

2057/17

1-8/389/12



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

G 987230

Ri

1214  
14-3-17

8-1-57227/12

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

*[Signature]*

Addl. District Sub-Registrar  
Behala, South 24 Parganas



**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** made this the 14<sup>th</sup> day of March, 2017 (Two Thousand Seventeen) A.D.

**BETWEEN**

29 DEC 2016

20239

No. .... Rs. 500/- Date....

Name: .....

Srabanti Shaw

Address: .....

Advocate  
Alipur Judge's Court  
Kolkata - 27

Vendor: .....

Subhankar Das

Alipur Collectorate, 24 Fgs. (S)

**SUBHANKAR DAS**  
**STAMP VENDOR**

Alipur Police Court, Kol - 27

*[Faint, illegible text]*



Srabanti Shaw  
Advocate  
D/o Mr. Jagadish Shaw  
Alipore Judge's Court  
P.O. & P.S. Alipore  
Kolkata - 700027

A.D.S.R. Behala  
14 MAR 2017  
Dist. South 24 Fgs.

### Major Information of the Deed

Deed No :	I-1607-01969/2017	Date of Registration	14/03/2017
Query No / Year	1607-1000056727/2017	Office where deed is registered	
Query Date	21/02/2017 4:42:49 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Srabanti Shaw Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9874307665, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 22,00,000/-]		
Set Forth value	Market Value		
Rs. 1,01,20,000/-	Rs. 2,76,77,520/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 40,571/- (Article:48(g))	Rs. 24,217/- (Article:E, E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

#### Land Details :



District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Ram Mohan Roy Road, Road Zone : (J.L.Sarani – Netaji Sarak Crossing Premises located NOT on Raja Ram Mohan Roy Road (Ward No. 115,121,122)) , , Ward No: 121

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		24 Katha 12 Chatak 40 Sq Ft	1,00,00,000/-	2,75,57,520/-	Width of Approach Road: 17 Ft.
<b>Grand Total :</b>					<b>40.9292Dec</b>	<b>100,00,000 /-</b>	<b>275,57,520 /-</b>	

#### Structure Details :



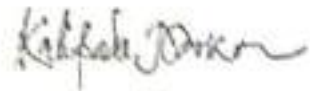
Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	1,20,000/-	1,20,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>400 sq ft</b>	<b>1,20,000 /-</b>	<b>1,20,000 /-</b>	

#### Land Lord Details :



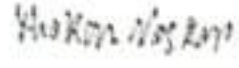
Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	<b>Smt Subhadra Naskar</b> Wife of Late Bijay Chandra Naskar Executed by: Self, Date of Execution: 14/03/2017 , Admitted by: Self, Date of Admission: 14/03/2017 ,Place : Office			<i>Srabanti Shaw</i>
		14/03/2017	LTR 14/03/2017	14/03/2017

17/03/2017 Query No-16071000056727 / 2017 Deed No :- 160791069 / 2017. Document is digitally signed.




43/7 A, Biren Roy Road East, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:BCCPN1689FStatus :Individual

Name	Photo	Fingerprint	Signature
<b>Shri Kallpada Naskar</b> Son of Late Bijay Chandra Naskar Executed by: Self, Date of Execution: 14/03/2017 Admitted by: Self, Date of Admission: 14/03/2017, Place : Office			
	14032017	LTI 14032017	14032017



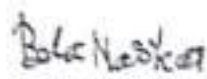
43/7 A, Biren Roy Road East, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:AMNPN0205HStatus :Individual

Name	Photo	Fingerprint	Signature
<b>Shri Khokan Naskar</b> Son of Late Bijay Chandra Naskar Executed by: Self, Date of Execution: 14/03/2017 Admitted by: Self, Date of Admission: 14/03/2017, Place : Office			
	14032017	LTI 14032017	14032017

43/7 A, Biren Roy Road East, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:BCVPS5963RStatus :Individual

Name	Photo	Fingerprint	Signature
<b>Smt Durga Ganguly</b> Wife of Shri Debasis Ganguly Executed by: Self, Date of Execution: 14/03/2017 Admitted by: Self, Date of Admission: 14/03/2017, Place : Office			
	14032017	LTI 14032017	14032017

43/7 A, Biren Roy Road East, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:AVRPG3731GStatus :Individual

Name	Photo	Fingerprint	Signature
<b>Ms Bela Naskar</b> Daughter of Late Bijay Chandra Naskar Executed by: Self, Date of Execution: 14/03/2017 Admitted by: Self, Date of Admission: 14/03/2017, Place : Office			
	14032017	LTI 14032017	14032017

43/7 A, Biren Roy Road East, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:BDCPN6675EStatus :Individual

**Offer Details :**

Name & address

Srabanti Shaw  
 Mother of Mr Jagadish Shaw  
 Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN -  
 700027, Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Smt Subhadra Naskar,  
 Shri Kalipada Naskar, Shri Khokan Naskar, Smt Durga Ganguly, Ms Bela Naskar, Smt Malina Biswas, Smt Anita Naskar,  
 Shri Ananta Kumar Sahoo

14/03/2017

Srabanti Shaw

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Smt Subhadra Naskar	M/s. Om Sai Construction-5.84702 Dec
2	Shri Kalipada Naskar	M/s. Om Sai Construction-5.84702 Dec
3	Shri Khokan Naskar	M/s. Om Sai Construction-5.84702 Dec
4	Smt Durga Ganguly	M/s. Om Sai Construction-5.84702 Dec
5	Ms Bela Naskar	M/s. Om Sai Construction-5.84702 Dec
6	Smt Malina Biswas	M/s. Om Sai Construction-5.84702 Dec
7	Smt Anita Naskar	M/s. Om Sai Construction-5.84702 Dec

**Transfer of property for S1**

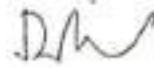
SI.No	From	To. with area (Name-Area)
1	Smt Subhadra Naskar	M/s. Om Sai Construction-57.1429 Sq Ft
2	Shri Kalipada Naskar	M/s. Om Sai Construction-57.1429 Sq Ft
3	Shri Khokan Naskar	M/s. Om Sai Construction-57.1429 Sq Ft
4	Smt Durga Ganguly	M/s. Om Sai Construction-57.1429 Sq Ft
5	Ms Bela Naskar	M/s. Om Sai Construction-57.1429 Sq Ft
6	Smt Malina Biswas	M/s. Om Sai Construction-57.1429 Sq Ft
7	Smt Anita Naskar	M/s. Om Sai Construction-57.1429 Sq Ft

**Endorsement For Deed Number : I - 160701969 / 2017**

21-02-2017

Certificate of Market Value(WB PUVI rules of 2001)

certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,76,77,520/-



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

On 14-03-2017

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

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

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

Presented for registration at 12:14 hrs on 14-03-2017, at the Office of the A.D.S.R. BEHALA by Shri Ananta Kumar Sahoo ..

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

Execution is admitted on 14/03/2017 by 1. Smt Subhadra Naskar, Wife of Late Bijay Chandra Naskar, 43/7 A, Biren Roy Road East, P.O: Behala, Thana: Behala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession House wife, 2. Shri Kalipada Naskar, Son of Late Bijay Chandra Naskar, 43/7 A, Biren Roy Road East, P.O: Behala, Thana: Behala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Retired Person, 3. Shri Khokan Naskar, Son of Late Bijay Chandra Naskar, 43/7 A, Biren Roy Road East, P.O: Behala, Thana: Behala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Business, 4. Smt Durga Ganguly, Wife of Shri Debasis Ganguly, 43/7 A, Biren Roy Road East, P.O: Behala, Thana: Behala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession House wife, 5. Ms Bela Naskar, Daughter of Late Bijay Chandra Naskar, 43/7 A, Biren Roy Road East, P.O: Behala, Thana: Behala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Others, 6. Smt Malina Biswas, Wife of Shri Chittaranjan Biswas, VIII - Garagari, P.O: Patharghata, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession House wife, 7. Smt Anita Naskar, Alias Brinda Naskar, Wife of Shri Lakshman Naskar, C F/137, Chandiberia, P.O: Krishnapur, Thana: New Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, by Profession House wife

Identified by Srabanti Shaw, . . Daughter of Mr Jagadish Shaw, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 14-03-2017 by Shri Ananta Kumar Sahoo, proprietor, M/s. Om Sai Construction, 16/ B, Biren Roy Road East, Monmohan Park, P.O:- Barisha, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008

Identified by Srabanti Shaw, . . Daughter of Mr Jagadish Shaw, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 24,217/- ( B = Rs 24,189/- ,E = Rs 28/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 24,217/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2017 5:58PM with Govt. Ref. No: 192016170050420571 on 13-03-2017, Amount Rs: 24,217/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00CVURE1 on 13-03-2017, Head of Account 0030-03-104-001-16

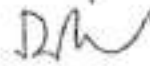
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 40,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 987230, Amount: Rs.500/-, Date of Purchase: 29/12/2016, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2017 5:58PM with Govt. Ref. No: 192016170050420571 on 13-03-2017, Amount Rs: 40,071/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00CVURE1 on 13-03-2017, Head of Account 0030-02-103-003-02



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



Category of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1607-2017, Page from 60340 to 60410  
Deed No 160701969 for the year 2017.



*DM*

Digitally signed by BISWARUP  
GOSWAMI  
Date: 2017.03.17 16:47:29 +05:30  
Reason: Digital Signing of Deed.

(Biswarup Goswami) 3/17/2017 4:47:28 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

(This document is digitally signed.)



1) SMT. SUBHADRA NASKAR, PAN - BECPN1689F, wife of Late Bijay Chandra Naskar, by faith - Hindu, by occupation - Housewife, 2) SRI KALIPADA NASKAR, PAN - AMNPN0205H, son of Late Bijay Chandra Naskar, by faith - Hindu, by occupation - Retired person, 3) SRI KHOKAN NASKAR, PAN - BCVPN5963R, son of Late Bijay Chandra Naskar, by faith - Hindu, by occupation - Business, 4) SMT. DURGA GANGULY, PAN - AVRPG3731G, daughter of Late Bijay Chandra Naskar, wife of Sri Debasis Ganguly, by faith - Hindu, by occupation - Housewife, 5) MS. BELA NASKAR, PAN - BDCPN6675E, daughter of Late Bijay Chandra Naskar, by faith - Hindu, by occupation - Household work, all residing at 43/7A, Biren Roy Road (East), Police Station - Behala, Kolkata - 700008, 6) SMT. MALINA BISWAS, PAN - BOEPB2402L, daughter of Late Bijay Chandra Naskar, wife of Sri Chittaranjan Biswas, by faith - Hindu, by occupation - Housewife, residing at Village - Garagari, Post Office - Patharghata, Police Station - Rajarhat, District - North 24 Parganas, Pin Code - 700135, 7) SMT. ANITA NASKAR ALIAS BRINDA NASKAR, PAN - BEDPN6164E, daughter of Late Bijay Chandra Naskar, wife of Sri Lakhsman Naskar, by faith - Hindu, by occupation - Housewife, residing at CF/137, Chandiberia, Post Office - Krishnapur, Police Station - New Town, Kolkata - 700102, District - North 24 Parganas, hereinafter called and referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs,

executors, administrators, legal representatives and assigns) of the ONE PART.

**A N D**

M/S. OM SAI CONSTRUCTION, a Proprietorship Firm having its office at 16/B, Biren Roy Road (East), Monmohan Park, Post Office - Barisha, Police Station - Behala, Kolkata - 700 008, represented by its sole proprietor - SRI ANANTA KUMAR SAHOO, PAN - ARGPS2693L, son of Sri Srihari Charan Sahoo, by faith - Hindu, by occupation - Business, residing at 92A, Jaigir Ghat Road, Post Office & Police Station - Thakurpukur, Kolkata - 700 063, hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, successors, successors-in-office, nominees and assigns) of the OTHER PART.

WHEREAS Sri Kali Krishna Rohatgi, Sri Sunil Rohatgi, Sri Promod Rohatgi, Sri Pratap Rohatgi, Sri Prem Krishna Rohatgi, Sri Dipak Rohatgi, Sri Pradip Rohatgi, Sri Bijay Krishna Rohatgi, Sri Ashok Rohatgi and their other co-owners were the absolute owners and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Land measuring 11 decimals, lying and situated in R.S. Dag No. 250, R.S. Khatian No. 879 and ALL THAT piece and parcel of Land measuring 36 decimals, lying and situated in R.S. Dag No. 253, R.S. Khatian No. 880 both of Mouza - Mandal Para, Pargana - Magura, J.L. No. 6, Touzi No. 1508, R.S. No. 190, Police Station - Behala, District Sub Registration Office at Alipore, Additional

District Sub Registration Office at Behala, District - 24 Parganas and other lands.

**AND WHEREAS** while said Sri Kali Krishna Rohatgi, Sri Sunil Rohatgi, Sri Promod Rohatgi, Sri Pratap Rohatgi, Sri Prem Krishna Rohatgi, Sri Dipak Rohatgi, Sri Pradip Rohatgi, Sri Bijay Krishna Rohatgi, Sri Ashok Rohatgi and their other co-owners seized and possessed of the aforesaid lands, Sri Pratap Rohatgi, Sri Dipak Rohatgi and Sri Pradip Rohatgi filed a suit for Partition amongst other co-owners being Case No. 90 in the year 1964, before the Learned 7<sup>th</sup> Sub Judge at Alipore and the Preliminary Decree was passed on 31.03.1968. Said Sri Kali Krishna Rohatgi filed appeal against the said preliminary decree before the Hon'ble High Court at Calcutta being F.A. No. 1064 in the year 1968.

**AND WHEREAS** during pendency of the appeal Sri Bijay Krishna Rohatgi died intestate on 22.06.1969 leaving behind him his wife Smt. Puna Rohatgi and son Sri Anil Rohatgi as his legal heirs and successors and after demise of Sri Bijay Krishna Rohatgi his wife and son inherited his share of aforesaid land jointly.

**AND WHEREAS** during pendency of the appeal Sri Ashok Rohatgi died intestate as bachelor on 25.07.1969 leaving behind him his nephew Sri Anil Rohatgi as his legal heir and successor and after demise of Sri Ashok Rohatgi his nephew inherited his share of aforesaid land jointly.

**AND WHEREAS** appellant Sri Kali Krishna Rohatgi and respondent Sri Pratap Krishna Rohatgi and others jointly filed a

compromise petition on 24.12.1969 for dismiss the said preliminary decree passed on the Learned 7<sup>th</sup> Sub Judge at Alipore and pass final decree as per compromise petition. The Hon'ble High Court at Calcutta ordered the Learned 7<sup>th</sup> Sub Judge at Alipore on 09.02.1970 to pass final decree as per compromise petition. As per the order of the Hon'ble High Court at Calcutta the Learned 7<sup>th</sup> Sub Judge at Alipore passed final decree on 13.07.1970.

AND WHEREAS as per the final decree Smt. Puna Rohatgi and Sri Anil Rohatgi were jointly allotted ALL THAT piece and parcel of Land measuring 11 decimals, lying and situated in R.S. Dag No. 250, R.S. Khatian No. 879 and ALL THAT piece and parcel of Land measuring 36 decimals, lying and situated in R.S. Dag No. 253, R.S. Khatian No. 880 both of Mouza - Mandal Para, Pargana - Magura, J.L. No. 6, Touzi No. 1508, R.S. No. 190, Police Station - Behala, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District - 24 Parganas.

AND WHEREAS while Smt. Puna Rohatgi, Sri Anil Rohatgi, seized and possessed of and sufficiently entitled to the aforesaid land free from all encumbrances, they mutated their names in the record of the J.L.R.O and enjoying the same on payment of taxes and other outgoings to the appropriate authority.

AND WHEREAS by virtue of registered Deed of Sale dated 19.03.1971, said Smt. Puna Rohatgi and Sri Anil Rohatgi sold transferred and conveyed ALL THAT piece and parcel of Land

measuring 3(three) Cattahs 6(six) Square Feet equivalent to 5(five) decimals, out of 11 decimals lying and situated in R.S. dag No. 250, under R.S. Khatian No. 879 and **ALL THAT** piece and parcel of Land measuring 10(ten) Cattahs 7(seven) Chittacks, out of 36 decimals lying and situated in R.S. dag No. 253, under R.S. Khatian No. 880 of Mouza - Mandal Para, Pargana-Magura, J.L. No. 6, Touzi No. 1508, R.S. No. 190, Police Station - Behala, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District - 24 Parganas to Sri Bijay Chandra Naskar, son of Late Jadunath Naskar. The said Deed was registered in the Office of Joint Sub Registrar at Alipore and entered in Book No. I, Volume No. 40, Page Nos. 67 to 74, Being No. 1198 for the year 1971 at or for valuable consideration as mentioned therein.

**AND WHEREAS** Sri Bijay Chandra Naskar was also the recorded owner and seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of Land measuring 4(four) satak, lying and situated in R.S. dag No. 251, under R.S. Khatian No. 321 and **ALL THAT** piece and parcel of Land 5(five) satak, lying and situated in R.S. dag No. 252, under R.S. Khatian No. 321 and **ALL THAT** piece and parcel of Land measuring 29(twenty nine) satak, lying and situated in R.S. dag No. 254, under R.S. Khatian No. 321 all of Mouza - Mandal Para, Pargana-Magura, J.L. No. 6, Touzi No. 1508, R.S. No. 190, Police Station - Behala, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District - 24 Parganas and **ALL THAT** piece and parcel of Land measuring 35(thirty five) satak,

lying and situated in R.S. dag No. 13, under R.S. Khatian No. 135 of Mouza - Muradpur, J.L. No. 13, Touzi Nos. 74-77 & 82, R.S. No. 192, Police Station - Behala, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District - 24 Parganas and constructed residential building upon the land in Dag Nos. 253 and 254 and resided thereat with his family members.

**AND WHEREAS** said Sri Bijay Chandra Naskar died intestate on 27.11.1972 leaving behind him his wife Smt. Subhadra Naskar, four sons Sri Kalipada Naskar, Sri Khokan Naskar, Sri Ramkrishna Naskar and Sri Manik Lal Naskar and four daughters namely Smt. Bela Naskar, Smt. Durga Ganguly, Smt. Malina Biswas and Smt. Anita Naskar alias Brinda Naskar as his legal heirs and after demise of Bijay Chandra Naskar his wife, sons and daughters inherited the aforesaid property jointly according to Law.

**AND WHEREAS** after getting the said properties by way of inheritance said Smt. Subhadra Naskar, Sri Kalipada Naskar, Sri Khokan Naskar, Sri Ramkrishna Naskar, Sri Manik Lal Naskar, Smt. Bela Naskar, Smt. Durga Ganguly, Smt. Malina Biswas and Smt. Anita Naskar alias Brinda Naskar seized and possessed of and sufficiently entitled to the aforesaid properties as joint owners, free from all encumbrances and had been in peaceful possession of and enjoying the same on payment of municipal taxes and other outgoings to the appropriate authority.

AND WHEREAS while enjoying the aforesaid properties said Smt. Subhadra Naskar, Sri Kalipada Naskar, Sri Khokan Naskar, Sri Ramkrishna Naskar, Sri Manik Lal Naskar, Smt. Bela Naskar, Smt. Durga Ganguly, Smt. Malina Biswas and Smt. Anita Naskar alias Brinda Naskar by virtue of registered Deed of Partition dated 04.02.1977 amicably partitioned the aforesaid properties by metes and bounds. The Plot No. "B" was allotted jointly to Smt. Subhadra Naskar, Sri Kalipada Naskar, Sri Khokan Naskar, Sri Ramkrishna Naskar, Smt. Bela Naskar, Smt. Durga Ganguly, Smt. Malina Biswas and Smt. Anita Naskar alias Brinda Naskar and the Plot No. "A" was allotted to Sri Manik Lal Naskar. The said Deed of Partition was registered in the Office of Sub Registrar of Alipore at Behala and entered in Book No. I, Page Nos. 263 to 269, Being No. 219 for the year 1977.

AND WHEREAS in terms of the said Deed of Partition dated 04.02.1977, said Smt. Subhadra Naskar, Sri Kalipada Naskar, Sri Khokan Naskar, Sri Ramkrishna Naskar, Smt. Bela Naskar, Smt. Durga Ganguly, Smt. Malina Biswas and Smt. Anita Naskar alias Brinda Naskar became the joint Owners in respect of ALL THAT piece and parcel of Land measuring 3(three) Cattahs 6(six) Square Feet equivalent to 5(five) decimals, out of 11 decimals lying and situated in R.S. dag No. 250, under R.S. Khatian No. 879 and ALL THAT piece and parcel of Land measuring 10(ten) Cattahs 7(seven) Chittacks, out of 36 decimals, lying and situated in R.S. dag No. 253, under R.S. Khatian No. 880 and ALL THAT piece and parcel of Land measuring 4(four) satak, lying and situated in R.S. dag No. 251,

under R.S. Khatian No. 321 and ALL THAT piece and parcel of Land 5(five) satak, lying and situated in R.S. dag No. 252, under R.S. Khatian No. 321 and ALL THAT piece and parcel of Land measuring 29(twenty nine) satak, lying and situated in R.S. dag No. 254, under R.S. Khatian No. 321 all of Mouza - Mandal Para, Pargana-Magura, J.L. No. 6, Touzi No. 1508, R.S. No. 190, Police Station - Behala, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District - 24 Parganas.

AND WHEREAS while enjoying the said properties said Sri Ramkrishna Naskar died as bachelor on 06.11.2002 leaving behind him his mother Smt. Subhadra Naskar as his legal heir and successors and after demise of Ramkrishna Naskar his mother inherited his undivided 1/8<sup>th</sup> share aforesaid property according to Law.

AND WHEREAS while Smt. Subhadra Naskar, Sri Kalipada Naskar, Sri Khokan Naskar, Smt. Bela Naskar, Smt. Durga Ganguly, Smt. Malina Biswas and Smt. Anita Naskar alias Brinda Naskar jointly seized and possessed of the aforesaid properties as joint Owners mutate their names in the records of the Kolkata Municipal Corporation and the said property was known and numbered as Municipal Premises No. 114, Raja Ram Mohan Roy Road, Police Station - Behala, Kolkata-700 008, within the territorial limits of the Kolkata Municipal Corporation, under Assessee No. 411211401131, in its Ward No. 121 and constructed a one storied residential building upon the said land and resided thereat with their family.



AND WHEREAS thus Smt. Subhadra Naskar, Sri Kalipada Naskar, Sri Khokan Naskar, Smt. Bela Naskar, Smt. Durga Ganguly, Smt. Malina Biswas and Smt. Anita Naskar alias Brinda Naskar are the joint owners of ALL THAT piece and parcel of Land measuring 10(ten) Cattahs 7(seven) Chittacks, together with residential structure standing thereon, measuring about 250 Square Feet, lying and situated in R.S. dag No. 253, under R.S. Khatian No. 880 of Mouza - Mandal Para and ALL THAT piece and parcel of Land measuring 29(twenty nine) satak, together with residential structure standing thereon, lying and situated in R.S. dag No. 254, under R.S. Khatian No. 321 both of Mouza - Mandal Para, Pargana-Magura, J.L. No. 6, Touzi No. 1508, R.S. No. 190, Police Station - Behala, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District - 24 Parganas.

AND WHEREAS by virtue of registered Deed of Gift dated 30.12.2016 said Smt. Subhadra Naskar, Sri Kalipada Naskar, Sri Khokan Naskar, Smt. Bela Naskar, Smt. Durga Ganguly, Smt. Malina Biswas and Smt. Anita Naskar alias Brinda Naskar jointly made a gift in respect of ALL THAT piece and parcel of Land measuring 1(one) Cattah 8(eight) Chittacks, out of 10(ten) Cattahs 7(seven) Chittacks, together with tiles roofing structure standing thereon, measuring about 100 Square Feet, out of 250 Square Feet, lying and situated in R.S. dag No. 253, under R.S. Khatian No. 880 of Mouza - Mandal Para, Pargana - Magura, J.L. No. 6, Touzi No. 1508, R.S. No. 190, being Municipal Premises No. 114, Raja Ram Mohan Roy Road, Police Station - Behala,

Kolkata-700 008, within the territorial limits of the Kolkata Municipal Corporation, under Assessee No. 411211401131, in its Ward No. 121, Police Station – Behala, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District – South 24 Parganas in favour of Sri Somnath Naskar. The said Deed was registered in the office Additional District Sub Registrar at Behala and entered in Book No. 1, Volume No. 1607-2017, Pages No. 2271 to 2316 Being No. 10465 for the year 2016.

AND WHEREAS Smt. Subhadra Naskar, Sri Kalipada Naskar, Sri Khokan Naskar, Smt. Bela Naskar, Smt. Durga Ganguly, Smt. Malina Biswas and Smt. Anita Naskar alias Brinda Naskar also gave up Land measuring 1(one) Cattah 10(ten) Chittacks 25(twenty Five) Square Feet, lying and situates in R.S. dag No. 253 & 254 under R.S. Khatian No. 880 & 321 of Mouza – Mandal Para for widening the roads leading to this land.

AND WHEREAS now Smt. Subhadra Naskar, Sri Kalipada Naskar, Sri Khokan Naskar, Smt. Bela Naskar, Smt. Durga Ganguly, Smt. Malina Biswas and Smt. Anita Naskar alias Brinda Naskar are the joint owners of ALL THAT piece and parcel of Land measuring 24(twenty four) Cattahs 12(twelve) Chittacks 40(forty) Square Feet, together with residential structure standing thereon, measuring about 400 Square Feet, lying and situated in R.S. Dag No. 253 & 254 under R.S. Khatian No. 880 & 321 of Mouza – Mandal Para, Pargana-Magura, J.L. No. 6, Touzi No. 1508, R.S. No. 190, being Municipal Premises

No. 114, Raja Ram Mohan Roy Road, Police Station - Behala, Kolkata-700 008, within the territorial limits of the Kolkata Municipal Corporation, under Assessee No. 411211401131, in its Ward No. 121, Police Station - Behala, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District - South 24 Parganas, which is morefully described in SCHEDULE - "A" hereunder and hereinafter referred to as the "**Said Premises**".

AND WHEREAS the Owners let out some portion of the said premises and the tenants are enjoying the said tenancy.

AND WHEREAS said Owners are now desirous of developing the said premises by constructing thereupon a new multistoried building after demolishing the existing structure in accordance with the sanction building plan to be sanctioned by the Kolkata Municipal Corporation for which the owners were in search of a fittest person, who is financially capable having experience in the field of construction and to raise and construct the multi-storied building upon the said premises.

AND WHEREAS **Om Sai Construction** gained experience in the field of construction as developer with sound financial standing. Being aware of such intention of the owners, **Om Sai Construction** as Developer approached the owners to enter into joint venture agreement for development of the said property with a scheme to be formulated by the Owners and to empower the Developer to raise proposed construction and/or the project on the strength of a Development Power of Attorney.

AND WHEREAS having relied upon aforesaid representation made by the developer, the owners have discussed the terms and conditions on which the development of the said property can be undertaken.

AND WHEREAS it is agreed between the parties that the Developer shall construct Ground Plus three storied building upon the said property with its own funds and resources as per Plan to be sanctioned by the Kolkata Municipal Corporation and as per the various terms and conditions set forth in this agreement.

AND WHEREAS with a view to develop the said property mentioned in the SCHEDULE "A" the Owners and the Developer have entered into this agreement recording terms and conditions mentioned herein below.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO as follows :

**ARTICLE-I: DEFINITIONS**

- 1.1. OWNERS : 1) SMT. SUBHADRA NASKAR, wife of Late Bijay Chandra Naskar, by faith - Hindu, by occupation - Housewife, 2) SRI KALIPADA NASKAR, son of Late Bijay Chandra Naskar, by faith - Hindu, by occupation - Retired person, 3) SRI KHOKAN NASKAR, son of Late Bijay Chandra Naskar, by faith - Hindu, by occupation - Business, 4) SMT. DURGA GANGULY, daughter of Late Bijay Chandra Naskar, wife of Sri Debasis Ganguly, by faith - Hindu, by occupation - Housewife, 5) MS. BELA NASKAR, daughter of Late Bijay Chandra Naskar, by faith - Hindu, by

occupation - Household work, all residing at 43/7A, Biren Roy Road (East), Police Station - Behala, Kolkata - 700008, 6) **SMT. MALINA BISWAS**, daughter of Late Bijay Chandra Naskar, wife of Sri Chittaranjan Biswas, by faith - Hindu, by occupation - Housewife, residing at Village - Garagari, Post Office - Pathargata, Police Station - Rajarhat, District - North 24 Parganas, Pin Code - 700135, 7) **SMT. ANITA NASKAR ALIAS BRINDA NASKAR**, daughter of Late Bijay Chandra Naskar, wife of Sri Lakhsman Naskar, by faith - Hindu, by occupation - Housewife, residing at CF/137, Chandiberia, Post Office - Krishnapur, Police Station - New Town, Kolkata - 700102, District - North 24 Parganas and their heirs, executors, administrators, legal representatives and assigns.

- 1.2. **PREMISES** : **ALL THAT** piece and parcel of Land measuring 24(twenty four) Cattahs 12(twelve) Chittacks 40(forty) Square Feet, together with residential structure standing thereon, measuring about 400 Square Feet, lying and situated in R.S. Dag No. 253 & 254 under R.S. Khatian No. 880 & 321 of Mouza - Mandal Para, Pargana-Magura, J.L. No. 6, Touzi No. 1508, R.S. No. 190, being Municipal Premises No. 114, Raja Ram Mohan Roy Road, Police Station - Behala, Kolkata-700 008, within the territorial limits of the Kolkata Municipal Corporation, under Assessee No. 411211401131, in its Ward No. 121, Police Station - Behala, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District - South 24 Parganas together with all rights of easements facilities and amenities annexed thereto.

- 1.3. **DEVELOPER** : M/S. OM SAI CONSTRUCTION, a Proprietorship Firm, having its office at 16/B, Biren Roy Road (East), Monmohan Park, Post Office – Barisha, Police Station - Behala, Kolkata - 700 008, represented by its sole proprietor - SRI ANANTA KUMAR SAHOO, son of Sri Srihari Charan Sahoo, by faith – Hindu, by occupation – Business, residing at 92A, Jaigir Ghat Road, Post Office & Police Station - Thakurpukur, Kolkata - 700 063 and its heirs successors-in-office, nominees and assigns.
- 1.4. **TITLE DEEDS** : Shall mean the Deeds, Tax receipts and other relevant papers and documents .
- 1.5. **BUILDING**: Shall mean Ground Plus three storied buildings to be constructed on the land mentioned in SCHEDULE "A" in accordance with the sanctioned building plan covering maximum possible F.A.R. to be sanctioned by the Kolkata Municipal Corporation to be used for residential purpose only hereinafter called the "**Said Buildings**".
- 1.6. **COMMON FACILITIES & AMENITIES** : Shall include corridors, roof, ways, passages, staircase, passage ways, overhead tank, water reservoir, septic tank and other facilities which may be actually agreed upon between the parties and required and for the establishment, maintenance and/or management of the building.
- 1.7. **SALEABLE SPACE** : Shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required excluding Owners' Allocation. \*

- 1.8. **ARCHITECT**: Shall mean the person or persons who may be appointed by the Developer for assigning and planning for the said building with the approval of the owners.
- 1.9. **BUILDING PLAN**: Shall mean the plan to be sanctioned by the appropriate authority in phases or in full including any variations therein which may subsequently be made by the Developer and/or Engineer and/or Architect(s).
- 1.10. **TRANSFEROR**: Shall mean the Developer who intends to sell the flats and the Car Parking Space allotted to them respectively, to the intending buyer/buyers together with undivided proportionate share of the land and right to use the common space in multi storey buildings.
- 1.11. **TRANSFeree** : Shall mean the person, firm, limited company or an Association or persons to whom any flat, Car Parking Space together with undivided and impartible proportionate share of land and right to use in common space in the building would be transferred.
- 1.12. **TRANSFER** : Which is grammatical variation by means of conveyance and shall include the delivery of possession of the flat or flats, car parking space(s) in multi storey building to the Purchaser(s) thereof with undivided interest of land proportionate to the area of the flat and Car Parking Space and the right to use the in common space in multi storey building.
- 1.13. **BUILT UP AREA** : Shall mean and include the covered area of the flat, external and internal walls and columns, as specified in the Plan to be Sanctioned by the Kolkata Municipal Corporation.

- 1.14. **SUPER BUILT UP AREA** :- Shall mean and include the covered area of the particular flat also include the proportionate share of each flat in the common spaces, common areas, underground water tanks, overhead water tanks, lobbies, corridors, and in all areas which is used for locating common services e.g. meter room etc. for eliminating of any disputes in the measurement of the proportionate share of each flat in the common areas.
- 1.15. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.

**ARTICLE-II: OWNER'S RIGHT & REPRESENTATION**

- 2.1. The Owners are absolutely seized and possessed and/or well and sufficiently entitled to the said premises.
- 2.2. The said Premises is free from all encumbrances, charges, liens, lispence, attachment, trust, acquisition whatsoever or howsoever and the owners have good marketable title in the said premises.
- 2.3. There is no excess vacant land at the said premises within the meaning of Urban Land (Ceiling and Regulation) Act, 1976.
- 2.4. The Owners shall hand over possession of the said Premises within one month from the date of execution of this agreement.
- 2.5. That since execution of this agreement till completion of the building, if any person/s claiming right, title and interest in respect of the said premises, then the Owners shall liable for the same and pay the amount whatever expenses to be done by the Developer.



- 2.6. That the Owners have not sold or entered into any agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said premises prior to this agreement.
- 2.7. That the said premises is not subject to any notice or acquisition or requisition.

**ARTICLE-III: COMMENCEMENT**

- 3.1 This Agreement shall be deemed to have commenced on and with effect from the date of signing of this Agreement and the owners will hand over possession of the Title Deeds and other muniments relating to the said premises, as well as possession of the said premises which is mentioned in the **SCHEDULE "A"** hereunder.

**ARTICLE-IV: DEVELOPER'S RIGHT**

- 4.1. Subject to the terms and conditions hereunder provided the owners hereby grant and exclusive right to the Developer to develop the said premises by way of constructing a new multistoried storied buildings thereon in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- 4.2. That the Developer shall pay and bear all expenses towards sanction plan, building material, lawyer fees and all construction chargers of the new building and to complete it in all respects at its own costs or at the cost of the intending Purchaser or

Purchasers including Engineer's fees, charges, expenses required to be paid or deposited for the purpose of development of the said premises and the Owners shall not have any responsibility in these respects.

- 4.3. The Owners will co-operate regarding acts of applications, plans, other paper and documents as may be required by the Developer for the purpose of obtaining sanction plan from the appropriate authority and the Developer shall bear the expenses for such acts including Architect's or Engineer's Fees.
- 4.4. The Developer shall construct the buildings upon the said premises after demolishing the existing building. The Developer shall take all the debris of the building and to sell it in its discretion and the owners shall not claim any amount from the Developer for the same.

**ARTICLE-V: CONSIDERATION**

- 5.1. In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said premises to the Developer and the Developer agrees and/or undertakes to allot the Owners' Allocation to the owners morefully and particularly mentioned in the **SCHEDULE "B"** hereunder, written.

**ARTICLE-VI: POSSESSION**

- 6.1. The Owners shall hand over possession of the said premises within one month from the execution of this agreement.
- 6.2. The Owners shall not obstruct the Developer any way to construct the building.
- 6.3. The Developer shall arrange 2BHK flat as shifting for Owner No. 3 Sri Khokan Naskar and 1BHK flat as shifting for Owner No. 3

Ms. Bela Naskar and 2BHK flat as shifting for Owner No. 1 & 2 Smt. Subhadra Naskar and Sri Kalipada Naskar jointly at time of handover possession of the said premises in favour of the Developer by the owners till handover possession of the owners' allocation to the Owners. *Entire rent of the shifting charges will be bear by the Developer till handover possession of the Owners' allocation in the new building.*

Amita Naskar

**ARTICLE-VII: PROCEDURE**

- 7.1 The Owners grant to Om Sai Construction a registered Development Power of Attorney as required for the purpose of the construction of the building on the said premises and represent the owners for all purpose in connection with the construction work of the building before the appropriate authorities and selling out the undivided share of the land of Developer's Allocation to the intending purchasers through Deed of Conveyance/s and Agreement for Sale/s, and to sign and execute all necessary papers, deeds, documents, plans etc. for the purpose of development of the said premises and represent him for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owners. It is agreed and declared by the Developer that they shall execute and register final Deed of Conveyance and handover Developer's Allocation only after hand over the owners' allocation in the new building and if the developer execute and register and handover possession of the Developer's allocation in the new building before hand over the owners' allocation then the said Deed/s will be automatically stand cancelled and treated as illegal.

- 7.2 However after issuing Development Power of Attorney in favour of the Developer, the Owners shall always sign the building plan and other related papers for sanction of the building plan and also all papers for modification or amendment thereof within the rules of the Kolkata Municipal Corporation.
- 7.3 It is agreed by both the parties that the original documents will be with the owners and if the Developer require the same in that case the Developer will intimate the same to the owners before 48 hours of their require and the owners namely Smt. Malina Biswas and Smt. Durga Ganguly will carry the same to the K.M.C or any Government concerns for the purpose of inspection of original documents and there after the owners will take the said original documents in their custody. Ultimately the original documents will hand over to the Developer on the day of start of construction work. After sell out the entire Developer's allocation the original documents will be handed over to the Owners' association.
- 7.4 The Developer shall keep the original copy of the sanction Architectural Plan and Structural Plan in his custody for construction of the building. The Developer shall show the plan to the Owners before sanction <sup>for its approval.</sup> After sanction within 7 days the Developer will serve a copy of sanction plan to the owners.
- 7.5 The Developer shall pay arrear K.M.C Tax and Khajna which are outstanding and shall apply for mutation in the names of all owners and bear all expenses for mutation and prepare other documents and the Owners shall hand over all the necessary papers relating to the said property as well as personal

Anita Norkar

documents as and when required and shall also sign in the necessary papers for mutate their names in the records of KMC and B.L. & L.R.O.. If the owners shall not hand over all required deeds and documents of the said property as well as personal documents for mutation of the said property in the records of KMC and B.L. & L.R.O. in that case the Owners shall liable for the delay of the mutation procedure.

**ARTICLE-VIII: DEALINGS OF SPACE IN THE BUILDING**

- 8.1. The Developer shall on completion of the new building hand over and/or deliver the Owners' Allocation to the owners morefully and particularly mentioned in the **SCHEDULE "B"** hereunder written.
- 8.2. The Developer shall have the exclusive right to enter into an agreement or otherwise deal with or dispose of the flats and car parking spaces from Developer's allocation to be constructed on the said premises without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the peaceful possession of the Developer's Allocation.
- 8.3. The Developer shall be entitled to enter into agreement for sale in respect of Developer's allocation on the basis of the Development Power of Attorney and shall be entitled to sign all necessary documents on behalf of the Owners by virtue of the registered Development Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owners.

8.4. The Developer on behalf of the Owners shall execute and registered the Deed of Conveyance or Conveyances in favour of the intending Purchaser or Purchasers of the Developer's allocation of the building, on the strength of the Development Power of Attorney, the costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

**ARTICLE-IX: BUILDING**

- 9.1. The Developer at its own costs and expenses construct, erect and complete the building at the said premises in accordance with the sanctioned plan with such material and with such specification as are mentioned and detailed of which are set-forth in the **SCHEDULE "D"** hereunder written and as may be recommended by the Architect from time to time.
- 9.2. The Developer shall install and erect pump, water storage tanks, overhead reservoirs, electrification, temporary electric connection at its own cost in the said building and other facilities as required to be provided in the buildings having self contained apartments and constructed for sale of flats and/or car parking spaces therein on "***OWNERSHIP BASIS***" and as mutually agreed.
- 9.3. The Developer shall be authorized in the name of the owners in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owners for the construction of the building and similarly apply for and obtain

temporary connection of water, electricity, power and permanent drainage and sewerage connection to the newly built up buildings and other inputs and facilities required for the construction or enjoyment of building for which purpose the owners shall execute in favour of the developer the Development Power of Attorney and other authorities as shall be required by the Developer.

- 9.4. The Developer shall at its own cost and expenses and without creating any financial or other liabilities upon owners, construct and complete the said new buildings and various units and/or apartment therein in accordance with the sanctioned building plan design and specification and any amendment hereto or modification thereof made or cause to be made by the Developer.
- 9.5. As from the date of taking over possession any liabilities becoming due on account of the rent, municipal rates and taxes as also other outgoings in respect of the said premises and till such times as the possession of the flats and car parking spaces are given to the newly built premises is made, shall be borne and paid by the Developer and thereafter the same shall be borne and paid by the owners for their allocation proportionately. It is made specifically clear that all outstanding dues on account of rent, municipal rates and taxes as also other outgoings upto the date of delivery of possession shall remain the liability of the Developer and such due shall be borne and paid by the Developer as and when called upon by the Authority concerned without any objection.

**ARTICLE-X: COMMON FACILITIES**

- 10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the said premises till handing over owners' allocation to the Owners.
- 10.2. The Owners shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building as per approved plan.
- 10.3. The Owners and the Developer shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owners and the developer and the parties shall keep each other indemnified all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owners or the developer in this behalf.
- 10.4. As and from the date of possession the owners' allocation to the owners, the owners shall also be responsible to pay and bear and shall forthwith pay on demand to the secretary of Association of Flat Owners' the service charges for the common facilities in their allocations, such charges are to include proportionate share of scavenging charges and taxes light, sanitation and maintenance occasional repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and all common wiring pipes, electrical and mechanical equipment, switchgear,



transformers, pumps, motors, and other electrical and mechanical installations, appliances and equipments, stairways, corridors, passage ways, park ways, lift and other facilities whatsoever as may be mutually agreed from time to time provided that if addition insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or in the accommodation within the Owners' Allocation or any part thereof.

- 10.5. Any transfer of any part of the Owners' allocation in the new building shall be the subject to the other provisions hereof and the transferees shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.
- 10.6. If the owners fails to pay any amount payable in respect of the said rates or service charges for the common facilities within 15(Fifteen) days of demand in this behalf, the owners shall be liable to pay interest on the amount outstanding if it is not otherwise disputed at the rate of interest 12% per annum from the last due date of the payment in full.
- 10.7. The Developer shall construct the proposed new building strictly in accordance with the sanction plan to be sanctioned from the Kolkata Municipal Corporation and will keep the owners fully indemnified for all time to come in case the owners suffer any loss or prejudice due to any deviation of unauthorized construction.

**ARTICLE-XI: COMMON RESTRICTION**

The Owners' Allocation in the building shall be subject to the same restrictions and use as are applicable to the Developer's Allocation in the building intended for the common benefits of all occupiers of the building, which shall include the following:-

- 11.1. Neither party shall use or permit to be used the respect allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 11.2. Neither party shall demolish or permit to demolish of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration either major or minor therein without consent of other in this behalf.
- 11.3. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, Local bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the said laws, bye-laws, rules and regulation.
- 11.4. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in such of their respective allocations in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other spaces or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any breach.

- 11.5. Neither party shall do or cause or permit to be done any act or thing which may render, void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequence of any breach.
- 11.6. No goods or other items shall be left or kept by either party for display or otherwise in the corridors or at other places of common use for enjoyment in the building and no hindrance shall be caused in any manner in the movement for users in the corridors and other places of common use for enjoyment in the building.
- 11.7. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building thus observing "**Cleanliness and good health go by side**".
- 11.8. The format of Agreement for Sale or Deed of Conveyance for intending purchasers of allocation of both parties is to be of the same as that of this Development Agreement.
- 11.9. If the construction of the building is delayed and/or suspended due to willful act negligence on the part of the Developer then in that event the Developer shall be liable to pay such determined by the parties mutually.
- 11.10. In case the Owners committing breach of any of the terms and conditions herein contained or delayed in delivery of possession of the said premises as hereinbefore stated, the Developer shall be entitled to and the Owners shall be liable to pay such losses

and compensation as shall be determined mutually between the parties **PROVIDED HOWEVER** if such delay shall continue for a period of six months, then in that event in addition to any other rights which the Developer may have against the Owners, the Developer shall be entitled to sue against the Owners for specific performances of this Agreement or to rescind or to cancel its Agreement and claim refund of all moneys paid or incurred by the Developer.

**ARTICLE-XII: OWNER'S OBLIGATION**

- 12.1 The Owners doth hereby agree and covenants with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owners or their agents servants representatives causing hindrance or impediment to such construction the Owners will be liable for damages.
- 12.2 The Owners doth hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said premises in favour of the intending buyers of units/floors/ flats/car parking spaces/spaces in the said buildings. The Owners further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.

12.3 The Owners doth hereby agreed and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said premises or any portion thereof to the third party during existence of the Development Agreement.

12.4 The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.

12.5 The Owners hereto without being influenced or provoked by anybody to hereby categorically avoid that as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having an financial participation and/or involvement on the part of the Owners hereto, the Owners henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the Development Power of Attorney although otherwise mentioned in thereof and the Developer shall be at liberty to receive any amount from any Purchaser/Purchasers in its own name and to appropriate the said sale proceeds of the units/floors/ flats/car parking spaces/spaces of the said buildings at its sole discretion without having any attachment and/or share thereon of the Owner hereto.

#### **ARTICLE-XIII: DEVELOPER'S OBLIGATION**

13.1. The Developer doth hereby agrees and covenant with the owners to complete the proposed buildings and hand over owners'

allocation to the owners within 3(three) years 10(ten) months from the sanction plan to be sanctioned by the Kolkata Municipal Corporation.

13.2. The Developer shall get sanction plan of the proposed buildings within 1(one) year after mutation of the land in the records of the B.L.& L.R.O and the Kolkata Municipal Corporation. It is to mention here that if the said Government concern fails to do the same in that case a further period of 4(four) months time will be extended. If the plan will not be sanctioned within specified time then the Developer shall pay a sum of Rs. 10,000/- per month to the owners till the date of sanction plan.

13.3. If the Developer shall not handover the owners' allocation within specified time in that case the Developer shall pay 12% penalty per annum over the valuation of the owners' allocation to the owners till the day of hand over owners' allocation in the new building.

13.4. The Owners let out the some portion of the said premises. The Developer shall arrange accommodation for the said tenants. The construction cost of the accommodation of the tenants shall bear the Developer.

13.5. The Developer will not install any mobile tower or any kind of tower on the common roof of the building.

13.6. The Developer doth hereby agrees and covenant with the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the Owners.

13.7. The Developer shall give permission to the Owners' appointed Engineer to enter and supervision the construction work of the proposed building as and when necessary. The fees of Owners' appointed Engineer shall be borne by the Owners.

13.8. The Developer hereby agrees covenants with the Owners not to violate or contravene any of the provisions of rules applicable to the construction of the said building.

13.9. The Developer hereby agrees and covenants with the Owners not to do any acts, deeds or things where by the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the owners' allocation in the new building at the said premises.

**ARTICLE-XIV: OWNER'S INDEMNITY**

The Owners do hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated portion without any interference or disturbance, provided that the Developer performs and fulfils all the terms and conditions, herein, contained and/or their part to be observed and performed.

**ARTICLE-XV: DEVELOPER'S INDEMNITY**

15.1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims, demands and actions arising out of any sort to act or commission on the part of the developer in relation to the construction of the said building.

15.2. The Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's action with regard to

the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

**ARTICLE-XVI: MISCELLANEOUS**

- 16.1 The Owners and the Developer have entered into the Agreement purely as a contract on basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations of persons in between the Owners and the Developer.
- 16.2 Immediately after sanction the Plan by the Kolkata Municipal Corporation, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.
- 16.3 The Developer shall keep the Owners indemnified against all actions suits proceedings costs charges and expenses in respect thereof.
- 16.4 The Developer shall frame scheme for the management and administration of the said building and/or common parts hereof.
- 16.5 As and from the date of completion of the building the Developer and/or its transferees shall be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.
- 16.6 It is to mention here that immediately on completion of the entire building in all respects as per specifications of this agreement the Developer shall serve a written notice to all the owners



asking/requesting them to take up possession of their respective allocation within 30 days from the date of service of the said notice and on expiry of said period of 30 days it will be deemed to be the acceptance of possession of the allocation of owners and they will be held and liable to pay maintenance charges either to the Developer or to the owners association at the rate as will be decided.

**ARTICLE - XVII : FORCE MAJEURE**

17.1. The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performances of the relative obligation prevented by the existence of the "**Force Majeure**" and shall be suspended from the obligation during the duration of the "**Force Majeure**"

17.2. The "**Force Majeure**" shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto.

**ARTICLE - XVIII : JURISDICTION**

If any dispute arises between the parties in respect of this agreement, they are willing to take recourse of law before the competent Court by instituting Civil and Criminal Proceeding under Kolkata Jurisdiction.

**THE SCHEDULE "A" ABOVE REFERRED TO**  
(Description of the said premises)

ALL THAT piece and parcel of Land measuring 24(twenty four) Cattahs 12(twelve) Chittacks 40(twenty) Square Feet, together with residential structure standing thereon, measuring about 400 Square Feet, lying and situated in R.S. Dag No. 253 & 254 under R.S. Khatian No. 880 & 321 of Mouza - Mandal Para, Pargana-Magura, J.L. No. 6, Touzi No. 1508, R.S. No. 190, being Municipal Premises No. 114, <sup>(J.L. Sarani to Mianji Sarani Crossing Premises located no. 114 Raja Ram Mohan Roy Road)</sup> Police Station - Behala, Kolkata-700 008, within the territorial limits of the Kolkata Municipal Corporation, under Assessee No. 411211401131, in its Ward No. 121, Police Station - Behala, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District - South 24 Parganas, which is butted and bounded as follows:-

ON THE NORTH BY :- Land of Express Dairy;

ON THE SOUTH BY :- House of Bhusan Chandra Naskar, House of Kanailal Sarkar, R.T shed, 17' wide K.M.C Road;

ON THE EAST BY :- House of Mrinal Kanti Guha & Chandan Das;

ON THE WEST BY :- Partly 17' & partly 8' wide common passage;

The said premises is specifically shown in the plan to this Deed in '**RED**' border. The plan should be treated as part of the Deed.

Front to Kunder Lake

no. 114 Raja Ram Mohan Roy Road

**THE SCHEDULE "B" ABOVE REFERRED TO**  
*(Owner's Allocation)*

On completion of the building, the Owners shall entitle to get the 43% constructed area, consisting of units/floor/ flats/ space and car parking space/s in the building to be constructed upon the property mentioned in SCHEDULE-"A" along with proportionate share of land together with the common facilities and amenities available or to be available in the said proposed buildings and the same to be provided in "A" Block and "D" Block upon the said premises <sup>as per choice of the Owners.</sup> If the said blocks shall be more than the 43% constructed area then the extra area shall be under the Developer. If the said blocks will be less than the 43% of constructed area in that case the Developer shall pay to the owners as per Government market price for that area.

Anita Norkar

In addition to the Developer shall also pay a sum of Rs. 22,00,000/- (Rupees Twenty Lac) only to the Owners as the manner following:-

- i. Rs. 4,00,000/- (Rupees Four Lac) only shall be paid by the Developer to Sri Khokan Naskar at the time of execution of the Development Agreement and Development Power of Attorney by the owners in favour of the Developer. The said sum of Rs. 4,00,000/- (Rupees Four Lac) only shall be adjusted from the Khokan Naskar's allocation at the rate Rs. 3,000/- per Square Feet super built up area.
- ii. Rs. 3,00,000/- (Rupees Three Lac) only shall be paid by the Developer to Smt. Subhadra Naskar at the time of execution

- of Development Agreement and Development Power of Attorney by the owners in favour of the Developer. The total Rs. 3,00,000/- (Rupees Three Lac) only shall be refundable before handover possession of the Owners' allocation by the Developer to the Owners.
- iii. Rs. 3,00,000/- (Rupees Three Lac) only shall be paid to Sri Kalipada Naskar at the time of execution of Development Agreement and Development Power of Attorney by the owners in favour of the Developer. The total Rs. 3,00,000/- (Rupees Three Lac) only shall be refundable before handover possession of the Owners' allocation by the Developer to the Owners.
- iv. Rs. 3,00,000/- (Rupees Three Lac) only shall be paid to Smt. Durga Ganguly at the time of execution of Development Agreement and Development Power of Attorney by the owners in favour of the Developer. The total Rs. 3,00,000/- (Rupees Three Lac) only shall be refundable before handover possession of the Owners' allocation by the Developer to the Owners.
- v. Rs. 3,00,000/- (Rupees Two Lac) only shall be paid to Smt. Malina Biswas at the time of execution of Development Agreement and Development Power of Attorney by the owners in favour of the Developer. The total Rs. 3,00,000/- (Rupees Three Lac) only shall be refundable before handover possession of the Owners' allocation by the Developer to the Owners.

- vi. Rs. 3,00,000/- (Rupees Two Lac) only shall be paid to Smt. Anita Naskar alias Brinda Naskar at the time of execution of Development Agreement and Development Power of Attorney by the owners in favour of the Developer. The total Rs. 3,00,000/-(Rupees Three Lac) only shall be refundable before handover possession of the Owners' allocation by the Developer to the Owners.
- vii. Rs. 3,00,000/- (Rupees three Lac) only shall be paid by the Developer to Smt. Bela Naskar at the time of execution of the Development Agreement and Development Power of Attorney by the owners in favour of the Developer. The said sum of Rs. 3,00,000/-(Rupees three Lac) only shall be adjusted from the Smt. Bela Naskar's allocation at the rate Rs. 3,000/- per Square Feet super built up area.

**THE SCHEDULE "C" ABOVE REFERRED TO**

*(Developer's Allocation)*

Excluding the Owners' Allocation, the Developer is entitled to get the remaining 57% of the constructed area of the proposed buildings to be constructed as per sanction plan by the Kolkata Municipal Corporation which shall be treated as Developer's allocation consisting of units/floor/ flats/ spaces and car parking space/s in the building to be constructed upon the property mentioned in SCHEDULE-"A" along with proportionate share of land together with the common facilities and amenities available or to be available in the said proposed buildings.

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

1. Entrance and exits to the said premises and in the allotted blocks of the proposed buildings.
2. Boundary walls and main gate of the said premises and all outer walls of the allotted block.
3. Roof Top in the allotted blocks.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use) in the allotted blocks.
5. Space underneath the stairs of the ground floor where meters will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use) in the allotted blocks.
6. Staircase and staircase landings on all the floors, entrance lobby in the allotted blocks.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the allotted blocks.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said Building as are necessary for passage and user of the flats / units in common by the co-owners in the allotted blocks.

9. Caretaker cum association room.
10. Lifts and their accessories installations and spaces required therefore in the allotted blocks.
11. Common toilet in the said premises.
12. CESC transformer.
13. The entire land comprised in the said premises subject to exclusive car parking space or other users right of land granted by the Transferors.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
*(Common expenses)*

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

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

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

**THE SCHEDULE "F" ABOVE REFERRED TO  
WORK SCHEDULE/SPECIFICATION**

**1. Foundation** :- Earth cutting and the building is designed of R.C.C. fittings and frames, pedestal casting, tie beam casting, earth fitting, brick soiling, pcc dhalai.

**2. Super structure:** Column, roof casting.

**3. Walls** :- All external wall shall be 10/8 inch brick with cement plaster all internal wall shall be 5 inch thick with both side cement plaster. All inside wall will be coated with plaster of Paris.

**3. Flooring** :- a. All bed rooms, kitchen, dining room & toilet will be finished with marble/tiles.

b. Glazed tiles will be provided in each toilet upto 6' height.

c. Black stone with granite finish will be provided at cooking shelf with 3 ft dado upon the cooking shelf.

**4. Doors/Windows** :-



a. All internal and bed room doors will be made of flush door with necessary latch.

b. Door frames will be made up of wood.

c. Window will be aluminum fitted with glass with square bar grill with aluminum channels.

5. **Electrification** :- Concealed electrical line will be provided. Exhaust fan point, geyser point, light point will be provided in Toilet. Exhaust fan point, chimney point, light point, fridge point will be provided in kitchen. Tube light, Fan and night lamp point will be provided in all bed rooms and drawing rooms and TV Point will be provided in drawing rooms.

6. **Plumbing & Sanitary** :-

a. Concealed water line will be provided.

b. Shower, white basin and white commode will be provided in toilet.

c. Stainless steel sink provided at kitchen.

7. **Water Supply** :- KMC. Water supply will be provided and water pump & motor and water reservoir together with all common plumbing installations for carriage of water will be provided.

8. **Boundary Wall** :- Boundary wall will be made around the said land.

9. **Main Gate** :- Main gate will be made up of Grill.

#### **MAKE OF MATERIALS**

**Brick** : 1 No. picket /cement brick/fly ash.

**Cement** : Lafarge / Ambuja/Ultratake/Acc or equivalent.

**Iron** : Shyam / Captain or equivalent.

**Staircase** : Good quality Stainless Steel railings.

**Sand/Stone** : Standard quality.

**Flooring**

Marble/Tiles ..... White marble/tiles.

**Grill** : Square Bar steel or equivalent.

**Electrical**

All switches and sockets.....Pritam or equivalent of  
Wire..... Finolex (Cu Grade) / Havels or equivalent..

**Doors**

Flush door

**Windows**

- Channel sliding and aluminum fitted with glass which are aesthetically suitable.

• **Bathrooms**

• Sanitary Fittings .....Hindware or equivalent.

• Plumbing Fittings.... Good quality ISI mark.

• Pipes, Sockets etc.... Tata GI / Supreme / Oriplast or equivalent.

• Marble/Tiles ..... White marble/tiles.

• Tiles .....digital tiles or equivalent..

• Basin..... Hindware or equivalent.

• Commode..... Hindware or equivalent.

**Kitchen**

Stainless Steel Sink or equivalent.

Marble/Tiles ..... White marble/tiles.

**Walls**

- **Outside wall :** Berger paint with weather coat or two coat snow chem.

IN WITNESS WHEREOF, the PARTIES hereunder have put their signatures on the day, month and year first above written.


SIGNED SEALED & DELIVERED

by the PARTIES in the Presence of :-

WITNESSES :-

1. Chillewarajan Bisewas  
Vill - Garagari, P.O - Palharshole  
P.S - Rajarshol, 24 Parasur (M)  
Pin - 700135 -

2. Somnath Naskare  
CF/137, Chandivaria,  
P.O - Krishnaapur,  
P.S - New Town  
Kol. - 750102

1.  LTI of Subhadra  
Naskar by the pen  
of Subhadra Shaw

2. Kalipada Naskar

3. Khokon Naskar

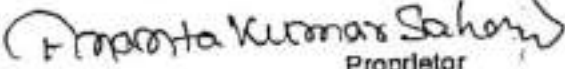
4. Durga Ganguly

5. Bela Naskar

6. Malina Bisewas.

7. Amita Naskar

\_\_\_\_\_  
Signature of the OWNERS

OM SAI CONSTRUCTION  
  
Proprietor

\_\_\_\_\_  
Signature of the DEVELOPER

**MEMORANDUM OF CONSIDERATION**

**RECEIVED** a sum of Rs. 22,00,000/- (Rupees Twenty Two Lac) only from the above named **DEVELOPER** in respect of the said premises mentioned in **SCHEDULE-"A"** hereinabove as per memorandum of consideration set forth hereunder:-

- |  |                |
|--|----------------|
| 1. By Cheque No. 422400 dated 22.08.2016 | Rs. 3,00,000/- |
| 2. By Cheque No. 422401 dated 22.08.2016 | Rs. 4,00,000/- |
| 3. By Cheque No. 422421 dated 20.09.2016 | Rs. 3,00,000/- |
| 4. By Cheque No. 472178 dated 24.11.2016 | Rs. 3,00,000/- |
| 5. By Cheque No. 472180 dated 24.11.2016 | Rs. 3,00,000/- |
| 6. By Cheque No. 472182 dated 24.11.2016 | Rs. 3,00,000/- |
| 7. By Cheque No. 472184 dated 24.11.2016 | Rs. 3,00,000/- |

All drawn on State Bank of Mysore  
Behala Chowrastha Branch

**Total**

**Rs. 22,00,000/-**  
=====

**(Rupees Twenty Two Lac) only.**

**WITNESSES:**

1. Chittasanjay Bhowal

2. Somnath Narkar

1. LTI of Subhadra Narkar  
by the fee of Srabanti Shaw
2. Kallappa Narkar
3. Khokon Narkar
4. Dunga Ganguly
5. Bela Narkar
6. Malina Biswas.
7. Amita Narkar

Signature of the **OWNERS**

**Drafted by and Prepared  
in the Office of :**

Srabanti Shaw  
**Srabanti Shaw**

Advocate

Alipore Judges' Court,  
Kolkata : 700027

Enrolment No. F/721/2007

Behala

**SITE PLAN OF AT MOUZA - MONDAL PARA, PARGANA- MAGURA, J.L. NO- 6,  
 TOUZI NO- 1508, R.S. NO- 190, R.S. DAG NO- 253, 254,  
 UNDER R.S. KHATIAN NO- 880, 321, AT PREMISES NO - 114, RAJA  
 RAM MOHAN ROY ROAD, WARD NO- 121, BOROUGH NO- XIV,  
 KOLKATA- 700008, P.S. - BEHALA.**

**NAME OF OWNERS- SMT. SUBHADRA NASKAR, SRI KALIPADA NASKAR, SRI KHOKAN NASKAR,  
 SMT. DURGA GANGULY, MS. BELA NASKAR, SMT. MALINA BISWAS,  
 SMT. ANITA NASKAR ALIAS BRINDA NASKAR.**

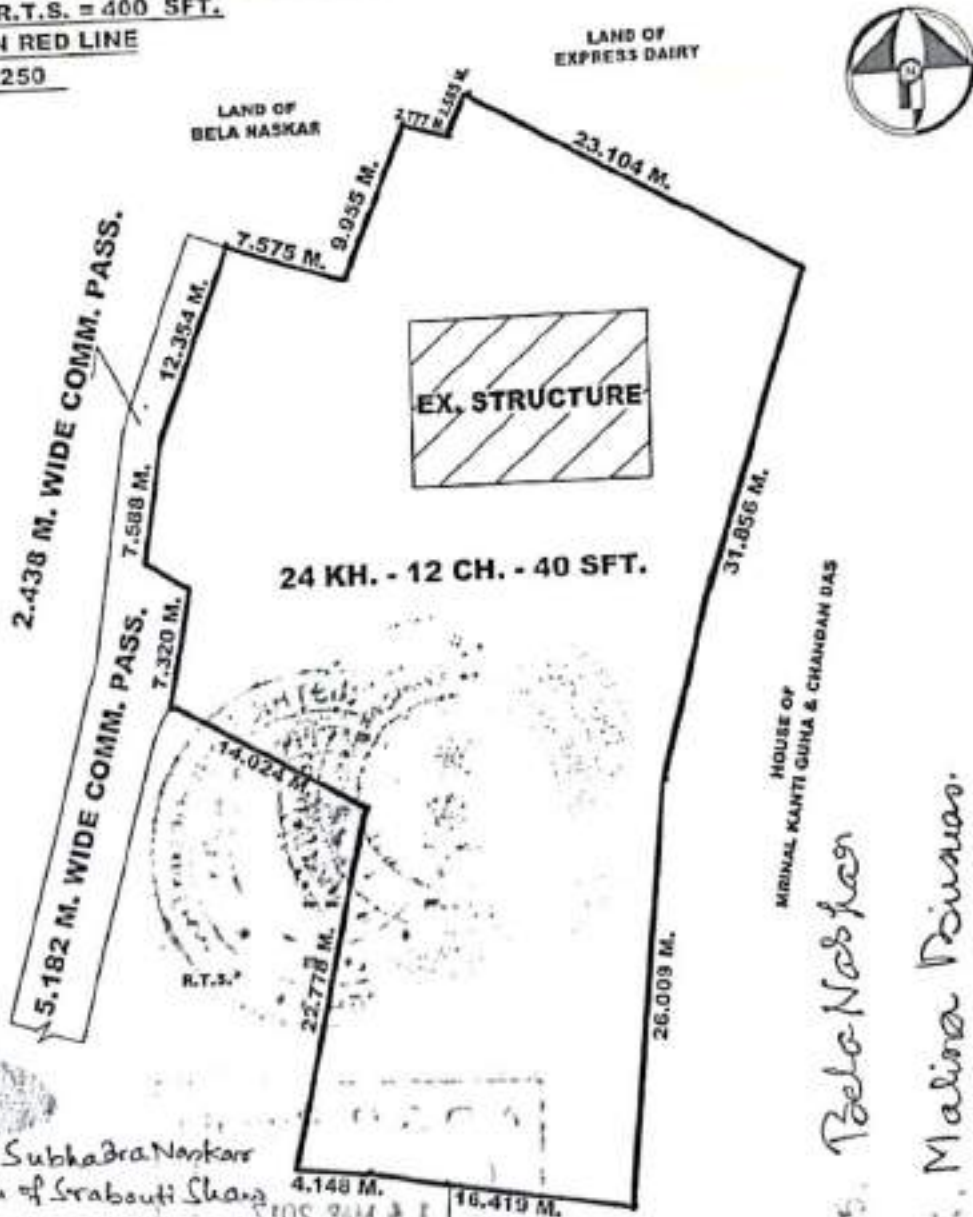
**NAME OF DEVELOPER - OM SAI CONSTRUCTION**

**AREA OF LAND = 24 KH. - 12 CH. - 40 SFT.**

**AREA OF R.T.S. = 400 SFT.**

**SHOWN IN RED LINE**

**SCALE- 1:250**



L.I. of Subhadra Naskar  
 by the Pow of Srabouti Shaha

1. Kalipada Naskar  
 2. Khokan Naskar  
 Durga Ganguly  
 SIGNATURE OF OWNERS.

HOUSE OF CHANDAN DAS  
 HOUSE OF BHUSAN CHANDRA NASKAR  
 OM SAI CONSTRUCTION  
 Brinda Kumar Saha  
 SIGNATURE OF DEVELOPER

HOUSE OF  
 MIRINAL KANTI GUHA & CHANDAN DAS  
 5. Bela Naskar  
 6. Malina Biswas  
 Anita Naskar  
 BIKAS CHANDRA SINHA  
 K.M.C. Regd. L.B.S.-1183 (I)  
 SIGNATURE OF L.B.S.



LTI of Subhadra Naskar by the pen of Srabanti Shaw

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

Name : SMT. SUBHADRA NASKAR

Signature : LTI of Subhadra Naskar by the pen of Srabanti Shaw



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

Name : SRI KALIPADA NASKAR

Signature :



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

Name : SRI KHOKAN NASKAR

Signature : *Khokan Naskar*



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

Name : SMT. DURGA GANGULY

Signature : *Durga Ganguly*



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

Name : MS. BELA NASKAR

Signature : *Bela Naskar*



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











Name : SMT. MALINA BISWAS

Signature : *Malina Biswas*



Thumb First Finger Middle Finger Ring Finger Small Finger

Left Hand

Right Hand













Name : SMT. ANITA NASKAR ALIAS BRINDA NASKR

Signature : Anita Naskar

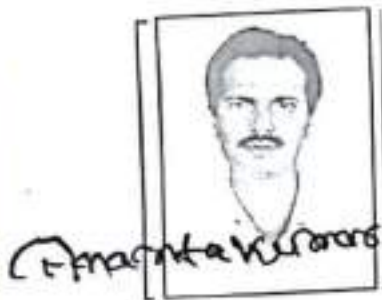


Thumb First Finger Middle Finger Ring Finger Small Finger

Left Hand

Right Hand



Name : SRI ANANTA KUMAR SAHOO

Signature : Ananta Kumar Sahoo

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201617-005042057-1

Payment Mode Online Payment

GRN Date: 13/03/2017 17:58:01

Bank : State Bank of India

BRN : IK00CVURE1

BRN Date: 13/03/2017 17:58:50

DEPOSITOR'S DETAILS

Id No. : 16071000056727/4/2017  
[Query No./Query Year]

Name : ANANTA KUMAR SAHOO

Contact No. : Mobile No. : +91 9830045734

E-mail :

Address : 92A, JAIGIR GHAT ROAD

Applicant Name : Smt Srabanti Shaw

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	16071000056727/4/2017	Property Registration- Registration Fees	0030-03-104-001-18	24217
2	16071000056727/4/2017	Property Registration- Stamp duty	0030-02-103-003-02	40071

In Words : Rupees Sixty Four Thousand Two Hundred Eighty Eight only

Total

64288



**Government of West Bengal  
Directorate of Registration & Stamp Revenue**

**e-Assessment Slip**

Query No / Year	1607-1000056727/2017	Office where deed will be registered
Query Date	21/02/2017 4:42:49 PM	A.D.S.R. BEHALA, District: South 24-Parganas
Applicant Name, Address & Other Details	Srabanti Shaw Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9874307665, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 22,00,000/-]	
Set Forth value	Market Value	
Rs. 1,01,20,000/-	Rs. 2,76,77,520/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 40,071/- (Article:48(g))	Rs. 24,217/- (Article:E, E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)	

**Land Details :**

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Ram Mohan Roy Road, Road Zone : (J.L.Sarani – Netaji Sarak Crossing Premises located NOT on Raja Ram Mohan Roy Road (Ward No. 115,121,122)) .. Ward No: 121

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		24 Katha 12 Chatak 40 Sq Ft	1,00,00,000/-	2,75,57,520/-	Width of Approach Road: 17 Ft.,
<b>Grand Total :</b>					40.9292Dec	100,00,000 /-	275,57,520 /-	

**Structure Details :**

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	1,20,000/-	1,20,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		400 sq ft	1,20,000 /-	1,20,000 /-	

## Land Lord Details :

Sl No	Name & address	Status	Execution Admission Details :
1	Smt Subhadra Naskar Wife of Late Bijay Chandra Naskar43/7 A, Biren Roy Road East, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:BECPN1689FStatus :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
2	Shri Kalpada Naskar Son of Late Bijay Chandra Naskar43/7 A, Biren Roy Road East, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:AMNPN0205HStatus :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
3	Shri Khokan Naskar Son of Late Bijay Chandra Naskar43/7 A, Biren Roy Road East, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:BCVPN5963RStatus :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
4	Smt Durga Ganguly Wife of Shri Debasis Ganguly43/7 A, Biren Roy Road East, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:AVRPG3731GStatus :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
5	Ms Bela Naskar Daughter of Late Bijay Chandra Naskar43/7 A, Biren Roy Road East, P.O:- Behala, P.S:- Behala, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700008 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:BDCPN6675EStatus :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
6	Smt Malina Biswas Wife of Shri Chittaranjan BiswasVil - Garagari, P.O:- Patharghata, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:BOEPB2402LStatus :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
7	Smt Anita Naskar, (Alias: Brinda Naskar) Wife of Shri Lakshman NaskarC F/137, Chandiberia, P.O:- Krishnapur, P.S:- New Town, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700102 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:BEDPN6164EStatus :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self

**Developer Details :**

Sl No	Name & address	Status	Execution Admission Details :
1	M/s. Om Sai Construction 16/B, Biren Roy Road East, Monmohan Park, P.O:- Barisha, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700008 PAN No.:ARGPS2693L Status :Organization, Executed by: Representative	Organization	Executed by: Representative

**Representative Details :**

Sl No	Name & Address	Representative of
1	Shri Ananta Kumar Sahoo Son of Shri Srihari Charan Sahoo92 A, Jaigirhat Road, P.O:- Thakurpukur, P.S:- Thakurpukur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700063 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:ARGPS2693L	M/s. Om Sai Construction (as proprietor)

**Identifier Details :**

Name & address	
Srabanti Shaw Daughter of Mr Jagadish Shaw Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Smt Subhadra Naskar, Shri Kalpada Naskar, Shri Khokan Naskar, Smt Durga Ganguly, Ms Bela Naskar, Smt Malina Biswas, Smt Anita Naskar, Shri Ananta Kumar Sahoo	
N	

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Smt Subhadra Naskar	M/s. Om Sai Construction-5.84702 Dec
2	Shri Kalpada Naskar	M/s. Om Sai Construction-5.84702 Dec
3	Shri Khokan Naskar	M/s. Om Sai Construction-5.84702 Dec
4	Smt Durga Ganguly	M/s. Om Sai Construction-5.84702 Dec
5	Ms Bela Naskar	M/s. Om Sai Construction-5.84702 Dec
6	Smt Malina Biswas	M/s. Om Sai Construction-5.84702 Dec
7	Smt Anita Naskar	M/s. Om Sai Construction-5.84702 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Smt Subhadra Naskar	M/s. Om Sai Construction-57.1429 Sq Ft
2	Shri Kalpada Naskar	M/s. Om Sai Construction-57.1429 Sq Ft
3	Shri Khokan Naskar	M/s. Om Sai Construction-57.1429 Sq Ft
4	Smt Durga Ganguly	M/s. Om Sai Construction-57.1429 Sq Ft
5	Ms Bela Naskar	M/s. Om Sai Construction-57.1429 Sq Ft
6	Smt Malina Biswas	M/s. Om Sai Construction-57.1429 Sq Ft
7	Smt Anita Naskar	M/s. Om Sai Construction-57.1429 Sq Ft

If the given information are found incorrect, then the assessment made stands invalid.

Query is valid for 30 days (i.e. upto 23/03/2017) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 06/04/2017) for registration.

Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.

e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.

e-Payment is compulsory if Stamp Duty payable is more than Rs.50,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 1st September 2016.

Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.

Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required

Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.

Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.