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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

V 490609



Additional District Sub-Registrar,  
Garia South 24 Parganas 08 DEC 2017

**DEVELOPEMENT AGREEMENT**

A-0-1549687/17  
08/12/17, 1-10

THIS AGREEMENT is made on this the 8<sup>th</sup> day of December, 2017 (Two Thousand Seventeen) BETWEEN (1) SRI DILIP KUMAR SHOME (PAN NO. AMAPS2783A) (2) SRI PRADIP SOM (PAN NO. AJIPS7674M) both sons of- Late Krishna Das Shome, both by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 5C, Santoshpur Avenue, Kolkata- 700075 and (3) SMT. DIPALI DATTA (PAN NO. BIOPD4924R) wife of- Asitabha Datta, daughter of- Late Krishna Das Shome, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- 364/16, N.S.C. Bose Road, Kolkata- 700047, hereinafter jointly referred to as the LANDOWNERS

1199 01/12/17  
S. K. (Adv)  
Baru, Pt. Civil Court  
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08 DEC 2017  
Additional District Sub-Registrar, Garia South 24 Parganas

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Additional District Sub-Registrar,  
Garia South 24 Parganas

08 DEC 2017

Identified by me  
Abhijit Saha  
Advocate  
High Court, Calcutta  
8/or Prabhakar Saha  
Hare Street  
Kat-800001

(which term or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, legal representatives, administrators and/or assigns) of the **ONE PART**.

**AND**

**NASKAR CONSTRUCTION**, (PAN NO. AAOFN6659C) a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 having its office at- 'KADAM RESIDENCY', Fourth Floor, Balia, Boro Battala, P.O. Garia, P.S.- Sonarpur, Kolkata- 700084 and represented by its Partners namely (1) **SRI SOURAV NASKAR** (PAN NO. EACPS3749N) and (2) **SRI SUPRATIK NASKAR** (PAN NO. BMBPN8112J) both sons of- Sri Palan Naskar, by faith Hindu, by Nationality- Indian, by occupation- Business, residing at- 'KADAM RESIDENCY', Fourth Floor, Balia, Boro Battala, P.O. Garia, P.S.- Sonarpur, Kolkata- 700084, hereinafter referred to as the **DEVELOPER**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office nominee or nominees and/or assigns) of the **OTHER PART**

**WHEREAS** the **LANDOWNERS** herein are now the owner and seized and possessed of **ALL THAT** land total measuring about 14 (fourteen) cottahs 3 (three) chittacks 15 (fifteen) sq. ft. be the same a little more or less and the said land has been more fully and particularly described in the First Schedule hereunder written.

**AND WHEREAS** Sri Binode Behari Biswas, Sri Khitish Chandra Biswas and Sri Satyaki Ranjan Biswas, all sons of- Chandi Charan Biswas while being the owner of the land measuring about 6 cottahs 6 chittacks in R.S. Dag No. 1201, Mouza- Kamrabad sold the same to Surama Mondal, wife of- Pran Gopal Mondal by virtue of a Sale Deed registered on 20.11.1985 before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 72, Pages 120 to 124, Being No. 5711, for the year 1985;

**AND WHEREAS** Sri Binode Behari Biswas, Sri Khitish Chandra Biswas and Sri Satyaki Ranjan Biswas, all sons of- Chandi Charan Biswas while being the owner of the land total measuring about 9 cottahs in R.S. Dag No. 1201 & 1206, Mouza- Kamrabad sold the same to Pran Gopal Mondal, son of- Late Jashoda Lal Mondal by virtue of a Sale Deed registered on 20.11.1985 before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 72, Pages 125 to 131, Being No. 5712, for the year 1985;

**AND WHEREAS** Krishna Das Shome (the deceased father of the Landowners herein) purchased the land total measuring about 1 cottah 3 chittacks 30 sq. ft. (out of which 15 chittacks 15 sq. ft. in R.S. Dag No. 1201 & 4 chittacks 15 sq. ft. in R.S. Dag No. 1206) from Pran Gopal Mondal by virtue of a Sale Deed registered on 02.05.1997 before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 53, Pages 185 to 189, Bearing No. 3390 of 1997;

**AND WHEREAS** Pradip Som (the Landowners No. 2 herein) purchased the land measuring about 4 cottahs 5 chittacks 8 sq. ft. in R.S. Dag No. 1201 from Suruma Mondal by virtue of a Sale Deed registered on 02.05.1997 before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 53, Pages 182 to 184, Bearing No. 3389 of 1997;

**AND WHEREAS** Dilip Shome (the Landowners No. 1 herein) purchased the land measuring about 5 cottahs 5 chittacks 37 sq. ft. in R.S. Dag No. 1201 from Suruma Mondal & Pran Gopal Mondal by virtue of a Sale Deed registered on 02.05.1997 before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 53, Pages 190 to 194, Bearing No. 3391 of 1997;

**AND WHEREAS** Suprava Som (the deceased mother of the Landowners herein) purchased the land total measuring about 3 cottahs 4 chittacks 30 sq. ft. (out of which 3 cottahs 4 chittacks 10 sq. ft. in R.S. Dag No. 1201 & 20 sq. ft. in R.S. Dag No. 1206) from Pran Gopal Mondal by virtue of a Sale Deed registered on 02.05.1997 before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 55, Pages 105 to 109, Bearing No. 3513 of 1997;

**AND WHEREAS** by virtue of the afore-stated 4 (four) Sale Deeds the Landowners No. 1 & 2 herein along with their deceased father and mother namely Krishna Das Shome and Suprava Shome became the joint owners of the land total measuring about 14 cottahs 3 chittack 15 sq. ft. in R.S. Dag No. 1201 & 1206, Mouza- Kamrabad and thereafter they mutated their names before the BL&LRO, Sonarpur and their names have been published in L.R. Record-of-Rights (Parcha);

**AND WHEREAS** after the demise of Krishna Das Shome on 16.02.2003 and that of her wife Suprava Shome on 31.10.2009 their 2 (two) sons namely Dilip Shome & Pradip Som (the Landowners No. 1 & 2 herein) along with their only sister Dipali Datta, wife of- Asitabha Datta (the Landowners No. 3 herein) became the joint owners of the said land total measuring about 14 cottahs 3 chittack 15 sq. ft. in R.S. Dag No. 1201 & 1206, Mouza- Kamrabad and presently all 3 (three) of them are enjoying the said land without any interferences from anyone;

**AND WHEREAS** the Landowners being desirous of construction of new multi-storied building on the said premises have approached the Developer herein and the Developer has agreed to develop the said First Schedule property on the following terms and conditions as stated hereinafter.

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

#### **ARTICLE - I - DEFINITION**

In this Developers Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:-

- 1.1 **LANDOWNERS** : Shall mean (1) **SRI DILIP KUMAR SHOME** (2) **SRI PRADIP SOM** both sons of- Late Krishna Das Shome, both by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 5C, Santoshpur Avenue, Kolkata- 700075 and (3) **SMT. DIPALI DATTA** wife of- Asitabha Datta, daughter of- Late Krishna Das Shome, by faith- Hindu,

by occupation- Housewife, by nationality- Indian, residing at- 364/16, N.S.C. Bose Road, Kolkata- 700047.

- 1.2 **DEVELOPER**: shall mean **NASKAR CONSTRUCTION**, a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 having its office at- 'KADAM RESIDENCY', Fourth Floor, Balia, Boro Battala, P.O. Garia, P.S.- Sonarpur, Kolkata- 700084 and represented by its Partners namely (1) **SRI SOURAV NASKAR** and (2) **SRI SUPRATIK NASKAR**, both sons of- Sri Palan Naskar, by faith Hindu, by Nationality- Indian, by occupation- Business, residing at- 'KADAM RESIDENCY', Fourth Floor, Balia, Boro Battala, P.O. Garia, P.S.- Sonarpur, Kolkata- 700084.
- 1.3 **SAID PREMISES** shall mean the land total measuring an area of about 14 (fourteen) cottahs 3 (three) chittacks 15 (fifteen) sq. ft. be the same a little more or less, morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.4 **NEW BUILDING** shall mean the new building to be constructed on the said premises with the maximum floor area Ratio (FAR) available or permissible from the Rajpur Sonarpur Municipality under the West Bengal Municipal Act & New Building Rules and Regulations and for the time being prevailing as per the plan sanctioned by the Rajpur Sonarpur Municipality Building Department.
- 1.5 **UNIT/FLATS** shall mean the constructed area and/or spaces in the building or buildings intends to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.
- 1.6 **SUPER BUILT-UP AREA** shall mean the total constructed area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for

accommodating common services to the New Building or Buildings to be constructed at the said premises.

- 1.7 **THE PLAN:** shall mean and include the plan bearing no. 187/CB/05/21 dated 06.12.2017 duly sanctioned by Rajpur Sonarpur Municipality and/ or plans, revised plans, elevations, designs, drawings and specifications of the New Building or Buildings as sanctioned by the Rajpur Sonarpur Municipality, Building Department in accordance with law.
- 1.8 **LANDOWNERS ALLOCATION** shall mean and include total 7 (seven) Flats out of which **Dilip Kumar Shome** (Landowner No. 1 herein) will get - (1) Flat No. C measuring about 985 sq. ft. super built up area on the First Floor, (2) Flat No. D measuring about 1006 sq. ft. super built up area on the First Floor & (3) Flat No. B measuring about 957 sq. ft. super built up area on the Top Floor, **Pradip Som** (Landowner No. 2 herein) will get - (4) Flat No. A measuring about 917 sq. ft. super built up area on the Top Floor, (5) Flat No. C measuring about 985 sq. ft. super built up area on the Top Floor & (6) Flat No. F measuring about 1093 sq. ft. super built up area on the Top Floor and **Dipali Datta** (Landowner No. 3 herein) will get (7) Flat No. E measuring about 852 sq. ft. super built up area on the Top Floor and 3 (three) car-parking spaces at the Ground Floor of the said to be constructed building on the said First Schedule premises as per the Building plan or plans sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises together with roof and the common facilities to be allocated to the Landowners which shall absolutely belongs to the Developer and the Landowners jointly in proportion to their sharing ratios. Apart from the afore-stated allocations the Landowners will get an amount of Rs. 22,00,000/- (Rupees Twenty Two Lakh) only from the Developer herein as returnable advance (which will be returned by the Landowners to the Developer before taking possession of their allocations). The said

Landowners allocation has been morefully and particularly described in **SECOND SCHEDULE** hereunder written. **BE IT TO BE NOTED THAT** the Developer reserves the right of not handing over the possession of Flat No. D measuring about 1006 sq. ft. super built up area on the First Floor to the Landowners (being one of the above-mentioned seven flats of the Landowners) if the Landowners fails to return the above-stated amount of Rs. 22,00,000/- to the Developer before taking possession of their allocations.

- 1.9 **DEVELOPER'S ALLOCATION**: shall mean and include the **remaining flats and car-parking spaces** of the newly constructed building to be constructed on the said First Schedule premises as per the Building plan or plans sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises together with roof and the common facilities to be allocated to the Landowners which shall absolutely belongs to the Developer and the Landowners jointly in proportion to their sharing ratios. The said Developer's allocation has been morefully and particularly described in **THIRD SCHEDULE** hereunder written.
- 1.10 **COMMON EASEMENT** shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said buildings or building in or upon such unit or on part thereof, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written.
- 1.11 **COMMON EXPENSES** shall mean the proportionate share of the costs, charges and expenses for working maintenances, upkeepment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the Rajpur Sonarpur Municipality Tax,



property tax and other statutory taxes and impositions levied in relation to or connected with the said building, buildings and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier morefully and particularly described in the **SIXTH SCHEDULE** hereunder written.

- 1.12 **TAX LIABILITIES**: The Landowners shall be liable to pay the arrear dues to Rajpur Sonarpur Municipality & will pay other amicible statutory tax liabilities inclusive of Service Tax in respect of the flats and car parking spaces under Landowners Allocation.
- 1.13 **TRANSFER**: with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a multi-storied building to purchaser thereof although the same may not amount to a transfer in law.
- 1.14 **TRANSFEEEE** - shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.
- 1.15 Words importing singular shall include plural and vice versa.
- 1.16 Words importing masculine gender shall include feminine and neuter gender and vice versa.

#### **ARTICLE - II - COMMENCEMENT**

**THIS DEVELOPERS AGREEMENT** shall be deemed to have been commenced on and with effect from the date of this execution.

#### **ARTICLE - III**

##### **LANDOWNERS RIGHTS & REPRESENTATIONS**

- 3.1 The Landowners are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the entirety of

the said premises morefully particularly described in the **FIRST SCHEDULE** hereunder written,

- 3.2 Except the Landowners and their legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said property and/or any portion thereof.
- 3.3 The Landowners are fully competent to enter into this Development Agreement.
- 3.4 The said property is free from all encumbrances, charges liens, lispendences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5 There is no Thika Tenants in the said premises.
- 3.6 There is no Mosque, debottor or burial ground on the said premises.
- 3.7 There is no excesses vacant land at the said premises with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, 1976 and subsequent Amendment thereto.

#### **ARTICLE- IV**

##### **(DEVELOPER'S RIGHT)**

- 4.1 The Landowners hereby grants subjects to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said premises and construct the New Building or Building on the said premises in accordance with the Building plan or plans already sanctioned by the Rajpur Sonarpur Municipality, Building Department.
- 4.2 All application, Building plans and others papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be sign by the

Landowners and submitted by the Developer on behalf of the Landowners at Developer's own costs and expenses for sanction of the Building plan. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Rajpur Sonarpur Municipality and other authorities shall be borne and met by the Developer **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer in connection therewith.

#### **ARTICLE -V-TITLE DEEDS**

5. Simultaneously with the delivery of possession of the said premises to the Developer the Landowners shall also deliver to the Developer all the Xerox copies of the documents of title in their possession relating to the said premises which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the Landowners and the Landowners shall produce the original copies of the same before the appropriate authorities as and when required by the Developer and/or its nominee or nominees being the purchaser of the several residential flats/constructed spaces forming part of the Developers Allocation and also for sanctioning plan from the Rajpur Sonarpur Municipality and for smooth running of the construction work of the proposed building.

#### **ARTICLE -VI-CONSIDERATION**

- 6.1 In consideration of the Landowners allowing the Developer to commercially exploit the said premises, the Developer shall allocate the Landowners allocation as stated earlier in Article-I, Para 1.8 of this instant Agreement and, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

**ARTICLE -VII-PROCEDURE**

- 7.1 The Landowners will execute a registered General Power of Attorney in favour of the Developer for the purpose of obtaining necessary permission and/sanction from different authorities in connection with the development of the said First Schedule premises and also for pursuing up the matter with the Rajpur Sonarpur Municipality and other statutory authorities.

**ARTICLE -VIII - SPACE ALLOCATION**

- 8.1 Upon finalisation of the Building Plan for construction of the New building or buildings at the said premises, the Landowners and Developer will choose flats, to comprise in the Landowners allocation as stated hereinabove which shall be as per the **SECOND SCHEDULE** hereunder written and the balance of the constructed area shall belong to the share of the Developer in consideration of its having constructed the said new Building or Buildings at the said premises at his own costs and expenses.
- 8.2 The Developer shall on completion of the New Building or Buildings, put the Landowners in undisputed possession of the Land Owner's allocation together with all rights in common in the portions and common amenities and facilities along with all easement and quasi easements rights within 42 (forty two) months from date of execution of this Agreement.
- 8.3 Subject as aforesaid, the common portion of the said New Building or Buildings and the open spaces including the roof shall jointly belong to the Developer and the Landowners in proportion to their sharing ratios.
- 8.4 The Land Owner's shall be entitled to an exclusive right to transfer or otherwise deal with their allocations in the new Building or buildings at their own choice.

- 8.5 The Developer shall subject to the provisions herein contained be exclusively entitled to the Developer's Allocation in the New Building or buildings with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the owner's and the owner's shall not in any way interference with or disturb the quiet and peaceful possession of the Developer's Allocation subject to the delivery of the peaceful possession of the Landowners Allocation to the Landowners.
- 8.6 Similarly the Landowners shall be entitled to transfer or otherwise deal with or dispose of the Landowners allocation without any interference from the Developer.

#### **ARTICLE IX - BUILDING**

- 9.1 The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said premises in accordance with the Building Plan with good and standard quality materials as may be specified by the Architects from time to time. However, the Developer shall be obliged at its own costs, to construct, erect and complete the portion of the Land Owner's allocation in the New Building or Buildings at the said premises with good and standard materials as specified in the **FOURTH SCHEDULE** hereunder written.
- 9.2 The Landowners and their authorised persons shall be entitled to inspect the work of construction of their allocation during the construction of the said proposed. New Building or Buildings of the said premises.
- 9.3 The quality of the materials to be used by the Developer in construction of the New Building or buildings shall be certified by

the Architect from time to time and unless the same is certified the Developer would not use the said materials.

- 9.4 Subject as aforesaid the decision of the Developer regarding the quality of the materials and the specification as stated in the **FOURTH SCHEDULE** hereunder shall be final and binding upon the parties hereto.
- 9.5 The Developer shall at its own costs and expenses and without creating any financial or other liability on the Landowners construct and complete the said New Building or Buildings and various units and/or apartments commercial spaces therein in accordance with the sanctioned plan or any amendment thereto or modification thereof made or cause to be made by the Developer **PROVIDED HOWEVER** no alteration modification or deviation shall be made in the proposed construction without the consent of the Landowners in writing.
- 9.6 All costs, charges and expenses, including Architect's fees or any damage, loss caused owing to negligence carelessness and/or any other reason during the construction or erection of the new building or buildings at the said premises shall be discharge by the Developer and the Landowners shall bear no responsibility in this context.

#### **ARTICLE -X COMMON FACILITIES**

- 10.1 The Developer shall pay and bear all the dues of municipal taxes, water taxes in respect of the said premises from the date of handover of possession of land for development till the date of delivery of possession of the Landowners Allocation as stated herein in the new building or buildings and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.

- 10.2 As soon as the new building or buildings is/are completed the Developer shall give notice to the Landowners requiring the Landowners to take possession of their Allocations in the building or buildings and if there be no dispute regarding the completion of the building in terms of this Agreement and according to the specifications as stated in **FOURTH SCHEDULE** hereunder and as per the sanction plan and the certificate of the Architect being produced to that effect, then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Landowners shall be exclusively responsible for payment of all municipal taxes from the date of delivery of possession of the said Landowners allocation, payable in respect of the said Landowners allocation by the Landowners.
- 10.3 As and from the date of service of notice of possession of the Landowners allocation in the New building, the Landowners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate maintenance charges in respect of the new building or buildings as fixed by the Flat owners Association in respect of the Landowners allocation, the said charges to include proportionate share of water, fire and scavenging charges and taxes, light, sanitation, operation, renovation, replacement, repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings, and of all common wiring, pipes, electrical and mechanical equipments, switch gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, gardens, pathways and other common facilities whatsoever

as may be mutually agreed upon from time to time morefully particularly described in **SIXTH SCHEDULE** hereunder written.

- 10.4 The Landowners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said premises for this purpose the Landowners keeps the Developer saved, harmless and indemnified.
- 10.5 The Developer shall build a new building or buildings together with all common portions and common amenities and facilities which are more fully described in the **SEVENTH SCHEDULE** hereunder written. The Developer shall upon completion of the new building or buildings put the owner in undisputed possession of the Landowners useable Allocation together with all rights in common facilities as stated herein.

#### **ARTICLE XI - COMMON RESTRICTIONS**

- 11.1 The Landowners Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefits of all occupiers of the new building or buildings.
- 11.2 The Landowners shall not use or permit to use the Landowners allocation/Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.
- 11.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion



thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.

- 11.4 The parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye laws, Rules and Regulations.
- 11.5 The respective allotter shall keeps the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.
- 11.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and voidable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 11.7 No goods or other items/materials shall be kept by the Landowners or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the Executor, as the case may be shall entitled to remove the same at the risk and cost of the other.
- 11.8 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about

the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings. "

- 11.9 The Landowners shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Landowners allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

**ARTICLE XII - OBLIGATIONS OF THE LANDOWNERS**

- 12.1 The Landowners hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowners shall have the right to supervise the construction of the new building or buildings at the said premises personally.
- 12.2 The Landowners hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings or at the said premises subject to the delivery of the undisputed possession of the Landowners allocation to the Landowners by the Developer's within specific period.
- 12.3 The Landowners hereby agrees and covenants with the Developer to pay municipal rates, taxes on and from the date of delivery of the possession of the Landowners allocation to the Landowners by the Developer.

- 12.4 The Landowners shall cause to be joined such person or persons as Vendor as may be required by the Developer in the Agreements and/or Sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.
- 12.5 The Landowners shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuating the sale and/or transfer envisaged hereunder.
- 12.6 Upon the Developer's constructing and delivering possession to the Landowners of the Landowners allocation, the Landowners shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.
- 12.7 The Landowners will bear the proportionate cost (i.e. in respect of their allocated Flats) for installations of transformer, common electric meter, individual electric meter etc.

#### **ARTICLE XIII- OBLIGATIONS OF THE DEVELOPER**

- 13.1 The Developer hereby agrees and covenants with the Landowners to complete the construction delivery of the possession of the Landowners allocation to the Landowners of the new building or buildings at the said First Schedule premises in terms of the sanction plan within a period of 42 (forty two) months from the execution of this Agreement. **Time is the essence of this contract.**
- 13.2 The Developer hereby agrees and covenants with the Landowners not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said premises.

- 13.3 The Developer hereby agrees and covenants with the Landowners not to do any act deed or thing whereby the Landowners is prevented from enjoying selling, assigning and/or disposing of any of the owner's allocation in the new building or buildings at the said premises.
- 13.4 The Developer hereby agrees and covenants with the Landowners that Developer shall bear and pay the all municipal corporation and statutory rates, taxes and other dues and outgoing in respect of the said premises without any objection.
- 13.5 The Developer hereby agrees and covenants with the Landowners not to transfer and/or assign the benefits of this agreement or any portion thereof to any third party.
- 13.6 Developer shall take all protection during construction as regards the safety and security of the labourers, masons and in case of any accident all liabilities shall rest on the shoulder of the Developer only and the owners shall not be held liable in any manner whatsoever.
- 13.7 It would also be the Developer's obligation to meet all sorts of local levy or subscription, demand of so called syndicate, club and political party out of its allocation. Landowners shall not have any obligation in that regard.

#### **ARTICLE XIV. LAND OWNER'S INDEMNITY**

- 14.1 The Landowners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/or its part to be observed and performed.
- 14.2 The Landowners hereby undertake to keep the Developer indemnified against all third party claims and action against the

said premises in respect of the Landowners allocation at the said premises, on and from the date of delivery of the possession of the Landowners allocation to the Landowners by the Developer.

**ARTICLE XV-DEVELOPERS INDEMNITY**

- 15.1 The Developer hereby undertakes to keep the Landowners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to or arising out of the construction of the said building or buildings at the said premises.
- 15.2 The Developer hereby undertakes to keep the Landowners indemnified against all actions suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or for any defect thereon and/or for dealing with the Developer's allocation as well as the owner share.

**ARTICLE XVI-MISCELLANEOUS**

- 16.1 It is understood that from time to time facilitate the construction of the new building or buildings at the said premises 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 Landowners and various applications and other documents may be required to be signed or made by the Landowners relating to which specific provisions may not have been mentioned herein, and the Landowners hereby undertakes to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Landowners shall execute to sign all such additional applications and other documents as the case may

be provided that all such acts deeds matters and things do not in any way infringe on the right of the owners and/or go against the spirit of this Agreement.

- 16.2 The Developer shall frame scheme for the management and administration of the said building or buildings at the said premises and/or common parts thereof. The Landowners and the co-Landowners/flat-owner hereby agree to abide by all the Rules and Regulations of such Management/Association/Holding organization and hereby give his consent to abide by the same.
- 16.3 As and from the date of completion of the new building or buildings, the Developer and/or its transferees and the Landowners and/or his transferees shall each be liable to pay and bear proportionate charges on account of Wealth Tax, Municipal Tax, Service Tax and other taxes payable in respect of their respective allocation.
- 16.4 The entire roof/terrace of the building shall belong to the Landowners and the Developer in their area sharing proportions if by virtue of any change in, the Rajpur Sonarpur Municipality allows any further construction to be made on the said terrace, such construction shall be made by the Developer at its own costs and expenses and the Landowners will not claim any extra area for such sanction.
- 16.5 The Developer shall not part with possession of any portion of the Developer's Allocation to any of its transferees until and unless the Developer shall make over possession of the owner's Allocation and comply with all other obligations of the Developer to the Landowners.
- 16.6 That the new building or buildings to be constructed on the said premises shall be known as " " or such name as may be mutually decided.

**ARTICLE XVII- FORCE MAJURE**

The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majeure clause. "Force-Majeure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, strikes (including by contractor /construction agencies), lock out, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or clouds relating to or concerning the owner right, title, interest of the said First Schedule land including the statutory department such as BLLRO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.

**ARTICLE XVIII- JURISDICTION**

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land total measuring about **14 (fourteen) cottahs 3 (three) chittacks 15 (fifteen) sq. ft.** out of which 13 cottahs 14 chittacks 25 sq. ft. of land in R.S. Dag No. 1201 & 4 chittacks 35 sq. ft. of land in R.S. Dag No. 1206 corresponding to L.R. Dag No. 1200 & 1205, R.S. Khatian No. 1339, L.R. Khatian No. 1670, 4280, 2953, 8680, all under Mouza- Kamrabad, J.L. No.- 41,  **Holding No. 1219, Sreekhanda Paschimpara**, Police Station – Sonarpur & A.D.S.R.- Garia, under Ward No. 5 of Rajpur Sonarpur Municipality,

District- 24 Parganas (South), and the entire land is butted and bounded as follows :-

- ON THE NORTH** : By residential building;  
**ON THE SOUTH** : By Municipal road;  
**ON THE EAST** : By brick built building;  
**ON THE WEST** : By brick built building;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(LANDOWNERS ALLOCATION)**

**ALL THAT** the 7 (seven) Flats out of which **Dilip Kumar Shome** (Landowner No. 1 herein) will get - (1) Flat No. C measuring about 985 sq. ft. super built up area on the First Floor, (2) Flat No. D measuring about 1006 sq. ft. super built up area on the First Floor & (3) Flat No. B measuring about 957 sq. ft. super built up area on the Top Floor, **Pradip Som** (Landowner No. 2 herein) will get - (4) Flat No. A measuring about 917 sq. ft. super built up area on the Top Floor, (5) Flat No. C measuring about 985 sq. ft. super built up area on the Top Floor & (6) Flat No. F measuring about 1093 sq. ft. super built up area on the Top Floor and **Dipali Datta** (Landowner No. 3 herein) will get (7) Flat No. E measuring about 852 sq. ft. super built up area on the Top Floor and 3 (three) **car-parking spaces** at the Ground Floor of the said to be constructed building on the said First Schedule premises as per the Building plan or plans sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises together with roof and the common facilities to be allocated to the Landowners which shall absolutely belongs to the Developer and the Landowners jointly in proportion to their sharing ratios. Apart from the afore-stated allocations the Landowners will get an amount of Rs. 22,00,000/- (Rupees Twenty Two Lakh) only from the Developer herein as returnable advance (which will be returned by the Landowners to the Developer before taking possession of their allocations). **BE IT TO BE NOTED THAT** the Developer reserves the right of not handing over the



possession of Flat No. D measuring about 1006 sq. ft. super built up area on the First Floor to the Landowners (being one of the above-mentioned seven flats of the Landowners) if the Landowners fails to return the above-stated amount of Rs. 22,00,000/- to the Developer before taking possession of their allocations..

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(DEVELOPER'S ALLOCATION)**

**ALL THAT** the shall mean and include the **remaining flats and car-parking spaces** of the newly constructed building to be constructed on the said First Schedule premises as per the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises together with roof and the common facilities to be allocated to the Landowners which shall absolutely belongs to the Developer and the Landowners jointly in proportion to their sharing ratios.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(SPECIFICATIONS OF CONSTRUCTION)**

1. **Foundation & Structures**
  - a. RCC framed structure on concrete piles (if required) all the materials are to be best of quality and the steel should be of ISI brand.
2. **Walls-**
  - a. Plaster of Paris in the interiors of the walls and ceilings.
  - b. Attractive external finish with colour.
3. **Doors-** Main door should be of decorative polished veneered flush door.
  - a. Aluminum sliding windows with large glass panes.
  - b. Door frames of Sal wood.
  - c. Solid core commercial hot pressed phenol bonded Flush doors.
4. **Flooring:-**

Flooring - Vitrified tiles or marble. drawing dinning tiles size should be 2' x 2' sqre. or slab.

**5. Kitchen-** Floor should be non-slippery ceramic tiles.

- a. Coloured designed ceramic tiles up to height of 30 inch from cooking counter.
- b. Kitchen working table counter top with granite to be used.
- c. Provision for exhaust fan.

**6. Bathrooms:-**

- a. Coloured/designed ceramic tiles up to height of upper level of window (minimum 6")
- b. Concealed plumbing system using standard make pipes and fittings of ISI mark.
- c. White sanitary ware of ISI Mark with C.P. fittings, Bathroom sanitary ware from good Company and use taps and shower fitting should from good brand.
- d. Provision for exhaust fan.

**7. Electrical:-**

- a. PVC conduit pipes with copper wiring
- b. 15 & 5 Amp. Points one each in living room, bedrooms, bathrooms and kitchen, T.V. connection should be in all bed room and dining rooms.
- c. M.C.B. & Isolators make of reputed Co. to be installed in all Flats, floors of Blocks.

**8. Others:-**

- a. Electrical Calling Bell point at entrance of residential flats.
- b. Concealed Telephone point in living room.
- c. T. V. point in living room & all the Bed rooms.
- d. Common lighting, street lighting to be of electrical.

**11. Special Features**

- a. Common Staff toilet in ground floor.

- b. Deep tube-well and overhead tank will be provided.
- c. Roof treatment for water proofing on the Roof.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EASEMENT)**

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

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. The expenses for maintenance, operating white washing painting, repairing, changing or replacing or shifting, redecorating and

cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings deep tubewell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.

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

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(COMMON AREAS AND AMENITIES, FACILITIES)**

1. Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.
2. Staircase on all the floors.
3. Staircase Landings and lift landings on all floors.
4. Common passage and lobby on the ground floor excepting for parking space area if any.
5. Water pump water tank water pipes and other common plumbing installations.
6. Electrical substation, electrical, wiring meter room generator room (if any) and fittings.
7. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s)
8. Drainage, sewers and pipes from the building to the Rajpur Sonarpur Municipality drainage.
9. Pump room.
10. Boundary walls and main gates.
11. Ventilation duct.
12. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are

necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

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

**SIGNED, SEALED & DELIVERED** by

the **Parties** at Calcutta in presence of:-

1. *Arjitabha Datta*  
364/16 N.S.C. Bose Road  
Kolkata - 700047

*Dilip Kumar Shome*  
*Prady <sup>Sharma</sup>*  
*Dipal Datta*

2. *Abhyjit Saha*  
*Advocate*  
*High Court, Calcutta*

\_\_\_\_\_  
**SIGNATURE OF THE LAND OWNERS**

**NASKAR CONSTRUCTION**  
Sourav Naskar.  
Supratik Naskar  
PARTNERS

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**

**MEMO OF RECEIPT**

RECEIVED Rs. 22,00,000/- (Rupees Twenty Two Lakh) only from the within named Developer as returnable advance in the following manner :-

Cheque No.	Bank	Date	Amount
965364	UCO Bank	10.11.2016	Rs. 1,50,000/-
965365	UCO Bank	10.11.2016	Rs. 1,50,000/-
965366	UCO Bank	10.11.2016	Rs. 1,00,000/-
036128	Allahabad Bank	21.12.2016	Rs. 50,000/-
036129	Allahabad Bank	21.12.2016	Rs. 50,000/-
	By Cash on different dates		Rs. 17,00,000/-
		<b>Total:-</b>	<b>Rs. 22,00,000/-</b>

**WITNESSES:-**1. *Amitabha Datta**Dilip Kumar Shome*2. *Abhishek Shome**Pradip Shome  
Dipali Datta*-----  
**SIGNATURE OF THE LANDOWNERS**

Drafted by me:-

*Dibakar Bhattacharjee*  
**Dibakar Bhattacharjee**  
Advocate

High Court, Calcutta.

WB. 359/2001.

आयकर विभाग  
INCOME TAX DEPARTMENT

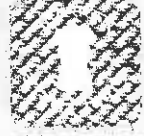


भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

BMBPN8112J



नाम / Name  
SUPRATIK NASKAR

पिता का नाम / Father's Name  
PALAN NASKAR

जन्म की तारीख / Date of Birth  
08/05/1993

Supratik Naskar  
हस्ताक्षर / Signature



01112017

Supratik Naskar

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SOURAV NASKAR

PALAN NASKAR

21/12/1990

Permanent Account Number

EACPS0749N

Sourav Naskar

Signature



0012

Sourav Naskar.



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER



AMAPS2783A



नाम / NAME

DILIP KUMAR SHOME

पिता का नाम / FATHER'S NAME

KRISHNA DAS SHOME

जन्म तिथि / DATE OF BIRTH

10-09-1956

हस्ताक्षर / SIGNATURE

Dilip Kumar Shome

आयकर अधिकारी, ए.ए.ए.ए.ए.

COMMISSIONER OF INCOME-TAX, W.B.

Dilip Kumar Shome

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

DIPALI DATTA  
KRISHNADAS SOM  
01/01/1954

Permanent Account Number  
BIOPD4924R

Dipali Datta  
Signature



Dipali Datta



*Pradip Som*

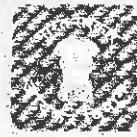
आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

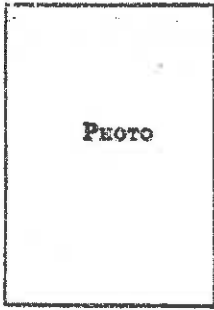


AAOFN6659C

नाम / Name  
NASKAR CONSTRUCTION

निगमन/गठन की तारीख  
Date of Incorporation/Formation  
04/11/2016

01112017



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<b>RIGHT HAND</b>					



*Dilip Kumar Shome*

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<b>LEFT HAND</b>					
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<b>RIGHT HAND</b>					



*Pradyip Saha*

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<b>LEFT HAND</b>					
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<b>RIGHT HAND</b>					



*Dipali Datta*

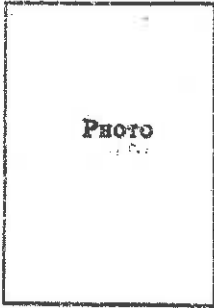
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<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*[Handwritten signature]*

Additional District Sub-Registrar,  
Garia South 24 Parganas

06 DEC 2017



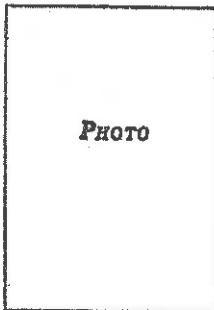
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RIGHT HAND					



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RIGHT HAND					



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### Major Information of the Deed

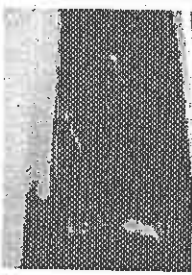
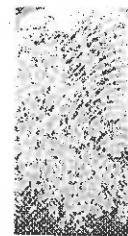
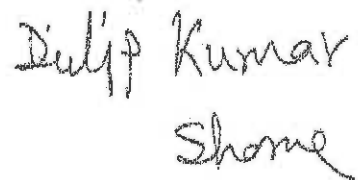
Deed No :	I-1629-04754/2017	Date of Registration	08/12/2017
Query No / Year	1629-0001549687/2017	Office where deed is registered	
Query Date	11/11/2017 7:11:58 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Dibakar Bhattacharjee High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831072514, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 22,00,000/-]		
Set Forth value	Market Value		
Rs. 6,00,000/-	Rs. 64,47,031/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10,051/- (Article:48(g))	Rs. 22,007/- (Article:E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

#### Land Details :




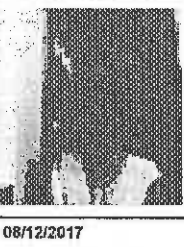

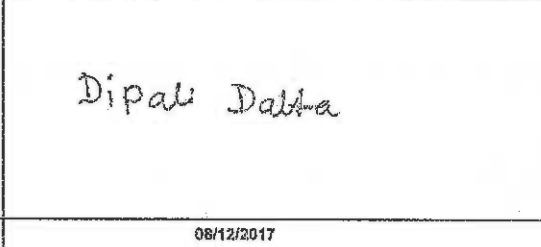
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kamrabad, Holding No:700152

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1200	LR-1670	Bastu	Bastu	13 Katha 14 Chatak 25 Sq Ft	5,00,000/-	63,11,536/-	Width of Approach Road: 24 Ft.,
L2	LR-1205	LR-4280	Bastu	Bastu	4 Chatak 35 Sq Ft	1,00,000/-	1,35,495/-	Width of Approach Road: 24 Ft.,
		<b>TOTAL :</b>			<b>23.4438Dec</b>	<b>6,00,000 /-</b>	<b>64,47,031 /-</b>	
	<b>Grand Total :</b>				<b>23.4438Dec</b>	<b>6,00,000 /-</b>	<b>64,47,031 /-</b>	

#### Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	<b>Mr Dilip Kumar Shome (Presentant)</b> Son of Late Krishna Das Shome Executed by: Self, Date of Execution: 08/12/2017 , Admitted by: Self, Date of Admission: 08/12/2017 ,Place : Office	 <small>08/12/2017</small>	 <small>LTI 08/12/2017</small>	 <small>08/12/2017</small>
5C, Santoshpur Avenue, P.O:- Santoshpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMAPS2783A, Status :Individual, Executed by: Self, Date of Execution: 08/12/2017 , Admitted by: Self, Date of Admission: 08/12/2017 ,Place : Office				



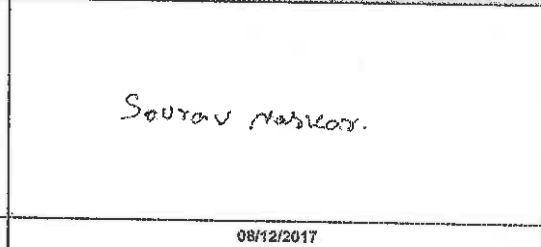


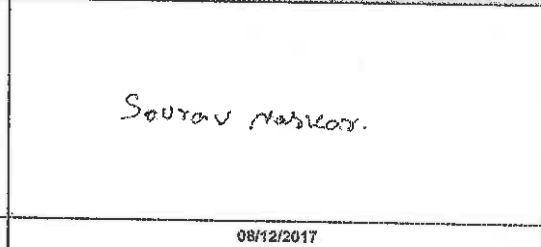


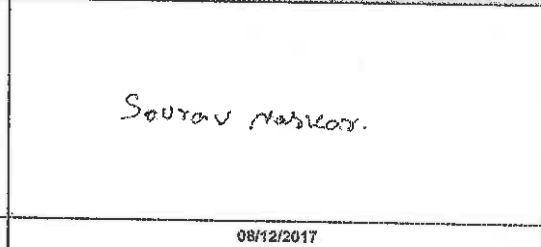




2	Name	Photo	Fingerprint	Signature
	<b>Mr Pradip Som</b> Son of Late Krishna Das Shome Executed by: Self, Date of Execution: 08/12/2017 , Admitted by: Self, Date of Admission: 08/12/2017 ,Place : Office			
	08/12/2017	LTI 08/12/2017	08/12/2017	
5C, Santoshpur Avenue, P.O:- Santoshpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJIPS7674M, Status :Individual, Executed by: Self, Date of Execution: 08/12/2017 , Admitted by: Self, Date of Admission: 08/12/2017 ,Place : Office				
3	Name	Photo	Fingerprint	Signature
	<b>Mrs Dipali Datta</b> Wife of Mr Asitabha Datta Executed by: Self, Date of Execution: 08/12/2017 , Admitted by: Self, Date of Admission: 08/12/2017 ,Place : Office			
	08/12/2017	LTI 08/12/2017	08/12/2017	
364/16, N.S.C. Bose Road, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BIOPD4924R, Status :Individual, Executed by: Self, Date of Execution: 08/12/2017 , Admitted by: Self, Date of Admission: 08/12/2017 ,Place : Office				

**Developer Details :**


Sl No	Name,Address,Photo,Finger print and Signature
1	<b>NASKAR CONSTRUCTION</b> KADAM RESIDENCY, 4th Floor, Balia, Boro Battala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.:: AAOFN6659C, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Sourav Naskar</b>            Son of Mr Palan Naskar            Date of Execution - 08/12/2017, , Admitted by: Self, Date of Admission: 08/12/2017, Place of Admission of Execution: Office         </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Dec 8 2017 2:30PM</td> <td>LTI 08/12/2017</td> <td>08/12/2017</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr Sourav Naskar</b> Son of Mr Palan Naskar Date of Execution - 08/12/2017, , Admitted by: Self, Date of Admission: 08/12/2017, Place of Admission of Execution: Office				Dec 8 2017 2:30PM	LTI 08/12/2017	08/12/2017
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KADAM RESIDENCY, 4th Floor, Balia, Boro Battala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: EACPS3749N Status : Representative, Representative of : NASKAR CONSTRUCTION (as Partner)												

2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	Mr Supratik Naskar Son of Mr Palan Naskar Date of Execution - 08/12/2017, , Admitted by: Self, Date of Admission: 08/12/2017, Place of Admission of Execution: Office			Supratik Naskar
		Dec 8 2017 2:30PM	LTI 08/12/2017	08/12/2017
KADAM RESIDENCY, 4th Floor, Balia, Boro Battala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BMBPN8112J Status : Representative, Representative of : NASKAR CONSTRUCTION (as Partner)				

#### Identifier Details :

<b>Name &amp; address</b>	
Mr Abhijit Sinha Son of Mr Prabir Sinha Dhalua, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr Dilip Kumar Shome, Mr Pradip Som, Mrs Dipali Datta, Mr Sourav Naskar, Mr Supratik Naskar	
	08/12/2017

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Dilip Kumar Shome	NASKAR CONSTRUCTION-7.65035 Dec
2	Mr Pradip Som	NASKAR CONSTRUCTION-7.65035 Dec
3	Mrs Dipali Datta	NASKAR CONSTRUCTION-7.65035 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Dilip Kumar Shome	NASKAR CONSTRUCTION-0.164236 Dec
2	Mr Pradip Som	NASKAR CONSTRUCTION-0.164236 Dec
3	Mrs Dipali Datta	NASKAR CONSTRUCTION-0.164236 Dec

#### Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kamrabad, Holding No:700152

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 1200(Corresponding RS Plot No:- 1201), LR Khatian No:- 1670	Owner: কৃষ্ণদাস সোম, Gurdian: সারদা চরন, Address: লিঙ্গ, Classification: শালি, Area: 0.02000000 Acre,

L2	LR Plot No:- 1205(Corresponding RS Plot No:- 1206), LR Khatian No:- 4280	
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**Endorsement For Deed Number : I - 162904754 / 2017**

**On 08-12-2017**

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

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

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

Presented for registration at 13:10 hrs on 08-12-2017, at the Office of the A.D.S.R. GARIA by Mr Dilip Kumar Shome , one of the Executants.

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 64,47,031/-

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

Execution is admitted on 08/12/2017 by 1. Mr Dilip Kumar Shome, Son of Late Krishna Das Shome, 5C, Santoshpur Avenue, P.O: Santoshpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business, 2. Mr Pradip Som, Son of Late Krishna Das Shome, 5C, Santoshpur Avenue, P.O: Santoshpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business, 3. Mrs Dipali Datta, Wife of Mr Asitabha Datta, 364/16, N.S.C. Bose Road, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife  
Indetified by Mr Abhijit Sinha, , , Son of Mr Prabir Sinha, Dhalua, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Advocate

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

Execution is admitted on 08-12-2017 by Mr Sourav Naskar, Partner, NASKAR CONSTRUCTION (Partnership Firm), KADAM RESIDENCY, 4th Floor, Balia, Boro Battala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Abhijit Sinha, , , Son of Mr Prabir Sinha, Dhalua, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Advocate

Execution is admitted on 08-12-2017 by Mr Supratik Naskar, Partner, NASKAR CONSTRUCTION (Partnership Firm), KADAM RESIDENCY, 4th Floor, Balia, Boro Battala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Abhijit Sinha, , , Son of Mr Prabir Sinha, Dhalua, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 22,007/- ( B = Rs 22,000/- ,E = Rs 7/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 22,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/11/2017 12:00AM with Govt. Ref. No: 192017180108835022 on 11-11-2017, Amount Rs: 22,007/-, Bank: UCO Bank ( UCBA0000190), Ref. No. 131120170129227 on 13-11-2017, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,001/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 10,001/-

**Description of Stamp**

1. *Stamp: Type: Impressed, Serial no 1194, Amount: Rs.50/-, Date of Purchase: 01/12/2017, Vendor name: Sabyasachi Deb*

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/11/2017 12:00AM with Govt. Ref. No: 192017180108835022 on 11-11-2017, Amount Rs: 10,001/-, Bank: UCO Bank ( UCBA0000190), Ref. No. 131120170129227 on 13-11-2017, Head of Account 0030-02-103-003-02



**Abhijit Bera**

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**OFFICE OF THE A.D.S.R. GARIA**

**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2017, Page from 133804 to 133847

being No 162904754 for the year 2017.



*3/12*

Digitally signed by ABHIJIT BERA  
Date: 2017.12.26 15:52:08 +05:30  
Reason: Digital Signing of Deed.

(Abhijit Bera) 26-Dec-17 3:50:23 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. GARIA  
West Bengal.

(This document is digitally signed.)