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Certified that the document is genuine
in registration. The Signature Sheet and
an Instrument Sheet attached to the
document are the part of the document.

Additional Deputy Sub-Registrar
Cuttack, Odisha, India

28 JUN 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 28th day of
June, Two Thousand Twenty Three (2023) of the Christian Era;

BETWEEN

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क्रमांक
 क्षेत्र नाम व मा
 ट्यांक डेन्डार हाकर
 विधान नंबर, सल्टांक सकि ए डि एन आर व
 एटि ट्यांक एन ए
 थालान नं
 ट्रेडर-बारकपुर, डेअर-मिता नर

1002
 Saamen De Long & Pappanbaldin
 110/2, Gangam Nagar Rd
 400 55

08 JUN 2023

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Pradum Halder
 8/0 Late Palaswar Halder
 134, S.S. Nagar
 Kal - 70

Adi. District Sub-Registrar
 Coimbatore, Dum Dum

28 JUN 2023

SRI PARTHA SUR (PAN: DXMPS3466Q) and (AADHAAR NO. 6082-7666-2360), son of Late Sankar Nath Sur, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 186, Gouri Nath Shastri Sarani (Shyamnagar Road), Post Office - Bangur Avenue, Police Station - Dum Dum, Kolkata - 700 055 in the District of North 24-Parganas and hereinafter referred to and called as the "**LANDOWNER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all his legal heirs, executors, representatives, administrators and/or assigns) of the **ONE PART** ;

- **AND** -

SOUMEN DE RAY AND TAPAN HALDER (PAN: AESFS7710M), a Partnership Firm of Builders, Developers and Contractors and represented by its Partners namely, (1) **Sri Soumen De Ray (Pan - AHBPD3095Q) and (Aadhaar No. 3418 6327 5228)**, son of Late Usha Ranjan De Ray and (2) **Sri Tapan Halder (Pan - ACEPH5643L) and (Aadhaar No. 3151 7609 8374)**, son of Late Kanak Halder, both by Faith - Hindu, both by Nationality - Indian, both by Occupation - Carrying on Business in Co-Partnership, having its registered Office at 110/2, Shyamnagar Road (Gouri Nath Shastri Sarani), Post Office - Bangure Avenue, Police Station - Dum Dum, Kolkata - 700 055 in the District of North 24-Parganas and hereinafter referred to and called as the "**DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all their successor or successors-in-interest, executors, representatives, administrators and/or assigns) of the **OTHER PART**.

WHEREAS :

a) One Sri Radha Raman Saha, son of Late Sashi Mohan Saha, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as a bonafide lawful recorded "Rayat" of all that piece and parcel of Plot of

land ad-measuring an area of 8 (Eight) Kattahs, 4 (Four) Chittacks and 05 (Five) Square feet be the same a little more or less and lying and situate at Mouza - Krishnapur, J. L. No. 17, R. S. No. 180, Touzi No. 228/229 comprised in C. S. Khatian Nos. 11, 7, 6, 5 (Ka), R. S. Khatian No. 811, C. S. Dag No. 2295 under Police Station - Dum Dum in the District of the then 24-Parganas, by virtue of Purchase of the same by or under a registered Deed of Sale (Bengali written Saf - Bikray Kobola) dated 08th February, 1956 corresponding to 25th Magh, 1362 B.S. from the then lawful recorded Owner thereof namely, Sri Satyaendra Nath Bhattacharjee, son of Sri Satish Chandra Bhattacharjee against Payment of valuable Consideration mentioned therein. The said Deed of Sale was registered with the Office of the Sub - Registrar at Cossipore, Dum Dum on the said 08th February, 1956 and recorded there in Book No. I, Volume No. 28, Pages - 176 to 180, Being No. 1096 for the Year 1956 of the said Office.

b) That the said Sri Radha Raman Saha, son of Late Sashi Mohan Saha, upon acquiring the absolute lawful right, bonafide interest, marketable title and peaceful physical Possession of the abovestated 8 (Eight) Kattahs, 4 (Four) Chittacks and 05 (Five) Square feet of land together with residential building and structure standing thereon in the manner stated herein before, became the Sole lawful-owner thereof and seized and possessed of the same free from all encumbrances to the exclusion of all other upon mutating his name in the Settlement Record as a bonafide "Rayat" thereof on Payment of requisite Government rents, rates and taxes there for.

c) That the said Sri Radha Raman Saha, son of Late Sashi Mohan Saha, in course of his herein above stated absolute lawful occupation and enjoyment of the said Land and Household Property free from all encumbrances to the exclusion of all other, to fulfill his Father-in-law and Grand Fatherly natural love, affection and gratitude towards his very loving, sincere and dutiful Daughter-in-law namely, Smt. Debi Chowdhurani Saha, wife of Sri Madhab Chandra Saha and the Elder

Grand Son namely, Sri Makhan Lal Saha, son of Sri Madhab Chandra Saha, decided to donate by way of absolute of Gift entirety of his said Property comprising an area of all that piece and parcel of 8 (Eight) Kattahs, 4 (Four) Chittacks and 05 (Five) Square feet of land together with residential building and structure standing thereon and lying and situate at 58 B, Shyamnagar Road, Police Station - Dum Dum in the District of the then 24-Parganas and accordingly, the said Sri Radha Raman Saha as Donor of the One Part vide execution of a registered Deed of Gift (Bengali written Daan Patra) dated 28th July, 1965 corresponding to 12th Shraban, 1372 B.S. duly donated, gifted and transferred entirety of his said land and household Property unto and in favour of his Daughter-in-law namely, Smt. Debi Chowdhurani Saha, wife of Sri Madhab Chandra Saha and the Elder Grand Son namely, Sri Makhan Lal Saha, son of Sri Madhab Chandra Saha, as Donees thereto of the Other Part. The said Deed of Gift was registered with the Office of the Sub-Registrar at Cossipore, Dum Dum on the said 28th July, 1965 and recorded there in Book No. I, Volume No. 93, Pages - 91 to 94, Being No. 6928 for the Year 1965 of the said Office.

d) The said Smt. Debi Chowdhurani Saha, wife of Sri Madhab Chandra Saha, along with her Eldermost Son namely, Sri Makhan Lal Saha, son of Sri Madhab Chandra Saha, upon acquiring the Joint lawful right (each having undivided 50% Share of Ownership), bonafide interest, marketable title and peaceful physical Possession in respect of the aforesaid 8 (Eight) Kattahs, 4 (Four) Chittacks and 05 (Five) Square feet of land together with residential building and structure standing thereon and lying and situate at Premises No. 58 B, Shyamnagar Road, Police Station Dum Dum in the District of the then 24-Parganas within the Municipal limit of South Dum Dum Municipality, while jointly seized and possessed of the same free from all encumbrances to the exclusion of all other, the said Smt. Debi Chowdhurani Saha, wife of Sri Madhab Chandra Saha as Donor of the One Part vide execution of a registered Deed of Gift (Bengali written Daan

Patra) dated 11th October, 1966 duly donated, granted and transferred out of her undivided 50% (Fifty Percent) Share of Ownership in respect of the aforesaid Land and Structure, all that piece and parcel of 3 (Three) Kattahs, 1 (One) Chittack and 13 (Thirteen) Square feet of land together with Structure standing thereon unto and in favour of her Elder Sister-in-law namely, Smt. Sumati Bala Saha, wife of Sri Jadab Chandra Saha, as Donee thereto of the Other Part. The said Deed of Gift was registered with the Office of the Sub-Registrar at Cossipore, Dum Dum on the said 11th October, 1966 and recorded there in Book No. I, Volume No. 124, Pages - 218 to 223, Being No. 8856 for the Year 1966 of the said Office.

e) While seized and possessed of the said property said Smt. Sumati Bala Saha sold, conveyed and transferred the same measuring an area of bastu land measuring about 3 (Three) Kattahs 1 (One) Chittack and 13 (Thirteen) Square feet of land together with old residential structure standing thereon lying and situated at Mouza - Shyamnagar unto and in favour of Alomaya Sur, wife of Sri Sankar Nath Sur, as Purchaser thereto of the Other Part. The said Bengali Deed Saf Bikray Kobala was registered with the Office of the Sub-Registrar at Cossipore, Dum Dum on the said 1st August, 1977 and recorded there in Book No. I, Volume No. 120, Pages - 51 to 56, Being No. 4894 for the Year 1977 of the said Office.

f) by virtue of such purchase the said Alomaya Sur, wife of Sri Sankar Nath Sur, became the absolute owner of all that piece or parcel of bastu land measuring about 3 (Three) Kattahs, 1 (One) Chittack and 13 (Thirteen) Square feet of land together with structure standing thereon lying and situated at Mouza - Shyamnagar (Formerly Krishnapur), J. L. No. 32/20, R. S. No. 180, Touzi No. 228/229 comprised in Khatian Nos. 11,7, 5 (Ka), under C.S. Khatian No. 811, C. S. Dag No. 2295 corresponding to R.S. Khatian No. 578, R.S. Dag No. 1010/1683, P.S. Dum Dum, within the local limits of South Dum Dum Municipality, in the District of North 24-Parganas and mutated her name in the assessment records of the South Dum Dum Municipality being Municipal Holding No.

371, Gouri Nath Shastri Sarani (Previously Shyamnagar Road), Kolkata - 700 055 under Ward No. 27 and paid relevant taxes regularly.

g) While seized and possessed of the said property said Alomaya Sur, wife of Sri Sankar Nath Sur, as Donor of the One Part. sold, conveyed and transferred the same measuring an area of bastu land measuring about 3 (Three) Kattahs, 1 (One) Chittack and 13 (Thirteen) Square feet of land together with old residential structure of 611 Square feet and Asbestos shed 232 Square feet approximately standing thereon lying and situated at Mouza - Shyamnagar unto and in favour of her only son Sri Partha Sur, son of Late Sankar Nath Sur, as Donee thereto of the Other Part. The said Deed of Gift was registered with the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum on the said 11th April, 2013 and recorded there in Book No. I, CD Volume No. 11, Pages 1663 to 1674, Being No. 150604131 for the Year 2013 of the said Office.

h) Thus the said Sri Partha Sur, son of Late Alomaya Sur, wife of Late Sankar Nath Sur,, as by dint of the registered Deed of Gift became the absolute lawful Owner and Occupier of the said Premises containing by measurement area of 3 (Three) Kattahs, 1 (One) Chittack and 13 (Thirteen) Square feet of land together with one storied pucca old residential structure of 611 Square feet and pucca Asbestos shed 232 Square feet approximately standing thereon and lying and situate at being Municipal Holding No. 371, Gouri Nath Shastri Sarani (formerly, Shyamnagar Road), Police Station - Dum Dum, Kolkata - 700 055 and herein after referred to as the "said Premises" and more particularly described in the First Schedule written herein after.

i) The Landowner hereof in course of his herein before stated absolute lawful occupation and enjoyment of the said Premises comprising of Land and old residential Building and Structure standing thereon, decided to develop the same by way of construction of a (G+7) multi-storied building in accordance with the Building Plan cause to be sanctioned in the name

of the Landowner by the authorities of the South Dum Dum Municipality exclusively at the costs, expenses and arrangements of an interested Developer to which the Party of the Other Part hereof as an experienced Builder and Developer duly agreed to.

j) The Landowner hereof under the aforesaid facts and circumstances decided to engage, authorise and empower the Party of the Other Part hereof as Developer to conduct the proposed development work on the said Premises of the Landowner and accordingly, vide execution and registration of the present Development Agreement agreed to engage, authorise, empower and appoint the Party of the Other Part hereof as Developer to proceed with the proposed development work by way of construction of a Multi-Storeyed building on the said Premises of the Landowner in accordance with the Building Plan cause to be sanctioned in the name of the Landowner by the authorities of the South Dum Dum Municipality exclusively at the costs and expenses of the Developer on the mutually settled and agreed terms and conditions so arrived at between the Parties hereof and stipulated herein after.

NOW, THIS DEVELOPMENT AGREEMENT WITNESSETH as follows :

1. In these present unless there is anything repugnant to or inconsistent with, the following terms and expression shall mean and include:

1.1. **The Landowner** shall mean the said **Sri Partha Sur**, son of Late Sankar Sur and further mean and include all his legal heirs, executors, representatives, administrators and/or assigns as the case may be.

1.2. **The Developer** shall mean the said **Soumen De Ray & Tapan Halder**, a Partnership Firm of Builders, Developers and Contractors and represented by its Partners namely, (1) **Sri Soumen De Ray**, son of Late Usha Ranjan De Ray and (2) **Sri Tapan Halder**, son of Late Kanak Halder, having its registered Office at 110/2, Shyamnagar Road (Gouri Nath Shastri Sarani), Police Station - Dum Dum, Kolkata - 700 055 and further

include all their respective successor or successors-in-interest, executors and administrators as the case may be.

1.3. The **Said Premises** shall mean all that piece and parcel of Plot of Land measuring an area of 3 (Three) Kattahs 1 (One) Chittack and 13 (Thirteen) Square feet be the same a little more or less together with one storied pucca old residential structure of 611 Square feet and Pucca Asbestos shed 232 Square feet approximately standing thereon and lying and situate at being entirety of Municipal Holding No. 371, Gouri Nath Shastri Sarani (formerly, Shyamnagar Road), Police Station - Dum Dum, Kolkata - 700 055 within the Municipal limit of Ward No. 27 under the South Dum Dum Municipality in the District of North 24-Paregas and more particularly described in the First Schedule written herein after.

1.4. The **Building** shall mean all that self-contained fully finished Multi-Storeyed building comprising of self-contained residential Flats, Shop Rooms, Car Parking Spaces and other constructed Units and to be constructed by the Developer exclusively at its own costs, arrangements and expenses in accordance with the sanctioned Building Plan of the South Dum Dum Municipality cause to be sanctioned in the name of the Landowner.

1.5. The **Landowner's Allocation** shall mean free of cost allocation of all that 3 (Three) Nos. of self-contained residential Flats and to be provided by the Developer vide allotment on the First Floor area (comprising of 2 Nos. of Triple Bed Room residential Flats), on the North-East and South-East side, Second Floor area (comprising of 1 No. of Triple Bed Room residential Flats) on the North-East side, measuring Covered area of 1150 Square feet (Super built up area of 1438 Square feet) each and 1 (one) Shop Room 10' feet front main Road facing Existing pillar on the Ground Floor measuring Covered area of 150 Square feet (Super built up area of 187.5 Square feet and rest covered area of 350 Square feet (Super built up area of 437.5

Square feet) shall be made in one Flat consisting of One Bed Room, One Kitchen, One Toilet with dining of the newly built (G+7) Multi-Storeyed Building and to be provided by the Developer to the Landowner along with right and interest on all common areas, facilities, amenities and provisions attached to and available with the Land and Building on account of Landowner's Allocation against development of the said Premises of the Landowner and more particularly described in the Second Schedule, Part - 1 written herein after.

The Promoter/Developer will pay a sum of **Rs.50,00,000/- (Rupees Fifty Lakhs)** only at the time of execution of this Development Agreement by five Cheque x Rs.10.00.000/- (Rupees Ten Lakh) each and furthermore the Landowner shall be entitled to get a sum of **Rs.30,00,000/- (Rupees Thirty Lakhs)** only by 3 Nos. Cheque x Rs.10.00.000/- (Rupees Ten Lakh) each which to be paid by the Developer to the owner herein within a period of 9 (Nine) Months from date of Development Agreement along with interest @ Bank interest or Post office being enforced for the time being on their rest sum of **Rs.30,00,000/- (Rupees Thirty Lakhs)** for that nine months i.e. Landowner shall be entitled to total consideration **Rs.80,00,000/- (Rupees Eighty Lakhs)** only as non-refundable amount which to be paid by the Developer.

The Developer will bear the expenses for one alternative accommodation with shifting charge for the owner during the construction period of 36 months and the Developer will demolish existing structure and will get entire building materials and in that event the Owner will not be entitled to raise any objection thereto. After completion of construction of the said (G+7) multi-storied building, the Developer shall hand over the possession of Owner's allocation at first and at the earliest.

1.6. The Developer's Allocation save and except the aforesaid Allocation portion of the Landowner's, the remaining Share of the total Constructed area of the newly built Multi-Storeyed (G+7) building together with undivided, proportionate and impartable share of land attributable thereto of the said Premises along with right and interest on all common areas, facilities, amenities and provisions attached to and available with the Land and Building on account of Developer's Allocation and more particularly described in the Second Schedule, Part - II written herein after.

1.7 The Common Areas shall mean such portions and/or areas of the land, building and its constructed spaces specified for collective use and enjoyment by the Occupiers of the building including the Landowner hereof and more particularly described in the Fourth Schedule written hereinafter.

1.8 The Common Expenses shall mean the expenses so to be borne by the Landowner hereof along with other Co-owners of the building for preservation, maintenance and operation of all common services, facilities, amenities and areas attached to the land and building and more particularly described in the Fifth Schedule written hereinafter.

1.9 The Covered Area shall mean the built-up area measuring at floor level of any Flat/Unit taking the external dimension of the Flat/Unit including the built-up area of Balconies/Verandahs thereto excepting the walls separating one Unit/Flat from other of which 50% only to be added.

1.10 The Super Built-up Area shall mean the covered area of the Flat/Unit as above plus proportionate share of Landing, Lobby, Corridor, Staircase, Lift and Lift Shaft plus 25% (Twenty-Five percent) thereof.

1.11 The Present Agreement shall deemed to have been commenced with immediate effect i.e. from the date of registration of the present Agreement. The present Agreement shall not be construed as a Partnership between

the Landowner and the Developer nor the same will be treated as an Agreement for Sale of the said Premises or any part or portion thereof between the Parties hereto save and except constructive permission by the Landowners to the Developer for proceeding with the development work on the said Premises of the Landowner by constructing there upon a (G+7) Multi-Storeyed building in accordance with the sanctioned building Plan of the South Dum Dum Municipality on observance of the terms and conditions so agreed to between the Parties hereof and appearing hereinafter.

2. The Landowner represents and declares as follows :

- a) That the Landowner hereof seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises as lawful Owner thereof.
- b) That the said Premises is free from all encumbrances and the Landowner have had good, valid and lawful marketable title till date in all respect relating to the said Premises.
- c) That the said Premises of the Landowner is also free from all kind of charges, claims, liens, lispendens, attachment, trust, acquisition and requisition of any nature whatsoever.
- d) That there is no excess vacant land at the said Premises within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976, Furthermore, the said Premises is not the subject matter of any notice of attachment under the Public Demands Recovery Act.
- e) That there is no bar legal or otherwise for the Landowner to obtain the necessary consent and permission that may be required under the law of the land in dealing with the said Premises in any manner whatsoever.

- f) That the Landowner as lawful Owner of the said Premises have had full right and authority to sign and execute and register the present Agreement for development with the Developer hereof.
- g) That the Landowner had not been granted and/or agreed, committed or contracted or even entered into any Agreement for Sale, Agreement for Development or lease of the said Premises or any part or portion thereof with any person or persons other than the Developer hereof and the Landowner till date neither created any mortgage, charge nor attach the said Premises with other encumbrances in any manner whatsoever.
- h) That the Landowner have not yet done any act, deed, matter or thing whereby or by reason whereof the development of the said Premises by the Developer hereto may be prevented or affected in any manner whatsoever.
- i) That there are no law Suit and/or legal proceedings pending at present before any legal forum of the land either in the name of the Landowner or in respect of his said Premises or any part or portion thereof. Furthermore, no part or portion of the said Premises of the Landowner is affected and/or attached by any Judgment, Decree or Order passed by any Court of Law.
- j) That no part or portion of the said Premises is at present affected by any notice of requisition and/or acquisition of any Statutory Authority and till date no notice or intimation of any such proceedings had been served upon the Landowner.
- k) That the Landowner within one month from the date of execution of this registered Development Agreement, handing over of vacant possession of said land/ premises to the Developer.

4. The Landowner and the Developer doth hereby declare and covenant as follows :-

- a) That in lieu of the consideration so mentioned in the Second Schedule, Part - I written hereinafter, the Landowner hereby grant terminable permissive right and authority to the Developer to conduct the development work in respect of the said Premises of the Landowner by constructing thereon a (G+7) Multi-Storeyed building in accordance with the sanctioned Building Plan of the South Dum Dum Municipality upon regularization of all related matter in respect of the said Premises at the costs and expenses of the Developer. Upon obtaining the sanction of Building Plan, the construction work of the (G+7) Multi-Storeyed building shall necessarily to be completed in all respect within the specified time period of 36 (Thirty-Six) months from the date of obtaining the sanction of a Building Plan by the authorities of the South Dum Dum Municipality or from the date of handing over of vacant physical Possession of the said Premises by the Landowner to the Developer hereof which ever is earlier.
- b) That all application, building plan/s and other papers and documents that may be required by the Developer for the purpose of obtaining the sanction of the building plan/s shall be prepared by the Developer on behalf of the Landowner at the Developer's own costs and expenses. However, all such plan/application are to be signed by the Landowner as and when so called upon by the Developer.
- c) It is made clear that, the Developer hereof immediately after execution of the present Development Agreement, at its own costs and arrangements shall take all necessary step to obtain the sanction of requisite Building Plan from the authorities of the South Dum Dum Municipality upon fulfilling all relevant building rules and regulations.
- d) That the Developer hereof upon obtaining the sanction of requisite Building Plan from the authorities of the South Dum Dum Municipality, shall serve written Notice to the Landowner with Photo copy of the said sanctioned Building Plan requiring them, to deliver the constructive possession of his said Premises to the Developer for starting the

construction work of the proposed (G+7) Multi-Storeyed building thereon subject to arrangement of alternative accommodation for the Landowner in the nearby locality exclusively at the costs and arrangements of the Developer for the entire period of construction work of the proposed (G+7) Multi-Storeyed building or till the date of handing over of peaceful physical possession of Landowner's Allocation in decent habitable condition to the Landowner is being made by the Developer. It is also agreed that, effective from the date of handing over of such constructive possession of the said Premises by the Landowner to the Developer, all Municipal rates, rents and taxes as also other outgoings in respect of the said Premises till such time the possession of the Landowner's Allocation are being handed over, shall be borne and paid by the Developer. All outgoing on and from the date of delivery of possession of Landowners' Allocation shall be the liability of the Landowner and to be payable by the Landowner.

e) That the Developer shall be authorised in the name of the Landowner so far as necessary, to apply for having temporary and permanent connections of drainage, sewerage, electricity, water supply and/or other utilities that may be required for the construction and completion of the proposed (G+7) Multi-Storeyed building including due occupation and enjoyment of the same for decent human habitation.

f) That the Landowner and the Developer shall be exclusively entitled to hold, possess, occupy and enjoy their respective allocation in the newly constructed building with further right of transfer and/or to deal with or dispose of the same without any claim, demand, right or interest therein of the other part and shall further not in any way interfere or disturb the quiet and peaceful possession of the other.

g) That on completion of the entire construction work of the proposed Multi-Storeyed building inasmuch as upon satisfactory handing over of peaceful physical vacant possession of Landowner's Allocation in decent habitable condition to the Landowner hereof at the first instance, the

Developer hereto will be at liberty to deliver the possession and/or to dispose of the Developer's Allocation of the newly constructed building in favour of the prospective buyer/s at such Consideration or Price that the Developer may think fit and proper to which the Landowner have nothing to say.

h) That all original Deed/s, documents and other relevant papers relating to the said premises shall remain in the safe custody of the landowner herein but the landowner herein promise to the Developer herein that the landowner will show and/or bring/place all the original Deed/s, documents and other relevant papers relating to the said premises in the office of the developer or before any Govt. Authority, Municipal Authority or Bank and any other legal financial institution or before any buyer for examination and verification of the same as and when it is necessary and in that connection the developer will inform the land owner verbally before 24 hours of the same.

5. That the Landowner hereof in connection with the present Development Agreement as well as for all other related acts, deeds including amalgamation and things, sign, deed execute and registration registered Power of Attorney, in favour of the Developer.

6. Consideration :

a) The Developer being the Party of the Other Part hereof shall be at liberty with exclusive right and authority to negotiate for the sale of floors/flats of the building complex under construction together with proportionate share of land attributable thereto excluding and excepting the Floor/Flat and/or Unit provided for Landowner's Allocation, with any prospective Purchaser/s at such Consideration and on such terms and conditions that the Developer shall think fit and proper. The Landowner hereof however, without raising any objection, at the request of the Developer if so required, shall execute and register the necessary Deed of Conveyance/s unto and in favour of the Purchaser or Purchasers towards sale of flats

and/or units and spaces of the building as and when so called for by the Developer **PROVIDED HOWEVER** that, the Landowner as Vendor in all such Deed of Conveyance/s shall not claim or be entitled to claim any amount towards the value of constructed area or towards the consideration value of proportionate area of land of the said Premises

b) It is categorically agreed to and declared by the Landowner hereof that, as the entire cost of construction of the proposed Multi-Storeyed building and other miscellaneous expenses relating thereto are to be borne by the Developer exclusively without any investment on the part of the Landowner for that very reason, the Consideration money receivable towards sale/transfer of flat/s, units and/or spaces of Developer's Allocation in the newly constructed building including earnest money or booking amount there for shall be received and appropriated exclusively by the Developer and the Landowner hereof will have no claim or even right to claim on any part or portion thereof including that of Payment of any Tax liability there for which is to be borne and payable only by the Developer for all time to come hereafter.

7. Building and other related matters :-

7.1. The Developer shall at the Developer's own cost and risk make the construction and complete the (G+7) Multi-Storeyed building at the said Premises of the Landowner in accordance with the sanctioned building plan with such Standard (I.S.I. branded) Building materials and with such specifications so particularly mentioned in the Third Schedule hereunder written and that may be recommended by the Qualified Architect/Engineer duly engaged by the Developer from time to time.

7.2. Subject to as aforesaid, the decision of the Architect/Engineer regarding the quality of the materials so to be used for construction of the proposed building at the said Premises of the Landowner will be treated as final with all its binding effect on the Parties hereof.

7.3. The Developer shall install and erect in the said building at the Developer's own costs pump set, deep tube-wells, water storage tanks, over-head reservoir, electric wiring, fittings and installations and other facilities that are required to be provided in a residential building having self-contained flats and constructed for sale of flats on Ownership basis.

7.4. The Developer shall be authorised in the name of the Landowner to apply for and to obtain the temporary and permanent connections of Electricity, Water supply line, Sewerage line, Telephone, Cooking gas connections etc. on the said Premises including the building to be constructed thereon.

7.5. The Developer shall at its own costs and expenses and without creating any financial or other liability upon the Landowner construct and complete the proposed (G+7) Multi-Storeyed building having several self-contained residential Flats in accordance with the sanctioned Building Plan.

7.6. On and from the date of taking over possession of the said Premises by the Developer for starting the construction work of the said proposed building, any liability becoming due on account of statutory rates, rents and taxes as also other outgoings, in respect of the said Premises for new construction of the building and till such time the physical vacant possession of the Landowner's Allocation in decent habitable condition are being handed over, shall be borne and paid by the Developer. It is made specifically clear that, all outstanding dues on account of rates and taxes as also other outgoings in respect of the said Premises till the date of handing over possession of the said Premises to the Developer hereof in terms of the present Agreement shall remain be the liability of the Landowner and shall be borne and paid by the Landowner, upto the date of registration of this agreement.

7.7. The Developer on completion of the entire construction work of the (G+7) Multi-Storeyed building, shall remain responsible and liable to

obtain the requisite Building Completion/Occupancy Certificate from the authorities of the South Dum Dum Municipality upon regularization of all matter related there with exclusively at its own costs and expenses. Furthermore, the Developer shall remain duty bound to hand over a duly attested Photo Copy of the said Completion Certificate to the Landowner for their record and ready reference within the time period of 36 (Thirty-Six) Months.

7.8. As soon as the construction work of the building as well as that of Landowner's Allocation is completed in terms of the Specification mentioned in the Third Schedule written here under, the Developer shall serve written notice requiring the Landowner to have the inspection regarding satisfactory completion of the construction work of the allocated portion of the Landowner and on inspection if found satisfactory, the Landowner will take delivery of physical possession thereof within 30 (Thirty) days from the date of service of such notice and for all time thereafter, the Landowner shall be held responsible for payment of all Statutory taxes, rates, duties and other impositions including regular payment of monthly maintenance charges that are payable in respect of the Landowner's Allocation in the building. However, the said rates and charges shall be payable on pro-rata basis if the same is being levied on the building as a whole.

7.9. As and from the date of service of notice of possession of the Landowner's Allocation, the Landowner shall also be held responsible to pay and bear and shall forthwith pay to the Developer and on its formation, to the Flat Owners' Association, monthly service charges for the common facilities in the new building complex payable in respect of the Landowner's Allocation. Such charges are to include proportionate share of premium for the insurance of the building, water, fire and scavenging charges, expenses for sanitation, electricity, renovation, replacement, repair and maintenance charges for the building and of all common wiring, pipes, electrical and mechanical equipments, pumps, motors and other

electrical and mechanical installations, appliances and provisions, stairways, lift and lift shaft, corridors, passage-ways, gardens, park-ways and other facilities whatsoever provided for common use of the occupants of the building.

7.10. Any transfer relating to any portion of the Landowner's Allocation in the new building shall be subject to the provisions contained hereof and the respective transferee shall always be held responsible to honour all the terms and conditions of the present Agreement without raising any objection there for.

7.11. Both the Developer and the Landowner herein shall enjoy their respective allocations/portions in the said (G+7) Multi-Storeyed building forever with absolute right and authority to hold, possess, own, use, occupy, enjoy, transfer, sale, gift, lease, mortgage and/or assign the same in any manner they like. All such right and authority of the Parties hereof subject to observance and due compliance of the terms and conditions of the present Agreement in no way could be taken off or infringed by either of the Party under any circumstances.

8. COMMON RESTRICTIONS.

The owner's Allocation in the proposed building shall be subject to the same restrictions as are applicable to the Developer's Allocation in the building intended for common benefit of all occupiers of the building which shall include as follows:

8.1. Both the Parties hereof shall not use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor shall use the same in such manner that might have cause any nuisance or hazard to the other occupiers of the building.

8.2. Both the Parties hereof shall not demolish any wall or other structure in their respective allocation or any portion thereof or make any structural

alteration or addition thereat without written consent of the other to that extent.

8.3. Both the Landowner and the Developer shall keep the interior walls, floors, sewers, drains, pipes and other fittings and fixtures of their respective allocation in the building in good, running and workable condition so the same may not cause any damage to the building.

8.4. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner to free movement of users of the corridors and other places of common use in the building.

8.5. Both the Parties shall not throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or on any other portion of the building.

8.6. Both the Parties hereto shall permit others agent, workmen and representative at all reasonable time to enter into others allocation and every part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping the building and it's common areas in good order and condition.

9. LANDOWNER'S OBLIGATION.

9.1. The Landowner doth hereby agrees and covenants with the Developer not to cause any interference or hindrance in the lawful construction of the proposed (G+7) Multi-Storeyed building at his said Premises. If any interference or hindrance is caused by the Landowner or by any of his men, agent and representatives in that event, the Landowner will be held responsible for the same.

9.2. The Landowner doth hereby further covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated

portion in the newly constructed building at the said Premises in favour of the Intending Purchaser/s of Flat/s, units and other space of the building fallen under Developer's Allocation.

9.3. The Landowner doth hereby agrees and covenants with the Developer not to let out, grant lease, mortgage, assign and/or to create charge or part with possession of the said Premises or any portion thereof in favour of any Third Party during the subsistence of the present Development Agreement.

9.4. The Landowner hereof undertakes not to create any kind of charge or mortgage including that of equitable mortgage in respect of the said Premises or on any part or portion of the Landowner's Allocation by depositing the Title Deeds of the said Premises at anytime during the subsistence of the present Agreement.

10. DEVELOPER'S OBLIGATION.

10.1. The Developer doth hereby agrees and covenants with the Landowners to start and complete the construction work of the proposed (G+7) Multi-Storeyed Building on the said Premises of the Landowner within the stipulated time period of ~~36~~ (Thirty-Six) months from the date of obtaining the sanction of Building Plan from the South Dum Dum Municipality or from the date of handing over of vacant physical Possession of the said Premises by the Landowner to the Developer hereof which ever is earlier and the time period of 36 months so agreed and fixed hereunder will be regarded for all intent and purposes as the essence of the present Agreement for Development.

10.2. The Developer hereof further agrees and covenants with the Landowner not to do any act, deed or thing whereby the Landowner will be prevented from owning, occupying, using, enjoying, selling, assigning and/or disposing of any part or portion of the Landowner's Allocation in the said newly constructed (G+7) Multi-Storeyed building or any part or portion thereof on the said Premises of the Landowner.

10.3. The Developer hereby also categorically agrees not to part with Possession of the Developer's Allocation or any portion thereof until and unless satisfactory physical possession of the Landowner's Allocation are being handed over first to the Landowner **PROVIDED HOWEVER** it will not prevent the Developer from entering into any Agreement for Sale with any prospective Purchaser/s or to accept Earnest money or Booking amount there for in respect of the Developer's Allocation in the newly constructed Multi-Storeyed building on the said Premises of the Landowner.

10.4. Any act of the Developer relating to construction of the Building and/or dealing with the Developer's Allocation shall not bind the Landowner or any part or portion of his allocation with any kind of financial liability or responsibility.

11. LANDOWNER'S INDEMNITY.

The Landowner hereby undertakes to keep the Developer indemnified against all Third Party claim regarding the marketable title of the Landowner in respect of the said Premises and further indemnified that, on completion of the construction work of the building, the Developer shall be entitled to use and enjoy its allocated space without any interference on the part of the Landowner subject to full compliance and observance of all the terms and conditions of the present Agreement for Development.

12. DEVELOPER'S INDEMNITY.

The Developer hereby undertakes to keep the Landowner indemnified against all Third Party claim, demand and actions arising out of any sort of act or omissions of the Developer in relation to the making of construction work of the newly constructed (G+7) Multi-Storeyed building on the said Premises of the Landowner including any kind of damage, injury and/or loss of life caused during the period of construction to any person or persons including the staff personnel, labours, masons and

other workers engaged in the construction work of the building or associated therewith.

13. MISCELLANEOUS.

13.1. The Landowner and the Developer have entered into the present Agreement purely as a contract and nothing contained herein shall deem to be construed as a Partnership between the Developer and the Landowner or as a Joint Venture between the Parties hereto.

13.2. The Landowner hereby agrees to abide by all the rules and regulations to be formed by any Society/Association of Flat Owners of the building who will be in charge of management and administration of the affairs of the building and/or common parts/areas thereof and hereby given his full consent to abide by all such rules and regulations as and when so formed.

13.3. That on mutual consent of all the Landowner and the Developer hereof, the name of the newly constructed Building / Apartment has been settled as _____.

13.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Premises or any part thereof to the Developer by the Landowner or creating any right, title or interest in respect thereof in favour of the Developer other than a terminable permissive license in favour of the Developer to develop the said Premises of the Landowner in terms of these present **PROVIDED HOWEVER** the Developer will be entitled to construct the proposed (G+7) Multi-Storeyed building on the said Premises of the Landowner hereof exclusively at its own costs and arrangements without creating any kind of financial or other liability of any other nature on the Landowner or affecting his estate and interest in the said Premises and it has been expressly agreed and understood that, in no event the Landowner or any part of their estate shall be responsible and/or make liable for payment of any dues of the

Developer to any Third Party/ Financial Institution/ Bank or Banks/ Organisation and for that purpose, the Developer shall keep the Landowner indemnified against all actions, suits, proceedings, costs and charges thereof.

13.5. It is made clear that, upon completion of the construction work of the building, the Landowner will have the common right, title and interest on the roof of the building along with other Flat Owners/Occupiers of the building and will have the common responsibility to maintain, preserve and protect the said roof and other parts of the building upon payment of requisite common expenses there for along with the other Flat Owners of the building.

13.6. It is also categorically agreed to between the Parties hereof that, even after starting of the construction work of the building, if the Developer fails and neglects to complete the same in all respect within the agreed and stipulated time period of 36 (Thirty-Six) months from the date of obtaining the sanction of Building Plan from the Municipal Authority, in that event, the Developer shall remain legally bound to pay liquidated damages and/or compensation assessed and settled at the rate of Rs.15,000/- (Rupees Fifteen Thousand) only payable to the Landowner per every month of delay beyond the stipulated time period of 36 (Thirty-Six) months for completing the construction work of the building as well as delivery of possession of Landowner's Allocation subject to maximum period of 6 (Six) months where after, if the construction work of the building would not have been completed by the Developer, then in that event, the Landowner reserved his un-disputed inherent right to cancel the present Development Agreement upon refund of the assessed cost of construction to the Developer till such cancellation.

13.7. The Landowner hereof vide execution of the present Development Agreement also endorsed his consent regarding amalgamation of his said Premises by the Developer with any other adjacent Plot or Plots of land if

the Developer so desire for availing maximum constructed area as per Municipal Building Rules. Furthermore,

14. FORCE MAJEURE.

14.1. The Parties hereof shall not considered to be held responsible and liable for any obligation performance of which would have been prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

14.2. "Force Majeure" shall mean flood, earthquake, riot, war, storm, tempest, strike and/or any other act or commission beyond the control of the Parties hereto.

14.3. If the construction work of the said G+7 Multi-Storeyed building would not have been completed within the stipulated time period of 36 (Thirty-Six) months from the date of execution of the present Agreement for any of the reason beyond the control of the Developer and so covered under the provisions of the present Article in that event, the time period of completing the construction work of the said G+7 Multi-Storeyed building will be extended for additional period of 6 (Six) months where after only, the question of payment of liquidated damages and/or compensation amount vide Clause No. 14.6 stated herein before will become applicable.

14.4. Save and except what has been specifically stated hereunder all dispute and difference between the Parties hereof arising out of the meaning, construction or import of the present Agreement for Development or with regard to their respective right and liabilities vide terms of the Agreement (barring the inherent right of the Landowners hereof regarding cancellation of the present Agreement for Development and so reserved here under with due admittance thereof by the Developer hereto) shall be adjudicated by reference to Arbitration of 2 (Two) independent Arbitrators, each one of whom are to be appointed by the respective Parties, who shall jointly appoint an Umpire at the

commencement of the reference and the Award of the Arbitrators or the Umpire shall be final and binding upon the Parties hereof.

14.5. Notwithstanding the Arbitration clause as referred to hereinbefore, the respective right to sue for Specific Performance of the present Agreement by either of the Parties hereof against the other as per the terms of this Agreement shall remain unaffected.

15. JURISDICTION.

The Courts of North 24-Parganas alone shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of the present Agreement for Development between the Parties hereof.

THE FIRST SCHEDULE ABOVE REFERRED TO **(THE LAND / SAID PREMISES)**

ALL THAT piece and parcel of Plot of Land ad-measuring an area of 3 (Three) Kattahs, 1 (One) Chittack and 13 (Thirteen) Square feet be the same a little more or less together with old Building and Structure having the one storied pucca building constructed area of 611 Square feet and pucca Asbestos shed measuring an area of 232 Square feet approximately standing thereon and lying and situate at appertaining to Mouza - Shyamnagar, J. L. No. 20/32, R. S. No. 180, Touzi No. 228/229 comprised in Khatian Nos. 11, 7, 5 (Ka), C.S. Dag No. 2295, C.S. Khatian No. 811, R.S. Khatian No. 578, corresponding to R.S./L.R. Dag No. 1010/1683, being Municipal Holding No. 371, Gouri Nath Shastri Sarani (Formerly Shyamnagar Road), Kolkata - 700 055, Police Station - Dum Dum, within the limit of Ward No. 27 under the South Dum Dum Municipality, Additional District Sub-Registration Office at Cossipore, Dum Dum in the District of North 24-Parganas and which is butted and bounded as follows

:

ON THE NORTH : By 30' feet wide Gouri Nath Shastri Sarani
(Formerly Shyamnagar Road);

ON THE EAST : By North Land Co-operative Housing Complex;

ON THE SOUTH : By 6' Feet wide Road;

ON THE WEST : By the Land and Building of Makhan Lal Saha;

THE SECOND SCHEDULE ABOVE REFERRED TO
(PART - 1)

THE LANDOWNER'S ALLOCATION : The Landowner hereof in consideration of allowing the Developer to develop his said Premises so stated in the First Schedule written hereinabove by raising the construction of a (G+7) Multi-Storeyed Building there on will be entitled to get free of cost allocation of **all that 3 (Three) Nos. of self-contained residential Flats and to be provided by the Developer vide allotment on the First Floor area (comprising of 2 Nos. of Triple Bed Room residential Flats), on the North-East and South-East side, Second Floor area (comprising of 1 No. of Triple Bed Room residential Flats) on the North-East side, measuring Covered area of 1150 Square feet (Super built up area of 1438 Square feet) each and 1 (one) Shop Room 10' feet front main Road facing exiting pillar on the Ground Floor measuring Covered area of 150 Square feet (Super built up area of 187.5 Square feet and rest covered area of 350 Square feet (Super built up area of 437.5 Square feet) shall be made in one Flat consisting of One Bed Room, One Kitchen, One Toilet with dining of the newly built G+7 Multi-Storeyed Building and to be provided by the Developer to the Landowner along with right and interest on all common areas, facilities, amenities and provisions attached to and available with the Land and Building on account of Landowner's Allocation against development of the said. Premises of the Landowner The construction and completion work of the Landowner's Allocation is to**

be made in accordance with the Specifications so particularly mentioned in the Third Schedule written herein after.

The Promoter/Developer will pay a sum of **Rs.50,00,000/- (Rupees Fifty Lakhs)** only at the time of execution of this Development Agreement by five Cheque x 10,00,000/- (Rupees Ten Lakh) each and furthermore the Landowner shall be entitled to get a sum of **Rs.30,00,000/- (Rupees Thirty Lakhs)** only by 3 Nos. Cheque x 10,00,000/- (Rupees Ten Lakh) each which to be paid by the Developer to the owner herein within a period of 9 (Nine) Months from date of Development Agreement along with interest @ Bank interest or Post office being enforced for the time being on their rest sum of **Rs.30,00,000/- (Rupees Thirty Lakhs)** for that nine months i.e. Landowner shall be entitled to total consideration **Rs.80,00,000/- (Rupees Eighty Lakhs)** only as non-refundable amount which to be paid by the Developer.

The Developer will bear the expenses for one alternative accommodation shifting charge for the owner during the construction period and the Developer will demolish existing structure and will get entire building materials and in that event the Owner will not be entitled to raise any objection thereto. After completion of construction of the said multi-storied (G+7) building, the Developer shall hand over the possession of Owner's allocation at first and at the earliest.

Save and except above stated Landowner's Allocation, the Landowner will not be entitled to get any further or other allocation and/or Consideration amount from the Developer against development of the said Premises of the Landowner.

(PART- II)

THE DEVELOPER'S ALLOCATION : Save and except the Landowner's Allocation so stated in Part-I written herein above, the **remaining Share of the total Constructed area** of the newly built (G+7) Multi-Storeyed

building together with undivided, proportionate and impartable share of land attributable thereto of the said Premises along with right and interest on all common areas, facilities, amenities and provisions attached to and available with the Land and Building will be treated as Developer's Allocation in terms of the provisions of the present Development Agreement all such aforesaid disposal of flats of Developer's allocation shall be done after giving possession of owner's allocation with due possession latter.

THE THIRD SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

BUILDING : The building will be erected on R.C.C. framed structure according to approved design and drawing of the sanctioned plan.

WALLS : Brick masonry for the Outer wall will be 8" thick , Partition wall will be 5" and 3" thick with a minimum height as per sanction plan. The outer wall will be of Cement Plaster and the inside wall will be finished with Plaster of Paris.

WINDOWS : Sliding Aluminium windows with integrated grills painted with synthetic enamel paint and fitted with 3 mm glass panel.

DOORS : Door Frame will be made of quality hard Wood and Main Door will be of Segun Wood, Bed room and Balcony good quality flush door. The Door of the Toilet of the Flat are to be made of P.V.C.

FLOORING : Entire flooring work will be made of standard quality white Marble Blocks of 2' x 2' size having skirting of 5" height.

KITCHEN : Black Stone Cooking platform will be provided with Sink. The Dado upon the Cooking Platform up to 2' feet height will be fitted with Glaze Tiles with provision of Exhaust Fan Point with steel basin.

TOILET : Bath Room will be provided with Commode or Orissa Type long pan. The walls of the Toilet up to 5' feet height will be fitted with Glazed Tiles and the Floor will be made of White Marble Blocks and/or anti-skid Tiles of 2' x 2' size. One Cistern, One Shower and 2 (Two) Bib-Cocks will be provided in Bath Room with one wash basin.

WATER SUPPLY : Round the clock water supply will be provided in the building through installation of Submersible Pump with provision of Over-head water reservoir.

ELECTRICITY : Concealed Copper wiring with provision of 2 (Two) Light Points, 1 (One) Fan Point and one Plug Point in each Bed Room, Drawing and Dining Space apart from provisions of 15 Amp Plug point in Kitchen and Toilet, A.C. point, washing machine, Geyser point, Fridge, Micro Oven point All Light, Fan and Plug point, will be fitted with Modern Switches. The Developer will bear the costs of installation of Main Meter of the Building including the costs of Installation of Transformer if any, at its own arrangement without any liability there for on the part of the Landowner. However, the costs of having the separate Electric Meter relating to the Landowner's Allocation are to be borne and payable by the Landowner.

LIFT : The Developer will instal One Lift in the Building having the carrying capacity of 4 (Four) Persons.

ROOF AND TERRACE : The roof of the building will be finished with roof tiles and the terrace will be finished with proper cementing.

EXTRA WORK : Any work other than specified above will treated as Extra Work and will be carried on only upon prior payment of costs and expenses there for.

IN WITNESS WHEREOF the parties hereto doth hereunto set and subscribed their respective hand and seal in presence of the witnesses named herein below on the day month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in the presence of:

1. *Shouhra Kanta Meilly*
110/2 S.N. Road
KOL - 55

Partha Sur

**SIGNATURE OF THE LANDOWNER
OF THE ONE PART**

2. *Shubhagit Sen.*
10 No Race course Rail Gate
Ghosh Baza Road,
Barackpore Kol - 120

SOURIN DE RAY AND TAPAN HALDER
Sourin de Ray Partner *Tapan Halder* Partner

**SIGNATURE OF THE DEVELOPER
OF THE OTHER PART**

Drafted by :

Subrata Mallik
Adv
Subrata Mallik
Advocate
Baraset Court
Enrollment No: F31/31 of 1987

RECEIPT

RECEIVED a sum of Rs.50,00,000/- (Rupees Fifty Lakhs) only from the Developer in trams of this Development Agreement as per memo given below:

MEMO

<u>Banker's Name & Branch</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Amount (Rs.)</u>
State Bank of India, Dakshinpara (Baguiati) Kol-55	508700	13.06.2023	10,00,000/-
- Do -	508701	14.06.2023	10,00,000/-
- Do -	508702	15.06.2023	10,00,000/-
- Do -	508703	19.06.2023	10,00,000/-
- Do -	508704	28.06.2023	10,00,000/-
			TOTAL Rs.50,00,000/-

Partha Sur

(Rupees Fifty Lakhs) only.

WITNESSES:-


































1. *Shanda Kanta Mishra*

2. *Shubhjit Sen.*

Partha Sur

SIGNATURE OF THE OWNER

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No	Signature of the Executants.					
 <i>Partha Sur</i>						
	Little	Ring (Left)	Middle Hand)	Four	Thumb	
						
	Thumb	Four (Right)	Middle Hand)	Ring	Little	
	 <i>Soumen de Roy</i>					
Little		Ring (Left)	Middle Hand)	Four	Thumb	
						
Thumb		Four (Right)	Middle Hand)	Ring	Little	
 <i>Tapan Halder</i>						
	Little	Ring Left	Middle Hand)	Four	Thumb	
						
	Thumb	Four (Right)	Middle Hand)	Ring	Little	



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



192023240112434991

GRN Details

GRN:	192023240112434991	Payment Mode:	Online Payment
GRN Date:	27/06/2023 12:20:45	Bank/Gateway:	Bank of Boroda
BRN :	1341827747	BRN Date:	27/06/2023 12:23:18
GRIPS Payment ID:	270620232011243498	Payment Init. Date:	27/06/2023 12:20:45
Payment Status:	Successful	Payment Ref. No:	2001505112/2/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	SUDAM HALDER
Address:	Dum Dum, Kolkata - 700074
Mobile:	6291247794
Depositor Status:	Solicitor firm
Query No:	2001505112
Applicant's Name:	Mr Sudam Halder
Identification No:	2001505112/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	27/06/2023
Period To (dd/mm/yyyy):	27/06/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001505112/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	9021
2	2001505112/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	50021
			Total	59042

IN WORDS: FIFTY NINE THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1506-06743/2023	Date of Registration	28/06/2023
Query No / Year	1506-2001505112/2023	Office where deed is registered	
Query Date	11/06/2023 7:45:21 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Sudam Halder 134, S. S. Nagar, Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700074, Mobile No. : 9830586956, Status :Solicitor firm		
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 : 50,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 88,61,876/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 50,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Gourinath Sastri Rd, Mouza: Shyamnagar, , Ward No: 27, Holding No:371 JI No: 32, Pin Code : 700055

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1010/1683 (RS :-)	LR-578	Bastu	Bastu	3 Katha 1 Chetak 13 Sq Ft	1/-	83,88,811/-	Width of Approach Road: 30 Ft., ,Last Reference Deed No :1508-I -04131-2013
Grand Total :					5.0829Dec	1/-	83,88,811/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	611 Sq Ft.	1/-	4,12,425/-	Structure Type: Structure
Floor No: 1, Area of floor : 611 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	232 Sq Ft.	1/-	62,640/-	Structure Type: Structure
Floor No: 1, Area of floor : 232 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		843 sq ft	2/-	4,75,065/-	




Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt Partha Sur Son of Late Sankar Nath Sur Executed by: Self, Date of Execution: 28/06/2023 , Admitted by: Self, Date of Admission: 28/06/2023 ,Place : Office			
	28/06/2023	LTI	28/06/2023	28/06/2023
186, Gouri Nath Shastri Sarani, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: DXxxxxxx6Q, Aadhaar No: 60xxxxxxxx2360, Status :Individual, Executed by: Self, Date of Execution: 28/06/2023 , Admitted by: Self, Date of Admission: 28/06/2023 ,Place : Office				

Developer Details :



Sl No	Name,Address,Photo,Finger print and Signature			
1	SOURMEN DE RAY AND TAPAN HALDER 110/2, Shyamnagar Road Now Gouri Nath Shastri Sarani, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 , PAN No.: AExxxxxx0M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Soumen De Ray (Presentant) Son of Late Usha Ranjan De Ray Date of Execution - 28/06/2023, , Admitted by: Self, Date of Admission: 28/06/2023, Place of Admission of Execution: Office			
	Jun 28 2023 10:45AM	LTI	28/06/2023	28/06/2023
110/2, Shyamnagar Road Now Gouri Nath Shastri Sarani, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AHxxxxxx5Q, Aadhaar No: 34xxxxxxxx5228 Status : Representative, Representative of : SOURMEN DE RAY AND TAPAN HALDER (as Partner)				

Name	Photo	Finger Print	Signature
Shri Tapan Halder Son of Late Kanak Kahler Date of Execution - 28/06/2023, , Admitted by: Self, Date of Admission: 28/06/2023, Place of Admission of Execution: Office	 <small>Jun 28 2023 10:43AM</small>	 <small>LTI 28/06/2023</small>	 <small>28/06/2023</small>
110/2, Shyamnagar Road Now Gouri Nath Shastri Sarani, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx3L, Aadhaar No: 31xxxxxxxx8374 Status : Representative, Representative of : SOUMEN DE RAY AND TAPAN HALDER (as partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Sudam Halder Son of Late Sarbeswar Halder 134, S. S. Nagar, City:- , P.O:- Motijheel, P.S:-Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN:- 700074	 <small>28/06/2023</small>	 <small>28/06/2023</small>	 <small>28/06/2023</small>
Identifier Of Smt Partha Sur, Shri Soumen De Ray, Shri Tapan Halder			

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Smt Partha Sur	SOUMEN DE RAY AND TAPAN HALDER-5.08292 Dec

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Smt Partha Sur	SOUMEN DE RAY AND TAPAN HALDER-611.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To, with area (Name-Area)
1	Smt Partha Sur	SOUMEN DE RAY AND TAPAN HALDER-232.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Gourinath Sastri Rd, Mouza: Shyamnagar, , Ward No: 27, Holding No:371 JI No: 32, Pin Code : 700055

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1010/1683, LR Khatian No:- 578		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 150606743 / 2023

On 28-06-2023

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

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

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

Presented for registration at 10:38 hrs on 28-06-2023, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Shri Soumen De Ray .

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 88,61,876/-

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

Execution is admitted on 28/06/2023 by Smt Partha Sur, Son of Late Sankar Nath Sur, 186, Gouri Nath Shastri Sarani, P.O: Bangur Avenue, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Business

Identified by Shri Sudam Halder, . . Son of Late Sarbeswar Halder, 134, S. S. Nagar, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 28-06-2023 by Shri Soumen De Ray, Partner, SOUMEN DE RAY AND TAPAN HALDER (Partnership Firm), 110/2, Shyamnagar Road Now Gouri Nath Shastri Sarani, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055

Identified by Shri Sudam Halder, . . Son of Late Sarbeswar Halder, 134, S. S. Nagar, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-06-2023 by Shri Tapan Halder, partner, SOUMEN DE RAY AND TAPAN HALDER (Partnership Firm), 110/2, Shyamnagar Road Now Gouri Nath Shastri Sarani, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055

Identified by Shri Sudam Halder, . . Son of Late Sarbeswar Halder, 134, S. S. Nagar, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,021.00/- (B = Rs 50,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/06/2023 12:23PM with Govt. Ref. No: 192023240112434991 on 27-06-2023, Amount Rs: 50,021/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 1341827747 on 27-06-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 9,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1863, Amount: Rs.1,000.00/-, Date of Purchase: 12/06/2023, Vendor name: Mita Dutta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/06/2023 12:23PM with Govt. Ref. No: 192023240112434991 on 27-06-2023, Amount Rs: 9,021/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 1341827747 on 27-06-2023, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM**

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2023, Page from 196020 to 196059

being No 150606743 for the year 2023.



Digitally signed by KAUSTAVA DEY
Date: 2023.06.30 11:18:54 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 2023/06/30 11:18:54 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)