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I-686/21

भारतीय गैर न्यायिक

बीस रुपये

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Rs.20

TWENTY RUPEES

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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... that the document is authentic  
... ation, the signature sheets and  
... endorsement sheets attached with  
... document are part of this document

District Sub-Registrar-IV  
Registrar U/S 7 (3) of  
Registration 1908  
Alipeta, South 24 Parganas

- 3 FEB 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 11<sup>th</sup> day of December 2020  
BETWEEN SRI TANMOY LAHIRY alias TANMOY LAHIRI, son of Late  
Somendra Mohan Lahiry alias Somendra Lahiri, an adult Indian citizen, by faith Hindu,

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by Occupation - Service, having Income Tax PAN ACZPL4575E, Aadhaar No. 824474923299 and presently residing at Municipal Premises No. 45/4D, Narayan Chandra Chowdhury Road, corresponding to its mailing address of 45/4/D, N.C. Chowdhury Road, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042, hereinafter called and referred to as the “**OWNER**” (which expression shall unless excluded by or repugnant to the subject or context shall mean and include his successors in interest and assigns) of the **ONE PART**

**AND**

**R. S. PROJECTS**, a partnership firm, having its office at 138, K. N. Sen Road, Police Station - Kasba, Post Office – Kasba, Kolkata – 700 042, having Income Tax PAN AAOFR3929D and duly represented by the four partners namely (1) **SRI RAJ KUMAR GUPTA**, son of Sri Murari Prasad Gupta, an adult Indian citizen, by faith – Hindu, by occupation – Business, having Income Tax PAN AHZPG5425H, Aadhaar No.551044859796 and presently residing at 138, K. N. Sen Road, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042 (2) **SRI SANTOSH SHAW**, son of Sri. Lakhan Lal Shaw, an adult Indian citizen, by faith – Hindu, by occupation – Business, having Income Tax PAN BMEPS3928Q, Aadhaar No.956711808125 and presently at residing 14, Swinhoe Lane, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042 (3) **SRI SANDIP KUMAR SHAW**, son of Sri. Lakhan Lal Shaw, an adult Indian citizen, by faith – Hindu, by occupation – Business, having Income Tax PAN BMQPS7714G, Aadhaar No. 536336705520 and presently at residing 14, Swinhoe Lane, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042 and (4) **SRI RAJA PRASAD SHAW**, son of Late Kashi Nath Shaw, an adult Indian citizen, by faith – Hindu, by occupation – Business, having Income Tax PAN BMQPS7715H, Aadhaar No. 654110651744 and presently residing at 3, K.N. Sen Road, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042, hereinafter called and referred to as “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context shall mean and include each of their successors in interest and assigns) of the **OTHER PART**:

**WHEREAS: -**

A. The terms in these presents shall unless contrary or repugnant to the Context mean and include the following: -

1. **ARCHITECTS** shall mean such architect or architects and or firm of architects whom the Developer shall, from time to time appoint as architect or architects for all the construction purpose of the project;
2. **BUILDING** shall mean Ground plus four storied building (proposed) to be constructed at the said Premises, as per the Plans to be sanctioned and/or approved by the Kolkata Municipal Corporation and/or other authority or authorities for the purpose of the construction of the building or buildings at the said Premises;
3. **COMMENCEMENT** of this Project shall mean the date of signing this Agreement.
4. **COMMON EXPENSES** shall mean and include all expenses to be incurred exclusively by the unit owners of the said Premises for the management and the maintenance of the said Premises, hereafter defined;
5. **COMMON PORTIONS** shall mean all the common areas and installations comprised in the said Premises after the completion of the development, more fully described in the "**Third Schedule**" hereunder written;
6. **CORPORATION** shall mean the Kolkata Municipal Corporation and shall also include the Kolkata Metropolitan Development Authority and other concerned authorities having authority to recommend, comment upon, approve and/or sanction the plans;
7. **COVERED AREA** shall mean the entire covered area to be sanctioned by the Corporation and shall include the plinth area of the units including the plinth area of the bathrooms, balconies and open terrace, if

any, appurtenant thereto and also the thickness of the walls (externals or internals) and pillars and the area of the common portions **PROVIDED THAT** if any wall be common between the two units, then  $\frac{1}{2}$  (one half) of the area under such wall shall be included in such unit; ✓

8. **LAND** shall mean the land comprised in the Municipal Premises No. 45/4D, Narayan Chandra Chowdhury Road, corresponding to its mailing address of 45/4/D, N. C. Chowdhury Road, Police Station – Kasba, Kolkata 700042 and presently comes under the limits of Municipal Ward No. 091 of The Kolkata Municipal Corporation, having Assessee No. 21-091-13-0023-0.
9. **OWNER** shall mean **SRI TANMOY LAHIRY alias TANMOY LAHIRI**, son of Late Somendra Mohan Lahiry alias Somendra Lahiri, presently residing at 45/4D, Narayan Chandra Chowdhury Road, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042, including his heirs, successors in interest and assigns;
10. **OWNER'S ALLOCATION :-** Owner shall be entitled to entire First Floor and one self-contained independent residential 2 BHK flat at the back side of the third floor, the area of which shall be equivalent to 50%, be the same or a little more or less, of the total floor area of the Third Floor and one open car parking space under the roof at the ground floor of the proposed building and one open to sky car parking space at the ground level of the proposed building to be constructed as per the building plan to be sanctioned by the Kolkata Municipal Corporation and as per the specification mentioned in the **Second Schedule** hereunder written and undivided proportionate share in the land, as be attributable to the constructed area under owner's allocation, contained in the Premises Together With undivided share in the Common areas, amenities and facilities made available in the New Building, more fully described in the **Third Schedule** below.
11. **OWNER'S MONETARY CONSIDERATION :-** Apart from the above allocation under Owner's allocation the Owner shall be entitled to

get a sum of Rs.18,50,000/- (Rupees eighteen lakh fifty thousand) only as monetary consideration to be to be paid by the Developer to the Owner in the following manner :-

- (1) Rs.6,50,000.00/- (Rupees Six Lakh fifty thousand) only shall be paid at or before the execution of this Agreement.
- (2) Rs.10,00,000.00/- (Rupees Ten Lakh) only shall be paid after receiving the sanction of the building Plan of the proposed building.
- (3) Rs.2,00,000.00 (Rupees Two lakh only ) only shall be paid after completion of second slab casting .

12. **DEVELOPER** shall mean **R. S. PROJECTS**, a partnership firm, having its office at 138, K. N. Sen Road, Police Station - Kasba, Post Office – Kasba, Kolkata – 700 042, duly represented by the four partners namely (1) **SRI RAJ KUMAR GUPTA**, son of Sri Murari Prasad Gupta, presently residing at 138, K. N. Sen Road, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042 (2) **SRI SANTOSH SHAW**, son of Sri. Lakhan Lal Shaw, presently at residing 14, Swinhoe Lane, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042 (3) **SRI SANDIP KUMAR SHAW**, son of Sri. Lakhan Lal Shaw, presently at residing 14, Swinhoe Lane, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042 and (4) **SRI RAJA PRASAD SHAW**, son of Late Kashi Nath Shaw, presently residing at 3, K.N. Sen Road, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042, which includes their and each of their respective representatives, successors in interest and assign.

13. **DEVELOPER'S ALLOCATION :-** The Developer shall be entitled to entire second floor and fourth floor of the proposed ground plus four storied building and 2 BHK flat at the front side of the third floor of the said proposed building, the total area of which shall be equivalent to 50%, be the same or a little more or less, of the total floor area of the third floor of the proposed building and one self-contained independent flat/unit at the back side of the ground floor of the proposed building and all the car parking space and other constructed spaces, excluding the

common bathroom and owner's car parking spaces under Owners' Allocation as stated above, together with the undivided, impartible proportionate share in the land contained in the said Premises Further Together With undivided proportionate right title and interest in the common areas, amenities and facilities made available in the New Building to be constructed as per the building plan to be sanctioned by the Kolkata Municipal Corporation and as per the specification mentioned in the **Second Schedule** hereunder written and undivided proportionate share in the land contained in the Premises as be attributable to the constructed areas under developer's allocation Together With undivided share in the Common areas, amenities and facilities made available in the New Building, more fully described in the **Third Schedule** below.

14. **TEMPORARY ACCOMMODATION AND DEMOLITION** : - The Developer herein shall arrange for one 3 BHK residential unit for temporary accommodation of the owner herein and the said shifting charges and monthly rent of the particular residential unit shall be paid by the developer for the period from the date of delivery of khas actual physical possession of the said Premises by the Owner herein to the developer herein till the date of delivery of possession by Second party to the First party herein and the Developer shall be entitled to all the debris due to demolition of the existing building and structure of the said premises.
15. **PLANS** shall mean plan or plans of the building to be prepared by the architect(s) for the construction of the Building or buildings to be approved and or sanctioned by the Corporation and shall include all amendments and improvements, modifications and alterations thereof as be permissible under the Rules of the Corporation;
16. **PREMISES** shall mean the Municipal Premises No. 45/4D, Narayan Chandra Chowdhury Road, Police Station – Kasba, Kolkata 700042, now within the limit of the Municipal Ward No.91 of the Kolkata Municipal Corporation, having assessee No. 21-091-13-0023-0, more fully described in **PART –I** of the

**First Schedule**, hereunder written and shall also include the land other structures and or the building, wherever the context permits;

17. **PROPORTIONATE** with all its cognate variations shall mean such ratio of the Covered Area of any unit or units in relation to the Covered Area of all the units in the building;
18. **UNIT** shall mean any flat or covered area in the Building which is capable of being exclusively owned, used and or enjoyed by any unit owner and which is not the Common Portion;
19. **UNIT OWNER** shall mean any person who acquires, holds and or owns and or agrees to acquire, hold and or own any unit in the building and shall include the Owner and the Developer for the unit or units held by them from time to time;

**NOTE: -**

1. Words importing **SINGULAR NUMBER** shall include **PLURAL NUMBER** and vice-versa;
  2. Words importing **MASCULINE GENDER** shall include **FEMININE GENDER** and vice-versa and similarly words importing **NUTER GENDER** shall also include **MASCULINE GENDER** and **FEMININE GENER**;
- B.** The Owner is sole and absolute owner of the said Premises and has agreed to take part in this joint development of this Premises for construction of a New Building thereon and she/he with his such intention of development of the said Premises approached the Developer and after that the Owner being satisfied with the credentials of the Developer and the terms and conditions set fourth herein has agreed to enter into this Agreement and have made these representations to the Developer which are as follows: -
1. The Owner is the sole and absolute Owner of the said Premises, more fully described in **PART -I** of the **FIRST SCHEDULE** hereunder written, free from all encumbrances and devolution of title of the owner is described in **PART -II** of the **FIRST SCHEDUJLE** hereunder written ;

2. Physical possession of the said Premises is with the Owner till the date of execution of this Agreement.
3. No person or persons other than the Owner has any right of occupancy, easement or otherwise on the said Premises or any part there of and/or there is no trespasser and or occupier in the said Premises.
4. There is no suit, litigation or legal proceeding pending in respect of the said Premises or any part of the said Premises;
5. No person other than the Owner has any right, title and or interest of any nature whatsoever in the said Premises or any part of the said Premises;
6. The right, title and or interest of the Owner in the said Premises is free from all encumbrances and the Owner has a marketable title thereto;
7. No part of the said Premises has been or is liable to be acquired under the Urban Land (Ceiling and Regulation) Act, 1976 and or under any other Law and no proceeding has been initiated or is pending in respect thereof;
8. The said Premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and or otherwise no notice or intimation about any such proceeding have been received or come to the notice of the Owner;
9. Neither of the said Premises nor any part thereof has been attached and or is liable to be attached due to Income tax, revenue or any other public demand;
10. The Owner has not any way dealt with the said Premises whereby the right, title and interest of the Owner as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever;



11. There is no lien, impendence, attachment, debattors, trust, tombs, burial grounds and or any charge or encumbrances relating to the said Premises or any part thereof;
  12. The Owner is fully and sufficiently entitled to enter into this Agreement, as on the date of execution and/or registration of this Agreement;
- C. The representation made by the Owner mentioned above are hereafter collectively called the "**SAID REPRESENTATIONS**" and the Owner doth hereby collectively confirm that the Said Representations are true and correct;
- D. After thorough searching of the Owner's representation and being satisfied about the representations made by owner hereinabove are true and correct, the Developer has agreed to develop the Premises by completing the Project as on the terms and conditions mentioned herein;

**NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED** as follows:-

1. The Owner has appointed the Developer as the Developer of the Premises and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the Premises shall be in the following manner: -
  - a) All original title deeds and other relevant papers in respect of the said Premises excluding the original Building Plan to be sanctioned by the Corporation shall remain in the custody of the Owner and the Owner shall produce such title deeds and other papers to such persons as may be time to time required for the development of the said Premises.
  - b) Simultaneously with the execution hereof, The Developer, as attorney of the Owner, and for and on behalf of the Owner, shall take steps to ascertainment of actual physical possession of the land of land of the said Premises by properly butting and bounding the same and at the same time also take the initiatives to get letter of intimation (LOI) from KMC regarding the outstanding liabilities of the Owner in respect of the

said Premises and after due ascertainment of the actual location of the land of the said Premises and due payment of all outstanding liabilities of the KMC by the Owner, the Developer shall cause the Plans of the said Building to be prepared and deposit the same on behalf of the Owner, before sanctioning authority or authorities for approval and/or sanction of the same and will complete the whole process within 5 (five) months from the date of execution of this Agreement.

- c) The Owner shall be entitled to inspect any kind of the project work at any reasonable time during the construction of the Project either by himself or through any of his representative(s) and if any defects and or deviation is found and or detected by the Owner and or his representatives then the Developer shall remove such defects and or deviation at their own costs and expenses. But after completion of 1 year (one year ) and due notice thereof by the Developer to the Owner, the Owner shall not be entitled to raise any kind of dispute regarding the construction of the Project and or other related matter of the Project. It is further clarified that after duly servicing of the notice of completion of the Project and the notice for the shifting of the Owner, it would be deemed that the Project has been duly constructed and completed by the Developer and after the expiry of the period of shifting of the Owner, it would be deemed that the due delivery of possession of the unit comprised in Owner's Allocation has duly been done by the Developer to the Owner, whether the actual physical possession of the said units have been taken by the Owner or not. The Developer, after due service of the above stated notice upon the Owner, shall be relieved from the entire liability of Developer for completion of the Units under Owner's Allocation in the said Building and their shifting thereof. Be it mentioned here that the Developer before serving the notice will supply the Completion Certificate of the building.
- d) All applications, plan or plans, papers and documents requires to be deposited or submitted by the Developer for the approval and or sanction of the Plan or plans and or for the development of the project

shall be prepared by the Developer at Developer's own costs and expenses and the Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan or Plans for the construction of the said Building or buildings to be constructed at the said Premises.

- e) At any time after the execution of this agreement, the Developer shall have the right and shall be entitled to enter into the said Premises and to do all preparatory works, as may be necessary for the Project.
- f) **SUBJECT TO** force majeure and reasons beyond the control of the Developer, the Developer shall, within a period of 24 (twenty four) months from the date of sanction of the proposed building plan to be sanctioned by the KMC or delivery of khas actual undisputed uninterrupted possession of the said Premises by the Owner to the developer, whichever is later, complete construction of the building at the said Premises at Developer's own costs and expenses as per the Plans sanctioned by the Kolkata Municipal Corporation and/or any other appropriate authority. Vacant and peaceful possession of the Units and spaces comprised in the Owner's Allocation under this Agreement shall be delivered to the Owner in habitable condition as per the particulars mentioned in the "**SECOND SCHEDULE**" hereunder written and the Developer shall issue proper possession letter in this respect to the Owner..
- g) In case the Developer fails to complete the Building and to deliver possession of the Units of the Owner's Allocation to the Owner within the period stipulated in Clause 2(f) hereinbefore, then in such event the Developer shall be entitled to have a further extension of time of 6 (six) months from the date of expiry of the stipulated period of completion of this project as stated herein. In case the Developer fails to complete the project within the stipulated period of completion including the extended period of completion then the Developer shall be bound to pay a sum of Rs.5,000/- (Rupees five thousand) only per month for the period of delay in completing the project and delivery of the flats and space, comprised in Owner's Allocation to the Owner as described herein and

shall also pay the rent of the temporary accommodation of the owner for the delayed period.

- h) The Developer shall construct the said Building or buildings in the manner as be permissible under the Building Regulations and By-laws of the Kolkata Municipal Corporation and in conformity with the Plans;
- i) The Developer shall make their best effort to complete the construction of the building within the period as stated herein as per building plan sanctioned by The Kolkata Municipal Corporation and/or any other appropriate authority.
- j) Without first providing the Owner's Allocation to the Owner complete in all respect and habitable under the law as well as completion of the Common Portion, facilities and areas as per the specifications provided in these presents and in the Plans or otherwise as may be mutually agreed upon in writing, the Developer shall not be permitted to and/or entitled to grant and/or give possession or permit possession of its allotted portions (Developer's Allocation) mentioned hereto or any part thereof in manner whatsoever.
- k) The Owner shall be entitled to deal with, sell, transfer and grant lease and/or in any manner dispose off the Owner's Allocation for which no further consent of the Developer shall be required and the Owner shall be entitled to receive, realize and collect all sale proceedings, rents, issues and profits arising there from and the Developer shall be liable to deliver and transfer the Owner's Allocation or any portion of it to the Owner and/or his transferees(s) or nominee(s).
- l) Subject to the above restrictions and conditions contained herein, the Developer shall be entitled to enter into any contract or agreement relating to the Developer's Allocation and/or any portion or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with the law and the Owner shall execute necessary indenture into and in favour of the Developer and/or its

nominee(s) and shall cause the same to be registered in accordance with law and admit execution thereof, provided however, all costs, charges and expenses of the required value of stamp duty, registration fee and other expenses of or incidental thereto are paid and borne by the Developer and/or its nominee(s) as the case may be provided the Developer will strictly follow the provisions of clause 2(g).

3. The Owner shall be bound to answer and comply with all requisitions made by the advocate of the Developer for establishing the title of the Owner to the said Premises and shall make out a marketable title but notwithstanding the same, the Owner shall remain liable to rectify all latent defects in the title, if any.
4. The Developer shall be entitled to occupy and use the said Premises of the Project **SUBJECT TO** the terms and conditions of this Agreement, for the duration of the Project. The Developer shall be entitled to use the said Premises for setting up a temporary site office and or quarters for watch and ward and other staffs and shall further be entitled to put up board and signs advertising the project and post watch and ward staffs.
5. In connection of the aforesaid, it is agreed and clarified as follows: -
  - a) The Developer shall cause such changes to be made in the plans as the architects may approve and/or as shall be required by the concerned authorities, from time to time. The Owner Shall consider and accept the same without any delay or default and conditions, if the same is valid and tenable in the eye of law, provided such changes shall not cause any financial liabilities upon the Owner herein and such changes will not jeopardise the Owner's Allocations in any manner .
  - b) The Developer shall pay the Municipal rates and taxes and electricity bills from the date of taking possession of the said Premises till the date of completion of the Project as well as handing over the Owner's allocation to the owner as per terms of this Agreement.
  - c) Upon being inducted into the said Premises, the Developer shall be at liberty to do all works as be required for the Project and to utilize the

existing electricity and water in the Premises. The Developer shall have the right to obtain temporary connection of the utilities for the Project and the Owner shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.

- d) All costs, charges and expenses for the construction of the said Building or buildings and or the development of the said Project Save as otherwise mentioned herein, shall be borne and paid by the Developer exclusively.
6. The Owner shall be solely and exclusively entitled to the units comprised in the Owner's Allocation in the said Building only and the Developer shall be solely and exclusively entitled to the Developer's Allocation in the said Building only.
7. The flats/units of the Owner's Allocation shall be constructed by the Developer for and on behalf of the Owner at its own cost and the units of the Developer's Allocation shall be constructed by the Developer for and on behalf of the Developer and/or the Developer's nominee or nominees or assignee or assignees.
8. The Owner and the Developer shall be entitled absolutely to their respective units and shall be at liberty to deal therewith in any manner they deem fit and proper. They will also be at liberty to enter into agreements for sale of their respective units **SAVE THAT** as in so far as the same relates to Common Portions for their respective units (as described in the **THIRD SCHEDULE** hereto), Common Expenses and other matters of common interest. The Owner and the Developer shall adopt the same covenants and restrictions.
9. The Owner shall be entitled to all monies that be received from the unit Owner of the units comprised in Owner's Allocation whether the same be by way of earnest money, part consideration, construction costs, sale price and or otherwise and the Developer shall be entitled to all such monies receivable in respect of the units comprised in Developer's Allocation.

10. The Owner, after taking possession of the Owner's Allocation, shall, from time to time, sell and convey to the Developer and or to Developer's nominee or nominees or assignee of assignee, undivided proportionate share in the land contained in the said Premises, attributable to the Developer's Allocation and the consideration for the same shall be the cost of construction of the unit of Owner's Allocation, to be constructed at the said Building at the said Premises and no other amount shall be payable to the Owner for such transfer.
11. The entire cost of registration of the conveyances of the Developer's Allocation or any part thereof, shall be borne and paid by the intending purchaser or purchasers of such flat/units only.
12. It is further clarified as follows: -
- a) The Developer shall arrange the electricity connection for the said Building including the unit of the Owner's Allocation and all unit owner, except the Owner herein, shall reimburse the Developer, proportionately, the total amount of expenditure to be incurred and deposits to be kept to obtain electricity from the CESC Limited, or otherwise for their respective units.
  - b) During the period from completion of the said Building to the formation of society or association or managing committee for the management or maintenance of the said Buildings, the Developer shall maintain and manage the same in accordance such rules as may be framed by the Advocate of the Developer in association with the unit owners of the said Building which shall be in conformity with laws and by-laws of the other buildings containing ownership flats. All the unit Owners of the said Building shall comply with the said rules and or regulations and shall proportionately pay all costs, charges, expenses and outgoing in respect of the maintenance and management of the said Building.
  - c) The Developer shall, after completion of the Project, provide necessary helps to the Owner and other occupants of the said Buildings to form a society or association or any other organization as the case may be, to be

formed by the unit owners of the said Building, for the common purposes and the unit owners shall be made the member of such organization. After the formation of any such association or society or committee or any other form of organization for the management and maintenance of the said Building independently and or collectively, the Developer shall hand over the management and maintenance of the said Building at the said Premises to the said society or association or any other form of organization as mentioned herein above.

- d) If so required by the Developer, the Owner shall join and or cause such person or persons as may be necessary to join as necessary parties in any document, conveyance and or any other document of transfer that the Developer may enter into with any person who desires to acquire units comprised in the Developer's Allocation and similarly, the Developer shall join in respect of the unit of the Owner's Allocation in the said Building.
- e) The Developer shall abide by all the laws, by-laws and regulations of the Government, local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and or breach of any laws, by-laws, rules and regulations. After completion of construction of building, the Developer at its costs and expenses shall obtain Completion Certificate from the Kolkata Municipal Corporation relating to the said new building shall handover photocopy of the same to the Owner.
13. The Owner, through registered Power of Attorney, shall grant such power or authority to the Developer concerning this project, for Developer's doing the various works envisaged hereunder, including entering into agreements for sale and execution of Conveyance of the units comprised in Developer's Allocation and to receive all amount in pursuance thereof and/or construction of the Building and/or portion thereof..
14. The Developer and/or the said Attorney shall indemnify and keep the Owner indemnified in respect of all costs, expenses, damages, liabilities, claims and or



proceedings arising out of any act done in pursuance of the Powers or authorities to be so granted and will as in respect of all costs, expenses, damages, liabilities, and/or proceedings arising out of the construction of the building.

15. The Owner shall give such co-operation to the Developer and sign papers, confirmation and or other authorities as may be reasonably required by the Developer, from time to time, for the Project.
16. In case of any encumbrance relating to the title or ownership of the Owner is found on the Premises, and then in such event the Owner shall be liable to remove the same at his own costs and expenses. In case the Owner does not do so then the Developer shall be at liberty to do so and recover the costs from the Owner.
17. The Owner undertakes to indemnify and keep the Developer indemnified against any loss that may incur as a result of any defect in the title of the Owner in the said Premises.
18. In case any of the Parties hereto commit any default in fulfillment of their obligations contained herein, then and in such event the other party shall be entitled to file Suit for specific performance and or damages **SUBJECT TO** the other provisions of this Agreement.

### THE FIRST SCHEDULE

#### Part -I

#### (PREMISES)

**All That** piece or parcel of <sup>Kasba</sup> land, measuring 2 Cottahs 8 Chitaks 9 Sq. ft, be the same or a little more or less, together with an old two storied residential building thereon, having 1560 sq. ft super built up area, be the same or a little more or less, in each floor totalling to 3120 Sq. ft., super built up area, be the same or a little more or less, with cemented flooring being Municipal Premises No. 45/4D, Narayan Chandra Chowdhury Road, corresponding to it mailing address of 45/4/D, N.C. Chowdhury Road, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042, and presently comes under the

Municipal Ward No. 091 of The Kolkata Municipal Corporation, having Assessee No. 21-091-13-0023-0 and butted and bounded as follows:

- On The North** : By Municipal Premises No.33,34/A, and 33/B,  
R. K. Ghosal Road.
- On The South** : By Municipal Road being Narayan Chandra Chowdhury  
Road
- On The East** : By Municipal Premises No. 45/3C, Narayan Chandra  
Chowdhury Road
- On The West** : By Municipal Premises No. 45/5E, N. C. Chowdhury  
Road.

**PART -II**

**(DEVOLUTION OF TITLE)**

1. One Smt. Kalpana Ghosh, wife of Late Prabir Ghosh, then resided at 45/4D, Narayan Chandra Chowdhury Road, corresponding to it mailing address of 45/4/D, N.C. Chowdhury Road, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042, was sole and absolute owner of All That the piece or parcel of land, measuring 2 Cottahs 8 Chitaks 9 Sq. ft, be the same or a little more or less, together with a two storied building thereon, having 1560 sq. ft super built up area in each floor totalling to 3120 Sq. ft., super built area, be the same or a little more or less, with cemented flooring being Municipal Premises No. 45/4D, Narayan Chandra Chowdhury Road, corresponding to it mailing address of 45/4/D, N.C. Chowdhury Road, Police Station – Kasba, Post Office – Kasba, Kolkata – 700 042., District South 24 Parganas and presently comes under the limits of Municipal Ward No. 091 of The Kolkata Municipal Corporation, having Assessee No. 21-091-13-0023-0.
2. Said Smt. Kalpana Ghosh, during her use and enjoyment of the said property, by virtue of a registered Deed of Sale, dated- 12<sup>th</sup> day of July, 2002, duly registered at the office of the District. Sub-Registrar-III, Alipore, South 24 Parganas, and recorded in Book No. I, Volume No. 10, at Pages from 3156 to 3184, Being No. 02567, for the year 2003, sold, conveyed and transferred one residential unit being the entire ground floor of the said Building, measuring

1560 Sq.ft. super built up area, be the same or a little more or less, which is equivalent to 1300 Sq. ft covered area, be the same or a little more or less, consisting of 3 bedrooms, 1 Kitchen, 1 bath/Privy, 1 Verandah, with cemented flooring to Smt Sucharita Lahiri, the donor herein.

3. In the above referred circumstances, said Smt. Sucharita Lahiri, the Donor herein has become the sole and absolute owner of the said self-contained independent residential unit, being the entire ground floor of the said two storied building, having covered area of 1300 (one thousand three hundred), sq. ft., be the same or a little more or less, which is equivalent to 1560 Sq. ft super built up area, be the same or a little more or less, together with the undivided proportionate right, title and interest in the land of the said Premises and undivided proportionate right, title and interest in the common areas, common passages, amenities and facilities at the said Premises, being Municipal Premises No. 45/4D, Narayan Chandra Chowdhury Road, Kolkata – 700042, presently comes under the limits of Municipal Ward No. 091 of The Kolkata Municipal Corporation.
4. The Owner herein is the sole and absolute owner of the first floor of the building at the said premises which he by virtue of a Will, Dated 4th January 2003 duly executed by said Smt. Kalpana Ghosh, in his favour of the Owner herein and duly probated by the competent Court of law vide Probate Case No. 48 OF 2006 (L/A).
5. Subsequently said Smt. Sucharita Lahiri, the mother of the Owner herein by virtue of a deed of Gift, dated 27<sup>th</sup> July 2020 duly registered at the office of the ARA-III Kolkata, and recorded in book No. I, Volume no. 1903-2020, at pages from 137759 to 137782, Being No. 190302771, for the Year 2020. Gifted her aforementioned property in favour of the owner herein
6. In the above referred circumstances the owner herein has become the sole and absolute owner of the said Premises, more fully and particularly described in **PART – I** of the **FIRST SCHEDULE** hereinabove written.

**SECOND SCHEDULE****(SPECIFICATION OF THE BUILDING)**

|                                      |    |   |
|--------------------------------------|----|---|
| <b><u>Nature Of Structure:</u></b> - |    | Building with R.C.C. foundation, R.C.C. structure and R.C.C. roof all in conformation with the specification of the existing and applicable Building Rules;   |
| <b><u>Brick Work</u></b>             | :- | External wall : 200 mm. thick 1st class bricks with cement mortar (1:6);  |
| <b><u>Partition Wall</u></b>         | :- | 75mm./125mm. thick 1st class bricks with cement mortar (1:6/1:4) internal walls with proper plaster finish.   |
| <b><u>Plaster</u></b>                | :- | Wall plaster : outside surface 18 mm. thick (1:6) cement mortar, ceiling plaster 6mm thick (1:4) cement mortar, proper chipping will be made before wall and ceiling plaster & finish with JK or Birla Wall Putty.  |
| <b><u>Doors</u></b>                  | :- | All door frame make with sal wood & door will be flash door including the main door with one side teak finish, All doors will have door stopper, buffer, bolt from inside, handle peep outside etc. (Godrej lock fitting in main door with collapsible Gate)                        |
| <b><u>Windows</u></b>                | :- | Aluminium Sliding window with decorative box grill.   |
| <b><u>Floor</u></b>                  | :- | Floor of all rooms. bed rooms, drawing -cum -dinning, kitchen, toilet, balcony, verandah etc. will be of vitrified tiles (2'X2') of reputed make like Johnson etc. Staircase will also be of marble finish and other service areas in the ground floor & roof will be tiles finish. |
| <b><u>Water Reservoirs</u></b>       | :- | There will be at least 2 reservoirs of adequate capacity 1 at under ground and other will be  |

overhead. The underground reservoir will be brick built and the over head reservoir will be of R.C.C. in proportion of 1:1/1:5:3 ratio;

**Drainage** :- Necessary water drainage connection as per the rules framed by Kolkata Municipal Corporation with good quality material rain water pipe with at least 4 inches dia made of PVC;

**Sanitary Fittings In Toilet**

**And W.C.** :- The following will be provided: - Western style commode with low cistern, Hot & Cold line at main toilet and in W.C. together with concealed UPVC/ CPVC pushing pipes. All the water supply pipes shall be made of PVC. pipe with shower, 2 taps at suitable places, with stop cork, bib cock, pillar cock in C.P. brass. 1 wash basin of 18 inches to be provided at dinning space & also 1 washing machine point in suitable space .

**Kitchen, W/C & Toilet** :- By ceramic tiles finished upto a height of 6 feet at toilet and W/C and 3 feet of height at kitchen over cooking table, made of black stone covered with Black Granite with honed edges and sink made of stainless steel. Provision for exhaust fan will be provided at the kitchen and toilets;

**Electrical Wiring** :- By conceal and conduit type with good quality fire proof wire like Havells or Finolex.

**Switches** :- Piano type of any reputable brand fixed on acrylic sheet like Anchor, Havells, Philips etc.

**Electrical Points** :-

**Bed Room :-**

Light - 3 points fan – 1 point, 1 plug point for T.V., 1 point for cable wire, 1no. 15 amp point and 1 A.C. point. This is subject to negotiation by and between the parties herein

**Living/Dining:-**

Light - 2 points, fan – 1 point, plug - 1 point of 5 Amp, 1 plug point for refrigerator, and another of 15 Amp.

**Toilets:-**

Light - 1 point, plug - 1 point, one 15 Amp point.

**Kitchen:-**

Light - 1 point, fan - 1 point, plug - 2 points. one of 5 Amp and another of 15 Amp.

**Varandah/Balcony:-**

Light - 1 point,

**Calling Bell:-**

plug - 1 point of 15 Amp.

**Control Main Switch :-**

30Amp - 1No.

|                                 |    |  |
|---------------------------------|----|--|
| <b><u>Sand</u></b>              | :- | Graded course sands for concrete work and medium course sand for plaster in work etc. will be used;                      |
| <b><u>Reinforcing Steel</u></b> | :- | High yield, strength for steel (FE 415) will be used;  |
| <b><u>Stone Chips</u></b>       | :- | 20mm/12mm down washed (pacca) graded crushed sharp edged rocks will be used;   |
| <b><u>Painting</u></b>          | :- | The Building shall be painted externally with Weather coat paint and the inside of the building shall have putty finish. |
| <b><u>Lift</u></b>              | :- | 1 four passenger lift of LT Elevator or any reputed brand.   |

**THIRD SCHEDULE**

**(THE COMMON PORTION)**

**1. AREAS**

- (a) Entrance and exits to the Premises and the Building;
- (b) Boundary walls and main gate of the Premises;
- (c) Stair case, stair head room and lobbies on all the floors;
- (d) Entrance lobby, electric/utility room, water pump room, if any;
- (e) Common installations on the roof and in the ground floor and also in each floor;
- (f) Roof above the top of the floor of the Building;
- (g) The open land in the Premises, foundation columns, beams, supports, common passage, boundary walls of the Building;

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

- (a) Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit/or exclusively for the same).
- (b) Water supply system of the whole Building;
- (c) Water pump, under ground and overhead water reservoirs together with all common plumbing, installations for carriage of water (save only those are within the exclusive area of any unit and/or exclusively for its use);

**3. ELECTRICALS INSTALLATIONS:-**

- (a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any unit and/or exclusively for its use).
- (b) Lighting of common portions.
- (c) Electrical installations for receiving electricity from suppliers and meters for recording the supply.
- (d) Machineries and accessories, if any.

**4. OTHERS :-**

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the Building as are necessary for passage to and/or user of the units in common by the co-owners.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

**EXECUTED AND DELIVERED** by the **OWNER** at Kolkata in the in the presence of: -

- 1. Utham Roy  
P-33 Green Park  
Behala Kol-34

*Tammy Sahay*

- 2. Sk. Sofuddin.  
TIII/c - Mary Road Kol-18

**EXECUTED AND DELIVERED** by the **DEVELOPER** at Kolkata in the in the presence of: -

- 1. Utham Roy.

R. S. PROJECTS  
*Pisungha*  
 Partner  
*Sandhya*  
 Partner

- 2. *[Signature]*

R. S. PROJECTS  
*[Signature]*  
 Partner  
*[Signature]*  
 Partner



**RECEIPT AND MEMO OF CONSIDERATION**

The Owners, admits, acknowledges and confirms having received from time to time from the Developer a sum of Rs. 6,50,000/- (Rupees Six Lakh Fifty Thousand) only as part payment of the Total Monetary consideration of the Owner herein mentioned for the development project at the said premises herein mentioned in the following manner:-

| Sl. No. | Cheque/Draft No. | Dated      | Bank                 | Amount (Rs.) |
|---------|------------------|------------|----------------------|--------------|
| 1.      | 048433           | 19.07.2019 | Allahabad Bank       | 50,000.00    |
| 2.      | 048434           | 19.07.2019 | Allahabad Bank       | 50,000.00    |
| 3.      | 048440           | 04.09.2019 | Allahabad Bank       | 1,00,000.00  |
| 4.      | 048441           | 04.09.2019 | Allahabad Bank       | 1,00,000.00  |
| 5.      | 000115           | 17.04.2020 | Kotak- Mahindra Bank | 40,000.00    |
| 6.      | NEFT             | 25.04.2020 | Kotak- Mahindra Bank | 90,000.00    |
| 7.      | Cash             | 18.09.2020 | -----                | 6,000.00     |
| 8.      | 380606           | 10.12.2020 | Kotak- Mahindra Bank | 2,14,000.00  |

**Total :- Rs.6,50,000.00**

**Witnesses:-**

1. *Uttam Roy*  
B-33 Green Park  
Behala West-84

*Tanmay Debroy*

2. *SK. Sobiddin*  
T111/e - Mary Road Kol- 18

Drafted and prepared by me as per the data, Information and instructions provided to me by the executants of the Agreement.

*Tapan Kar*  
Tapan Kar, Advocate  
Calcutta High Court  
F154/154 of 1993

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

Name .....

Signature .....



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

Name TANMOY LAHIRY

Signature Tanmoy Lahiry

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

Name RAJ KUMAR GUPTA

Signature Raj Kumar Gupta



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












Name SANTOSH SHAW

Signature Santosh Shaw

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












Name .....

Signature .....

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

Name ..... SANDIP KUMAR SHAW

Signature *Sandip Kumar Shaw*

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

Name ..... RAJA PRASAD SHAW

Signature *Raja Prasad Shaw*

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

Name .....

Signature .....



सत्यमेव जयते

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

|  |   |  |
|--|---|--|
| Query No / Year  | 2001641693/2020   | Office where deed will be registered                               |
| Query Date   | 09/12/2020 5:01:31 AM   | Deed can be registered in any of the offices mentioned on Note: 11 |
| Applicant Name, Address & Other Details                      | Tapan Kar<br>91A, Biose Pukur Road,, Thana : Kasba, District : South 24-Parganas, WEST BENGAL, PIN - 700042, Mobile No. : 8910797806, Status : Advocate |  |
| Transaction  | Additional Transaction  |  |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 18,50,000/-]   |  |
| Set Forth value  | Market Value  |  |
| Rs. 2/-  | Rs. 1,22,49,598/-   |  |
| Total Stamp Duty Payable(SD)                                 | Total Registration Fee Payable  |  |
| Rs. 20,021/- (Article:48(g))                                 | Rs. 18,521/- (Article:E, E, B)  |  |
| Mutation Fee Payable   | Expected date of Presentation of Deed   | Amount of Stamp Duty to be Paid by Non Judicial Stamp              |
| Remarks  |   |  |

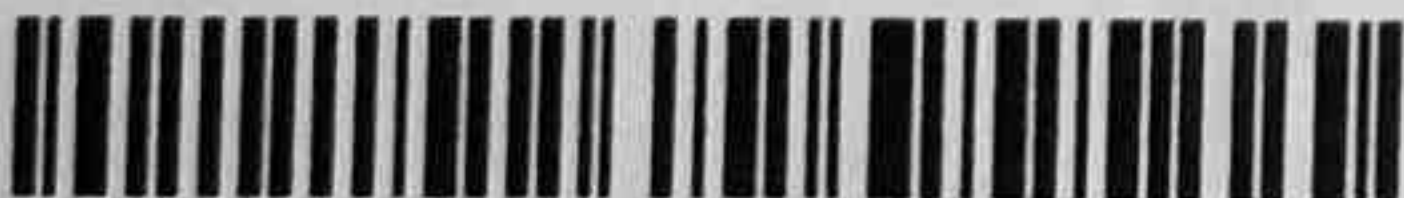
**Land Details :**

District: South 24-Parganas, Thana: Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: N. C. Chowdhury Road, , Premises No: 45/4D, , Ward No: 091, Pin Code : 700042

| Sch No                | Plot Number | Khatian Number | Land Use ROR Proposed | Area of Land                | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|-----------------------|-------------|----------------|-----------------------|-----------------------------|-------------------------|-----------------------|---------------------|
| L1                    | (RS :-)     |                | Bastu                 | 2 Katha 8 Chatak<br>9 Sq Ft | 1/-                     | 1,00,49,998/-         | Property is on Road |
| <b>Grand Total :-</b> |             |                |                       | <b>4.1456Dec</b>            | <b>1 /-</b>             | <b>100,49,998 /-</b>  |                     |

**Structure Details :**

| Sch No  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1  | On Land L1        | 3120 Sq Ft.       | 1/-                     | 21,99,600/-           | Structure Type: Structure |
| Gr. Floor, Area of floor : 1560 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 17 Years, Roof Type: Pucca, Extent of Completion: Complete   |                   |                   |                         |                       |                           |
| Floor No: 1, Area of floor : 1560 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 17 Years, Roof Type: Pucca, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>  |                   | <b>3120 sq ft</b> | <b>1 /-</b>             | <b>21,99,600 /-</b>   |                           |



Query No: 2001641693 of 2020, Printed On : Dec 9 2020 10:15AM, Generated from wbregistration.gov.in



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

686/21

GRN: 19-202021-016193522-8  
GRN Date: 10/12/2020 00:45:03  
BRN : 3073201826018  
SBI ePay txn No. : 203456242243

Payment Mode : Net Banking-SELF  
Payment Gateway SBI EPay-HDFC Retail Bank  
BRN Date: 10/12/2020 00:47:58  
SBI ePay txn Date. 10/12/2020 00:46:51

**DEPOSITOR'S DETAILS**

Name : SANTOSH SHAW Id No. : 2001641693/4/2020  
Contact No. null  
E-mail : Mobile No. +91 9830108373  
Address : 14 SWINHOLE LANE KASBA KOLKATA700042  
User Type : Others

Query Year

**PAYMENT DETAILS**

| Sl. No.             | Identification No. | Head of A/C Description                  | Head of A/C        | Amount[ ₹]   |
|---------------------|--------------------|--|--------------------|--------------|
| 1                   | 2001641693/4/2020  | Property Registration- Registration Fees | 0030-03-104-001-16 | 18521        |
| 2                   | 2001641693/4/2020  | Property Registration- Stamp duty        | 0030-02-103-003-02 | 20021        |
| <b>Total Amount</b> |                    |  |                    | <b>38542</b> |

In Words : Rupees Thirty Eight Thousand Five Hundred Forty Two Only.

**Land Lord Details :**

| SI No | Name & address   | Status     | Execution Admission Details :                |
|-------|--|------------|--|
| 1     | Shri TANMOY LAHIRY, (Alias: Mr TANMOY LAHIRI)<br>Son of Late Laxman Mohan Lahiry, 45/4D, N. C. Chowdhury Road, P.O. Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042<br>Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ACxxxxxx5E, Aadhaar No.: 82xxxxxxxx3299, Status :Individual, Executed by: Self<br>To be Admitted by: Self | Individual | Executed by: Self<br>To be Admitted by: Self |

**Developer Details :**

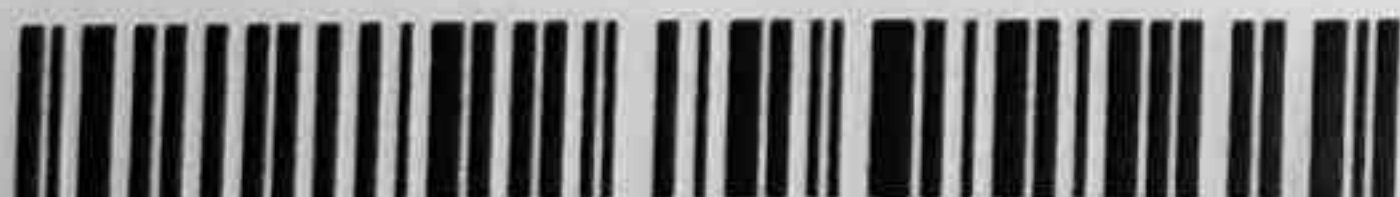
| SI No | Name & address  | Status       | Execution Admission Details : |
|-------|---|--------------|-------------------------------|
| 1     | R S PROJECTS ( Partnership Firm )<br>,138, K. N. Sen Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042<br>PAN No. AAxxxxxx9D, Aadhaar No Not Provided by UIDAI<br>Status :Organization, Executed by: Representative | Organization | Executed by: Representative   |

**Representative Details :**

| SI No | Name & Address   | Representative of         |
|-------|--|---------------------------|
| 1     | Shri RAJ KUMAR GUPTA<br>Son of Shri Murari Prasad Gupta 138, K. N. Sen Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042<br>Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHxxxxxx5H, Aadhaar No.: 55xxxxxxxx9796 | R S PROJECTS (as Partner) |
| 2     | Shri SANTOSH SHAW<br>Son of Shri Lakhan Lal Shaw 14, Swinhoe Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042<br>Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BMxxxxxx8Q, Aadhaar No.: 95xxxxxxxx8125           | R S PROJECTS (as Partner) |
| 3     | Shri SANDIP KUMAR SHAW<br>Son of Shri Lakhan Lal Shaw 14, Swinhoe Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042<br>Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BMxxxxxx4G, Aadhaar No.: 53xxxxxxxx5520      | R S PROJECTS (as Partner) |
| 4     | Shri RAJA PRASAD SHAW<br>Son of Late Kashi Nath Shaw 3, K. N. Sen Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042<br>Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BMxxxxxx5H, Aadhaar No.: 65xxxxxxxx1744      | R S PROJECTS (as Partner) |

**Identifier Details :**

| Name & address  |
|---|
| Mr Tarak Prasad<br>Son of Late Biswanath Prasad<br>14, Swinhoe Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Shri TANMOY LAHIRY, Shri RAJ KUMAR GUPTA, Shri SANTOSH SHAW, Shri SANDIP KUMAR SHAW, Shri RAJA PRASAD SHAW |



**Transfer of property for L1**

| Sl.No | From               | To. with area (Name-Area) |
|-------|--------------------|---------------------------|
| 1     | Shri TANMOY LAHIRY | R S PROJECTS-4.14563 Dec  |

| Sl.No | From               | To. with area (Name-Area) |
|-------|--------------------|---------------------------|
| 1     | Shri TANMOY LAHIRY | R S PROJECTS-3120 Sq Ft   |

**Note:**

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 08-01-2021) for e-Payment . Assessed market value & Query is valid for 30 days:(i.e. upto 08-01-2021)
3. Standard User charge of Rs. 240/-(Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:  
D.S.R. - I SOUTH 24-PARGANAS,D.S.R. - I I SOUTH 24-PARGANAS,D.S.R. - III SOUTH 24-PARGANAS,D.S.R. - IV SOUTH 24-PARGANAS,A.D.S.R. SEALDAH,D.S.R. - V SOUTH 24-PARGANAS,A.R.A. - I KOLKATA,A.R.A. - II KOLKATA,A.R.A. - III KOLKATA,A.R.A. - IV KOLKATA



## Major Information of the Deed

|  |  |                                 |            |
|--|--|---------------------------------|------------|
| Deed No :  | I-1604-00686/2021  | Date of Registration            | 03/02/2021 |
| Query No / Year  | 1604-2001641693/2020   | Office where deed is registered |            |
| Query Date   | 09/12/2020 5:01:31 AM  | 1604-2001641693/2020            |            |
| Applicant Name, Address & Other Details                      | Tapan Kar<br>91A, Biose Pukur Road,,Thana : Kasba, District : South 24-Parganas, WEST BENGAL,<br>PIN - 700042, Mobile No. : 8910797806, Status :Advocate |                                 |            |
| Transaction  | Additional Transaction   |                                 |            |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 18,50,000/-]              |                                 |            |
| Set Forth value  | Market Value   |                                 |            |
| Rs. 2/-  | Rs. 1,22,49,598/-  |                                 |            |
| Stampduty Paid(SD)   | Registration Fee Paid  |                                 |            |
| Rs. 20,041/- (Article:48(g))                                 | Rs. 18,553/- (Article:E, E, B)   |                                 |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)   |                                 |            |

### Land Details :

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: N. C. Chowdhury Road, , Premises No: 45/4D, , Ward No: 091 Pin Code : 700042



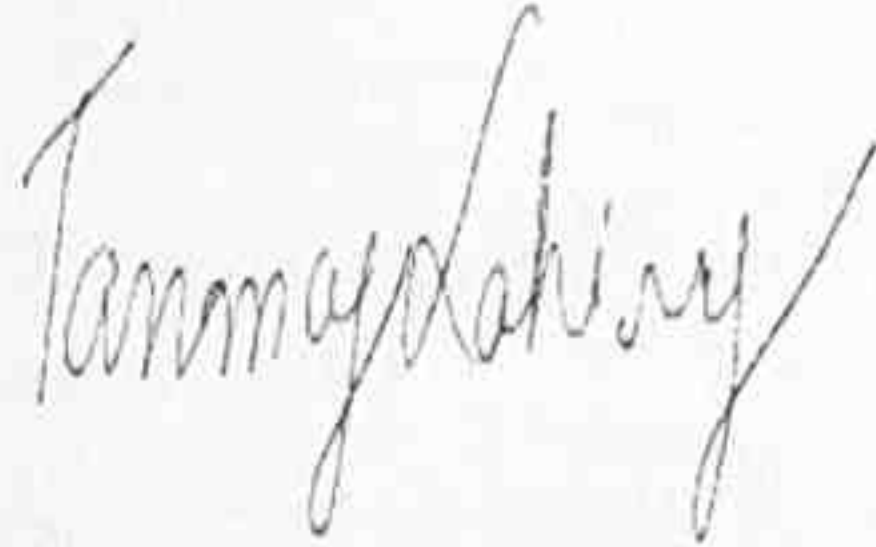
| Sch No               | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land             | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|----------------------|-------------|----------------|-----------------------|--------------------------|-------------------------|-----------------------|---------------------|
| L1                   | (RS :-)     |                | Bastu                 | 2 Katha 8 Chatak 9 Sq Ft | 1/-                     | 1,00,49,998/-         | Property is on Road |
| <b>Grand Total :</b> |             |                |                       | <b>4.1456Dec</b>         | <b>1 /-</b>             | <b>100,49,998 /-</b>  |                     |

### Structure Details :

| Sch No   | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1   | On Land L1        | 3120 Sq Ft.       | 1/-                     | 21,99,600/-           | Structure Type: Structure |
| Gr. Floor, Area of floor : 1560 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 17 Years, Roof Type: Pucca, Extent of Completion: Complete<br><br>Floor No: 1, Area of floor : 1560 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 17 Years, Roof Type: Pucca, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>   |                   | <b>3120 sq ft</b> | <b>1 /-</b>             | <b>21,99,600 /-</b>   |                           |





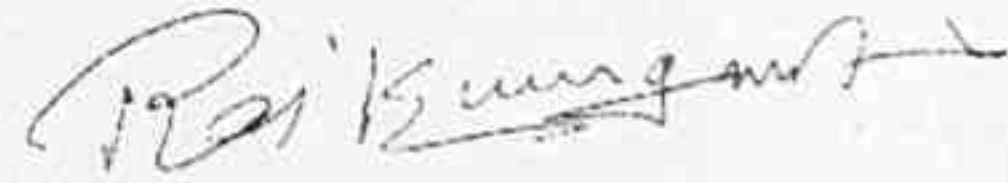
**Lord Details :**






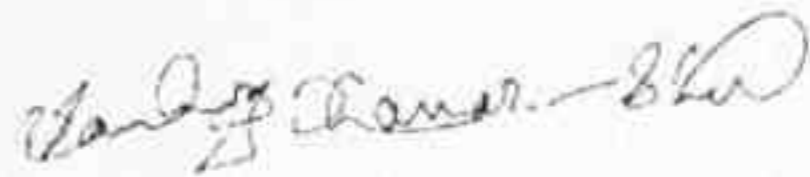


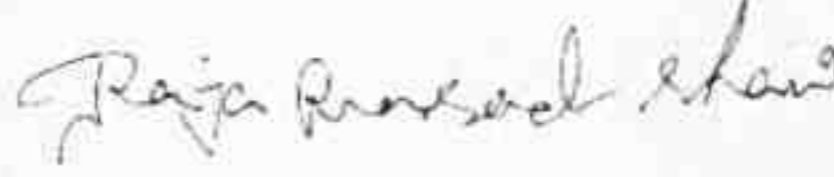
| SI No  | Name,Address,Photo,Finger print and Signature  |   |   |   |
|--|--|---|---|---|
| 1  | Name   | Photo   | Finger Print  | Signature   |
|  | <b>Shri TANMOY LAHIRY,</b><br>(Alias: Mr TANMOY LAHIRI)<br>Son of Late Somendra Mohan Lahiry<br>Executed by: Self, Date of Execution: 11/12/2020<br>, Admitted by: Self, Date of Admission: 11/12/2020 ,Place : Office |  |  |  |
|  |  | 11/12/2020  | LTI<br>11/12/2020   | 11/12/2020  |
| 45/4D, N. C. Chowdhury Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ACxxxxxx5E, Aadhaar No: 82xxxxxxx3299, Status :Individual, Executed by: Self, Date of Execution: 11/12/2020<br>, Admitted by: Self, Date of Admission: 11/12/2020 ,Place : Office |  |   |   |   |

**Developer Details :**



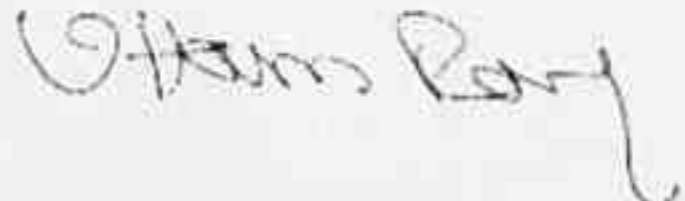
| SI No | Name,Address,Photo,Finger print and Signature  |  |  |  |
|-------|--|--|--|--|
| 1     | <b>R S PROJECTS</b><br>138, K. N. Sen Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 , PAN No.:: AAxxxxxx9D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |  |  |  |

**Representative Details :**

| SI No   | Name,Address,Photo,Finger print and Signature   |   |   |   |
|---|---|---|---|---|
| 1   | Name  | Photo   | Finger Print  | Signature   |
|   | <b>Shri RAJ KUMAR GUPTA</b><br>Son of Shri Murari Prasad Gupta<br>Date of Execution - 11/12/2020, , Admitted by: Self, Date of Admission: 11/12/2020, Place of Admission of Execution: Office |  |  |  |
|   |   | Dec 11 2020 2:22PM  | LTI<br>11/12/2020   | 11/12/2020  |
| 138, K. N. Sen Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx5H, Aadhaar No: 55xxxxxxx9796 Status : Representative, Representative of : R S PROJECTS (as Partner) |   |   |   |   |

| Name   | Photo  | Finger Print  | Signature   |
|--|--|---|---|
| <b>Shri SANTOSH SHAW</b><br><b>(Presentant)</b><br>Son of Shri Lakhan Lal Shaw<br>Date of Execution -<br>11/12/2020, , Admitted by:<br>Self, Date of Admission:<br>11/12/2020, Place of<br>Admission of Execution: Office  |    |    |    |
| Dec 11 2020 2:22PM   | LTI<br>11/12/2020  | 11/12/2020  |   |
| 14, Swinhoe Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BMxxxxxx8Q, Aadhaar No: 95xxxxxxxx8125 Status : Representative, Representative of : R S PROJECTS (as Partner)  |  |   |   |
| Name   | Photo  | Finger Print  | Signature   |
| <b>Shri SANDIP KUMAR SHAW</b><br>Son of Shri Lakhan Lal Shaw<br>Date of Execution -<br>11/12/2020, , Admitted by:<br>Self, Date of Admission:<br>11/12/2020, Place of<br>Admission of Execution: Office  |   |   |    |
| Dec 11 2020 2:23PM   | LTI<br>11/12/2020  | 11/12/2020  |   |
| 14, Swinhoe Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BMxxxxxx4G, Aadhaar No: 53xxxxxxxx5520 Status : Representative, Representative of : R S PROJECTS (as Partner)  |  |   |   |
| Name   | Photo  | Finger Print  | Signature   |
| <b>Shri RAJA PRASAD SHAW</b><br>Son of Late Kashi Nath Shaw<br>Date of Execution -<br>11/12/2020, , Admitted by:<br>Self, Date of Admission:<br>11/12/2020, Place of<br>Admission of Execution: Office   |  |  |  |
| Dec 11 2020 2:24PM   | LTI<br>11/12/2020  | 11/12/2020  |   |
| 3, K. N. Sen Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BMxxxxxx5H, Aadhaar No: 65xxxxxxxx1744 Status : Representative, Representative of : R S PROJECTS (as Partner) |  |   |   |

**Identifier Details :**

| Name   | Photo  | Finger Print  | Signature   |
|--|--|---|---|
| <b>Mr UTTAM ROY</b><br>Son of Late A N ROY<br>P 33 GREEN PARK, P.O:- BEHALA, P.S:-<br>Behala, District:-South 24-Parganas,<br>West Bengal, India, PIN - 700034 |  |  |  |
| 11/12/2020   | 11/12/2020   | 11/12/2020  |   |
| Identifier Of Shri TANMOY LAHIRY, Shri RAJ KUMAR GUPTA, Shri SANTOSH SHAW, Shri SANDIP KUMAR SHAW, Shri RAJA PRASAD SHAW                                       |  |   |   |

**Transfer of property for L1**

| Sl.No | From               | To. with area (Name-Area) |
|-------|--------------------|---------------------------|
| 1     | Shri TANMOY LAHIRY | R S PROJECTS-4.14563 Dec  |

**Transfer of property for S1**

| Sl.No | From               | To. with area (Name-Area)        |
|-------|--------------------|----------------------------------|
| 1     | Shri TANMOY LAHIRY | R S PROJECTS-3120.00000000 Sq Ft |

11-12-2020

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

Presented for registration at 14:15 hrs on 11-12-2020, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Shri SANTOSH SHAW ..

**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 1,22,49,598/-

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

Execution is admitted on 11/12/2020 by Shri TANMOY LAHIRY, Alias Mr TANMOY LAHIRI, Son of Late Somendra Mohan Lahiry, 45/4D, Road: N. C. Chowdhury Road, , P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Service

Indetified by Mr UTTAM ROY, , , Son of Late A N ROY, P 33 GREEN PARK, P.O: BEHALA, Thana: Behala, , South 24 -Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 11-12-2020 by Shri RAJ KUMAR GUPTA, Partner, R S PROJECTS (Partnership Firm), 138, K. N. Sen Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042

Indetified by Mr UTTAM ROY, , , Son of Late A N ROY, P 33 GREEN PARK, P.O: BEHALA, Thana: Behala, , South 24 -Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Law Clerk

Execution is admitted on 11-12-2020 by Shri SANTOSH SHAW, Partner, R S PROJECTS (Partnership Firm), 138, K. N. Sen Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042

Indetified by Mr UTTAM ROY, , , Son of Late A N ROY, P 33 GREEN PARK, P.O: BEHALA, Thana: Behala, , South 24 -Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Law Clerk

Execution is admitted on 11-12-2020 by Shri SANDIP KUMAR SHAW, Partner, R S PROJECTS (Partnership Firm), 138, K. N. Sen Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042

Indetified by Mr UTTAM ROY, , , Son of Late A N ROY, P 33 GREEN PARK, P.O: BEHALA, Thana: Behala, , South 24 -Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Law Clerk

Execution is admitted on 11-12-2020 by Shri RAJA PRASAD SHAW, Partner, R S PROJECTS (Partnership Firm), 138, K. N. Sen Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042

Indetified by Mr UTTAM ROY, , , Son of Late A N ROY, P 33 GREEN PARK, P.O: BEHALA, Thana: Behala, , South 24 -Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 18,553/- ( B = Rs 18,500/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 18,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/12/2020 12:47AM with Govt. Ref. No: 192020210161935228 on 10-12-2020, Amount Rs: 18,521/-, Bank: SBI EPay ( SBlePay), Ref. No. 3073201826018 on 10-12-2020, Head of Account 0030-03-104-001-16

**ent of Stamp Duty**

ified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 20/-, by  
Time = Rs 20,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 10168, Amount: Rs.20/-, Date of Purchase: 09/12/2020, Vendor name:  
Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 10/12/2020 12:47AM with Govt. Ref. No: 192020210161935228 on 10-12-2020, Amount Rs: 20,021/-,  
Bank: SBI EPay ( SBlePay), Ref. No. 3073201826018 on 10-12-2020, Head of Account 0030-02-103-003-02

*Pradipta*  
**Pradipta Kishore Guha**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - IV SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**On 03-02-2021**

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

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

*Pradipta*  
**Pradipta Kishore Guha**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - IV SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2021, Page from 68713 to 68761

being No 160400686 for the year 2021.



*Pradipta*

Digitally signed by PRADIPTA KISHORE  
GUHA

Date: 2021.03.03 17:27:41 +05:30

Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 2021/03/03 05:27:41 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)

