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

Additional Dist. Sub-Registrar  
Garia, South 24 Parganas

26 NOV 2015


DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 26.11. Day of November, Two Thousand and Fifteen (2015) BETWEEN (1) SHRI

No. 10610 Date 16/9/15  
Sold to Nanyang Areas Pvt Ltd.  
of G.S.I. Park Grant Base Rud Khera  
Rupees 107

  
Samiran Das  
Stamp Vendor  
Alipore Police Court  
South 24 Pys., Kol. 27



  
Additional Dist. Sub-Registrar  
Garia, South 24 Parganas

26 NOV 2015

Jyonal Dasgupta  
S/O Mr. Jambal  
Dasgupta  
Kendrapur,  
Garia, P. Parganas  
W-84

SUSANTA DAS son of Late Shankar Das residing at Dakshin Ramchadrapur, Banhooghly, Sonarpur, P.S Sonarpur P.O Narendrapur, South 24 Parganas, Kolkata - 700103 (2) SHRI PROSANTA DAS (PAN NO - AWAPD5188N), son of Late Shankar Das residing at Dakshin Ramchadrapur, Banhooghly, Sonarpur, P.S Sonarpur P.O Narendrapur, South 24 Parganas, Kolkata - 700103 (3) SMT. PRATIMA MONDAL, (PAN NO - BPKPM1217B) wife of Shri Kanailal Mondal and daughter of Late Shankar Das, residing at Kadarat Mondal Para P.S Sonarpur P.O Ramkrishnapally, Sonarpur, South 24 Parganas Kolkata - 700150, (4) SMT KALPANA DAS (PAN NO - CFOPD8415D) widow of Late Shankar Das residing at Dakshin Ramchadrapur, Banhooghly, Sonarpur, P.S Sonarpur P.O Narendrapur, South 24 Parganas, Kolkata - 700103 and (5) SHRI SADANANDA DAS, son of Late Tulsi Charan Das alias Tulsi Das, residing at Ramchandrapur, P.O. Narendrapur, P.S. Sonarpur, District - South 24 Parganas, Kolkata - 700 103, hereinafter called the OWNERS/PARTIES OF THE FIRST PART (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

AND

M/S. NAVYUG AWAS PRIVATE LIMITED (PAN - AAECN0614L), a Company within the meaning of the Companies Act, 1956 having its Registered Office at 63/3B, Sarat Bose Road "Arusaday", Building, 4<sup>th</sup> Floor P.S Bhowanipore P.O Bhowanipore Kolkata-700025, represented by one of its Director, SHRI UTSAV AGARWAL, (PAN NO - AJDPA7778B) son of Shri Rajiv Agarwal residing at 10, Alipore Park Road P.S Alipore P.O

Alipore Kolkata - 700027, hereinafter called the hereinafter called the **DEVELOPER/ PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed and include its successors-in-office, legal representatives administrators and/or assigns) of the **SECOND PART**.

AND

**M/S. A.S. CONSTRUCTION, (PAN - AAXFA8893Q)** a partnership firm, having its office at Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District - South 24 Parganas, Kolkata - 700 103, represented by its Partners, namely (1) **ABID SANFUI, (PAN - AUIPS7310R)** son of Golap Sanfui, by occupation Business, residing at Kumrakhali, P.O. Narendrapur, P.S. Sonarpur, District - South 24 Parganas, Kolkata - 700 103 and (2) **SHRI SADHAN KARMAKAR, (PAN - BARPU5275P)** son of Late Jagadish Chandra Karmakar, by occupation Business, residing at Nilachal Complex, Phase-II, Pubayan Apartment, P.O. Narendrapur, P.S. Sonarpur, District - South 24 Parganas, Kolkata - 700 103, hereinafter called the **ASSIGNOR / CONFIRMING PARTY / PARTY OF THE THIRD PART** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed and include its successors-in-office, legal representatives administrators and/or assigns) of the **THIRD PART**.

WHEREAS:

- A) The predecessor in interest of Owners No. 1 to 4 Shankar Das and Sadananda Das were absolute owners in respect of a Bastu land measuring about 10 decimals but actual physical possession land

measures more or less 5 Cottahs and 8 Chittaks along with structure standing thereon situate and lying at Mouza - Kumrakhali, J.L. No. 48, comprising in R.S. Dag No. 1523, L.R. Dag No. 1602, appertaining to C.S. Khatian No. 35, R.S. Dag No. 1585, L.R. Khatian No. 1224 & 1311, Holding Nos. 164 Kumrakhali-3, Ward No. 27 under Rajpur-Sonarpur Municipality, Police Station Sonarpur, District 24 Parganas.

- B) Said Shankar Das & Sadananda Das as the absolute owners of the said Bastu land measuring 10 Decimals but actual physical possession land measures more or less 5 Cottahs and 8 Chittaks along with structure standing thereon duly mutated their names in the record of B.L.R.O. and also before the Rajpur Sonarpur Municipality.
- C) While seized and possessed of the said property jointly, said Shankar Das died intestate on 07/01/2015 leaving behind him two sons, one daughter and his widow being the Owners No. 1 to 4, who jointly acquired the undivided 50% share in respect of the aforesaid property.
- D) Said Shankar Das, during their life time jointly with Sadanand Das, have entered into a registered Memorandum of Agreement with M/s. A.S. Construction, a Partnership Firm being the Confirming Party herein on 9<sup>th</sup> October, 2013 on the terms and conditions as contained therein.
- E) After execution of the said Memorandum of Agreement, said A.S. Construction proceeded for development of the aforesaid property by landscaping and also for continuing other allied works required for construction of a new building thereon.

- F) During the progress of such development work, the present Developer being also the Developer of the contiguous plot of land has approached the Confirming Party herein for assigning and/or nominating their right as contained in the said Memorandum of Agreement dated 9<sup>th</sup> October, 2013 and accordingly, with the consent and concurrence of the Owners herein, the Confirming Party hereby duly assign their right as Developer as contained in the said Memorandum of Agreement dated 9<sup>th</sup> October, 2013 in favour of the present Developer subject to the terms and conditions as contained hereinafter and subject to providing an area in the proposed building in their allocation.
- G) That this Development Agreement supersedes the earlier Memorandum of Agreement dated 9<sup>th</sup> October, 2013 entered into by and between the Owners and the Confirming Party herein.
- H) The Owners/Parties of the First Part agreed to get the aforesaid property developed, by amalgamating the contiguous plots through the present Developer on the terms and conditions as contained herein.
- I) Before execution of this agreement the Owners have represented and assured to the Developer as follows :
- i) That the said property is free from all encumbrances, charges, liens, lispendents, attachments whatsoever or howsoever subject to the existing tenancies of tenants and/or occupiers in a portion therein.
  - ii) That besides the recitals of title made above, there is none to claim any right, title and interest into or upon the said property and there are no other encumbrances in the premises.

- iii) That there is no notice of acquisition or requisition received or pending in respect of the said property situated at Municipal Holding Nos. 164, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas or any portion thereof.
- iv) The Owners have also given to understand that the said property do not fall under the Urban Land (Ceiling and Regulation) Act, 1976.
- v) The Owners have declared to the Developer that the Owners have a marketable title in respect of the said property including the said structures situated thereon without any claim, right, title, interest of any person thereon or therein and the Owners have absolute right to enter into this agreement with the Developer and the Owners hereby undertake to indemnify and keep the Developer indemnified against any third party's claims actions and demands, whatsoever, with regard to the title and ownership of the Owners.
- vi) The earlier Memorandum of Agreement, executed between the predecessor in interest of the Vendor No.1, Shankar Das (since deceased) and Sadananda Das and the Developer, is being superseded by this Development Agreement and is hereby confirmed by executing this Development, making M/s. A. S. Construction as Confirming in this Agreement.

Relying on the aforesaid representation and believing the same to be true and acting on good faith thereof the Developer being desirous to develop the aforesaid property agreed to execute this Agreement on the terms and conditions as contained hereinafter.

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

1. Unless there is something contrary or repugnant to the subject or context in this agreement, following words shall have the following meanings :-

- a) **OWNERS** - shall mean (1) **SHRI SUSANTA DAS** son of Late Shankar Das residing at Dakshin Ramchadrapur, Banhooghly, Sonarpur, P.S Sonarpur P.O Narendrapur, South 24 Parganas, Kolkata - 700103 (2) **SHRI PROSANTA DAS (PAN NO - AWAPD5188N)**, son of Late Shankar Das residing at Dakshin Ramchadrapur, Banhooghly, Sonarpur, P.S Sonarpur P.O Narendrapur, South 24 Parganas, Kolkata - 700103 (3) **SMT. PRATIMA MONDAL, (PAN NO - BPKPM1217B)** wife of Shri Kanailal Mondal and daughter of Late Shankar Das, residing at Kadarat Mondal Para P.S Sonarpur P.O Ramkrishnapally, Sonarpur, South 24 Parganas Kolkata - 700150, (4) **SMT KALPANA DAS (PAN NO - CFOPD8415D)** widow of Late Shankar Das residing at Dakshin Ramchadrapur, Banhooghly, Sonarpur, P.S Sonarpur P.O Narendrapur, South 24 Parganas, Kolkata - 700103 and (5) **SHRI SADANANDA DAS**, son of Late Tulsi Charan Das alias Tulsi Das, residing at Ramchandrapur, P.O. Narendrapur, P.S. Sonarpur, District - South 24 Parganas, Kolkata - 700 103 and their heirs, executors, administrators, legal representatives and/or assigns.



- b) **DEVELOPER** :- shall mean **M/S. NAVYUG AWAS PRIVATE LIMITED (PAN – AAECN0614L)**, a Company within the meaning of the Companies Act, 1956 having its Registered Office at 63/3B, Sarat Bose Road "Arusaday", Building, 4<sup>th</sup> Floor P.S Bhowanipore P.O Bhowanipore Kolkata-700025, represented by one of its Director, **SHRI UTSAV AGARWAL, (PAN NO – AJDPA7778B)** son of Shri Rajiv Agarwal residing at 10, Alipore Park Road P.S Alipore P.O Alipore Kolkata – 700027, and its successor or successors in office and/or assigns.
- c) **ASSIGNOR/CONFIRMING PARTY/PREVIOUS DEVELOPER** :- shall mean **M/S. A.S. CONSTRUCTION, (PAN – AAXFA8893Q)** a partnership firm, having its office at Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District – South 24 Parganas, Kolkata – 700 103, represented by its Partners, namely (1) **ABID SANFUL, (PAN – AUIPS7310R)** son of Golap Sanfui, by occupation Business, residing at Kumrakhali, P.O. Narendrapur, P.S. Sonarpur, District – South 24 Parganas, Kolkata – 700 103 and (2) **SHRI SADHAN KARMAKAR, (PAN – BARPU5275P)** son of Late Jagadish Chandra Karmakar, by occupation Business, residing at Nilachal Complex, Phase-II, Pubayan Apartment, P.O. Narendrapur, P.S. Sonarpur, District – South 24 Parganas, Kolkata – 700 103, and its successor or successors in office and/or assigns.
- d) **PROPERTY** :- shall mean **ALL THAT** the existing piece or parcel of Bastu land measuring 10 Decimals but actual physical

possession land measures more or less 5 Cottahs and 8 Chittaks along with structure standing thereon situate and lying at Mouza - Kumrakhali, J.L. No. 48, comprising in R.S. Dag No. 1523, L.R. Dag No. 1602, appertaining to C.S. Khatian No. 35, R.S. Khatian No. 1585, L.R. Khatian Nos. 1224 & 1311, Holding No. 164, Kumrakhali-3, Ward No. 27, under Rajpur-Sonarpur Municipality, Police Station Sonarpur, District 24 Parganas, more fully and particularly described in the First Schedule appearing hereunder.

- e) **AMALGAMATED PROPERTY :-** The larger property proposed to be developed after amalgamating the existing property with a contiguous plot situated in L.R. Khatian No. 508/1, L.R. Dag No. 1594 and in L.R. Khatian No. 1217, L.R. Dag No. 1594 and in L.R. Khatian No. 902/1, L.R. Dag Nos. 1594, 1595 and 1598, all in Mouza Kumrakhali at present within the Rajpur Sonarpur Municipality, Ward No. 25 and the entire land and property now known as Municipal Holding Nos. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas.
- f) **PLAN :-** shall mean plan for the proposed building or buildings to be sanctioned by the Rajpur-Sonarpur Municipality for construction of a new building or buildings at the said premises situate and lying at Mouza - Kumrakhali, J.L. No. 48, comprising in R.S. Dag No. 1523, L.R. Dag No. 1602, appertaining to C.S. Khatian No. 35, R.S. Khatian No. 1585, L.R. Khatian Nos. 1224 & 1311, Holding No. 164, Kumrakhali-3, Ward No. 27, under Rajpur-Sonarpur Municipality, Police

Station Sonarpur, District 24 Parganas, or on the amalgamated property after amalgamation with contiguous plot of land.

- g) **ARCHITECT** :- shall mean the architect as may be appointed by the Developer from time to time with due approval of the Owners in writing and shall include such person or persons, firm or firms, company or companies who shall have requisite qualification and experience for such appointment.
- h) **BUILDING PLAN** :- shall mean such plan to be prepared by the Architect for the construction of the new building to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority as the case may be.
- i) **SALEABLE SPACE**:- shall mean the space in the new building available for independent use and occupation by the Developer after making due provisions for common facilities and the space required thereof and after providing the Owners' allocation.
- j) **NEW BUILDING and/or MULTISTORIED BUILDING** :- shall mean the building to be constructed on the said Premises situate and lying at Mouza - Kumrakhali, J.L. No. 48, comprising in R.S. Dag No. 1523, L.R. Dag No. 1602, appertaining to C.S. Khatian No. 35, R.S. Khatian No. 1585, L.R. Khatian Nos. 1224 & 1311, Holding No. 164, Kumrakhali-3, Ward No. 27, under Rajpur-Sonarpur Municipality, Police Station Sonarpur, District 24 Parganas by the Developer in

accordance with the plan to be sanctioned by the Rajpur-Sonarapur Municipality.

k) **UNIT** :- shall mean any flat and car parking spaces, servant's room and other covered area in the new building which is capable of being exclusively owned, used by any unit owners.

l) **OWNERS' ALLOCATION** :- shall mean 2380 Sq.ft (built-up area) on the any floors (except ground and first floor) and 120 Sq.ft (built-up area) on ground floor at Block 'A' for Owner Nos 1 to 4 and 1950 Sq.ft. (built-up area) on the any floors (except ground and first floor) and 550 Sq.ft (built-up area) on ground floor at Block 'A' for Owner No 5 of the proposed building to be constructed at the aforesaid property together with proportionate right over the common areas and/or common facilities and/or common amenities attached thereto.

m) **ASSIGNOR/CONFIRMING PARTY/PREVIOUS DEVELOPER'S ALLOCATION** :- shall mean the entire first floor measuring about 2500 sq.ft. built up area in Block 'A' and also 1500 sq.ft built up area on the ground floor in Block 'A' out of which the Owners Nos 1 to 4 will get more or less 120 sq.ft and Owner No. 5 will get more or less 550 sq.ft as above mentioned and the balance portion remaining will be allocated to the Assignor/Confirming Party herein in the proposed building to be constructed at the aforesaid property together with proportionate right over the common areas and/or common facilities and/or common amenities attached thereto.

- n) **DEVELOPER'S ALLOCATION** :- shall mean the remaining area in the Block 'A' including the covered and open car parking spaces and the roof/including the roof over the lift machine room of the proposed building or buildings to be constructed at the aforesaid property together with proportionate right over the common areas and/or common facilities and/or common amenities attached thereto.
- o) **COMMON AREA AND FACILITIES** :- shall mean staircase, right over the service area, corridor, lift shafts and all other common areas in the ground floor, etc. which are excluded from the area of the flat.
- p) **COMMON EXPENSES** :- shall mean and include all expenses to be incurred by the co-owners for the management and maintenance of the new building and its premises after the new building is handed over to all the co-owners and the expenses mentioned in the Third Schedule hereto.
- q) **TOTAL DEVELOPMENT COSTS** - shall mean the aggregate of all costs, fees, taxes and expenses wholly and exclusively to be spend or incurred by the Developer.
- r) **SPECIFICATION** - shall mean the specification and/or materials to be used for construction, erection and completion of the said New Building and/or Buildings as may be recommended by the Architect from time to time and/or specified in Second Schedule hereunder written.

Words importing singular shall include plural and vice versa and the words importing masculine gender shall include female and vice-versa and similarly words importing neuter gender shall include masculine and feminine genders.

1. The Party of the Second Part has represented that they are satisfied with regard to the title of the property. However, the Parties of the First Part hereby undertake to keep the Party of the Second Part indemnified against all the third party's claims with regard to the title in respect of the said property and further undertake not to create any encumbrances on the premises or on any part thereof, and that save and except the Parties of the First Part or their heirs, executors, administrators, legal representatives and/or assigns no body shall be entitled to deal with or dispose of their share of space in the proposed building or buildings after the plan is sanctioned.
  
2. That the Owners do hereby grant the exclusive right of development of the said property situate and lying at Mouza - Kumrakhali, J.L. No. 48, comprising in R.S. Dag No. 1523, L.R. Dag No. 1602, appertaining to C.S. Khatian No. 35, R.S. Khatian No. 1585, L.R. Khatian Nos. 1224 & 1311, Holding No. 164 Kumrakhali-3, Ward No. 27, under Rajpur-Sonarpur Municipality, Police Station Sonarpur, District 24 Parganas by amalgamating the said property with contiguous plot of land being Premises No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas in favour of the Developer with the intent and object that the Developer shall have the necessary map or plan prepared by a duly authorised Architect for being submitted to the

Rajpur-Sonarpur Municipality (hereinafter called the "said Municipality") or other Authorities concerned for sanction and shall construct, erect and complete the Multistoried Building on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said Authorities Concerned and specifications as provided in the Second Schedule written hereunder.

3. That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the Owners and the Developer and in regard to Owners' allocation thereof it has been agreed to grant the exclusive right of development of the new building or buildings in the said premises including Owners' allocation out of the total sanctioned area in the said premises (being the Owners' share in the property) to the Developer and that they will be entitled to deal with Developer's allocation in the proposed building or buildings.
4. In the proposed building or buildings the Parties of the First Part / Owners shall mean 2380 Sq.ft. (built-up area) on the any floors (except ground and first floor) and 120 Sq.ft (built-up area) on ground floor at Block 'A' for Owner Nos 1 to 4 and 1950 Sq.ft. (built-up area) on the any floors (except ground and first floor) and 550 Sq.ft (built-up area) on ground floor at Block 'A' for Owner No 4 of the proposed building.
5. In the proposed building or buildings the Confirming Party shall be entitled to the entire first floor measuring about 2500 sq.ft. built up area in Block 'A' and also 1500 sq.ft built up area on the ground floor in Block 'A' out of which the Owners Nos 1 to 4 will get more or less 120 sq.ft and Owner No. 5 will get more or less 550 sq.ft as above

mentioned and the balance portion remaining will be allocated to the Assignor/Confirming Party herein.

6. The remaining sanctioned area with balance open space together with ultimate roof of Block 'A' in the proposed building or buildings shall be exclusively allotted to the Party of the Second Part / Developer including remaining covered/open car parking space and the roof of the proposed building or buildings.
7. That after plan sanction from Rajpur Sonarpur Municipality all the Parties will enter into a unregistered Supplementary Agreement for demarcation of their allocation in Block - A and the Owners and Confirming Party will have a copy of plan sanction demarcating their allocation and counter signed by each Party.

8. **OBLIGATIONS OF THE CONFIRMING PARTY :**

The Confirming Party being the erstwhile Developer has taken the sole responsibility for obtaining the vacant possession in respect of the entirety of the property by evicting the existing tenants and/or occupiers there from at the entire cost and responsibility of the Confirming Party.

If, however, any area is required to be provided to the existing tenants and/or occupiers in such case such area shall be provided by the Confirming Party out of the Owners allocated portion at Block 'A' and the present Developer shall have no liability or obligations regarding the said tenants.



9. **DEVELOPER'S OBLIGATION :**

It shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows :-

- a) To prepare and finalize the plan of the aforesaid project for submitting the same to the Rajpur-Sonarpur Municipality
- b) The Developer shall at its cost for and on behalf of the Owners, shall apply and obtain a sanctioned plan of the proposed building or buildings to be constructed at the aforesaid property, if necessary by amalgamating the said property with contiguous plot of land and shall submit such sanctioned plan with due approval of the Owners within one month and the entire cost of such sanctioned including the Architect fees, however, shall be borne by the Developer.
- c) In the sanctioned plan, it has been agreed between the parties that the Owners and the Developer and the Confirming Party shall duly demarcate their respective allocations in the proposed building or buildings as mentioned hereto before by demarcating its respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto within 15 days from the date of sanction plan and before commencement of construction of the proposed building or buildings.

- d) To commence the construction of the proposed building or buildings within three months from the date of obtaining the sanctioned plan from the Rajpur-Sonarpur Municipality and to complete the construction of the proposed building or buildings within 36 (thirty six four) months from that date of obtaining the sanction plan of the proposed building and/or obtaining vacant possession of the property, whichever is later, if however, the Developer is unable to complete the construction within the aforesaid period, then a further extension of time for 6 months will be availed by the Developer.

If the Developer fails to complete the construction of the proposed building or buildings within the said extended period of 6 months i.e. total period of 42 months, in such case the Developer shall be liable for compensation @ Rs. 25,000/- per month till completion of the building.

- e) Save and except the Developer's allocation as aforesaid in the building or buildings to be constructed on the said property, the Developer shall not be entitled to create any charge or mortgage or encumber the aforesaid property with any financial institution or bank nor shall fasten the Owners for any financial liability.
- f) That the Owners shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's and Confirming Parties allocation in the proposed building or buildings in favour of the Developer and Confirming Party or its nominee or nominees at or after completion of the Owners' allocation and/or delivery of possession thereof.

Provided however, the Developer will not be entitled to deliver possession of the flats out of its allocation to anybody before delivery of possession of the Owners' allocation in the proposed building and/or before the expiry of the period of notice in writing to the Owners for taking such delivery of possession.

- g) That on completion of the building, the Developer shall furnish not only the completion certificate issued by the Rajpur-Sonarpur Municipality but also the certificate of the structural engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible for rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected during the period of one year from the date of completion of the building and handing over the possession of the respective flats to the prospective buyers.
- h) The Developer shall indemnify and keep indemnified the Owners against all loss, damages, costs, charges, expenses that may be incurred or suffered by the Owners on account of arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.
- i) It shall be the responsibility of the Developer to construct the maximum possible space conformity to the bye-laws of the

faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the Owners fully indemnified at all times against any loss or damage which may be caused to the Owners or any one else due to any accident during construction or for unauthorised construction (if any) in deviation of the sanctioned plan and/or due to any other cause, whatsoever.

12. That in consideration of the Developer constructing the said building or buildings on the terms and conditions contained in this Agreement and the obligations to be fulfilled by the Developer, the Developer shall get the Developer's allocation in the said premises immediately after delivery of the possession of Owners' allocation fully completed with proper completion certificate and the Developer shall keep the Owners fully indemnified for all times to come and for all purposes and consequence, whatsoever.
13. That the Developer shall construct the proposed building or buildings in the aforesaid property by constructing a multi-storied building or buildings thereon according to sanctioned plan to be obtained from the Rajpur-Sonarpur Municipality, in course of such development work, the Owner shall not be liable or responsible for any untowards or unwanted hazards / incident, accidents/ loss or any damages therein all such costs and consequences to be carried by the Developer.
14. **THE DEVELOPER FURTHER AGREES:**
  - a) To incur all costs, charges and expenses for obtaining the sanctioned plan or any modification thereof of the proposed


building or buildings to be constructed at the aforesaid premises and also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Rajpur Sonarpur Municipality.

- b) To get the said Plan prepared by the Architect and to get the plan sanctioned in the name of the Owners in respect of the property and for getting such sanction of the same to Rajpur-Sonarpur Municipality and other Authorities on Owners' making out a marketable title in respect of the said property and all expenses for such sanctioned plan to be incurred by the Developer.
- d) To deliver a xerox copy of the sanctioned plan within 15 days from the date of obtaining such sanction to all the Owners of the said property.
- e) It is, however, agreed between the parties that during the progress of construction of the aforesaid building, the Owners shall have the right of periodical inspection of the same either by themselves or by their representatives or any engineer or architect to be appointed by them or any suggestion thereof with regard to the quality of the material to be used in the said building and/or in connection with the construction thereon shall be adhered to complied with by the Developer in consultation with their architect.

- f) To frame rules and regulations regarding the use of the respective allocations of the space of the Owners and Developer or their nominee or nominees or to form the Management Association and/or flat Owners' Association and/or Society for the ultimate Owner or Owners of the proposed building or buildings only with the written approval of the Owners and other flat buyers.
- g) The Developer agrees to make construction of the proposed building and/or buildings in accordance with the sanctioned plan as per the specification given in the Second Schedule hereunder written.
- h) That the Developer, however, agrees to deliver the possession of the Owners' allocation in the proposed building or buildings before delivery of possession of the other portions thereof to the prospective purchasers and also shall furnish the completion certificate before handing over the Owners' allocation.
- i) It has been decided to get this Development Agreement registered before the Appropriate Registering Authority and as such the Developer shall bear such expenses including stamp duty and registration expenses.
- j) The Developer shall also be entitled to have the existing building and/or structures demolished either by themselves or through any contractor to be appointed by them and so far as the salvage in respect of the aforesaid property is concerned, the Developer shall take the entire salvage value of the properties.

15. **THE DEVELOPER SHALL BE ENTITLED :**

- a. To construct and complete the said Multistoried Building/Buildings in all respect in terms of this Agreement and in accordance with the plan to be sanctioned by the Authorities Concerned and as per the specifications mentioned in the Second Schedule within the specified time stated hereinabove.
- b. To enjoy, negotiate and enter into agreement/agreements for sale with buyers and accept advance and/or part consideration money for the disposal of Developer's and Confirming Parties allocation as it may think fit and proper from all such person or persons of its choice, without any interference from the Owners.
- c. The Developer will be entitled to enter into the agreement/agreements for sale and /or transfer the respective flats of its own allocation in the proposed building or buildings and for entering into such agreement with the prospective buyers, the Developer shall be at liberty not to make the Owners as party to the said agreement. Provided, however, at the time of execution of the Deed of Conveyance the Owners shall be a party to such Deed along with the Developer. It is, however, agreed between the parties that the Owners shall join as party to the Agreement for Sale with the prospective buyers of the Developer's allocation as no consideration is received to the Owners with regard to the sale of Developer's and Confirming Parties allocation and for which the Owners agreed to grant a registered Development Power of Attorney to the Developer. It is further made clear that the Owners shall only be held liable for



transferring the undivided proportionate share of land attributable to Developer's and Confirming Parties allocation and no transfer or sale will be made till the Owners' allocation is handed over after full completion within the schedule time stated herein.

- d. The Developer, however, shall be liable to pay all municipal taxes, land rent, rates and other out goings in respect of the aforesaid property on and from the date of execution of Agreement till delivery of possession of fully completed Owners' allocation in the proposed building or buildings.
- e. The Developer shall liquidate all outstanding statutory liabilities in respect of the aforesaid property including municipal tax or any other levies, if any.
- f. The Developer, however shall hand over the completion certificate to the Owners on completion of entire building.
- g. The Developer, however, shall be entitled to get the aforesaid property amalgamated with the contiguous plot of land and after such amalgamation construct the new building of buildings on the said amalgamated property and the present Owners agreed to extend all cooperation with the Developer and also to execute all necessary document or documents as may be found for the purpose of such amalgamation at the cost of the Developer.

16. **THE OWNERS AGREE :**

- i) To sign and execute all necessary Plans, Papers, Undertakings, Affidavits, Documents, Declarations, Deeds, which may be



required for obtaining the sanction Plan of the proposed building or buildings and construction of the proposed building/s in terms of this Agreement.

- ii) To co-operate with the Developer for construction and completion of the New Multistoried Building at the said property being Municipal Premises situated at Municipal Holding No. 164, Kumrakhali-3, Ward No. 27, under Rajpur-Sonarpur Municipality, Police Station Sonarpur, District 24 Parganas.
- iii) To sign and execute all necessary document or documents as may be required for the purpose of amalgamating the aforesaid property with the contiguous plot/plots of land.
- iv) To sign and execute all agreements for sale in respect of the Developer's and Confirming Parties allocation and present the same before Registration Authority for registration.
- v) That the Owners shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's and Confirming Parties allocation in the proposed building or buildings in favour of the Developer and Confirming Party or its nominee or nominees at any time at or before completion of the Owners' allocation. Provided however, the Developer will not be entitled to deliver possession of the flats out of its allocation to anybody before delivery of possession of the Owners' allocation in the proposed building or buildings and /or giving notice in writing to the Owners for taking such delivery of possession.

17. **THE OWNERS HAVE FURTHER AGREED AS FOLLOWS:**

- i) Not to sell, transfer, alienate or encumber their right over the said premises except their Allocation as Owners' share of allocation in the proposed New Multistoried Building subject to, however, fulfilling the terms of this agreement by such transfers.
- ii) Not to cause any obstruction or interference in the bonafide construction, erection and completion of the New Multistoried Building on the said Premises.
- iii) To execute a Power of Attorney appointing the Developer or its nominee as their Constituted Attorney authorising to do all deeds and things necessary for completion of the project and for dealing with Developer's allocation in the proposed building or buildings.
- iv) The name of the apartment shall be finalised jointly by the Developer.


18. In the event of the new construction work being delayed and/or destroyed due to the reasons amount to Force Majeure or conditions beyond its control i.e. to say by earthquake, tempest or other Act of God, fire, riots, civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of 30 months.


Similarly, if the construction work, while in progress, being delayed due to irregular and delayed supply of material and/or stopped due to non-supply of materials and/or labour trouble or any other incident other than Act of God, the Developer shall be solely responsible to take care of such incident itself and ensure speedy completion of the work using obviously superior quality materials and skilled labour force to finish the project within the stipulated period as indicated above, failing of which the clause of penalty as mentioned will be charged.

19. Both the Developer and the Owners shall be entitled to deal with or to dispose of their respective shares of the constructed space in any manner they think fit and proper without any interference from each other as long as such disposals shall not violate any provision of this Agreement.

20. **MISCELLANEOUS :**

- i) For the purpose of sale and/or transfer of their respective allocations no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent.
- ii) That after delivery of possession of the portion of existing property now under occupation of the Owners to the Developer, the Owners shall not create any encumbrances and / or liens in respect of the property and the Developer's exclusive right for development of the aforesaid properties shall not in any way be affected.

- 
- iii) The Developer will at its own cost and expenses arrange for all materials to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the Developer will erect the building with inferior quality materials thereby endangering the safety and lives of the respective flat owners.
  - iv) If there is any extra construction beyond the sanctioned plan, entire responsibilities of such construction will come upon the Developer.
  - v) Advocate fees to be realized from the prospective purchasers of the Developer and the Owners for their respective allocated flats and the Agreements/Deeds thereof to be prepared by the Advocate of the Developer.
  - vi) The Developer on completion of the proposed building or buildings shall cause the formation of the Association/Company/ Organization for maintenance of the said building and the Owners or its nominee or nominees shall become members of the said Association and shall abide by the Rules and Regulations framed thereof and shall also pay proportionate cost of formation of such Association.
  - vii) All the aforesaid terms and conditions are correlated with each other and in case the Developer fails to fulfill the obligations, as mentioned herein before, in such case the Owners shall give proper notice to remedied the said breach and in case of failure



on the part of the Developer to remedied the same the Owners shall be entitled to compensation for the same as may be assessed by the Architect.

- viii) The Developer, however, shall obtain necessary permission, as required under Promoter's Act before commencement of the construction of the proposed building or buildings.
- ix) Both the Owners and the Developer and/or their nominees and the Purchaser however shall be liable to pay the extra costs for additional features and/or facilities to be provided in the building as specified in the Fourth Schedule hereunder written.

21. **GUARANTEE :**

Developer shall make up/rectify at its own cost if any deficiency/defect reported by the Owners within 3 months after delivery of the flats.

21. **ARBITRATION :**

In the event of any dispute or differences arising between the parties in regard to this agreement or any matter connected therewith, the same will be referred to and settled by sole Arbitration of Shri N.N CHAKRABORTY, Advocate, CITY CIVIL COURT as per the provision of Arbitration and Conciliation Act, 1996 or any modification or enactment there under for the time being in force.

## 22. JURISDICTION :

Only Courts at Kolkata shall have the jurisdiction to entertain, try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith.

### FIRST SCHEDULE AS REFERRED TO ABOVE

ALL THAT the Bastu land measuring 10 Decimals but actual physical possession land measures more or less 5 Cottahs and 8 Chittaks along with structure standing thereon situate and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S. Dag No. 1523, L.R. Dag No. 1602, appertaining to C.S. Khatian No. 35, R.S. Khatian No. 1585, L.R. Khatian Nos. 1224 & 1311, Holding Nos. 164, Kumrakhali-3, Ward No. 27, under Rajpur-Sonarpur Municipality, Police Station Sonarpur, District 24 Parganas, and butted and bounded as follows :

ON THE NORTH : By Sonarpur Road ;

ON THE SOUTH : By R.S Dag No. 1519 .

ON THE EAST : By R.S Dag No. 1522

ON THE WEST : By Part of R.S Dag No. 1523

## SECOND SCHEDULE AS REFERRED TO ABOVE

### GENERAL SPECIFICATION :

1. The building is described on RCC column foundation. The entire construction in all phases will be treated with water proofing compound, the external walls shall be 200 mm thickness brick walls and the internal portion walls shall be 75 mm and 125 mm of partition wall between two flats thickness of brick walls as per Rajpur Sonarpur Municipality. Sanction.
2. The entire flooring of the proposed building will be finished with marble (24" x 24") or with vitrified tiles .
3. All interior walls would be finished with plaster of paris.
4. Toilet will have antiskid/marble and ceramic glazed tiles up to door height.
5. Kitchens will have RCC cooking platform with Granite counter with stainless steel sink and ceramic tiles to dado up to 3 feet height from the top of cooking platform.
6. All doors will be of flush door and necessary Godrej night latch and other tower bolts and handles will be provided.
7. Water supply round the clock is assured through Kolkata Municipal Corporation source for which necessary underground and overhead water reservoir of adequate measurement will be made.
8. All windows would be of good quality aluminum windows fitted with M.S. Grill and glances as per Architects design.

9. Each flat will have two Western type commodes with low down cistern in addition to one wash basin, shower rose and necessary pillar cocks/bib cocks will be provided. (Parryware)
10. There will be full concealed copper wiring in flats. In each room there will be one fan, two lights, two plug points, one A.C. point, one cable point and one phone point. Only in living and dining there will be one A.C. points. In other places light and plug points in toilet, kitchen and only electric calling bell point only at the main door, one geyser point in each toilet and one exhaust fan point in each kitchen and toilet.
11. Electrical fitting (standard quality ISI mark)
12. Sanitary fittings (standard quality ISI marks)
13. Special fitting/finish will be provided as per customer's choice at extra cost.
14. Lift will be provided of 4/6 passenger.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**  
**(Common Areas and Installations)**

1. Entrance and exist of the building
2. Boundary walls and main gate
3. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any flat/unit)
4. Staircase and lobbies on all floors and the fifty per cent roof, deducting the area of staircase room lift well and lobby, lying on the front side of the proposed building or buildings.




5. Lifts, its equipments and installations lift well, machine room, security room, common toilet, generator room etc.
6. Electric sub-station and electrical wiring and other fittings (excluding only those installed in the exclusive area of any flat/unit and/or exclusively for its use.
7. Meter space water pump space water reservoir together with all common plumbing installation for carriage of water (save only those exclusively within and for the exclusive use of any flat/unit) together with the roof of the building and separated area for common installations.
8. Such other common parts, area, equipment installation, fittings, fixtures and space in or about the land and the building as may be necessary for passage and/or user in common by the co-owners.
9. One common toilet on the ground floor.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

**(Extra development charges)**

Both Owners and the Developer shall have to pay the costs of additional features and/or facilities to be provided in the building.

1. Proportionate costs and charges of West Bengal State Electricity Board transformer (if any) / service / meter and security deposit for the meter.
2. Deposit and charges of electric meter and transformer and service line.
3. Costs of formation of the Association for management and maintenance of the new building at the aforesaid premises.

- 
4. Proportionate costs of the insurance of the building, if any.
  5. Proportionate costs of generator to be installed for providing electricity to the respective units in the aforesaid building.
  6. 12 months deposit towards common expenses and/or maintenance of the building.

It is expressly understood and agreed that in case the exact liability on the heads, as mentioned herein before cannot be quantified then in such case the Owners shall make payment according to the reasonable estimation furnished by the Developer.

As the amounts, as mentioned herein before shall be paid by the Owners of the First Part or the respective Purchasers in the proposed building or buildings before taking possession of the said units within 7 days on demand made either by the Developer or by the Owners and such payment shall not carry any interest.

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

SIGNED AND DELIVERED BY THE OWNERS/PARTIES OF THE FIRST PART AT KOLKATA IN PRESENCE OF :

1. Jaynal Laskar  
of Kancharpur, Wm  
of P. P. W. 11-84
2. Manish Kr Mouy 9  
36/81, Tyotish Key Road  
Kof - 53

- 1) Suganta Das
  - 2) Pradip Das
  - 3) Pratima Mondal
  - 4) Kuntal Das
  - 5) Anurag Das
- (OWNERS)

SIGNED AND DELIVERED BY THE DEVELOPER/PARTY OF THE SECOND PART AT KOLKATA IN PRESENCE OF :

1. Jaynal Laskar
2. Manish Kr Mouy 9 .

NAVYUGAWAS PRIVATE LIMITED

*Manish Agastya*  
Director

(DEVELOPER)

SIGNED AND DELIVERED BY THE  
CONFIRMING PARTY OF THE THIRD  
PART AT KOLKATA IN PRESENCE OF :

1. Jaynal Laskar

For A. S. CONSTRUCTION  
Abid Sah.  
Partner.

2. Manish K. Manna.

For A. S. CONSTRUCTION  
Sudhakar Karmakar  
Partner.

(CONFIRMING PARTY)

Drafted by me  
Narayan Chandra Choudhary  
No. 853/95  
Baruipur Civil Court

Printed by me  
U. Nandi  
Alipore Police Court

\*\*\*\*\*

DATED THIS 26<sup>th</sup> DAY OF May, 2015

BETWEEN

SHRI SUSANTA DAS & ORS.

.... OWNERS/VENDORS

AND

M/S. NAVYUG AWAS PVT. LTD.

.... DEVELOPER

AND

M/S. A.S. CONSTRUCTION

.... CONFIRMING PARTY

**DEVELOPMENT AGREEMENT**

**Re : Premises at Holding Nos. 164**

**, Kumrakhali-3, Ward No. 27,**

**under Rajpur-Sonarpur**

**Municipality.**

~~N. CHAKRABORTI  
ADVOCATE  
8/1 BELLA ROAD  
KOLKATA - 700 026.~~



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Right					

Name SUSANTA DAS

Signature *Susanta Das*



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Name PRASANTA DAS

Signature *Prasant Das*



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Name PRATIMA MONDAL

Signature *Pratima Mondal*



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Name KALPANA DAS

Signature *କଲ୍ପନା ଦାସ*



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Name SABANANDA DAS

Signature



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Name UTSAV AGARWAL

Signature



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Name ABID SANJIV

Signature








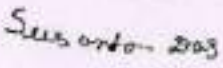
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Name SASHAN KARMAKAR

Signature







**Seller, Buyer and Property Details**  
**and Lord & Developer Details**

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Mr Abid Sanfui Kamalgazi., P.O:- NARENDRAPUR, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24- Parganas, West Bengal, India, PIN - 700103	 26/11/2015 2:48:07 PM	 LTI 26/11/2015 2:48:12 PM
		 26/11/2015 2:48:26 PM	

Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Mr Susanta Das Son of Late Shankar Das Dakshin Ramchandrapur, Bahhooghly, P.O:- Narendrapur, P.S:- Sonarpur, District:-South 24- Parganas, West Bengal, India, PIN - 700103 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India.; Status : Individual; Date of Execution : 26/11/2015; Date of Admission : 26/11/2015; Place of Admission of Execution : Office	 26/11/2015 2:51:53 PM	 LTI 26/11/2015 2:52:05 PM
		 26/11/2015 2:52:25 PM	



## Land Lord Details

No.	Name, Address, Photo, Finger print and Signature		
2	<p>Mr Prosanta Das            Son of Late Shankar Das            Dakshin Ramchandrapur, Banhooghly, P.O:-            Narendrapur, P.S:- Sonarpur, District-South 24-            Parganas, West Bengal, India, PIN - 700103 Sex:            Male, By Caste: Hindu, Occupation: Service,            Citizen of: India, PAN No. AWAPD5188N.; Status            : Individual; Date of Execution : 26/11/2015; Date            of Admission : 26/11/2015; Place of Admission of            Execution : Office</p>	 26/11/2015 2:48:35 PM	 LTI 26/11/2015 2:48:39 PM
		<p><i>Prosanta Das</i>            26/11/2015 2:49:04 PM</p>	
3	<p>Mrs Pratima Mondal            Wife of Mr Kanallal Mondal            Kadarat Mondalpara, P.O:- Ramkrishna Pally,            P.S:- Sonarpur, Rajpur-sonarpur, District:-South            24-Parganas, West Bengal, India, PIN - 700150            Sex: Female, By Caste: Hindu, Occupation:            House wife, Citizen of: India, PAN No.            BPKPM1217B.; Status : Individual; Date of            Execution : 26/11/2015; Date of Admission :            26/11/2015; Place of Admission of Execution :            Office</p>	 26/11/2015 2:54:53 PM	 LTI 26/11/2015 2:54:59 PM
		<p><i>Pratima Mondal</i>            26/11/2015 2:55:27 PM</p>	
4	<p>Mrs Kalpana Das            Wife of Late Shankar Das            Dakshin Ramchandrapur, Banhooghly, P.O:-            Narendrapur, P.S:- Sonarpur, District-South 24-            Parganas, West Bengal, India, PIN - 700103 Sex:            Female, By Caste: Hindu, Occupation: House            wife, Citizen of: India, PAN No. CFOPD8415D.;            Status : Individual; Date of Execution :            26/11/2015; Date of Admission : 26/11/2015;            Place of Admission of Execution : Office</p>	 26/11/2015 2:53:29 PM	 LTI 26/11/2015 2:53:44
		<p><i>কল্পনা দাস</i>            26/11/2015 2:54:29 PM</p>	

Land-Lord Details

Name, Address, Photo, Finger print and Signature

No.

5

Mr Sadanada Das  
 Son of Late Tulsī Charan Alias Tulsī Das  
 Ramchandrapur, P.O:- Narendrapur, P.S:-  
 Sonarpur, District:-South 24-Parganas, West  
 Bengal, India, PIN - 700103 Sex: Male, By Caste:  
 Hindu, Occupation: Business, Citizen of: India. ;  
 Status : Individual; Date of Execution :  
 26/11/2015; Date of Admission : 26/11/2015;  
 Place of Admission of Execution : Office



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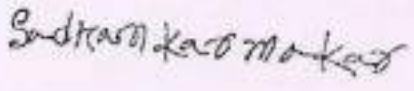
*Sadanada Das*

26/11/2015 2:51:07 PM

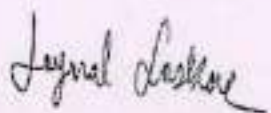
Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>M/s. NAVYUG AWAS PRIVATE LIMITED                      63/3B, Sarat Bose Road, Arusaday Building, 4th Flo, P.O:- Bhawanipore, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700025 PAN No. AAECN0614L.; Status : Organization; Represented by representative as given below:-</p>		
1(1)	<p>Mr Utsav Agarwal                      10 Alipore Park Road,, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste; Hindu, Occupation: Business, Citizen of: India, PAN No. AJDPA7778B;; Status : Representative; Date of Execution : 26/11/2015; Date of Admission : 26/11/2015; Place of Admission of Execution : Office</p>	 26/11/2015 2:52:58 PM	 LTI 26/11/2015 2:53:04 PM
		<p style="text-align: center;"><i>Utsav Agarwal</i>                      26/11/2015 2:53:20 PM</p>	
2	<p>M/S.A S CONSTRUCTION                      Kamalgazi,, P.O:- Narendrapur, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103 PAN No. AAXFA8893Q.; Status : Organization; Represented by representative as given below:-</p>		
2(1)	<p>Mr Abid Sanfui                      Kamalgazi,, P.O:- NARENDRAPUR, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AUIPS7310R.; Status : Representative; Date of Execution : 26/11/2015; Date of Admission : 26/11/2015; Place of Admission of Execution : Office</p>	 26/11/2015 2:48:07 PM	 LTI 26/11/2015 2:48:12 PM
		<p style="text-align: center;"><i>Abid Sanfui</i>                      26/11/2015 2:48:26 PM</p>	

Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
(2)	<p>Mr Sadhan Karmakar                      Nilachal Complex, Phase-II, Purbayan Apartment,                      P.O:- Narendrapur, P.S:- Sonarpur, District-South                      24-Parganas, West Bengal, India, PIN - 700103                      Sex: Male, By Caste: Hindu, Occupation:                      Business, Citizen of: India, PAN No.                      BARPU5275P,; Status : Representative; Date of                      Execution : 26/11/2015; Date of Admission :                      26/11/2015; Place of Admission of Execution :                      Office</p>	 26/11/2015 2:51:26 PM	 LTI 26/11/2015 2:51:30 PM
		 26/11/2015 2:51:47 PM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr Joynal Laskar                      Son of Mr Jamsed Laskar                      Kandarpapur, P.O:- Garia, P.S:-                      Sonarpur, Rajpur-sonarpur, District:-                      South 24-Parganas, West Bengal,                      India, PIN - 700084 Sex: Male, By                      Caste: Muslim, Occupation: Business,                      Citizen of: India,</p>	<p>Mr Susanta Das, Mr Prosanta Das,                      Mrs Pratima Mondal, Mrs Kalpana                      Das, Mr Sadanada Das, Mr Utsav                      Agarwal, Mr Abid Sanfui, Mr                      Sadhan Karmakar</p>	 26/11/2015 2:55:46 PM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Detail
L1	<p>District: South 24-Parganas, P.S:-                      Sonarpur, Municipality: RAJPUR-                      SONARPUR, Mouza: Kumrakhañ,                      Ward No: 27, Holding No:164</p>	<p>RS Plot No:-                      1523                      , RS Khatian                      No:- 1602</p>	<p>5 Katha 8                      Chatak</p>	<p>10,00,000/-</p>	<p>46,58,506/-</p>	<p>Proposed                      Use: Bastu,                      ROR: Bastu                      Width of                      Approach                      Road: 30 Ft                      Adjacent to                      Metal Road</p>

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	200 Sq Ft.	0/-		Commercial Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete
F1	Floor No: 1	200 Sq Ft.	0/-		Commercial Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1	400 Sq Ft.	5,00,000/-	6,37,500/-	Structure Type: Structure

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 Prosanta Das	M/s. NAVYUG AWAS PRIVATE LIMITED	0.9075	10
	Mr Prosanta Das	M/S.A S CONSTRUCTION	0.9075	10
	Mr Sadanada Das	M/s. NAVYUG AWAS PRIVATE LIMITED	0.9075	10
	Mr Sadanada Das	M/S.A S CONSTRUCTION	0.9075	10
	Mr Susanta Das	M/s. NAVYUG AWAS PRIVATE LIMITED	0.9075	10
	Mr Susanta Das	M/S.A S CONSTRUCTION	0.9075	10
	Mrs Kalpana Das	M/s. NAVYUG AWAS PRIVATE LIMITED	0.9075	10
	Mrs Kalpana Das	M/S.A S CONSTRUCTION	0.9075	10
	Mrs Pratima Mondal	M/s. NAVYUG AWAS PRIVATE LIMITED	0.9075	10
	Mrs Pratima Mondal	M/S.A S CONSTRUCTION	0.9075	10

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)

**Transfer of Property from Land Lord to Developer**

No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr Prosanta Das	M/s. NAVYUG AWAS PRIVATE LIMITED	40 Sq Ft	10
	Mr Prosanta Das	M/S.A S CONSTRUCTION	40 Sq Ft	10
	Mr Sadanada Das	M/s. NAVYUG AWAS PRIVATE LIMITED	40 Sq Ft	10
	Mr Sadanada Das	M/S.A S CONSTRUCTION	40 Sq Ft	10
	Mr Susanta Das	M/s. NAVYUG AWAS PRIVATE LIMITED	40 Sq Ft	10
	Mr Susanta Das	M/S.A S CONSTRUCTION	40 Sq Ft	10
	Mrs Kalpana Das	M/s. NAVYUG AWAS PRIVATE LIMITED	40 Sq Ft	10
	Mrs Kalpana Das	M/S.A S CONSTRUCTION	40 Sq Ft	10
	Mrs Pratima Mondal	M/s. NAVYUG AWAS PRIVATE LIMITED	40 Sq Ft	10
	Mrs Pratima Mondal	M/S.A S CONSTRUCTION	40 Sq Ft	10

**D. Applicant Details**

**Details of the applicant who has submitted the requisition form**

Applicant's Name	Tarun Kanti Chakrabarti
Address	Baruipur Civil Court, Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700144
Applicant's Status	Advocate

Indetified by Mr Joynal Laskar, Son of Mr Jamsed Laskar, Kandarpapur, P.O: Garia, Thana: Sonarpur, ,  
City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, By caste Muslim,  
By Profession Business

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

Execution is admitted on 26/11/2015 by

Mrs Kalpana Das, Wife of Late Shankar Das, Dakshin Ramchandrapur, Banhooghly, P.O: Narendrapur, Thana:  
Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, By caste Hindu, By Profession House  
wife

Indetified by Mr Joynal Laskar, Son of Mr Jamsed Laskar, Kandarpapur, P.O: Garia, Thana: Sonarpur, ,  
City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, By caste Muslim,  
By Profession Business

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

Execution is admitted on 26/11/2015 by

Mr Sadanada Das, Son of Late Tulsi Charan Alias Tulsi Das, Ramchandrapur, P.O: Narendrapur, Thana:  
Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, By caste Hindu, By Profession Business  
Indetified by Mr Joynal Laskar, Son of Mr Jamsed Laskar, Kandarpapur, P.O: Garia, Thana: Sonarpur, ,  
City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, By caste Muslim,  
By Profession Business

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

Execution is admitted on 26/11/2015 by

Mr Utsav Agarwal , M/s. NAVYUG AWAS PRIVATE LIMITED, 63/3B, Sarat Bose Road, Arusaday Building, 4th  
Flo, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025  
Indetified by Mr Joynal Laskar, Son of Mr Jamsed Laskar, Kandarpapur, P.O: Garia, Thana: Sonarpur, ,  
City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, By caste Muslim,  
By Profession Business

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

Execution is admitted on 26/11/2015 by

Mr Abid Sanfui , M/S.A S CONSTRUCTION, Kamalgazi,, P.O:- Narendrapur, P.S:- Sonarpur, Rajpur-sonarpur  
District:-South 24-Parganas, West Bengal, India, PIN - 700103  
Indetified by Mr Joynal Laskar, Son of Mr Jamsed Laskar, Kandarpapur, P.O: Garia, Thana: Sonarpur, ,  
City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, By caste Muslin  
By Profession Business

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

Execution is admitted on 26/11/2015 by

Mr Sadhan Karmakar , M/S.A S CONSTRUCTION, Kamalgazi,, P.O:- Narendrapur, P.S:- Sonarpur, Rajpur-  
sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103  
Indetified by Mr Joynal Laskar, Son of Mr Jamsed Laskar, Kandarpapur, P.O: Garia, Thana: Sonarpur, ,  
City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, By caste Musl  
By Profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 21/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Draft Rs 7,000/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 10610, Purchased on 16/09/2015, Vendor named S Das.

Description of Draft

1. Rs 7,000/- is paid, by the Draft(8554) No: 706858000427, Date: 26/11/2015, Bank: STATE BANK OF INDIA (SBI), RAJPUR.



(Abhijit Bera)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. GARIA  
South 24-Parganas, West Bengal



of Registration under section 60 and Rule 69.

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ing No 162903822 for the year 2015.



Digitally signed by ABHIJIT BERA  
Date: 2015.11.27 13:08:09 +05:30  
Reason: Digital Signing of Deed.

(Abhijit Bera) 11/27/2015 1:08:08 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. GARIA  
West Bengal.

(This document is digitally signed.)