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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 643727

**DEVELOPMENT AGREEMENT TOGETHER WITH CONJUGATED  
DEVELOPMENT POWER OF ATTORNEY**

THIS INDENTURE OF AGREEMENT made this 20<sup>th</sup> day of May Two  
Thousand Twenty Two (2022)

**BETWEEN**

(1) **SMT. GITA ACHARYA**, (AADHAAR:5354 1802 2067),  
(PAN:BIHPA1718D), (MOBILE:90071 58213), Wife of Late Pannalal Acharya,  
by faith:Hindu, by Nationality:Indian, by Occupation:Service (Retired), (2)  
**SMT. DURGA ACHARYA**, (AADHAAR:4077 2731 2529),  
(PAN:AWNPA3578L), (MOBILE:97483 73713), Wife of Late Sankarlal  
Acharya, by faith:Hindu, by Nationality:Indian, by Occupation:Teacher  
(Retired), (3) **SRI DIPANKAR ACHARYA**, (AADHAAR:3944 9069 1247),  
(PAN:AORPA9738A), (MOBILE:70860 15748), Son of Late Sankarlal  
Acharya, by faith:Hindu, by Nationality:Indian, by Occupation:Service, all  
residing at 18/43, Dover Lane, Ward No.86, P.O.-Previously Gariahat, now  
Dover Lane, P.S.-Gariahat, Kolkata-700 029, hereinafter called and referred  
to as the '**LANDOWNERS**' (which terms of expression shall unless excluded  
by or repugnant to the context or subject be deemed to mean and include  
their heirs, Legal Representatives, Successors, Executors, Administrators  
and assigns) of the **FIRST PART**

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

**SPANDAN INFAPROJECTS LLP**

*Karnal Das*

Partner

District Sub-Registrar-V

9 A MAY 2022 Alipore, South 24 Parganas

20/5  
S-1336656

09 DEC 2021

24148

No. .... Rs. **100/-** Date.....

Name: ..... **Kamal Das.**  
Address: ..... **Flia, Hazra Road.**  
Vendor: ..... **Kol-26.**

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



Kamal Das.



V. C. T. I  
1880

SPANDAN INFAPROJECTS LLP

**Kamal Das.**  
Partner



V. C. T. I  
1881

SPANDAN INFAPROJECTS LLP

**Devolina Das**



V. C. T. I  
1882

**Gita Acharya**



V. C. T. I  
1883

**Durgu Acharya**



~~Baru~~ **Jarak Nath Das.**



**A N D**

**'SPANDAN INFRA PROJECTS LLP'**, (PAN:AEHFS1104C), (LLP Identification No. AAU-5715), a limited liability partnership constituted under Section 23(4) of Limited Liability Partnership Act, 2008, having its registered office at Premises No.7/1-A, Hazra Road, 'Edcons Chamber', P.O.-Kalighat, P.S.-Bhawanipore, Kolkata 700 026 and Premises No.70-B/1, Selimpore Road, Spandan Tulip, 3<sup>rd</sup> floor, Dhakuria, Kolkata-700 031 represented by its partners **(1) SRI KAMAL DAS**, (AADHAAR:-7644 1573 2461), (PAN:ADWPD1069K), (MOBILE:98300 24077) Son of late Taraklal Das, by faith-Hindu, by Nationality-Indian, by Occupation-Business and **(2) Ms. DEVOLINA DAS**(AADHAAR:7151 1680 7668), (PAN:CLWPD4411P), (MOBILE:86973 06025), Daughter of **SRIKAMAL DAS**, by faith:Hindu, by Nationality:Indian, by Occupation:Business, both residing at 76/1, Selimpore Road, 'Debarati Apartment', 2<sup>nd</sup> & 3<sup>rd</sup> floor, Kolkata-700 031 hereinafter called and referred to as the **'DEVELOPER'** (which 'expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, Executors, Administrators, Legal Representatives and assigns) of the **SECOND PART.**

**WHEREAS** Dr. Tinkari Acharya since deceased purchased the piece and parcel of land being Plot No.43 & 44 in the Development Scheme of the Premises No.18, Dover Lane as prepared by M/s. Talbot and Company and containing an area of 5 cottah 15 chittacks 11 sq. ft., more or less formed out of the said Premises No.18, Dover Lane (formerly No.47/3 and 47/4, Gariahat Road and Premises theretofore Nos.2 & 2/1, Dover Lane) within the Municipal Limits of Registrar of Assurance, Calcutta, Sub-Registry office formerly Sealdah, now Alipore, P.S.-Ballygunge, now Gariahat, Dihi-Panchannagram, Division-VI, Sub-Division-P, Mouza-Ballygunge and comprised in Holding No.376 (formerly No.239), District 24 Parganas from William Requinald Tapper, Administrator to the estate of Larr Lazarous Phillips under and by virtue of a Deed of Conveyance which was registered in the office of Sub-Registrar at Sealdah, vide its Book No.I, Volume No.33, Pages 231 to 241, Being No.1860 for the year 1938 and took the physical possession therein.

**AND**

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Kamal Das.

Partner



**WHEREAS** while thus seized and possessed of the said land and Premises absolutely and free from all encumbrances by erecting a building and a garage the said Dr. Tinkari Acharya mutated his name in the records of the Calcutta Municipal Corporation and the said land and Premises No.18, Dover Lane were subsequently separately assessed and numbered as Premises No.18/43, containing an area of land measuring about 3 cottahs 13 chittacks 11 sq. ft. together with a two (2) storied building and Premises No.18/44, Dover Lane containing an area about 2 cottahs 2 chittacks of vacant land together with a garage.

**AND**

**WHEREAS** the said Tinkari Acharya while thus seized and possessed of and/or otherwise well and sufficiently entitled to the said land, building and Premises died intestate on the 26<sup>th</sup> day of April, 1970 leaving behind him, surviving at the time of his death, his two (2) sons, namely Sri Pannalal Acharya and Sri Sankarlal Acharya respectively and four (4) daughters namely Smt. SovanaBakshi (nee Acharya), Smt. Surekha Choudhury (nee Acharya), Smt. Sunila Acharya and Smt. Pratima Sanyal (nee Acharya) respectively, his wife being predeceased him on the 17<sup>th</sup> day of November, 1959.

**AND**

**WHEREAS** after the demise of the said Tinkari Acharya as per provision of law of Hindu Succession, all the rights, title and interest of the said Tinkari Acharya since deceased in the said two (2) properties automatically devolved upon his said heirs jointly and each of them thus acquired undivided 1/6<sup>th</sup> share of the said properties.

**AND**

**WHEREAS** the said Pannalal Acharya who was issueless, died intestate leaving behind his wife Smt. Gita Acharya as his only heir, legatee and/or successor who being the only heir of the said Pannalal Acharya, since deceased thus acquired his undivided 1/6<sup>th</sup> share in the said two (2) Premises i.e. 18/43 & 18/44, Dover Lane, Kolkata-700 029.

**AND**

**WHEREAS** the said Smt. Sovana Bakshi (nee Acharya), died intestate on 06.09.1997 whose Husband predeceased her, leaving behind her only daughter Smt. Shanta Chakraborty as her only heir, legatee and/or successor who being the only daughter



of Smt. Sovana Bakshi, since deceased, thus acquired her undivided 1/6<sup>th</sup> share in the said properties i.e. in the said two (2) Premises.

**AND**

**WHEREAS** the said Smt. Surekha Choudhury (nee Acharya) died intestate on 08.09.1999 whose Husband predeceased her, leaving behind her one (1) daughter Smt. Sujata Bhattacharjee and two (2) sons Sri Prasanta Choudhury and Sri Prabal Choudhury as her only heirs, legatees and/or successors and they being the only heirs of Smt. Surekha Choudhury, since deceased, thus jointly acquired her undivided 1/6<sup>th</sup> share in the said properties i.e. in the said two (2) Premises.

**AND**

**WHEREAS** with a view to develop the Premises No.18/44, Dover Lane by constructing a building thereat, the parties herein applied for and got a plan sanctioned by the Calcutta Municipal Corporation vide Plan No.147 dated 25.01.1997 and subsequently they constructed a **(G+3)** storied building by appointing Sri Sekhar Roy as Developer/Promoter in terms of a Development Agreement dated 17.05.1996.

**AND**

**WHEREAS** the parties of the one and other part being the absolute and *bona fide* Owners by virtue of inheritance and while they seized and possessed of the above two (2) Premises jointly, it is found inconvenient in enjoyment of two (2) Premises jointly and felt expedient to make the said two (2) Premises partitioned for convenient use and enjoyment and thereby it is settled amongst the parties of the one and other part that Premises No.18/43, Dover Lane shall be held and enjoyed by the party of the one part and the Premises No.18/44, Dover Lane together with three (3) car parking spaces shall be held and enjoyed by the party of the **OTHER PART.**

**AND**

**WHEREAS** for more convenient and exclusive possession and better use, occupation and enjoyment of the divided portion and to avoid future dispute and complication, the heirs and successors of the said Smt. Gita Acharya had entered into a Deed of Partition dated 30.10.2000 registered in the office of the ADSR at Alipore, 24 Parganas (South) and recorded in Book No.I, Volume No.151, Pages 147, Being

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Kamal Das

Partner



No.4088 for the year 2000 by virtue of which the said (1) Gita Acharya, Wife of Late Pannalal Acharya, the said (2) Sankarlal Acharya (since deceased) Son of Late Dr. Tinkari Acharya and the said (3) Sunila Acharya (since deceased) Daughter of Late Dr. Tinkari Acharya being the parties of the First Part in the said registered Deed of Partition dated 30.10.2000 were allotted all that the piece and parcel and Premises measuring an area of 3 cottahs 13 chittacks 11 sq. ft. more or less, together with a 52 years old two (2) storied building measuring about 900 sq. ft. in each floor with all easement rights thereto lying and situate at Premises No.18/43, Dover Lane, P.S.-Gariahat, Kolkata-700 029 within the limits of **KMC** Ward No.86, together with a car parking space measuring about 100 sq. ft. in the new building at Premises No.18/44, Dover Lane, Kolkata-700 029 as shown in the map annexed therewith and bordered with Red colour, more fully and particularly described in the First Schedule written hereunder and thereafter the said (1) Gita Acharya, Wife of Late Pannalal Acharya, the said (2) Sankarlal Acharya, (since deceased), Son of Late Tinkari Acharya and the said (3) Sunila Acharya (since deceased), Daughter of Late Dr. Tinkari Acharya had mutated the First Schedule property in their names in the record of **KMC** Assessee No.110860500875.

**AND**

**WHEREAS** upon demise of the said Sankarlal Acharya intestate on 27.02.2015, leaving behind his share of 1/3, Wife Durga Acharya and Son Sri Dipankar Acharya as his only legal heirs. They acquired the undivided proportionate share of 1/6 and 1/6 respectively, right and interest in the First Schedule property (18/43, Dover Lane) and seized and possessed on the same.

**AND**

**WHEREAS** upon demise of the said Sunila Acharya on 27.11.2019 intestate, the unmarried Daughter of the said deceased Dr. Tinkari Acharya, the said Dipankar Acharya being the only legal heir and successors of the said deceased Sunila Acharya inherited 1/3<sup>rd</sup> undivided proportionate share of right and interest in the First Schedule (18/43, Dover Lane, Ward No.86, P.S.-Ballygunge, now Gariahat, Kolkata-700 029) property and seized and possessed of the same and Dipankar Acharya is the absolute Owner of 1/3 share of Sunila Acharya.

**AND**

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Kamal Das

Partner



**WHEREAS** Smt. Gita Acharya acquired 1/3, Smt. Durga Acharya acquired 1/6 and Sri Dipankar Acharya acquired half (½) (1/6<sup>th</sup> property of Sankarlal Acharya and 1/3 property of Sunila Acharya) portion share of the said property, 18/43, Dover Lane, containing an area of 3 cottahs 13 chittacks 11 sq. ft., Ward No.86, P.O.-Dover Lane, P.S.-Gariahat, Kolkata-700 029.

**NOW THIS INDENTURE WITNESSTH AS UNDER**

**ARTICLE - I**

**DEFINITIONS**

**LANDOWNER:** shall mean the following:

(1) **SMT. GITA ACHARYA**, (AADHAAR:5354 1802 2067), (PAN:BIHPA1718D), (MOBILE:9007158213), Wife of Late Pannalal Acharya, by faith:Hindu, by Nationality:Indian, by Occupation:Service (Retired), (2) **SMT. DURGA ACHARYA**, (AADHAAR:4077 2731 2529), (PAN:AWNPA3578L), (MOBILE:97483 73713), Wife of Late Sankarlal Acharya, by faith:Hindu, by Nationality:Indian, by Occupation:Teacher (Retired), (3) **SRI DIPANKAR ACHARYA**, (AADHAAR:3944 9069 1247), (PAN:AORPA9738A), (MOBILE:70860 15748), Son of Late Sankarlal Acharya, by faith-Hindu, by Nationality-Indian, by Occupation-Service, all residing at 18/43, Dover Lane, Ward No.86, P.O.-Dover Lane, P.S.-Gariahat, Kolkata-700 029, hereinafter called and referred to as the '**LANDOWNERS**'(which terms of expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their heirs, Legal Representatives, successors, Executors, Administrators and assigns) of the **FIRST PART**.

**BUILDER/DEVELOPER** shall mean:-

'**SPANDAN INFRA PROJECTS LLP**', (PAN:AEHFS1104C), (LLP Identification No. AAU-5715), a limited liability partnership constituted under Section 23(4) of Limited Liability Partnership Act, 2008 having its registered office at Premises No.7/1-A, Hazra Road, 'EDCONS CHAMBER', P.O.-Kalighat, P.S.-Bhawanipore, Kolkata 700 026 and Premises No.70-B/1, Selimpore Road, Spandan Tulip, 3<sup>rd</sup> floor, Dhakuria, Kolkata-700 031 represented by its partners (1) **SRI KAMAL DAS**, (AADHAAR:7644 1573 2461), (PAN:ADWPD1069K), (MOBILE:98300 24077) Son of Late Taraklal Das, by faith:Hindu, by Nationality:Indian, by Occupation:Business and (2) **Ms. DEVOLINA DAS**, (AADHAAR:7151 1680 7668), (PAN:CLWPD4411P),

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*Kamal Das*

Partner



(MOBILE:86973 06025), Daughter of **Sri KAMAL DAS** by faith:Hindu, by Nationality:Indian, by Occupation:Business, both residing at 76/1, Selimpore Road, Debarati Apartment, 2<sup>nd</sup> & 3<sup>rd</sup> floor, Kolkata-700 031 hereinafter called and referred to as the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, Successors, Executors, Administrators, Legal Representatives and assigns) of the **SECOND PART.**

**PREMISES: ALL THAT** piece and parcel of land and Premises measuring an area of 3 cottahs 13 chittaks and 11 sq. ft. (total land area 2756 sq. ft.) more or less together with a 62 years old two storied building covering an area of 900 sq. ft. in each floor and other easement rights thereto lying at Premises No.18/43, Dover Lane, P.O.-Dover Lane, P.S.-Gariahat, Calcutta-700 029, within the Municipal Ward No.86.

**ON THE NORTH** :Plot No.18/42 of the Development scheme

**ON THE SOUTH** : Premises No.18/44, Dover Lane

**ON THE EAST** : 16-S, Dover Lane

**ON THE WEST** : 40'(feet) wide Road

**BUILDING:** shall be a **(G+4)** storied building for residential purpose comprising of diverse self contained flats/garages as per sanction and approval to be obtained by the party of the Second Part from the **KMC** to be constructed on 18/43, Dover Lane, P.O.-Dover Lane, P.S.-Gariahat, Ward No.86, Kolkata-700 029, hereinafter called the '**SAID PROPERTY**' more fully and particularly described in the '**A**' schedule written hereunder.

**COMMON AREAS:** shall mean the passage, ways, stairways, staircase, gates, common lavatory, all rainwater pipes, sewerage system, fittings, manhole, pit, gullies, **KMC** filtered water connection and the pipe lines, water pump and over head Tank, underground water reservoir, ultimate roof of the building, boundary wall, courtyard, electric connection, electric supply to common areas and facilities, electric fixtures, in the common areas, main switch, electric meter room and other facilities which will be provided by the parties of the Second Part from time to time, the particulars of such common areas are more clearly written in '**D**' schedule hereunder.

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**LANDOWNERS' ALLOCATION:** shall mean 50% of the built up area as per plan to be sanctioned by the **KMC** Authority or actual constructed area, whichever is higher including 50% area of car parking and all constructed area in the ground floor of the proposed building and roof common and including the proportionate undivided share of right and interest in the land and common areas and facilities of the land and Premises.

The Landowners' allocation shall comprise **3<sup>rd</sup> & 4<sup>th</sup> floor** of the said building along with 50% constructed spaces in respect of the covered car parking spaces or 50% of actual constructed area (including car parking space) of the entire proposed building, whichever is higher.

This is **(G+4)** storied new building to be constructed at the '**A**' schedule property shall *in lieu of* their respective share be allotted with the respective Owners in the said proposed **(G+4)** storied building to be constructed at the together with undivided proportionate share of right and interest and with enjoyment of all common areas and facilities available to the said proposed building with the fittings, fixtures and arrangements as provided in schedule written below including the right of users in common of the stair case, stair case landing including right of user of the roof along with other intending purchaser(s) of Developer's allocation for the purpose of drying clothes, fixing and installation of TV Antena, use/maintenance of overhead tank etc.,

That the Landowners herein do hereby jointly declare and record that they and each of them do not have any objection and discontentment towards the above Landowners' allocation made in the proposed **(G+4)** storied building for residential purpose and they, immediately upon such allocation/payment, as the case may be, in the manner aforesaid and delivery in respect thereof unto them in the manner aforesaid, shall stand ceased, relinquished and estopped for ever from raising any dispute or further claim, demand, title, right and interest and any sort of interference and intervention whatsoever in respect and on account of such allocation/payment. During progress of the construction work and the Landowners herein and each of them shall not raise any disputes amongst themselves owing to their respective share in the schedule land which may even to the minutes extent encumber or endanger or interfere or intervene the construction work of the

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Partner



proposed building thereon or insecure or interfere in enjoying and dealing with the Developer's allocation as aforesaid and under any circumstances whatsoever the Development Power of Attorney executed by the Owners herein jointly in favour of the Developer shall remain quite in force till completion of the construction work and delivery of respective allocation in the said proposed building in the manner aforesaid is completed.

The details of the Owners' Allocation as aforesaid *in lieu of* the 'B' schedule land are more fully, particularly and clearly written in the 'A' Schedule hereunder and the common areas, amenities, benefits etc. are more fully and particularly written in the 'D' Schedule hereunder and the Developer's Allocation as aforesaid is more fully and particularly written in the 'C' Schedule as per specification of Construction more fully and particularly written in the 'E' Schedule hereunder. The Landowners do hereby deliver unto the Developer the peaceful possession of the 'B' schedule land property for the purpose of, in connection with and in relation to the proposed construction thereon.

**ARCHITECT:** shall mean such person or persons who shall be appointed by the Developer, at the absolute exclusion of any interference and intervention by and from the end of the Owners for designing and planning of the proposed building and/or building and also supervision during continuance of the construction work to be carried out by the Developer at the said land and Premises.

**BUILDING PLAN:** shall mean the Plan/Drawing/Design to be sanctioned by the Municipal Corporation as per the building rules and regulations of the Municipal Corporation and other modifications or alterations made or to be made from time to time as per the said Act. A copy of the sanctioned building plan approved by the KMC shall be shared with the Landowners by the Developer.

**TRANSFER:** with its grammatical variation shall include transfer of or possession and by any other means adopted for affecting that is understood as a transfer of undivided and impartible share of land to the purchasers thereof although the same may not amount to be a transfer of law.

**TRANSFeree:** shall mean a person, firm, limited company association of persons to whom any share of undivided land underneath the building to be built shall be transferred along with finished flat.

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Komal Das

Partner



**CONFIRMING PARTY:** The Landowners shall execute and register the necessary Development Power of Attorney simultaneously with execution hereof in favour of the Developer by virtue of which the Developer shall enter into the necessary agreement(s) for sale with the intending purchasers of flats under Developer's Allocation and shall admit, execute and register the necessary Deed(s) of Conveyance by way of putting his signature as attorney for and on behalf of the Landowners and shall be authorized to receive the advance/earnest money/full consideration from such intending purchaser(s). However such Development Power of Attorney shall be revocable in nature by the Landowners in case the Developer fails to meet the conditions laid in this Agreement.

**DEVELOPER'S ALLOCATION:** Developer allocation means 50% of the **(G+4)** sanctioned building plan. The Developer will retain the entire **1<sup>st</sup> and 2<sup>nd</sup> floor** and 50% of the car parking of the ground floor and including the proportionate undivided share of right and interest in the land and common areas and facilities of the land and Premises together with right to enter into agreement for sale, transfer, lease and let out, transfer or deal with Bank/NBFC for mortgage for loan for the purpose of Development or deal with the same to take advance and/or settle price from the intending purchaser or transferees subject to due performances of the terms of these presents and further subject to the Builder's effectively keeping and continuing to keep the Landowners indemnified from any and/or all risk, responsibility and liability whatsoever on account thereof.

The Developer's shall be allocated **1<sup>st</sup>&2<sup>nd</sup> floor** at the said building.

## ARTICLE - II

### COMMENCEMENT

This Agreement is made for commencement of work in respect of the proposed **(G+4)** storied building with effect from receipt of the sanctioned building plan from the **KMC** and upon demolition of the existing building on the '**A**' schedule land the construction work shall be completed within 24 months from the date of sanction thereof and in that consequence time shall operate as essence of the contract subject to the force majeure circumstances and also the circumstances beyond control of the Developer. In the meantime the Landowners do hereby deliver unto the Developer the '**A**' Schedule land for the purpose of, in connection with and in

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Partner



relation to the proposed construction work thereat. The construction work shall commence immediately after receipt of the sanctioned building plan from the **KMC** Authority and upon demolition of the existing building lying on the 'A' schedule land without unreasonable delay.

### **ARTICLE - III**

#### **OWNERS' RIGHT AND REPRESENTATIONS**

The Landowners are absolutely and jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALLTHAT** the piece and parcel of land measuring about 3 cottahs 13 chittaks and 11 sq. ft. (total land area 2756 sq. ft.) more or less together with a 62 years old two (2) storied building covering an area of 900 sq. ft. in each floor and other easement rights thereto lying at Premises No.18/43, Dover Lane, P.S.-Gariahat, within the Municipal Ward No.86, Calcutta-700 029 .The said Premises is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever and the Landowners are lawfully competent and there is no legal bar or otherwise for the Landowners to enter into the present Development Agreement with the Builder/Developer. It is agreed by and between the parties herein that in the event of any bona-fide necessity of if situation demands that certain modification of the instant agreement is required to be executed for the greatest advantage and benefit of both the parties herein, then and in such event such mutual modification may be executed by the parties herein which of course, shall form part of this instant agreement.

### **ARTICLE - IV**

#### **DEVELOPER'S RIGHT**

The Landowners hereby singly and jointly grant rights to the Developer to possess the schedule 'A' land and construct and erect building thereon as aforesaid and to deal with the Developer's Allocation in any Lawful manner.

### **ARTICLE - V**

#### **DEVELOPER'S OBLIGATION**

i] The Developer without any unnecessary delay shall take up the work of preparation of building plan for the proposed (G+4) storied building, submit the same to the **KMC** for sanction and obtain the sanctioned building plan exclusively at the cost of the Developer. Upon receipt of the sanctioned building plan from the

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Partner



**KMC**, the Developer immediately upon demolition of the existing building on the 'A' schedule land shall complete the proposed building within 24 months from the date of delivery of free vacant possession to the Developer thereof subject to *force majeure* circumstances and the circumstances beyond his control and shall deliver unto the Landowners the vacant peaceful possession of the Landowners' Allocation complete in all respect in a most habitable condition;

- ii) That the Developer will construct the proposed multi-storied building upon the said property strictly as per the building plan to be sanctioned by the **KMC**;
- iii) That the Developer shall as far as practical maintain the proper sizes/specification as per building plan and also as per advice of the architect;
- iv) That the Developer shall have to appoint a professional Civil Engineer or LBS or firm as Architect to supervise the construction of the building;
- v) That the entire cost and expenses for the construction of the building will be borne exclusively by the Developer and the Developer shall have no claim or demand in any part of the said expenses from the said Landowners. The Landowners shall pay nothing in the matter of such constructional and/or development works of the property as described in the Schedule 'B' including the expenses for sanctioning plan;
- vi) That on completion of the building in question in terms of the building plan to be sanctioned by the **KMC** the Developer shall first, subject as aforesaid, handover the Landowners' Allocation, that is, third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) floor in entirety in the proposed **(G+4)** storied building to the Landowners;
- vii) That the Developer shall pay the corporation taxes, electricity bill only from the date of taking possession of the Premises till the date of delivery of possession of the Landowners' area before which the same has to be borne by the Landowners; Further, on getting free peaceful possession from the Developer post completion, the Landowner shall only be liable to pay corporation taxes, electricity charges etc. only in respect of their allocated portion and proportionate common expenses, as is applicable.
- viii) The Developer should abide by all the laws, by laws and regulations of the Government, local bodies, as the case may be and shall attend to answer and be



responsible for any deviation, violation and/or breach of any laws, by-laws, rules and regulations including compliance with the sanctioned building plan.

- ix) That the Developer shall have no right or shall not be entitled to sell, transfer and/or otherwise encumber the flats under the Owners' allocation in any manner whatsoever;
- x) That the Developer shall act as an independent contractor in construction of the proposed building and undertake to keep the Landowners indemnified from time to time against all third party claims and actions arising out of any act of commission or accident such as loss of life of labours and other persons connected with such construction and allied nature of things relating to the construction of the building;
- xi) The Developer shall keep the Landowners' share or allocation harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance to the development of the said property;
- xii) That the Developer shall be responsible for all claims or demand of the adjoining building(s)/properties in case any damage made during construction of the proposed building;
- xiii) The Developer shall be responsible for all claims and demands of the suppliers, contractors, workmen and agents of the Developer on the account whatsoever including any accident or other loss;
- xiv) The Developer shall be responsible for any action taken by the corporation and/or any other authority for any illegal or faulty construction or otherwise of the building;
- xv) That the Developer, shall install the main electric connection at the proposed **(G+4)** storied. The main electric installation charges and security deposit, if any, will be borne by the Developer but the Landowners and other unit holders in the said proposed building shall bear the cost of their respective separate electric meter with deposit, if any, in respect of their unit or units;
- xvi) That the Landowners shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the third parties;
- xvii) The Developer will arrange for permanent water supply and sewerage connection from **KMC**;

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*Kamal Dal*

Partner



- xviii) After demolition of existing structure in the schedule property at the cost of the Developer, all salvage, debris and materials will belong to the Developer and to that effect Landowners shall not raise any objection in any manner whatsoever and shall have no claim or demand on account thereof;
- xix) The Developer shall bear the cost on account of mutation of names of the Landowners and pay the outstanding Municipal Taxes up to date in respect of the 'C' schedule property which amount shall not be claimed by the Developer from the Landowners.
- xx) The Developer shall on its letter-head issue 'Possession Letter' in respect of every independent unit arising out of the Landowner's Allocation to the Landowners after completion of the Landowners' Allocation.
- xxi) Notwithstanding whatever contained herein, in the event the Developer fails to get sanction for construction of constructed space in the fourth (4<sup>th</sup>) floor of the proposed **(G+4)** storied building in such event, the Developer shall in lieu thereof dedicate an entire floor out of the Developer's Allocation in favour of the Landowners, as compensation without charging any cost towards the same from the Landowners and then such floor arising out of the Developer's Allocation shall form to be part of the Landowners' Allocation.
- xxii) After the plan sanction by KMC for the proposed **(G+4)** storied building at the Premises, prior to demolishing existing structures of the existing two storied building at the Premises and commencement of construction of the new multi-storied building at the Premises, the Developer shall be solely responsible to arrange a temporary accommodation for the Landowners to the complete satisfaction of the Landowners, wherein the Landowners shall be shifted or relocated during the progress of construction at the Premises, the same being a **3-BHK** Apartment(1600 sq. ft. super built-up area flat) along with balcony and utility spaces with covered car parking facility in the same building preferably in 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> floor with lift facility within one kilometre radius of the Premises. All costs and expenses incurred for such relocation shall be solely borne by the Developer including rental charges in respect of such temporary accommodation provided to the Landowners by the Developer. After completion of construction of the proposed building at the said Premises and handing over of the possession certificate including completion

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certificate from the **KMC** with respect to landowners allocated area, the Landowners shall be reinstated back to the Premises at the Landowners' allocation at the sole responsibility and costs of the Developer.

**ARTICLE - VI**  
**CONSTRUCTION**

In consideration of the Landowners having agreed to permit the Developer to commercially exploit the said Premises by constructing, erecting and building i.e. building in accordance with the sanctioned plan as may be required by the Developer, the Developer has agreed to provide the Owners' allocation portion. The said Landowners' allocation along with the entire building shall be constructed and completed with good and standard materials and the said building should be a decent building and shall contain all amenities which are normally provided for a decent building for residential purpose. The Landowners shall not be liable to pay or contribute nor the Developer shall be entitled to call upon the Landowners to pay and contribute any amount in the construction and completion of the building and/or the said Landowners' allocation.

The Developer shall be solely responsible towards maintaining quality of the proposed **(G+4)** storied building at Premises by using standard quality raw materials. The Developer shall also obtain Completion Certificate from the **KMC** upon completion of construction of the said building and share a copy of the same with the Landowners. In the event within a period of 5 (five) years from obtaining Completion Certificate from the **KMC**, any unit forming part of the Landowners' Allocation suffers any defect or damage as a result of poor construction materials or otherwise, the Developer shall be solely responsible to fix the same at its own costs and expenses without charging the Landowners as the Developer's defect liability.

**ARTICLE - VII**  
**PROCEDURE**

The Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's allocation after handing over and making over the said Owners' allocation with their satisfaction with the possession letter and letter of acceptance. The building completion certificate may be obtained from the **KMC**. In the event any permissible change of

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construction of the Owners' Allocation other than sanctioned by the **KMC** Authority, the Developer shall have to pay extra cost for the same. The Developer will execute the Deed of Sale as Constituted Attorney of the Landowners for the Developer's allocation without Owner's consent. Nevertheless, in the event, the Developer is required to join in Deed of Sale for any unit arising out of the Landowners' Allocation, the Developer shall cooperate by making itself join in such document.

The Developer shall spend all the money for all necessary permission for the said construction. Subsequent to that of making the plan by the Architect and sanctioned by the **KMC** the Developer shall undertake the construction work in the said Premises. The Developer shall undertake the said construction by the standard materials and the specification of materials has given in the schedule hereunder and the Landowners shall not raise any objection or obstruction or method of construction and the Landowners shall not do anything by which the Developer may be restrained from doing or completing the constructional work of the said building in the said Premises.

All the men and machinery and materials will be supplied by the Developer at their own costs and expenses.

All the electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at their own cost and the Landowners cannot raise any objection for the same subject to the Developer's use of standard and approved quality of such materials. Subject as aforesaid, all costs will be borne by the Developer regarding construction. The particulars of such specification of construction are more clearly written in '**E**' Schedule hereunder.

That the supervision of the construction of building will be undertaken by the Developer and the Landowners shall not raise any objection for the same. All negotiations for the necessary permissions for the construction of the building and also for electric connection, water connection, sewerage system will be done and the cost borne by the Developer. That the Developer shall negotiate the terms and conditions with the intending purchaser(s) for the flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending purchaser(s) of the said flat(s) and shall discharge money receipt for the same. It is the absolute

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discretion of the Developer that the Developer shall nominate and/or select the intending purchaser(s) for the Developer's allocation in the said Premises and the owners shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same.

The Landowners shall grant a Development Power of Attorney to the Developer or their nominated persons appointing them as their Attorney to negotiate with terms and conditions with the intending Purchaser(s) to collect consideration either in part or in full to admit and effect registration and to do all Acts, Deeds and things as found necessary for transferring the Builder/Developer's allocation portion. However, if required from any quarter, the Developer shall join in all such documents in respect of units forming part of Landowners' Allocation, as confirming party.

### **ARTICLE - VIII**

#### **POSSESSION AND CONSTRUCTION**

It has been agreed between the Landowners and the Developer that the construction, erection and completion of the said building shall be completed within 24 (Twenty Four) months + 6 (six) months grace period from the date of delivery of the free vacant possession to the Developer. The Developer shall on completion of the new building, put subject as aforesaid, the Landowners in possession of the Owners' allocation in complete and habitable condition together with all rights in common specified as common areas and parts and/or facilities in the said building. That the Landowners shall be entitled to transfer or otherwise deal with the Owners' Allocation or portion thereof at the sole discretion of the Landowners. The Developer has exclusive right to transfer the Developer's allocation portion to the nominated persons of the Builder.

It is expressly agreed and declared that the Developer shall be entitled to Developer's allocation in the said building after possession is made over to the Owners of the Owners' allocated portion constructed by the Developer. The construction of the Owner's allocation shall be done by the Developer for and on behalf of and on account of the Landowners and the Developer shall only be acting as Developer on behalf of the Landowners.

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The Developer shall be entitled to sell the Developer's allocation as hereinabove mentioned together with the undivided proportionate share in the land and shall be entitled to deal with or dispose of the Developer's allocation in any further authority or permission on the part of the Landowners without being required to obtain any such further authority or permission from the Landowners.

The Landowners shall co-operate with the Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks and other building material for construction of the said new building for construction of the said new building and obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and if possible separate drainage, sewerage and gas etc. for the said building. All costs, charges and expense including architect's fees shall be paid, discharged and borne by the Developer and the owner shall have not liability in this context.

The Developer will complete the project within 24 months (6 months grace period) from the date of sanctioned plan from **KMC**. If the developer does not complete the project within 30 months, then developer will pay a penalty amount of Rupees Twenty Five Thousand (**Rs.25,000/-**) only per month till possession of the unit after full completion of the project, including lift and all other amenities, according to the sanctioned plan.

#### **ARTICLE - IX BUILDING**

The Developer shall be authorized in the name of the Landowners in so far as is necessary to apply for quotas of or for cement, steel, bricks and other building materials allocable to the Landowners for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of new building and other inputs and facilities required for the construction or enjoyment of a portion of the building for which purpose, the

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Landowners shall execute in favour of the Developer a Development Power of Attorney and other authorization as shall be required by the Developer.

The Developer shall at their own costs and expenses and without creating any financial or other liabilities of the Landowners construct and complete the said building and various units/flats and/or apartments thereto and/or modification shall be made in the Landowner's allocation with the consent of the Landowners in writing.

The name of the building is '**SPANDAN JASMINE**'.

#### **ARTICLE - X**

#### **DEVELOPER'S ALLOCATION**

shall mean the remaining built up area of 50% as per plan to be sanctioned by the **KMC** Authority or actual constructed area whichever is higher including 50% area of car parking and all constructed area in the ground floor of the proposed building and roof common in the form of flats other than the Landowners' Allocation as per schedule '**B**' written hereunder including the proportionate undivided share of right and interest in the schedule '**B**' land and common areas and facilities of the land and Premises together with right to enter into agreement for sale, transfer, lease and let out, transfer or deal with Bank/NBFC for mortgage for loan for the purpose of Development or deal with the same to take advance and/or settle price from the intending purchaser or transferees subject to due performances of the terms of these presents and further subject to the Builder's effectively keeping and continuing to keep the Landowners indemnified from any and/or all risk, responsibility and liability whatsoever on account thereof.

That all the co-owners herein do hereby declare and record that they and each of them do not have any objection and discontentment towards the above allocation/payment made in the proposed **(G+4)** storied building and they immediately upon such allocation and delivery of such allocation unto them in the manner aforesaid, shall stand ceased, relinquished and estopped for ever from any claim, demand, title, right and interest and any sort of interference and intervention whatsoever in respect of such allocation. During progress of the construction work on and upon the '**A**' schedule land the co-owners herein shall not raise any disputes amongst themselves owing to their respective share in the schedule land which may

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even to the minutes extent encumber or endanger or interfere or intervene the construction work of the proposed building thereon or insecure or interfere in enjoying and dealing with the Developer's allocation as aforesaid and under any circumstances whatsoever the Development Power of Attorney executed by the Owners herein jointly in favour of the Developer shall remain quite in force till completion of the building and handing over Landowners' Allocation and disposal of Developer's Allocation.

The details of the Owners' Allocation as aforesaid *in lieu of* the schedule land are more fully, particularly and clearly written in the 'B' Schedule hereunder and the common areas, amenities, benefits etc; are more fully and particularly written in the 'D' Schedule hereunder and the Developer's Allocation as aforesaid is more fully and particularly written in the 'C' Schedule as per specification of Construction more fully and particularly written in the 'E' Schedule hereunder. The owners do hereby deliver unto the Developer the peaceful possession of the 'A' schedule land property for the purpose of, in connection with and in relation to the proposed construction thereon.

The Developer shall exclusively be entitled to the Developer's allocation of the said building and to transfer, alienate or otherwise deal with or dispose of the said allocated portion without right, claim or interest therein whatsoever or the Landowners and the Landowners shall not in any way interfere with or disturb the khas and peaceful possession of the Developer's allocation more fully and particularly described in the 'C' schedule written hereunder.

The Developer has right to convey the transfer of the Developer's allocated portion to his nominated person or persons as a Constituted Attorney of the Landowners and shall receive the entire consideration money to be fixed by the Developer for the said portion with the intending purchaser(s) and the Owner cannot claim any money worthy for the said transfer and transaction or for sale of the Developer's allocation to any nominated purchaser(s). Similarly, the Developer shall not have any right to claim any consideration from the sale proceeds of units arising out of Landowners' Allocation.



**ARTICLE -XI****NOTICE OF POSSESSION & PAYMENT OF TAXES**

After completion of the Landowners' allocation as per the plan, the Developer shall issue a letter to the Landowners at their address before the delivery of possession. On receipt of the said letter, the Landowners shall take possession of the Owners' allocation being free from all encumbrances and then the Developer as Constituted Attorney of the Owners shall execute Deed of Conveyance in respect of the Developer's allocation to the respective intending purchaser(s) duly nominated by the Developer by virtue of the said registered Development Power of Attorney. Separate possession letters in respect of every individual unit arising out of the Landowners' Allocation shall be given by the Developer to the Landowners.

2. The Developer shall be liable to pay the taxes from the date of taking possession of the schedule 'A' below property till handover of the position and after taking possession and fulfilment of owner's allocation, the Owners shall pay proportionate share of taxes for allotted portion's taxes on proportionate share basis from the date of possession of the said allocated portion i.e. exclusively the Landowners' Allocation.

The Landowners shall pay the **KMC** Taxes, revenues etc. up to the date of handing over 'A' schedule land to the Developer.

**ARTICLE - XII****DUTIES & OBLIGATIONS AND/OR REGISTRATION**

1. Both the Landowners and the Developer shall abide by all laws, regulations, bye-laws and rules and regulations imposed by the Government local bodies and as the case may be and shall attend answer and be responsible for any deviation and/or breach of any laws, bye-laws and rules and regulations;
2. The Landowners and the Developer shall keep the interior walls of their allocation clean and harmless including sewer, drains pipes and other fittings comprised therein;
3. Simultaneously with execution hereof and registration thereof, the Landowners shall hand over the peaceful possession of the schedule 'A' below Premises to the Developer;

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4. That the Owners do hereby give powers to the Developer in connection with, in relation to and for the purpose of this Agreement in the manner noted herein;
5. The Developer will complete the project within 24 months (6 months grace period) from the date of sanctioned plan from **KMC**. If the developer does not complete the project within 30 months, then developer will pay a penalty amount of Rupees Twenty Five Thousand (Rs.25,000/-)per month till possession of the unit after full completion of the project, including lift and all other amenities, according to the sanctioned plan.
6. If the number of units in the proposed **(G+4)** storied building at the Premises exceeds 08 (eight) as per the sanctioned building plan from **KMC** then in compliance of Section 3(2)(a) of the Real Estate (Regulation and Development) Act, 2016 read with West Bengal Real Estate (Regulation and Development) Rules, 2021, the Developer shall be liable to register the proposed project '**SPANDAN JASMINE**' at the Premises with the Real Estate Regulatory Authority and the construction of the said project along with all terms and condition as contemplated in the said Act and said Rules have to be complied by the Developer.

**NOW KNOW WE (1) SMT. GITA ACHARYA, (AADHAAR:5354 1802 2067), (PAN:BIHPA1718D), (MOBILE:9007158213),** Wife of Late Pannalal Acharya, by faith:Hindu, by Nationality:Indian, by Occupation:Service (Retired), **(2) SMT. DURGA ACHARYA, (AADHAAR:4077 2731 2529), (PAN:AWNPA3578L), (MOBILE:97483 73713),** Wife of Late Sankarlal Acharya, by faith:Hindu, by Nationality:Indian, by Occupation:Teacher (Retired), **(3) SRI DIPANKAR ACHARYA, (AADHAAR:3944 9069 1247), (PAN:AORPA9738A), (MOBILE:70860 15748),** Son of Late Sankarlal Acharya, by faith-Hindu, by Nationality-Indian, by Occupation-Service, all residing at 18/43, Dover Lane, Ward No.86, P.O.-Dover Lane, P.S.-Gariahat, Kolkata-700 029, hereinafter called and referred to as the '**LANDOWNERS**'(which terms of expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their heirs, Legal Representatives, successors, Executors, Administrators and assigns), we do hereby appoint, nominate and constitute the said '**SPANDAN INFRA PROJECTS LLP**', **(PAN No.AEHFS1104C), (LLP Identification No.AAU-5715),** a limited liability

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Partner



partnership constituted under Section 23(4) of Limited Liability Partnership Act, 2008, having its registered office at Premises No.7/1-A, Hazra Road, Edcons Chamber, P.O.-Kalighat, P.S.-Bhawanipore, Kolkata 700 026 and Premises No.70-B/1, Selimpore Road, Spandan Tulip, 3<sup>rd</sup> floor, Dhakuria, Kolkata-700 031 represented by its partners (1) **SRI KAMAL DAS**, (AADHAAR:7644 1573 2461), (PAN:ADWPD1069K), (MOBILE:98300 24077), Son of Late Taraklal Das, by faith:Hindu, by Nationality:Indian, by Occupation:Business, (2) **Ms. DEVOLINA DAS**, (AADHAAR:7151 1680 7668), (PAN:CLWPD4411P), (MOBILE:86973 06025), both residing at 76/1, Selimpore Road, 'Debarati Apartment', 2<sup>nd</sup>&3<sup>rd</sup>floor, Kolkata-700 031 hereinafter called and referred to as the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, Successors, Executors, Administrators, Legal Representatives and assigns)in connection with for the purpose of and in relation to the land property more fully and particularly described in the '**A**' SCHEDULE written hereunder to do, execute and perform and cause to be done, executed and performed either *singly or jointly* the following Acts, Deeds and things:

1. To have the name of the owners to be mutated in the records of the **KMC** and to do;all other acts including signing all papers and instruments in this regards;
2. To apply for and obtain sanction of the building plan from the **KMC** and/or any other authorities and to sign and execute any such papers documents instruments than may be required in this regards;
3. To deal and negotiate with the existing occupiers of the said Premises and to make a settlement of this shifting or eviction from the Schedule property while developing the said Premises. As also to appropriate legal steps as our Attorney may deem fit and proper at their discretion;
4. To enter into sale/lease or any agreement or Deeds with any person or persons in respect of the 'Developer's Allocation' on our behalf;
5. To receive the booking and/or advance amount, Sale consideration amount from the intending purchaser or purchasers in respect of the '**Developer's Allocation**' as per the Development Agreement also to execute the Sale Deeds/Agreements/Assignment Deeds and to present the same for

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- registration before the concerned Registrar of Assurances, Sub-Registrar Offices and to admit execution. Also to sign all forms, petitioners, affidavits and other documents necessary for completion of the registration of the Sale Deeds, etc., and to receive the same back after registration;
6. To appear and act and give evidence in all the Courts, Civil, Revenue or Criminal whether Original or Appellate, Consumer Courts, Consumer State and National Commissions, in the Registration Offices or any other office of Central and State Government of District Board or any Revenue or any local Authority, **KMC, CESC**, in any proceedings or matters as and when necessary;
  7. To take/institute proceedings as and when necessary for all matters relating to the Schedule mentioned property and to sign and verify Plants, Vakalaths, Authorisation, Letters, Written Statements, Petitions or Claims and Objections, Memorandum of Appeal and Petitions, forms and Applications of all kinds and to file them in any such Court or Office, till a finality is reached and also to correspond with the Electricity Board, City Municipal Corporation, Revenue Authorities, Panchayat Board Authorities and any other Local Bodies and the Reserve Bank of India and the Income Tax Authorities Constituted under the Income Tax Act, Central, State and Local Government Bodies/Departments;
  8. To create construction and/or carryout development work by constructing multi-storied building by demolishing the old structure standing thereon as per the plan approved by the appropriate authority;
  9. To appoint any Advocate/s, Revenue Agent or any other legal Practitioner or Auditor;
  10. To file and receive back documents to receive deposit and advance and to issue receipts thereof;
  11. To obtain refund to Stamp duty, Court fees or repayment of Court fees etc, if any;
  12. To apply to Courts and Government and other officers including Central and State Authorities and Tax Authorities for copies of documents and papers;
  13. To apply for the inspection of and to inspect judicial and public records;



14. To accept service of any summons, Notice or Writ issued by any Court or Officer against us;
15. To apply before the **KMC** for sanction of building plan, amalgamation and mutation of the schedule mentioned property and to sign all necessary documents and forms for such mutation on our behalf and also to sign the building plan and to submit the same before **KMC** on our behalf;
16. To apply before **CESC Ltd.** for new electricity connection including allied matter on our behalf and also lift connection and sanction;
17. To defend possession manage and maintain as well as construction including contractor and suppliers;
18. To deposit and withdraw fees documents and money in any from any Court or Courts, and/or any other persons or authority and give valid receipts and discharges whereof;
19. For all or any of the purpose herein before stated to appear and represent us before the authorities having jurisdiction and to sign execute and submit papers and documents;
20. To apply before any authority for any purpose on our behalf and also to sign all necessary documents;
21. To execute the Sale Deed/Deeds or any other deed or deeds in respect of the **'Developer's Allocation'** and present the same in our name and on our behalf before the concerned Registrar Office for registering the Sale Deeds. Also to admit execution in respect of any such documents before the Registrar for purposes of registration and to receive the sale price/consideration and to give effectual receipts therefore and to consent for change of Registry;
22. To do all such acts necessary to make the sale effective and to effect mutation of Government and public records and accounts subsequent to the sale;
23. From time to time to appoint and remove at pleasure any substitute or substitutes as Attorney or Agent under them, in respect of all or any of the matters aforesaid upon such terms and on such salaries or remuneration as they shall think fit;

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Partner



24. GENERALLY to act as our ATTORNEY or AGENT in relation to the matters aforesaid and on our behalf to execute and to all deeds, acts or things as fully and effectually in all respects as we, ourselves would do if personally present;
25. We do hereby for ourselves, our heirs, executors, administrators and legal representatives ratify and confirm whatsoever our said ATTORNEY shall do or purport to do by virtue of this **POWER OF ATTORNEY**;
26. The said Attorney shall obtain or have power to make any construction, Development work on the Schedule mentioned property.

**AND** to do and/or perform all other acts, deeds and things relating to the schedule mentioned property which our said Attorney in their absolute discretion think fit and proper as we could do in all respect if we personally present.

- A. To sign on our behalf and each of us the building plan/revised plan, structural designs etc. in respect of the proposed ground plus three storied building and to sign and execute all lawful documents and papers in connection therewith and to receive from and grant valid receipt of such sanctioned building plan/revised plan to the **KMC**;
- B. To sign and execute the necessary documents, declaration, amalgamation and any other papers lawfully required for the purpose of mutation of names in our favour in respect of the schedule 'A' property both in the office of the **KMC** and B.L. & L.R.O., West Bengal;
- C. To negotiate on terms for and agree to and enter into and conclude any agreement for sale and sell of the Developer's allocation to be constructed on the 'A' schedule land consisting of diverse flats/units fully mentioned and described in the schedule hereto to any purchaser or purchasers at such price which our said attorney, at his absolute discretion, think proper and/or to cancel and/or repudiate the same;
- D. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money, and to give good valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money;
- E. To present any such conveyance or conveyances for registration, to admit execution and receipt of consideration before the Sub-Registrar or Registrar



having authority for and to have the said conveyance registered and to do all acts, deeds and things which my said attorney/attorneys shall consider necessary for conveying the respective units/flats in the said building under Developer's Allocation to the said purchaser or purchasers as fully and effectually in all respects as we could do the same yourselves;

- F. Save as aforesaid as indicated in the Agreement, upon such receipt as aforesaid in our names and in the name of our said firm as our act and deed, to sign, execute, admit and register any conveyance or conveyances in respect of the flat or flats under Developer's allocation in the said proposed multi-storied building to be constructed by the Developer on and our said 'B' Schedule land in favour of the said purchaser or his nominee or assignee;
- G. Save as aforesaid as indicated in the Agreement, to sign and execute all other deeds, instruments and assurance which he shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said property as we could do ourselves, if personally present;
- H. To present any such conveyance or conveyances for registration, to admit execution and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which our said attorney shall consider necessary for conveying the said property to the said purchaser or purchasers as fully and effectually in all respects as we could do the same our self;
- I. To raise fund for the purpose of the above construction from Bank or any financial institution but only authorized to create charge upon the Developer's Allocation keeping absolutely free and unencumbered the Owners' Allocation and on such account the Owners shall be kept and continue to be kept indemnified from any and/or all claims against the Owners' allocation in the said proposed building at the schedule Premises;

**AND** we hereby agree to ratify and confirm all and whatever others act or acts our said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the sale of the diverse flats/units under Developer's allocation in the said proposed multi-storied building to be constructed by the

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*Kamal Das*

Partner



Developer on and upon our said 'B' Schedule land under and by virtue of this deed notwithstanding any express power in that behalf is provided herein.

#### **ARTICLE - XII**

##### **OWNERS' INDEMNITY**

The Landowners hereby agree that the Developer shall be entitled to the construction including the Developer's allocation and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer performs and fulfils all the terms and conditions herein contained and on their part are to be observed and performed. The Landowners shall remain indemnified and continue to remain indemnified for any acts, commission and omission on the part of the Developer in connection with, for the purpose of and in relation to the construction of the proposed building.

#### **ARTICLE - XIII**

##### **DEVELOPER'S INDEMNITY**

The Developer hereby agrees to keep the Landowners indemnified against all Third party claims and actions arising out of any act or admission of the Developer in or relation to construction of the said proposed (G+4) storied building, more specifically to say, the Developer shall not do, execute and perform or cause to be done, executed or performed any Act, Deed or thing in relation to, in connection with and for the purpose of sale or transfer any flat or flats falling under the '**Developer's Allocation**' by virtue of which the right, title and interest in the 'A' Schedule land may be sold upon even to the minutest extent and for such acts in violation of the present agreement, the Landowners shall not under any circumstances and on any account whatsoever in respect thereof be responsible or liable and in such event this agreement shall forthwith be cancelled and determined to all effects and intents and for all practical purposes and the Developer shall be personally liable and responsible for any consequences on account thereof.

#### **ARTICLE -XIV**

##### **MISCELLANEOUS**

1. The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as

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Partner



Partnership between the parties hereto to any manner nor shall the parties hereto constituted as an Association of person;

2. It is understood that from time to time to facilitate the construction of the building by the Developer various Deeds, matters and things not herein specified may be required to be done, executed and performed or cause to be done, executed and performed by the Developer and may need of the Landowners and various applications and other documents may be required to be signed or made by the Landowners which specified provision may not have been mentioned herein. The Landowners hereby undertake to do all such lawful acts, deeds, matters and the Landowners shall execute all such additional applications and other documents as may be required by the Developer and that all such Acts, Deeds and things shall not in any way infringe the right of the Landowners and/or against the spirit of this agreement;
3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with A/d and shall likewise be deemed to have been served on the Developer if delivered or sent by prepaid registered post to the Developer at the recorded address;
4. The Developer and the Landowners shall mutually frame scheme for the management and administration of the said building and/or common parts therein;
5. The Developer shall pay all Municipal taxes and taxes in respect of the schedule below property and also electricity charges to be paid in respect of Owners' allocated portion from the date of taking over possession of the schedule below property till the date of completion of the building and handing over possession of the same to the Landowners;
6. The Intending Purchaser, flat Owners, Developer and the Landowners shall not do any such thing for which the mutation in respect of the respective flat is obstructed or objected by the **KMC** or any concerning authority;

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Partner



7. As mentioned above in Article-V, Clause-(xxii), it is reiterated that during construction period the Developer will provide free one (1) alternative accommodation **3-BHK** flat with car parking, 1<sup>st</sup> floor or 2<sup>nd</sup> floor within One (1) km. radius and salvage to the Developer;
8. The Developer shall pay to sum of **Rs.40,00,000/- (Rupees Forty Lacs Only)**, **Rs.25,00,000/- (Rupees Twenty Five Lacs Only)** at the time of signing this agreement and **Rs.15,00,000/- (Rupees Fifteen Lacs Only)** at the time of handing over possession of the Owners allocation or 2 years from the day of shifting by LANDOWNER'S, whichever is lesser as a non-refundable premium or forfeited amount.
9. Any sort of GST if applicable, on account of Owner's allocation shall be payable by the Developer.
10. After completion of the building the Developer will made the roof with tiles and ensure no water seepage occurs.
11. The Developer will provide built in cabinet to Owner's one of the flat in the 3<sup>rd</sup> floor and also a modular kitchen.

#### **ARTICLE - XV**

#### **FORCE MAJEURE CLAUSE**

The Landowners and the Developer hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of *force majeure* and shall be suspended from obtaining during duration of the *force majeure*.

#### **ARTICLE XVI**

#### **ARBITRATION**

Any dispute or differences which may arise between the parties or their representatives, with regard to the construction, meaning and effect of this Deed or any party thereof or the rights and liabilities under this Deed, shall be referred to Arbitration and the decision of a Sole Arbitrator, if the parties in disputes so agree, otherwise to two or more arbitration, one to be nominated by each party or his/their representatives and in case of difference of opinion between them, by the umpire selected by them at the commencement of reference and this clause shall be deemed to be a submission within the meaning of the Indian Arbitration & Conciliation Act,

SPANDAN INFAPROJECTS LLP

Kamal Das.

Partner



1996 and/or any other statutory modification and/or re-enactment and or jurisdiction would be of Kolkata High Court and the District Courts.

**SCHEDULE 'A' REFERRED TO ABOVE  
PREMISES**

**ALL THAT** piece and parcel of land and Premises measuring an area of 3 cottahs 13 chittaks and 11 sq. ft. (total land area 2756 sq. ft.) more or less together with a 62 years old two storied building covering an area of 900 sq. ft. in each floor and other easement rights thereto lying at Premises No.18/43, Dover Lane, P.O.-Dover Lane, P.S.-Gariahat, Calcutta-700 029, within the Municipal Ward No.86 and two rooms measuring about 400 sq. ft. in the ground floor has been permitted to one Mr. C. K. Jain as a Licensee.

**ON THE NORTH** : Plot No.18/42 of the Development scheme

**ON THE SOUTH** : Premises No.18/44, Dover Lane

**ON THE EAST** : 16- $\frac{1}{2}$ , Dover Lane

**ON THE WEST** : 40' (feet) wide road

**SCHEDULE 'B' REFERRED TO ABOVE  
LANDOWNERS' ALLOCATION**

shall mean 50% of the built up area as per plan to be sanctioned by the **KMC** Authority or actual constructed area whichever is higher including 50% area of car parking and all constructed area in the ground floor of the proposed building and roof common.

The Landowners' shall be allocated **3<sup>rd</sup> & 4<sup>th</sup> floor** of the said building along with 50% constructed spaces in respect of the covered car parking spaces or actual constructed area whichever is higher in the ground floor of the proposed **(G+4)** storied building at the Premises. This is **(G+4)** storied new building to be constructed at the '**B**' schedule property shall *in lieu of* their respective share be allotted with the respective Owners in the said proposed **(G+4)** storied building to be constructed at the together with undivided proportionate share of right and interest and with enjoyment of all common areas and facilities available to the said proposed building with the fittings, fixtures and arrangements as provided in schedule written below including the right of users in common of the stair case, stair case landing including right of user of the roof along with other intending purchaser(s) of Developer's

SPANDAN INFAPROJECTS LLP

*Kamal Das*

Partner



allocation for the purpose of drying clothes, fixing and installation of TV Antena, use/maintenance of overhead tank etc.,

That the Landowners herein do hereby jointly declare and record that they and each of them do not have any objection and discontentment towards the above Landowners' allocation made in the proposed **(G+4)** storied building for residential purpose and they, immediately upon such allocation/payment, as the case may be, in the manner aforesaid and delivery in respect thereof unto them in the manner aforesaid, shall stand ceased, relinquished and estopped for ever from raising any dispute or further claim, demand, title, right and interest and any sort of interference and intervention whatsoever in respect and on account of such allocation/payment. During progress of the construction work and the Landowners herein and each of them shall not raise any disputes amongst themselves owing to their respective share in the schedule land which may even to the minutes extent encumber or endanger or interfere or intervene the construction work of the proposed building thereon or insecure or interfere in enjoying and dealing with the Developer's allocation as aforesaid and under any circumstances whatsoever the Development Power of Attorney executed by the Owners herein jointly in favour of the Developer shall remain quite in force till completion of the construction work and delivery of respective allocation in the said proposed building in the manner aforesaid is completed.

Notwithstanding whatever contained herein, in the event the Developer fails to get sanction for construction of constructed space in the 4<sup>th</sup> floor of the proposed **(G+4)** storied building in such event, the Developer shall in lieu thereof dedicate an entire floor out of the Developer's Allocation in favour of the Landowners, as compensation without charging any cost towards the same from the Landowners and then such floor arising out of the Developer's Allocation shall form to be part of the Landowners' Allocation.

**SCHEDULE 'C' ABOVE REFERRED TO  
DEVELOPER'S ALLOCATION**

Developer allocation means 50% of the **(G+4)** sanctioned building plan. The Developer will retain the entire 1<sup>st</sup> and 2<sup>nd</sup> floor and 50% of the car parking of the ground floor and including the proportionate undivided share of right and interest in

SPANDAN INFAPROJECTS LLP  
*Kamal Das*  
Partner



the land and common areas and facilities of the land and Premises together with right to enter into agreement for sale, transfer, lease, and let out, transfer or deal with Bank/NBFC for mortgage for loan for the purpose of Development or deal with the same to take advance and/or settle price from the intending purchaser or transferees subject to due performances of the terms of these presents and further subject to the Builder's effectively keeping and continuing to keep the Landowners indemnified from any and/or all risk, responsibility and liability whatsoever on account thereof.

The Developer's shall be allocated 1<sup>st</sup>& 2<sup>nd</sup> floor at the said building.

**SCHEDULE 'D' REFERRED TO ABOVE  
COMMON AREAS**

- (a) The land on which the building is located, all easement rights belonging to land and building.
- (b) The foundation columns, girders, supports main wall, roof lobbies, stair, staircase, ways, entrance and exists of the building.
- (c) The easements, wards, storage space.
- (d) Installation of common services such as powers, lights, water, sewerage etc.
- (e) Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- (f) All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- (g) Boundary walls.
- (h) Electric meter area, main electric meter, pump and switches fixed in the common areas.

**SCHEDULE 'E' REFERRED TO ABOVE**

**Specification of Construction**

1. The building will be first class RCC framework and having outer wall of 8" thick first class traditional clay bricks and all partition walls of 5" thick in cement mortar as specified by the Architect. The inner walls be finished with plaster of Paris coating + 2 coat primer + 2 coat plastic paint as per brand and colour as selected by the Owners allocation (entire 3<sup>rd</sup> and 4<sup>th</sup> floor).



2. Door frame in Malaysian Sal Wood.
3. Decorative colour Aluminium windows matching with elevation.
4. All toilets will have complete 1<sup>st</sup> Class chinaware western fittings made by **JAQUAR/PARRYWARE** International, high shower, hot and cold, made by Jaquar and geyser and exhaust fan Point provision, glazed tiles in bathroom up to a height of 6' (feet), towel stand, soap tray, shall be provided Layers of waterproof membrane will protect the ceiling and floor of each toilet from water seepage. Bathroom fittings will have **JAQUAR**, Commodes and Basin will be of **JAQUAR/PARRYWARE** International.
5. The apartments will have concealed wiring in PVC pipes <sup>(SUPREME)</sup> as per ISI approved make, having adequate light points, etc. The electrical wirings should have adequate amperage capacity to take care of high current devices such as air conditioners, geysers, etc.
6. Kitchen will have granite finish working top and stainless steel sink. Tiles will be fitted up to a height of 3' (feet) and also provided with a kitchen slab and modular kitchen in the Owner's 3<sup>rd</sup> floor flat.
7. All open spaces such as balconies will have **RCC** railings as per design given by the Architect.
8. Cement will be Ambuja.
9. Adequate light points for general lightning will be provided and electrical wires should be copper wire like Finolex/Havells
10. Proper boundary wall and boundary wall gate will be made as per design submitted by Architect.
11. Every apartment will have its own independent electric Havells minicircuit breakers and control panels inside each flat and a meter at one common place as per **CESC** requirement.
12. Owner's allocation (3<sup>rd</sup> and 4<sup>th</sup> floor-all constructed and open spaces) will be provided with white makrana marble.
13. Corporation water connection will be given at the new building.

SPANDAN INFAPROJECTS LLP

Kamal Das .

Partner



14. Lift will be **OTIS/LT** made almost five passenger capacity. Main motor shall be made by sharp.
15. Switches will be of Legrand brand/Indo Asian.
16. Plaster of Paris/Putty treatment for all walls including common areas.
17. The common areas shall be provided with 2 coat any plastic paint as mutually agreed.
18. Automatic electric tripping device to avoid overload will be provided separately for each flat.
19. Water reservoir ground storage tanks & concrete tanks on the roof will be provided.
20. Kirloskar/Crompton Pump will be provided to lift water to the roof tank for new building.
21. Necessary Security provision for main door of devices of Godrej make will be made **EPBX** facility.
22. Steel all TMT bars. (SHYAM, preferable).
23. ICI cement base paint (whether shield) will be provided for outside of the building.
24. Letter box for each flat.
25. At ground floor there will be one security room & common toilet.
26. Main door will be panel type Mahogany finish and other flash doors both sides laminated by Raffel or Kohinoor brand.
27. Roof area will be provided with Tiles.
28. The Developer will provide built in cabinet to Owner's one of the flat in the 3<sup>rd</sup> floor and also a modular kitchen.

Approved by  
 27/11/2016  
 S. P. A. C.

SPANDAN INFAPROJECTS LLP

*Komal Das,*

Partner



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand and seal on the day month and year first above written.

**SIGNED AND DELIVERED**

In presence of

Gita Acharya

1. Binoy Pramanik  
711A, Hazra Road.  
Kolkata-26

Durga Acharya

2. Nabakumar Mukherjee

Lipankar Acharya

1. Mukherjee Para Lane  
Dhakuria, Calcutta-31.

.....  
**SIGNATURE OF THE LANDOWNERS**

3. Arup Mullick  
ARUP MULLICK  
17, Mahendra Road  
Kolkata - 700025

SPANDAN INFAPROJECTS LLP SPANDAN INFAPROJECTS LLP

Devolina Das

Kamal Das.

Partner

Partner

.....  
**SIGNATURE OF THE DEVELOPER**

Drafted by me

Baradeb Ghosh  
Advocate  
Alipore - Juffa's Court  
Kolkata - 700027  
W. No. 841 of 1995



MEMO OF CONSIDERATION

RECEIVED a sum of Rupees Twenty Five Lacs (Rs.25,00,000/-) only paid by the Developer towards part payment out of the entire consideration amount in the manner:-

S.L. No.	Date	Name	Bank	Cheque No.	Amount (Rs.)
1		Dipankar Acharya	Federal Bank	Pay Order No. 259584	12,50,000/-
2		Gita Acharya	Federal Bank	Pay Order No. 259583	8,33,333/-
3		Durga Acharya	Federal Bank	Pay Order No. 259582	4,16,667/-
<b>Total Rupees Twenty Five Lacs Only (Rs.25,00,000/-)</b>					

*Gita Acharya*

*Durga Acharya*

*Dipankar Acharya*

**WITNESSES:**

1. *Bindy Bannik*  
F11A, Hazra Road.  
Kot-26.
2. *Nabakumar Mukherjee*.  
1. *Mukherjee Park Lane*.  
Dhakuria Cal-31.
3. *Arup Mullik*  
ARUP MULLICK  
17, Mahendra Road  
Kolkata-700025

.....  
**OWNERS**





	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ..... DIPANKAR ACHARYA .....

Signature ..... Dipankar Acharya .....



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ..... DURGA ACHARYA .....

Signature ..... Durga Acharya .....



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ..... GITA ACHARYA .....

Signature ..... Gita Acharya .....



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ..... KAMAL DAS .....

Signature ..... Kamal Das .....



Thumb      1<sup>st</sup> finger      Middle Finger      Ring Finger      Small Finger

PHOTO	left hand					
	right hand					

Name .....

Signature .....



Thumb      1<sup>st</sup> finger      Middle Finger      Ring Finger      Small Finger

left hand					
right hand					

Name ...DEVOLINA DAS

Signature ...*Devolina Das*

Thumb      1<sup>st</sup> finger      Middle Finger      Ring Finger      Small Finger

PHOTO	left hand					
	right hand					

Name .....

Signature .....

Thumb      1<sup>st</sup> finger      Middle Finger      Ring Finger      Small Finger

PHOTO	left hand					
	right hand					

Name .....

Signature .....





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

GRN Details

GRN: 192022230029030118 Payment Mode: Online Payment (SBI Epay)  
GRN Date: 18/05/2022 13:30:36 Bank/Gateway: SBIEpay Payment Gateway  
BRN : 3384865572722 BRN Date: 18/05/2022 13:33:05  
Gateway Ref ID: CHJ4583400 Method: State Bank of India NB  
Payment Status: Successful Payment Ref. No: 2001336656/2/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: KAMAL DAS  
Address: 7/1 A HAZRA ROAD KOLKATA 26  
Mobile: 9830024077  
Depositor Status: Buyer/Claimants  
Query No: 2001336656  
Applicant's Name: Mr Tarak Nath Das  
Identification No: 2001336656/2/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001336656/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	39971
2	2001336656/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	25028
			<b>Total</b>	<b>64999</b>

IN WORDS: SIXTY FOUR THOUSAND NINE HUNDRED NINETY NINE ONLY.



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

भारत सेवा रजिस्ट्रार  
Particulars of Income Return  
AEHFS11B4C



SPANDAN INFRA PROJECTS LLP

05/11/2020

00018



आयकर विभाग

भारत सरकार

INCOME TAX DEPARTMENT

GOVT. OF INDIA

GITA ACHARYA

KSHITISH CHANDRA MOZUMDAR

31/07/1940

BIHPA1718D

*Gita Acharya*



आयकर विभाग

भारत सरकार

INCOME TAX DEPARTMENT

GOVT. OF INDIA

DURGA ACHARYA

MRITYUNJOY MAZUMDAR

24/01/1951

Permanent Account Number

AWNPA3578L

Durga Acharya

Signature















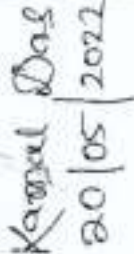


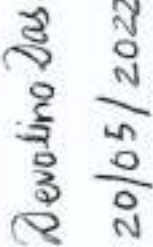


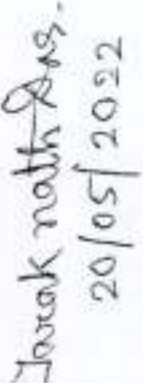
Government of West Bengal

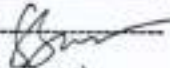
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS, District Name :South 24-Parganas  
Signature / LTI Sheet of Query No/Year 16302001336656/2022

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

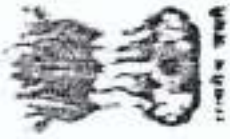
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt GITA ACHARYA 18/43, DOVER LANE, City:- , P.O:- DOVER LANE, P.S:-Gariahat, District:-South 24- Parganas, West Bengal, India, PIN:- 700029	Land Lord			<i>Gita Acharya</i> 20/5/2022
2	Smt DURGA ACHARYA 18/43, DOVER LANE, City:- , P.O:- DOVER LANE, P.S:-Gariahat, District:-South 24- Parganas, West Bengal, India, PIN:- 700029	Land Lord			<i>Durga Acharya</i> 20/5/2022
3	Shri DIPANKAR ACHARYA 18/43, DOVER LANE, City:- , P.O:- DOVER LANE, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700029	Land Lord			<i>Dipankar Acharya</i> 20/5/2022

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

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
4	Mr KAMAL DAS 76/1, SELIMPUR ROAD, City:-, P.O:- HALTU, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031	Representative of Developer [SPANDAN INFRA PROJECTS LLP]			 20/05/2022
5	Ms DEVOLINA DAS 76/1, SELIMPUR ROAD, City:-, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031	Representative of Developer [SPANDAN INFRA PROJECTS LLP]			 20/05/2022
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr TARAK NATH DAS; Son of Late M N DAS ALIPORE POLICE COURT, City:-, P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Smt GITA ACHARYA, Smt DURGA ACHARYA, Shri DIPANKAR ACHARYA, Mr KAMAL DAS, Ms DEVOLINA DAS			 20/05/2022

  
 (Suman Basu)  
 DISTRICT SUB-REGISTRAR  
 OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
 South 24-Parganas, West Bengal





भारत सरकार

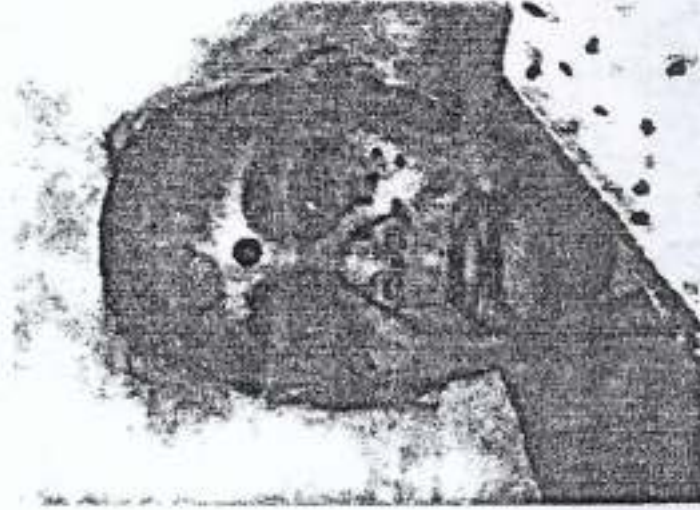
GOVERNMENT OF INDIA

गीता आचार्य

Gita Acharya

जन्म साल / Year of Birth : 1940

महिला / Female



5354 1802 2067

आधार - साधारण मानुषेअर अधिकाअर

आयकर विभाग

आयकर विभाग

INCOME TAX DEPARTMENT

GOVT. OF INDIA

DIPANKAR ACHARYA

SANKAR LAL ACHARYA

11/03/1976

Reference Account Number

AORPA9738A



Signature



11/03/1976



आयकर विभाग  
INCOME TAX DEPARTMENT

KAMAL DAS

TARAK LAL DAS

20/12/1964

Permanent Account Number

ADWPD1069K

*Kamal Das*

Signature



भारत सरकार  
GOVT. OF INDIA



10/100318

आयकर विभाग  
INCOME TAX DEPARTMENT

DEVOLINA DAS

KAMAL DAS

15/03/1995

Permanent Account Number

CLWPD4411P

*Devolina Das*  
Signature



भारत सरकार  
GOVT. OF INDIA



13042016



## Major Information of the Deed

Deed No :	I-1630-03014/2022	Date of Registration	24/05/2022
Query No / Year	1630-2001336656/2022	Office where deed is registered	
Query Date	06/05/2022 2:21:36 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Tarak Nath Das Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433588465, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 2,21,55,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,071/- (Article:48(g))	Rs. 25,060/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Garlahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dover Lane, Premises No: 18/43, , Ward No: 086 Pin Code : 700029

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- ) *		Bastu	3 Katha 13 Chatak 11 Sq Ft	1/-	2,06,70,002/-	Width of Approach Road: 40 Ft.,
<b>Grand Total :</b>				<b>6.3158Dec</b>	<b>1 /-</b>	<b>206,70,002 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2200 Sq Ft.	0/-	14,85,000/-	Structure Type: Structure
Gr. Floor, Area of floor :1300 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>2200 sq ft</b>	<b>0 /-</b>	<b>14,85,000 /-</b>	



**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Smt GITA ACHARYA</b>                      Wife of Late PANNALAL ACHARYA 18/43, DOVER LANE, City:- , P.O:- DOVER LANE, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: Blxxxxxx8D, Aadhaar No: 53xxxxxxxx2067, Status :Individual, Executed by: Self, Date of Execution: 20/05/2022                      , Admitted by: Self, Date of Admission: 20/05/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 20/05/2022                      , Admitted by: Self, Date of Admission: 20/05/2022 ,Place : Pvt. Residence</p>
2	<p><b>Smt DURGA ACHARYA</b>                      Wife of Late SANKARLAL ACHARYA 18/43, DOVER LANE, City:- , P.O:- DOVER LANE, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AWxxxxxx6L, Aadhaar No: 40xxxxxxxx2529, Status :Individual, Executed by: Self, Date of Execution: 20/05/2022                      , Admitted by: Self, Date of Admission: 20/05/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 20/05/2022                      , Admitted by: Self, Date of Admission: 20/05/2022 ,Place : Pvt. Residence</p>
3	<p><b>Shri DIPANKAR ACHARYA</b>                      Son of Late SANKARLAL ACHARYA 18/43, DOVER LANE, City:- , P.O:- DOVER LANE, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AOxxxxxx8A, Aadhaar No: 39xxxxxxxx1247, Status :Individual, Executed by: Self, Date of Execution: 20/05/2022                      , Admitted by: Self, Date of Admission: 20/05/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 20/05/2022                      , Admitted by: Self, Date of Admission: 20/05/2022 ,Place : Pvt. Residence</p>

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>SPANDAN INFRA PROJECTS LLP</b>                      7/1A, EDCONS CHEMBAR HAZRA ROAD, City:- , P.O:- KALIGHAT, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.:: AExxxxxx4C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mr KAMAL DAS (Presentant )</b>                      Son of Late TARAKLAL DAS 76/1, SELIMPUR ROAD, City:- , P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx9K, Aadhaar No: 76xxxxxxxx2461 Status : Representative, Representative of : SPANDAN INFRA PROJECTS LLP (as PARTNER)</p>
2	<p><b>Ms DEVOLINA DAS</b>                      Daughter of Mr KAMAL DAS 76/1, SELIMPUR ROAD, City:- , P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CLxxxxxx1P, Aadhaar No: 71xxxxxxxx7668 Status : Representative, Representative of : SPANDAN INFRA PROJECTS LLP (as PARTNER)</p>



## Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr TARAK NATH DAS</b> Son of Late M N DAS ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Allpore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Smt GITA ACHARYA, Smt DURGA ACHARYA, Shri DIPANKAR ACHARYA, Mr KAMAL DAS, Ms DEVOLINA DAS			

## Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt GITA ACHARYA	SPANDAN INFRA PROJECTS LLP-2.10528 Dec
2	Smt DURGA ACHARYA	SPANDAN INFRA PROJECTS LLP-2.10528 Dec
3	Shri DIPANKAR ACHARYA	SPANDAN INFRA PROJECTS LLP-2.10528 Dec

## Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt GITA ACHARYA	SPANDAN INFRA PROJECTS LLP-733.33333300 Sq Ft
2	Smt DURGA ACHARYA	SPANDAN INFRA PROJECTS LLP-733.33333300 Sq Ft
3	Shri DIPANKAR ACHARYA	SPANDAN INFRA PROJECTS LLP-733.33333300 Sq Ft

On 20-05-2022

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

Presented for registration at 19:00 hrs on 20-05-2022, at the Private residence by Mr KAMAL DAS ,

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,21,55,002/-

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

Execution is admitted on 20/05/2022 by 1. Smt GITA ACHARYA, Wife of Late PANNALAL ACHARYA, 18/43, DOVER LANE, P.O: DOVER LANE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person, 2. Smt DURGA ACHARYA, Wife of Late SANKARLAL ACHARYA, 18/43, DOVER LANE, P.O: DOVER LANE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person, 3. Shri DIPANKAR ACHARYA, Son of Late SANKARLAL ACHARYA, 18/43, DOVER LANE, P.O: DOVER LANE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Service

Identified by Mr TARAK NATH DAS, , Son of Late M N DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

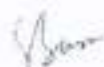
**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 20-05-2022 by Mr KAMAL DAS, PARTNER, SPANDAN INFRA PROJECTS LLP (Partnership Firm), 7/1A, EDCONS CHEMBAR HAZRA ROAD, City:- , P.O:- KALIGHAT, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Identified by Mr TARAK NATH DAS, , Son of Late M N DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Execution is admitted on 20-05-2022 by Ms DEVOLINA DAS, PARTNER, SPANDAN INFRA PROJECTS LLP (Partnership Firm), 7/1A, EDCONS CHEMBAR HAZRA ROAD, City:- , P.O:- KALIGHAT, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Identified by Mr TARAK NATH DAS, , Son of Late M N DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others



Suman Basu

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 24-05-2022

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 25,060/- ( B = Rs 25,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 25,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/05/2022 1:33PM with Govt. Ref. No: 192022230029030118 on 18-05-2022, Amount Rs: 25,028/-, Bank: SBI EPay ( SBIEPay), Ref. No. 3384865572722 on 18-05-2022, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,971/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 24148, Amount: Rs.100/-, Date of Purchase: 09/12/2021, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/05/2022 1:33PM with Govt. Ref. No: 192022230029030118 on 18-05-2022, Amount Rs: 39,971/-, Bank: SBI EPay (SBIEPay), Ref. No. 3384865572722 on 18-05-2022, Head of Account 0030-02-103-003-02



**Suman Basu**  
**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 1630-2022, Page from 123593 to 123649  
being No 163003014 for the year 2022.



Digitally signed by SUMAN BASU  
Date: 2022.05.24 16:35:21 +05:30  
Reason: Digital Signing of Deed.

*Suman*

(Suman Basu) 2022/05/24 04:35:21 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)