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Additional Director Sub-Registration,  
 of Calcutta, 74, Mehta

Additional Director Sub-Registration,  
 of Calcutta, 74, Mehta

U 18 2016

### DEVELOPMENT AGREEMENT

**THIS AGREEMENT** made this 29<sup>th</sup> day of January, Two Thousand Sixteen  
 BETWEEN, **SURENDRA KUMAR SINGH** son of Late Chandrama Singh by  
 faith- Hindu, by occupation - business residing at B-5/96, Indrasan Niwas,  
 Kalyani, P.O. & P.S. - Kalyani, District-Nadia, PAN - AXSPS6237L hereinafter  
 referred to as the **OWNER** (which term or expression shall unless excluded  
 by or repugnant to the subject or context be deemed to include their  
 heirs, executors, and representatives) of the **ONE PART**

AND

"**MOTHER INDIA COMPANY**" having its registered office at K.G.R. Path(South), P.O.- Kanchrapara, District-24 Parganas(N), Pan no - AAYFM6664N represented by its Proprietor namely **KRISHNAPADA DAS** son of Late Upendra Chandra Das, by faith - Hindu, by Occupation: Business, residing at K.G.R. Path(South), P.O.- Kanchrapara, District-24 Parganas(N), hereinafter called and referred to as the **DEVELOPERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, and representatives) of the **OTHER PART**.

**WHEREAS** Land Owner Surendra Kumar Singh has Purchased the landed property measuring 6 Cottahs 8 Chittaks or 10.70 Decimal more or less comprised in R.S. & L.R. Dag No. 245, 246, 247 under R.S. khatian No. 687, 688, 689 & 690 of Mouza- Kanchrapara, J.L. No.- 57, within the area of the then Chakdaha Sub-Registrar office from Smt. Pratima Devi by a Bengali sale Deed duly registered in Book No. 1, Volume No.-15, Pages to 275, Being No. 878, for the year 1982, registered in the Office of the Sub Registrar at Chakdaha, Nadia.

**AND WHEREAS** Land Owner Surendra Kumar Singh has obtained another landed property measuring 6 Cottahs 8 Chittaks or 10.70 Decimal more or less comprised in R.S. & L.R. Dag No. 245, 246, 247 under R.S.

khatian No. 687, 688, 689 & 690 and L.R. khatian No. 256/1 of Mouza-Kanchrapara, J.L. No.- 57, within the area of Kalyani Municipality from his brother Vijoy Kumar Singh by a Gift Deed duly registered in Book No. I, CD Volume No.- 8, Pages 4053 to 4065, Being No. 3083 , for the year 2011, registered in the Office of the Sub Registrar at Kalyani, Nadia.

**AND WHEREAS** Being thus seized and possessed of the total landed area of 13 Cottah or 21.40 decimal more or less comprised in R.S. & L.R. Dag No. 245, 246, 247 under different khatian as aforesaid, of Mouza-Kanchrapara, J.L. No.- 57, within the area of Kalyani Sub-Registrar office, morefully described in the schedule hereunder as the absolute Owner thereof free from all encumbrances whatsoever, became desirous of developing the said premises by demolishing the building thereon and raising a multistoried building in place thereof and the Developer on coming to know of the said desire of the said **owner** to develop the said premises, approached him and after several discussions between themselves the parties hereto have agreed to develop the said premises on such terms and conditions as contained hereinafter.

**AND WHEREAS** both the parties herein have discussed between themselves regarding the terms and conditions on which such ownership apartment can be undertaken and both the parties herein have accepted the terms and conditions as written hereunder.



NOW THIS AGREEMENT WITNESSETH AS IT IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

ARTICLE - I : DEFINITIONS

In this Agreement unless it is repugnant to or inconsistent with the  
subject or context :-

**OWNER :**

Shall mean the aforesaid **SURENDRA KUMAR SINGH** son of Late Chandrama Singh by faith- Hindu, by occupation - business residing at B-5/96, Indrasan Niwas, Kalyani, P.O. & P.S.- Kalyani, District-Nadia.

**DEVELOPER :**

Shall mean "**MOTHER INDIA COMPANY**" a proprietary concern having its registered office at K.G.R. Path(South), P.O.- Kanchrapara, District-24 Parganas(N), represented by its sole Proprietor namely **KRISHNAPADA DAS** son of Late Upendra Chandra Das, by faith - Hindu, by Occupation: Business, residing at K.G.R. Path(South), P.O.- Kanchrapara, District-24 Parganas (N).

**SAID LAND :** Shall mean **ALL THAT** piece or parcel of bastu lands, measuring an area about 13 Cottahs 0 Chittacks OR 21.40 decimal be the same a little more or less, lying and situated at beside Ghoshpara Road, Near Rathtala, comprised in R.S. & L.R. Dag No. 245, 246, 247 under R.S. khatian No. 687,688,689 & 690 and L.R. khatian No.459/1 & 1386 of Mouza- Kanchrapara, J.L. No.- 57, within the area of Kalyani Municipality in Ward No. 20 , in the District of Nadia, hereinafter called the said "**LAND**" (morefully and particularly described in the **FIRST SCHEDULE** hereunder written).

**ARCHITECTS :** Shall mean the Architect to be appointed by the Developer for the time being and/or such other Architect during the material time of construction of the proposed building or during the process or progress of the work whatsoever may have been appointed by the Developer.

**BUILDING :** Shall mean all the buildings so to be constructed in different blocks upon the said land in accordance with the building plan duly sanctioned by the Kalyani Municipality

(morefully and particularly described in the **SECOND SCHEDULE** hereunder written),.

**COMMON EXPENSES :**

Shall mean and include the cost of operating, up-keeping and maintaining as and when required the common services and facilities of the building and shall include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the **FOURTH SCHEDULE** hereunder written.

**UNITS :**

Shall mean any Flat, Garage and/or other commercial spaces within the building on or at the said premises, each of them being part thereof.

**UNDIVIDED SHARE:** Shall mean the undivided variable and impartible proportionate share in the land attributable and allocable to the said unit to be determined in relation to the area of the respective unit.

- PLAN :** Shall mean the plan sanctioned by the Kalyani Municipality, and other statutory variation including such modification or variations therein as may be required to be made or directed by the said Kalyani Municipality and agreed upon by the Owners.
- TRANSFER :** With its grammatical variations shall mean and include a transfer by possession and by other means adopted for effecting what is understood as a transfer for flat/unit in multi-storied building to the purchaser.
- TRANSFEREES :** Shall mean the purchaser to whom any Flat/Car Parking Space/Commercial Space and other space in the said building will be transferred to.
- SPECIFICATIONS :** Shall mean the materials and specifications mentioned in the **SIXTH SCHEDULE** hereunder written.
- MEMORANDUM OF AGREEMENT** shall mean this Agreement dated 29<sup>th</sup> day of January, 2016 between the Owner and the Developer in respect of **FIRST**

**SCHEDULE** property and construction of building thereon with terms and conditions embodied hereto.

**ARTICLE :II**

**1. OWNER SHARE/ALLOCATION :-**

In lieu of the land, Owner shall get 40% of the constructed commercial area within the proposed buildings and 35% of the constructed residential area within the proposed buildings as agreed to be constructed upon due sanction thereof comprising different flats and other spaces therein both residential and commercial, together with undivided proportionate share in the said land where on the said building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said land excepting the Developers allocation.

- 2. DEVELOPER'S SHARE/ALLOCATION** shall mean and include the remaining constructed area, i.e, 50% of the constructed commercial area within the proposed buildings and 65% of the constructed residential area within the proposed buildings as agreed to be constructed upon due sanction thereof comprising different flats and



other spaces both residential and commercial therein, together with undivided proportionate share in the said land whereon the said building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said land, excluding the Owners share and allocation therein as mentioned above, (hereinafter referred to as the "Developer's Allocation").

### **ARTICLE III BUILDING**

1. The Developer shall at their own cost and expenses shall construct the said building on the said premises according to the specification mention in the **SIXTH SCHEDULE** hereunder written in accordance with the plan so to be sanctioned by the Kalyani Municipality and in compliance with all Municipal Rules, Regulations and provisions. The building to be so constructed shall be with of good standard quality building materials and workmanship. No sub-standard materials shall be used, and all such specifications, materials, fixtures and fittings shall be approved of and/or certified by qualified Architect. The Developer shall be solely responsible for all cost, damages, fine, and compensations etc. for noncompliance of statutory rules, if any.

However if there be any deviation from the sanctioned building plan and to regularize the said deviation any imposition of fine or tax and other expenses required to be paid in that regard shall be borne and paid by the Owner and Developer in equal share and any excess area out of the said deviation shall belong equally to the parties herein.

2. The Developers hereby declare that the proposed building shall be completed, within 30 [Thirty] months from the date of obtaining the plan duly sanctioned by the Kalyani Municipality and also getting Khas and Vacant possession of the schedule below land for construction of the building.

#### **ARTICLE IV DEVELOPER'S OBLIGATION**

1. The Developers hereby agree and covenant with the Owners not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owners. No consent shall be required from the Owners on the part of the Developer to transfer and assign the Developer's allocation to the intending purchaser or purchasers.

2. The Developers hereby agree and covenant with the Owners not to do any act, deed, or thing whereby the Owners may be prevented from enjoying, selling, assigning and/or disposing of any of the portions within the Owners' allocation in the building.
3. The Developers hereby declare that construction of the proposed building shall be positively completed, and the Owners' allocation therein as agreed, shall be handed over to the Owners within 30 (Thirty) months from the date of obtaining sanctioned building plan, subject to extension thereof for further 6 (Six) months by way of grace in case of arising of any unwarranted situation.
4. It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen of the Developer, victimizing of any of workmen, or any other persons whatsoever, or causing any harm to the property during the course of construction of the building the Developer shall be solely liable and/or responsible therefore and shall bear all expenses resulting there from or for compensation payable therefore, keeping the Owners their estate and effects safe, and harmless, and indemnify, all claims, damages, rights

and/or actions as the Owners may have to in respect of such eventualities suffer in any manner whatsoever in consequence of any eventualities resulting therefrom.

5. After completion of the total constructional work of the proposed multistoried building, the Developer shall arrange for assessment of the same by the Municipal Authority, caring as well to inform the Owner in writing about approval of such constructions by the authorities as also asking them in writing to take delivery of possession of their allocation in the building as per terms as stated above.
6. That the Owners shall not be responsible for any Income tax and any other taxes in respect of the Developer's allocation in the proposed building.
7. That the Developer undertakes to obtain Completion Certificate on completion of construction at the premises from the Kalyani Municipality bearing all costs and expenses thereof out of his own fund before executing registered deed of conveyance or conveyances to intending purchaser or purchasers within the allocation of the Developer.



8. For any Government claims arising out of the construction of the building as against Capital gains in respect of Developers' Allocation the Developer shall be solely liable for meeting, and/or setting such claims, keeping the Owner, safe and/or harmless in such respect undertaking to indemnify the Owner in case they have to suffer monetary losses therefore.

#### **ARTICLE- V OWNERS' OBLIGATIONS**

1. The Owner has agreed to hand-over vacant peaceful possession of the premises to the Developer free from all encumbrances and charges subject to developer paying the owner a sum of Rs.30,00,000/- (Rupees Thirty Lakhs) only as and by way of refundable advance in the following manner.
  - a) Rs. 10,00,000/- (Rupees Ten Lakhs) only at the time of execution of this Development Agreement by following mode :
    - i) Rs. 5,00,000/- (Rupees Five Lakhs) in cash.
    - ii) Rs. 5,00,000/- (Rupees Five Lakhs) through bank transfer morefully described in Memo of consideration hereinafter.

- b) Rs. 10,00,000/- (Rupees Ten Lakhs) only on or before the date of 7<sup>th</sup> March, 2016.
- c) Rs. 10,00,000/- (Rupees Ten Lakhs) only on or before the date of 7<sup>th</sup> May, 2016.

It is hereby agreed that the aforesaid advance of Rs.30,00,000/- (Rupees Thirty Lacs) only shall be refunded by the owner on or before the date of handing over the peaceful vacant and complete possession of owner's allocation.

2. Subject to the preceding clauses, the Owners hereby grant exclusive licence and permission to the Developer to construct, erect and complete the proposed building on the said land including the Owners allocation of the said proposed building in accordance with the sanctioned building plan as per specification contained in the **SIXTH SCHEDULE** hereunder written.
3. The Developer shall be exclusively entitled to the Developer's allocation in the building with the rights to transfer or otherwise deal with or dispose of the same subject to compliance of the terms and conditions of this agreement after handing over the said Owners' allocation constructed area within the building meant for the Owners' allocation to

their satisfaction" After such delivery of possession the Owners shall not in any way interfere with or disturb quiet and peaceful possession of the Developer's allocation.

4. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land subject to condition that the Developer shall comply with building rules and use good quality building materials and in accordance with law.
5. The Owners hereby agree and covenant with the developer that upon receiving their allocation to their satisfaction they will not do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocation and/or selecting the person in whose favour the developer shall sell/transfer the developer's allocation.
6. The Owners hereby agree and covenant, with the Developer not to let out, grant, lease, mortgage, encumbered and/or charge the said plot of land or any portion thereof as per terms of this agreement.

7. That the Owners undertake that during the continuance of this agreement they shall not enter into any Development or Sale agreement with any third party in respect of the said lands or any part thereof but the Land owners shall have every right to enter into agreements including sell agreement in respect of Owners' allocation mentioned above of the said proposed building.
8. It is agreed that upon completion of the proposed multi-storied building and upon delivery of the possession of the Owners' allocated portion by the developer, all proportionate levies and taxes which will be finally assessed by the Municipality, in respect of the Owners allocated portion in the proposed multistoried building shall be paid by the land Owners from the date of taking over the possession of their entire allocated portion.
9. The developer shall be entitled to fix sign board on the said property for advertisement, and insertions in news papers and other advertising media.



10. The Owner herein authorized the developer herein to appoint, Architect, Labourers, workmen, masons, and to obtain electricity, Water, Sewerage, Drain from the Kalyani Municipality and W.B.S.E.D.C.I. and right to construct building upon the said land.
11. The Owner hereby undertakes to execute and Register a proper Deed of Power of Attorney in favor of the Developer giving authority to transfer the unit of the multistoried building to intending purchaser/purchasers in respect of the Developer's Allocation.
12. The Owner shall accommodate with the developer in every sense to construct the said building and/or do every necessary acts and deeds including providing original documents relating to landed property for inspection etc. by any financing bank.
13. The owner shall sign every documents and/or application required in different Government departments for construction of the said multistoried building.
14. The owner shall fully liable to any unseen or previous claims and/or demands relating to the landed property as described in the First schedule hereunder.

**ARTICLE VI OWNERS RIGHT**

That Owner shall be entitled to transfer and otherwise deal with the Owners allocation of the building to any person/persons and intending purchaser or purchasers in any manner with the assistance of the Developer if necessary.

**ARTICLE VII CONSIDERATION**

Owners Allocation shall be treated as the consideration price of the land.

**ARTICLE VIII DEVELOPER'S RIGHT**

1. The Developer will hold and/or possess the said plot of land for construction being exclusive lawful attorney and/or agent of the Owner and shall have authority to construct the building on the said plot of land as per sanctioned of the building plan by the Kalyani Municipality.
2. If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at their own cost and expenses and the Developer will pay and bear all fees including Architect's fees and Municipal charges and expenses required to be paid

or deposited, for such amendment and/or modification of the building plan but the Owner or their allocation will not be prejudiced for the same of the said amendment or modification.

3. The Developer shall be entitled to enter into agreement with the intending purchaser or purchasers for selling their allotted portion mentioned above excluding the Owner's share and shall settle terms with the prospective buyers of the flats/units etc, and the Owners will not be responsible for the same.
4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units, from the prospective buyers in respect of Developer's allocated portion to be due in their share in the said proposed building Flat/Garage space as referred to as saleable area and can issue receipt in their names acknowledging such receipts interns of this agreement without making the Owner liable or accountable for the same at any point of time.
5. The Developer shall also be entitled to execute a proper Deed of conveyance to the intending purchasers on behalf of the owner in respect

of Developer's allocated portion to be due in their share in the said proposed building Flat/Garage space on the basis of registered Deed of Power of Attorney which shall execute by the owner in favour of the Developer at the completion of present memorandum of agreement.

6. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner on the said plot or any part thereof to the Developer or is creating any right, title or interest in respect thereof to the Developer other than an exclusive licensee to the Developer to commercially exploit the said plot and to deal with the Developer's allocated area in the building in the manner herein stated.

#### **ARTICLE IX MISCELLANEOUS**

1. It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts,



deeds, matters and things and the Owners', if necessary shall execute necessary papers as may be required by the Developer for the purpose and the Owners' also undertake to sign and execute all such acts, deeds, matters, and things, if the same do not in any way infringes and/or affect the rights and interest of the Owner in respect of the said plot and/or the Owner allocation and/or go against the spirit of this Agreement.

2. Any notice required to be given by the Developer shall be deemed to have been served upon the Owners if delivered by hand and duly acknowledged or sent by registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer, if delivered by hand and duly acknowledge or sent by registered post with acknowledgment due to the Developer.
3. The Developer and the Owner shall mutually frame scheme for the management and/or administration of the said building and/ or common parts and facilities thereon.

4. The Owner and the Developer or their nominees hereby agree to abide by all the rules and regulation of such Management/Society/ Association and hereby give his consent to abide by the same.

**THE FIRST SCHEDULE REFERRED TO ABOVE**  
**(THE PREMSIES)**

**ALL THAT** piece and parcel of land measuring an area about 13 (Thirteen) Cottahs 0 (No) Chittacks 0 (Nil) sq.ft. or 21.40 Decimal be the same a little more or less **TOGETHER WITH** structure containing one kancha construction of 300 sq. feet (more or less) lying and situated at beside Ghoshpara Road, Near Rathtala, comprised in R.S. & L.R. Dag No. 245, 246, 247 under R.S. khatian No. 687,688,689 & 690 and L.R. khatian No.459/1 & 1386 of Mouza-Kanchrapara, J.L. No.- 57, within the area of Kalyani Municipality in Ward No. . in the District of Nadia, the property, butted and bounded as follows:-

On the North	:	Kiran Mohan Roy & Shakti Pada Mukherjee
On the South	:	Land comprising Dag Nos 241, 242, & 243
On the East	:	Ghoshpara Road
On the West	:	Land comprising Dag Nos 248

**THE SECOND SCHEDULE REFERRED TO ABOVE**

**(OWNERS ALLOCATION)**

- 1) Owner shall get 40% of the constructed commercial area within the proposed buildings and 35% of the constructed residential area within the proposed buildings as agreed to be constructed upon due sanction thereof comprising different flats and other spaces therein both residential and commercial
- 2) A sum of Rs.30,00,000/- (Rupees Thirty Lakhs) only as and by way of refundable advance in the following manner.
  - a) Rs. 10,00,000/- (Rupees Ten Lakhs) only at the time of execution of this Development Agreement by following mode :
    - i) Rs. 5,00,000/- (Rupees Five Lakhs) in cash.
    - ii) Rs. 5,00,000/- (Rupees Five Lakhs) through bank transfer morefully described in Memo of consideration hereinafter.
  - b) Rs. 10,00,000/- (Rupees Ten Lakhs) only on or before the date of 7<sup>th</sup> March, 2016.
  - c) Rs. 10,00,000/- (Rupees Ten Lakhs) only on or before the date of 7<sup>th</sup> May, 2016.

**THE THIRD SCHEDULE ABOVE REFERRED TO****(DEVELOPERS ALLOCATION)**

Developer's allocation shall mean and include remaining constructed area, i.e. 60% of the constructed commercial area within the proposed buildings and 65% of the constructed residential area within the proposed buildings as agreed to be constructed upon due sanction thereof comprising different flats and other spaces both residential and commercial therein.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**The owner and the purchaser or purchasers are entitled as common user of the common areas and the common parts mentioned in this indenture shall include:-**

1. The spaces within the building comprised of the entrance therein, staircase, landings, only.
2. The foundation columns, girders beams, supports, main walls the main gate of the premises and the landings to the building and staircase.
3. The installation for common services such as the drainage system in the premises water supply arrangement in the premises and electric connection and the other civic amenities to the premises.



4. Reservoir in the ground floor and the reservoir on the roof of the top floor of the building pump, motor, pipes, ducts and all apparatus and installations in the premises for common use.
5. Septic tanks, soak pits and the sewerage lines thereto connected.
6. All other areas, facilities and amenities in the premises which are intended for common use.
7. Roof of the top floor of the building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

(Common expenses which the owners, purchaser or purchasers shall have to bear)

- 1.(a) Cost and expenses for maintaining, repairing, decorating etc. of the said building and the said common areas and facilities to be enjoyed and/or to be used by the purchaser in common with other apartment owners.
- (b) Cost of cleaning and lighting of passage, landings, staircase and other parts of the said building to be enjoyed or to be used by the purchaser in common as aforesaid.
- (c) Electric charges for the pump, motor and common lights etc.

- (d) Cost of working and maintenance of common service such as line water, sewerage or drain, rain water pipes and water pipes etc.
  - (e) Cost of consumption of water as may be charged by the Kalyani Municipality or any other authority.
  - (f) Cost of decoration of the exterior wall of the said building.
  - (g) Salaries of Durwan, Electrician, sweepers etc.
  - (h) Insurance of the said building.
  - (i) Other outgoings.
2. Common expenses mean expenses for administration maintenance, repair or replacement of the common areas and facilities and all other sums assessed against such apartment owners by the owner or the said association as the case may be.
  3. Cost of maintaining, operating replacing and installing implements, including pump, motor pipes, etc. for the common services.
  4. Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the said building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATION OF THE BUILDING)**

1. Structure : The Building will be designed on R.C. framed structure
2. Walls : Outer walls - 200 mm thick
3. Windows : Steel window as per Architects design fitted with glass and necessary accessories.
4. Doors : All door frames will be 4" x 2" (only main entrance 4" x 2½" section and bathrooms, balcony 3"x2") Salwood with Synthetic Enamel Paints, all door shutter by factory made hot pressed commercial type flush door with Synthetic Enamel paints with Aluminium tower bolt, door eye, one Hatch Bolt at the main entrance door and all bed rooms.
- 5) Flooring : a) All floors shall be finished with floor Tiles with 6" skirting.  
 b) Toilets shall be finished with floor Tiles with 6" skirting & tiles upto 5-0- high Dado in wall

c) Kitchen shall be finished floor Tiles, one black stone slab with tiles finish with 2'-0" Dado in wall above cooking platform. One Black stone sink with concealed tap water line.

- 6) Sanitation : Every toilets shall be provided with
- a) White washbasin
  - b) C.P. Shower
  - c) One European commode with low down P.V.C. cistern
  - d) 1/2" Polly pipe all concealed.

- 7) Electrical : Conceal wiring electrical points will be provided as per detailed below:

Bed room: Three Light points

One fan point and

One 5 Amp. Plug point

Living/Dining three light point



Room	One Fan point One 5 Amp. Plug point One Point for T.V. Antenna One point for Phone One 15 Amp. 6- in one Power plug for Fridge
Kitchen	Two (SD Amp. Plug point one Exhaust point)
Toilet	One light point, one Exhaust point.
Balcony	One light point. One 5 Amp. Plug point.
General	Calling bell in the main entrance.

All electrical surfaces by copper wire & switch sockets.

9. Out side of the bulding: Seasem/Snowcem colour finished.
10. 24 hours water from underground water reservoir to overhead tank from KMC water.

IN WITNESS WHEREOF the **PARTIES** hereto have set and subscribed their respective hands and seals on the day month and year first above written.

**SIGNED, SEALED AND DELIVERED**

By the within named **OWNERS** at

Kalyani in presence of :-

1. *Sunder Singh,*  
S/o. Sri. Subendra K. Singh,  
B-5/36, Kalyani, Wadia.

*Subendra K. Singh*

**SIGNATURE OF THE OWNERS**

2.

**SIGNED, SEALED AND DELIVERED**

By the within named **DEVELOPER** at

Kalyani in presence of :-

1. Gopatch. Sarkar  
S/o Late Satya Prada Sarkar  
Sarkar Paraghat Road.  
Hali Sahas, 24 Parganas (W)

*K. Sharmasode*

**SIGNATURE OF THE DEVELOPER**

2

**Drafted by :-**

Rabi Ghosh

Advocate

High court, Calcutta

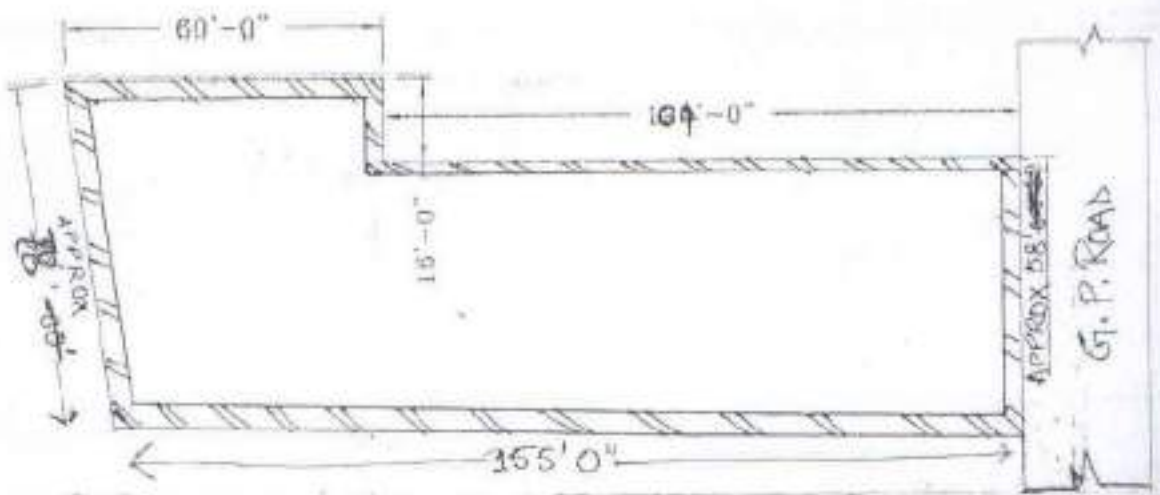
11, Old post Office Street, Gr. Floor

Ph- 9331833196

R.S. DAG 245, 246, 247 - MEASURING 13 COTTAH SCHATTACK, LITTLE  
LESS OR MORE.

SITE PLAN FOR PROMOTING AND DEVELOPMENT. SCALE: 1/8" = 1'

AREA OF LAND  
9360 SFT - LITTLE  
MORE OR LESS.



See also for Site  
Kishwaukee Co }

দশ আঙ্গুলের টিপ সই

১						 Surentra 10/1/19
	কনিষ্ঠ অঙ্গুলী	অনামিকা	মধ্যমা	তর্জনী	বৃদ্ধাঙ্গুলি	
২						

আমার দ্বারা প্রত্যয়িত - Surentra 10/1/19

১						 Kishor op 09/1/19
	কনিষ্ঠ অঙ্গুলী	অনামিকা	মধ্যমা	তর্জনী	বৃদ্ধাঙ্গুলি	
২						

আমার দ্বারা প্রত্যয়িত - Kishor op 09/1/19

১						
	কনিষ্ঠ অঙ্গুলী	অনামিকা	মধ্যমা	তর্জনী	বৃদ্ধাঙ্গুলি	
২						

আমার দ্বারা প্রত্যয়িত

১						
	কনিষ্ঠ অঙ্গুলী	অনামিকা	মধ্যমা	তর্জনী	বৃদ্ধাঙ্গুলি	
২						

আমার দ্বারা প্রত্যয়িত





ভারত সরকার  
Government of India



সুরেন্দ্র কুমার সিং  
Surendra Kumar Singh  
পিতা - চন্দ্রাম সিং  
Father : Chandrama Singh  
জন্ম তারিখ / DOB : 01/01/1961  
পুংস / Male



8003 8944 3086

আধার - সাধারণ মানুষের অধিকার



ভারতীয় চিহ্নিতকরণ কর্তৃপক্ষ  
Unique Identification Authority of India

ঠিকানা:  
- বি 5/96, - কল্যাণী,  
নলদাণী, নদিয়া, পশ্চিম বঙ্গ,  
741235

Address:  
- B 5/96, Kalyani, Kalyani,  
Nadia, West Bengal, 741235

8003 8944 3086

1800 300 3047

help@uidai.gov.in

www.uidai.gov.in

Surendra Kumar Singh

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SURENDRA KUMAR SINGH  
CHANDRAMA SINGH  
12/10/1960  
Permanent Account Number  
AXSPS6237L

*Surendra K. Singh*  
Signature



*Surendra K. Singh*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

MOTHER INDIA & CO.



10/02/2014

Permanent Account Number

AAAYFM6664N

02/02/2014

*Handwritten signature*

PERMANENT ACCOUNT NUMBER

AEWPD0370E



NAME

KRISHNA PADA DAS

FATHER'S NAME

UPENDRA CHANDRA DAS

DATE OF BIRTH

11-12-1958

SIGNATURE

*Krishna Pada Das*

*K. Das*

14.11.11

COMMISSIONER OF INDUSTRIAL W.B.

*W. S. Das*



## Seller, Buyer and Property Details

### Land Lord & Developer Details

#### Presentant Details

SL No	Name and Address of Presentant
1	Mr Surendra Kr Singh Son of Late Chandrama Singh B-5/196 KALYANI, P.O:- KALYANI, P.S:- Kalyani, District:-Nadia, West Bengal, India, PIN - 741235

#### Land Lord Details

SL No	Name, Address, Photo, Finger print and Signature
1	Mr Surendra Kr Singh Son of Late Chandrama Singh B-5/196 KALYANI, P.O:- KALYANI, P.S:- Kalyani, District:-Nadia, West Bengal, India, PIN - 741235 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No: AXSPS6237L, Status: Individual Date of Execution: 29/01/2016; Date of Admission: 29/01/2016; Place of Admission of Execution: Pvt. Residence

### Developer Details

Sl. No	Name, Address, Photo, Finger print and Signature
1	M/S MOTHER INDIA COMPANY K.G.R. Path(South), P.O. - Kanchrapara, P.O. - KANCHRAPARA, P.S. - Bipur, District -North 24-Parganas, West Bengal, India. PIN - 743145 PAN No. AAYFM6664N. Status Organization, Represented by representative as given below -
1(1)	Shri KRISHNA PADA DAS K.G.R. Path(South), P.O. - Kanchrapara, P.O. - KANCHRAPARA, P.S. - Bipur, District -North 24-Parganas, West Bengal, India. PIN - 743145 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEWPD0370E. Status: Representative, Date of Execution: 29/01/2016, Date of Admission 29/01/2016, Place of Admission of Execution: Pvt. Residence

### B. Identifire Details

Sl. No	Identifier Name & Address	Identifier Details	
		Identifier of	Signature
1	Mr RABI GHOSH Son of Late TARA PADA GHOSH 11 OLD POST OFFICE STREET, GROUND FLOOR, P.O - GPO, P.S - Hare Street, Kolkata, District -Kolkata West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of India.	Shri KRISHNA PADA DAS, Mr Surendra Kr Singh	

### C. Transacted Property Details

Sch No.	Property Location	Land Details				Other Details
		Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	
L1	District: Nadia, P.S. - Kalyani, Municipality KALYANI, Road Kanchrapara Unknown Road, Mouza Kanchrapara	LR Plot No:- 245 LR Khatian No:- 0	6.96 Dec	3,00,000/-	46,58,850/-	Proposed Use: Bari, ROR: Bari, Width of Approach Road: 60 Ft., Adjacent to Metal Road,

Sch No.	Property Location	Land Details				Other Details
		Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	
L2	District: Nadia, P.S. - Kalyani, Municipality: KALYANI, Road: Kanchrapara Unknown Road, Mouza: Kanchrapara	LR Plot No - 246, LR Khatian No - 0	5.72 Dec	3,00,000/-	38,28,825/-	Proposed Use: Bari, ROR: Bari, Width of Approach Road: 60 Ft., Adjacent to Metal Road.
L3	District: Nadia, P.S. - Kalyani, Municipality: KALYANI, Road: Kanchrapara Unknown Road, Mouza: Kanchrapara	LR Plot No - 247, LR Khatian No - 0	8.72 Dec	3,50,000/-	49,61,408/-	Proposed Use: Bari, ROR: Bari, Width of Approach Road: 60 Ft., Adjacent to Metal Road, Encumbered by Tenant.

Sch No.	Structure Location	Area of Structure	Structure Details		Other Details
			Setforth Value(In Rs.)	Market Value(In Rs.)	
F0	Gr Floor	300 Sq Ft	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1, L2, L3	300 Sq Ft	50,000/-	2,25,000/-	

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr Surendra Kr Singh	M/S MOTHER INDIA COMPANY	5.96	100
L2	Mr Surendra Kr Singh	M/S MOTHER INDIA COMPANY	5.72	100
L3	Mr Surendra Kr Singh	M/S MOTHER INDIA COMPANY	8.72	100

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	RABI GHOSH
Address	11, OLD POST OFFICE STREET, GROUND FLOOR, Thana : Hare Street.



Details of the applicant who has submitted the requisition form

Applicant's Name	RABI GHOSH
Address	11, OLD POST OFFICE STREET, GROUND FLOOR, Thana Hare Sire District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate



Office of the A.D.S.R. KALYANI, District: Nadia  
Endorsement For Deed Number : I - 130300447 / 2016

Query No/Year	13030000136103/2016	Serial no/Year	1303000469 / 2016
Deed No/Year	I - 130300447 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Surendra Kr Singh	Presented At	Private Residence
Date of Execution	29-01-2016	Date of Presentation	29-01-2016

**Remarks**

On 29/01/2016

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

Presented for registration at 15:40 hrs on 29/01/2016, at the Private residence by Mr Surendra Kr Singh Executant.

**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 1,38,74,083/-

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

Execution is admitted on 29/01/2016 by

Mr Surendra Kr Singh, Son of Late Chandrama Singh, B-5/196 KALYANI, P.O. KALYANI, Thana Kalyani, Nadia, WEST BENGAL, India, PIN - 741235. By caste Hindu, By Profession Business  
Indebted by Mr RABI GHOSH, Son of Late TARA PADA GHOSH, 11 OLD POST OFFICE STREET, GROUP FLOOR, P.O. GPO, Thana Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India PIN - 700000  
By caste Hindu, By Profession Advocate

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

Execution is admitted on 29/01/2016 by

Shri KRISHNA PADA DAS PROPRIETOR, M/S MOTHER INDIA COMPANY, K.G.R. Path(South), P.O.- Kanchrapara, P.O.- KANCHRAPARA, P.S.- Bijpur, District.-North 24-Parganas, West Bengal, India, PIN - 743145 Shri KRISHNA PADA DAS, Son of Late UPENDRA CHANDRA DAS, K.G.R. Path(South), P.O.- Kanchrapara, P.O. KANCHRAPARA, Thana Bijpur, North 24-Parganas, WEST BENGAL, India, PIN - 743145, By caste Hindu, By profession Business.  
Indebted by Mr RABI GHOSH, Son of Late TARA PADA GHOSH, 11 OLD POST OFFICE STREET, GROUP FLOOR, P.O. GPO, Thana Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700000  
By caste Hindu, By Profession Advocate

(Amit Bandopadhyay)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. KALYANI

Nadia, West Bengal

State of Assamability (Rule 43, W.B. Registration Rules 1962)

under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article  
of Indian Stamp Act 1899

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 10,995/- ( B = Rs 10,909/- , E = Rs  
and Registration Fees paid by Cash Rs 0/- by Draft Rs 11,000/-

**Description of Draft**

1. Rs 11,000/- is paid, by the Bankers cheque No: 937031000403, Date: 01/02/2016, Bank: STATE BANK OF  
INDIA (SBI), HALISAHAR

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,001/- and Stamp Duty paid by Draft Rs  
15,050/- by Stamp Rs 5,000/-

**Description of Stamp**

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 652, Purchased on 29/01/2016, Vendor named P C  
Sarkar

**Description of Draft**

1. Rs 15,050/- is paid, by the Draft (other) No: 186528000404, Date: 29/01/2016, Bank: STATE BANK OF INDIA  
(SBI), KALYANI INDSTL GRTH CTR.

(Amit Bandopadhyay)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. KALYANI

Nadia, West Bengal

Registration under section 60 and Rule 69.

Book - I  
Number 1303-2016, Page from 13980 to 14023  
No 1303/0447 for the year 2016.



Digitally signed by AMIT  
BANDYOPADHYAY  
Date: 2016.02.23 14:55:46 -08:00  
Reason: Digital Signing of Deed.

(Amit Bandopadhyay) 23/02/2016 14:55:45  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. KALYANI  
West Bengal.

(This document is digitally signed.)