. 160700650 for the year 2018.



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WHEREAS by virtue of a registered Deed of Partition dated 26.07.1955, registered at the Office of Sub Registrar at Behala and entered in Book No. I, Being No. 1926 for the year 1955, one Atul Krishna Middey and his brother Keshab Chandra Middey as party of the First Part jointly got land measuring 72 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrapur, J.L. No.25, Police Station-Maheshtala, District-24 Parganas.

AND WHEREAS by virtue of a registered Deed of Sale dated 16.07.1962, the said Keshab Chandra Middey sold, transferred and conveyed undivided $\frac{1}{2}$ (half) share out of **ALL THAT** piece and parcel of land measuring 72 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrapur, J.L. No.25, Police Station-Maheshtala, District-24 Parganas in favour of Atul Krishna Middey. The said Deed was registered at the Office of Sub Registrar at Behala and entered in Book No. I, Being No. 3145 for the year 1962.

AND WHEREAS after getting the aforesaid property by virtue of Deed of Partition and purchase the said Atul Krishna Middey became the Owner of **ALL THAT** piece and parcel of land measuring 72 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrapur, J.L. No.25, Police Station-Maheshtala, District-24 Parganas.

AND WHEREAS out of the aforesaid property, the said Atul Krishna Middey sold away some portion of land and he retained **ALL THAT** piece and parcel of land measuring 57.5 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrapur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas.

AND WHEREAS during the lifetime the said Atul Krishna Middey executed and registered a Deed of Settlement dated 10.02.1984, in respect of land measuring 57.5 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrapur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas in favour of his son Sri Soumen Middey, the present Owner



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herein. The said Deed of Settlement was registered at the Office of Sub Registrar at Behala and entered in Book No. I, Being No. 393 for the year 1984.

AND WHEREAS it has been stipulated in the Deed of Settlement during the lifetime Atul Krishna Middey shall enjoy the said property and after his demise, his son Sri Soumen Middey would be the exclusive Owner with exclusive right to sell, transfer, alienate and mortgage the aforesaid property.

AND WHEREAS the said Atul Krishna Middey died intestate on 26.09.2013 leaving behind his son Sri Soumen Middey, and after the demise of Atul Krishna Middey, in terms of the Deed of Settlement, Sri Soumen Middey became the absolute Owner in respect of **ALL THAT** piece and parcel of land measuring 57.5 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas (South).

AND WHEREAS the name of Atul Krishna Middey was recorded in respect of the aforesaid property in the records of Maheshtala Municipality as Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani Police Station-Maheshtala, Kolkata-700141 and also in the records of B.L. & L.R.O., Government of West Bengal, under L.R. Khatian No. 34.

AND WHEREAS subsequently the present owner got his name mutated in respect of the aforesaid property in respect of Maheshtala Municipality and also got his name mutated in the records B.L. & L.R.O. under L.R. Khatian No.4228.

AND WHEREAS the present Owner was desirous of Development of the property from the front portion out of the said premises being **ALL THAT** piece and parcel of Bastu land measuring 7.43 (Seven point forty three) Cottahs, be the same or a little more or less, whereupon structure standing thereupon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being part of Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani



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previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto, which has been specifically described in the **SCHEDULE** hereunder and hereinafter referred to as the "**Said Premises**".

AND WHEREAS the said Owner is now desirous of developing the said premises by constructing thereupon a new ground plus three storied building in accordance with the building plan to be approved and sanctioned by the Kolkata Municipal Corporation. But due to financial stringency and/or paucity of funds, the said Owner is unable to start the construction of the said proposed building and had been in search of a suitable Developer, who can undertake the responsibility of construction of such building at the said premises by his/her/their own funds, arrangements and expenses.

AND WHEREAS being aware of such intention of the Owner, the Developer herein contacted the Owner and requested him to allow him to develop the said premises as desired by the Owner by constructing the proposed building in accordance with the sanction plan to be sanctioned by the Maheshtala Municipality at the arrangement, cost and expenses of the Developer.

AND WHEREAS upon and after negotiations between the two parties; the Owner herein, being party of the one part, have agreed to allow the Developer, being the party of the other part, to develop the said premises, as a real estate project on the terms and conditions hereinafter contained in this "**Development Agreement**".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO on the following terms and conditions :-

ARTICLE-I: DEFINITIONS

1. **OWNER:-** Shall mean **SRI SAUMEN MIDDEY**, son of Late Atul Krishna Middey, residing at Jote Shibrampur, Post Office-Jote Shibrampur, Police Station-Maheshtala, Kolkata-7000141, and include his heirs, executors, administrators, legal representatives and assigns and owning **ALL THAT** piece and parcel of Bastu land



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measuring 7.43 (Seven point forty three) Cottahs, be the same or a little more or less, whereupon structure standing thereupon, from the front portion out of land measuring 57.5 decimals, lying and situate in R.S. & L.R. Dag No.314 under R.S. Khatian No.415 corresponding to L.R. Khatian No.4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being part of Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District Sub-Registration office at Alipore and Additional District Sub-Registration office at Behala, District-South 24 Parganas together with all right of easements, facilities and amenities annexed thereto, and having offered the same to the Developer for development of a real estate project.

2. **DEVELOPER** :- Shall mean **M/S. N S CONSTRUCTION**, a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, represented by its Partners namely- (1) **NARGIS KHAN**, wife of Samadul Ali Khan, (2) **SAMADUL ALI KHAN**, son of Late Sultan Ali Khan, and (3) **SUHANA KHAN**, daughter of Samadul Ali Khan, all residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata - 700061 (which term include it's successors-in-office, nominees and assigns) and who have agreed to develop and complete a real estate project on the aforesaid land /said premises of the Owner by constructing a Building (s) as per sanction plan of the Maheshtala Municipality and the proposed building to be used for residential or for any other related purposes.
3. **TITLE DEEDS**: - Shall mean all the documents of title and ownership relating to the said premises and the same shall be handed over in original by the Owner to the Developer simultaneously on execution of this Agreement. The Developer shall acknowledge to receipt of those original documents on tendering of the same.
4. **SAID PREMISES**: Shall mean **ALL THAT** piece and parcel of Bastu land measuring 7.43 (Seven point forty three) Cottahs, be the same or a little more or less, whereupon structure standing thereupon, from



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the front portion out of land measuring 57.5 decimals, lying and situate in R.S. & L.R. Dag No.314 under R.S. Khatian No.415 corresponding to L.R. Khatian No.4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being part of Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District Sub-Registration office at Alipore and Additional District Sub-Registration office at Behala, District-South 24 Parganas together with all right of easements, facilities and amenities annexed thereto, as more fully and particularly mentioned and described in the **SCHEDULE-"A"** hereunder written.

5. **BUILDING**: - Shall mean a ground plus three storied building to be constructed upon the said premises as per sanction plan to be sanctioned by the Maheshtala Municipality (the competent authority) and any further constructed area or, floors to be and as may be sanctioned by the said municipality.
6. **OWNER'S ALLOCATION**: - Shall mean saleable area and has been mentioned in the **SCHEDULE-"B"** hereunder in this development agreement, including a sum of Rs.20,00,000/- (Rupees Twenty Lac) only on as refundable amount, which the Developer has agreed to pay to the owner.
7. **DEVELOPER'S ALLOCATION**: - Shall mean saleable area and has been mentioned in the **SCHEDULE-"C"** hereunder in this development agreement.
8. **COMMON AREAS, PORTIONS, FACILITIES & AMENITIES** : Shall mean and include the entire land on which the proposed building is to come up , roof top, common basements , terraces, corridors, hall ways, stair case /ways, passage ways, drive ways, pumps space, accommodation for the watch and ward or for the lodging of community services personnel, underground water reservoir, overhead water tank, stair and stair landing on all floors, lifts, lift well, lift landing on all floors, lift lobbies, fire escapes ,common entrance and exits of the building, common storage spaces ,water pump and motor, fans, compressors, sumps, central services for



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electricity, water, gas, sanitation and all other common facilities and amenities which may be set up and established by the Developer herein at its discretion and/or as advised by the competent authority and as may be reasonably required and feasible for the establishment, enjoyment, maintenance and/or management of the building and land there under and such other common facilities and amenities as are in future, after the building is complete and possession handed over to the respective allottees/buyers and their association/society is formed for the maintenance of the building and premises, mutually agreed and settled between the Owner/ allottees of the various units/floors/ flats/commercial space, and which have been mentioned and described in the **SCHEDULE "D"** hereunder.

9. **COMPETENT AUTHORITY:** shall mean Kolkata Municipal Corporation, Government of West Bengal having at present the authority and powers to give permission for development of the said premises and to construct building(s) thereat and thereon as per building and other related plans to be sanctioned and approved by them or such other authority or authorities as are notified by the government in future for the said purposes.
10. **SANCTION PLAN:** Shall mean the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan and such other plans and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to the start of development/construction of the building at the said premises.
11. **APARTMENT(S):** Shall mean and include dwelling units and flats as are created/built/constructed in the proposed building by the Developer for sale, transfer and/or use for residential or commercial or business or professional or occupational purposes or for any other related and ancillary purpose as per sanction plan of the competent authority.
12. **CAR PARKING AREAS/GARAGES:** Shall mean areas/spaces whether covered, uncovered or open, as are sanctioned by the competent authority in the proposed Building for parking of two wheelers, motor



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cars and vehicles and for use as garages for other means of conveyances.

13. **SALEABLE SPACE**: Shall mean apartment(s) (being the dwelling and other units/floors/ flats/car parking area/commercial space/space) in the building (s), to be developed/constructed by the Developer under this development agreement and which are available for independent dwelling, residence, use, occupation and enjoyment after making due provisions for common areas and facilities and the space required for such common facilities.
14. **COMMON EXPENSES**: Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the common parts/areas as also meeting of the common expenses and matters relating to mutual rights and obligations of the Developer and the Owner herein including their nominees/assignees and also including the intending allottees of the Apartments and the common use and enjoyment thereof and which have been mentioned in the **SCHEDULE-"E"** hereunder.
15. **ARCHITECT**: Shall mean such person or persons, registered under the provisions of the Architect act, 1972, who may be entrusted and/or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and premises as aforesaid.
16. **BUILT UP AREA** : Shall mean and include the covered area of the unit/commercial space/apartment/flat and including external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan to be Sanctioned by the competent authority being the Kolkata Municipal Corporation.
17. **CARPET AREA**: Shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment(s).
18. **TRANSFEROR**: Shall mean the Owner and the Developer herein who intend to sell and transfer the apartments, out of the saleable areas being allocated to them respectively in this agreement, to the



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intending allottees (being the intending buyers/allottees/purchasers/users) together with undivided proportionate share of the land and right to use the common space in the building to be built on the said premises.

19. **ALLOTTEE** : Shall mean the individual, person, firm, limited or private limited company, limited liability partnership, society, any other authorized entity or an Association of persons to whom Apartment (s)/commercial space and/or car parking spaces in the building are and have been allotted, sold and or transferred by the Developer and/or Owner, out of their respective shares/allocations and include such persons who subsequently acquire the said allotment of apartments through sale, transfer or otherwise but shall not include a person to whom the apartment is given on rent.
20. **TRANSFER**: Shall mean with its grammatical variation and include transfer by possession and by any other means adopted for effecting what is legally termed as a transfer of any property/ apartment/ building/flat/unit/car parking or garage area to the Allottee (s) thereof in terms of transfer of property act 1882 and/or any other applicable law.
21. **NOTICE**: - Shall mean and include all notices to be served hereunder by either of the parties to the other and such notices shall deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the concerned party hereto.
22. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.
23. **PARTIES** : shall collectively mean both Owner and Developer herein in the agreement

ARTICLE-II COMMENCEMENT

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.



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ARTICLE-III: OWNER RIGHTS & REPRESENTATIONS

- 3.1. The Owner hereto are absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring 7.43 (Seven point forty three) Cottahs, be the same or a little more or less, whereupon structure standing thereupon, from the front portion out of land measuring 57.5 decimals, lying and situate in R.S. & L.R. Dag No.314 under R.S. Khatian No.415 corresponding to L.R. Khatian No.4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being part of Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District Sub-Registration office at Alipore and Additional District Sub-Registration office at Behala, District-South 24 Parganas together with all right of easements, facilities and amenities annexed thereto.
- 3.2. Save and except the Owner herein nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of and in the said premises.
- 3.3. That the said premises are free from all encumbrances, charges, liens, disputes, claims, attachments, mortgages, power of attorneys, trusts, tenancy rights, legal and court cases whatsoever or howsoever.
- 3.4. That the Owner has mutated and recorded his name in the records of the Kolkata Municipal Corporation.
- 3.5. That since the day of execution of this agreement and till the completion of the proposed building and sale of all the saleable space; if any person/s claims any kind of right, title and interest in respect of the said premises, the Owner shall be fully liable for the same and pay the amount of expenses and amounts to be or may be incurred and/or paid by the Developer towards the same.
- 3.6. That the Owner has not sold or entered into any agreement for sale and/or development or any other kind of agreement whatsoever or howsoever in respect of the said premises prior to this agreement.
- 3.7. That there is a structure upon the said premises and the Owner is giving liberty to the Developer to demolish the existing structure after



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obtaining sanction of the building plan and all the debris shall go to the Developer and the Developer shall have liberty to sell the said debris to the third party and receive amount and the Owner shall not claim any amount for such debris.

ARTICLE-IV: DEVELOPER'S RIGHT

- 4.1. The Owner herein, hereby grant exclusive rights to the Developer to develop the said premises by way of constructing a building(s) in accordance with the building sanction plan of the competent authority with or without any amendment/change/alterations and/or modifications thereto made or caused to be made by the parties hereto.
- 4.2. That the Developer will pay expenses for obtaining sanction of the building plan and shall bear all expenses towards plan sanction and other applicable fees, building & construction materials, labour cost, legal fees and all construction charges of the building and to complete it in all respects at its own costs or at the cost of the intending Allottee or Allottees including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises and the Owner shall not have any responsibility in these respects.
- 4.3. It is made clear that save and except the share of the Owner in the proposed building as mentioned in **SCHEDULE-"B"**, hereunder; all other apartment(s)/ car parking areas/shop(s) /garages will be the exclusive property of the Developer herein and if the Developer so desires, the same could be disposed of by the Developer to the prospective buyer(s) at any sale consideration value or price, which the Developer may decide at its sole discretion.
- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer other than exclusive rights and license to the Developer for the purpose of development of the said premises in terms hereof and to deal with the Developer's Allocation of the saleable area of the building.



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- 4.6. The Developer shall have right to publish and issue advertisements or put out hoardings at any place or at the site of the premises to draw the attention of the prospective buyers of the apartment(s)/ car parking areas/ garages/shop(s) of the proposed building/s.
- 4.7. The Developer shall have liberty to demolish the existing structure and shall sell all the debris in his discretion to the intending buyer or buyers and receive the entire consideration amount but the Owner shall not claim any amount towards sale of the debris from the Developer.

ARTICLE-V: CONSIDERATION

- 5.1. In consideration of the Agreement, the Owner has agreed to grant exclusive right of development of the said premises to the Developer and the Developer agrees and/or undertakes to allocate 33.33% constructed area (residential flats and car parking spaces) to the Owner and 50% commercial space on the ground and first floor of the proposed building as more fully and particularly mentioned in the **SCHEDULE-"B"** hereunder written, but the Developer shall have liberty to sell 33.33% residential flats and car parking spaces of the owners allocation in the entire proposed building to the intending buyer/s and the Developer shall receive the entire sell proceed of 33.33% residential flats and car parking spaces in the entire building in its account and disburse 33.33% amount from the sale proceeds of residential flats and car parking spaces to the Owner, while the Developer will have the allocation as per **SCHEDULE-"C"** mentioned hereunder.
- 5.2. In addition to the Owner's allocation as mentioned in the **SCHEDULE- B** hereunder; the Developer would pay a sum of Rs.20,00,000/- (Rupees Twenty Lac) only as refundable amount (interest free) to the Owner by installments as mentioned in **SCHEDULE-"B"** hereunder. Simultaneously on execution of this Agreement, the Developer has paid a sum of Rs.20,00,000/- (Rupees Twenty Lac) only (interest free) to the Owner as per Memorandum of Consideration appended hereunder.



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- 5.3. The Developer shall have full liberty and rights to sell his portion of the saleable area in terms of the Development Agreement to the intending allottees/ buyer/s and to receive the sale consideration/ Advance amount as per his allocation of the saleable area and as mentioned in the SCHEDULE "C" hereunder.
- 5.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot of land or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by constructing the building(s) on the said premises and to deal with the Developers' Allocation in the building in the manner herein stated, without creating any liability, financial or otherwise, whatsoever upon the Owner.

ARTICLE-VI: POSSESSION

- 6.1. The Owner shall handover vacant and peaceful possession of the said premises simultaneously execution of this Agreement, including original papers and documents of ownership/ title relating to the said premises to the Developer.

ARTICLE-VII: PROCEDURE

- 7.1 Simultaneously on execution and registration of this Agreement, the Owner shall grant proper authority to the Developer by executing and registering a General Power of Attorney in favour of the Developer in such format as may be required by the Developer for the purpose of construction of the proposed building as per sanction plan of the Competent authority and for development of the said premises and for selling out the apartment(s)/car parking areas/commercial space/ garages of its share/allocation together with undivided share of the land to the intending allottee/s through Deeds of Conveyance/s , Agreements for Sale and to sign and execute all necessary papers, deeds, documents, etc. in respect of Developer's Allocation of the saleable area only and also to represent the Owner for all purposes in connection with all appropriate and necessary works and deeds/acts before the appropriate authorities, agencies, departments etc provided



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however the same shall not create financial liabilities upon the Owner. The Owner and the Developer shall sale its specific apartment(s)/ car parking areas/ garages/shops in their respective allocation on the basis of the said Power of Attorney and this development agreement to the intending allottees/ buyers.

- 7.2 Apart from the said registered Power of Attorney; the Owner also do hereby undertakes that he shall execute as and when necessary all required papers, deeds, documents, plans etc. for the purpose of development of the said premises, if and as shall be necessary.
- 7.3 The Developer shall keep certified copy of the sanctioned Architectural building Plan and the Structural Plan in its custody and provide the Owner with the original of the same.
- 7.4 Simultaneously on execution of this Development Agreement, the Owner shall also hand over original title deeds, mutation certificate, paid tax receipts and other muniments relating to the title of the said premises to the Developer. The Developer shall acknowledge to receipt of the same. The Developer shall handover all those and such original documents to the "Owner Association or body".
- 7.5 The Developer shall execute and register the Agreements for Sale and Deeds of Conveyance in respect of their allocated portion of saleable area as mentioned in **SCHEDULE- "B" (residential flat and car parking space) & "C"** hereunder in favour of the intending Allottee(s)/Nominee(s) as selected and fixed by the Developer, on the basis of the said registered Power of Attorney to be given and executed by the Owner as per para No.7.1 above.
- 7.6 The Developer shall keep the original Development Agreement & Power of Attorney in its custody, while the Owner shall keep a certified copy of the same.
- 8.1. The Developer shall have liberty to execute Agreements for Sale/s and Deeds of Conveyance/s in respect of the residential flats and car parking space of owner's allocation (save and except 50% commercials spaces of the owner) and the Developers allocation in the proposed building and hand over possession to the intending buyer/s.



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- 8.2. The Owner will be entitled to transfer or otherwise deal with the 50% commercial space in his Owner's allocation of the proposed building to the intending buyer and buyers.
- 8.3. That save and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder, the common arrears, facilities and amenities will be jointly possessed and enjoyed by the Owner and the Developer and their heirs and nominees including the intending buyers/allottees/Owner of the apartments and the Developer shall have exclusive right to dispose of their portions in any manner whatsoever.
- 8.4. The Developer shall be exclusively entitled to its own allocation with the right to transfer, or otherwise deal with or dispose of the same and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developers' allocation provided that the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.
- 8.5. The Developer being the party of the Other Part in the agreement, shall be at liberty with exclusive rights and authority to negotiate for sale of apartment(s)/ car parking areas together with proportionate share of land (including the accommodation provided under Owner's allocation, as mentioned herein before save and except 50% commercial space), of the said proposed building on the said premises with any prospective allottees/ buyers on or before or during the course of the construction work of the said building at such sale consideration and price and on such terms and conditions as the Developer may think fit and proper at its sole discretion. It is clearly agreed and declared by the parties herein that the consideration/sale money for such sale and transfer of Developers allocation and the owners allocation (which includes the flats and car parking spaces except 50% of the commercial space) as aforesaid, including earnest money or initial payments or part payments thereof shall be received by the Developer directly in its account and disburse 33.33% sale proceeds to the Owner from the sale proceeds only of the flats and car parking spaces in the building.
- 8.6. The Developer shall be entitled to enter into agreement(s) for sale/s in respect of the Owner's (flats and car parking spaces except



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commercial spaces) and the Developers' allocation on the basis of the registered General Power of Attorney and shall be entitled to sign all necessary papers, documents and agreements for such purpose on behalf of the Owner by virtue of the same registered Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.

- 8.7. The Developer on behalf of the Owner shall execute and register the Deed of Conveyance or Conveyances or sale deeds in favour of the intending Allottees /buyers out of the Developers' allocation including the owner's allocation in respect of residential flats and car parking spaces of the saleable area of the building and also to convey the undivided proportionate share of the land of the said premises, on the strength of the registered General registered Power of Attorney, however the costs of such conveyance deeds or conveyances or sale deeds including cost of non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Allottees or Allottees or buyers thereof.
- 8.8. The Owner is giving liberty to the developer to receive the amount in its account and disbursed 33.33% amount from the sale proceeds to the Owner. The Developer has every liberty to sell the owner's allocation in respect of the residential flats and car parking spaces to the intending buyer/s.
- 8.9. The developer shall be at liberty to sell the commercial space (shops) in its allocation to the intending buyer and receive the account in its account.

ARTICLE-IX: BUILDING

- 9.1. The Developer shall at its own costs construct, erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and/or as may be recommended by the Architect from time to time.
- 9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties



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hereto provided such quality is not inferior to the standards as mentioned in the applicable Building Laws.

- 9.3. The Developer shall install and erect in the said proposed building at the Developer's own costs standard new water pump set with motor, water storage tanks, overhead reservoirs, electric wiring and electrical fittings (BUT excluding fans, geysers, air conditions and other gadgets) and other facilities as are required to be provided in a building having self-contained apartment(s)/ car parking areas/ garages/ shop(d) constructed for sale herein on Ownership basis and as mutually agreed.
- 9.4. The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of cement, all types of steels, bricks other building materials and accessories for the construction of the building as a whole and to similarly apply for and obtain temporary and permanent connections of power, water, drainage sewerage and/or other facilities, if any, available to the new building and other inputs and facilities required for the construction of and enjoyment of the building.
- 9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building along with its various apartments (units/floors/ flats/car parking space/shop/spaces), therein in accordance with the sanction building plan.
- 9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility and/or liability in this respect to the Architect.

ARTICLE-X: COMMON FACILITIES

- 10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due as and from the date of this agreement till handover of the entire building to the respective allottees .
- 10.2. As soon as the building is completed, the Developer shall give written notice to the Owner requiring the Owner to take possession of the



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Owners' allocation in the building with 30 days from the date of service of such notice. Then after 30 days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any and as are levied on the building as a whole.

- 10.3. The Owner and the Developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon by and between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either or them as the case may be consequent upon a default by Owner or the Developer in this behalf.
- 10.4. Any transfer or any transfer of any part of the Owners' Allocation of the new building shall be subject to the other provisions hereof and the respective transferee/s or allottees shall have to be responsible in respect of the space transferred and to pay the said rates and service and maintenance charges for the common facilities in accordance with law.
- 10.5. If any person/buyer fails to pay maintenance charges in respect of his/her/their particular area/apartment, ; in that event he/she/they will have to pay interest as would be mutually determined between the Owner/Developers and the buyers/allottees of the apartments.
- 10.6. The Owner shall not do any acts, deeds or things whereby the Developer shall be prevented or obstructed from construction and completion of the said building, as per approved plan.
- 10.7. Both the Developer and Owner herein shall enjoy their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute



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right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI: COMMON RESTRICTION

The Owner' allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which restrictions shall include the following:-

- 11.1. Neither party shall use or permit the use of their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal, immoral trade or activity and nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 11.3. Neither party shall transfer or permit to transfer their respective allocations or any portion thereof unless :-
 - a. Such party shall have reasonably observed and performed the terms and conditions on their respective part to be observed and/or performed as per this development agreement.
 - b. The proposed transferee(s) shall have given a written undertaking to the effect that such transferee(s), shall remain bound by the terms and conditions hereof and of these presents and further that such transferee(s) shall pay all and whatsoever shall be payable in relation to the area of their respective possession.
- 11.4. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws, rules and regulations.



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- 11.5. The respective allottees/buyers shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any such breach.
- 11.6. Neither party shall do or cause, or permit to be done any act or thing which may render void and violate any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 11.7. No goods or other items shall be kept by either party or by the allottees for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 11.8. Neither party and/or the allottees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- 11.9. Either of the parties shall permit the other's agents with or without workmen and others at all reasonable times to enter into and upon the each party's allocation for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, sewer lines, electrical lines, gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII: OWNER'S OBLIGATIONS

- 12.1. The Owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any



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unreasonable interference or hindrance is caused by the Owner or their agents, servants, representative or impediment to such construction; the Owner will be liable for such losses and damages.

- 12.2. The Owner doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said premises in favour of the intending buyers of apartment(s)/ car parking areas/ garages/shop(s) in the said building. The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar acts at their own liability and responsibility subject to fulfillment of the Developer's obligation to the Owner as agreed upon herein.
- 12.3. The Owner doth hereby agree and covenant with the Developer not to let out, grant, lease mortgage, and/or charge or part with possession of the said premises or any portion thereof before date of completion of the construction without the consent in writing of the Developer on and from the date of execution of this development Agreement.
- 12.4. The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building or apartment's therein save and except in case of any confirmed illegal acts and default of the Developer. It is recorded herein that the completion period of the proposed building shall be within **24 (Twenty Four)** months with a grace period of **6(Six)** months from the date of sanction of the building plan or from the date of handing over vacant possession of the said premises, whichever is later.
- 12.5. The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreement.
- 12.6. The Owner hereto without being influenced or provoked by anybody do hereby categorically undertake that, as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial



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participation and/or involvement on the part of the Owner hereto, the Owner henceforth and for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney, except otherwise mentioned within this agreement and the Developer shall be at liberty to receive any amounts from any Allottee/Allottees in its own name and to appropriate the said amounts and sale proceeds of the apartment(s)/ car parking areas/ garages of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Developer from the allottee/allottees shall not in any way fasten the Owner with any liability nor shall it create any charge upon the said premises or any part thereof.

- 12.7. The Owner shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Owner's Allocation of the saleable area as mentioned in **SCHEDULE-"B"** and also in respect of apartment(s)/ car parking areas/ garages of the intending Allottee/s or buyers who want to purchase and/or buy the same from the Owner out of the Owner's Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Owner shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without much hassles.
- 13.1. The Owner shall pay the following expenses for smooth construction of the building to the Developer:-
- a) To pay 50% expenses for obtaining sanction plan from Maheshtala Municipality.
 - b) To pay 50% expenses for obtaining fire license.
 - c) To pay 50% expenses for installation of the Lift in the building.



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- d) To pay 50% expenses for purchasing the generator backup of the electricity.
- e) To pay 50% expenses for obtaining electricity connection from CESE including security deposit.

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

- 13.2. The Developer doth hereby agree and covenants with the Owner to complete the construction of the building within **24 (Twenty Four)** months with a grace period of **6(Six)** months from the date of sanction of the building plan or from the date of handing over vacant possession of the said premises, whichever is later. Time should be essence of the contract.
- 13.3. The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any of the Owner's allocations in the building at the said premises.
- 13.4. The Developer doth hereby agree and covenant with the Owner not to transfer and/or assign the rights and benefits of this development agreement in full or any portion thereof to any party or parties without the consent in writing of the Owner. The Developer is liable to hand over the Owner's allocation to the Owner first and then the Developer shall handover possession of its Allocation to the intending allottees/nominees.
- 13.5. The Developer hereby agrees and covenants with the Owner not to violet or contravenes any of the provisions and rules applicable to the construction of the said proposed building.
- 13.6. The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner's Allocation or any portion thereof to any third party but the Developer may deliver or part with possession of its own allocated portion to any person and can enter into agreement(s) with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.
- 13.7. The Developer shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable



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mortgage, charge or lien may be created only out of Developers' Allocation of the saleable area as mentioned in **SCHEDULE-"C"** and **also** in respect of apartment(s)/ commercial spaces/car parking areas/ garages of the intending Allottee/s or buyers, who want to purchase and/or buy the same from the Developer out of the Developers' Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Developer shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without many hassles.

- 13.8. The Developer shall obtain all papers and documents relating to the said premises at its cost and expenses for causing sanction of the building plan from the competent authority. The Owner shall have no liability or responsibility to obtain any documents for causing necessary sanction of the building plan.
- 13.9. The Developer shall not assign this development agreement to any other third party without the prior written approval of the Owner.
- 13.10. Upon sanction of the building plan, the Developer shall forward to the Owners Party's Copy of all such sanction plan.
- 13.11. In the event of any notice being received and/or legal dispute arising from the Maheshtala Municipality or any statutory body due to deviating the original sanction of the Maheshtala Municipality, the Developer shall keep the Owner forever indemnified and unharmed against such notices or legal action by taking appropriate legal steps including payments of all legal charges, claims and / or all penalty charges arising thereof for all times to come as and from the date of execution of the Development Agreement.
- 13.12. The Owner do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises due to the Owner's fault, during the period of Agreement, the time for or grace period of construction of the building should be extended accordingly



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and the construction work will remain suspended till the disputes and/or litigation sorted out.

13.13. The Developer at his own cost and expenses shall do the following:-

- a) To obtain sanction of the building plan from the Maheshtala Municipality.
- b) To make construction of the building as per sanction of the building plan.

ARTICLE-XIV: OWNER INDEMNITY

14.1. The Owner hereby undertakes that the Developer shall be entitled to the to the building(s) to be constructed on the said premises and shall enjoy its allocated space without any interference or disturbances by or on the part of the Owner provided the Developer performs and fulfills the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XV: DEVELOPER'S INDEMNITY

15.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act of accident or omission or commission of the Developer in relation to the construction of the said building and the Developer shall also be fully responsible if the construction fails down due to inferiority of the materials and other latent defects thereto.

15.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developers' action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE-XVI: MISCELLANEOUS

16.1. The Owner and the Developer have entered into this development Agreement purely as a contract on basis of this joint venture agreement and under no circumstances this shall be treated as partnership and/or Associations of persons in between the Owner and the Developers.



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- 16.2. Immediately after possession of premises is given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanction building plan.
- 16.3. The Owner and Developer shall not be liable for any Income Tax, Goods and Service Tax, Wealth Tax or any other taxes in respect of the each other's allocation and the respective party shall be liable to make payment of the same and keep the other affected party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 16.4. The Developer and/or its nominees/assignees and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owner hereby agree to abide by all the rules and regulations to be framed by any society/ association and/or any other organization which will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear that the allottees/buyers/ Owner of the respective apartment(s)/ and/or car parking areas/ garages of the said building, after the handover of the possession to them by the Developer and Owner; shall maintain the same themselves and/or through an association/society to be formed for such purpose..
- 16.5. As and from the date of completion of the building; the Developer and/or its transferees/buyers/allottees and the Owner and/or their transferees/buyers/allottees shall each be liable to pay and bear the proportionate charges on account of ground rent, wealth taxes, municipal tax, property tax and other taxes and maintenance charges payable in respect of their respective spaces/flats/apartments.
- 16.6. In the proposed building to be constructed by the Developer, the Developer shall provide the following specifications as more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written in the apartments/flats of the Owner share/allocation and the Developer shall solely be responsible for any defects in the items provided. However ; the specifications of the apartments and the materials and facilities to be provided in the



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apartments/spaces in the Developers share/allocation shall be solely decided by the Developer .

ARTICLE-XVII: FORCE MAJEURE

- 17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations are prevented by the existence of the "Force Majeure" and accordingly shall be suspended from the obligations during the duration of the "Force Majeure".
- 17.2. "Force Majeure" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riots, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labor, any legislation, regulation, ruling or omissions (including delay or failure to grant or get any necessary permissions or sanctions for reasons outside the control of either Party) or for any orders from any authorities/governments/courts.

ARTICLE - XVIII: PENAL CLAUSE

- 18.1. If the Developer fails and /or neglect to complete the construction of the said building within the time period stipulated herein (Time being considered as the essence of this contract) then the Developer shall be liable to pay Rs.5,000/- per month compensation to Owner till the completion of the said building apart from the rent or license fee for temporary rehabilitation as mentioned in clause 13.9, unless such payment is waived by the Owner.



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ARTICLE-XIX: JURISDICTION

19.1. The Courts (Civil & Criminal) of Kolkata, West Bengal alone shall have the jurisdiction to entertain and determine all actions, suits, disputes and proceedings arising out of this development agreement between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of Bastu land measuring 7.43 (Seven point forty three) Cottahs, be the same or a little more or less, whereupon 300 square feet brick wall tiles roofing structure standing thereon, from the front portion out of land measuring 57.5 decimals, lying and situate in R.S. & L.R. Dag No.314 under R.S. Khatian No.415 corresponding to L.R. Khatian No.4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being part of Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District Sub-Registration office at Alipore and Additional District Sub-Registration office at Behala, District-South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded as follows :-

ON THE NORTH :- L.R. Dag No. 314;
ON THE SOUTH :- Biren Roy Road (West);
ON THE EAST :- House of the Owner;
ON THE WEST :- L.R. Dag No. 314 & property of N S Construction;

The said property is delineated with the "**RED**" border in the annexed map or plan and the map or plan should be treated as part of the deed.

THE SCHEDULE "B" ABOVE REFERRED TO

(Owner's Allocation as per clause-1.6 of Article-I)

In lieu of the land of the said premises/property; the Owner will be entitled to get the following constructed/saleable area of the proposed building:-

1. 33.33% residential flats and car parking spaces in the entire building with liberty to sell 33.33% residential flats and car



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parking spaces in the entire building by the Developer to the intending buyer/s and the Developer shall receive the entire sell proceed of 33.33% residential flats and car parking spaces in the entire building in its account and disburse 33.33% amount from the sale proceeds of residential flats and car parking spaces to the Owner.

2. 50% of the commercial space (shops) in the ground and first floor of the proposed building.

AND

Together with undivided and impartible proportionate share of the land including all right or easement facilities and amenities annexed thereto.

- a. Apart from the constructed area, the Developer has paid a sum of Rs. 20,00,000/- (Rupees Forty Lac) only to the Owner as refundable security, acknowledgement of which are set forth in the memorandum of consideration appended hereunder.

THE SCHEDULE "C" ABOVE REFERRED TO
(Developer's Allocation as per clause-1.7 of Article-I)

Save and except the Owner's allocation mentioned in **SCHEDULE-"B"** hereinabove, the Developer will be entitled to rest of the saleable or constructed area together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto .

THE SCHEDULE "D" ABOVE REFERRED TO
(Common Areas/ Portions)

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters will be installed and electrical wiring and other fittings, (excluding only those



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as are to be installed within the exclusive area of any flat and / or exclusively for its use).

6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the flats / units in common by the co-Owner.
9. Lift well with lift, machine room with all concerned accessories.
10. Land underneath of the proposed building.

THE SCHEDULE "E" ABOVE REFERRED TO

(Common expenses)

On completion of the building, the Owner, the Developer and their nominees including the intending Purchaser shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owner in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;



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- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owner in common;

THE SCHEDULE "F" ABOVE REFERRED TO
(Specification)

A. CONCRETE WORK:

- 1. R.C.C. framed structure as per design.

B. BRICK WORK:

- 1. All external walls to be 125 mm thick with 1:6 cement sand ratio properly cured.
- 2. All internal walls 75 mm / 125 mm thick with 1:6 cement sand ratio properly cured.

C. PLASTERING AND FINISHING:

- 1. All external plaster to be 20 mm thick in 1:6 cement sand ratio properly cured.
- 2. All internal plaster to be 12 mm thick in 1:6 cement sand ratio properly cured.

D. DOORS:

- 1. All door frame to be 2 ½" x 4" made wood properly seasoned.
- 2. All main entrance doors should be of flush type 35 mm thick.
- 3. All internal doors should be of flush door type, machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete.

E. WINDOWS:

- 1. All windows are of Aluminum with anodized made with 3.5 mm glass panels with M/S grill of approved design by the architect.

F. FLOORING:

- 1. Marble/vitrified to be laid on all rooms, kitchen toilets and skirting 4" high and in bath room ceramic tiles to be laid down.



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G. PAINTINGS AND DECORATION:

1. Putti finishes on all internal walls over plaster.
2. Two coats of fine white washing to the interior surface of staircase, landing, garage etc.
3. One cement primer weather coats of Berger Paints of two coats outside of building.

H. SANITARY & PLUMBING:

1. P.V.C. pipes I.S.I. approved and C.P. bib cocks and stop cocks Essco C. P. fitting.
2. Each toilet is to be provided with:-
 - (a) White porcelain wash basin 20"x16" with C.P. waster fittings P.V.C.
 - (b) C.P. Bib cock - 2 nos. and 25 dia P.V.C.
 - (c) One hot water line with all fittings excluding Geyser.
 - (d) E.T.W.C. black and white porcelain including approved seat cover and P.V.E. low down cistern with all fitting fixtures complete.
 - (e) Stainless steel shower rose wall type with control valves.

I. KITCHEN:

1. With C.P. waste fitting, P.V.C. waster pipe and C.P. Connector, C.P. stop and bib cock etc.
2. 100 dia floor trap 1 nos.
3. Kitchen counters will be provided with black stone and back wall to be finished with colour glazed tile of 4'-0" high along with standard steel sink on the adjacent wall.

J. ELECTRICITY:

1. All electric wire and cable will be of copper and all specification and workmanship as per I.S. rules including fire proof.
2. Electric points in flats will be provided 15-20 points (approx.)
3. Building is to be provided with earthing.

K. LIFT :

- 4 (four) passenger lift of repute make.



A.D.S.R Behala
26 MAR 2021
Dist. South 23 Pgs.

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of :-

WITNESSES :-

1. SK. Hamrun Hamrin
1, Panni Main Road,
(Borechakala), Kol-61

2. Saig Bjechoth
L9811 SAKUNA
HOUSING Kol-61

Saemmer Maddy
Signature of the **OWNER**

N S CONSTRUCTION

Suhana
Partner

Samadul Ali Khan as
Constituted Attorney of Two
Partners namely Nargis Khan
and Suhana Khan

Signature of the **DEVELOPER**



A.D.S.R Bahala
26 MAR 2021
Dist.- South/24 P.S.

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs.20,00,000/- (Rupees Twenty Lac) only as part of the refundable security from the above named **DEVELOPER** in terms of the Development Agreement as per memo below :-

Particulars	Amount (Rs.)
By RTGS No. HDFCR52020121463017402 dated 14.12.2020 drawn on HDFC Bank, Sakuntala Branch, Kolkata-700061.	5,00,000/-
By RTGS No. HDFCR52021011669674997 dated 16.01.2021 drawn on HDFC Bank, Sakuntala Branch, Kolkata-700061.	5,00,000/-
By RTGS No. 00103178296 dated 19.03.2021 drawn on ICICI Bank, Sakuntala Branch, Kolkata-700061.	10,00,000/-
TOTAL	Rs. 20,00,000/-

(Rupees Twenty Lac) only.

WITNESSES:

1. Sk Hamam Hossain

2. Saroj Choudhary

Saumen Maitray
Signature of the **OWNER**

Drafted by and Prepared
in my office :-

Subhankar Sarkar
Subhankar Sarkar
Advocate

Enrolment No. WB/205/1997 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 27.



A.D.S.R. Seis
26 MAR 2021
Dist. - South 24 Pgs.



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SRI SAUMEN MIDDEY

Signature : *Saumen Middey*



Photo

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SAMADUL ALI KHAN

Signature : *Samadul Ali Khan*

OK



A.D.S.R Behala
26 MAR 2021
Dist.- South 24 Pgs.



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

Query No / Year	2000649852/2021	Office where deed will be registered
Query Date	23/03/2021 10:07:54 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Subhankar Sarkar Allipore Judges Court, Thana : Allipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8910647900, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 20,00,000/-]	
Set Forth value	Market Value	
Total Stamp Duty Payable(SD)	Rs. 23,18,998/-	
Rs. 5,021/- (Article:48(g))	Total Registration Fee Payable	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		

Land Details :

District: South 24-Parganas, Thana: Maheshtala, Municipality: MAHESHTALA, Road: Road Under Ward No. 14, Mouza: Chak-Jote Shibrampur, Ward No: 014, Holding No: B4 18 257 JI No: 25, Pin Code : 700141

Sch No	Plot Number	Khatian Number	Land Use	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-314 (RS :-)	LR-4228	Bastu	Bastu	7.43 Katha		22,28,998/-	Property is on Road
Grand Total :					12.2595Dec	0 /-	22,28,998 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	0/-	90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	0 /-	90,000 /-	



Land Lord Details :

SI No	Name & address	Status	Execution Admission Details :
1	Mr SAUMEN MIDDEY Son of Late Atul Krishna Middey, Jote Shibrampur, P.O:- Jote Shibrampur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AMxxxxxx9B, Aadhaar No.: 57xxxxxxxx2894, Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

SI No	Name & address	Status	Execution Admission Details :
1	N S CONSTRUCTION (Partnership Firm) .135, Subhayan Park, Biren Roy Road (West), P.O:- Sarsuna, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 PAN No. AAxxxxxx7H, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	SAMADUL ALI KHAN Son of Late Sultan Ali Khan, 135, Subhayan Park, Biren Roy Road (West), P.O:- Sarsuna, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AGxxxxxx4L, Aadhaar No.: 50xxxxxxxx2154	N S CONSTRUCTION (as partners)

Land Details as per Land Record

District: South 24-Parganas, Thana: Maheshtala, Municipality: MAHESHTALA, Road: Road Under Ward No. 14, Mouza: Chak-Jote Shibrampur, Ward No: 014, Holding No: B4 18 257 JI No: 25, Pin Code : 700141

Sc No	Plot & Khatian Number	Details Of Land	Owner Name In-English as Selected by Applicant
L1	LR Plot No:- 314, LR Khatian No:- 4228	Owner: সৌমেন মিত্তে, Gurdian: জতুল কুমার, Address: নিজ, Classification: বাস, Area: 0.57 Acre,	Mr SAUMEN MIDDEY

Identifier Details :

Name & address
Mr Goutam Jana Son of Mr Mahilosh Jana Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, Identifier Of Mr SAUMEN MIDDEY, SAMADUL ALI KHAN

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr SAUMEN MIDDEY	N S CONSTRUCTION-12.2595 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr SAUMEN MIDDEY	N S CONSTRUCTION-300 Sq Ft



Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 22-04-2021) for e-Payment . Assessed market value & Query is valid for 30 days (i.e. upto 22-04-2021)
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA





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

GRN Details

GRN: 192020210249392431
GRN Date: 24/03/2021 16:14:35
BRN : 1401440611
Payment Status: Successful
Payment Mode: Online Payment
Bank/Gateway: HDFC Bank
BRN Date: 24/03/2021 16:03:01
Payment Ref. No: 2000649852/2/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: SAUMEN MIDDEY
Address: JOTE SHIBRAMPUR, P.O.JOTESHIBR AMPUR, 24 PGS.(S), KOL-700141
Mobile: 9830132150
EMail: samadul_khan@yahoo.com
Depositor Status: Buyer/Claimants
Query No: 2000649852
Applicant's Name: Mr Subhankar Sarkar
Identification No: 2000649852/2/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000649852/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	5021
2	2000649852/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	2021
			Total	25042

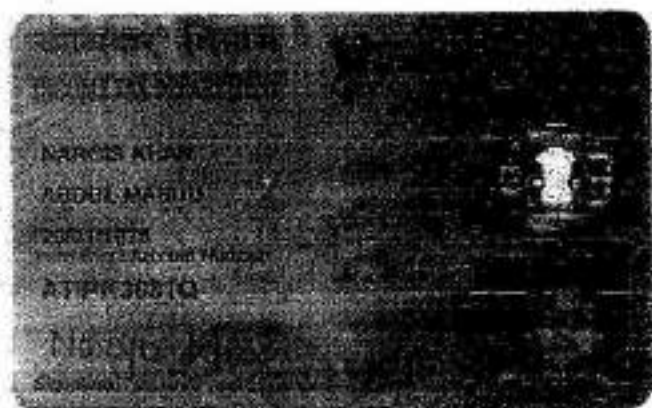
IN WORDS: TWENTY FIVE THOUSAND FORTY TWO ONLY.



N S CONSTRUCTION

[Handwritten Signature]
Partner



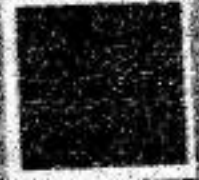


आयकर विभाग
INCOME TAX DEPARTMENT

पत्राचार कार्ड
CORRESPONDENCE CARD



आयकर विभाग
Income Tax Department
दिल्ली
DELHI



आयकर विभाग
Income Tax Department
दिल्ली
DELHI

कार्ड नंबर / PERMANENT ACCOUNT NUMBER
AGAPK4444L

नाम / NAME
SAMADUL ALI KHAN

पिता का नाम / FATHER'S NAME
SULTAN ALI KHAN

जन्म तिथि / DATE OF BIRTH
27-01-1969

हस्ताक्षर / SIGNATURE

COMMISSIONER OF INCOME TAX, W.B. - XI

Samadul Ali Khan

इस कार्ड के खो/मिल जाने पर कृपया जल्दी अपने
 अपने अधिकारी को सूचित / अपने घर में
 संयुक्त अधिकार जगह(पदाति एवं तकनीकी),
 पी-7,
 चैम्पिंग्बे स्क्वायर,
 कोलकाता - 700 069.

In case this card is lost/Found, kindly inform/notify to
 the issuing authority :
 Joint Commissioner of Income Tax(Systems & Technical),
 P-7,
 Chatterjee Square,
 Calcutta-700 069.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AMFPM4719B



नाम/Name
SARJEN MIDDEY

पिता का नाम / Father's Name
ATUL KRISHNA MIDDEY

जन्म की तारीख / Date of Birth
02/01/1977

हस्ताक्षर / Signature



In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, UTITSL
Plot No. 3, Sector 11, CBD Belapur,
New Mumbai - 400 614.

यदि कार्ड खोया/प्राप्त हो, कृपया सूचित करें/सौंपें।
आयकर सेवा सेवा यूनिट, UTITSL
प्लॉट नं. 3, सेक्टर 11, सीडीबी बेलपुर,
नयी मुंबई-400 614

Sarjen Middey

Major Information of the Deed

Deed No :	I-1607-04950/2021	Date of Registration	26/03/2021
Query No / Year	1607-2000649852/2021	Office where deed is registered	
Query Date	23/03/2021 10:07:54 PM	1607-2000649852/2021	
Applicant Name, Address & Other Details	Subhankar Sarkar Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8910647900, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
	Rs. 23,18,998/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,071/- (Article:48(g))	Rs. 20,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S.- Maheshtala, Municipality: MAHESHTALA, Road: Road Under Ward No. 14, Mouza: Chak-Jole Shibrampur, Ward No: 014, Holding No: B4 18 257 JI No: 25, Pin Code : 700141



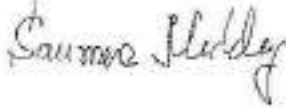
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-314 (RS -)	LR-4228	Bastu	Bastu	7.43 Katha		22,28,998/-	Property is on Road
Grand Total :					12.2595Dec	0 /-	22,28,998 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	0/-	90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	0 /-	90,000 /-	






Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SAUMEN MIDDEY Son of Late Atul Krishna Middey Executed by: Self, Date of Execution: 26/03/2021 , Admitted by: Self, Date of Admission: 26/03/2021 ,Place : Office	 <small>26/03/2021</small>	 <small>LTI 26/03/2021</small>	 <small>26/03/2021</small>
Jote Shibrampur,, P.O:- Jote Shibrampur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMxxxxxx9B, Aadhaar No: 57xxxxxxx2894, Status :Individual, Executed by: Self, Date of Execution: 26/03/2021 , Admitted by: Self, Date of Admission: 26/03/2021 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	N S CONSTRUCTION 135, Subhayan Park, Biren Roy Road (West),, P.O:- Sarsuna, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 , PAN No.:: AAxxxxxx7H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	SAMADUL ALI KHAN (Presentant) Son of Late Sultan Ali Khan Date of Execution - 26/03/2021, , Admitted by: Self, Date of Admission: 26/03/2021, Place of Admission of Execution: Office	 <small>Mar 26 2021 11:01AM</small>	 <small>LTI 26/03/2021</small>	 <small>26/03/2021</small>
135, Subhayan Park, Biren Roy Road (West),, P.O:- Sarsuna, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700061, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx4L, Aadhaar No: 50xxxxxxx2154 Status : Representative, Representative of : N S CONSTRUCTION (as partners)				

Identifier D
Name
Mr Goutam
Son of Mr . . .



Identifier Details :

Name	Photo	Finger Print	Signature
Mr Goutam Jana Son of Mr Mahitosh Jana Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027			
	26/03/2021	26/03/2021	26/03/2021
Identifier Of Mr SAUMEN MIDDEY, SAMADUL ALI KHAN			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr SAUMEN MIDDEY	N S CONSTRUCTION-12.2595 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr SAUMEN MIDDEY	N S CONSTRUCTION-300.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Maheshtala, Municipality: MAHESHTALA, Road: Road Under Ward No. 14, Mouza: Chak-Jote Shibrampur, Ward No: 014, Holding No:B4 18 257 JI No: 25, Pin Code : 700141

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 314, LR Khatian No:- 4228	Owner: সৌমেন মিত্র, Gurdian: সত্যজিৎ হুগু, Address: বিঃ, Classification: কৃষ্ণ, Area: 0.57000000 Acre,	Mr SAUMEN MIDDEY

0112



Endorsement For Deed Number : I - 160704950 / 2021

On 26-03-2021

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 10:45 hrs on 26-03-2021, at the Office of the A.D.S.R. BEHALA by SAMADUL ALI KHAN

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 23,18,998/-

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

Execution is admitted on 26/03/2021 by Mr SAUMEN MIDDEY, Son of Late Atul Krishna Middey, Jote Shibrampur, P.O: Jote Shibrampur, Thana: Maheshtala, South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by Profession Business

Identified by Mr Goutam Jana, . . Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 26-03-2021 by SAMADUL ALI KHAN, partners, N S CONSTRUCTION (Partnership Firm), 135, Subhayan Park, Biren Roy Road (West), P.O:- Sarsuna, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700061

Identified by Mr Goutam Jana, . . Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,021/- (B = Rs 20,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/03/2021 4:15PM with Govt. Ref. No: 192020210249392431 on 24-03-2021, Amount Rs: 20,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1401440611 on 24-03-2021, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 5,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 12621, Amount: Rs.50/-, Date of Purchase: 26/02/2021, Vendor name: Tanmoy Kar Purakayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/03/2021 4:15PM with Govt. Ref. No: 192020210249392431 on 24-03-2021, Amount Rs: 5,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1401440611 on 24-03-2021, Head of Account 0030-02-103-003-02


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

~~Perforce~~
Registers





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2021, Page from 186990 to 187041
being No 160704950 for the year 2021.



Digitally signed by SANDIP BISWAS
Date: 2021.04.05 15:11:25 +05:30
Reason: Digital Signing of Deed.

Sandip Biswas

(Sandip Biswas) 2021/04/05 03:11:25 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)