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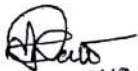
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Certified that the document is admitted to registration. The signature sheet / sheets and the endorsement sheet / sheets attached to this document are the part of this document.

  
Registrar U/S 7(2)  
District Sub Registrar-II  
North 24 Parganas, Barasat

08 DEC 2021

**JOINT VENTURE AGREEMENT**

**BETWEEN**

**DEVELOPERS AND LANDLORDS**

**FOR CONSTRUCTION OF MULTI-STORIED BUILDING(S)**

This Article of Development Agreement made on this 8<sup>th</sup> day of December, Two Thousand Twenty one (2021) Christian Era.

Contd. to Page.....2

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13/11/2024

PAVNA LAL NASKAR  
ADVOCATE  
BARASAT JUDGES COURT  
NORTH 24 PARGANAS.

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Registrar US 7(2)  
District Sub Registrar-II  
North 24 Parganas, Barasat

08 DEC 2023

**BETWEEN**

**"SILVERLINE CONSTRUCTION"**, a proprietorship concern represented by its sole proprietor, **SRI PRAN BALRAV SARKAR, PAN - ALLPS6566P, AADHAAR NO. - 8928 8881 7735**, and said Sri Pran Ballav Sarkar himself, son of Late Radhika Mohan Sarkar, by faith Hindu, by Occupation Business, by Nationality Indian, residence and office situated at 2 No. Niranjani Pally Panchkari Kada Road (Baganbari), Post Office - R-Gopalpur, police Station Airport now Narayanpur, Kolkata -700136, hereinafter called and referred to as the **LAND OWNER/LAND LORD** (which term or expressions unless excluded by or repugnant to the context or subject, shall deem to mean include his respective heirs, executors, administrators and assigns) the party of the **FIRST PART**.

**"SAPTAACON"**, a proprietorship concern represented by its sole proprietor, **SRI BISWANATH DAS, PAN - AHRPD6479Q, AADHAAR NO. - 5755 4513 7763**, son of Sri Nityananda Das, by faith Hindu, by Occupation Business, by Nationality Indian, residence and office situated at RH 37 Raghunathpur, Sarkar Bagan, Post Office - Raghunathpur, Police Station - Baguiati, Kolkata -700059, North 24 Parganas, hereinafter called and referred to as the **DEVELOPER/ CONFIRMING PARTY** (which term or expressions unless excluded by or repugnant to the context or subject, shall deem to mean include his respective heirs, executors, administrators and assigns) the party of the **SECOND PART**.

**Whereas** One Bholanath Naskar was the R.S recorded Owner of **ALL THAT** the Danga land measuring about 15 (fifteen) decimals lying and situated at Mouza Raghunathpur, J.L No. 8, Re. Su. No. 134, Touzi No. 3027, comprised in R.S Dag No. 226, under R.S Khathan No. 298, under the then Police Station - Rajarhat within the District North 24 Parganas and during the possession of the said property said Bholanath Naskar died on 10.01.1972 leaving behind his only wife Smt Matangini Naskar, three sons namely Sri Bijoy Krishna Naskar, Sri Haran Chandra Naskar, Sri Prabhath Chandra Naskar, two daughters namely Smt Sakuni Bala Monadal alias Sulkri Bala Mandal and Smt Santi Lata Mandal who have got the aforesaid property as 1/6<sup>th</sup> share of each by way of inheritance from their deceased husband and father and jointly they have been possessing the said property as cjmal.



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Registrar U/S 7(2)  
District Sub Registrar-II  
North 24 Parganas, Barasat

08 DEC 2021

**AND WHEREAS** thereafter Bijoy Krishna Naskar died as bachelor on 11.12.1984 and as per Hindu succession Act his mother Matangini Naskar, two brothers Sri Haran Chandra Naskar, Sri Prabhat Chandra Naskar, two sisters namely Smt Sakuni Bala Monadal alias Sukni Bala Mandal and Smt Santi Lata Mandal have got the said share of property left by deceased Bijoy Krishna Naskar.

**AND Whereas** during possession of the said property said Smt. Matangini Naskar wife of late Bholanath Naskar duly mutated her name in the L.R operation being L.R Khatian No. 1082/1 as per her share of land and died on 10.01.1987 leaving behind her two sons namely Sri Haran Chandra Naskar, Sri Prabhat Chandra Naskar, two daughters namely Smt Sakuni Bala Monadal alias Sukni Bala Mandal and Smt Santi Lata Mandal as her legal heirs, successors and representatives and each of them have got the aforesaid property as  $\frac{1}{4}$  th share of each and possessing the same jointly.

**AND WHEREAS** during joint possession of the aforesaid property said Sri Prabhat Chandra Naskar duly mutated his name in L.R Khatian No. 783, Sri Haran Chandra Naskar duly mutated his name in L.R Khatian No. 1650, Smt Sakuni Bala Monadal alias Sukni Bala Mandal duly mutated her name in L.R Khatian No. 1403/1 and Smt Santi Lata Mandal also mutated her name in L.R Khatian No. 1337/1, as per their respective  $\frac{1}{4}$ th share of the landed property have got by way of inheritance, paying rents and taxes up to date.

**AND Whereas** thereafter Haran Chandra Naskar died on 02.01.1994 intestate leaving behind his only wife Smt. Gita Rani Naskar, four sons namely Sri Samar Naskar, Sri Netai Naskar and Sri Debabrata Naskar and Sri Tarani Naskar and only daughter namely Smt. Chandana Naskar (Mondal) as his only legal heirs, successors and representative who have got  $\frac{1}{4}$ th share i.e 3.75 decimals out of total land 15 (fifteen) decimals equivalent to 2 Kottahas 04 chittacks comprised in R.S Dag No. 226, under R.S Khatian No. 298 corresponding to R.S Dag No. 226, under L.R Khatian No. 1650 (recorded in the name of deceased Haran Chandra Naskar)

**AND whereas** by a registered Bengali Kobala dated 15.10.2007 registered at the office of DSR II, Barasat, recorded in Book No. I, CD Volume No. 57, pages from 6097 to 6110 vide being No. 16473 for the year 2013 said legal heirs of Late Haran Chandra Naskar namely Smt. Gita Rani Naskar, Sri Samar Naskar, Sri Netai Nasakar, Sri Debabrata Naskar and Sri Tarani Naskar and Smt Chandana Naskar (Wondal) sold, transferred, conveyed all that the property about 2 Kottahas 04 Chittacks comprised in R.S Dag & L.R Dag No. 226, under R.S Khaitan No. 298 corresponding to L.R Khaitan No. 1650, at Mouza - Raghunathpur, J.L. No. 8, to and in favour of present owner herein above **SILVERLINE CONSTRUCTION**, represented by its sole proprietor **Sri Pran Ballav Sarkar**, son of late Radhika Mohan Sarkar, by faith Hindu, by Occupation Business, by Nationality Indian, residence and office situated at 2 No. Niranjani Pally Panchkari Kada Road (Baganbari), Post Office - R-Gopalpur, Police Station - Airport now Narayanpur, Kolkata -700136.

**AND whereas** by a registered Bengali Kobala Being 4690/2008 dated 09.04.2008 registered at the office of A.D.S.R Bidhanagar (saltlake city), recorded in Book No. I CD Volume No. 5, pages from 1326 to 1344 the afore said owner, **Sri Pran Ballav Sarkar**, son of late Radhika Mohan Sarkar, by faith Hindu, by Occupation Business, by Nationality Indian, residence and office situated at 2 No. Niranjani Pally Panchkari Kada Road (Baganbari), Post Office - R-Gopalpur, Police Station - Airport now Narayanpur, Kolkata -700136, a sole proprietor of **SILVERLINE CONSTRUCTION**, was purchased all that the land measuring about 05 (five) Kottahas 08 (eight) Chittacks comprised in R.S & L.R Dag No. 226, in R.S Khaitan No. 298 corresponding to L.R Khaitan No. 783 and all that the property about 02 (two) Kottahas of land comprised R.S & L.R Dag No. 226, in R.S Khaitan No. 298 corresponding to L.R Khaitan No. 1403/1 and 1337/1 in total landed property measuring about 07 (seven) Kottahas 08 (eight) Chittacks situated at Mouza - Raghunathpur, J.L No. 8, from one Susanta Kumar Naskar son of late Bakreswar Naskar and Smt. Anjana Naskar wife of Krishna Chandra Naskar in consideration mentioned therein.

**AND whereas** by a registered Bengali Kobala Being 152307449/2017 dated 28.07.2017 registered at the office of A.D.S.R Bidhanagar, recorded in Book No. I, Volume No.1523-2017, pages from 214499 to 214520 the aforesaid owner, **Sri Pran Ballav Sarkar**, son of

Late Radhika Mohan Sarkar, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 2 No. Niranjan Pally Panchkari Kada Road (Baganbari), Post Office - R-Gopalpur, Police Station - Airport now Narayanpur, Kolkata - 700136, was purchased all that the land measuring about 2 (two) Chittacks 23 (twenty three) square feet out of 05 Chittacks comprised in F.S Dag No. 222, in R.S Khatian No. 237 situated at Mouza - Raghunathpur, J.L No. 8, from Kanai Baidya Alias Kanailal Baidya son of late Haran Baidya alias Haran Chandra Baidya consideration mentioned therein.

**And Whereas** Thus the owner herein above became the absolute owner of all that the property measuring about 09 (nine) Kottahas 14 (fourteen) Chittacks 23 (twenty three) square feet have got by virtue of three registered Bengali Kobala Being No. 16473/2013, 4690/2008 and 152307449/2017 and during possession of the aforesaid property said Land Owner duly mutated his name in the B.L & L.R.O in L.R Khatian No. 3394(8 Decimal = 4 Kottah 13 Chattak 19.8 Sq. Ft.), 3395 (7 Decimal = 4 Kottah 3 Chattak 34.2 Sq. Ft.) and 3410 (2 Chattak) in L.R Dag No 226, 222 and he also mutated his name before the then Rajarhat Gopalpur Municipality now Bidhannagar municipal corporation, Being Holding No. 187 paying rents and taxes up to date.

**And Whereas** Thus the aforesaid owner have got Bastu land measuring an area about 09 (Nine) Kottahas 14 (Fourteen) Chittacks 23 (Twenty three) square feet as per deeds and as per record 9 (Nine) Kottahas 3 (Three) Chat ak 9 (Nine) Sq. ft. be the same a little more or less lying and situated at Mouza -Raghunathpur, J.L.No. 8, Re. Su. No 134, Touzi No. 3027, Comprised in R.S Dag No. 226, 222 under R.S Khatian No. 298, 272, corresponding to L.R. Khatian No. 3394(8 Decimal = 4 Kottah 13 Chattak 19.8 Sq. Ft.), 3395 (7 Decimal = 4 Kottah 3 Chattak 34.2 Sq. Ft.) and 3410 (2 Chattak) under L.R Dag No. 226, 222 within the local limits of Rajarhat Gopalpur Municipality, Being holding No. 187, under Ward No. 17, presently under Bidhannagar Municipal Corporation being Ward No. 9, under then Police Station Rajarhat now Baguiati, A.D.S.R.O Rajarhat Newtown Kolkata 700059, District North 24 Parganas, morefully and specifically written in the Schedule "A" hereunder, that is seized and possessed by the owner herein above is free from free from all encumbrances, liens, charges, lispence, whatsoever.

**And Whereas** now the Owner intend to develop the under Schedule "A" property measuring an areas of 09 (nine) Kottahas 14 (fourteen)Chittacks 23 (twenty three) square feet be as per deeds out of which as per record 9 (Nine) Kottahas 3 (Three) Chattak 9 (Nine) Sq. ft. the same a little more or less by raising construction of multi-storied building or

buildings with basement in accordance with the sanctioned building plan but due to lack of experience he could not be able to proceed further and finding no other alternative, decided to appoint "Developers"/Builders who will be able to undertake the aforesaid job. The land owner has expressed his desire to construct a multi storied building with basement upon the Schedule land which is free from all sorts of encumbrances liens, charges, lispendenents attachments to the Developer herein at the developer's cost and expenses under the some mutual terms and conditions subject to the sanction of the building plan by the concerned appropriate authority. The mutual terms and conditions are as mentioned below.

**NOW THIS AGREEMENT WITNESETH** and it is agreed by and between the parties hereto as follows: -

**"OWNERS"** shall mean **"Silverline Construction"** a proprietorship concern represented by it's a sole proprietor **Sri Pran Ballav Sarkar**, residence and office situated at 2 No. Niranjani Pally Panchkari Kada Road (Bagambari), Post Office - R-Gopalpur, police Station - Airport now Narayanpur, Kolkata -700136, the party of the **FIRST PART** hereto holding 100% rights, title and interest in the **"SAID LAND"** and his heirs legal representatives, executors, administrators and assigns.

**"DEVELOPER"** shall mean **"SAPTACON"**, a proprietorship concern represented by it's a sole proprietor, **SRI BISWANATH DAS**, residence and office situated at RH 37 Raghunathpur, Sarkar Bagan, Post Office - Raghunathpur, Police Station - Baguiati, Kolkata -700059, North 24 Parganas.

**"OWNERS / CO-OWNERS"** shall mean the person holding presently absolute and exclusive 100% rights of the Said Land AND the collective form of the said person along with other person may purchase the different flats, units and car parking spaces, garage, shop, go-down portions in the proposed building or buildings together with proportionate share on the said land in future.

**"SAID LAND/PREMISES"** shall mean the Eastu land containing an area of 09 (nine) Kottahas 14 (fourteen) Chittacks 23 (twenty three) square feet as per deeds out of which as per record 9 (Nine) Kottahs 3 (Three) Chattak 9 (Nine) Sq. ft. be the same a little more or less lying and situated at Mouza - Raghunathpur, J.L No. 8, Re. Su. No 134, Touzi No. 3027, Comprised in R.S and L.R Dag No. 226, 222 in R.S Khatian No. 298,272, corresponding



to L.R Khatian No. 3394(8 Decimal = 4 Kottah 13 Chattak 19.8 Sq. Ft.), 3395 (7 Decimal = 4 Kottah 3 Chattak 34.2 Sq. Ft.) and 3410 (2 Chattak) within the local limits of Rajarhat Gopalpur Municipality Being holding No. 187 Ward No. 17 presently under Bidhannagar Municipal Corporation being Ward No. 9, under Police Station Rajarhat now Baguiati, A.D.S.R.O Rajarhat Newtown Kolkata 700059, District North 24 Parganas, more fully described in the "A" Schedule hereunder.

**"AMALGAMATED LAND / AMALGAMATED PROPERTY"** shall mean the "Said Land" and/or "Said Property" with other surrounding or adjacent lands and/or Properties already acquired and/or may be acquired by the "Developers" and amalgamated and/or adjoined with the "Said Land" and/others "Said Property" by the Developer in future at its choice and discretion.

**"SAID BUILDING/SAID BUILDINGS"** shall mean the multi storied building and/or several multi storied buildings with basement on Block wise basis as shall be constructed and finished and shall be made in habitable condition by the Developer in conformity with sanctioned plan and/or revised plan and or modified plan to be sanctioned by the authority of Bidhannagar Municipal Corporation or any other authority on the said land and/or other surrounding adjacent lands or properties amalgamated with the said land and/or said property hereunder in the Schedule "A" by the Developer herein.

**"BUILDING PLAN/SANCTIONED PLAN"** shall mean "Building Plan or Plans" for the proposed construction of the multi-storied buildings with basement on the "Said Land" which will be sanctioned by the Bidhannagar Municipal Corporation or any other authorities in the name of the land owner(s) on the said land or Amalgamated Land to be prepared and submitted by the "Developers" and at the cost and expenses of the Developer.

**"SAID BUILDING/SAID BUILDINGS"** shall mean one multi-storied building and/or several multi-storied buildings with basement on block wise basis as shall be constructed and finished and shall be made in habitable condition by the "Developers/ Builders" in favour of **"SAPTACON"** in conformity with the sanctioned plan and/or revised plan and/or modified plan to be sanctioned by the competent authority, concerned Municipality/Corporation on the "Said Property" only and/or on the other surrounding adjacent lands and/or properties amalgamated with the "Said Land" and/or "Said Property" hereunder in the Schedule "A" by the "Developers/ Builders" herein.

**COVERED AREA:** shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/other facilities etc. It is applicable for individual unit.

**"BUILT-UP AREA"** shall mean, the each of the area of a Single 'Flat' or 'Unit' including the proportionate shares of the staircase-landing with lift of the each floor whereon the specified flats or units is / are situated .

**"SUPER BUILT-UP AREA"** shall mean the said built-up area of a single Flat / Shop or Unit along with indivisible proportionate shares of all common area and / or common portions in the said premises calculated at a rate of 25% (Twenty five Percent) on the said built-up area and aggregating a "Total Measuring Area" of a flats, units and car parking spaces, garage, shop, go-down etc.

**"COMMON PORTIONS / COMMON AREAS"** shall mean all the undivided and indivisible finished and unfinished areas, pathways, erections and constructions and installations comprised in the said building or buildings and in the said land for practical use and enjoyment of the Owners with the Developers or of its respective nominees specifically and categorically mentioned in the "C" Schedule hereunder as expressed or intended and/or may be provided by the Developers for common use and enjoyment of the Land Owners herein with future co-owners of the building or buildings individually or collectively.

**"COMMON AMENITIES/FACILITIES"** shall mean corridors, ways, stairways, passageways common lavatories, pump room, deep tubewell or submersible pump, overhead tank, water reservoir, water pump and motor and other facilities provided by the Developer which may be mutually agreed upon between the parties and required for the establishment location enjoyment maintenance and/or management of the proposed building.

**"COMMON EXPENSES"** shall mean and include all expenses to be incurred by the Land Owners or Co-Owners and Developer herein proportionately for the maintenance, management and upkeep of the building or buildings and the expenses for the common purpose of the owners or co-owners.

**"COMMON PURPOSES"** shall mean the purpose of managing and maintaining of the building or buildings in particular the common portions, payments or rates and taxes etc. collections and disbursements, mutation, formation of the association, common interest relating to their mutual right and obligation for the purpose of the unit / flats.

**"OWNER'S ALLOCATION"** the Land Owner shall be entitled and get the constructed area include 50% (fifty percent) of total super built up residential area i.e flats/units and other portions (which will be distributed Top to bottom equally) and 50% (fifty percent) of total super built up commercial area i.e shops showroom, office spaces, go-down, other portions (which will be distributed Top to bottom equally), in conformity with plan sanctioned by Bidhannagar Municipal Corporation including such modifications alterations as may be made by the Developer on the physical measurement of the said land in Schedule "A" hereunder, **TOGETHER WITH** proportionate share or interest in the common areas and facilities to be provided in the building(s) as well as Complex, **TOGETHER WITH** 50% (fifty percent) total super built up car parking spaces and together with common same share or ratio in the Top Roof, along with proportionate share in the land, **TOGETHER WITH** the right to use and enjoy all common areas and common facilities of the land and proposed buildings, within respective Blocks, which is constructed and/or to be constructed as per Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the concerned Authority morefully and particularly described in the schedule "B" hereunder written.

**"DEVELOPER'S ALLOCATION"** the Developer shall be entitled and get the constructed area, include 50% (fifty percent) of total super built up residential area i.e flats/units and other portions (which will be distributed Top to bottom equally), 50% (fifty percent) of super built up total commercial area i.e shops showroom, office spaces, godown, other portions (which will be distributed Top to bottom equally), in conformity with plan sanctioned. by Bidhannagar Municipal Corporation including such modifications alterations as may be made by the Developer on the physical measurement of the said land in Schedule "A" hereunder, **TOGETHER WITH** proportionate share or interest in the common areas and facilities to be received in the building as well as Complex, **TOGETHER WITH** 50% (fifty percent) of total super built up car parking spaces and together with common same share or ratio in the Top Roof, along with proportionate share in the land, **TOGETHER WITH** the right to use and enjoy all common areas and common facilities of the land and

proposed buildings, within respective Blocks, which is constructed and/or to be constructed as per Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the concerned Authority.

**ADJUSTABLE MONEY** shall mean a sum of Rs. 15,00,000.00 (Rupees lakh) only shall be paid by the Developer to the Land Owner hereto as adjustable money, at the time of signing of Agreement and the adjustable money will have adjusted with the 50% Owner's allocation area or portions, as per present market value (having been subtracted of Rs.100.00 one hundred only) of flat, unit, garage shop showroom garage go down of the proposed building/buildings.

**SALEABLE AREA** shall mean the space in the building available for independent use and occupation after asking the provisions for common facilities and spaces required

**TRANSFERER** with its grammatical variations shall include transfer by possession and by any other means adopting the effecting what is understood as transfer of space in multi storied building the purchasers whereof although the same may be not amount to be transfer in law.

**TRANSFEREE** shall mean the persons, limited company association or person to whom any space in the building has been transferred.

**ADVOCATE** shall mean **PANNA LAL NASKAR** practicing Advocate at Barasart Judges Court, North 24 Parganas, who will prepare all the deeds, documents, sale agreement of Developer's Allocation portions and **TAPAN DEY** practicing Advocate at Barasart Judges Court, North 24 Parganas who will prepare all the deeds, documents, sale agreement of Owner's Allocation portions and both appear in each and every suits and cases in related to this project on behalf of the Developer and Owner and to advice all legal matters.

**"PROPORTIONATE / PROPORTIONATELY OR PROPORTIONATE SHARE"** shall mean the proportion in which the built-up area of any single flat would bear to the entire undivided built-up of all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purpose and the common expenses then such share shall mean the proportions in which the total amount of such taxes, rates or expenses as shall be paid equally by the owners or co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the proportionate

share of the "Said Land" or "Said Amalgamated Land", in a proportion to the measuring area of a single flat/unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building(s) constructed on the "Said Land" in the "Said Premises" or said "Amalgamated Land" in the "Said Amalgamated Premises".

**"SINGULAR"** shall include the **"PLURAL"** and vice-versa.

**AND**

**"MASCULINE"** shall include the **"FEMININE"** and vice-versa.

**LAND OWNER'S RIGHT & REPRESENTATIONS**

The Land owner hereto is absolute seized and possessed of and/or well and sufficiently entitled to the said Bastu land measuring about 09 (nine) Kottahas 14 (forteen) Chittacks 23 (twenty three) square feet as per deeds out of which as per record 9 (Nine) Kottahs 3 (Three) Chattak 9 (Nine) Sq. ft. be the same little more or less lying and situated at Mouza - Raghunathpur, J.L No. 8, Re. Su No 134, Touzi No. - 3027, Comprised in R.S and L.R Dag No. 226 & 222 in R.S Khatian No. 298, 272, L.R. Khatian No. 237 corresponding to present personal L.R Khatian No. 3394(8 Decimal = 4 Kottah 13 Chattak 19.8 Sq. Ft.), 3395 (7 Decimal = 4 Kottah 3 Chattak 34.2 Sq. Ft.) and 3410 (2 Chattak) within the local limits of Rajarhat Gopalpur Municipality Being holding No. 187 Ward No. 17 presently under Bidhannagar Municipal Corporation being Ward No. 9, under Police Station Rajarhat now Baguiati, A.D.S.R.O Rajarhat Newtown Kolkata 700059, District North 24 Parganas, the said land is free from all encumbrances, liens, charges, lispence, attachment, trust acquisition, requisition whatsoever or howsoever subject to what have been stated herein before and hereinafter.

There is no bar legal or otherwise for the land owner to obtain the Certificate under section 230 (a) (A) of the Income Tax Act. 1961 and other consents and permission that may be required in dealing with said premises in any manner whatsoever.

The Owner hereby deliver the physical possession of the "Said Land" OR the "Said Property" and to construct multi-storied building or buildings with basement on the "Said Property" or on the "Said Amalgamated Land"/"Amalgamated Property" according to building plan/plans to be prepared by the Developers/Builders at its his choice, discretions. It is expressly mentioned here that the Developers/Builders will be fully entitled to prepare a building plan on the "Said Property" OR composite building plan/plans by joining any other adjacent land or adjacent property with the said land and/or with the "Said Property" mentioned hereinabove as the "Amalgamated

Land"/"Amalgamated Property" at his choice, discretions and the Owner herein declares hereby his free consent and hereby given unfettered exclusive rights to the Developers/Builders and the Owner also hereby declare that during the time of preparation of the Said Plan or Plans, constructions and completions of the multi-storied building or buildings with basement and selling of the "Developer's Allocation" the Owners shall not interfere in any way and by any means and shall not be entitled to raise any objection and also shall not create any obstructions and/or hindrances and/or dispute whatsoever.

The Owner herein shall simultaneously with the execution of these presents shall execute and register revocable a General Power of Attorney for the purpose of implementation of this Agreement and execution of the entire work of Development the land and construction of multi-storied building with basement and also for selling of Developer's Allocation of the Developer or nominated person of the Developer in favour of the "SAPTACON" represented by it's a sole proprietor **SRI BISWANATH DAS** and all the costs and expenses on account of such registration shall be incurred by the Developers/Builders and to sign and execute the agreement for sale of flats, units and car parking spaces, garage, shopping mall, shop, showroom office any go-down along with proportionate share of land and to receive booking money or earnest money or the full consideration money of flats /units/ car parking spaces or garage/shop or showroom or office go-down and sign and execute Deed of Conveyance/Conveyances in favour of intending purchaser/purchasers and to present the same for Registration on receipt of full consideration money.

#### **DEVELOPER'S RIGHTS & REPRESENTATIONS**

The Developer shall have authority to deal with the premises in terms and agreement or negotiate with any person or persons or enter into any contract or agreement takes any advance against his allocations.

The Developer shall be allowed to amalgamate the said premises with the adjacent plot of land or purchased land of Developer for the purpose of better improvement and utilisation and more purposeful use of those plots of land/premised by dint of deed of Amalgamation or any other appropriate indenture.

All applications, Plans and other papers documents that may be required by the

Developer for the purpose of obtaining necessary sanction from the Bidhannagar Municipal Corporation, shall be prepared and submitted by the Developer on behalf of the Land Owner and the Land Owner shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanction costs will be borne by the Developer.

That the Developer shall carry total construction work of the proposed building at his own costs and will take the sale proceeds of Developer's allocation exclusively and the Developer shall bound to complete the building within the stipulation i.e. within 36 (Thirty Six) months from the date of sanctioning building plan and the time may be further extended 6 (Six) months as grace period and handover the Owner' allocation of the said proposed building(s) to the Land Owner within the stipulated period.

Booking from intending purchasers for exclusively Developer's allocation will be taken by the Developer and the agreement with the intending purchaser /purchasers will be signed in his own name on behalf of the Land Owner as Power of Attorney Holder.

The selling rate of the Developer's allocation will be fixed by the Developer without any permission or consultation with the Land Owner. The profit and loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Land Owner's allocation on accounts of loss or vice versa on account of profit from Developer's allocation

Developer is empowered to collect consideration money from the sale of Developer's allocation from the intending purchasers and issue money receipt in their own names and moreover take advance and full and final consideration from the intending purchaser/Purchasers for Developer's allocation only.

On completion of the proposed building when the flats are ready for giving possession to the land Owner and the intending Purchasers letter of possession will be signed by the Developer as the representatives and Power of Attorney holder of the Land Owner also will sign as confirming party, The Deed of Conveyance in respect of flat/unit/shop/showroom/car parking/ go-down etc. will be signed by the Developer as confirming party and registered Power of Attorney Holder of the Land Owner in favour of the Land Owner and purchasers.

In future if the Developer raises or builds the construction over the existing building in of any Block, having permitted the permission or sanctioned the building plan from the Bidhannagar Municipal Corporation or other concern authority as per the provisions of law and in the said circumstances the both parties Developer as well as the land owner each of them shall have get the 50% super built up area of the excess constructed area of the building as per sanctioned by Bidhannagar Municipal Corporation and if any Tower of Tele Communication is erecting on the Top Roof to the said premises, both party will be get the tower rent equally.

For the purpose of identification of the Land Owner specific flats, units, garages, car parking, shops showroom go-downs etc. a supplementary agreement will be executed by and between the developer and land Owner as and when required.

The Developer shall have no right title and interest whatsoever in the Land Owner's allocation as aforesaid.

The Developer shall not claim, demand right to Land Owner for payment or reimbursement of any costs expense or charge incurred towards construction of Land Owner' allocation along with proportionate share in common facilities and amenities.

#### **APARTMENT CONSIDERATION**

The Land Owner have agreed to grant exclusive right for developing the said premises in term of these presents, the Developer has agreed, undertaken to build the said proposed building at his own cost and expenses and Land Owner shall not contribute any sums or not be spend even single coin towards the construction or development of the premises and any other purpose whatsoever of the said building or buildings on the said land and to commercially exploit the said Developer's Allocation i.e. flat unit garage or car parking shop showroom godown etc. of the said premises, the Developer has agreed to provide the construction area in completely habitable condition to the Land Owner defined as Owner's allocation.

It is hereby made clear that the Developer shall after completion of the construction of the said building in all respect deliver the possession of the Land Owner's allocation as provided earlier at the first instance.

The Developer has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purposes of development of the said



premises and/ or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows :

- (a) Space allocation to the Land Owner.
- (b) Cost and expenses of Occupancy certificate or C.C from the Bidhan nagar Municipal Corporation.
- (c) Costs, charges and expenses incurred for consideration erection and completion of the said new building(s) at the said premises.
- (d) Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the Bidhannagar Municipal Corporation.
- (e) Costs, charges and expenses incurred for installation of rain pipe and plumbing goods and also sewerage drainage and other connections.
- (f) Cost charges and expenses incurred for installation of transformer, mother meter or other service line and Engineers and labour charges paid by Developer, but security deposit money of the meter in the name of Owner or his transferee for owner's Allocation portions paid by the owner or his transferee.
- (g) Fees payable to Architect and the Engineers as also fees payable for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connection.
- (h) Legal expenses, registration fees and stamp duty paid for this Development Agreement and General Power of Attorney and legal expenses in respect of said property and all other expenses and charges for the purpose of development of the said premises.
- (i) Cost of supervision of construction including the land Owner's Allocation of the said premises.

#### PROCEDURE

The Land Owner shall grant to the Developer or execute a Registered revocable General Power of Attorney or special Power of Attorney as may be required for construction of the building on the said land or property and also for pursuing and following up the matter

with the power of attorney and other authorities and also for selling, transferring and conveying Developer's allocation and handing over physical as well as legal and identical position of the developer's allocation to the intending purchaser/ purchasers.

All construction costs will be borne by the Developer. On such account of any construction cost will no never be charged in respect the Land Owner's allocation portions.

#### SPACE ALLOCATION

After completion of the proposed building, at first the Developer shall deliver to Land owner the physical possession of the Land Owner's allocation with service area together with the proportionate share or interest in the land along with proportionate share or interest in common areas and facilities and amenities and the balance constructed area together with service area and proportionate land area and other portions of the said building shall belong to the Developer.

The Land Owner shall be entitled to transfer or otherwise deal with the Land Owner's allocation in the building without any claim, consent whatsoever of the Developer.

The Developer shall have full right to transfer or deliver of possession of his allocation to the intending purchasers at his sole discretion and the Land Owner shall not have any claim or demand of the said building save and except Land Owner's allocation. The Top roof of the proposed multi-storied building on the said land will be commonly used by the Land Owner and Developer.

#### BUILDING

The Developer shall construct or erect the multi storied building on the said land at his own costs and complete the building at the said premises in accordance with the sanctioned plan with good quality materials and with such specifications as are mentioned in the Schedule - "C" hereunder written and as may be recommended by the Architect/Engineer from time to time.

Subject to aforesaid the decision of the developer regarding the quality of the materials shall be final and binding on the parties hereto provided the Developer shall use the standard quality materials.

The Developer shall install, erect in the said building at the Developer's own costs standard New Pump Set. Deep Tube well, overhead water tank underground water reservoir, Transformer, electric meter, wirings, and other facilities as are required to be provided in a residential and commercial building on the said land and shall be constructed for sale of flats, shops, garage and /car Parking space herein on Owner ship basis and as mutually agreed.

The Developer shall be authorized in the name of the Land Owner in so far as it necessary to apply for and obtain quotes, entitlements and other allocation of or for comment, all types of steels, bricks other building materials and accessories allocable to the Land Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, drainage, sewerage and/or other facilities if any available to be new building and the imputes and facilities required for the construction or enjoyment of the building Iron cast for which purpose the Land Owner will be execute a Registered General Power of Attorney in favour of the Developer.

The Developer shall construct and complete the said proposed multi storied building/buildings with self contained flat unit garage car parking shop showroom godown etc. on the land schedule "A" in accordance with the sanctioned building plan at his own costs and expenses but Land Owner will not spent or expenses for any purpose of Construction of the Proposed building.

All costs, charges and expenses including all labour, contractor, supervisor, engineer, architect fees shall be discharged and paid by the Developer and the Land Owner will have no liable and responsibility in these purpose.

#### **COMMON FACILITIES**

The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing the due and as and from the date of execution of this Agreement.

As soon as the building is completed the Developer shall give written notice to the Land Owner to take possession of the Owner's allocation in the building. Then after 90 days from the date of service of such notice and at all times thereafter the Land Owner shall be exclusively responsible for payment of proportionate Municipal/Corporation and property taxes, rates, duties, due and other public outgoings and impositions whatsoever

(hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owner's allocation, the said rates to be prorate with reference to the saleable space in the building if any are levied on the building as a whole.

After receiving or obtaining the possession of Land Owner's allocation with C.C Land Owner shall punctually and regularly pay the said rates and taxes for his respective allocations to the concerned authorities and similarly the Developer shall punctually and regularly pay the said rates and taxes for his respective allocations to the concerned authorities

Any transfer of any part of the Land Owner's allocation of the new building shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities as if it is done in case of apartment Land Owner under Apartment Owner ship Act.

If the Developer cannot handover or deliver the possession of the Owner's allocation or unnecessary and/or intentionally delay to deliver the Owner's allocation within stipulated period i.e. 36 (Thirty Six) months from the date of sanctioning building plan and the time may be further extended 6 (Six) months as grace period, then Developer shall pay to the Land Owner the amount of Rs. 10,000.00 (Rupees Ten Thousand) per month as compensation.

Both the Developer and the Land Owner herein shall enjoy their respective allocations/portions in the said building under their occupation forever with absolute right of alteration, transfer, sale, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

#### **COMMON RESTRICTION**

Neither parties shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral Trade of activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

Neither parties shall demolish or permit demolition of any wall or other structure in their respective allocation or any portions thereof or make any structural alteration but they can renovate their respective allocation i.e. flat, unit, garage, car parking, shop

showroom, go-down in inner side.

Neither parties shall transfer or permit to transfer of their respective allocations or any portion thereof unless :

1. Such parties shall have observed and performed by an written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of this presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in each of their respective possession.
2. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, statutory bodies and/ or local bodies as the case may be and shall bound to answer and be responsible for any deviation and/or breach of any of the said laws, bye-lays and regulations.
3. The respective allottees shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the Land Owner and/or the occupiers of the building indemnified from and against the consequence of any breach.
4. Neither parties shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof.
5. No goods or other items shall be kept by the other party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be cause in any manner in the free movement of users in the corridors and other places of common use in the building.
6. Neither parties shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.
7. Either of the parties shall permit other's agent with or without workmen and others at all reasonable time to enter into and upon the each party's allocation excepting the confidential places and each party thereof for the purpose of

maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, rebuilding, cleaning,, lighting and keeping in order and good condition any common facilities and/or the purpose of pulling down maintaining repairing and testing drains, gas and water pipes, and electric wires and for any similar purpose.

#### LAND OWNER'S OBLIGATIONS

The Land Owner doth hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocated portion without Owner's Allocation in the building at the said premises in favour of the intending buyers of flats/apartments in the said building/buildings.

The Land Owner do hereby agrees and covenant with the Developer not to let out grant lease mortgage and/or charge or part with possession of the said land or any portion thereof without the consent in writing of the Developer on and from the date of execution of this Deed/Agreement.

The Land Owner herein will have no right, authority and power to terminate and/or determine this Agreement within the stipulated period of construction and sale of the said building it is recorded herein that the completion period of the construction of the proposed building shall be only 3 (Three) years 6 month from the date of plan sanctioned.

No part of the said properties and/or premises is subject to any order of acquisition or requisitions have been served upon the Land Owner.

The said properties and/or premises have not been subject to any notice of attachment under public demands recovery Act or for payment of Income Tax and Municipal dues of any statutory dues whatsoever by or however.

The Land Owner herein undertakes not to create any kind of charges or mortgages including that of equitable mortgage by depositing the Title Deeds of the said premises/Land or any portion thereof at any time during the subsistence of this Agreement.

The said premises does not belong to any public work or for any private work and/or does not belong to any temple, church, mosque or under any Trust private or public or

any endowment.

The Land Owner hereto agree that the Developer shall made the construction of the said proposed building exclusively at his own costs, arrangement and without having any financial participation and/or involvement on the part of the Land Owner hereto the Land Owner henceforth for all times to come shall not raise any claim and/or press for any other consideration the than that specified Land Owner 's allocation herein either from the Developer and the Developer shall be at liberty to receive any amount from any purchaser/purchasers in his own names and to appropriate the said proceeds of the flats/units, shops, garages, car parking space of the said building of his allocation at his sole discretion without having any attachment and/ or share thereon of the Land Owner hereto.

It is also clear that if the construction work of the said building is not done properly by the Developer as per specific terms and conditions in this agreement and the land owner shall have power and right to undertake the legal step against Developer in connection with this construction.

#### **DEVELOPER'S OBLIGATIONS**

The Developer doth hereby agrees and covenants with the Land Owner to complete the construction of the building within 36 (Thirty Six) months from the date of sanctioning building plan and the time may be further extended 6 (Six) months as grace period.

The Developer hereby agrees and covenants with the Land Owner not violate or contravenes any of the provision of rules applicable in construction of the said building.

The Developer herby agrees and covenants with the Land Owner not to do any act deed or things whereby the Land Owner to prevent from enjoying selling assigning and/or disposing of any of the Owner's allocation in the building at the said premises.

#### **FORCE MAJEURE**

The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, non-availability or labours and/or building materials and/or any

other beyond the control of the developer.

#### **DISPUTES**

If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability at any of the parties under this agreement, the same shall be referred to the competent Court of Law, having jurisdiction to try and entertain the same.

#### **PENAL CLAUSE**

It is made clear that, in the event the Developer fails and/ or neglect to start the construction work, and fail to complete the proposed building time mentioned in before that construction even after obtaining sanctioned building plan from the local authority/Corporation as well as handing over the vacant possession of the land free from all encumbrances from the Land Owner as per the terms of this agreement, and/or fails to deliver the Owner's Allocation of the Owner in specific time, then in that case, the Developer shall pay the compensation to the Land Owner the amount of Rs. 10,000/- (Ten Thousand) per month.

#### **JURISDICTION**

Courts at District as Baraset and high court or any other competent court shall have jurisdiction to dispose or conclude any suit including arbitration proceedings arising out of these presents between the parties hereto.

#### **MISCELLANEOUS**

The Land Owner and the Developer have entered into the agreement on the basis of joint venture agreement and under any circumstances this shall not be treated as partnership and/ or associations of persons as between the Land Owner and the Developer.

Immediately after getting possession of the land or premises from the Land Owner, the Developer shall be entitled to start construction of the said building of the said premises in accordance with the sanctioned building plan and complied with other obligations liabilities and conditions as made before or after by the Land Owner.

The Land Owner shall not be liable for any income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment



the same.

After registration or execution of the Development Agreement, Developer shall protect or indemnify to the Land Owner against all actions suits proceedings costs charges and expenses in respect of the said land and construction of the proposed building.

Having been approved or sanctioned the building plan or plans from Municipality/ Corporation/ concerned authority, Developer shall be bounded to start/erect the construction work Within 12 (Twelve) months from the date of registration or execution of the Development Agreement and fully completed within stipulated period in this agreement and if the Developer does not start the construction work within 12 (Twelve) months from the date of the Development Agreement, then the land owner further will be executed a fresh Development Agreement in favour of the Developer to cancel or revoke this agreement and General Power of Attorney.

The land Owner shall have entitled to do the cheque up, inspection, examination, observation, supervision, review, in regard to the construction and subject to legal of multi storied building during the period of construction by his engineer, Advocate, supervisor or expert person and himself.

The Developer shall frame scheme for the management and Administration of the said building and/ or common parts thereof. The Land Owner and Developer hereby agree to abide by all the rules and regulations to be framed by any society/ association/ holding organization and/ or any other organization who will be in charge of such management of the affairs of the building on the complex and/or common parts thereof and hereby give their consent to abide by such rules and regulation. It is made clear that the all Owner of the respective flat shall maintain the said building after the handover possession to the prospective buyers by the Developer.

The name of the Building shall be settled by the Developer with consultation of the Land Owner.

From the date of receiving possession in the said building or complex both parties the Developer and/or his transferee and the Land Owner and/or his transferee shall each be liable to pay and bear proportionate charges on account of municipal tax and property tax and other govt taxes payable in respect of their respective spaces.

The proposed building shall be constructed by the Developer in accordance with the

specifications more fully and particularly mentioned and described in the Schedule "C" hereunder written.

It is made clear that the top-most portion of the building including constructed stair cover and parapet walls shall remain common for all the flat Owners.

It is made clear that after obtaining the possession if the Owner's Association is not formed in the building the Flat Owners shall pay the maintenance charge @ Rs. 1.00 only per square feet to the Developer. When Association shall be formed, aforesaid system will be automatically discontinued and pay the maintenance to association.

**THE SCHEDULE "A" ABOVE REFERRED TO**

**ALL THAT** the piece and parcel of "BASTU" land measuring an area about 09 (Nine) Kottahas 14 (Forteen) Chittacks 23 (Twenty Three) square feet as per deeds out of which as per record 9 (Nine) Kottahas 3 (Three) Chhattak 9 (Nine) Sq. ft. be the same little more or less, lying and situated at **Mouza - RAGHUNATHPUR**, J.L. No. 8, Re. Sa. No. 134, Touzi No. 3027, Comprised in R.S and L.R Dag No. 226 & 222 in R.S Khatian No. 298, 272, L.R. Khatian No. 237 corresponding to present personal L.R.Khation No. 3394(8 Decimal = 4 Kottah 13 Chhattak 19.8 Sq. Ft.), 3395 (7 Decimal = 4 Kottah 3 Chhattak 34.2 Sq. Ft.) and 3410 (2 Chhattak) <sup>23-541</sup> within the local limits of Rajarhat Gopalpur Municipality, being Holding No 187, Ward No. 17, presently under Bidhannagar Municipal Corporation being Ward No. 9, under P.S. Rajarhat now Baguiati, A.D.S.R.O. Rajarhat Newtown, Kolkata - 700059, District North 24 Parganas, which is butted and bounded by :

**ON THE NORTH BY** - Ratikanta Naskar and others.

Land of R. S Dag No. 225.

**ON THE EAST BY** - Satish Naskar and others. 20 'Raghunath Pur Road

**ON THE SOUTH BY** - House of Kanai Lal Baidya and Jiten Mondal.

**ON THE WEST BY** - Land of Ananta Naskar and Niranjan Naskar.

**THE SCHEDULE "B" ABOVE REFERRED TO**

Land Owner shall be entitled and get the constructed area include 50% (fifty percent) of total super built up residential area i.e flats/units and other portions (which will be distributed Top to bottom equally) and 50% (fifty percent) of total super built up commercial area i.e shops showroom, office spaces, go-down, other portions (which

From Babbar Sarkar

will be distributed Top to bottom equally), in conformity with plan sanctioned by Bidhannagar Municipal Corporation including such modifications alterations as may be made by the Developer on the physical measurement of the said land in Schedule "A" hereunder, **TOGETHER WITH** proportionate share or interest in the common areas and facilities to be provided in the building(s) as well as Complex, **TOGETHER WITH** 50% (fifty percent) total super built up car parking spaces and together with common same share or ratio in the Top Roof, along with proportionate share in the land, **TOGETHER WITH** the right to use and enjoy all common areas and common facilities in proposed multi stored building/buildings, described in the "D" Schedule within respective Blocks, which is constructed and/or to be constructed as per Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the Bidhannagar Municipal Corporation and/or concerned Authority.

**THE SCHEDULE "C" ABOVE REFERRED TO  
[SPECIFICATION]**

**A) DOORS & WINDOWS** : All Doors Frames (Size 5" X 2") would be made of shal wood, Doors would be made Flush Doors (Tycon Ply), main door thickness 32 m.m. and other door thickness 30 m.m. and all door would be fitted with godrej lock. All windows would be made of steel/aluminum with glass panel. All doors would be covered both side with sunmika/veener.

**B) FLOORING** : All bed rooms Din-Liv, Bath-room, Kitchen & Balcony would be finished with vitrified branded tiles with 4" Skirting. The walls of the toilets / bathroom would finished with white glazed tiles up to the top lebel of windows. Top Roof would be finished with K.G. Mosaic/Grey Cement.

**C) SANITARY & PLUMBING** : all plumbing goods i.e. rain pipe, water supply pipe, sewerage line fitted by Supreme pipe, all Toilet would be provided with sanitary goods (Paryware/Esco Co./jaguar) ie C.P. Shower, Commode with P.V.C. Cistern, hand shower, Tap, stop cock, basin etc.

**D) KITCHEN** : all kitchen table finished with granite, kitchen wall fitted with glaze tiles upto top level of the windows and tiles fitted under the kitchen table and provided steel waste basin and tap.

**E) STAIRCASE** : staircase and landing would be made of Marble or granite.

**F) ELECTRICAL WIRING** :

Concealed wiring in all flats (Copper Electrical wire of finolex or haveles).

Each flat will be provided with the following Electrical points: (All switches and board provided Anchor/Havels)

- a) Bed Room (each) : Light Points, Fan Point, plug point, A.C point
- b) Dining or Drawing : Light Points, Fan Point, plug point, freez point
- c) Kitchen : Light Point, Exhaust Fan Point, plug point, mixture point
- d) Toilet : Light Point, Exhaust Fan Point, geyser point.
- e) Verandah : Light Point, fan point, washing machine point.
- f) Entrance : Door Bell Point.

**G) WATER** : Underground water reservoir and overhead water tank shall to be constructed for supply of water 24 hours and supplied by Submersible pump .

**H) PAINTING** : All inside walls finished with putty and outside wall by weather Coat.

**I) RAILING** : Railing of staircase made of steel.

#### **THE SCHEDULE "D" ABOVE REFERRED TO**

1. Staircase of all the floors of the said multi-storied building(s).
2. Common landing with lift, common path passage including main entrance leading to the ground floor, all sides' spaces.
3. Water Reservoir at underground, Over head water tank and water supply line from deep tube well by running water pump, Transformer and common Meter
4. Common Toilet on ground floor, community hall, multi gym room.
5. Land under the said building described in the schedule "A"
6. Common caretaker's room.
7. Meter space.
8. Lift (4 passenger usage) and Lift room spaces.

9. External electrical installations, common light, switch boards & all electrical wiring (concealed) installed in the said building or buildings.
10. Drainages, Sewerage, Septic tank & all pipes for the same.
11. Boundary walls & main gate.

**COMMON EXPENSES** :

- A. All expenses for the maintenance, operating, replacing, repairing, renovating & repainting of the common portion & areas in the building or Buildings including the outer walls & boundary walls of the building.
- B. All the expenses for running and operating all machinery, equipments and installations comprised in the common portions including the cost of repairing, replacing and renovating the same.
- C. Costs & charges of establishment for maintenance of the said building(s).
- D. Costs & insurance premium for insuring the building or buildings and/or the common portions.
- E. All charges & deposits for supply of common utilities to all the co-owners in common.
- F. Municipal tax, water tax & other rates & taxes in respect of the premises and building (save & except those separately assessed in respect of any units of the purchaser).
- G. Cost of Formation & operation of the service organization including the office expenses incurred for maintaining the office thereof.
- H. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service & lighting the common portions including system lose for providing electricity to each unit.
- I. All Litigation expenses incurred for the common purpose & relating to the common use and enjoyment of the common portion & for all common affairs.
- J. All other expenses as shall be require in future for running of proper & smooth administration of the building / buildings and the upkeep of the same.

IN WITNESS WHEREOF, We have, hereunto set and subscribed our hand and signature at Kolkata this 21<sup>st</sup> day of December 2021.

**SIGNED, SEALED & DELIVERED**

By the **OWNER** at Kolkata

In the presence of :

**Witnesses**

1. Jyoti Majumdar  
Barasat Kot-121
2. Kuldeep Paul

Poon Ballav Sarker

For SILVERLINE CONSTRUCTION

Poon Ballav Sarker

Proprietor

**(SIGNATURE OF THE LAND OWNER HIMSELF  
AND ON BEHALF OF SILVERLINE CONSTRUCTION)**

**SIGNED, SEALED & DELIVERED**

By the **DEVELOPER** at Kolkata

In presence of :

**Witnesses**

1. Jyoti Majumdar
2. Kuldeep Paul

**SAPTACON**

Bishwanath Das  
Proprietor

**(SIGNATURE OF THE DEVELOPERS)**

Read over & explained to the Land Owners

And prepared in my office and identified by me

**Drafted & Prepared by :**

[Signature]

**(PANNALAL NASKAR)**

Advocate

Judges' Court Barasat,  
Enrolment No. W.B. 824/1988

**Typed by :-**

Joydeb Das

Joydeb Das  
Krishnapur, Purbapara, Kolkata - 700102

**MEMO OF CONSIDERATION**

Received the within mentioned amount of Rs.15,00,000.00 (Rupees fifteen lakh) only from the within mentioned Developers in the following manner :

<u>DATE</u>	<u>CH.No</u>	<u>BANK NAME WITH BRANCH.</u>	<u>AMOUNTS(Rs.)</u>
8/12/2021	263776	IDBI BANK, R.GOPALPUR	Rs. 10,00,000/-
11	800001	KOTAK MAHINDER BANK OF RAGHUNATHPUR	RS. 500000/-

Total Rupees fifteen lakh only 15,00,000.00

**SIGNED, SEALED & DELIVERED**

By the **OWNER** at Kolkata  
In the presence of :

**Witnesses**

1. *Vijal Majumdar*

2. *Kamal Khat*











For SILVERLINE CONSTRUCTION

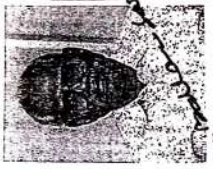
*Pawan Ballav Sarker*

**(SIGNATURE OF THE LAND OWNER)**

# UNDER RULE 44A OF THE I.R. ACT 1908

1) Name :

LITTLE	RING	MIDDLE	FORE	THUMB
				
				













জন হাত

Pran Kollay Sarkar  
Signature of the Presentant

Executant Clalman/Attorney/Principal/Guardian/Trestator. (Tick the appropriate status)

(2) Name :

LITTLE	RING	MIDDLE	FORE	THUMB
				
				








জন হাত

Pran Kollay Sarkar  
Signature of the Presentant

All the above fingerprints are of the above named person and attested by the said person.

(3) Name :

LITTLE	RING	MIDDLE	FORE	THUMB
				

বাম হাত



PHOTO  
PEST

জন হাত

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.





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

**GRN Details**

**GRN:** 192021220129985451      **Payment Mode:** Online Payment  
**GRN Date:** 07/12/2021 16:23:23      **Bank/Gateway:** State Bank of India  
**BRN :** CKS1735778      **BRN Date:** 07/12/2021 16:12:28  
**Payment Status:** Successful      **Payment Ref. No:** 2002542771/4/2021  
[Query No\*/(Query Year)]

**Depositor Details**

**Depositor's Name:** Silverline Construction  
**Address:** Narayan Pally, Rajarhat,Ko-136 By Cash  
**Mobile:** 9339961583  
**Depositor Status:** Buyer/Claimants  
**Query No:** 2002542771  
**Applicant's Name:** Mr Ujjal Majumder  
**Identification No:** 2002542771/4/2021  
**Remarks:** Sale, Development Agreement or Construction agreement

**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002542771/4/2021	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2002542771/4/2021	Property Registration- Registration Fees	0030-03-104-001-16	15021
<b>Total</b>				<b>54942</b>

**IN WORDS: FIFTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.**

## Major Information of the Deed

S.No	1-1502-04498/2021	Date of Registration	08/12/2021
Em No./Year	1502-2002542771/2021	Office where deed is registered	
Entry Date	07/12/2021 8:54:12 AM	1502-2002542771/2021	
<b>Applicant Name, Address &amp; Other Details</b>			
Ujjal Majumder Barasat, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700121, Mobile No. : 9339961583, Status :Solicitor firm		Additional Transaction	
<b>[0110] Sale, Development Agreement or Construction agreement</b>			
Self-orth Value		Market Value	
Rs. 3/-		Rs. 2,13,11,938/-	
Stamp duty/Paid(SD)		Registration Fee/Paid	
Rs. 40,021/- (Article:48(g))		Rs. 15,053/- (Article:E, E, B)	
Remarks Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assessment slip. (Urban area)			

### Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Raqhunathpur Road, Mouza: Raqhunathpur, JI No: 8, Pin Code : 700059

Sch No	Plot Number	Khatian Number	Land Use Proposed/ROR	Area of Land	Selforth Value (in Rs)	Market Value (in Rs.)	Other Details
L1	LR-226 (RS :-)	LR-3394	Bastu	4 Katha 13 Sq Ft	1/-	1,11,73,136/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road.
L2	LR-226 (RS :-)	LR-3395	Bastu	4 Katha 3 Chatak 34.2 Sq Ft	1/-	97,76,495/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road.
L3	LR-222 (RS :-)	LR-3410	Bastu	2 Chatak 23 Sq Ft	1/-	3,62,307/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road.
<b>TOTAL :</b>						<b>3/-</b>	<b>213,11,938 /-</b>
<b>Grand Total :</b>						<b>3/-</b>	<b>213,11,938 /-</b>

### Land Lord Details :

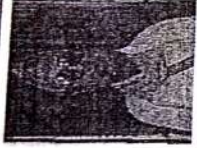
Sl No	Name/Address/Role/Finger print and Signature	Date
1	<b>SILVERLINE CONSTRUCTION</b> Narayan Pally, City:-, P.O:- Rajarhat Gopalpur, P.S:-Ajrport, District:-North 24-Parganas, West Bengal, India, PIN:-700136, PAN No.:: ALKxxxxxx6P, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative	

**Mr Pran Ballav Sarkar**  
 Son of Late Radhika Mohan Sarkar  
 Executed by: Self, Date of Execution: 08/12/2021  
 , Admitted by: Self, Date of Admission: 08/12/2021 ,Place : Office

Name

Finger Print

Signature



*Pran Ballav Sarkar*

08/12/2021

LTI  
08/12/2021

08/12/2021

Niranjanpally, City:- , P.O:- Rajarhat Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx6P, Aadhaar No: 89xxxxxxx7735, Status :Individual, Executed by: Self, Date of Execution: 08/12/2021  
 , Admitted by: Self, Date of Admission: 08/12/2021 ,Place : Office

**Developer Details :**

Sl No Name/Address/Photo/Finger print and Signature

1 **Saptakon**

Sarker Bagan, City:- , P.O:- Raghunathpur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 , PAN No.:: AHxxxxxx9Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No Name/Address/Photo/Finger print and Signature

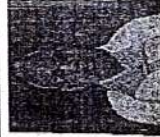
1

**Mr Pran Ballav Sarkar**  
 Son of Late Radhika Mohan Sarkar  
 Date of Execution - 08/12/2021 , Admitted by: Self, Date of Admission: 08/12/2021, Place of Admission of Execution: Office

Name

Finger Print

Signature



*Pran Ballav Sarkar*

Dec 8 2021 1:39PM

LTI  
08/12/2021

08/12/2021

Narayan Pally, City:- , P.O:- Rajarhat Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx6P, Aadhaar No: 89xxxxxxx7735 Status : Representative, Representative of : SILVERLINE CONSTRUCTION (as Proprietor)

2

**Mr Biswanath Das (Presentant)**  
 Son of Mr Nityananda Das  
 Date of Execution - 08/12/2021, , Admitted by: Self, Date of Admission: 08/12/2021, , Place of Admission of Execution: Office

Name

Finger Print

Signature



*Biswanath Das*




Dec 8 2021 1:42PM

LTI  
08/12/2021

08/12/2021

Mr. Ujjal Majumder, P.O.- Rag, P.S.-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 00059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AHxxxxx9C, Aadhaar No: 57xxxxxxx7763 Status : Representative, Representative of : Saptacon (as Proprietor)

**Identifier Details :**

Name	Photo	Finger/Print	Signature
Mr Ujjal Majumder Son of Gopal Majumder Subhasnagar, City:- , P.O:- Nilgunj) Bazar, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700121			
Identifier Of Mr Pran Bailav Sarkar, Mr Biswanath Das, Mr Pran Bailav Sarkar	08/12/2021	08/12/2021	08/12/2021

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	SILVERLINE CONSTRUCTION	-7.986 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	SILVERLINE CONSTRUCTION	-6.98775 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	SILVERLINE CONSTRUCTION	-0.258958 Dec

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Raghunathpur Road, Mouza: Raghunathpur, JI No: 8, Pin Code : 700059

Sl. No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 226, LR Khatian No:- 3394	Owner:শিলতার মাইল কনস্ট্রাকশন , Gurdjan:প্রণ বসু সর্কার, Address:২নং নিরঞ্জন পরী এয়ারসোর্ট , Classification:ভাসা, Area:0.080000000 Acre,	SILVERLINE CONSTRUCTION
L2	LR Plot No:- 226, LR Khatian No:- 3395	Owner:শিলতার মাইল কনস্ট্রাকশন , Gurdjan:প্রণ বসু সর্কার, Address:২নং নিরঞ্জন পরী এয়ারসোর্ট , Classification:ভাসা, Area:0.070000000 Acre,	SILVERLINE CONSTRUCTION

LR Plot No:- 222, LR Khatian  
No:- 3410

Owner:প্রানবন্দিত সরকার, Gurdian:মৃত  
রাখিকামোহন সরকার, Address:নিজ ,  
Classification:বাস,

Seller is not the recorded Owner as  
per Applicant.

**Endorsement For Deed Number : I - 150204498 / 2021**

8.12.2021

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

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

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

Presented for registration at 12:40 hrs on 08-12-2021, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Mr Biswanath Das .

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,13,11,938/-

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

Execution is admitted on 08/12/2021 by Mr Pran Ballav Sarkar. Son of Late Radhika Mohan Sarkar, Niranjanpally, P.O Rajarhat Gopalpur, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business

Identified by Mr Ujjal Majumder, . . . Son of Gopal Majumder, Subhasnagar, P.O: Nilgunj Bazar, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 08-12-2021 by Mr Pran Ballav Sarkar, Proprietor, SILVERLINE CONSTRUCTION (Sole Proprietorship), Narayan Pally, City:- , P.O:- Rajarhat Gopalpur, P.S:-Airpor., District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Identified by Mr Ujjal Majumder, . . . Son of Gopal Majumder, Subhasnagar, P.O: Nilgunj Bazar, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Hindu, by profession Law Clerk

Execution is admitted on 08-12-2021 by Mr Biswanath Das, Proprietor, Saptacon (Sole Proprietorship), Sarkar Bagan City:- , P.O:- Raghunathpur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by Mr Ujjal Majumder, . . . Son of Gopal Majumder, Subhasnagar, P.O: Nilgunj Bazar, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 15,053/- ( B = Rs 15,000/- .E = Rs 21/- .H = Rs 28/- .M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 15,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WI  
Online on 07/12/2021 4:24PM with Govt. Ref. No: 192021220129985451 on 07-12-2021, Amount Rs: 15,021/-, B= State Bank of India ( SBIN0000001), Ref. No. CKS1735778 on 07-12-2021, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 10(- by online = Rs 39,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4984, Amount: Rs.100/-, Date of Purchase: 13/12/2021, Vendor name: Tapa Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of I  
Online on 07/12/2021 4:24PM with Govt. Ref. No: 192021220129985451 on 07-12-2021, Amount Rs: 39,921/-, I  
State Bank of India ( SBIN0000001), Ref. No. CKS1735778 on 07-12-2021, Head of Account 0030-02-103-003-0-



**Amitava Dutta**

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. - II NORTH  
PARGANAS**

North 24-Parganas, West Bengal

Registration under section 60 and Rule 69.

in Book - I

Number 1502-2021, Page from 148103 to 148149  
No 150204498 for the year 2021.



Digitally signed by AMITAVA DATTA  
Date: 2021.12.13 17:46:00 +05:30  
Reason: Digital Signing of Deed.

tava Dutta) 2021/12/13 05:46:00 PM  
RICT SUB-REGISTRAR  
CE OF THE D.S.R. - II NORTH 24-PARGANAS  
t Bengal.

(This document is digitally signed.)