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भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL Z 365813

1901/0173474/19
01/08/19

-1 AUG 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT made on this 01st day of August, 2019, **BETWEEN** (1) **MRS. KIRAN SINGH (PAN BOPPS2076N)** (Mobile No. 9007867555) wife of Mr. Shambuu Saran Singh, By faith:- Hindu, By Occupation:- House Wife, By Nationality:- Indian, **MR. SHAMBHU SARAN SINGH, (PAN – ALGPS2416M),** (Mobile No. 9830089560), son of Late Ramayan Singh, By faith:- Hindu, By Occupation:- Business, By Nationality:- Indian, both residing at 22B, Baishnabghata Bye lane, Kolkata:- 700 047, Police Station:- Netaji Nagar formerly Patuli, Post Office:- Naktala, hereinafter referred to as the **OWNER** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/s TIRUPATI ENTERPRISE a sole proprietor firm having **PAN – ALGPS2416M,** having its registered office at 22B, Baishnabghata Bye Lane, Kolkata:- 700 047, Police Station:- Netaji Nagar formerly Patuli, Post Office:- Naktala, represented by its sole proprietor **MR. SHAMBHU SARAN SINGH, (PAN – ALGPS2416M),** (Mobile No. 9830089560), son of Late Ramayan Singh, By faith:- Hindu, By Occupation:- Business, By Nationality:- Indian, residing at 22B, Baishnabghata Bye lane, Kolkata:- 700 047, Police Station:- Netaji Nagar formerly Patuli, Post Office:- Naktala, hereinafter called and referred to as the **"DEVELOPER/BUILDER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**

WHEREAS

1. By virtue of the devolution of title more fully and particularly described in the **Second Schedule** hereunder written the Owners herein is seized and possessed of **ALL THAT** the piece and parcel of land with a One storied having 20 years old tiles shed house and other structures erected thereon admeasuring an area of 621 sqft upon the land admeasuring an area of 7 **Cottahs 7 Chittaks and 10 Square Feet** equivalent to **5365 sq. ft.** be the same a little more or less lying Situate at **Mouza: Baishnabghata, J. L. No. 28, Touzi No. 151 and 56 R. S. Khatian No. 277 R. S. Dag Nos. 672 and 673** situated at presently known and numbered as premises No. **347/1, Kendua Main Road**, Post Office:- Garia, Police Station:- Patuli, Kolkata:- 700 084, District – South 24 Parganas, West Bengal, India within Kolkata Municipal Corporation Ward No. 110, Borough No. XI, Assessee No. 31-110-08-0591-5, more fully and particularly described in the **First Schedule** hereunder written and hereinafter referred to as 'the **Subject Property**', free from all kinds of encumbrances, attachments, charges, any other claims and demands acquisitions, requisitions trusts whatsoever. The devolution of the Title is described in the Second Schedule hereunder written.

AND WHEREAS view of various difficulties in protecting and preserving the said Property, the Owners have decided to develop the Said Property by a reputed developer.

AND WHEREAS the Developer being experienced and having required expertise and capacity to develop properties of qualitative standard approached the Owners with the proposal to develop the Subject Property and against such proposal the Owners and Developer held negotiations and finally agreed upon the mutual terms and conditions for the development of the Subject Property.

AND WHEREAS the Owners and the Developer herein are desirous of recording the terms and conditions for development of the Subject Property in this agreement.

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

Unless in these presents it is repugnant to the subject or context:-

DEFINITION

1. **ARCHITECT** shall mean such person or persons, appointed by the Developer in conformity with the applicable statutory provisions, rules and for designing and planning of the building also includes supervision during construction of the building if so appointed by the Developer.

2. **BUILDING** shall mean a G+3 Storied building intended to be constructed spaces on the subject property comprising of residential units only in accordance with and subject to the building plan sanctioned by the Kolkata Municipal Corporation.

3. **BUILDING PLAN** shall mean the plan or plans which shall be sanctioned by the Kolkata Municipal Corporation in the name of the Owner and shall include any alteration, modification, and revision in accordance with the building rules of the Kolkata Municipal Corporation, as may be required or desired by the Developer in consultation with the Owners and approved/sanctioned by the municipality.

4. **COMMON FACILITIES AND AREAS** shall include all passageways, stairways, corridors, lobbies, lift, lift pit, lift machine room, beautified spaces, common utility areas either open or covered, shafts, gates, rainwater pipes, sewerage and drainage pipe lines, underground sewer fittings, fixtures, manhole, pits, gullies, roof terrace, water connection and pipe lines, overhead and underground reservoirs pipe lines, motor pumps, pump house,

electrical connections, electrical lines, cables, electrical panels, electrical lights with fittings, fixture, and poles in common areas and parts if any and electricity mains and panel room, caretaker/guard rooms, and open areas (limited) and fittings/panels and cables, intercommunication systems and accessories; and fences and boundary wall courtyard, entire exterior walls, boundary walls, garbage vat and other facilities whatsoever required for the establishment of location enjoyment provision maintenance and management of the affairs of the said building in the Developed Area .

5. **CONSTRUCTED SPACE** shall mean and/or deemed to mean the entire/ total covered space permitted to be constructed on the Said Property more fully and particularly described in the Third Schedule hereunder written in terms of a Building Plan and shall include all additions and extensions thereto. It is expected that the Kolkata Municipal Corporation will sanction a building plan for construction of G+3 storied building upon the Subject Property.

6. **DEMOLITION**: The Developer shall be responsible for demolition of the existing old building and structures on the Subject Property and shall be entitled to the building materials /debris and/ or the sale proceeds thereof, arising out of such demolition

7. **DEVELOPER'S ALLOCATION** shall mean

The entire constructed space except Owners' Allocation. The aforesaid allocations in the New Building to be constructed on the Said Property shall be collectively referred to as **'Developer's Allocation'**. It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions and (2) the land contained in the Said Premises.

It is also agreed and accepted that any deviation from the area distributed amongst them will be supplemented by the prevailing market rate which will be clearly described in the supplementary agreement of the respective Allocations within 15 days from the date of sanctioned building plan.

8. **DEVELOPED AREA** shall mean the area in the Subject Property developed by constructing a G+3 storied building comprising of units together with common areas and facilities with its proportionate share in the land in the Said Property subject to the building plan that is sanctioned by the Kolkata Municipal Corporation.

9. **OWNERS' ALLOCATION** shall mean:-

All that the one-self-contained flat being Flat No. **1E, on the 1st Floor** of the **South East** corner of the building admeasuring **built up area of 548 sq. ft. (50.82 sqm)** a little more or less along with one Covered Car Parking Space on the ground floor of the new building.

10. **PROPORTIONATE SHARE IN LAND** means undivided proportionate share in the right title and interest in respect of the land underneath the building or buildings in which a particular unit or units are located and other land areas lying and/or situate in the Developed Area either covered or open which are meant for common use by the occupants of the respective building or buildings as attributable to each unit or units.

11. **SUBJECT PROPERTY** shall mean **ALL THAT** the piece and parcel of land with a One storied having 20 years old tiles shed house and other structures erected thereon admeasuring an area of 621 sqft upon the land admeasuring an area of **7 Cottahs 7 Chittaks and 10 Square Feet** equivalent to **5365 sq. ft.** be the same a little more or less lying Situate at **Mouza: Baishnabghata, J. L. No. 28, Touzi No. 151 and 56 R. S. Khatian No. 277 R. S. Dag Nos. 672 and 673** situated at presently known and numbered as premises No. **347/1, Kendua Main Road**, Post Office:- Garia, Police Station:- Patuli, Kolkata:- 700 084, District – South 24 Parganas, West Bengal, India within Kolkata Municipal Corporation Ward No. 110, Borough No. XI, Assessee No. 31-110-08-0591-5, more fully and particularly described in the **First Schedule** hereunder written and hereinafter referred to as '**the Subject Property**'.

12. **UNIT OR UNITS** shall mean constructed independent and self-contained units in the Building for residential purpose only.

TITLE AND DECLARATION

1. The Owners hereby jointly declare that they have good and absolute right, title and interest to the Subject Property free from all encumbrances and without any claim or any right, title or interest of any other person or persons claiming through or under them. The Developer is satisfied upon investigation of title that the Owners have a good and marketable title free from all encumbrances and liabilities whatsoever to enter into any agreement with the Developer.

2. Nothing in these presents shall be construed as an agreement to transfer or sell or demise or assign or deliver the said property or any part thereof by the Owners to the

Developer and the scope of this agreement is confined to development of the said property on the terms and for the consideration mentioned herein.

DEVELOPER'S DEVELOPMENT RIGHTS

1. The Owners hereby jointly grant to the Developer the exclusive right to develop the said property by demolishing the existing building and structure and constructing new building/s in accordance with the Building Plan with or without any amendment and/or modification thereto.

2. The Developer shall be responsible for causing the amalgamation if any being the Subject property more particularly described in the First Schedule below, in the name of the Owners and the Owners shall be liable to sign on all documents and papers required for causing such amalgamation by the Kolkata Municipal Corporation.

3. The Developer shall be responsible for demolition of the existing old building and structures on the Subject Premises and shall be entitled to the building materials /debris and/ or the sale proceeds thereof, arising out of such demolition.

4. Developer shall have right to take such decisions plans and programme as may be necessary for execution of the development project and for that purpose the developer shall employ retain and engage the services and support of their own men, agent, contractor, architect, labour, consultant and advisor as they may deem necessary. Owners would provide his full support and would provide necessary assistance if any to the Developer.

5. That the Developer will do the proper measurement and Total Stationed Survey of the said Premises in connection of the actual shape and size of the said Project. The Owner shall not object the same.

CONSIDERATION

1 In consideration of the Owners having agreed to grant exclusive right to Developer to develop the Subject Property for commercial gains of the Developer, the Developer has agreed to allocate to the Owner, the Owners' Allocation in the Said Property

2. The said Owners' Allocation comprising of residential units shall be constructed, erected and completed by the Developer entirely at its own costs with good quality and

standard of materials and fixture and shall contain all other amenities which are normally befitting with the standard of such building and suitable for residential purpose in all respects as the case may be and usually provided for in a building developed with qualitative standard and with good decent and befitting standard and quality of other fittings, fixture, equipments, machinery, accessories and finishing standard in the Common Facilities and Areas as per specifications mentioned in the Specifications herein below.

3. The Owners shall not be liable to pay or contribute nor the Developer shall be entitled to call upon the Owner to pay or contribute any amount in the construction including but not limited to all related or associated costs expenditure either directly or indirectly and statutory levies, fees, penalty upto the completion of the Building/s and Common Facilities and Areas and other costs for installation and completion of different facilities and amenities for the developed complex as per specification mentioned hereinafter.

PROCEDURE

1. The Owners shall grant to the Developer/its Proprietor or designated officer a registered Power of Attorney along with this agreement for the purpose of obtaining all necessary sanctions, permissions, amalgamation and approval from different authorities in connection with construction of the building and persuasion and compliance of all related and associated formalities with regulatory and appropriate statutory authorities and taking appropriate steps, actions, measures to handle and manage all matters, affairs, issues arising or occurring in connection with the development project at the site and elsewhere including attending to and appearance before authorities in charge of and control of law and order and police station/district police authorities etc. and to enter into and execute agreement for sale of the units with prospective buyers in respect of the Developer's Allocation, receive consideration money, and grant receipts. The Developer at its discretion would also be entitled to obtain appropriate registered Power of Attorney from Owner for execution and registration of Deed(s) of Conveyance in favor of its buyers after handing over the Owner's Allocation.

2. After sanction of Building Plan the Developer and Owners shall execute a supplementary agreement if any only to the extent and for the mutually identifying and/or

selecting the different units that would be included in and/or form part of in their respective allocations under this agreement.

3. After construction and completion of the building the Developer shall at first allot and deliver to the Owners the fully completed Owners' Allocation together with Completion Certificate obtained from the Competent Authority together with proportionate share in the Common Facilities and Areas and simultaneously execute appropriate document/s in favor of the Owner for perfection of their rights in respect of the Owners' Allocation.

POSSESSION AND CONSTRUCTION

1. On the execution of this present Development Agreement and the Power of Attorney, the Owner shall hand over the possession, charge and control of the Said Property to the Developer for execution of the Development project. The Developer shall be solely liable to protect and preserve the Subject Property during the period of development project and shall be accountable and liable for all risks, contingencies, perils, and all other occurrences/consequences in the Subject Property or at the site including but not limited to occurrence of any injury or casualty to persons engaged in execution of the work in development project or any third party/outsider or any damage to the Subject Property or any part thereof or to properties/assets/articles of third parties/outsiders and/or any agitation/disturbance/trespass by any person or any third party/outsider or any theft burglary or other offensive acts in the Subject Property and as such the Developer shall be fully liable to deal with or settle or resolve as appropriate and necessary all such issues and contingencies.

2. The Owner shall during the period of construction may enter upon and access the Subject Property and/or the development site for the purpose of inspection and supervision either himself or through his authorized representatives with the prior approval of the Developer.

3. The Developer shall ensure compliance of all statutory rules regulations and directives in course of execution of the development project and shall be liable for any breach or lapse/failure of said compliant measures.

4. The Developer shall be authorized in the name of the Owner so far as it necessary to apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas if any etc. and other inputs and facilities required for the construction or matters related to execution of development project in the Subject Property.

5. The Owner however shall sign and execute all paper documents, plans, declarations affidavits and other documentation required for the development of the project in keeping with existing laws and rules as requested by the Developer without any objection of whatsoever nature as and when required of the request being made along with the documents being made available to the Owner

DEVELOPER'S OBLIGATIONS

1. The Developer shall be fully obliged responsible and liable to undertake and complete the project in all respect on turnkey basis.

2. The Developer shall be liable for causing the amalgamation of if any, being the Subject property more particularly described in the Third Schedule below, in the name of the Owner and the Owner shall be liable to sign on all documents and papers required for causing such amalgamation by the Kolkata Municipal Corporation.

3. The Developer, on behalf of the Owner, shall apply to the Kolkata Municipal Corporation to obtain sanction of Building Plan for a G+3 storied building (or with additional floor/s) to be constructed at the Subject Property at its own responsibility and costs and further take steps for causing mutation of the names of Owner in the records of Land & Land Reforms Department and/or KMC. If the Kolkata Municipal Corporation sanctions a building plan over and above a G+3 storied building, the additional constructed space would belong to the Developer.

4. The Developer shall obtain all other necessary permissions, clearance and approvals as necessary in law for the development project.

5. The Developer shall cause to obtain connection and installation of all civic facilities and connections in the developed property which includes but not limited to sewerage connection, KMC water connection, electricity connection of necessary power load.

6. The Developer shall construct and complete floor space of the Owners' Allocation of the Development project and shall deliver possession of the Owners' Allocation, after obtaining the Completion Certificate, in terms of this agreement within a period of **Thirty Six months** from the date of sanction of the Building Plan.

7. The Developer shall complete the entire process of development of the Subject Property within the aforesaid period of Thirty Six Months save and except for reasons due to Force Majeure failing which an amount of **Rs. 15,000/- (Rupees Fifteen Thousand per month** as compensation shall be paid by the Developer to the Owner till completion of the Project or till termination of this agreement, whichever is earlier. In the event of default in payment of the aforesaid compensation by the Developer to the Owner for a period of 4 months, an interest at the rate 8% per annum will be levied on the said compensation. The word **'completion'** shall mean completion of construction of the New Building in habitable state with water supply, sewage connection, electrical installation, lift installation and all other facilities and amenities as are required to be provided to make the Flats and/or units ready-to-use, including obtaining clearance from Kolkata Municipal Corporation (Completion Certificate) as per the rules frames by the Kolkata Municipal Corporation. The phrase 'period of completion' shall mean 36 months from the date of sanctioning of the Building Plan by the Kolkata Municipal Corporation. Extension of the period of completion, subject to a maximum extension of 2 years, shall be acceptable to the parties. In the event, the Developer fails to perform its obligations towards the Owner, under this agreement, within the maximum extension of 2 years after the expiry of the period of completion, this agreement shall stand terminated.

8. The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all authorities and State Government/Central Government bodies and it shall be absolute responsibility of the Developer to ensure such compliance.

9. The Developer shall pay all rates and taxes in respect of Said Property from the date of handing over charge and control by the Owner and during the construction of the project and until delivery of possession of Owner's allocation to Owner.

10. The Developer shall provide the Owner with authentic copy of Building Plan and further modifications if any after grant of sanction order and all other relevant documents of clearance, permissions consents etc.

11. The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this Agreement or any portion thereof to any third party, without the consent, in writing, of the Owner.

12. The Developer hereby agrees and covenants with the Owner not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owner's Allocation is delivered to the Owner. However this shall not prevent the Developer from entering into any agreement for sale with the Developer's Allocation, in accordance with this agreement.

13. The Developer shall not, under any circumstances, create any lien, charge and/or encumber the Subject Property morefully and particularly described in the First Schedule below in favour of any third party in any manner whatsoever save and except in accordance with this agreement.

14. In the event any **additional constructed space** is permitted to be constructed in terms of Building Plan over and above the present estimate of permissible constructed space in respect of a G+3 storied building, such additional constructed space shall be in the part of the Developer.

OWNERS' OBLIGATION

1. The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of development project by the Developer subject to compliance with the obligations stipulated herein as per plan and the terms and conditions specified in this agreement.

2. The Owner agrees and covenants with the Developer not to do any act or deed or things whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocated portion in the said property

3. The Owner hereby agrees and covenants with the Developer to pay all rates, taxes levies and all other outgoings in respect the Said Property prior to the date of handing over of

possession and control of the Said Property to Developer for executing the Development Project.

4. The Owner hereby agrees to hand over possession, charge and control of the Said Property to the Developer simultaneously with the execution of this Agreement;

5. The Owner shall co-operate, support and assist the Developer as best possible and practical on their part in obtaining sanctions, clearances, consents, approvals as are necessary for implementation of the Development Project and for that matter the Owner shall sign and execute all such applications, affidavits, declarations and all other connected and required documents and deeds as and when advised by the Developer.

6. It is further agreed by the parties herein that all the **Originals in respect of the Subject Property shall be retained by the Owner**. However, the Owner shall be liable to produce for inspection or otherwise, all the Original documents of Title in respect of the Subject Property as and when called upon by the Developer with a notice of reasonable period. Further if the Title of the Subject Property is found incorrect, on demand, the Owner shall duty bound to refund the project cost till date to the Developer.

COMMON BENEFITS & RESTRICTIONS

a) The Owner's Allocation and the Developer's Allocation in the Said Property shall be entitled to same benefits advantages privileges and use and enjoyment of the Common Facilities and Areas without any restriction

b) The Owner and the Developer or their nominees shall not use or permit to use their respective allocations in the Said Property for carrying on any obnoxious illegal and immoral activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.

c) No party shall demolish or permit demolition of any wall or other structures in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf

d) The respective nominees of the Owner and the Developer being the occupants of the units shall become member of the association of owners/occupants in the Subject Property and shall

abide by all rules and bye laws for use and enjoyment of the Common Facilities and Areas and bear the costs and charges for maintenance and upkeep including the sinking fund.

e) The respective allottees and/or their nominees shall keep the interior and exterior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations of the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

f) No goods or other items shall be kept by the Owner and the Developer on the common space and no hindrance shall be caused in any manner in the free movement in the stair-ways, drive ways and other places of common use in the building.

SPECIFICATION

STRUCTURES

(a) Main R.C.C structure will be designed by eminent Engineer and quality I.S.I. marked cement and steel will be used. All outside brick work will be either 10" inch 8" inch or 5" inch, as per requirement of the elevation.

(b) All 3" inch, brick work will be with the wire reinforcement in every 3rd layer.

DOORS : All doors opening will be made as per sectioned plan and frame of Sal Wood, Sanction will be 4" x 2.5" for main door 4"x2.5" for Bed room and 4"x2.5" for other doors. All shutters will be made good quality water proof commercial ply Flush Door pressed of 32mm thickness with enamel point.

(i) Main Door will be flush door with teak finish;

(ii) Godrej Lock in Main Door

PLASTER:

All walls shall be plastered with 1:6 Cement Mortar Ceiling with 1:4 Cement Mortar.

FLOORING: Marble 2'-2'/Vitrifies Tiles/ Antiskid Tiles for flooring and glazed tile dado 6' feet height on Toilets with 4" skirting. .

KITCHEN: Cooking platform green marble stone, with stainless sink 2'feet above from kitchen counter-top level white glazed tiles over kitchen counter all along, one tap under sink.

WINDOWS: Still glazed /Aluminum sliding window with grill designed by Building with galavanized iron and stay.

INTERNAL WALL: Walls plaster of Paris in Bed rooms and D. D. Room, kitchen and toilet plaster of paris.

EXTERNAL WALL: The entire Building shall be painted with cement based paint.

ELECTRICAL: Concealed wiring (copper wire) with circuit Breakers/MCBS.

BED ROOM: 3 light points, 1 fan points, 2 five amp Plug point, A.C. point for master bed room.

DRAWING/DINING ROOM: 4 light points, 2 fan points, 2 nos 5amp plug point, one calling bell point and one 15amp plug point, one cable T.V. & Telephone line.

KITCHEN: One 15amp plug point, one light point and exhaust fan/chimney point in kitchen and 2 nos 5amp plug point.

TOILET: One light point and one exhaust fan point in toilet and one geyser point.

W.C.:- One light point and exhaust fan point.

BALCONY: One light points & one 5amo plug point.

SANITARY/PLUMBING/ FITTING :

KITCHEN : One stainless steel sink in kitchen

TOILET: Commode with low down PVC cistern, two bib-cocks, one shower and one wash basin of matching size(white) one health facet.

W.C.: One commode with P.V.C cistern, one direct line of supply of water.

ROOF:

- Over the R.C.C. roof slab concrete screening and neat cement finish on top.
- 0.9 meters height parapet wall plastered

LIFT A lift of reputed make shall be installed with a carrying capacity of a minimum of 4 persons

WATER SUPPLY: R.C.C. Overhead reservoir will be provided at top as per design. Suitable electric pump will be installed for round the clock water supply including U. S. G.

In connection with quality and quantity of water supply the Developer shall not responsible.

OWNERS' INDEMNITY

1. The Owner hereby undertakes that the Developer shall be entitled to the said construction and development of Said Property and shall enjoy its allocated space without any interference and/or disturbances provided the Developer performs and fulfils all the terms, conditions and obligations herein contained and/or on its part to be observed and performed.

DEVELOPER'S INDEMNITY

1. The Developer hereby undertakes to keep the Owners indemnified against all third party claim and actions arising out of any sort of act or commission or omission of the Developer in or related to the construction of the said building.

2. If during the course of construction, any person or adjacent neighbours shall take any action in respect of the construction of the said building then in that event, the Developer shall be liable at its own cost for defending such legal action or proceeding and shall also be liable to pay the costs which may become payable in respect of such proceedings and for the aforesaid purposes the Developer hereby agrees to indemnify and keep the Owners indemnified at all times against all suits actions proceedings costs charges and expenses in respect thereof.

RESIDUARY RIGHTS AND INTERESTS

1. All the remaining areas spaces and facilities and the residuary rights and interests which are not specifically mentioned herein shall be shared between the Developer and Owner in the ratio of **50: 50** and neither of the parties shall have any exclusive right over and in respect of any area or space other than the self-contained constructed units.

ARTICLE: MISCELLANEOUS.

1. The Owner and the Developer have entered into an agreement for development purely as contract and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owner and the parties hereto shall not be construed to constitute as an Association of Person or Body of Individuals .

2. It is understood that from time to time to facilitate construction of the building by the Developer various deeds, matters and things not herein specified, may be required to be done

by the Developer and the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owner for which specified provisions may not have been mentioned herein, the Owner hereby undertakes to do all such lawful acts deed, matter and the Owner shall execute any such additional authorization as may be required by the Developer for the said lawful purpose and the Owner also undertakes to sign and execute 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 rights of the Owner and/or against the spirit of this agreement or violation or contravenes any statutory provisions, rules, regulations, notifications and order.

3. Any notice required to be given by the Developer shall without prejudice to any other mode or service available be deemed to have been served on the Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the Registered Office of the Development at its recorded address.

4. The Developer and the Owner shall mutually frame scheme under the existing statute, rules, regulations and customs for the management and administration of the said building or buildings and/or common parts thereof. The Owner and the Developer hereby give their consent to abide by the same.

5. That, in case of disputes and differences arising out of and/or touching upon the instant agreement between the parties shall be referred to arbitration and the Award of the Arbitrator shall be binding upon the parties.

ARTICLE: FORCE MAJEURE CLAUSE

"FORCE MAJEURE" events which shall, inter alia mean and include any event or combination of events or circumstances beyond the control of the Parties hereto which cannot,

(a) by the exercise of reasonable diligence, or

(b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Parties hereto ability to perform obligations under this Application, which shall inter alia include but not limited to

i. Acts of God/ Nature i.e., fire, flood, earthquake, epidemics, natural disasters;

ii. Explosions or accidents, air crashes and shipwrecks, act of terrorism;

iii. Strikes or lock outs, industrial dispute;

iv. in providing encumbrance free worksite and vehicle worthy access road; availability or delayed availability of construction water and power from the concerned authority; non availability of water supply or sewerage disposal connection or electric power or other civic amenities from concerned authorities; non-availability or irregular availability of essential input materials, e.g. cement, steel, or other construction materials due to strike of manufacturers, contractor, construction agencies, suppliers, transporters, or other intermediaries employed / to be employed or non availability of peripheral infrastructural activities, change of government and/or statutory Agency's unlawful or discriminatory delay, modification, denial or refusal or to due to any reason whatsoever beyond the control of Firm;

v. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;

vi.the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order ordirection from any governmental authority that prevents or restricts a party from complying with any or all the terms andconditions as agreed in this Agreement; or

vii. any legislation, order or rule or regulation made by the Government or any other authority or if any competent authority refuses, delays, withholds, denies, the grant of the necessary approvals, permissions and sanction for the said building, or if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authorities become subject matter of any suit/writ before a competent court or; for any reason whatsoever;

viii. any event or circumstances analogous to the foregoing.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land with a One storied having 20 years old tiles shed house and other structures erected thereon admeasuring an area of 621 sqft upon the land admeasuring an area of **7 Cottahs 7 Chittaks and 10 Square Feet** equivalent to **5365 sq. ft.** be the same a little more or less lying Situate at **Mouza: Baishnabghata, J. L. No. 28, Touzi No. 151 and 56 R. S. Khatian No. 277 R. S. Dag Nos. 672 and 673** situated at presently known and numbered as premises No. **347/1, Kendua Main Road**, Post Office:- Garia, Police Station:- Patuli, Kolkata:- 700 084, District – South 24 Parganas, West Bengal, India within Kolkata Municipal Corporation Ward No. 110, Borough No. XI, Assessee No. 31-110-08-0591-5, butted and bounded in the manner as follows:

ON THE NORTH : By 12' Common Passage;
ON THE EAST : By premises of Mr. Mohan Lal Manna;
ON THE SOUTH : By part of R.S. Dag No. 764 and
ON THE WEST : By premises of Mr. Mohan Lal Manna;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(The Devolution of Title)

1. That one Khetra Nath Manna during his life time was absolutely seized and possessed of or otherwise well and sufficiently jointly entitled to **ALL THAT** the piece and parcel of land containing an area of **62 Decimal (Sataks)** be the same a little more or less along with right to use 6 feet common passage in Mouza:- Baishnaghata, Police Station:- the then Jadavpur, J. L. No.28, Touzi No.151, 56, in the District of South 24-Parganas comprised in –

R.S. Khatian Nos.	R.S. Dag Nos.	Area in sataks
277	672	50
277	673	12
	Total:	**62**

(hereinafter referred to as the **"Said entire Land"**) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

2. The said Khetra Nath Manna, during his life time Hindu, was governed by the Dayabhaga School of Law, died intestate leaving behind him surviving his three sons namely and (1) **Sri Sudhir Chandra Manna**, (2) **Sri Sudhamoy Manna** and (3) **Sri Adhir Chandra Manna** who upon his death became the owner of their respective undivided 1/3rd share and/or interest in respect of the said entire land.

3. That by a Bengali deed of Amicable Partition/Settlement executed on **08/03/1966** by and between the said Sri Sudhir Chandra Manna, Sri Sudhamoy Manna and Sri Adhir Chandra Manna being the parties therein and registered with the office of the Joint Sub-Registrar, Alipore, South 24 Parganas, in Book No. I, Volume No. 25, pages from 110 to 114 being no. 01200 for the year 1966, the parties therein amicably partitioned and demarcated the said entire land amongst them.

4. That by virtue of said partition deed being no. 01200 for the year 1966 the said **Sri Sudhir Chandra Manna** became the sole, absolute and exclusive owner in respect of **ALL THAT** the piece and parcel of land containing an area of **13 Cottahs 1 chittacks equivalent to 21.5 decimal** be the same a little more or less along with right to use 6 feet common passage in Mouza:- Baishnaghata, Police Station:- the then Jadavpur, J. L. No.28, Touzi No.151, 56, in the District of South 24-Parganas comprised in –

R.S. Khatian Nos.	R.S. Dag Nos.	Area
277	672	8 Cottahs 10 chittacks
277	673	3 Cottahs 12 chittacks
		11 chittacks
	Total:	**13 Cottahs 1 chittacks**

(hereinafter referred to as the **"Said plot of Sudhir Chandra Manna"**) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

5. That by virtue of said partition deed being no. 01200 for the year 1966 the said **Sri Sudhamoy Manna** became the sole, absolute and exclusive owner in respect of **ALL THAT** the piece and parcel of land containing an area of **13 Cottahs 1 chittacks equivalent to 21.5 decimal** be the same a little more or less along with right to use 6 feet common passage in Mouza:- Baishnaghata, Police Station:- the then Jadavpur, J. L. No.28, Touzi No.151, 56, in the District of South 24-Parganas comprised in –

R.S. Khatian Nos.	R.S. Dag Nos.	Area
277	672	8 Cottahs 10 chittacks
277	673	3 Cottahs 12 chittacks
		11 chittacks
	Total:	**13 Cottahs 1 chittacks**

(hereinafter referred to as the **"Said plot of Sudhamoy Manna"**) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

6. That by virtue of said partition deed being no. 01200 for the year 1966 the said **Sri Adhir Chandra Manna** became the sole, absolute and exclusive owner in respect of **ALL THAT** the piece and parcel of land containing an area of **11 Cottahs 8 chittacks equivalent to 19 decimal** be the same a little more or less along with right to use 6 feet common passage in Mouza:- Baishnaghata, Police Station:- the then Jadavpur, J. L. No.28, Touzi No.151, 56, in the District of South 24-Parganas comprised in –

R.S. Khatian Nos.	R.S. Dag Nos.	Area
277	672	10 Cottahs 13 chittacks
		11 chittacks
	Total:	**11 Cottahs 8 chittacks**

(hereinafter referred to as the **"Said plot of Adhir Chandra Manna"**) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

7. That by a Deed of Sale executed on 18/12/1972 by and between the said Sudhamoy Manna therein referred to as the Vendor and the said Adhir Kumar Manna therein referred to as the Purchaser of the Other Part, the said Vendor therein sold granted conveyed transferred assigned and assured unto in favour of the said Purchaser All that the piece and parcel of the land admeasuring an area of **2 Cottahs 7 chittacks 11 sqft** from the Said Plots of Sudhamoy Manna more fully and particularly described in the Schedule thereunder written

8. That thus the said Sudhamoy Manna became the owner of **ALL THAT** the piece and parcel of land containing an area of **10 Cottahs 9 chittacks 34 sqft** be the same a little more or less along with right to use 6 feet common passage in Mouza:- Baishnaghata, Police Station:- the then Jadavpur, J. L. No.28, Touzi No.151, 56, in the District of South 24-Parganas comprised in –

R.S. Khatian Nos.	R.S. Dag Nos.	Area
277	672	6 Cottahs 2chittacks 34 sqft
277	673	3 Cottahs 12 chittacks 00 sqft
		11 chittacks 00 sqft
	Total:	**10 Cottahs 9 chittacks 34 sqft**

(hereinafter referred to as the **"Said Land"**) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

9. That the said Sudhamoy Manna during his life time was Hindu Governed by Dayabhaga School of law, died intestate on 22/10/1977 leaving behind him surviving his widow Srimati Subodh Manna, two sons namely and (1) Sri Rabin Manna and (2) Sri Gopal Manna and three daughters namely (1) Srimati Malati Manna (2) Srimati Bimala Mistry and (3) Srimati Sundari Manna who upon his death became the owner of their respective undivided1/6th Share each of the said land and jointly mutated their names in respect of the

said land before the Kolkata Municipal Corporation a new Premises bearing No. 347, Kendua Main Road, Ward No. 110, Kolkata:- 700 084 was allotted in respect of the said land.

10. That the said Rabin Manna during his life time was Hindu Governed by Dayabhaga School of law, died intestate on 09/10/1986 leaving behind her surviving his mother Srimati Subodh Manna, widow namely Maya Manna and one son Ranajit Manna and One daughter namely Kaberi Naskar who upon his death became the owner of the undivided1/6th Share of Rabin Manna.

11. That the said Smt. Sundari Manna during his life time was Hindu Governed by Dayabhaga School of law, died intestate on 11.08.1994 leaving behind her surviving her mother Subodh Manna, brother Sri Gopal Manna and two sisters namely (1) Srimati Malati Manna (2) Srimati Bimala Mistry and her sister-in-law Maya Manna, Miss Kaberi Naskar and nephew Ranajit Manna who upon her death became the owner of their respective undivided Share each of the said land of Sundari Manna.

12. That the said Shri Subodh Manna during his life time was Hindu Governed by Dayabhaga School of law, died intestate on 20.08.1998 leaving behind her surviving her son Sri Gopal Manna and two daughters namely (1) Srimati Malati Manna (2) Srimati Bimala Mistry and her daughter-in-law Maya Manna, Granddaughter Miss Kaberi Naskar and grandson Ranajit Manna who upon her death became the owner of their respective undivided Share each of the said land of Sundari Manna.

13. By a Deed of Sale executed on 8,.4.2011 by and between the said Maya Manna, Miss Kaberi Naskar and Ranajit Manna therein jointly referred as the vendors of the one part and the owners herein therein referred to as the purchaser of the other part and registered with the office of District Sub-Registrar-I, Alipore South 24 Pgs. in Book 1 CD Volume 5 pages 2170 to 2201 being Deed No. 01014 for the year 2011, the said vendors therein sold, transferred, conveyed, assigned unto in favour of the said purchaser **ALL THAT** the piece and parcel of land containing an area of **2 Cottahs 5 chittack 6 sqft** whereupon a brick built structures thereon ad measuring an area of 184 sq.ft. be the same a little more or less in Mouza:- Baishnaghata, Police Station:- the then Jadavpur now Patuli, J. L. No.28, Touzi No.151, 56, R.S. Khatian No. 277 , R.S. Dag No. 672 and 673 presently re-numbered as 347 Kendua Main

Road, Assessee No. 31-110-08-0347-5, Ward No. 110, Kolkata -700 084 in the District of South 24-Parganas absolutely and for ever (hereinafter referred as the First plot land")

14. By a Deed of Sale executed on 3.6.2011 by and between the said Malati Manna therein referred as the vendor of the one part and the owners herein therein referred to as the purchaser of the other part and registered with the office of District Sub-Registrar-I, Alipore South 24 Pgs. in Book 1 CD Volume 7 pages 4605 to 4634 being Deed No. 1553 for the year 2011, the said vendors therein sold, transferred, conveyed, assigned unto in favour of the said purchaser **ALL THAT** the piece and parcel of land containing an area of **2 Cottahs 12 chittack 9 sqft** whereupon a brick built structures thereon ad measuring an area of 219 sq.ft. be the same a little more or less in Mouza:- Baishnaghata, Police Station:- the then Jadavpur now Patuli, J. L. No.28, Touzi No.151, 56, R.S. Khatian No. 277 , R.S. Dag No. 672 and 673 presently re-numbered as 347 Kendua Main Road, Assessee No. 31-110-08-0347-5, Ward No. 110, Kolkata -700 084 in the District of South 24-Parganas absolutely and for ever (hereinafter referred as the Second plot land".

15. By a Deed of Sale executed on 10.10.2012 by and between the said Bimala Mistry therein referred as the vendor of the one part and the owners herein therein referred to as the purchaser of the other part and registered with the office of District Sub-Registrar-I, Alipore South 24 Pgs. in Book 1 CD Volume 16 pages 4042 to 4071 being Deed No. 3674 for the year 2012, the said vendors therein sold, transferred, conveyed, assigned unto in favour of the said purchaser **ALL THAT** the piece and parcel of land containing an area of **2 Cottahs 12 chittack 9 sqft** whereupon a brick built structures thereon ad measuring an area of 219 sq.ft. be the same a little more or less in Mouza:- Baishnaghata, Police Station:- the then Jadavpur now Patuli, J. L. No.28, Touzi No.151, 56, R.S. Khatian No. 277 , R.S. Dag No. 672 and 673 presently re-numbered as 347 Kendua Main Road, Assessee No. 31-110-08-0347-5, Ward No. 110, Kolkata -700 084 in the District of South 24-Parganas absolutely and for ever (hereinafter referred as the Third plot land".

16. Thus by virtue of the aforesaid the owners herein became jointly owners of (*the aforesaid First, Second and Third plot of land*) **ALL THAT** the piece and parcel of land containing an area of **7 Cottahs 7 chittack 10 sq.ft** whereupon a brick built structures thereon ad measuring an area of 621 sq.ft. be the same a little more or less in Mouza:- Baishnaghata,

Police Station:- the then Jadavpur now Patuli, J. L. No.28, Touzi No.151, 56, R.S. Khatian No. 277 , R.S. Dag No. 672 and 673, the KMC premises No. 347 Kendua Main Road, Assessee No. 31-110-08-0347-5, Ward No. 110, Kolkata -700 084 in the District of South 24-Parganas absolutely and for ever (hereinafter referred as the said premises".

17. That by a Bengali deed of Partition executed on **24.3.2014** by and between the owners herein therein referred to as the party of the First part and one Mr. Gopal Manna therein referred to as the party of the Second Part partitioned, earmarked and/or demarcated the said premises and the remaining portion of the said land hereinabove written and registered with the office of District Sub-Registrar-I, Alipore South 24 Pgs. in Book 1 CD Volume 6 pages 708 to 748 being Deed No. 0989 for the year 2014 amongst themselves and thus the owners became the owners of demarcated, earmarked said premises more fully and particularly described in the First Schedule hereinabove written and mutated their respective names with the records of Kolkata Municipal Corporation and new premises No. 347/1 Kendua Main Road, Ward No. 110, Borough No. XI, Assessee No. 31-110-08-0591-5, Kolkata:- 700 084 was allotted against their names and paid taxes thereon.

18. That thereafter the Owners have decided commercially exploit the said Property by way of raising multi-storeyed structure thereat on Apartment Ownership basis to mitigate the dearth of proper accommodation they were facing and to fulfil their desired object, and applied for appropriate sanctioned Plan before the Municipal Corporation of Kolkata and obtained sanction of a Ground plus Three (G+3) storied structure thereat vide Sanctioned Plan being B.S./Building **Permit No. 2018110287 dated 30.01.2019** and jointly approached, appointed and/or offered the Developer herein, as their developer, described as above to undertake development of the First Scheduled property by raising structure thereat on Apartment Ownership basis by in put of finance.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(Owners Allocation)

All that the one-self-contained flat being Flat No. **1E, on the 1st Floor** of the **South East** corner of the building admeasuring **built up area of 548 sq. ft. (50.82 sqm)** a little more or less along with one Covered Car Parking Space on the ground floor of the new building.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Developer's Allocation)

The entire constructed space except Owners' Allocation. The aforesaid allocations in the New Building to be constructed on the Said Property shall be collectively referred to as **'Developer's Allocation'**. It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions and (2) the land contained in the Said Premises.

It is also agreed and accepted that any deviation from the area distributed amongst them will be supplemented by the prevailing market rate which will be clearly described in the supplementary agreement of the respective Allocations within 15 days from the date of sanctioned building plan.

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

SIGNED SEALED AND DELIVERED

At Kolkata in the presence of :

WITNESSES :

1. Soman Roy
2. Garastin place Kol-1

2. Debmitra Patnaik
2. Garstin Place Kol-1.

Kiran Singh

Shambhu Saran Singh

SIGNAURE OF THE OWNERS

For TIRUPATI ENTERPRISE

Shambhu Saran Singh

Proprietor

SIGNATURE OF THE DEVELOPER

Drafted and prepared by me.

Prem Kumar Singh
Advocate
WB-1309/2004
RESPONSALIS
Advocates &Solicitors
2 Garstin Place, 5th Floor
Kolkata - 700001
Phone : + 91 90518 66166
Email : prem@responsalis.in;

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

19-201920-005259203-1 | Payment Mode: Online Payment

N Date: 01/08/2019 11:52:25 | Bank : State Bank of India

RN : IK0ADXFSH2 | BRN Date: 01/08/2019 11:53:19

DEPOSITOR'S DETAILS

Id No. : 19010001173474/7/2019
[Query No./Query Year]

Name : p k sighh

Contact No. : | Mobile No. : +91 9831779278

E-mail :

Address : 53 milan park garia kol 84

Applicant Name : Mr Prem Kumar Singh

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement Payment No 7

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19010001173474/7/2019	Property Registration- Stamp duty	0030-02-103-003-02	20020
2	19010001173474/7/2019	Property Registration- Registration Fees	0030-03-104-001-16	101
		Total		20121

In Words : Rupees Twenty Thousand One Hundred Twenty One only

ভারতীয় বিশিষ্ট পরিচয় কর্তৃপক্ষ

ভারত সরকার

Unique Identification Authority of India

Government of India

নথিভুক্তির আই ডি/Enrollment No.: 1040/20046/00122

To
কিরণ সিং
Kiran Singh
22 B BAISHNABGHATA BYE LANE
BAISHNABGHATA BYE LANE
NAKTALA Naktala S O
Naktala Kolkata
West Bengal 700047

05/10/2012

MN155989009DF

আপনার সংখ্যা/ Your No. :

5496 0989 0749

- সাধারণ মানুষের অধিকার

भारत सरकार
GOVERNMENT OF INDIA

কিরণ সিং
Kiran Singh
পিতা / Father : GOPAL SANKAR SINGH
জন্ম তারিখ / Date of Birth : 1964
মহিলা / Female

5496 0989 0749

- সাধারণ মানুষের অধিকার

Kiran Singh

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KIRAN SINGH

GOPAL SANKAR SINGH

05/12/1968

Permanent Account Number

BOPPS2076N

Kiran Singh

Signature

Kiran Singh

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

ALGPS2416M

नाम /NAME

SHAMBHU SARAN SINGH

पिता का नाम /FATHER'S NAME

RAMAYAN SINGH

जन्म तिथि /DATE OF BIRTH

05-10-1983

हस्ताक्षर /SIGNATURE

Shambhu Saran Singh

आयकर आयुक्त, ... XI

COMMISSIONER OF INCOME TAX, W.B. XI

Shambhu Saran Singh

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

KNH2993160

[redacted]

নির্বাচকের নাম : দিপক সিং

Elector's Name : Deepak Singh

পিতার নাম : দিপাই সিং

Father's Name : Dilipal Singh

লিঙ্গ / Sex : পুং / M

জন্ম তারিখ
Date of Birth : XX / XX / 1978

KNH2993160

ঠিকানা:
364/31 [illegible] 700047

Address:
364/31 NETAJI SUBHAS CHANDRA BOSE ROAD, JADAVPUR Kolkata 700047

M. Ali

Date: 14/06/2007
151-ঢাকুরিয়া নির্বাচন কেন্দ্রের নির্বাচন নিবন্ধন কর্মকর্তার স্বাক্ষরের অনুকৃতি
Facsimile Signature of the Electoral Registration Officer for 151-Dhakuria Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানার কেন্দ্রের নির্বাচক নিবন্ধন কর্মকর্তার নিকট নাম লেখানো ও একটি নতুন ভোটার পরিচয়পত্র পাওয়ার জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
In case of change in address mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.

Deepak Singh.

আধার

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি/Enrollment No.: 1040/20046/00120

To

শম্ভু শরণ সিং

Shambhu Saran Singh

22 B BAISHNABGHATA BYE LANE

BAISHNABGHATA BYE LANE

NAKTALA Naktala S.O

Naktala Kolkata

West Bengal 700047

17/10/2012

MN1560377150F

আপনার আধার সংখ্যা/ Your Aadhaar No. :

9554 7380 4024

আধার - সাধারণ মানুষের অধিকার

ভারত সরকার

GOVERNMENT OF INDIA

শম্ভু শরণ সিং

Shambhu Saran Singh

পিতা : রামায়ণ সিং

Father : RAMAYAN SINGH

জন্ম সাল / Year of Birth : 1963

পুরুষ / Male

9554 7380 4024

আধার - সাধারণ মানুষের অধিকার

Shambhu Saran Singh

Shambhu Saran Singh

SPECIMEN FORM FOR TEN FINGERPRINTS

	Left hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger
	Left hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger
Photo	Left hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger

Major Information of the Deed

Deed No :	**I-1901-04696/2019**	**Date of Registration**	**01/08/2019**
Query No / Year	**1901-0001173474/2019**	**Office where deed is registered**	
Query Date	**20/07/2019 9:03:56 AM**	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Prem Kumar Singh 2 GARSTIN PLACE KOLKATA 700001,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700000, Mobile No. : 9051866166, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]	
Set Forth value		Market Value	
		Rs. 1,18,87,168/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,070/- (Article:48(g))		Rs. 101/- (Article:E, E, M(a), M(b), I)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kendua Main Road, , Premises No: 347/1, , Ward No: 110 Pin Code : 700084

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			Bastu		7 Katha 7 Chatak 10 Sq Ft		1,17,00,868/-	Width of Approach Road: 12 Ft.,
	Grand Total :				**12.2948Dec**	**0 /-**	**117,00,868 /-**	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	621 Sq Ft.	0/-	1,86,300/-	Structure Type: Structure
	Gr. Floor, Area of floor : 621 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	**621 sq ft**	**0 /-**	**1,86,300 /-**	

Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr KIRAN SINGH Wife of Mr Shambhu Saran Singh Executed by: Self, Date of Execution: 01/08/2019 , Admitted by: Self, Date of Admission: 01/08/2019 ,Place : Office	 01/08/2019	 LTI 01/08/2019	Kiran Singh 01/08/2019
	22B, Baishnabghata Bye Lane, Kolkata:- 700 047,, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Male, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BOPPS2076N, Status :Individual, Executed by: Self, Date of Execution: 01/08/2019 , Admitted by: Self, Date of Admission: 01/08/2019 ,Place : Office			
2	Name	Photo	Finger Print	Signature
	Mr SHAMBHU SARAN SINGH (Presentant) Son of Late RAMAYAN SINGH Executed by: Self, Date of Execution: 01/08/2019 , Admitted by: Self, Date of Admission: 01/08/2019 ,Place : Office	 01/08/2019	 LTI 01/08/2019	Shambhu Saran Singh 01/08/2019
	22B, Baishnabghata Bye Lane, Kolkata:- 700 047, P.O:- NAKTALA, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALGPS2416M, Status :Individual, Executed by: Self, Date of Execution: 01/08/2019 , Admitted by: Self, Date of Admission: 01/08/2019 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**TIRUPATI ENTERPRISE** 22B, Baishnabghata Bye Lane,, P.O:- NAKTALA, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047 , PAN No.:: ALGPS2416M, Status :Organization, Executed by: Representative

Representative Details :

Name,Address,Photo,Finger print and Signature			
1 Name	Photo	Finger Print	Signature
Mr SHAMBHU SARAN SINGH Son of Late RAMAYAN SINGH Date of Execution - 01/08/2019, , Admitted by: Self, Date of Admission: 01/08/2019, Place of Admission of Execution: Office	 Aug 1 2019 2:47PM	 LTI 01/08/2019	Shambhu Saran Singh 01/08/2019
22B, Baishnabghata Bye Lane, Kolkata:- 700 047,, P.O:- NAKTALA, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALGPS2416M Status : Representative, Representative of : TIRUPATI ENTERPRISE (as SOLE PROPRIETOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Deepak Singh Son of Late S SINGH 364/31 N S C BOSE ROAD, P.O:- NAKTALA, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047	 01/08/2019	 01/08/2019	Deepak Singh 01/08/2019
Identifier Of Mr KIRAN SINGH, Mr SHAMBHU SARAN SINGH, Mr SHAMBHU SARAN SINGH			

Transfer of property for L1		
Sl.No	**From**	**To. with area (Name-Area)**
1	Mr KIRAN SINGH	TIRUPATI ENTERPRISE-6.1474 Dec
2	Mr SHAMBHU SARAN SINGH	TIRUPATI ENTERPRISE-6.1474 Dec

Transfer of property for S1		
Sl.No	**From**	**To. with area (Name-Area)**
1	Mr KIRAN SINGH	TIRUPATI ENTERPRISE-310.50000000 Sq Ft
2	Mr SHAMBHU SARAN SINGH	TIRUPATI ENTERPRISE-310.50000000 Sq Ft

Endorsement For Deed Number : I - 190104696 / 2019

Value(WB PUVI rules of 2001)

fied that the market value of this property which is the subject matter of the deed has been assessed at Rs
s 87,165/-

Debasis Patra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 01-08-2019

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 13:50 hrs on 01-08-2019, at the Office of the A.R.A. - I KOLKATA by Mr SHAMBHU SARAN SINGH , one of the Executants.

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

Execution is admitted on 01/08/2019 by 1. Mr KIRAN SINGH, Mr Shambhu Saran Singh, 22B, Baishnabghata Bye Lane, Kolkata:- 700 047,, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife, 2. Mr SHAMBHU SARAN SINGH, Son of Late RAMAYAN SINGH, 22B, Baishnabghata Bye Lane, Kolkata:- 700 047, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business

Indetified by Mr Deepak Singh, , , Son of Late S SINGH, 364/31 N S C BOSE ROAD, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Business

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

Execution is admitted on 01-08-2019 by Mr SHAMBHU SARAN SINGH, SOLE PROPRIETOR, TIRUPATI ENTERPRISE (Sole Proprietoship), 22B, Baishnabghata Bye Lane,, P.O:- NAKTALA, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047

Indetified by Mr Deepak Singh, , , Son of Late S SINGH, 364/31 N S C BOSE ROAD, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/08/2019 11:53AM with Govt. Ref. No: 192019200052592031 on 01-08-2019, Amount Rs: 101/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ADXFSH2 on 01-08-2019, Head of Account 0030-03-104-001-16

Stamp Duty

That required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 50/-, by
= Rs 20,020/-
Description of Stamp
Stamp Type: Impressed, Serial no 84254, Amount: Rs.50/-, Date of Purchase: 31/07/2019, Vendor name: S
Mukherjee
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/08/2019 11:53AM with Govt. Ref. No: 192019200052592031 on 01-08-2019, Amount Rs: 20,020/-,
Bank: State Bank of India (SBIN0000001), Ref. No. IK0ADXFSH2 on 01-08-2019, Head of Account 0030-02-103-003-
02

Debasis Patra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal