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registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

F 6 JAN 2022

District Sub-Register-III Alipore, South 24-parganas

# **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made on this the day in the year 2022 (Two Thousand Twenty Two)

BETWEEN

Kolkata Callectorate.

11. Netaji Subhax Re Amal Kr. Saha
Kolkata 1 Licensed Stamo
Date Vendor.

DISTRICT SUB REGISTRAR -III

PARGASI, ALIPORE

6. JAN 2022

Slowthfied by me Sol S. K. Sharma Slo S. N. Sharma Alipove Police Court P.O. & P.S. Alipove, Kolkata 700027

Advocate

BIMAL CHANDRA MANDAL (PAN - AEBPM5892B, Aadhaar- 3913 2018 2456) son of Late Bidyadhar Mandal by faith- Hindu, by Occupation - Retired Person (Government officer) by Nationality - Indian, residing at 78 Garia Station Road, opposite Shahid Khudiram Metro Station, P.O - Garia, P.S - Narendrapur, Dist - South 24 Parganas, Kolkata -700084, here in after referred to as the "LAND OWNER" (which expression shall unless the context requires otherwise include its successors) of the "FIRST PART".

## AND

M/S ANUPAM GUHA AND ASSOCIATES, GSTIN NO - 19AGJPG 0760G1ZI, a proprietorship firm, having registered office at 98, B Netaji Subhash Chandra Bose Road, Kolkata 700040, Post - Regent Park, P.S- Netaji Nagar, Pin - 700040, Word No-098, represented by its sole proprietor MR. ANUPAM GUHA (PAN – AGJPG0760G, Aadhaar No – 205540033591) S/O Late Sukha Ranjan Guha, presently residing at B-30 Survey Park P.O- Jadavpur, P.S-Survey Park, Kolkata- 700075, and permanent address is 5/17 Netaji Nagar, near Netaji Nagar College P.O. - Regent Park, P.S -Netaji Nagar, Regent Park, Kolkata - 700040, nature of the Trade of the firm is contractor of engineers. "hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators and representatives) SECOND PART.

1.WHEREAS, Once Mr. Manmatha Roy purchased of all that apiece and parcel of Danga Land measuring more or less 10 Chittaks comprised in Dag Nos. 870 appertaining to Khatian Nos. 107 and land measuring .5 Chittak comprised in Dag No. 870/1763 appertaining to Khatian Nos. 292 totalling to an area of 15 chittak,i.e. 9 Cottahs 1 Chittak 30 Sq. Ft.(approx.) situate and lying at Mouza — Barhans Fartabad , Pargana — Medanmalla Revenue Servey No 7, J. L. No. 47, Touzi No. 109, within the limits of the Rajpur Sonarpur Municipality, Police Station — Sonarpur, A. D. S. R. Sonarpur, District 24 Parganas South from Mr. HaraMohan Roy Mondal which was registered on 18.10.1946 in the District Registry Office at Alipore and recorded in its Book No : I Volumn No : 15 Pages 65 to 67 Being No : 3137 in the year 1946.

Bimal Chambra Mandal





- 2. WHEREAS , the said Mr. Manmatha Roy by a Deed of Conveyance dated 19.02.1986, registered before the District Registry Office at Sonarpur and recorded in its Book No I Vol No. 12 Pages 481 to 488, Being No 930 for the year 1986, as vendor/owner sold, transferred and conveyed one part of the above mentioned Land measuring more or less 2 Cottahs 5 Chittak comprised in Dag Nos. 870 appertaining to Khatian Nos. 107 and land measuring more or less 11 Chittak comprised in Dag No. 870/1763 appertaining to Khatian Nos. 292, totalling to an area of .more or less 3 Cottahs, situate and lying at Mouza Barhans Fartabad, Pargana Medanmalla Revenue Servey No 7, J. L. No. 47, Touzi No. 109, within the limits of the Rajpur Sonarpur Municipality, Police Station Sonarpur, A. D. S. R. Sonarpur, District 24 Parganas South. in favour of Mr. Bimal Chandra Mondal.
- 3. WHEREAS, the said Mr. Manmatha Roy by a Deed of Conveyance dated 19.02.1986, registered before the District Registry Office at Sonarpur and recorded in its Book No. I Vol No. 12 Pages 473 to 480, Being No 929 for the year 1986, as vendor sold, transferred and conveyed other part of the land a measuring more or less 3 Cottahs comprised in Dag Nos. 870 appertaining to Khatian Nos. 107 situate and lying at Mouza Barhans Fartabad , Pargana Medanmalla Revenue Servey No 7, J. L. No. 47, Touzi No. 109, within the limits of the Rajpur Sonarpur Municipality, Police Station Sonarpur, A. D. S. R. Sonarpur, District 24 Parganas South. in favour of Mrs. Kalpana Mondal .
- 4. WHEREAS, the said Mr. Manmatha Roy by a Deed of Conveyance dated 19.02.1986, registered before the District Registry Office at Sonarpur and recorded in its Book No. I, Vol No. 12 Pages 449 to 456, Being No. 926 for the year 1986, as vendor sold, transferred and conveyed the remaining part of the land a measuring more or less 1 Cottahs 9 chittaks 06 Sq. ft. comprised in Dag Nos. 870 /1763 appertaining to Khatian Nos. 292 along with another part of land measuriung more or less 1 Cottahs 0 Chittaks 12 Sq. Ft. comprised in Dag Nos. 870 /1764appertaining to Khatian Nos. 107 totalling to an area of .more or less 2 Cottahs 9 Chittaks 18 Sq. Ft. situate and lying at Mouza Barhans Fartabad , Pargana Medanmalla Revenue Servey No 7, J. L. No. 47, Touzi No. 109, within the limits of the Rajpur Sonarpur Municipality, Police Station Sonarpur, A. D. S. R. Sonarpur, District 24 Parganas South. in favour of Smt. Suniti Devi & Shri Jyotish Chandra Bhowmick.

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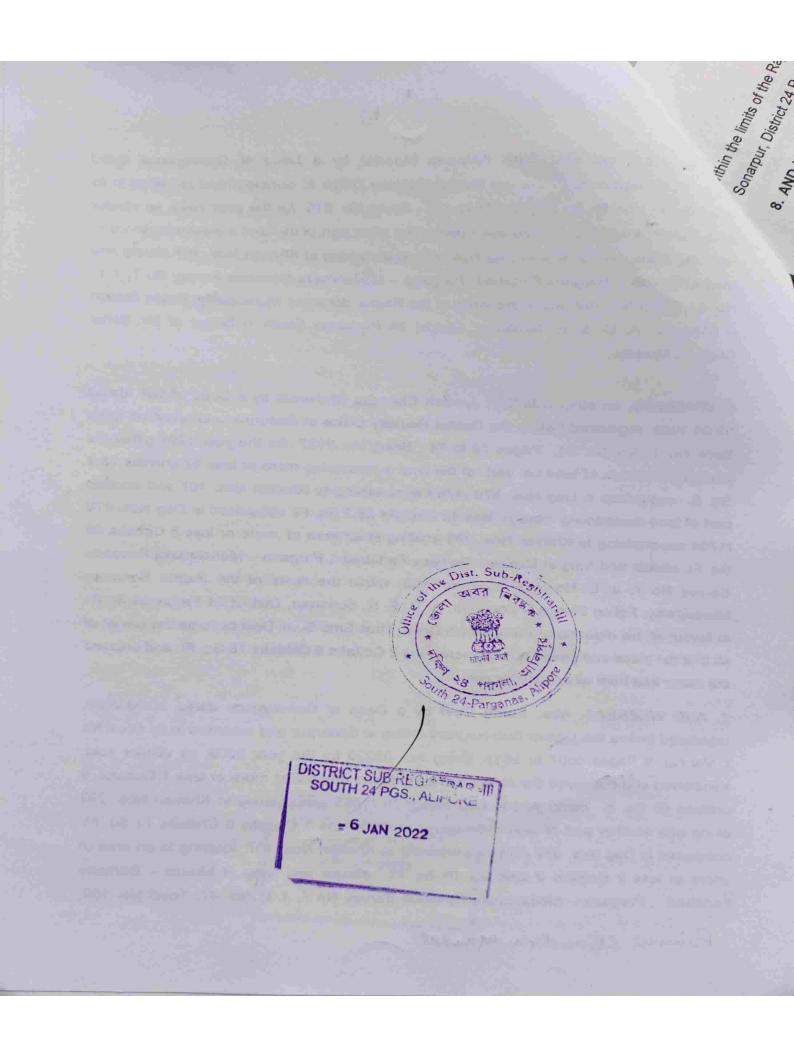


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DISTRICT SUB REGISTRAR -III SOUTH 24 PGS., ALIPORE

- 3. WHEREAS, the said Smt. Kalpana Mondal by a Deed of Conveyance dated 28.01.1989, registered before the District Registry Office at Sonarpur and recorded in its Book No. I, Vol No. 7, Pages 171 to 176, Being No. 515 for the year 1989, as vendor sold, transferred and conveyed other part of the other part of the land a measuring more or less 3 Cottahs comprised in Dag Nos. 870 appertaining to Khatian Nos. 107 situate and lying at Mouza Barhans Fartabad Pargana Medanmalla Revenue Servey No 7, J. L. No. 47, Touzi No. 109, within the limits of the Rajpur Sonarpur Municipality, Police Station Sonarpur, A. D. S. R. Sonarpur, District 24 Parganas South in favour of Mr. Bimal Chandra Mondal..
- 6. WHEREAS, on other side, Shri Jyotish Chandra Bhowmik by a Deed of Gift dated 09.04.1991, registered before the District Registry Office at Sonarpur and recorded in its Book No. I, Vol No. 24, Pages 70 to 74, Being No. 2137 for the year 1991 gifted his purchased portion of land i.e. part of the land a measuring more or less 12 chittaks 25.2 Sq. ft. comprised in Dag Nos. 870 /1763 appertaining to Khatian Nos. 107 and another part of land measuriung more or less 12 Chittaks 25.2 Sq. Ft. comprised in Dag Nos. 870 /1764 appertaining to Khatian Nos. 292 totalling to an area of more or less 8 Cottahs 06 Sq. Ft. situate and lying at Mouza Barhans Fartabad, Pargana Medanmalla Revenue Servey No 7, J. L. No. 47, Touzi No. 109, within the limits of the Rajpur Sonarpur Municipality, Police Station Sonarpur, A. D. S. R. Sonarpur, District 24 Parganas South in favour of his elder cousin Smt. Suniti Devi. Thus Smt. Sunti Devi became the owner of all that the piece and parcel of land measuring 2 Cottahs 9 Chittaks 18 Sq. Ft. and enjoyed the same free from all encumbrances.
- 7. AND WHEREAS, Mrs. Suniti Devi by a Deed of Conveyance dated 20.03.2009, registered before the District Sub-Registry Office at Sonarpur and recorded in its Book No I, Vol No. 9 Pages 5607 to 5618, Being No. 03229 for the year 2009, as vendor sold, transferred and conveyed the above mentioned land measuring more or less 1 Cottahs 9 chittaks 06 Sq. ft. comprised in Dag Nos. 870 /1763 appertaining to Khatian Nos. 292 along with another part of land measuriung more or less 1 Cottahs 0 Chittaks 12 Sq. Ft. comprised in Dag Nos. 870 /1764appertaining to Khatian Nos. 107 totalling to an area of .more or less 2 Cottahs 9 Chittaks 18 Sq. Ft. situate and lying at Mouza Barhans Fartabad, Pargana Medanmalla Revenue Servey No 7, J. L. No. 47, Touzi No. 109,

Bimal Chandra Mandal



within the limits of the Rajpur Sonarpur Municipality, Police Station – Sonarpur, A. D. S. R. Sonarpur, District 24 Parganas South in favour of Mr. Bimal Chandra Mondal.

- 8. AND WHEREAS, thus Mr. Bimal Chandra Mandal became the absolute owner of all that the piece and parcel of land measuring 8 (eight) Katha 9 (nine) Chattak 18 (eighteen) sq.ft.comprised in Mauja Barhans Fartabad, J.L No 47, R.S&L.R Khatian No 107,292. RS & LR Dag Nos. 870,870/1763, 870/1764, and mutated his name B.L.R.O and converted the total land from Sali to Bastu.
- 9. AND WHEREAS, He also mutated his name in the records of the Rajpur Sonarpur Municipality, and since then the said property came to be known and numbered as Holding No -4627, P.S Narendrapur, under ward No 29 of Rajpur Sonarpur Municipality kolkata-700084, District South 24 Parganas. The particulars of which are described in the "FIRST SCHEDULE" hereunder written and referred to as the "Said Property".
- 10. AND WHEREAS for better accommodation for himself and his family members the owner herein intended to develop the said property by constructing a B+G+ IV storied building thereon on the land thereof and entrust the said Development work to a Developer having sufficient experience, infrastructure and financial resources to undertake the Development and construct and complete the construction of the building on principally sharing the constructed areas in agreed proportion and the entire costs of construction to be borne by the Developer.
- 11. AND WHEREAS the Developer has represented himself as having sufficient experience of development of the immovable landed properties and has sufficient knowledge and expertise, finance and required infrastructure and is fully capable of developing the said property and relying on such representations the owner has agreed to entrust the development work of the said property unto the Developer and the Developer has agreed to develop the said property and invest his own funds for the said requirements and the parties have agreed to share the constructed areas of the building and the parties have also agreed to several terms and conditions as hereinafter stated.
- 12. AND WHEREAS the parties have agreed to share the constructed areas i.e. Commercial Space, Flats/Units, Car Parking Space of the building in the following manner given below.

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C.STRICT SUB REGISTRAR -III SOUTH 24 PGS., ALIPORE - 6 JAN 2022

# OWNER'S ALLOCATION

- (i) Entire ground floor of the building. (which will be Commercial as per Sanction Plan)
- (ii) Entire 1st floor of the building (which will be Commercial as per Sanction Plan)
- (iii) 2300 (Two thousand Three Hundred) sq.ft. of the 2nd floor of the building on basis of built up area. The total built up area of the 2nd floor will be 3070 sq.ft. (approx). There shall be four residential flats. The area of each flat will be 3070/4 = 767.5 sq.ft. the 3 (three) flats equal to 767x3 =2301 sq.ft. (approx). Hence the land owner will get 3 (three) flats finally of the 2nd floor with measurement of 767 sq.ft. (approx) per flat from the South-East side, North-East side and the North -West side with the measurement of 2300 sq.ft. (approx) is being allotted in favour of the land owner on the basis of built up area.
- (iv) 50% of the Basement area and equal share of the car parking at the Basement.
- (v)The vacant ground space of the North side and the east side of the building including sanctioned car parking space of the front side (North side) and the east side of the building will be under possession of the land owner absolutely and the land owner will use the same for his own purposes, the flats owners and the developer himself will not be entitled to use the vacant space of the North side and the east side of the building or they will have not any right to occupy the same space. The Land owner will be entitled to start any business legally in his Commercial and residential area. The flats owners and developer will have not any right to raise any objection of such business of the land owners.
- (vi)- The Vacant Space at the back side of the building shall be useable right of 50% of the land owner and 50% of the Developer.
- (vii)- The right of the vacant space of the west side of the building will be Common between The land owner and the developer.
- (viii)- The existing boundary wall will be demolished and the old bricks attached to the existing boundary Wall will be taken by the land owner at the time of demolishing the existing wall.

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DISTRICT SUB REGISTRAR IIII SOUTH 24 PGS., ALIPORE - 6 JAN 2022

| I) Entire 3rd floor of the building (which will be Residential as per                                                          |
|--------------------------------------------------------------------------------------------------------------------------------|
| Sanction Plan)                                                                                                                 |
| II) Entire 4th floor of the building. (which will be Residential as per Sanction Plan)                                         |
| III) 770 sq. ft.( approx) of the 2nd floor of the building on the basis of built up area from the south west corner.           |
| IV) 50% of the basement and equal share of the car parking at the basement.                                                    |
| V) The vacant space at the back side of the building shall be useable right of 50% of the developer and 50% of the land owner. |
| VI) The right of the vacant space of the west side of the building will be common between the developer and the land owner.    |
|                                                                                                                                |

The Developer shall pay total Rs. 50,00,000/- (Fifty lakhs) only as refundable security deposit with interest to the land owner by the Bank draft in the following manner:-

(i) At the time of executing this

**Development Agreement** 

Rs. 25, 00,000.00 (Twenty Five Lakhs) only

(ii) At the time of submission of the

**Building Plan** 

Rs. 25, 00,000.00 (Twenty Five Lakhs) only

The land owner shall refund the entire amount of Rs. 50, 00,000(Fifty lakhs) only along with a L.S. interest of Rs. 18,00,000.00 (Eighteen Lakhs) only i.e. the owner shall refund total Rs. 68,00,000.00(Sixty Eight Lakhs) only at the time of handing over the Possession of the land owners allocation Complete in all respects in good condition along with The completion certificate (c.c.) from The Rajpur Sonarpur Municipality.

In addition to Rs. 50, 00,000/- (Fifty lakh) only the developer shall pay Rs. 5, 00,000 (Five lakh) only to the land owner as non-refundable money without bearing interest. No adjustment will be made for these amount, it is purely non-refundable money, out of which Rs. 1, 00,000/-(One Lakh) has already been paid during signing the M.O.U and the rest of Rs. 4,00,000/-( Four Lakh) will be paid by the developer to the land owner at the time of executing the Development agreement.

AND WHEREAS, the parties have agreed to several terms and conditions as hereinafter stated by signing these presents.





NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed as follows: -

# ARTICLE - I

# DEFINITIONS

- 1. In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:-
- i) (a) "THE DEVELOPER" shall mean the said M/S ANUPAM GUHA AND ASSOCIATES, GSTIN NO 19AGJPG 0760G1ZI, a proprietorship firm, having registered office at 98, B Netaji Subhash Chandra Bose Road, Kolkata 700040, Post Regent Park, P.S- Netaji Nagar, Pin 700040, Word No-098, represented by its sole proprietor MR. ANUPAM GUHA (PAN AGJPG0760G,Aadhaar No 205540033591) S/O Late Sukha Ranjan Guha, presently residing at B-30 Survey Park P.O- Jadavpur, P.S-Survey Park, Kolkata- 700075, and permanent address is 5/17 Netaji Nagar, near Netaji Nagar College P.O. Regent Park, P.S -Netaji Nagar, Regent Park,Kolkata 700040, nature of the Trade of the firm is contractor of engineers. "hereinafter called and referred to as the "DEVELOPER" above named for the time being and his heirs, executors, administrators and legal representatives.
- (b) "THE OWNER" BIMAL CHANDRA MANDAL (PAN AEBPM5892B, Aadhaar-3913 2018 2456) son of Late Bidyadhar Mandal by faith- Hindu, by Occupation Retired Person (Government officer) by Nationality Indian, residing at 78 Garia Station Road, opposite Shahid Khudiram Metro Station, P.O Garia, P.S Narendrapur, Dist South 24 Parganas, Kolkata -700084, here in after referred to as the "LAND OWNER" and his heirs, executors, administrators, agents and assigns.
- ii) "THE PREMISES" "THE PROPERTY" THE LAND" shall mean all that land measuring Area of land- 8 (eight) Katha 9 (nine) Chattak 18 (eighteen) sq.ft. Mauja Barhans Fartabad, J.L no 47, R.S&L.R Khatian No 107,292. RS & LR Dag Nos. 870,870/1763, 870/1764, Holding No -4627,PS Narendrapur, under ward No 29 of Rajpur Sonarpur Municipality kolkata-700084, District South 24 Parganas. morefully described in the "FIRST SCHEDULE" hereunder written.

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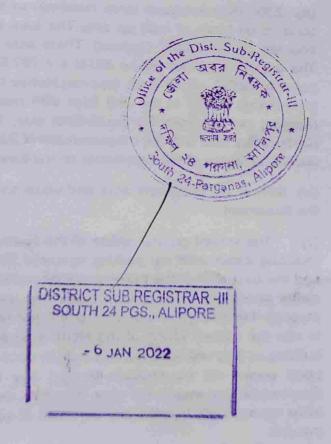


- (iii) "ARCHITECT" shall mean a duly qualified and registered Architect or firm of Architects whom the Developer may, from time to time appoint as Architect for the new building.
- (iv) "THE BUILDING PLAN" shall mean the map or plan as to be sanctioned by the The Rajpur Sonarpur Municipality for the construction of a new building on the land of the said premises.
- (v) "THE NEW BUILDING" shall mean the New Multi Storied Building to be constructed in the premises by the Developer in pursuance hereof and subject to the sanction of the The Rajpur Sonarpur Municipality.

# (vi)" THE OWNERS ALLOCATION" shall mean

- i) Entire ground floor of the building. (which will be Commercial as per Sanction Plan)
- (ii) Entire 1st floor of the building. (which will be Commercial as per Sanction Plan)
- (iii) 2300 (two thousand three hundred) sq.ft. of the 2nd floor of the building on basis of built up area. The total built up area of the 2nd floor will be 3070 sq.ft. (approx). There shall be four residential flats. The area of each flat will be 3070/4 = 767.5 sq.ft. the 3 (three) flats equal to 767x3 = 2301 sq.ft. (approx). Hence the land owner will get 3 (three) flats finally of the 2nd floor with measurement of 767 sq.ft. (approx) per flat from the South-East side, North-East side and the North -West side with the measurement of 2300 sq.ft. (approx) will be allotted in favour of the land owner on the basis of built up area.
- (iv) 50% of the Basement area and equal share of the car parking at the Basement.
- (v) The vacant ground space of the North side and the east Side including sanctioned car parking space of the front side (North side) and the east side of the building will be under possession of the land owner absolutely and the land owner will use the same for his own purpose, the flats owners and the developer himself will not be entitled to use the vacant space of the North side and the east side of the building or they will have not any right to occupy the same space. The Land owner will be entitled to start any business legally in his Commercial and residential area. The flats owners and developer will have not any right to raise any objection of such business of the land owners.

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- (vi)- The Vacant Space at the back side of the building shall be useable right of 50% of the land owner and 50% of the Developer.
- (vii)- The right of the vacant space of the west side of the building will be Common between The land owner and the developer.
- (viii)- The existing boundary wall will be demolished and the old bricks attached to the existing boundary Wall will be taken by the land owner at the time of demolishing the existing wall.
- (ix) The developer shall construct the building with adequate fire safety extinguish measures at his own cost. The Land owner shall be exempted from paying the cost of the generator, water lifting pump and installation of the electric transformer. The total cost of the generator, water lifting pump and transformer will be borne by the developer. The Developer shall have the right to recover the cost of the above mentioned expenses from the purchasers.

# (vii) "THE DEVELOPERS ALLOCATION" shall mean

- i) Entire 3rd floor of the building. (which will be Residential as per Sanction Plan)
- ii) Entire 4th floor of the building. (which will be Residential as per Sanction Plan)
- iii) 770 sq. ft.( approx.) of the 2nd floor of the building on the basis of built up area from the south west corner.
- iv) 50% of the basement and equal share of the car parking at the basement.
- v) The vacant space at the back side of the building shall be useable right of 50% of the developer and 50% of the land owner.
- vi) The right of the vacant space of the west side of the building will be common between the developer and the land owner.
- vii) The developer may start any business legally on his residential area.

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(viii) "CONSIDERATION" shall mean that The Developer shall pay total Rs. 50,00,000/(Fifty lakhs) only as refundable security deposit with interest to the land owner by the Bank draft in the following manner:-

(i) At the time of executing the

Development Agreement

Rs. 25, 00,000.00(Twenty Five Lakhs) only

(ii) At the time of submitting

the sanction Plan

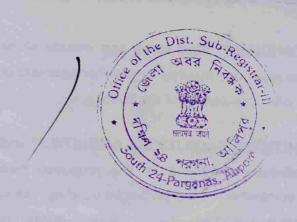
Rs. 25, 00,000.00(Twenty Five Lakhs) only

The land owner shall refund the entire amount of Rs. 50, 00,000(Fifty lakhs) only along with a L.S. interest of Rs. 18,00,000.00 (Eighteen Lakhs) only i.e. the owner shall refund total Rs. 68,00,000.00(Sixty Eight Lakhs) only at the time of handing over the Possession of the land owners allocation Complete in all respects in good condition along with The completion certificate (c.c.) from The Rajpur Sonarpur Municipality.

In addition to Rs. 50, 00,000/- (Fifty lakh) only the developer shall pay Rs. 5, 00,000 (Five lakh) only to the land owner as non-refundable money without bearing interest. No adjustment will be made for these amount, it is purely non-refundable money, out of which Rs. 1,00,000/-(One Lakh) at the time of executing the memorandum of understanding which has been already paid and the rest of Rs. 4,00,000/-(Four Lakh)will be paid by the developer to the land owner at the time of executing this Development agreement.

(ix)"COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit Owners of the proposed building for the management and maintenance of the building and the premises after completion of the building.

- (x) "COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas, facilities and installations comprised in the proposed building and the premises, after construction and completion of the proposed building, including roof, staircases, lobbies, passages, path ways, boundary walls, service areas including motor pump, electric meter, underground reservoir, overhead tanks, sewerage system and security system etc and other facilities of common use by all the owners and/or occupiers of the proposed building.
  - xii) "SALEABLE SPACE" shall mean the space in the proposed building available for independent use and occupation and common areas and the space required therefor, togetherwith the impartable and proportionate share in the land underneath the proposed building and/or the premises.



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xiii) "PROJECT" shall mean the work of development of the said property and construction and completion of the building in all respects as undertaken to be done by the Developer in pursuance hereof, till the development of the premises by construction of a building as per building plan to be sanctioned, be completed and possession of the completed Units is taken over by the Unit Owners.

xiv) "PROPORTIOINATE SHARE" with all its cognate variations shall mean such ratio, which the covered area of any Unit shall be in relation to the covered area of all the Units in the proposed building.

xv) "UNIT" shall mean any Flat, commercial or residential having a covered area in the proposed building, which is capable of being exclusively and independently owned, used and/or enjoyed by any Unit Owners and which is not the common portions.

vi) "UNIT OWNERS" shall mean any person who acquires, holds and/or owns any Unit in the proposed building and shall include the Owners and the Developer respectively and/or their respective nominee or nominees for the Units held respectively by the Owners and the Developer from time to time.

xviii) "TIME" the building shall be completed the entire constructional works of the building and hand over the possession of the land owner's allocation within 24 months from the date of the sanction of the building plan and additional 6 months grace period will be extended allowed. If the construction of the building is incomplete within 30 months from the date of the sanction of the Building plan and delay in handing over the possession of the land owner's allocation i.e., within 30 months a penalty @ Rs. 50,000 (Fifty Thousand) only per month will be paid by the Developer to the land owner upto 1 year and after that the agreement will stand cancelled.

ix) "ASSOCIATION" shall mean the Association/Society of the unit owners to be formed by them or the Developer for the purpose of maintenance and managing the affairs of the new building and the premises and for collecting and defraying the common expenses.

x)"SPECIFICATIONS" shall mean the specifications for completing the new building as stated in the SECOND SCHEDULE hereto.

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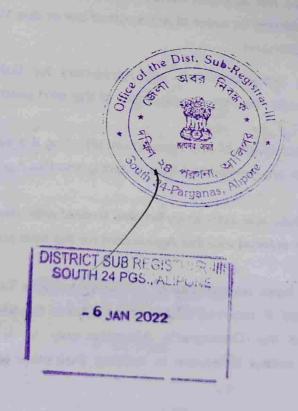
- 6 JAN 2022

xi)"THE TITLE DEED" shall mean the registered Deeds of Conveyance to be executed in favour of the prospective purchasers in respect of the said premises.

# 2. THE OWNER HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS:

- i) That the Owner is absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said property mentioned hereinabove.
- ii) That the right title and interest of the Owner in the said premises is free from all encumbrances and the Owner have a marketable title to the same.
- iii) That the entirety of the said premises mentioned hereinabove is in actual and physical possession of the Owner.
- iv) That the Owner has not received any notice for acquisition or requisition of the said premises mentioned hereinabove or any part or portion thereof under any laws for the time being in force.
- v) Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any court of law or due to Income Tax, Revenue or any other Public Demand.
- vi) That the Owner has not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said premises in favour of any other person.
- vii)That the Owner is not aware of any impediment affecting the said premises mentioned herein whereby he is in any way barred from entering into this Agreement.
- viii)That the Owner is fully and sufficiently entitled to deal with, develop and/or dispose of the land and thus have entered into this Agreement for the said purpose.
  - ix) The Owner shall have no difficulty in obtaining Income Tax clearance certificate and/or any permission if required for the completion of the transfer of the undivided proportionate share of the Developer's Allocation only in favour of the Developer and/or its nominees and/or otherwise in fulfilling their other obligations herein.

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#### ARTICLE- II

# COMMENCEMENT

- 1. This revocable agreement shall be in force from the date hereof and subsequently time may be extended during the duration of the "FORCE MAJURE".
- 2. This revocable agreement shall cease to operate only upon complete transfer and registration of all the Developer's Allocation in the proposed building by the Developer and transfer sale and delivery of entire completely constructed areas of the Owner's Allocation to the owner and/or buyers thereof as nominated by the owner and issue of a "completion certificate" by appropriate authority to be applied for and obtained by the Developer and execution and registration of sale deeds of owners' allocation in the manner as provided herein.

#### **ARTICLE-III**

#### Part - I

# **OWNERS' RIGHT & REPRESENTATION**

- 1. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises in free simple in possession and shall continue to own even if the construction work will commence and be carried on as per sanctioned plan to be obtained from The The Rajpur Sonarpur Municipality.
- 2. The said premises is free from all encumbrances and the Owner has a marketable title in respect of the said premises.
- 3.All originals, photocopies and certified copies of all the documents relating to the said property which are in possession and control of the Owner shall be kept at the land owner's Custody and the same shall be produced or shown on demand by the developer within 48 hrs notice.

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- 4. The stage of the progress of the constructional works for every 6 months shall be specifically mentioned in a separate sheet which will be treated as the part of this agreement to be strictly followed by the Developer. The land owner may appoint supervisor in case of necessary at his own cost for checking up the quality and the quantity of materials as per development agreement of the proposed building.
- 5. The Owner will give the authority or the power to the developer for the entire project as per this Development Agreement only but under any circumstances the developer will not be entitled to sell or transfer or allow possession to any purchaser, any portion of the proposed building before handing over the possession of the land owner's allocation in good condition. The power of attorney for the purpose of selling of developer's allocation only will be executed in favour of the Developer by the land owner immediately after the execution of the development agreement but the developer can execute sell deed or deliver the possession to the intending purchaser only after handing over the possession of the land owner's allocation with full and final satisfaction of the land owner which is specifically mentioned in this Development agreement.
- 6. The land owner shall refund the entire above mentioned amount of Rs. 50, 00,000(Fifty lakhs) only along with a L.S. interest of Rs. 18,00,000.00 (Eighteen Lakhs) only i.e. the owner shall refund total Rs. 68,00,000.00(Sixty Eight Lakhs) only at the time of handing over the Possession of the land owners allocation Complete in all respects in good condition along with The completion certificate (c.c.) from The Rajpur Sonarpur Municipality.

#### Part - II

# DEVELOPER'S REPRESENTATION

- The Developer is having sufficient experience in the development of landed property by constructing the buildings having residential/commercial self-contained independently useable and habitable units fully equipped with all common services, installations and utility equipments.
- The Developer has at its disposal sufficient infrastructure and arrangement for taking up the development of the said premises.

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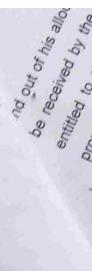


The Developer has sufficient resources to employ required money for commencing, implementing and completing the development of the property and construction of the buildings at the said premises and has all required arrangements for getting the building plan sanctioned after getting the same processed in the department of the The Rajpur Sonarpur Municipality.

#### ARTICLE- IV

### **DEVELOPER'S RIGHT**

- 1. In the premises and relying on the representations and assurances of the Developer as stated earlier in the Agreement and believing the same as correct, the Owner hereby grant subject to what has been hereunder provided, exclusive right to the Developer to develop the said Premises and construct and fully complete a building at the said premises in accordance with the new plan or plans as to be sanctioned by The The Rajpur Sonarpur Municipality and/or by any other appropriate authority with or without any amendment and/or modification and at the costs and expenses and efforts of the Developer within the time fixed for completion as stated in this Agreement unless hindered by reasons beyond control of the Developer which is specifically mentioned in the Article 9 (FORCE MAJURE)
- 2. All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from The The Rajpur Sonarpur Municipality, shall be prepared and submitted by the Developer on behalf of the Owner at the cost, responsibilities and expenses of the Developer and the Owner shall sign and execute all such plans and applications, other papers and documents in that regard as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for the preparation and processing and obtaining sanction of plan and the development of the said premises and construction and completion of the building and obtaining certificate of completion and the Owner shall have no responsibilities to bear any cost whatsoever.
- 3. It is clarified that the plan will be sanctioned with respect to the entirety of the premises described under the "FIRST SCHEDULE" hereunder written.
- 4. That the Developer shall have full right to execute any agreement for sale of the Developer's allocation for residential/commercial purposes according to his own choice





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and out of his allocation. The amounts of consideration under the said agreements shall be received by the Developer- but under any circumstances the developer will not be entitled to sell or transfer or allow possession to any purchaser, any portion of the proposed building before handing over the possession of the land owner's allocation in good condition.

#### ARTICLE - V

# **DEVELOPER'S OBLIGATIONS**

- 5. The Developer shall pay all costs of development of the said property and construction and completion of the building and rendering the same ready for habitation and occupation, running water, and availability of electricity and duly fix all installations and utilities and will construct the building as per sanctioned plan and if any deviation, addition or alteration is done in the project that should and must be regularized by the developer as per the provisions of the Rajpur Sonarpur Municipality.
- 5.1 The Developer shall use and/or cause to be used such standard building materials as shall be specified in this agreement as well as by the licensed building Surveyor or registered Architect of the Building appointed by the developer.
- 5.2The building erected, constructed and completed by the Developer shall consist of the specification provided in SECOND SCHEDULE hereunder written and all Flats/Units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings, and facilities. Under no circumstances, irrespective of any ground whatsoever, the Developer shall be entitled to claim or demand any payment of whatsoever nature from the Owner in respect of erection, construction and completion of the said building.
- 5.3 The Developer shall construct and complete the Building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable and shall construct and complete the building

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in accordance with the sanctioned plan. If any violation shall take place, the developer shall be responsible for all penalties and shall defend all actives if taken by authorities.

- 5.4All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of every type for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect, including temporary and permanent connections of water, sewerage, electricity and other amenities for the building shall be paid and borne by the Developer. And it is clearly understood that the Owner shall have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses of whatsoever type relating to and/or arising there from in any manner or of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate Electric Meters for the respective Flat/Unit shall be borne by the concerned Unit Owners and the Developer shall have no responsibility for the same.
- 5.5 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licenses, quota and other requirements for erections, construction and completion of the building in totality. All taxes and levies on Building materials, fittings and fixtures as per SECOND SCHEDULE hereunder written shall be paid and borne by the Developer.
- 5.6 The owner shall be entitled to deal with the owners allocation and enter into agreements for sale of the flats and saleable areas of the owner's allocation and for this purpose to enter into agreements thereto enjoining/including the Developer for perfecting the rights of the intending purchaser and releasing the rights of the Developer in the said Flats and saleable areas in favour of the purchasers of Flats and saleable areas of owners allocation. The consideration from the said purchasers shall be received and appropriated absolutely by the owner without any objection / dispute of the Developer.
- 5.7 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and the owner shall have no liability or responsibility for the same and the developer shall be responsible for the consequences arising therefrom in all respect and shall at all point of time keep the Owner indemnified for the same and against all consequences.

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DISTRICT SUB RÉGISTRAR -III SOUTH 24 PGS., ALIPORE

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2.8 Notwithstanding anything contained or stated herein, all labourers, workers, supervisors contractors and other employees or persons by whatever definition employed engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded and deemed as Developer's employees or workmen and the Owner shall have no concern and privities of any kind with them and shall not be responsible or liable for meeting any obligations in any manner whatsoever in that regard.

The Owner shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection construction and completion of the Building or any part thereof and only the Developer shall be answerable and responsible for the same. The Developer shall be duty bound to complete the Owners' allocated portion in all respect including water and sewerage, electric connections as well as common areas and facilities and make the same fully habitable for user as per law within within 24 months from the date of the sanction of the building plan and additional 6 months grace period will be extended allowed. The Developer will start the construction works within 15 (Fifteen) days from the date of sanctioning of the building plan. Otherwise this development agreement and the power of Attorney will be treated as cancelled. If the construction of the building is incomplete within 30 months from the date of the sanction of the Building plan and delay in handing over the possession of the land owner's allocation i.e., within 30 months a penalty @ Rs. 50,000 (Fifty Thousand) only per month will be paid by the Developer to the land owner upto 1 year and after that the agreement will stand cancelled.

- 5.9 The Developer agrees to pay the municipal taxes and land revenue from the date of taking the possession of the land hereof upto the time of possession/registration of the individual flats whichever is earlier. Also the Electric bills from the date of taking possession will be cleared by the Developer upto the time of taking new connections in the newly constructed flats.
- 5.10 The developer will remain under the positive obligation to put the owner in possession at first after that only he will become eligible to put any third party into the possession of any portion/unit out of the project. In this context it must be clearly mentioned here that the developer will remain fully eligible to enter into Agreement for Sale in respect of the developer's allocation and to receive the consideration amount as settled thereof and the prospective purchasers of the same will become entitled to apply for loan from any Bank/Financial Institutions without having any further no objection/consent from the owner.

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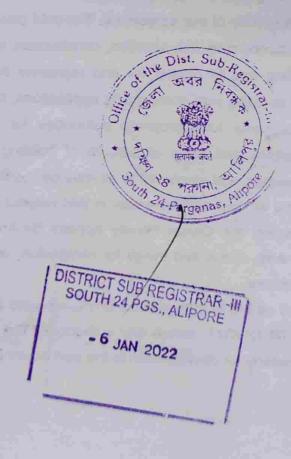
11 The developer will ensure that the building shall be confirmed to Class-I Standard building in all respect and will be made with best materials and provide Sufficient Facilities.

#### ARTICLE - VI

#### OWNERS' OBLIGATIONS

- 5.12 The Owner shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be lawfully permissible from time to time for all or any permissions, consent, sanction or license required under the law in connection with or relating to or connected with the construction erection and completion of the said building or as may be required from time to time for completion of the said building.
- 5.13 To provide the Developer with appropriate power which relates to the construction and completion of the said building and the said power shall remain subsisting and in force during the subsistence and validity of this agreement. The said power shall be granted in favour of the Developer in connection with sanction, construction, erection completion of the newly proposed building and to appear for and represent the Owners before all concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses and other allocations of building materials and/or for connections of water, sewerage and electricity or as may be required from time to time, in accordance with law and all cost and expenses in that respect shall be borne by the Developer and in that respect the Owner hereby appoint Sri Anupam Guha herein as his Attorney to do all the acts, deeds and things for completion of the said proposed building at the said premises.
- 5.14 The Owner has cleared all the Municipal rates and taxes upto 2021-22 financial year and B.L.R.O taxes upto 08.12.2021, before any authority till the date of handing over possession of the said property for development to the said developer.

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#### ARTICLE- VII

5.15 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities and installations to be provided for and/or at the said building and the roof of the said building shall always remain common, impartible, indefeasible and undivided. The roof shall be accessible by all flat holders as per the provisions of building rules of Rajpur Sonarpur Municipality.

#### **ARTICLE-VIII**

#### **MISCELLANEOUS**

- "Principal" to "Principal". The Owner and the Developer have entered into this Agreement purely as a Contract and nothing contained herein shall be deemed to construe or constitute as Partnership between the Owner and the Developer or an Association of persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owner or creating any right title or interest in respect hereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same subject to the terms and conditions of these presents. This agreement is entered into by the owner with the developer reasonably for the reasons and consideration stated herein in this agreement.
- 5.17 The Owner shall hand over peaceful and vacant possession of the said land to the Developer and thereafter the developer will get the Building Plan sanctioned by appropriate authority. The said possession of the said premises along with the rights of the Developer to develop the said premises by virtue of these presents and/or in pursuance hereof shall not be obstructed or disputed or challenged or disturbed by the Owner provided the Developer shall carry on with the project in terms of this agreement duly maintaining and keeping the progress of the development and construction work going on so that the construction in all respect can be completed and the building can be made ready for occupation and habitation with all fittings and fixtures, amenities, installations, electricity, water, sanitation etc. made available.

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- outstanding or liability in respect of the premises pertaining to the period prior to the date of this Agreement is found, in such event, without prejudice to the Developer's other rights herein and/or under the law the Developer in consultation with the Land Owner to settle and clear such disputes and if any finance is required for settlement of such disputes then such amount will be borne by the Developer.
- 5.19 It is understood that from time to time to facilitate the construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done, executed and performed and for which the Developer may require adequate powers and authorities from the Owner and for such matters the Owner shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the Owner and or be contrary to the terms and contiditions stipulations contained in this present agreement or against the spirit thereof.
- 5.20 Until the Management/Association or body of Flat owners is formed, the said building shall be managed and maintained by the Developer and after handing over the Owners' Allocation the maintenance charges would be borne and paid by the Developer or his nominees in respect of the areas of the developer's allocation and likewise such charges would be borne by the owner or his nominees in respect of the areas of the owner's allocation. The rules and regulations for such management and maintenance body shall be such as may be duly agreed by the Owner and the Developer or their nominees.
- 5.21 The certificate of the Architect relating to completion of construction/development and the costs incurred therefore shall be final and borne by the Developer.
- 5.22 Completion certificate from the Rajpur Sonarpur Municipality is to be duly obtained by the Developer at his resources and efforts no sooner the building shall be ready for habitation and all requirements and fee for the same shall be done and paid by the developer.

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#### ARTICLE - IX

#### **FORCE MAJURE**

The parties hereto shall not be considered to be liable for any obligation to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJURE" which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, general strike, and/or any other act beyond the control of the Developer and the work shall remain suspended during the period of the "FORCE MAJURE".

### FIRST SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

All that the piece and parcel of land measuring Area of land- 8 (eight) Katha 9 (nine)Chattak 18 (eighteen) sq.ft. be the same a little more or less situated and lying at Mouza - Barhans Fartabad, J.L no - 47, RS & LR Dag Nos. - 870,870/1763, 870/1764 corresponding to R.S&L.R Khatian No - 107,292 within the jiridiction of Rajpur Sonarpur Municipality, being Holding No -4627, under ward No - 29 P. S – Now Narendrapur then Sonarpur, Kolkata-700084, District South 24 Parganas., which is butted and bounded as follows:

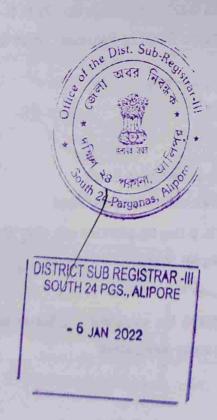
ON THE NORTH: 45" wide Garia Station Road
ON THE EAST: 12 ft 3 inch wide Municipality Road

ON THE SOUTH : Part of R. S Dag No 870/1764 with 10 ft. Common Passsage

ON THE WEST : R. S Dag No : 869

OR HOWEVER OTHERWISE the same may be butted and bounded and known numbered called described and/or distinguished

by and



# THE SECOND SCHEDULE ABOVE REFERRED TO SPECIFICATION OF WORK

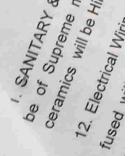
## (MANNER OF COMPLETION OF THE NEW BUILDING)

Construction to be made according to the plan and advice of the architect and equipment, fittings and fixtures to be installed and provided in the building shall be of standard quality materials and it includes the following: -

#### Construction Will Be Made With-

- 1. Tata steel, ultra tech cement, No.1 picket Bricks,
- 2. All Casting to be made with full course sand pure 5/8 Stone,
- 3. R.C.C column to be made with proportion of Cement, full course sand and pure 5/8 stone store 1:1: 2 (M. 200/250 grade cement) and other casting will be made with the proportion of cement 1: Sand 1½: Stone 3.
- 4. All brick work of the outside wall will be made with medium course Sand of 5:1cement mortar with 8 "Thick.
- 5. Partition wall to be made with 5" thick with medium course sand 4:1 cement mortar.
- 6. All walls shall be plastered with medium course Sand with 5: 1 Cement mortar with 1/2" thick and the ceiling will be plastered with 1: 4 cement mortar with ½" thickness.
- 7. The floor of the commercial and of the flats area will be finished with 15mm slab marbles with Lemon color as per Land owner choice and the open space will be finished with Standard paver block.
- 8. Inside/outside walls will be finished with Birla Putty and the only outside walls will the coloured.
- 9. Necessary Shutters, Gates, Partition Walls, Office Rooms, Toilets, etc. at commercial area will be provided by the developer as deem fit as per land owner's choice, Exterior glass for the commercial area will not be provided by the developer.
- 10. The height of the main doors and the Windows of the flats will be 7 ft and 4ft 6 inch. respectively along with gamer Wooden palla with 38.109 mm thick with 4"\*2.5" thick and malayasia sal wooden frame and the partition doors will be of phenol bond plywood & pasting with Seggon Tick ply.

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- 11. SANITARY & PLUMBING: All C.P.V.C pipe shall be of Ashirbad make.All P.V.C shall be of Supreme make. All the sanitary fittings will be the quality such as ESCO.The ceramics will be Hindware Company.
- 12. Electrical Wiring All the internal wiring shall be concealed, all switches bearer of M S fused with the walls acrylic coverall switches of good quality shall be provided, each bathroom shall be provided with 2 light points +1 fan points +1.5 amp plug point +1 night lamp point + each drawing and dining room shall be provided with 2 light point + 2 fan points+ 1 point for refrigerator+ 1 T V point + 1 calling bell point. Each kitchen shall be provided with 1 light point + 1 plug point (5 amp)+ 1 exhaust fan point. Each balcony shall be provided with 1 light point.(all modular type)That the developer shall arrange and get main supply meter in the said premises with its own costs, each flat owner shall bear the cost and expenses for gating personal electric meter as well as transformer charge if applicable. Beyond the specification mentioned above any extra work cost born by the flat owners as per that time present market value. All the bed rooms and hall rooms shall be provided with 1 A.C point and all switches shall be modular type from Havel's/ finolex company.

#### **INTERNAL FINISH OF WALLS**

All internal walls and ceiling /living/drawing/bedrooms/kitchen/bathroom and baloney shall be finished with plaster with putti and common areas be provided with 2 coats of Birla Putty.

### **EXTERNAL PAINTS**

All external walls be painted with 2 coats of acrylic paints.

12. Lift: LASER ELEVATORS PVT. LTD - 6 (Six) passengers.

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DISTRICT SUB REGISTRAR -III SOUTH 24 PGS., ALIPORE

- 6 JAN 2022

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

# SIGNED AND DELIVERED

at Kolkata in presence of

#### WITNESSES

1. Delo Kumar Gongopadhyay IPS (Retd.)
769 Madwedaha,
Purbayan Abasan,
P.O. E.K.T.P.
Kolkata - 700/07

Binnal Chandon Mandal SIGNATURE OF THE OWNER

2. Pradip Kumar Sarxar 3/0 Late Bean Krieshna Sarxar. Garia Sation Road, Kalitala P. O Garia, P.S Navendra Pur Kol Kullo-84

SIGNED AND DELIVERED

at Kolkata in presence of

WITNESSES

SIGNATURE OF THE DEVELOPER

Impar file

1. Sasanka kumallandy
Uttan panchpota
Garia, P.S. Narndragen
Kolkala-700152

DRAFTED BY: -

S.K. Shame

Advocate WB/1397/95

AliporePoliceCourt

Kolkata - 700027.



DISTRICT SUB REGISTRAR -III SOUTH 24 PGS., ALIPORE

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#### MEMO OF CONSIDERATION

Received from the above mentioned purchasers the abovementioned sum of Rs. 5,00,000/- (Rupees Five Lakhs) only, in the following manner:-

| SL. No. | Cheque No | Date       | Bank  | Branch     | Amount      |
|---------|-----------|------------|-------|------------|-------------|
| 1.      | 270489    | 01.11.2021 | P.N.B | Tollygunge | 1,00,000.00 |
| 2.      | 336537    | 30.12.2021 | P.N.B | Tollygunge | 4,00,000.00 |
|         | 7 69      |            | TOTAL |            | 5,00,000.00 |

#### (Rupees Five Lakhs) Only

IN PRESENCE OF

WITNESSES: -

1. Delo Kumar Gangopadhyay, IPS (Retd.)
769 Madwrdaha
Pwrbayan Abasan,
P.O. E. K.T.P.
Kolkata-700107 Binal

Binal Woundry Mandal

SIGNATURE OF THE OWNER

2. Bradip Keimar Sarkar.

3/0 Lale Brankvieshna Sarkar.

Garia Station Road, Kalitale

P.O. Garia

P.S. Narendra Pur

Kollado - 84



DISTRICT SUB REGISTRAR -III SOUTH 24 PGS., ALIPORE

- 6 JAN 2022



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|------------|--------------|--------------|---------------|--------------|--------------|
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|            | Thumb        | First Finger | Middle Finger | Ring Finger  | Small Finger |
| Right Hand |              |              |               |              |              |

Name Ampan Ficha
Signature Jan Jan Jel.

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

Name Binal Chandra Mondal
Signature Binal Chandra Mondal

рното

| Small Finger |
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| Name | <br> |  |
|------|------|--|
|      |      |  |

Signature .....



DISTRICT SUB REGISTRAR -III SOUTH 24 PGS., ALIPORE

- 6 JAN 2022



BAR COUNCIL OF WEST BENGAL

(A body constituted under the Advacate Act, 1981)

2 & 3, Kiran Sankar Ray Read. City Civil Court Building, 7th Fl., Kal - 700 001

Phone: 2248-8959, 2248-7233, 2230-5771, Tele Fax: 2248-7233

Email: westbengalbarcouncil@gmail.com
Website: www.wbbarcouncil.org

NAME : SURYA KANT SHARMA. Advocate

Father's/Husband's Name Shyam Nath Sharma

(ARUN KUMAR SARKAR) Chairman Executive Committee

(ASIT BASU) Chairman



S. K. Shanns

|                      | Card No D- 633/                 |
|----------------------|---------------------------------|
| Recorded on the Roll | P-55 Usha Park, Brahmapur.      |
| Address Recorded 3.1 | P.O Garia, Kolkata- 700 084     |
| Present Address      | <u>Do</u>                       |
|                      | 1397 / 1995                     |
| Enrolment No. WB /   | Date of Birth                   |
| Dated31.07.1995      | Mm/                             |
| Date. 24.04.2015     | Secretary / Assistant Secretary |





#### भारत सरकार GOVERNMENT OF INDIA



বিমল চন্দ্ৰ মন্ত্ৰ Bimal Chandra Mondal জন্মভাৱিখ/ DOB: 01/01/1951 গুরুষ / MALE



3913 2018 2456

াবার-সাধারণ মানুষের অধিকার

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Mandal



#### भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

#### ठिकानाः

S/O: বিদ্যাধর মওল, 78, গড়িয়া স্টেশন রোড, কালীতলা, রাজপুর সোনারপুর (এম), দক্ষিণ ২৪ পরগনা, পশ্চিম বঙ্গ – 700084

#### Address:

S/O: Bidyadhar Mondal, 78, GARIA STATION ROAD, KALITALA, Rajpur Sonarpur (M), South 24 Parganas, West Bengal - 700084

3913 2018 2456

Aadhaar-Aam Admi ka Adhikar



# स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AEBPM5892B



BIMAL CHANDRA MANDAL

पिता का नाम /FATHER'S NAME BIDYADHAR MANDAL

जन्म तिथि /DATE OF BIRTH 01-01-1951

हस्ताक्षर /SIGNATURE

On 26/6/78

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर दें संयुक्त आयकर आयुक्त(पद्धति एवं तकनीकी), पी-7, चौरंगी स्क्वायर, कलकता - 700 069.

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

Calcutta- 700 069.





আমার আধার, আমার পরিচয়

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#### তারতার দার্লিট জারিচ্যু-প্রাধিকরণ Unique Identification Authority of India

তিকান: এমাও মুধ্ রাজন গুরু 5/17, নেতাড়ী শগর, নিয়াবেশভারী নদর কলের, রিমেট গার্ক, রেশকান্তা, রিমেট নার্ব, পাক্তর বন্ধ, 700040 Address; S/O: Sukha Ranjan Guna, 5/17, NETAJI NAGAR, NEAR NETAJI NAGAR COLLEGE, Regent Park, Kolkata, Regent Park, West Bengal, 700040

2055 4003 3591







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# Major Information of the Deed

| , ad No:                                   | I-1603-00132/2022                                                                      | Date of Registration                                                                         | 06/01/2022               |
|--------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------|
| Juery No / Year                            | 1603-2002794826/2021                                                                   | Office where deed is re                                                                      | egistered                |
| Query Date                                 | 31/12/2021 1:40:12 PM                                                                  | 1603-2002794826/2021                                                                         |                          |
| Applicant Name, Address<br>& Other Details | Moumita Mondal<br>48 Ishan Mitra Lane, Rajpur,Thana<br>BENGAL, PIN - 700149, Mobile No | Sonamur District South 9                                                                     | 04-Pamanas WEST          |
| Transaction                                |                                                                                        | Additional Transaction                                                                       |                          |
| [0110] Sale, Development A<br>agreement    | Agreement or Construction                                                              | [4305] Other than Immo<br>Declaration [No of Decla<br>than Immovable Propert<br>25,00,000/-] | ration: 2], [4311] Other |
| Set Forth value                            |                                                                                        | Market Value                                                                                 |                          |
| Rs. 3/-                                    | The second second                                                                      | Rs. 1,77,76,120/-                                                                            |                          |
| Stampduty Paid(SD)                         |                                                                                        | Registration Fee Paid                                                                        |                          |
| Rs. 40,021/- (Article:48(g))               |                                                                                        | Rs. 25,053/- (Article:E, E                                                                   |                          |
| Remarks                                    | Received Rs. 50/- (FIFTY only ) farea)                                                 | rom the applicant for issuing                                                                | the assement slip.(Urba  |

#### Land Details:

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Barhans Fartabad, Premises No: 4627, , Ward No: 29 Jl No: 47, Pin Code: 700084

| Sch | Plot<br>Number  | Khatian | Land<br>Proposed | Use   | Area of Land                   | SetForth<br>Value (In Rs.) | Market<br>Value (In Rs.) | Other Details          |
|-----|-----------------|---------|------------------|-------|--------------------------------|----------------------------|--------------------------|------------------------|
| L1  | RS-<br>870/1763 | RS-292  | Bastu            | Bastu | 1 Katha 9<br>Chatak 6 Sq<br>Ft | 1/-                        |                          | Property is on<br>Road |
| L2  | RS-<br>870/1764 | RS-107  | Bastu            | Bastu | 1 Katha 12<br>Sq Ft            |                            |                          | Property is on Road    |
|     | 010/1101        | TOTAL : |                  |       | 4.2694Dec                      | 2/-                        | 53,56,124 /-             |                        |

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Barhans Fartabad, , Ward No: 29, Holding No:4627 Jl No: 47, Pin Code: 700084

| Sch | Plot<br>Number | Khatian | Land<br>Proposed | Use   | Area of Land | SetForth<br>Value (In Rs.) | Market<br>Value (In Rs.) | Other Details       |
|-----|----------------|---------|------------------|-------|--------------|----------------------------|--------------------------|---------------------|
|     | RS-870         | RS-107  | Bastu            | Bastu | 6 Katha      | 1/-                        | 1,24,19,996/-            | Property is on Road |
|     | Grand          | Total:  |                  |       | 14.1694Dec   | 3 /-                       | 177,76,120 /-            |                     |

d Lord Details :

### Name, Address, Photo, Finger print and Signature

Name Mr BIMAL CHANDRA MANDAL

Son of Late BIDYADHAR MANDAL

Executed by: Self, Date of Execution: 31/12/2021 , Admitted by: Self, Date of Admission: 06/01/2022 ,Place

: Office





**Finger Print** 

Birnal Chandra Mandal

06/01/2022

Signature

78, Garia Station Road, City:- Rajpur-sonarpur, P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AExxxxxx2B, Aadhaar No: 39xxxxxxxx2458, Status :Individual, Executed by: Self, Date of Execution: 31/12/2021

, Admitted by: Self, Date of Admission: 06/01/2022 ,Place : Office

Developer Details: Name, Address, Photo, Finger print and Signature SI No 98 B N.S.C.BOSE, Block/Sector: Regent Park, City:-, P.O:- REGENT PARK, P.S:-Patuli, District:-South 24-ANUPAM GUHA AND ASSOCIATES Parganas, West Bengal, India, PIN:- 700040, PAN No.:: AGxxxxxx0G, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:

| Name                                                                                                                                                  | Photo             | Finger Print | Signature     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|---------------|
| Mr ANUPAM GUHA (Presentant) Son of Late SUKHARANJAN GUHA Date of Execution - 31/12/2021, , Admitted by: Self, Date of Admission: 06/01/2022, Place of |                   |              | fruspam fule- |
| Admission of Execution: Office                                                                                                                        | Jan 6 2022 2:55PM | LTI          | 06/01/2022    |

5/17 NETAJI NAGAR, City:- , P.O:- REGENT PARK, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx0G, Aadhaar No: 20xxxxxxxxx3591 Status : Representative, Representative of : ANUPAM GUHA AND ASSOCIATES (as SOLE PROPRIETOR)

Mer Details : Photo Finger Print Signature SKSHARMA OR OF ME S N SHARMA on of MI P.O. ALIPORE, P.S. Alipore, S.K. Shanna pistrict:-South 24-Parganas, West Bengal, India, PIN:- 700027 06/01/2022 Identifier Of Mr BIMAL CHANDRA MANDAL, Mr ANUPAM GUHA

|        | 111111111111111111111111111111111111111 |                                        |
|--------|-----------------------------------------|----------------------------------------|
| Transf | fer of property for L1                  |                                        |
| SI.No  | From                                    | To. with area (Name-Area)              |
| 1      | Mr BIMAL CHANDRA<br>MANDAL              | ANUPAM GUHA AND ASSOCIATES-2.59188 Dec |
| Trans  | fer of property for L2                  |                                        |
| SI.No  | From                                    | To. with area (Name-Area)              |
| 1      | Mr BIMAL CHANDRA<br>MANDAL              | ANUPAM GUHA AND ASSOCIATES-1.6775 Dec  |

To. with area (Name-Area)

# Land Details as per Land Record

Transfer of property for L3

MANDAL

Mr BIMAL CHANDRA

SI.No From

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Barhans Fartabad, Premises No: 4627, , Ward No: 29 Jl No: 47, Pin Code: 700084

ANUPAM GUHA AND ASSOCIATES-9.9 Dec

| Sch<br>No | Plot & Khatian<br>Number                      | Details Of Land                                                                                                | Owner name in English as selected by Applicant |
|-----------|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------|
|           | RS Plot No:- 870/1763, RS<br>Khatian No:- 292 |                                                                                                                |                                                |
| L2        | RS Plot No:- 870/1764, RS<br>Khatian No:- 107 | la de la companya de | IR Road: Garia Station Road, Mouza:            |

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Barhans Fartabad, , Ward No: 29, Holding No:4627 Jl No: 47, Pin Code: 700084

| Sch | Plot & Khatian Number                    | Details Of Land | Owner name in English as selected by Applicant |
|-----|------------------------------------------|-----------------|------------------------------------------------|
|     | RS Plot No:- 870, RS Khatian<br>No:- 107 |                 |                                                |

06-01-2022

# ertificate 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 (a) of Indian Stamp Act 1899

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

presented for registration at 13:43 hrs on 06-01-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,77,76,120/-

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

Execution is admitted on 06/01/2022 by Mr BIMAL CHANDRA MANDAL, Son of Late BIDYADHAR MANDAL, 78, Road: Garia Station Road, , P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Retired Person

Indetified by Mr S K SHARMA, , , Son of Mr S N SHARMA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 06-01-2022 by Mr ANUPAM GUHA, SOLE PROPRIETOR, ANUPAM GUHA AND ASSOCIATES (Sole Proprietoship), 98 B N.S.C.BOSE, Block/Sector: Regent Park, City:-, P.O:- REGENT PARK, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700040

Indetified by Mr S K SHARMA, , , Son of Mr S N SHARMA, P.O: ALIPORE, Thana: Alipore, , 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 25,053/- ( B = Rs 25,000/- ,E = Rs 21/- ,H = Rs 28/-, M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 25,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/01/2022 12:00AM with Govt. Ref. No: 192021220152186541 on 01-01-2022, Amount Rs: 5,021/-, Bank: Punjab National Bank ( PUNB0010000), Ref. No. 353123308 on 01-01-2022, Head of Account 0030-03-104-001-16 Online on 06/01/2022 2:26PM with Govt. Ref. No: 192021220156494741 on 06-01-2022, Amount Rs: 20,032/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS4672203 on 06-01-2022, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no AL3412, Amount: Rs.100/-, Date of Purchase: 04/12/2021, Vendor name: AMAL KR SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/01/2022 12:00AM with Govt. Ref. No: 192021220152186541 on 01-01-2022, Amount Rs: 39,921/-, Bank: Punjab National Bank ( PUNB0010000), Ref. No. 353123308 on 01-01-2022, Head of Account 0030-02-103-003-

Online on 06/01/2022 2:26PM with Govt. Ref. No: 192021220156494741 on 06-01-2022, Amount Rs: 0/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS4672203 on 06-01-2022, Head of Account

Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 1603-2022, Page from 22742 to 22781 being No 160300132 for the year 2022.



Digitally signed by DEBASISH DHAR Date: 2022.01.18 15:39:56 +05:30 Reason: Digital Signing of Deed.

Shan

(Debasish Dhar) 2022/01/18 03:39:56 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)