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District Sub-Register-Alipore, South 24-pargania

21:00,23

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 218 day of September, in the year Two Thousand Twenty Three (2023)

#### BETWEEN

Contd....,P/2

No.....Rs. Date.....

Neme:-B. C. LAHIRI

Advocate

Address:-Alipore Judge's Court, Kol-27
Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS STAMP VENDOR

Alipore Pelice Court, Kol-27

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AP 762345

DISTRICT SUB-REGIS FARFUR SOUTH 24 PGS., ALIPORE

2 1 SEP 2023

(1) SMT. BIJOYA DUTTA ROY, (PAN - AXSPD4004G) (Aadhaar -5150 0835 0137), wife of Late Debabrata Dutta Roy, residing at 6/2R, Naktala Road, Post Office - Naktala, Police Station - Netaji Nagar, Kolkata - 700047, District South 24 - Parganas, (2) SMT. SHARMISTHA BISWAS, (PAN - AZOPB2534K) (Aadhaar - 6726 7687 1254), wife of Sri Ashok Biswas and daughter of Late Debabrata Dutta Roy, residing at 37/9, Ibrahimpur Road, Jadavpur University, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata -700032, District South 24 - Parganas and (3) SMT. SUPARNA MAJHI, (PAN - ESVPM8462D) (Aadhaar - 2013 2329 0033), wife of Sri Chandro Sekhar Majhi and daughter of Late Debabrata Dutta Roy, residing at Ashramachhaka, Sarbodaya Nagar, Post Office - Puri, Police Station - Puri, Puri - 2, PURI(M), District - Puri, Odisha -752002, by occupation - Housewife, all by faith - Hindu, by occupation - Housewife, by Nationality - Indian, hereinafter jointly called and referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and/or assigns) of the ONE PART.

#### AND

M/S. JOYSHANKAR SARKAR, a Proprietorship Firm, having its office at 33B, D.P.P. Road, (Plot No. 287, Ganguly Bagan Scheme), Post Office – Naktala, Police Station – Patuli now Netaji Nagar, Kolkata – 700047, being represented by its Sole Proprietor namely SRI JOYSHANKAR SARKAR, (PAN – BPCPS8365G) (Aadhaar – 4598 7723 8685), son of Late Kamal Sarkar, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 287, Ganguly Bagan, Police Station – Patuli now Netaji Nagar, Kolkata – 700047, hereinafter called and referred as to the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and included its heirs, executors, successors-in-office, administrators, legal representatives and/or assigns) of the OTHER PART.

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WHEREAS by a registered Deed of Former Exchange in between Ehu@ho.Ch. Chowdhury & Kazi Abdul Molleh dated 16/08/1952. The further transfer dated 5th day of May, 1964 was between Dipak Kumar Choudhury, of the One Part and Smt. Mira Mukherjee, of the Other Part duly registered in the office of the Sub-Registrar at Alipore, District 24 – Parganas now District South 24 – Parganas and recorded

in Book No. I, Volume No. 61, Pages 239 to 250, Being No. 3393, for the year 1964.

AND WHEREAS by an Agreement made between the said Smt. Mira Mukherjee of the One Part and Debabrata Dutta Roy (since deceased) as the purchaser of the Other Part dated 21st day of November, 1976 the said Smt. Mira Mukherjee agreed to sale and the said Debabrata Dutta Roy (since deceased) agreed to purchase free from all encumbrances a plot of land measuring an area of 02 Cottahs, 11 Chittacks & 42 Square Feet more or less, together with tile shed structure thereon, being Scheme Plot No. 5, lying and situated at Mouza - Naktala, J.L. No. 32, comprised a Portion of C.S. Dag No. 22, appertaining to Khatian No. 38, within the limits of the Calcutta Municipal Corporation now Kolkata Municipal Corporation, at and being Premises No. 6/2R, Naktala Road, under Police Station - Sadar Tollygunge then Jadavpur now Netaji Nagar, in the District 24 -Parganas now District South 24 - Parganas, for the consideration mentioned thereon.

AND WHEREAS in terms of the aforesaid agreement the said

Debabrata Dutta Roy (since deceased) has paid entire consideration to

said Smt. Mira Mukherjee (the vendor therein) and requested her to transfer the aforesaid plot of land by execute a registered Deed of Conveyance, said Smt. Mira Mukherjee (the vendor therein), agreed to the transfer the aforesaid plot of land, in favour of said Debabrata Dutta Roy (since deceased).

AND WHEREAS in performance of the said agreement said Smt. Mira Mukherjee (the vendor therein) ready and willing to execute and register the sale deed and/or deed of conveyance in favour of Debabrata Dutta Roy (since deceased) accordingly after necessary permission from the competent authority under section 26 of the Urban Land (Ceiling & Regulation) Act and Rules 1976 has been obtained by the said Smt. Mira Mukherjee (the vendor therein).

AND WHEREAS accordingly the said Smt. Mira Mukherjee (the vendor therein), by virtue of registered Deed of Conveyance dated 14th day of February, 1977 sold, transferred and conveyed the said plot of land measuring an area of 02 Cottahs, 11 Chittacks & 42 Square Feet more or less, together with tile shed structure thereon, being Scheme Plot No. 5, lying and situated at Mouza – Naktala, J.L. No. 32, comprised a Portion of C.S. Dag No. 22, appertaining to Khatian No. 38, within the

limits of the Calcutta Municipal Corporation now Kolkata Municipal Corporation, at and being Premises No. 6/2R, Naktala Road, under Police Station – Sadar Tollygunge then Jadavpur now Netaji Nagar, in the District 24 – Parganas now District South 24 – Parganas, unto and in favour of Debabrata Dutta Roy (since deceased), which was duly registered in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 29 Pages 75 to 83, Being No. 403, for the year 1977 for the consideration mentioned therein and delivery the peaceful Khas possession in favour of the said Debabrata Dutta Roy (since deceased) forever.

AND WHEREAS after the aforesaid registered Deed of Conveyance, the said Debabrata Dutta Roy (since deceased), became the absolute sole Owner of ALL THAT piece and parcel of land measuring an area of 02 Cottahs, 11 Chittacks & 42 Square Feet more or less, together with tile shed structure thereon, being Scheme Plot No. 5, lying and situated at Mouza – Naktala, J.L. No. 32, comprised a Portion of C.S. Dag No. 22, appertaining to Khatian No. 38, within the limits of the Calcutta Municipal Corporation now Kolkata Municipal Corporation, at and being Premises No. 6/2R, Naktala Road, under Police Station – Sadar Tollygunge then Jadavpur now Netaji Nagar, in the District 24 –

Parganas now District South 24 – Parganas and enjoying the absolute right, title and interest and possessed over the said plot of land, hereinafter for the sake of brevity referred to as the "said Property" more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written, free from all encumbrances.

AND WHEREAS while having peaceful seized, possessed, enjoyment and in possession of the said property aforesaid Debabrata Dutta Roy (since deceased) mutated his name in the assessment records of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation, subsequently the said Corporation have re-assessed his name as absolute sole owner in respect of the said property / numbered as Premises No. 6/2R, Naktala Road, under Ward No. 100, Police Station - Jadavpur now Netaji Nagar, Calcutta now Kolkata -700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Parganas and exercising the same with all easement rights' thereto by paying usual rents and taxes to the Appropriate Authority, under Assessee No. 211000600573, without delay of default, hereinafter for the sake of brevity referred to as the "said Premises" more fully and particularly mentioned in the FIRST **SCHEDULE** hereunder written.

AND WHEREAS since then the said Debabrata Dutta Roy (since deceased) has been well sufficiently entitled of ALL THAT piece and parcel of land measuring an area of **02** Cottahs, **11** Chittacks & **42** Square Feet more or less, together with 100 Square Feet of tile shed structure thereon, being Scheme Plot No. 5, lying and situated at Mouza – Naktala, J.L. No. 32, comprised a Portion of C.S. Dag No. 22, appertaining to Khatian No. 38, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 6/2R, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and enjoying all kind of ejmali right over the said property.

AND WHEREAS while having seized and possessed the aforesaid property said Debabrata Dutta Roy died intestate on 12/07/2023 leaving behind his surviving wife namely Smt. Bijoya Dutta Roy and two married daughters namely Smt. Sharmistha Biswas and Smt. Suparna Majhi as his legal heirs and successors who jointly inherited the aforesaid property, by way of Hindu Succession Act, 1956.

AND WHEREAS by way of inheritance the said Smt. Bijoya Dutta Roy, Smt. Sharmistha Biswas and Smt. Suparna Majhi, became the absolute joint Owners of ALL THAT piece and parcel of land measuring an area of O2 Cottahs, 11 Chittacks & 42 Square Feet more or less, together with 100 Square Feet of tile shed structure thereon, being Scheme Plot No. 5, lying and situated at Mouza – Naktala, J.L. No. 32, comprised a Portion of C.S. Dag No. 22, appertaining to Khatian No. 38, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 6/2R, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas, more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written.

AND WHEREAS thus said Smt. Bijoya Dutta Roy, Smt. Sharmistha Biswas and Smt. Suparna Majhi (the Owners herein) thereto became the absolute joint Owners of ALL THAT piece and parcel of land measuring an area of **02** Cottahs, **11** Chittacks & **42** Square Feet more or less, together with 100 Square Feet of tile shed structure thereon, being Scheme Plot No. 5, lying and situated at Mouza –

Naktala, J.L. No. 32, comprised a Portion of C.S. Dag No. 22, appertaining to Khatian No. 38, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 6/2R, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas and enjoying the absolute right, title and interest over the said property, without any kind of hindrance, objection, obstruction, lispendens, trusts, mortgage, claim and/or demand whatsoever or howsoever from any corner, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written, free from all sorts of encumbrances, liens, charges, attachment, liabilities etc.

**AND WHEREAS** said Smt. Bijoya Dutta Roy, Smt. Sharmistha Biswas and Smt. Suparna Majhi (the Owners herein) being the absolute joint Owners and occupiers of the aforesaid property, have made up their mind to develop the said land measuring an area of **02** Cottahs, **11** Chittacks & **42** Square Feet more or less, being Scheme Plot No. 5, lying and situated at Mouza – Naktala, J.L. No. 32, comprised a Portion of C.S. Dag No. 22, appertaining to Khatian No. 38, within the limits of the Kolkata Municipal Corporation, at and being Premises No.

6/2R, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas, as mentioned in the **FIRST SCHEDULE** written hereunder by constructing a G+3 storied building, upon the aforesaid property, but due to financial stringency or paucity of fund and insufficient knowledge as well as experience and acumen in the field of construction, the Land Owners have sought the professional expertise with financial soundness of Developer/s who can undertake the responsibility of construction of such building upon the said property at his/their own costs and expenses.

and whereas upon the aforesaid representation of the Owners and on subject to verification of title of the Owners, concerning the said property, the Developer namely M/S. JOYSHANKAR SARKAR, a Proprietorship Firm, being represented by its Sole Proprietor SRI JOYSHANKAR SARKAR, son of Late Kamal Sarkar, have agreed to develop the said property by constructing a new G+3 storied building at the said property in accordance with the building plan on the terms and conditions as follows.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by the between the parties as follows:

#### ARTICLES - I

 DEFINITION: - For proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include.

#### **ARTICLES - II**

- A. LAND OWNERS: shall mean (1) SMT. BIJOYA DUTTA ROY, wife of Late Debabrata Dutta Roy, (2) SMT. SHARMISTHA BISWAS, wife of Sri Ashok Biswas and daughter of Late Debabrata Dutta Roy and (3) SMT. SUPARNA MAJHI, wife of Sri Chandro Sekhar Majhi and daughter of Late Debabrata Dutta Roy, hereinafter jointly called and referred to as the Land Owners and their heirs, executors, successors, legal representatives, executors, administrators and/or assigns.
- B. **DEVELOPER**: shall mean **M/S**. **JOYSHANKAR SARKAR**, a Proprietorship Firm, being represented by its Sole Proprietor **SRI JOYSHANKAR SARKAR**, son of Late Kamal Sarkar, hereinafter called and referred as to the Developer and its successors administrators, executors, legal representatives and/or assigns.

- C. SAID PROPERTY:- shall mean all the documents of entire of homestead land measuring an area of **02** Cottahs, **11** Chittacks & **42** Square Feet more or less, together with 100 Square Feet of tile shed structure thereon, being Scheme Plot No. 5, lying and situated at Mouza Naktala, J.L. No. 32, comprised a Portion of C.S. Dag No. 22, appertaining to Khatian No. 38, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 6/2R, Naktala Road, under Ward No. 100, Police Station Jadavpur now Netaji Nagar, Kolkata 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 Parganas, more fully and particularly be mentioned and described in the **FIRST SCHEDULE** hereunder written.
- D. **PROPOSED BUILDING**: shall mean the G+3 storied residential building to be constructed upon the aforesaid property according to the material and construction specification mentioned and described in **FIFTH SCHEDULE** hereunder written and according to the building plan to be prepared by the Architect/Engineer herein.
- E. **THE ARTHITECT**: shall mean such qualified person/persons who may be appointed by the Developer for both designing and planning the Building to be constructed on the said property.

- F. COMMON FACILITIES AND AMENITIES:- shall mean and include corridors, roof, stair-ways, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed up-to between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and the same there-under as per the West Bengal Apartment Ownership Act, 1972 and its statutory modifications and/or reenactments thereof in force from time to time and Rules framed there-under or mutually agreed upon by the Land Owners of Flat/s.
- G. **SALEABLE SPACE**: shall mean flats and the car parking space in the proposed building available for independent use and occupation after making due provisions for common facilities and space required therefore (**Save and Except Owner Allocation**).
- H. OWNER'S ALLOCATION:- the Land Owners will be entitled to get one self contained residential Flat, measuring an area of 600 Square Feet built up area, on the First Floor, at the South Facing, along with One Car Parking Space, measuring an area of 135 Square Feet, on the Ground Floor, after completion of G+3 Storied building shall be provided by the Developer as its own costs and expenses, together with sum of Rs.68,00,000/-(Rupees Sixty Eight Lakh) only as an non-refundable/forfeit

amount shall be pay by the Developer i.e. (i) at the time of execution of Development Agreement and Development Power of Attorney, the said Developer shall pay a sum of Rs.25,00,000/-(Rupees Twenty Five Lakh) only to the Owners, (ii) within 15th day of January, 2024 the said Developer shall pay further sum of Rs.5,00,000/- (Rupees Five Lakh) only to the Owners, (iii) in the month of December, 2024 the said Developer shall pay further sum of Rs.20,00,000/- (Rupees Twenty Lakh) only and rest sum of Rs.18,00,000/- (Rupees Eighteen Lakh) only shall be pay by the Developer to the Owners at the time of handover the possession of Owner's Allocation, totally sum of Rs.68,00,000/- (Rupees Sixty Eight Lakh) only, is as the Part of Owner's Allocation in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on pro-rata basis, as fully and particularly set out in the SECOND SCHEDULE hereunder written.

DEVELOPER'S ALLOCATION: - the Developer will be entitled to get (i) One Flat, measuring an area of 600 Square Feet built up area, on the First Floor, (ii) Entire Second Floor, (iii) Entire Third Floor and (iv) Rest Car Parking Space, on the Ground Floor (Save and Except one Car Parking Space of Owners' Allocation), in the proposed G+3 Storied building to be constructed on the said property, including proportionate share in the common

facilities and amenities on pro-rata basis and fully and particularly set out in the **THIRD SCHEDULE** hereunder written.

- SPECIFICATIONS AND AMENITIES: materials and specifications as its recommended by the Architect for the construction of the building amenities means all fittings as described in the specification and will be provided by the Developer in those flats under reserve portion.
- K. <u>TIME</u>: Shall mean the constructing shall be completed within 24 (Twenty Four) Months from the sanction building plan from the Kolkata Municipal Corporation, on the said premises. If any Force Majeure came in front of Developer in that event 06 (Six) months shall be added for any kind of Force Majeure.
- L. **SHIFTING CHARGES**: The Developer shall provide two separate temporary accommodation for the said Land Owners, till the actual possession is delivered for their residence, during the period of construction and shall bear all cost and expenses for such two separate temporary accommodation till the handover the Owner's Allocation with habitable condition in the newly constructed building to them.
- 2. **COMMENCEMENT:** This Agreement will have effect from the date, month and year at the outset and shall remain in force

until such time all the terms and conditions set forth herein complied are fulfilled by both the parties.

# 3. THE LAND OWNERS DECLARES' AS FOLLOWS:

- (a) That they are absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
- (b) That the said property is free from all sorts of encumbrances and the Land Owners have a good marketable title in respect of the said property without having any claim, in respect of right, title, interest and possession of any person or persons and legally right, title and interest to enter into this agreement with the Developer and Land Owners hereby undertake to indemnify and keep the Developer indemnified against any Third Party's claim and demands whatsoever with regard to the title and ownership of the Land Owners.
- (c) That the said property is free from all sorts of encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever and the same are fully occupied and possessed by the Land Owners.
- (d) That there is no notice of acquisition or requisition received or pending in respect of the said property more fully and particularly described in the <u>FIRST SCHEDULE</u> hereunder written.
- (e) There is no other agreement in existence at present of the said premises, in respect of sale or development.

#### ARTICLE - III:

#### OWNER'S RIGHTS AND OBLIGATIONS

- 1. The Land Owners are absolutely seized and possessed and/or otherwise well and sufficiently entitled to the said property described in the **FIRST SCHEDULE** hereunder written, before construction of proposed building as per this Agreement and has absolute right, title and interest to deal with the same and in the manner herein mentioned.
- The Land Owners therein have all right, title, claim and/or demand over the in respect of the said property and/or any portion thereof before construction of proposed building as per this Agreement.

#### ARTICLE - IV:

#### CONSIDERATION

- 1. In consideration of the Land Owners have agreed to permit the Developer to residential exploit the said property and to construct, erect and build a new building in accordance with the specification and material description which are stated in details in **SIXTH SCHEDULE** hereunder written, in the land described and mentioned in the **FIRST SCHEDULE** hereunder written.
- 2. The Developer shall provide to the Land Owners in the new building as per Owner's Allocation as mentioned in Clause H hereinabove written in this Agreement.

#### ARTICLE - V:

# DEVELOPER'S RIGHTS AND REPRESENTATIONS

- The Land Owners have appointed the Developer as the Developer on the premises and the Developer has accepted such appointment on the terms and conditions hereunder contained.
- Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Land Owners of any part of the building or any part thereof to them or creating any right, title or interest thereof in favor of the Developer save as herein expressly provided except the right of the Developer to commercially exploit the saleable space of the Developer' Allocation (Article II (I), in the proposed building in terms hereof and deal with the same in the manner hereinafter stated.
- The Developer on execution of these presents will have all the right to take physical possession of the subject property, to put security and to take all necessary steps, as required, to develop the subject property and to commercially exploit the saleable space of the Developer' Allocation (Article II (I) in the proposed new building in terms hereof and deal with the same in the manner hereinafter stated and to protect all the right and interest of the Land Owners.
- 4) After registration of the said Development Agreement, the Land Owners shall also execute a registered Development Power of Attorney in favour of the Developer linked to the registered Development Agreement empowering the Developer to do all

necessary acts to construct the new proposed G+3 Storied Building in the land and dispose of the Developer' Allocation in the new proposed G+3 Storied Building as they deem fit and proper.

- That, all the original documents of the title and rights on the aforesaid plot of land shall be handed over to the Developer herein by the Land Owners on their accountable receipts on the date of signing of this Agreement for the purpose of construction of the Building Project, sale of the Developer's Allocation as mentioned hereinabove and facilitating updating of the details of the land in the records of Kolkata Municipal Corporation. These documents shall be returned to the Land Owners when done with and the accountable receipts, returned after the construction and sale of the building project is complete.
- The Developer shall take all necessary steps for the approval or sanction of the building plan and all costs for preparation, submission and approval of the building plan shall be borne by the Developer. The Developer shall take prompt and speedy action or steps for getting the approval or sanction of the building plan from the Kolkata Municipal Corporation. The Developer shall mutated the names of the Land Owners herein and obtained mutation certificate in the names of the Land Owners herein, before sanction plan in the names of the Land Owners herein from the Kolkata Municipal Corporation and all costs and expenses solely borne by the said Developer herein.

- 7) The Land Owners hereby undertake to co-operate in all matters and things that will be essential or necessary in relation to the smooth development of the aforesaid property in form of G+3 storied Building and others as stated herein above at the cost of the Developer herein.
- The Developer shall have full right to break, open, demolish and utilize all the materials contained in the existing structure for their own purpose and to sell all or any materials to any person or persons under the choice of the Developer and the money so received shall be utilized by the Developer.
- 9) The Developer shall start the construction of the building on the said plot of land after clearing the old existing structure from the land and commence construction of the Project as per sanctioned Building Plan from the Kolkata Municipal Corporation.
- 10) The Land Owners and the Developer shall jointly use, occupy and enjoy their respective allocation exclusively **TOGETHER**WITH the privilege of using and enjoying the common areas of the building without any right of Ownership.
- 11) The Land Owners and the Developer do hereby indemnify each other against any action or deeds taken by either of them which may cause hindrance to the smooth execution of the development work as mentioned in this Agreement.

#### ARTICLE - VI:

#### POSSESSION

- 1. The Land Owners shall vacate the existing structure along with the land appurtenant herein, as described in the **FIRST SCHEDULE** hereunder written and shall deliver free, quiet, peaceful and unencumbered exclusive vacant possession of the property to the Developer simultaneously on receipt of notice. Upon acceptance of the plan, as witnessed by the Land Owners as per this Agreement, the Developer shall be entitled to obtain vacant possession of the property upon demolition of the existing structure of the building and take away the and materials of the demolished building in to the Developer's custody at its own costs and also to survey the said land to do all necessary jobs for the purpose of construction of the proposed building in terms of this Agreement.
- 2. The Developer shall complete the Owner's Allocation of the proposed building within the above mentioned stipulated period, unless prevented by any unforeseen circumstances as per Force Majeure Clause beyond the control of the Developer and hand over the Owner's Allocation in finished and habitable condition with all arrangement and other necessary fittings, as per specifications described in the **SIXTH SCHEDULE** hereunder written.
- The Land Owners shall have absolute right to transfer or otherwise deal with the Owner's Allocation along with proportionate share in common areas and common passage

without any reference to the Developer or any person/s whatsoever upon getting possession of their respective allotted portion.

- 4. The Developer shall have exclusive right and interest to the Developer's Allocation in the new building with exclusive undisturbed right to transfer, sale and/or otherwise deal with or dispose of the same without however affecting any right, title, claim or interest therein as per this Agreement whatsoever of the Land Owners and the Land Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.
- 5. The Land Owners hereby further undertake to give the Developer the Development Power of Attorney in a form and manner reasonably required for the purpose of smooth construction work in terms of this Deed and to deal with concerned authority and also to deal with by way of transfer and dispose of Developer's Allocation (Save and Except the Owner's Allocation). It is further understood however that such dealings shall neither in any way fasten nor create any financial or legal liability upon the Land Owners nor there shall be any a clause inconsistent with or against the terms' mentioned in this Agreement.
- 6. If the Land Owners upon due notice fail, neglect or refuse to execute and register appropriate Deed of Conveyances in favour of the intending purchaser/s without valid reason, then in that even the Developer shall be at liberty to complete the registered

Deed of Conveyance in favour of such intending purchaser/s of Developer's Allocation as per the authority of the Power of Attorney to be executed and for which it shall be presumed that the Developer is deemed to have been expressly authorized by the original recorded Land Owners to do the same.

#### ARTICLE - VII:

### **COMMON EXPENSES**

- 1. From the date of handing over the possession of the Owner's Allocation in a form of complete flat, the Land Owners shall pay to the Developer, the said proportionate charges for the common facilities in the new building till such period so long the Association of flats Owners' are formed for the said apartments in the building. If however they said Association are not formed due to any reasons, the Developer in such event shall continue to maintain and manage the said building on receiving service charges at the rates as will be settled prior to the handing over possession of the flats to the flat owners' including the original recorded Owners'.
- 2. Transfer of any part of the Owner's Allocation in the new building shall be subject to the provisions hereto made and the Transferee thereafter shall be responsible for payment of the said rates and other charges for the common facilities proportionately in respect of the constructed space in the building so transferred.

### ARTICLE - VIII:

#### COMMON RESTRICTIONS

The Owners' Allocation in the new Building shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for common benefits on all occupiers of the new building which shall include the following:

- 1. The Land Owners shall not use or permit to use of the Owners' Allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazards to the Land Owners of the new building. The Developer and its nominee/s shall not use any portion thereof for carrying on any obnoxious illegal and immoral trade or activities nor use thereof for any purpose, which may cause any nuisance, hazards to the Land Owners of the new building.
- 2. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies and Association when formed in future as the case may be without invading the rights of the Land Owners and the Developer.
- The Land Owners and the Developer and/or its nominee/s shall keep their respective allocations in the new building in good condition and repairs.

4. Neither parties shall throw, accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors or any other portion of the new building.

#### ARTICLE - IX:

### OWNERS' OBLIGATIONS

- 1. The Land Owners shall give unencumbered land and property simultaneously with the execution of this Deed of Agreement to the Developer. The Land Owners hereby covenant with the Developer not to cause any hindrance in the construction of the building at the said property by the Developer.
- The Land Owners hereby agree to covenant with the Developer not to do any act or deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of any part or portion of the Developer's Allocation in the building or for the said property save and except the right of proportionate share in the land of the Land Owners.
- 3. The Land Owners hereby agree and covenant with the Developer not to let out, grant, Lease, mortgage and/or charge the allocated portion of the Developer in the super built-up construction, but shall have all those rights of alienation in respect of their allocated portion upon getting on completion of the building to any person/s, company/ies. The Developer also

shall have no right to let-out, grant lease, mortgage and/or charge the allocated super built-up areas of the Land Owners.

- 4. The Land Owners hereby declare in clear and unequivocal terms that neither they nor their and representatives after execution of this Agreement shall encumber or otherwise transfer the land, as described in the **FIRST SCHEDULE** hereunder written and shall abide this stipulation set out in the Agreement.
- 5. The Developer will have the right to enter into Agreement for Sale of the flat/flats and other spaces of the proposed building with a intending purchaser/s, the Developer shall also be entitled to take earnest and consideration money for proportionate share in land and construction cost as advance as well as consideration money from any intending purchaser/s in respect of the flats of the proposed building allotted to the Developer.
- Owners shall executed Development Power of Attorney in favour of the Developer or its nominee/s authorizing the Developer or its nominee/s as the case may be for taking all necessary steps in connection with the property described in the **FIRST SCHEDULE** hereunder written in respect of the proposed building on the said property and to represent the Land Owners before the Kolkata Municipal Corporation, K.I.T., West Bengal Police, Fire Brigade and any other Authorities including State or Central Government in connection with the construction of the

proposed building and other writings on their behalf and also to execute Agreement for Sale of Flats as well as Deed of Conveyance in respect of portions allotted to the Developer and to receive consideration thereof. Save and except the Owners' Allocation.

#### ARTICLE - X:

### **DEVELOPER'S OBLIGATIONS**

- Owners not to violate or contravene any of the provisions of rules applicable for construction of the building and shall positively complete the construction within 24 (Twenty Four) Months from the date of sanction building plan from the Kolkata Municipal Corporation of the proposed building in the aforesaid property and shall positively deliver Owners' Allocation.
- 2. To provide residential accommodation of the Owners' at Developer's costs to the Land Owners of the land till the flat and car parking space allotted to the Land Owners in the proposed new building is delivered to them upon completion.

#### ARTICLE - XI:

#### OWNER'S INDEMNITY

The Land Owners hereby undertakes that they had positively delivery the vacant unencumbered possession of the said property to the Developer from the same day as mentioned herein above.

#### ARTICLE - XII:

## **DEVELOPER'S INDEMNITY**

- 1. The Developer hereby undertake to keep the Land Owners indemnified against all Third Party's claims and notices arising out of any sort of act or commission or commission of the Developer in or in relation to the construction of the said new building strictly under the supervision of architect and engineer appointed by the Developer at his own cost and expenses.
- 2. The Developer hereby undertake to keep the Land Owners indemnified against all actions, suits, costs, proceedings and claim that may arise after the execution of this Agreement and with regard to the construction of the said property and/or in the matter of Development of the said building and/or any defect herein.
- 3. The Agreement herein made shall not be treated as Partnership between the Land Owners and the Developer. The Developer is given the absolute rights to develop the said property as aforesaid for residential exploitation of Developer's Allocation in lieu of Owners' Allocation in terms of this Agreement.
- 4. Nothing in these presents shall be constructed as a demise or assignment or conveyance in land by the Land Owners of the said property or any party or any part thereof to the Developer as creating any right, title and interest in respect thereof in the Developer other than a exclusive license to the Developer to

residential exploit the same to their benefit in terms hereto provided however the Developer shall be entitle to borrow money from any Bank/s or any private Financial Institutions without creating any financial liability on the Owners and their other estate shall not be encumber and/or liable for payment of any such dues of such Bank/s or any privet Financial Institutions and for that purpose the Developer shall keep the Land Owners indemnified against any action, suits and proceedings and costs, charges and expenses in respect thereof.

- 5. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served upon the Land Owners, if sent to them under registered post with acknowledgement due at the address given in this Agreement.
- 6. The Land Owners hereby fully agree and consent that the Developer shall have exclusive right to advertise, fix hoardings or sign boards of any kind relating to the publicity for the benefit of residential exploitation of the new building from the date of execution of this Agreement and on completion of the building or earlier all such advertisements and hoardings shall be cleared of the same by the Developer.
- 7. The Developer hereby declare that it has entered into this Agreement upon relying on the Land Owners representation and

bonafide about their title to the said property described in the **FIRST SCHEDULE** written hereunder.

8. The Developer without prejudice to the right of the Owners/
Vendors in this Agreement shall be entitled to enter into in his
said capacity with any other Building Contractor, Architect and
others for carrying out the said Development at its own risk and
costs.

### ARTICLE - XIII: FORCE MAJEURE

- 1. The respective parties herein mentioned shall not be considered to be liable for any obligation hereunder that the performance of the relative obligation was prevented by any force majeure and this contract shall remain suspended during the period of such force majeure, if any.
- The term force majeure shall mean floods, earth-quake, riots, war, storm, tempest, civil commotion or any other act or commission beyond the control of the parties hereto.

#### ARBITRATION

Any dispute of differences on any matter relating to the terms and conditions of this Agreement herein between the parties hereto shall be referred to arbitration and the award of the Arbitrator shall be final and binding upon the Parties in accordance with the Arbitration and Conciliation Act, 1996 as amended till date.

# THE FIRST SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of Bastu land measuring an area of 02 Cottahs, 11 Chittacks & 42 Square Feet more or less, together with 100 Square Feet of tile shed structure thereon, being Scheme Plot No. 5, lying and situated at Mouza – Naktala, J.L. No. 32, comprised a Portion of C.S. Dag No. 22, appertaining to Khatian No. 38, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 6/2R, Naktala Road, under Ward No. 100, Police Station – Jadavpur now Netaji Nagar, Kolkata – 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Parganas, having Assessee No. 211000600573, along with all easement and other appertaining right thereto, is butted and bounded on the said Property in the following manner:

ON THE NORTH :

By Part of C.S. Dag No. 22;

ON THE SOUTH :

By 16' Feet Wide Road;

ON THE EAST

By Land of Plot No. 4;

ON THE WEST

By Land of Plot No. 6.

# THE SECOND SCHEDULE ABOVE REFERRED TO (OWNER'S ALLOCATION)

**ALL THAT** the Land Owners will be entitled to get one self contained residential Flat, measuring an area of 600 Square Feet built up area, on the First Floor, at the South Facing, along with One Car Parking Space, measuring an area of 135 Square Feet, on the Ground Floor, after completion of G+3 Storied building shall be provided by the Developer

as its own costs and expenses, together with sum of Rs.68,00,000/-(Rupees Sixty Eight Lakh) only as an non-refundable/forfeit amount shall be pay by the Developer i.e. (i) at the time of execution of Development Agreement and Development Power of Attorney, the said Developer shall pay a sum of Rs.25,00,000/- (Rupees Twenty Five Lakh) only to the Owners, (ii) within 15th day of January, 2024 the said Developer shall pay further sum of Rs.5,00,000/- (Rupees Five Lakh) only to the Owners, (iii) in the month of December, 2024 the said Developer shall pay further sum of Rs.20,00,000/- (Rupees Twenty Lakh) only and rest sum of Rs.18,00,000/- (Rupees Eighteen Lakh) only shall be pay by the Developer to the Owners at the time of handover the possession of Owners' Allocation, totally sum of Rs.68,00,000/- (Rupees Sixty Eight Lakh) only, along with undivided proportionate share of the land, including proportionate share in the common facilities and amenities on pro-rata basis, together with all common area, facilities and amenities of the property.

# THE THIRD SCHEDULE ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

**ALL THAT** under the same Schedule the Developer will be entitled to get (i) One Flat, measuring an area of 600 Square Feet built up area more or less, on the First Floor, (ii) Entire Second Floor, (iii) Entire Third Floor and (iv) Rest Car Parking Space, on the Ground Floor (Save and Except one Car Parking Space of Owners' Allocation), in the proposed G+3 Storied building to be constructed on the said property, along with all

common area with right of easement and the undivided proportionate share in the land after handover the Owners' Allocation to the Land Owners including proportionate share in the common facilities and amenities on pro-rata basis, to be sold to the intending Purchasers from Developer's Allocation.

# THE FOURTH SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE PROPOSED BUILDING)

ALL THAT a proposed G+3 Storied Residential building to be constructed upon the Land mentioned in the **FIRST SCHEDULE** hereinabove written, under the supervision of architect and engineer appointed by the Developer and as per specification mentioned in the **SIXTH SCHEDULE** hereunder written, having all the common amenities and facilities as described in the **FIFTH SCHEDULE** hereunder written.

# THE FIFTH SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE COMMON AMENITIES AND FACILITIES)

- Entrance and Exit.
- Boundary walls, main gate of the said premises.
- Staircase landing on all the floors of the said building.
- 4. Entrance passage, lobbies, common space surrounding the building walls, foundation, columns, beams, supporters etc. underground reservoir, overhead water tank, septic tank, electric room, pump room, common toilet on the ground floor.

- 5. Water pump and its room, if any and water tank, underground reservoir, overhead tank and water supply line.
- 6. Drainage, rain water pipes and sewerage lines/systems and other installations for the same (except those areas of any flat and/or exclusively for its use).
- Electrical wiring including meter and main switches and other fittings and fixtures (excluding those as are installed within the exclusively area of any flat and/or exclusively for its use).
- 8. The ultimate roof of the said building with common use and enjoyment with other flat owners exclusive with the land Owner.
- Such other common parts, equipments, installations, fixtures, fittings and spaces for occupancy of the respective portions in the said building.

# THE SIXTH SCHEDULE REFERRED ABOVE TO (DESCRIPTION OF THE SPECIFICATION OF CONSTRUCTION)

FOUNDATION

: R.C.C. Foundation (that can bear load of

G+3 storied building)

CEMENT

: ACC/Ambuja/Ultrtech

SAND

: Coarse Sand and Medium Coarse.

BRICK

1st Class/Standard quality.

**BOUNDARY WALLS** 

All boundary walls reconstruction/repair

with plaster and painting.

FLOOR

All floors will be made with Marble in bed rooms, drawing, dining, kitchen and varanda, Floor of Kitchen and staircase and Toilet will also be made of Tiles.

VARANDA

Fitting grilled Varandas.

WALL

External wall will be 8" & Internal Walls will be 5" & 3" thick, internal walls will be finished with a cast of plaster of Paris and outside Paint from Asian Paints Company.

ELECTRICAL WIRING

"Havells" Eight Way M.C.B. will be provided. All wiring in copper of standard wire ISI mark (Havell/Finolex made) and Havell Switches, allowing necessary Switches, fuse and plug points as needed.

ELECTRICAL INSTALLATION

Bed room: a) 1 Fan Point, b) 2 nos. of light point on two wall, b) 3 nos. of 5 Amp plug, c) 1 no. 15 Amp Plug, d) 1 A.C. Point.

Varanda: a) 1 light Point, b) 1.5 Amp Plug.

Dining: a) 2 nos. Fan Point, b) 3 nos. of light point on three walls, 5 nos. 5 Amp Plug, 3 nos. 15 Amp Plug, c) 1.15 Amp Plug, d) 1.5 Amp Plug;

Kitchen: a) 1 light point, b) 1 exhaust fan point, 4 nos. 5 Amp plug, 3 nos. 15 Amp Plug, c) 1 power point (15 Amp), d) 1 Aqua guard point.

Bath Room: a) 1 light point, b) 1 geyser point (15 Amp.), c) 1 Fan point;

Stair: 1 light point on each landing.

W.C.: 1 light point,

Extra points as per requirements.

WINDOWS

Aluminum Channel with Grill Coven.

SUPER STRUCTURE

R.C.C. framed building with columns,

floors and roof slabs.

KITCHEN

Kitchen top will be Black Stones.

Sink will be of steel with one tap below the

Sink.

WALL INSIDE

Plaster of Paris with Primer .

WATER SUPPLY

By K.M.C. from reservoir to overhead tank For uplifting of water from underground reservoir to over tank by adequate Horse Power Pump and motor of reputed branded

company.

EXTRA WORK

Any work other than this agreed specification shall be charged extra and the amount will paid before execution of work.

**EXTRA WORK**: In addition to the above items if the Land Owners want to provide additional items or wants to change the specification of any item be allowed after getting the permission from the consulting Engineer, if he fulfills the following. An estimate for additional work or the change item, shall be supplied by the Developer and the Land Owners have to pay the total amount in advance to carry out these additional / changed items within their allocation.

**IN WITNESSES WHEREOF** the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**In the presence of

WITNESSES:-

1) Syry Sorken Duta 37/53, Nakdala Road hol - 47.

2) I Basu der Prut. 43/2 Jheel Rrad. Sentashpm. Valita Ashah Biswan 3. Am 3+/9 IBRAHIMPUR ROAD KOL-32

Ashall Bisway

Debagan De Alm F1-726/03 Bijoya Data Foy Sharmistha Biswas.

SIGNATURE OF THE LAND OWNERS

JOYSHANKAR SARKAR Layshankay Sankay. Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by:

PRINT ZONE,
Alipore Police Court,
Kolkata - 700027.
Sarfaraz Ahmed.



Thumb

1st finger Middle Finger Ring Finger Small Finger

left hand		
right hand		

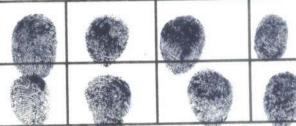
Name BIJOYA DUTTA ROY.
Signature Biyoya Data Roy



Name SHARMISHTA BISWAS. Signature Sharunia lha Biswas .

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left hand						
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Name SUPARNA MAJHI. Signature Supar Na Majhi

right hand



Thumb

1st finger Middle Finger Ring Finger Small Finger

	entilling.	 3	 
left hand			504
right hand			

Name JOYSHANKAR SARKAR.
Signature Janyshankon Bankan.

# MONEY RECEIPT

RECEIVED a sum of Rs.25,00,000/- (Rupees Twenty Five Lakh) only as an non-refundable/forfeit amount, out of entire sum of Rs.68,00,000/- (Rupees Sixty Eight Lakh) only as an non-refundable/forfeit amount from the above mentioned Developer, in terms of this Agreement in presence of the following witnesses and in the following manners:-

DATE	CASH/BANI	K / BRANCH	CHEQUE	NO	AMOUNT (RS)
20.09.2023-	HOPE	BANK	RTGS		Ps. 10,00,000 F
21.09.2023-		BANK -	RTUS	_	10.00,000.
21.09.2023-	HDFC	Bank -	RTUS	~	5,00,000

TOTAL

Rs. 25,00,000/

(RUPEES TWENTY FIVE LAKHS - ) ONLY

WITNESSES:-

1) Suyung Sendan Dutta

2) Bose der Parl

Bijoya Duta Rg Sharmisha Biswara.

Suparna Maghi SIGNATURE OF THE LAND OWNERS

6136 NOOK

जिलिकाजृति त अपराEnrolment-No.: 1528/8444-3/19201 TO CASTER BOTH OF THE SECOND

S/O: Late Dhiren Paul Basu Dev Paul बागू (पन भाग P.S - Garia West Bengal - 700075 Santoshpur 43/2, Jhill Road Kolkata Sentoshpur

7044322146

আপনার অধার সংখ্যা / Your Aadhaar No.:

আমার আধার, আমার পরিচয় 8035 3737 7879



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Government of India

pile san his Basy Dev Paul

S-CERT - 008 - 04/12/1962

STATE

8035 3737 7879



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- M Aadhaar is a proof of identity, not of citizenship. INFORMATION
- To establish identity, authenticate online.
- a This is electronically generated letter.
- क जागत पति पति मना।
- শাধর ভবিষয়ত সরকারী ও বেসরকারী দরিবেবা গ্রন্থির সহারক হব।
- \* Audhear is valid throughout the country .
- Audhaar will be helpful in availing Government and Non-Government services in future



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তিকালা: এন/ও: দেই দিয়েন দান, 43/2, ভিন রোড, ক্ষি:১ন - খন্ডদা, মন্তোৰপূর, Address: S/O: Law Ohiren Paul, 43/2, Santoshpur, Askate. Jhill Road, PS Gada West Bengar 200022

প্রস্থিত হ'

700075

8035 3737 7879

# Major Information of the Deed

Deed No:	I-1603-14551/2023	Date of Registration	21/09/2023		
Query No / Year	1603-2002365779/2023	Office where deed is registered			
Query Date	17/09/2023 10:04:48 PM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas			
Applicant Name, Address & Other Details	BASUDEV PAUL ALIPORE POLICE COURT, Than BENGAL, PIN - 700027, Mobile N	a : Alipore, District : South 24- No. : 9123358303, Status :Dee	Parganas, WEST		
Transaction		Additional Transaction	To all the second second		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]			
Set Forth value	2. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Market Value			
Rs. 2/-	-97	Rs. 44,74,575/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 7,021/- (Article:48(g))		Rs. 25,053/- (Article:E, E, B)			
Remarks	Received Rs. 50/- (FIFTY only ) area)				

#### Land Details:

District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Naktala Road, , Premises No: 6/2R, , Ward No: 100 Pin Code : 700047

Sch No	Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SCHOOL STREET,	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu		2 Katha 11 Chatak 42 Sq Ft	1/-		Width of Approach Road: 16 Ft.,
	Grand	Total:			4.5306Dec	1 /-	44,48,250 /-	

# Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	26,325/-	Structure Type: Structure
	Gr. Floor Area of fl		100	Control Management	ge of Structure: 10 Years, Roof Type

0	Name,Address,Photo,Finger p	rint and Signat	ure				
	Name	Photo	Finger Print	Signature			
	Mrs BIJOYA DUTTA ROY Wife of Late Debabrata Dutta Roy Executed by: Self, Date of Execution: 21/09/2023 , Admitted by: Self, Date of Admission: 21/09/2023 ,Place : Office			P3-3-4- 800m. A-3			
		21/09/2023	LTI 21/09/2023	21/09/2023			
	India, PIN:- 700047 Sex: Fe	male, By Cast No: 51xxxxxx	e: Hindu, Occupat xx0137, Status :In	ict:-South 24-Parganas, West Bengalion: House wife, Citizen of: India, PAdividual, Executed by: Self, Date of			
2	Name	Photo	Finger Print	Signature			
	Mrs SHARMISTHA BISWAS Wife of Mr Ashok Biswas Executed by: Self, Date of Execution: 21/09/2023 , Admitted by: Self, Date of Admission: 21/09/2023 ,Place : Office			Shamon's Bison.			
		21/09/2023	LTI 21/09/2023	21/09/2023			
	37/9, Ibrahimpur Road, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: azxxxxxx4k, Aadhaar No: 67xxxxxxxx1254, Status:Individual, Executed by: Self, Date of Execution: 21/09/2023 , Admitted by: Self, Date of Admission: 21/09/2023 , Place: Office						
3	Name	Photo	Finger Print	Signature			
	Mrs SUPARNA MAJHI Wife of Mr Chandra Sekhar Majhi Executed by: Self, Date of Execution: 21/09/2023 , Admitted by: Self, Date of Admission: 21/09/2023 ,Place : Office			Supram dugh			
		21/09/2023	LTI 21/09/2023	21/09/2023			
	PIN:- 752002 Sex: Female,	By Caste: Hin	, P.O:- Puri, P.S:- du, Occupation: He	PIPILI, District:-Puri, Orissa, India, ouse wife, Citizen of: India, PAN No.: al, Executed by: Self, Date of			

## Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M S JOYSHANKAR SARKAR 33B, D.P.P. Road (Plot No. 287, Ganguly Bagan Scheme), City:-, P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047, PAN No.:: BPxxxxxx5G, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

# Representative Details:

er Print Signature
Toping gover
.TI 21/09/2023 9/2023

# Identifier Details :

Name	Photo	Finger Print	Signature
Mr Basudev Paul Son of Late D. C. Paul Alipore Police Court, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	W		Charles Sur
	21/09/2023	21/09/2023	21/09/2023

Trans	fer of property for L1	The second of th
SI.No	From	To. with area (Name-Area)
1	Mrs BIJOYA DUTTA ROY	M S JOYSHANKAR SARKAR-1.51021 Dec
2	Mrs SHARMISTHA BISWAS	M S JOYSHANKAR SARKAR-1.51021 Dec
3	Mrs SUPARNA MAJHI	M S JOYSHANKAR SARKAR-1.51021 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Mrs BIJOYA DUTTA ROY	M S JOYSHANKAR SARKAR-33.33333300 Sq Ft
2	Mrs SHARMISTHA BISWAS	M S JOYSHANKAR SARKAR-33.33333300 Sq Ft
3	Mrs SUPARNA MAJHI	M S JOYSHANKAR SARKAR-33.33333300 Sq Ft

#### Endorsement For Deed Number : I - 160314551 / 2023

#### On 21-09-2023

# 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 10:56 hrs on 21-09-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr JOYSHANKAR SARKAR ,.

# 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 44,74,575/-

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

Execution is admitted on 21/09/2023 by 1. Mrs BIJOYA DUTTA ROY, Wife of Late Debabrata Dutta Roy, 6/2R, Naktala Road, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife, 2. Mrs SHARMISTHA BISWAS, Wife of Mr Ashok Biswas, 37/9, Ibrahimpur Road, P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession House wife, 3. Mrs SUPARNA MAJHI, Wife of Mr Chandra Sekhar Majhi, Ashramachhaka, Sarbodaya Nagar, P.O: Puri, Thana: PIPILI, , Puri, ORISSA, India, PIN - 752002, by caste Hindu, by Profession House wife

Indetified by Mr Basudev Paul, , , Son of Late D. C. Paul, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 21-09-2023 by Mr JOYSHANKAR SARKAR, Proprietor, M S JOYSHANKAR SARKAR (Sole Proprietoship), 33B, D.P.P. Road (Plot No. 287, Ganguly Bagan Scheme), City:-, P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047

Indetified by Mr Basudev Paul, , , Son of Late D. C. Paul, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,053.00/- (B = Rs 25,000.00/-, E = Rs 21.00/-, H = Rs 28.00/-, M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 25,021/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/09/2023 2:33PM with Govt. Ref. No: 192023240227910958 on 20-09-2023, Amount Rs: 25,021/-, Bank: SBI EPay (SBIePay), Ref. No. 1953304472339 on 20-09-2023, Head of Account 0030-03-104-001-16

### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 26751, Amount: Rs.100.00/-, Date of Purchase: 28/08/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/09/2023 2:33PM with Govt. Ref. No: 192023240227910958 on 20-09-2023, Amount Rs: 6,921/-, Bank: SBI EPay (SBIePay), Ref. No. 1953304472339 on 20-09-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2023, Page from 392733 to 392780 being No 160314551 for the year 2023.



Shan

Digitally signed by Debasish Dhar Date: 2023.09.22 12:34:27 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 22/09/2023 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.