

01465/22

01465/2022

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE  
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 277972

31.01.22  
6-277972 F

certified that the contents of a duly  
registered document since  
the endorsement here attached with the  
document are the contents of the document

District Sub-Registrar  
Alipore, South 24-parganas  
31/01/2022

**DEVELOPMENT AGREEMENT CUM POWER OF ATTORNEY**

1. Date : 31<sup>st</sup> Day of January, 2022.
2. Place : Kolkata.
3. Parties :

189334  
Sukumar Pal

01 FEB 2021

01 FEB 2021

NAME.....
ADD.....
Rs.....
<b>F 1 FEB 2021</b>
<b>S. CHATTERJEE</b>
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

SUKUMAR PAL,  
ADVOCATE  
HIGH COURT, CALCUTTA

Kartick Subradhar  
S/o. Late Bimal Subradhar  
Ambagan Colony, Palta.  
P.O. Bengal Enamel.  
P.S. - Noapara.  
Dist-24. Fargan(N)  
PIN- 743122  
Service.





3.1 (1) **SMT. GOURI SARKAR** wife of Late Subhas Chandra Sarkar, having her PAN - EVPPS5004B Aadhaar No.466003915178 Phone No. 8777786960, (2) **SMT SUDIPTA SARKAR** Daughter of Late Subhas Chandra Sarkar, having her PAN - FGHP59759C, Aadhaar No.266246052558, Phone No. 8777786960 (3) **SRI PROVASH CHANDRA SARKAR** son of Late Sarbeswar Sarkar, having his PAN - AJXPS5949L, Aadhaar No.4511901531, Phone No. 7003497515, (4) **SRI BIKASH SARKAR** Son of Late Sarbeswar Sarkar, having her PAN - CVIPS1678D, Aadhaar No.261732755113, Phone No. 9163679344, (5) **SRI PROKASH SARKAR** son of Late Sarbeswar Sarkar, having his PAN - ALSPS1814E., Aadhaar No.507117977383 Phone No. 9330643886, Both by Faith-Hindu, by Occupation -House Wife, Student, Service & Retired Person respectively, by Nationality-Indian, residing at 15, Brahmapur, Govt. Colony, P.S.-Bansdroni, Kolkata-700070, District-South 24 Parganas, West Bengal, hereinafter Jointly called the **OWNERS/LANDLORDS** (which expression shall unless otherwise repugnant to the context be deemed to mean and include their heirs, executors, representatives, administrators and / or assigns) of the **FIRST PARTY**.

**AND**

3.2 "**ANGEL PROPERTIES**", a partnership Firm, having its registered office at 8/60, Netaji Nagar, P.S.-Netaji Nagar, Kolkata-700092, District-South 24 Parganas, West Bengal, having its PAN-AAKFA0886C, represented by its partners namely (1) **SRI PRABIR GHOSH** son of Late Sudhir Ghosh, by faith- Hindu, by Occupation-Business, by Nationality-Indian having his PAN-AHQPG0618P, Aadhaar No.979273348075, Phone No.8617726854, residing at 8/64A, Netaji Nagar, P.S.-Netaji Nagar, Kolkata-700092, District-South 24 Parganas, West Bengal (2) **SRI BAPI DAS** son of Bipin Das, by faith- Hindu, by Occupation-Business, by Nationality-Indian having his PAN-AHFDP3158E, Aadhaar No. 959734284869 Phone No.8777818566, residing at 2/53, Netaji Nagar, P.S.-Netaji Nagar, Kolkata-700092, District-South 24 Parganas, West Bengal, hereinafter called the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PARTY**.

4. **Subject Matter of Agreement :**

4.1 ALL THAT the piece and parcel of Bastu Land measuring an area 06 Kathas 11 Chittacks more or less together with structure standing thereon, measuring an area 600 sq.ft., be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP Nos. 15, 15A, 15B, and 15C within the limits of Kolkata Municipal Corporation, KMC Ward No.112, Premises No. 342, Hari Sava Math, Postal Premises No. 15, Brahmapur Govt. Scheme, under P.S.- Previously Regent Park now Bansdroni, Kolkata-700070 A.D.S.R.-Allpore in the district South 24 Parganas, West Bengal, which is more particularly described in the Schedule hereunder written and hereinafter referred to as the "Said Property".

**Background of the Property :**

A) **Title of Gouri Sarkar & Sudipta Sarkar :**

That after the partition of India a large number of resident of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

That the Govt. of West Bengal offered all reasonable facilities to such persons the donee Subhash Chandra Sarkar was one of such person who had come to use and occupy a piece and parcel of land measuring an area measuring an area 01 Katha 06 Chittacks, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP No. 15, under P.S.- Bansdroni, A.D.S.R.-Allpore in the district South 24 Parganas for homestead purposes.

That the Donee Subhash Chandra Sarkar approached the Govt. of West Bengal for a plot of land for his rehabilitation.

That Govt. of West Bengal has been decided to make a gift of the said plot in favour of Donee and accordingly on 28.01.2008 the Governor, State of West Bengal as Donor gifted All That the piece and parcel of land measuring an area 01 Katha 06 Chittacks, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP No. 15, under P.S.- Bansdroni, A.D.S.R.-Allpore in the district South 24 Parganas to Subhash Chandra Sarkar which has been registered at the office of the A.D.R.-



Alipore and recorded in Book No.I, Volume No.-1, Pages from 49 to 52, Being No.13 for the year 2008.

That said Subhash Chandra Sarkar died Intestate on 25.12.2014 leaving behind his wife Gouri Sarkar and daughter Sudipta Sarkar as his legal heirs and successors.

**B) Title of Bikash Sarkar :**

That after the partition of India a large number of resident of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

That the Govt. of West Bengal offered all reasonable facilities to such persons the donee Bikash Sarkar was one of such person who had come to use and occupy a piece and parcel of land measuring an area measuring an area 01 Katha 09 Chittacks, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP No. 15A, under P.S.- Bansdrani, A.D.S.R.-Alipore in the district South 24 Parganas for homestead purposes.

That the Donee Bikash Sarkar approached the Govt. of West Bengal for a plot of land for his rehabilitation.

That Govt. of West Bengal has been decided to make a gift of the said plot in favour of Donee and accordingly on 28.01.2008 the Governor, State of West Bengal as Donor gifted All That the piece and parcel of land measuring an area 01 Katha 09 Chittacks, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP No. 15A, under P.S.- Bansdrani, A.D.S.R.-Alipore in the district South 24 Parganas to Bikash Sarkar which has been registered at the office of the A.D.R.-Alipore and recorded in Book No.I, Volume No.-1, Pages from 41 to 44, Being No.11 for the year 2008.

**C) Title of Provash Chandra Sarkar :**

That after the partition of India a large number of resident of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

That the Govt. of West Bengal offered all reasonable facilities to such persons the donee Provash Chandra Sarkar was one of such person who had come to use and occupy a piece and parcel of land measuring an area measuring an area 01 Katha 12 Chittacks, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP No. 15B, under P.S.- Bansdrani, A.D.S.R.-Alipore in the district South 24 Parganas for homestead purposes.

That the Donee Provash Chandra Sarkar approached the Govt. of West Bengal for a plot of land for his rehabilitation.

That Govt. of West Bengal has been decided to make a gift of the said plot in favour of Donee and accordingly on 28.01.2008 the Governor, State of West Bengal as Donor gifted All That the piece and parcel of land measuring an area 01 Katha 12 Chittacks, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP No. 15B, under P.S.- Bansdrani, A.D.S.R.-Alipore in the district South 24 Parganas to Provash Chandra Sarkar which has been registered at the office of the A.D.R.-Alipore and recorded in Book No.I, Volume No.-1, Pages from 37 to 40, Being No.10 for the year 2008.

**D) Title of Prokash Sarkar :**

That after the partition of India a large number of resident of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

That the Govt. of West Bengal offered all reasonable facilities to such persons the donee Prokash Sarkar was one of such person who had come to use and occupy a piece and parcel of land measuring an area measuring an area 02 Katha, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP No. 15C, under P.S.- Bansdrani, A.D.S.R.-Alipore in the district South 24 Parganas for homestead purposes.

That the Donee Prokash Sarkar approached the Govt. of West Bengal for a plot of land for his rehabilitation.

That Govt. of West Bengal has been decided to make a gift of the said plot in favour of Donee and accordingly on 28.01.2008 the Governor, State of West Bengal as Donor gifted All That



the piece and parcel of land measuring an area 02 Katha, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP No. 15C, under P.S.- Bansdroni, A.D.S.R.-Allpore in the district South 24 Parganas to Prokash Sarkar which has been registered at the office of the A.D.R.-Allpore and recorded in Book No.1, Volume No.-1, Pages from 45 to 48, Being No.12 for the year 2008.

That said Subhash Chandra Sarkar, Provash Chandra Sarkar, Bikash Sarkar and Prokash Sarkar mutated their name before the KMC and became the joint owner of ALL THAT the piece and parcel of Bastu Land measuring an area 06 Kathas 11 Chittacks more or less together with structure standing thereon, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP Nos. 15, 15A, 15B, and 15C within the limits of Kolkata Municipal Corporation, KMC Ward No.112, Premises No. 342, Hari Sava Math, Postal Premises No. 15, Brahmapur Govt. Scheme, under P.S.- Previously Regent Park now Bansdroni, Kolkata-700070 A.D.S.R.-Alipore in the district South 24 Parganas and on 17.07.2013 enter into a registered development agreement with 'ANGEL PROPERTIES', being No. 5901 for the year 2013.

That during this time said Subhash Chandra Sarkar died intestate on 25.12.2014 leaving behind his wife Gouri Sarkar and daughter Sudipta Sarkar as his legal heirs and successors.

That said Gouri Sarkar, Sudipta Sarkar, Provash Chandra Sarkar, Bikash Sarkar & Prokash Sarkar jointly on 03.08.2015 made and executed a supplementary development agreement in connection with the above agreement with said ANGEL PROPERTIES, vide supplementary agreement deed No. 5243 for the year 2015 which was registered at the office of the ADSR-Alipore, recorded in Book No.1, Volume No.-1605-2015, Pages from 44666 to 44691, Being No.160505243 for the year 2015 and also were conferred a registered GPOA, being No. 5248 for the year 2015 dated 03.08.2015 in favour of the said developer.

That the Govt. of West Bengal donated the land measuring an are 06 Katha 11 Chittack in favour of Subhash Chandra Sarkar, Provash Chandra Sarkar, Bikash Sarkar and Prokash Sarkar by way of four separate gift deed in the year 2008 with a stipulation 'Donee shall have no right save as hereinafter provided to alienate or transfer in any way the land comprised in the schedule hereunder written in any manner whatsoever within a period of 10 years from the date of these presents without obtained prior written permission of the DONOR.'

That said due to obey of the said stipulation made by Govt. of W.B said present owner and developer declared to cancel the development agreement, being No. 5901 for the year 2013

dated 17.07.2013, supplementary development agreement, being No. 5243 for the year 2015 dated 03.08.2015 and registered GPOA, being No. 5248 for the year 2015 dated 03.08.2015 and intends the both party to enter into a fresh registered development agreement cum GPOA.

That said Gouri Sarkar, Sudipta Sarkar, Provash Chandra Sarkar, Bikash Sarkar and Prokash Sarkar due to the developed of the above property on 12.12.2019 and 22.12.2019 made and executed 03 deed of exchange between themselves for amalgamating the said four adjacent plots of land into one plot, vide amalgamation deed No. 1758/2019, 4482/2019 & 4483/2019 and mutated their name before the KMC and now became the joint owner of ALL THAT the piece and parcel of Bastu Land measuring an area 06 Kathas 11 Chittacks more or less together with structure standing thereon, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP Nos. 15, 15A, 15B, and 15C within the limits of Kolkata Municipal Corporation, KMC Ward No.112, Premises No. 342, Hari Sava Math, Postal Premises No. 15, Brahmapur Govt. Scheme, under P.S.- Previously Regent Park now Bansdroni, Kolkata-700070 A.D.S.R.-Alipore in the district South 24 Parganas, West Bengal which is morefully described in the Schedule-I and hereinafter referred to the "Said Property".

That said Gouri Sarkar, Sudipta Sarkar, Provash Chandra Sarkar, Bikash Sarkar & Prokash Sarkar seized, possessed and sufficiently entitle to the said property by demarcating the boundary wall and mutate their name before the Kolkata Municipal Corporation and paying taxes regularly in respect of the said property. They have full power and absolute right to enter into this agreement.

That since the lawful and absolute owners in respect of the aforesaid property and have been possessing and enjoying the same, the owner herein entered into this joint venture agreement with the developer according to the terms and conditions laid down in previous supplementary agreement, being No. 5243/2015 dated 03.08.2015.

That said the First Party to construct a new building at the said holding but due to lack of finance, men power and technical knowledge he was in search for suitable solvent Developer to implement the aforesaid project and to that effect the said Developer has agreed to develop the said property of the said OWNERS/LANDLORDS and the parties hereto after several discussion have agreed to enter into this Agreement to avoid any future litigation,



misunderstanding and dispute in between them and amongst their legal heirs and successors in future.

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

#### **1.0 ARTICLE : I - DEFINATIONS**

- 1.1 OWNERS/LANDLORDS :** Shall mean and include 1) **SMT. GOURI SARKAR** wife of Late Subhas Chandra Sarkar, having her PAN -EVPP55004B, Aadhaar No.466003915178, Phone No.8777786960 , 2) **SMT SUDIPTA SARKAR** Daughter of Late Subhas Chandra Sarkar, having her PAN - FGHP59759C, Aadhaar No. 266246052558, Phone No. 8777786960., 3) **SRI PROVASH CHANDRA SARKAR** son of Late Sarbeswar Sarkar, having his PAN - AJXPS5949L, Aadhaar No. 451190151531, Phone No. 7003497515,4) **SRI BIKASH SARKAR** Son of Late Sarbeswar Sarkar, having her PAN - CVIPS1678D, Aadhaar No. 261732755113 Phone No. 91636793445) **SRI PROKASH SARKAR** son of Late Sarbeswar Sarkar, having his PAN - ALSPS1814E, Aadhaar No. 507117977383, Phone No. 9330643886, Both by Faith-Hindu, by Occupation -House Wife, Student, Service & Retired Person respectively, by Nationality-Indian, residing at 15, Brahmapur, Govt. Colony, P.S.-Bansdroni, Kolkata-700070, District-South 24 Parganas, West Bengal and their legal heirs, successors, representatives and assigns.
- 1.2 PROPERTY :** Shall mean ALL THAT the piece and parcel of Bastu Land measuring an area **06 Kathas 11 Chittacks** more or less together with structure standing thereon, be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP Nos. 15, 15A, 15B, and 15C within the limits of Kolkata Municipal Corporation, KMC Ward No.112, Premises No. 342, Hari Sava Math, Postal Premises No. 15, Brahmapur Govt. Scheme, under P.S.-Previously Regent Park now Bansdroni, Kolkata-700070 A.D.S.R.-Alipore in the district South 24 Parganas, West Bengal together with all easement rights and appurtenance and its annual proportionate rent is payable to the Collector, South 24 Parganas, Govt. of West Bengal which is morefully described in the **Schedule I**.
- 1.3 DEVELOPER/PROMOTER :** Shall mean and include the said "**ANGEL PROPERTIES**", a **partnership Firm**, having its registered office at 8/60, Netaji Nagar, P.S.-Netaji Nagar, Kolkata-700092, District-South 24 Parganas, West Bengal, having its PAN-AAKFA0886C, represented by its partners namely **(1) SRI PRABIR BAGISH** son of

Late Sudhir Ghosh, by faith- Hindu, by Occupation-Business, by Nationality-Indian having his PAN-AHQPG061BP, Aadhaar No. 979273348075, Phone No.8617726854, residing at 8/64A, Netaji Nagar, P.S.-Netaji Nagar, Kolkata-700092, District-South 24 Parganas, West Bengal (2) SRI BAPI DAS son of Bipin Das, by faith- Hindu, by Occupation-Business, by Nationality-Indian having his PAN-AHFPD3158E, Aadhaar No. 959734284869 Phone No.8777818566 residing at 2/53, Netaji Nagar, P.S.-Netaji Nagar, Kolkata-700092, District-South 24 Parganas, West Bengal, All by faith-Hindu, by Occupation -Business respectively, by Nationality-Indian.

- 1.4 **BUILDING** : shall mean and include commercial and/or residential building or buildings to be constructed on the said property in accordance with the plan sanctioned by the appropriate Authority and with necessary additional structures like pump houses, generator room security arrangement etc. and shall include the car parking and other open spaces intended for the enjoyment by the occupants of the buildings.
- 1.5 **COMMON FACILITIES AND AMENITIES** : shall included corridors, Roof, Drainage and sewerage line and connection all plumbing installations, meter, pump, care taker room if any, stairways, ways etc. and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management for the buildings and/or the common facilities or any of them thereon as the case may be. The owner and the Developer and its respective nominees shall enjoy the roof of the buildings jointly and undividedly however the terraces of the building shall be exclusive owned and used by the Owners. Apart that and also search command areas to the included as saleable area in respect of flats, shops and space in the proposed new building at the said premises which is morefully and particularly described in the **SCHEDULE -V**.
- 1.6 **SALEABLE SPACE** : shall mean the flats, shops, office, garages and building available for independent use and occupation after taking due provision for common facilities and the space required, thereof or against consideration.
- 1.7 **OWNER/LANDLORD'S ALLOCATION** : shall mean the owners will be provided 50 % of FAR (Flat and Car Parking Space) out of total Sanction Plan to be sanctioned by the Kolkata Municipal Corporation out of which the owners will be provided the entire First Floor an Fourth (Top) floor and also 50 % of car Parking space on the Ground Floor, together



with indivisible undivided proportionate share of land underneath the said flats and common ultimate roof right which is morefully and particularly mentioned in **SCHEDULE-III**.

**1.8 DEVELOPER'S ALLOCATION** : shall mean the remaining part i.e. 50% of the building made by the Sanctioned Plan. Which is morefully and particularly mentioned in **SCHEDULE -IV**.

**1.9 ARCHITECT** : shall mean a authorized Architect who will act as an Architect of the said building for designing and planning of the new ;building at the said premises.

**1.10 BUILDING PLAN** : would mean such plan or plans for the construction of the new building or buildings duly sanctioned by the appropriate authority and shall include any amendments thereto and/ or modifications thereof duly sanctioned by the appropriate authority.

**1.11 TRANSFER**; with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi-storied buildings to Purchasers thereof and will include the meaning of the said terms and defined in Income Tax Act, 1961 and with the provisions of T.P. Act, 1882.

**1.12** Words imposed singular shall include plural and vice versa.

**1.13 TRANSFEREE** : shall mean a person or persons, firm or association of persons to whom any space in the building or buildings has been transferred.

**1.14** Words importing masculine Gender shall include feminine and neuter genders; likewise words importing feminine genders shall include masculine and neuter genders.

## **ARTICLE - II COMMENCEMENT**

**2.** This Agreement shall being to have commenced with effect from \_\_\_\_\_  
The date of registered of this Agreement.

### **3.0 ARTICLE - III: TITLE AND INDEMNITIES**

3.1 The owner hereby declare that the owner have marketable title to the said premises and the owner have good right and title to enter into this agreement with the Developer and the owner hereby declare that the said premises is free from all encumbrances, liens, charges, mortgage whatsoever.

3.2 The owner are in physical possession of the premises free from all and any manner of lispensens, charges, liens, attachments, claims, encumbrances or mortgages whatsoever.

3.3 The owner hereby also undertake that the Developer shall be entitled to construct and complete the building in the said premises and to retain and enjoy the Developer's Allocation therein without any interruption or interference from the owner or any person or persons lawfully claiming through or under the owner as long as the Developer fulfils his part of these presents. If the any legal dispute will started during the continuance of this project regarding land then the owner shall liable for the same.

3.4 The Developer undertake to construct the buildings in accordance with the sanctioned plan and undertake to pay any or all damages, penalties and/or compounding fees payable to the authority or authorities concerned relative to any deviation without making the owner in any way liable for that. The Developer hereby undertake not to assign and/or transfer the job/construction to any Third Party in any manner whatsoever without consent of the Owners.

3.5 The Developer shall act as an independent contractor in constructing the buildings and undertake to keep the owner indemnified from and against all Third Party claims or compensation and actions arising out of any act or commission of the Developer or any accident in or relative to the construction of the building.

### **4.0 ARTICLE -IV - EXPLOITATION RIGHTS**

4.1 Immediately after the execution of this Agreement the Developer shall be entitled to deal with the said property on the terms and conditions herein contained and also in accordance with the Powers and Authorities conferred on the Developer by the Owners. In accordance with the General Power of Attorney for the purpose of Development and construction of the Buildings contemplated in these presents with Powers to enter into agreement for Sale, lease or let out the various portions of the Developer Allocation with any intending



Purchaser/ Purchasers and/or any transferee and to receive interest money and/ or any part payment and entire sale proceeds in respect thereof.

4.2 Immediately after the plan is prepared the parties hereto shall demarcate and identify their respective allocation but in doing so the parties shall see that the demarcation should be done in equitable manner taking into consideration the location, advantage and market value.

### **5.0 ARTICLE - V - BUILDING**

5.1 The Developer shall have exclusive right at its own costs to construct the buildings in the said building in accordance with the sanctioned Plan without any hindrance or obstruction from the owner or any person claiming through them as long as the Developer fulfills the terms and conditions of these presents. The type of construction, specification of materials to be used and the detailed design of the buildings conform to Class - I standard buildings specifications. During such construction the owner and/or his agent shall have the right to inspect and verify the quality of the materials being used by the Developer which is more fully and particularly mentioned in **SCHEDULE - II**.

5.2 The Developer shall install and provide in the buildings at its own costs, overhead water reservoir, and other facilities and amenities as are normally contained in multi-storied buildings in the area, to make the same totally and absolutely habitable. The inhabitants of the said new building shall bear the common expense which they shall use commonly of the said building has been drawn in **SCHEDULE- VI**.

5.3 The Developer hereby undertakes to construct the building diligently and expeditiously and handover the Owner's Allocation to the owner **within 24 months from the date of sanction of the building plan**.

### **6.0 ARTICLE - VI - CONSIDERATION & SPACE ALLOCATIONS**

6.1 In consideration of the owner having agreed to grant an exclusive right to the Developer to commercially exploit the said holding by construction of the new building thereon the owner shall be entitled to the properties as mentioned in **SCHEDULE - III** only of the total sanction area consisting of flats including common areas to be constructed completed and delivered to the owner will be treated as Owner's Allocation. And the remaining flats, shops

and spaces in the proposed new building together with undivided proportionate share of land along with common areas in the proposed new building shall be treated as absolute allocation of the Developer. The Owner's Allocation has been more clearly and down in the SCHEDULE- IV.

6.2 The Developer and the owner and their respective nominees shall use the roof undividedly and commonly.

6.3 The owner shall be entitled to transfer or dispose of the Owner's Allocation in the building without any objection right or claim from the Developer and shall have exclusive right to enter into Agreement For Sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever from the Developer or any person or persons lawfully claiming through the Developer, who shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation But for that particular flat or portion the owner/ intending purchaser/s shall pay the service tax to the developer as per Govt. Rules.

6.4 The entire buildings shall be of uniform construction with the standard first class building materials and if at any time the owner shall require the Developer to provide any other kind of materials or additional facilities in the Owner's Allocation, all extra costs, charges and expenses incurred by the Developer.

6.5 The Developer shall use standard quality of materials for the construction of the entire building. The owner shall have the authority to inspect the quality of the materials if so desired and the Developer shall in no way obstruct the owner or his Inspector/Agent from making such inspection, at any point of time of such constructions, as may be desired by the Owner.

6.6 The Developer shall be exclusively entitled to the Developer's Allocation in the said buildings without in any way disturbing the common facilities situated thereon will the exclusive right to deal with, enter into Agreements for and transfer the same without any right, claim demand, interest, whatsoever however of the owner and the owner or any person or persons lawfully claiming through them shall not disturb the quiet and peaceful possession and enjoyment of the Developer's Allocation.



## **7.0 ARTICLE - VII - COMMON FACILITIES**

7.1 All rates and taxes and outgoing if any in respect of the said holding shall be borne and paid in the manner follows :-

- a) By the owner up to the commencement of execution of the project.
- b) During the execution of its project 100% and by the Developer.
- c) After the completion date proportionate ratio as owned by the owner and/or the Purchasers of the Owner's Allocation and balance by the Developer and/or by the Purchasers by the Developer's Allocation.

7.2 As soon as the Owner's Allocation in the new building is complete in habitable condition the Developer shall give written notice to the owner to take possession of the Owner's Allocation in the said building and from the date of service of such notice and at all times thereafter, the owner shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, dues and other statutory outgoing and imposition whatsoever (hereinafter for the sake of brevity collectively referred to as "the said Rates") payable in respect of the said Owner's Allocation. Similar and from the said date, the Developer or its nominee or nominees shall be exclusively responsible for payment of all the said rates payable in respect of the Developer's Allocation which is more particularly described in SCHEDULE-IV. The said rates are to be apportioned pro rata with reference to the saleable space in the building if they are levied on the building as a whole. The certificate of the Architect in respect of the said building as to its completion in terms hereof and the quality of the materials used therein shall be final and binding on the parties which is morefully and particularly mentioned in the SCHEDULE - II.

7.3 As and from the date of service of the notice of possession the owner and the Developer shall also be responsible to pay and bear and shall pay the proportionate share in terms and on the same basis hereinabove the service charges for the common facilities in the building payable with respect to their respective allocations, the said charges to include premium for tile insurance of the buildings, water, fire and scavenging charges and taxes, light, sanitation maintenance operation and repair and removal charges for bill collection and management of the common facilities, renovation, replacement repair and the maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch, gear, transformers, generators, pumps, motors, and other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passage

ways, pathways and other common facilities whatsoever including creation of a sinking fund, certificates of the Architect respect of the said building as to its completion in terms hereof and the quality shall be final and binding on the parties.

7.4 Any transfer or any part of the Owner's Allocation of the new building shall be subject to the same provisions hereof and the respective transferee shall be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities as it is done in case of apartment owner under Apartment Ownership Act.

7.5 Both the Developer and the owner herein shall enjoy the respective allocation/portions in the said building under their occupation with absolute right to alienate transfer, sell, gift, etc. and such rights of the parties in no way could be taken off or infringe by either of the parties under any circumstances.

7.6 The owner shall not do anything by which the Developer shall be prevented from construction and completing of the said building as per the approved plan.

### **8.0 ARTICLE - VIII - COMMON RESTRICTIONS**

The owner allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's Allocation in the building which are as follows :-

8.1 Neither party shall use or permitted to use the respective allocations in the building or any portion thereon for carrying any obnoxious, illegal and immoral trade or activities nor use the same for any purpose which may cause any nuisance or annoyance to the other occupiers of the building.

8.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other and the appropriate authority in their behalf.

8.3 Neither party shall transfer or permitted to transfer their respective allocation unless the proposed transfer gives a written undertaking to the effect that said transfer shall remain bound by the terms and conditions hereof and pay all and whatever shall be payable relating to the areas under their possession.

8.4 Both the parties shall abide by all the laws, bye laws, rules and regulations of the Government Statutory Bodies and/or local bodies as the case may be or shall be responsible for any deviation and/or breach of any of the said laws and regulations.



8.5 The respective allottees or their transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceilings etc. in good and working conditions and in particular not to cause any damage to the building or any portion thereof.

8.6 Neither party or their transferees shall do or cost to be done any act or things which may cause any damage to the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from any such damages.

8.7 No goods shall be kept by either party or their transferee in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement or of the corridors and other places of common use in the building which is more fully and particularly mentioned in the **SCHEDULE - VII**.

## **9.0 ARTICLE - IX MISCELLANEOUS**

9.1 The owner and the Developer have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed to construed as a Partnership between the Developer and the owner or as a Joint Venture between them nor shall be Developer and the owner in any manner constitute an Association of Persons. The parties hereto entered into this agreement for their separate mutual benefits and interest and for which the property herein mentioned shall not be changed and/or encumbered in any manner whatsoever.

9.2 It is understood that from time to time to enable the construction of the building by the Developer various acts, deeds, matters, and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the owner and various applications and other documents may be required legally to be signed or made by the owner relating to which no specific provisions has been made herein. The owner hereby authorizes the Developer to do all such lawful acts, being required by the Developer in his behalf to execute any such additional power or powers of Attorney and/or his authorization or authorizations as may be legally required by the Developer for the purpose of construction the said building and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose which will be expressly stated herein shall not in any way prejudice the interests of the owner detailed hereinbefore.

9.3 The Developer shall in consultation with the owner be entitled to frame a scheme for the management and administration of the said Buildings and/or common parts thereof. The

Developer hereby says and confirm that it would hand over the Owner's portion first to the satisfaction to the owner and only after allotment of such portion of the owner the Developer shall be entitled to deliver its share of allocation to the Intending Purchasers in the new building at the said premises. Be it specifically mentioned here that the Developer shall issue written notice to the owner either by registered with A/D or by hand inviting the owner to take possession and upon expiry of seven days from the date of receiving the notice thereof if the owner fail or neglect to take possession of his allocation in the new building it will be treated and/ or deemed that possession of the Owner's Allocation has been duly handed over to the Owner. And in that event the Developer shall at liberty to deliver and/or handover it's allocation in favour of its nominee/nominees being the Intending Purchasers for flats and spaces in the new building.

9.4 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 on the owner if delivered by hand against receipt thereof or sent by prepaid registered post at the address given herein above and shall likewise be deemed to have been served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post to office of the, Developer, at the address given hereinabove.

9.5 Be it mentioned here that during the construction of the building and till the Developer share of allocation is fully disposed of, the Developer shall always remain the symbolic owner of the entire structural area in the proposed new building as would be constructed by the Developer by its own costs and expenses and after handing over vacant possession of the Owner's Allocation. The ownership of the owner will automatically changed to the extent that the owner will be the owner of structural area of his allocation together with undivided proportionate share of land attributable to the said structural area and in consideration of which the owner or his duly authorized Attorney shall sell, convey and transfer the remaining undivided proportionate share of land either to the Developer or its nominee or nominees being the intending Purchaser or Purchasers of flats/spaces without taking any other or further consideration save and except the Owner's Allocation either from the Developer or from its nominee or nominees.

9.6 That Sukumar Pal, Advocate, High Court, Calcutta has drafted and drawn this document and shall drafted and drawn all documents related to the project concerning the owner and Developer and those for selling portions of the Developer.

9.7 The name of the Complex/Building shall be **ANGEL TWIN -II**



## **10.0 ARTICLE-X - MUTUAL OBLIGATIONS**

10.1 The Developer undertake that the building will be completed within the time stipulated hereinabove or the grace period of 03 months and in case of Will full Negligence on the part of the Developer by not handing over Owner's Allocation within the stipulated period in that event the Developer shall pay a sum of Rs.100/-/(Rupees One Hundred ) only per month to the owner as and by way of compensation.

10.2 The owner covenant with the Developer that in case the project is neglected, delayed or otherwise fails due to breach of contract and or default on the part of the Owner, in that event, the Developer shall be entitled to compensation for all expenses incurred by them which would be assessed by the Engineers to be appointed by consent of both parties.

10.3 The owner and Developer jointly undertake not to transfer, mortgage, charge or lease in any way or encumber the said property or property which is the subject matter of this Agreement in any manner whatsoever during the subsistence of this Agreement but the Developer shall have the right and liberty to mortgage and/or create charge the structure constructed on the Developer' share of allocation before any nationalized bank or private bank but in such case the owner shall not be financially liable or responsible for the charge created by the Developer and such charge created will be with his written consent of the Owners.

10.4 In case of breach of any of the provisions herein, the party in breach shall be liable to pay such damages as determined by the Tribunal mentioned in Clause 10.5, but no party shall be entitled to terminate this Agreement unless there is a breaches to any of the terms or contained in this Agreement.

10.5 All disputes between parties relating to this Agreement or the purpose remaining and interruption thereof shall be referred to any civil and criminal court within jurisdiction.

10.6 The owner have this day handed over all original documents related to the properties to the Developer against proper receipt on condition such documents will be returned back to the Owner, if this agreement fails and/or determined for any reason whatsoever.

## **11.0 ARTICLE -XI - FORCE MAJEURE**

11.1 The parties hereto shall not be considered to be liable for any collection hereunder to the extent of the performance of the relative obligations prevented by the existence of the

Force Majeure and shall be suspended from the obligation during the duration of force Majeure.

11.2 Force Majeure shall mean flood, earthquake, riot, war, and storm, tempest civil connection which are beyond the reasonable control of the parties.

## 12.0 ARTICLE-XI - PENAL CAUSE

It is made clear that Developer are prevented from proceedings with the construction work during the continuance of such construction or prevented from starting the construction by any action on the part of the owner or his agent or any person claiming any right under the Owners, in that case the Developer shall have the right to rescind and/ or cancel this Agreement and also to claim refunds of all sums paid by the Developer to the owner in the meantime along with the amount if any, spent on account of the construction work or sanction of building plan of the building together an interest at the building rate of interest.

### 13. ARTICLE - XIII - JURISDICTION

The High Court at Calcutta and Courts Sub-ordinate thereto shall exclusively have jurisdiction to entertain, try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

## DEVELOPMENT POWER OF ATTORNEY

NOW KNOW WE AND THESE PRESENTS WITNESSETH THAT We, the said Owners of the said property doth hereby nominate, constitute and appoint "ANGEL PROPERTIES", a partnership Firm, having its registered office at 8/60, Netaji Nagar, P.S.-Netaji Nagar, Kolkata-700092, District-South 24 Parganas, West Bengal, having its PAN-AAKFA0886C, represented by its partners namely (1) SRI PRABIR GHOSH son of Late Sudhir Ghosh, by faith- Hindu, by Occupation-Business, by Nationality-Indian having his PAN-AHQPG0618P, Aadhaar No.979273348075, Phone No.8617726854, residing at 8/64A, Netaji Nagar, P.S.-Netaji Nagar, Kolkata-700092, District-South 24 Parganas, West Bengal (2) SRI BAPI DAS son of Bipin Das, by faith- Hindu, by Occupation-Business, by Nationality-Indian having his PAN-AHFDP3158E, Aadhaar No.959734284869, Phone No.8777818566 residing at 2/53, Netaji Nagar, P.S.-Netaji Nagar, Kolkata-700092, District-South 24 Parganas, West Bengal, All by faith-Hindu, by Occupation -Business respectively as our true and lawful attorney for me in my name and on our behalf to act make performs execute and exercise all or any of the



several acts, deeds, powers, authorities, matters and things herein below mentioned that is to say :-

1. To sign and execute all necessary papers and documents as my said attorney thinks fit and proper. The attorney will develop the said property according to the sanction plan, sanction by the Kolkata Municipal Corporation.
2. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale and sell the developer's allocation which is morefully and particularly described in the schedule herein. The developer would sale out the developer's allocation which is more particularly described in the Schedule herein.
3. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money, and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.
4. Upon such receipt as aforesaid in my name and as my act and deed, to sign, execute, registered and deliver any conveyance or conveyances of the said developer's allocation in favour of the said purchaser or his nominee or assignees.
5. To sign and execute all other deeds, instruments and assurances which he shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said property as I could do myself, if personally present.
6. To present any such conveyance or conveyances for registration, to admit execution and receipt of consideration before the sub-Registrar or Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which may said attorney shall consider necessary or purchaser as fully and effectually in all respects as I could do the same myself.
7. To sign effect mutation or separation of holding in the settlement record or any other records maintained by the appropriate authorities as also in the assessment record maintained by the Municipality and to sign all applications and objections relating thereto.

8. To appear for and represent me before any Judge, Magistrate, Munsiff and all Government Offices, such as B.L. & L.R.O., D.L. & L.R.O. etc. or any other authority in all matters and things relating to the said property or its affairs ancillary thereto.
9. To appear for and represent me in all Courts, Civil, Criminal or Revenue including Labour Tribunals as also original Revisional or Appellate Court, in any Registration office and to sign execute verify and file plaints, written statements, petitions and also to prefer appeals to any Court and to accept service of all summons, Notices and other process of Law relating to or concerning with the said premises.
10. To compromise, compound or withdraw cases or be unsuited or to refer to Arbitration all disputes and differences arising out of the said property and the present agreement.
11. To appoint, nominate and to authorize any Advocate or pleader in any of the aforesaid matters of his own choice other than themselves.
12. To apply before the appropriate authority and to obtain temporary and permanent connection of water, electricity, power as also to apply for and obtain permanent drainage and sewerage connection at the said developer's allocation for and on my behalf as my authorized agent.
13. To appoint, engage of my behalf pleaders, advocates, counsel or solicitors wherever my said attorney shall think fit and proper to do so and to discharge and/or terminate its appointment.
14. To withdraw and receive documents or money from any Registration office and/or Courts for an on my behalf as my authorized agent.

**AND GENERALLY** to do, execute and perform any other acts or acts, deed or deeds matter or things whatsoever which is in the opinion of my said Attorney ought to be done, execute and performed in relation to the said premises or affairs ancillary or incidental thereto as fully and effectually as could do the same by myself if personally be represent, provided always that all such dealings shall not in any way foster or create any financial liability upon me.

And I hereby agree to ratify and confirm all and whatever other Act or Acts my said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in



connection with the sale of the said property under and by virtue of this deed notwithstanding no express power in that behalf is hereunder provided.

**THE SCHEDULE - I ABOVE REFERRED  
(Description of the Land)**

ALL THAT the piece and parcel of Bastu Land measuring an area **06 Kathas 11 Chittacks** more or less together with structure standing thereon, measuring an area 600 sq.ft., be the same lying and situate at Mouza-BRAHMAPUR, J.L. No.48, Comprised in C.S./R.S. Plot Nos. 1527 (P) 1528 (P), 1529 (P) under LOP Nos. 15, 15A, 15B, and 15C within the limits of Kolkata Municipal Corporation, KMC Ward No.112, Premises No. 342, Hari Sava Math, Postal Premises No. 15, Brahmapur Govt. Scheme, under P.S.- Previously Regent Park now Bansdroni, Kolkata-700070 A.D.S.R.-Allpore in the district South 24 Parganas, West Bengal which is butted and bounded as follows:

- On the North : 20' feet wide KMC Road;  
On the South : L.O.P 16;  
On the East : Property of P.K. Majumder;  
On the West : Others Property;

**THE SCHEDULE -II ABOVE REFERRED TO  
(DETAILS OF THE SPECIFICATION)**

1. **Building** : Building with R.C.C. framed structure with suitable foundation as per design of the consulting engineer.
2. **Brick Wall** : All exterior walls shall be of quality bricks approved by the Engineer.
3. **Flooring and Skirting** : Floor, skirting of all rooms, kitchen and veranda shall be of Marble (Square)
4. **Plaster** : The outside of the building will have plaster  $\frac{1}{2}$ " thick (average), inside plaster will be  $\frac{3}{4}$ " thick (average).
5. **Door and windows** :

**1. MAIN ENTRANCE DOOR :**

- a. Commercial flash door painted on the both sides with wood primer.
- b. Wood door frame as approved by the Engineer.
- c. Peep hole.
- d. Handle from outside.
- e. Door lock

**2. OTHER DOOR :**

- a. Commercial flash door painted on the both sides with wood primer.
- b. Wooden frame as approved by the Engineer.

**3. WINDOWS :**

- a. All window frame will be made of quality Alluminium sliding with Grills with smoke glass.

**6. TOILET FITTINGS :**

- a. 6'-0" height glazed tiles finish above the skirting levels of 0'-4".
- b. One Indian type toilet or one W.C.
- c. Shower and tap in the toilet.

**7. KITCHEN FITTINGS :**

- a. Kitchen will have one black stone and Green Marble.
- b. 2'-6" height glazed tiles above the black stone slab.
- c. One Still sink with water tap.

**8. ROOF:**

- a) Over the R.C.C roof concrete slab screening with water proofing compound and neat cement on top.



- b) 3'-0" height parapet wall plastered on both sides shall be provided all round the roof slab.
- c) Suitable asbestos cement rain water pipe for proper drainage of water from roof.

9. **ELECTRICAL:**

- a) 2 light points, one fan point in each bed room and one 5AMP plug point and drawing-cum-dining room, one additional plug point to be provided in each board. One fuse with visual indication per board shall be provided. One AC point provided in master bed room.
- b) One light point, one fan point and one Fridge point & one extra 15 AMP power point of drawing- cum-dining room.
- c) One light point, one plug point and one point for exhaust fan, one point for mixture in kitchen will be provided .
- d) One light point.
- e) All Wiring shall be concealed type copper Wire and switches on Board.
- f) One light point in each landing of the staircase shall be provided.
- g) One calling bell point for each flat.

10. **WATER SUPPLY:**

- a) R.C.C. leak proof overhead reservoir will be provided at the top as per design.
- b) Suitable electric pump will be installed at the ground floor to deliver water to overhead reservoir to ensure round the clock water supply.

13. **SEWERAGE AND DRAINAGE** :Septic tank of suitable size, soil link, outlets, from toilets, along with catch pits for collecting sater, and water from kitchen shall be provided, wherever necessary both soil and rain water lines shall be connected. Sewerage/drainage liens according to the Sanctioned plan.

14. **COMPOUND:**

Compound wall will be paved wherever required and shall be round with wall and round along with a main gate for entrance.

**15. WHITE WASH & COLOUR WASH:**

- a) The building shall be painted externally with cement based coloured paint such as snowcem.
- b) The inside of the building shall be finished with plaster-of-paris.

**Note:** For any extra works apart from the above-stated specifications will have to be borne by the Owner.

**THE SCHEDULE - III ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**

**ALL THAT** the owners will be provided 50 % of FAR (Flat and Car Parking Space) out of total Sanction Plan to be sanctioned by the Kolkata Municipal Corporation out of which the owners will be provided the entire First Floor and Fourth (Top) floor and also 50 % of car Parking space on the Ground Floor, together with indivisible undivided proportionate share of land underneath the said flats and common ultimate roof right which is to be allotted to the **OWNERS/LANDLORDS** by the **DEVELOPER** together with proportionate right of Land along with proportionate right to use the vacant space and roof. The Developer shall issued a Possession Letter in respect of Owner's Allocation after completion of the project as per building sanction plan.

**THE SCHEDULE - IV ABOVE REFERRED**  
**TO (DEVELOPERS' ALLOCATION)**

**ALL THAT** the remaining part i.e. 50% of the building made by the Sanctioned Plan except owner's allocation.

**THE SCHEDULE - V ABOVE REFERRED TO**  
**(COMMON AREAS AND AMENITIES, FACILITIES)**

1. Land on which the building is located and all easements right, and appurtenances belonging to the said property and the building.
2. Staircase on all the floors.



3. Staircase landings on all floor
4. Common passage and lobby on the ground floor excepting for parking space area if any.
5. Water pump water tank water pipes and other common plumbing installations.
6. Electrical substation, electrical, wiring meter room and fittings.
7. Water and sewage evacuation pipes from the units to drains and sewers common to the building(s).
8. Drainage, sewers and pipes from the building to the Rajpur Sonarpur Municipality drainage.
9. Pump room.
10. Boundary walls and main gates.
11. Lift.
12. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developers expressly to be the common parts after construction of the building.

**THE SCHEDULE - VI ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

1. The expenses for maintenance, operating while washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings , water Pump and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.

2. Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

**THE SCHEDULE - VII ABOVE REFERRED TO**  
**(Common Rights)**

1. The clear un-interruptional right of access in common with the owner and/or owner and/or other occupiers of the said buildings of all times and for all purpose connected with the use and enjoyment of the staircases, generator, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises and premises roof, terrace, the passage leading to the building and staircase save and except the unconverted car parking spaces in the passage.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the flat/unit over and along with the drive way and pathway comprised in the said building.
3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
4. The right of passage in common as aforesaid electricity and soil from and to the said flat/unit through out pipes, drains wires and conduits or beings in under through out pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.



IN WITNESS WHEREOF the parties above named have hereunto set and subscribed their respective hands to these presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the Parties

above named in presence of

WITNESSES:

1. Kartick Subradhar  
Ambagan colony, Palta.  
P.O. - Bengal Enamel  
P.S. - Roadpara.  
Dist - 24, Faridpur (N)  
PIN - 743122

2. Subir Kumar Bhattacharya  
14, Brahmopur Govt Schem-  
Bansabroni, Kolkata-70

Drafted and prepared by:

Sukumar Pal.

**MR. SUKUMAR PAL**

Advocate

High Court, Calcutta

Bar No. : 13

Enrolment No. : F-650/169/1999

Ph. : 2432-5368 / 9831144627

Bowri Sarkar  
Lalita Sarkar  
L.I.I of Prakash chandra  
Sarkar by the Pen of Kartick  
Subradhar

Bikash Sarkar  
Prakash Sarkar

Signature of the LANDOWNERS

ANGEL PROPERTIES













































Prayin Khan  
Partner

Rajib Das  
Partner

Signature of the DEVELOPER





























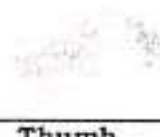



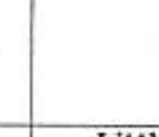










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# SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Gouri Sarkar</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
	<i>Indrajeet Sarkar</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
	<i>Chandras Sekhar by A.C. Patil of KANTHA SUBRAHMANIAM</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
	<i>Bihari Sarkar</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							



# SPECIMEN FORM FOR TEN FINGER PRINTS

 <i>Prakash Sarkar</i>	 <b>Little</b>	 <b>Ring</b>	 <b>Middle</b>	 <b>Fore</b>	 <b>Thumb</b>
	<b>(Left Hand)</b>				
	 <b>Thumb</b>	 <b>Fore</b>	 <b>Middle</b>	 <b>Ring</b>	 <b>Little</b>
	<b>(Right Hand)</b>				
 <i>Anir Ghosh</i>	 <b>Little</b>	 <b>Ring</b>	 <b>Middle</b>	 <b>Fore</b>	 <b>Thumb</b>
	<b>(Left Hand)</b>				
	 <b>Thumb</b>	 <b>Fore</b>	 <b>Middle</b>	 <b>Ring</b>	 <b>Little</b>
	<b>(Right Hand)</b>				
 <i>Debajit</i>	 <b>Little</b>	 <b>Ring</b>	 <b>Middle</b>	 <b>Fore</b>	 <b>Thumb</b>
	<b>(Left Hand)</b>				
	 <b>Thumb</b>	 <b>Fore</b>	 <b>Middle</b>	 <b>Ring</b>	 <b>Little</b>
	<b>(Right Hand)</b>				
	 <b>Little</b>	 <b>Ring</b>	 <b>Middle</b>	 <b>Fore</b>	 <b>Thumb</b>
	<b>(Left Hand)</b>				
	 <b>Thumb</b>	 <b>Fore</b>	 <b>Middle</b>	 <b>Ring</b>	 <b>Little</b>
	<b>(Right Hand)</b>				

### Major Information of the Deed

Deed No.	I-1603-01417/2022	Date of Registration	31/01/2022
Query No / Year	1603-2000070707/2022	Office where deed is registered	
Query Date	08/01/2022 12:16:50 PM		1603-2000070707/2022
Applicant Name, Address & Other Details	Sukumar Pal High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017449919, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 55,000/-	Rs. 55,16,909/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,070/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Harisabha Math, , Premises No: 342, , Ward No: 112 Pin Code : 700070

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	6 Katha 11 Chatak	50,000/-	51,11,909/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road.
<b>Grand Total :</b>				<b>11.0344Dec</b>	<b>50,000 /-</b>	<b>51,11,909 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	600 Sq Ft.	5,000/-	4,05,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>600 sq ft</b>	<b>5,000 /-</b>	<b>4,05,000 /-</b>	



**Lord Details :**



Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
<b>Smt GOURI SARKAR</b> Wife of Late SUBHAS CHANDRA SARKAR Executed by: Self, Date of Execution: 31/01/2022 , Admitted by: Self, Date of Admission: 31/01/2022 ,Place : Office	 31/01/2022	 LTI 31/01/2022	Gouri Sarkar  31/01/2022

15, BRAHMAPUR, City:- , P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: OUxxxxxx4B, Aadhaar No: 46xxxxxxxx5178, Status :Individual, Executed by: Self, Date of Execution: 31/01/2022 , Admitted by: Self, Date of Admission: 31/01/2022 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Smt SUDIPTA SARKAR</b> Daughter of Late SUBHAS CHANDRA SARKAR Executed by: Self, Date of Execution: 31/01/2022 , Admitted by: Self, Date of Admission: 31/01/2022 ,Place : Office	 31/01/2022	 LTI 31/01/2022	Sudipta Sarkar  31/01/2022

15 BRAHMAPUR, City:- , P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: FGxxxxxx9C, Aadhaar No: 26xxxxxxxx2558, Status :Individual, Executed by: Self, Date of Execution: 31/01/2022 , Admitted by: Self, Date of Admission: 31/01/2022 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Mr PROVASH CHANDRA SARKAR</b> Son of Late SARBESWAR SARKAR Executed by: Self, Date of Execution: 31/01/2022 , Admitted by: Self, Date of Admission: 31/01/2022 ,Place : Office	 31/01/2022	 LTI 31/01/2022	LTI of Provash Chandra Sarkar by the Pen of Karthik Subradhan  31/01/2022

15 ,BRAHMAPUR, City:- , P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AJxxxxxx9L, Aadhaar No: 45xxxxxxxx3113, Status :Individual, Executed by: Self, Date of Execution: 31/01/2022 , Admitted by: Self, Date of Admission: 31/01/2022 ,Place : Office



Name	Photo	Finger Print	Signature
<b>Mr BIKASH SARKAR</b> Son of Late <b>SARBESWAR SARKAR</b> Executed by: Self, Date of Execution: 31/01/2022 , Admitted by: Self, Date of Admission: 31/01/2022 ,Place : Office	 31/01/2022	 LTI 31/01/2022	 31/01/2022

15, BRAHMPUR, City:- , P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: CVxxxxxx8D, Aadhaar No: 26xxxxxxxx5113, Status :Individual, Executed by: Self, Date of Execution: 31/01/2022 , Admitted by: Self, Date of Admission: 31/01/2022 ,Place : Office










Name	Photo	Finger Print	Signature
<b>Mr PROKASH SARKAR</b> Son of Late <b>SARBESWAR SARKAR</b> Executed by: Self, Date of Execution: 31/01/2022 , Admitted by: Self, Date of Admission: 31/01/2022 ,Place : Office	 31/01/2022	 LTI 31/01/2022	 31/01/2022

15 ,BRAHMPUR, City:- , P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ALxxxxxx4E, Aadhaar No: 50xxxxxxxx7383, Status :Individual, Executed by: Self, Date of Execution: 31/01/2022 , Admitted by: Self, Date of Admission: 31/01/2022 ,Place : Office

#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>ANGEL PROPERTIES</b> 8/60, NETAJI NAGAR, City:- , P.O:- NETAJI NAGAR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 , PAN No.:: AAxxxxxx6C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :



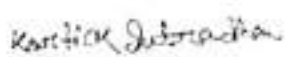
Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr PRABIR GHOSH (Presentant)</b>            Son of Late <b>SUDHIR GHOSH</b>            Date of Execution - 31/01/2022, , Admitted by: Self, Date of Admissior : 31/01/2022, Place of Admission of Execution: Office         </td> <td>   Jan 31 2022 1:57PM         </td> <td>   LTI 31/01/2022         </td> <td>   31/01/2022         </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr PRABIR GHOSH (Presentant)</b> Son of Late <b>SUDHIR GHOSH</b> Date of Execution - 31/01/2022, , Admitted by: Self, Date of Admissior : 31/01/2022, Place of Admission of Execution: Office	 Jan 31 2022 1:57PM	 LTI 31/01/2022	 31/01/2022
Name	Photo	Finger Print	Signature						
<b>Mr PRABIR GHOSH (Presentant)</b> Son of Late <b>SUDHIR GHOSH</b> Date of Execution - 31/01/2022, , Admitted by: Self, Date of Admissior : 31/01/2022, Place of Admission of Execution: Office	 Jan 31 2022 1:57PM	 LTI 31/01/2022	 31/01/2022						



64A, NETAJI NAGAR, City:- , P.O:- NETAJI NAGAR, P.S:-Jadavpur, District-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: AHxxxxxx8P, Aadhaar No: 97xxxxxxxx8075 Status : Representative, Representative of : ANGEL PROPERTIES (as PARTANER)

Name	Photo	Finger Print	Signature
<b>Mr BAPI DAS</b> Son of Mr BIPIN DAS Date of Execution - 31/01/2022, , Admitted by: Self, Date of Admission: 31/01/2022, Place of Admission of Execution: Office	 Jan 31 2022 2:05PM	 L11 31/01/2022	 31/01/2022
2/53, NETAJI NAGAR, City:- , P.O:- NETAJI NAGAR, P.S:-Jadavpur, District-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: AHxxxxxx8E, Aadhaar No: 95xxxxxxxx4869 Status : Representative, Representative of : ANGEL PROPERTIES (as PARTANER)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr KARTICK SUTRADHAR</b> Son of Late BIMAL SUTRADHAR AMBAGAN COLONY, PALTA, City:- , P.O - BENGAL ENAMEL, P.S:-Noapara, District-North 24-Parganas, West Bengal, India, PIN:- 743122	 31/01/2022	 31/01/2022	 31/01/2022
Identifier Of Smt GOJRI SARKAR, Smt SUDIPTA SARKAR, Mr PROVASH CHANDRA SARKAR, Mr BIKASH SARKAR, Mr PROKASH SARKAR, Mr PRABIR GHOSH, Mr BAPI DAS			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt GOURI SARKAR	ANGEL PROPERTIES-2.20688 Dec
2	Smt SUDIPTA SARKAR	ANGEL PROPERTIES-2.20688 Dec
3	Mr PROVASH CHANDRA SARKAR	ANGEL PROPERTIES-2.20688 Dec
4	Mr BIKASH SARKAR	ANGEL PROPERTIES-2.20688 Dec
5	Mr PROKASH SARKAR	ANGEL PROPERTIES-2.20688 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt GOURI SARKAR	ANGEL PROPERTIES-120.00000000 Sq Ft
2	Smt SUDIPTA SARKAR	ANGEL PROPERTIES-120.00000000 Sq Ft
3	Mr PROVASH CHANDRA SARKAR	ANGEL PROPERTIES-120.00000000 Sq Ft
4	Mr BIKASH SARKAR	ANGEL PROPERTIES-120.00000000 Sq Ft
5	Mr PROKASH SARKAR	ANGEL PROPERTIES-120.00000000 Sq Ft



Endorsement For Deed Number : I - 160301417 / 2022

31-01-2022

**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 : 43 of Indian Stamp Act 1899.

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

Presented for registration at 12:52 hrs on 31-01-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr PRABIR GHOSH .

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,16,909/-

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

Execution is admitted on 31/01/2022 by 1. Smt GOURI SARKAR, Wife of Late SUBHAS CHANDRA SARKAR, 15, BRAHMAPUR, P.O: BANSDRONI, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife, 2. Smt SUDIPTA SARKAR, Daughter of Late SUBHAS CHANDRA SARKAR, 15 BRAHMAPUR, P.O: BANSDRONI, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife, 3. Mr PROVASH CHANDRA SARKAR, Son of Late SARBESWAR SARKAR, 15, BRAHMAPUR, P.O: BANSDRONI, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Service, 4. Mr BIKASH SARKAR, Son of Late SARBESWAR SARKAR, 15, BRAHMAPUR, P.O: BANSDRONI, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Service, 5. Mr PROKASH SARKAR, Son of Late SARBESWAR SARKAR, 15, BRAHMAPUR, P.O: BANSDRONI, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Retired Person

Identified by Mr KARTICK SUTRADHAR, , , Son of Late BIMAL SUTRADHAR, AMBAGAN COLONY, PALTA, P.O: BENGAL ENAMEL, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743122, by caste Hindu, by profession Service

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

Execution is admitted on 31-01-2022 by Mr PRABIR GHOSH, PARTANER, ANGEL PROPERTIES (Partnership Firm), 8/60, NETAJI NAGAR, City:- , P.O:- NETAJI NAGAR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India PIN - 700092

Identified by Mr KARTICK SUTRADHAR, , , Son of Late BIMAL SUTRADHAR, AMBAGAN COLONY, PALTA, P.O: BENGAL ENAMEL, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743122, by caste Hindu, by profession Service

Execution is admitted on 31-01-2022 by Mr BAPI DAS, PARTANER, ANGEL PROPERTIES (Partnership Firm), 8/60, NETAJI NAGAR, City:- , P.O:- NETAJI NAGAR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092

Identified by Mr KARTICK SUTRADHAR, , , Son of Late BIMAL SUTRADHAR, AMBAGAN COLONY, PALTA, P.O: BENGAL ENAMEL, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743122, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 60/- ( E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/01/2022 5:23PM with Govt. Ref. No: 192021220173331041 on 29-01-2022, Amount Rs: 28/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BMWPPV9 on 29-01-2022, Head of Account 0030-03-104-001-16



Amount of Stamp Duty

Amount that required Stamp Duty payable for this document is Rs. 7,070/- and Stamp Duty paid by Stamp Rs 100/- by

Amount = Rs 6,970/-

Description of Stamp

Stamp Type: Impressed, Serial no AE7972, Amount: Rs.100/-, Date of Purchase: 01/02/2021, Vendor name: S

CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 29/01/2022 5:23PM with Govt. Ref. No: 192021220173331041 on 29-01-2022, Amount Rs: 6,970/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. IK0BMWPPV9 on 29-01-2022, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 44666 to 44720

being No 160301417 for the year 2022.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2022.01.31 19:01:06 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/01/31 07:01:06 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)