

9218/2019

Q-8572



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

F 021677

1902828/19
 18.12.19
 11.52 AM
 Anurupa

NOTICE THAT THE GOVERNMENT IS SANCTIONED IN
 registration, The Signature Sheet & the
 endorsement sheet stamped with this stamp
 at the end of this document.

Anurupa Karmajy

Add. Dist. Sub Registrar
 Naihati, North 24 Parganas

13 DEC 2019

**DEED OF DEVELOPMENT
 AGREEMENT**

THIS MEMORANDUM OF AGREEMENT is made on this day 13th of
 December, Two Thousand and Nineteen, in Christian Era.

Handwritten notes and signatures on the left side of the document, including a large signature at the bottom.

সমীচন সচিব . সমীচন সচিব
 ২৪ নং পল্লী . মহানগর ২৪ NOV ২০১৯

430000

১১ ০৫ ১৯১৯



Handwritten signature or mark at the bottom left.

Addl. Dist. Sub Registrar
 Mahati, North 24 Parganas

13 DEC 2019

-(2)-

SRI TAPAS KUMAR BASU (PAN -ADLPB0896M) son of Late Kamal Kumar Basu, by Caste Hindu, by Nationality Indian, by Occupation Retired, resident of 6, Abhay Ghosh Road, Post Office & Police Station-Naihati, District-North 24-Parganas, West Bengal, hereinafter called the "**LAND OWNER/FIRST PARTY**" (which expression shall mean and include unless otherwise excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the **ONE PART**.

A N D

SHARMA SARKAR CONSTRUCTION PVT. LTD. (PAN :ABCCS9846G), The Corporate Identity Number of the company is U45309WB2019PTC234967, a private limited company incorporated under provision of The Companies Act,2013 having its registered Office at 558 R.B.C Road, Post Office Hazinagar, P.S. Naihati, District North 24 Parganas. Pin 743135, duly represented through one of its director **SRI. INDRAJIT SHARMA SARKER**, son of Late- Jogadhir Sharma Sarkar, by faith - Hindu, by Occupation -Business, residing at Post Office Fingapara, Police Station Jagatddal, District North 24 Parganas, PIN - 743129, West Bengal, hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which expression shall unless unless otherwise excluded by or repugnant to the context its successors-in-office, Successor-in-interest legal representatives, administrators and assigns) of the **OTHER PART**.

WHEREAS One Sachindra Nath Sen was the absolute owner in respect of 04.20 Decimal of Bastu land in Two dags, contained in C.S. Dag No. 808 and C.S. Dag No. 809, under C.S. Khatian No. 600 & 601, of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 7, Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

S. Chinn



Add. Dist. Sub Registrar
Nalhati, North 24 Parganas

3 DEC 2019

-(3)-

AND WHEREAS the said Sachindra Nath Sen by a registered deed of sale dated 30.06.1937 sold conveyed and assigned unto and in favour of Smt. Nil Nalini Basu in respect of All That 04.20 Decimal of Bastu land in Two dags, contained in C.S. Dag No. 808 and C.S. Dag No. 809, under C.S. Khatian No. 600 & 601, of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 7, Additional District Sub-Registration Office at Naihati, District North 24-Parganas, and the same was registered and recorded in Book No. I, Volume No. 19, pages 161 to 163 Being No. 1728, at the office of the Sub-Registrar at Naihati, in the year 1937;

AND WHEREAS the said Sachindra Nath Sen by another registered deed of sale dated 3.06.1938 sold conveyed and assigned unto and in favour of Smt. Nil Nalini Basu in respect of All That 01 Decimal or 10 Chittaks of Bastu land in Two dags, contained in C.S. Dag No. 808 and C.S. Dag No. 809, under C.S. Khatian No. 600 & 601, of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 7, Additional District Sub-Registration Office at Naihati, District North 24-Parganas, and the same was registered and recorded in Book No. 1, Volume No. 18, pages 196 to 198 Being No. 1633, at the office of the Sub-Registrar at Naihati, in the year 1938;

AND WHEREAS after purchasing the aforesaid land vide two separate sale deeds the said Smt. Nil Nalini Basu became the absolute recorded owner in L.R. record of rights of ALL THAT piece and parcel of Bastu land measuring 05.20 Decimal or 3 (Three) Cottahs 2 (Two) Chittaks togetherwith structure standing thereon in Two Dags, comprised in R.S. Dag No. 808/2675 corresponding to L.R. Dag No.

S. Chinn



Addl. Dist. Sub Registrar
Naihati, North 24 Parganas

13 DEC 2019

-(4)-

1298 AND comprised in R.S. Dag No. 809 corresponding to L.R. Dag No. 1299 under R.S. Khatian No. 600 & 601 corresponding to Own L.R. Khatian No. 1833 of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 7, Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

AND WHEREAS Smt. Nil Nalini Basu while in possession thereof she Mutated her name in the records of Local Municipality and paid to the relevent taxes upto date and also recorded her name in R.S. and Hal L.R. records of rights and also paid to the Khajana upto date in respect of the aforesaid property and was the absolute recorded owner in L.R. record of rights thereof the said Smt. Nil Nalini Basu made a Gift dated 30.08.1993 in respect of **ALL THAT** piece and parcel of land admeasuring 9 (Nine) Chattaks 27 (Twenty seven) Square feet land in Two Dags, together with building Markcd as Plot No. "A" out of the aforesaid property in favour of Sri Tapas Kumar Basu the present First Party herein, and the same was registered and recorded at the office of the Additional District Sub-Registrar at Naihati, in Book No. 1, Being No. 5234, in the year 1993;

AND WHEREAS the said Smt. Nil Nalini Basu was the absolute recorded owner of R.S. & L.R. record of rights of **ALL THAT** piece and parcel of Bastu land measuring 02.95 Decimal or 1 (One) Cottahs 12 (Twelve) Chattaks 25 (Twenty Five) sqft. Together with Pucca One story Building measuring 500 square feet standing thereon in Two Dags, comprised in C.S Dag. 808, R.S. Dag No. 808/2675 corresponding to L.R. Dag No. 1298 land measuring 01.10 Decimal AND comprised in R.S. Dag No. 809 corresponding to L.R. Dag No. 1299 land measuring 01.85 Decimal, under R.S. Khatian No. 600 & 601 corresponding to

S. L. Das

Own L.R. Khatian No. 1833 of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No.8 New Ward No.16, Abhoy Ghosh Road, Holding No. 7/B, Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

AND WHEREAS the said Smt. Nil Nalini Basu while in possession thereof she Mutated her name in Local Municipality and paid to the relevent taxes upto date and also recorded her name in Hal L.R. Khatian No. 1833 and L.R. Dag No. 1298 land measuring 01.10 Decimal and L.R. Dag No. 1299 land measuring 01.85 Decimal and also paid to the Khajana upto date in respect of the aforesaid property the said Smt. Nil Nalini Basu made a Gift dated 30.08.1993 in respect of the aforesaid property in favour of Sri Prodosh Kumar Basu the same was registered and recorded at the office of the Additional District Sub-Registrar at Naihati, in Book No. I, Being No. 5235, in the year 1993;

AND WHEREAS after conveying the aforesaid property the said Sri Prodosh Kumar Basu seized and possessed thereon he made a Gift dated 30.11.2018 in favour of his brother Sri Tapas Kumar Basu, the present First Party herein and the same was registered and recorded at the office of the Additional District Sub-Registrar at Naihati, in Book No. I, Volume No. 1507 pages 181577 to 181593 Being No. 09502, in the year 2018;

AND WHEREAS the said Sachindra Nath Sen was the absolute owner in respect of 06.70 Decimal or 4 Cottahs of Bastu land in Two dags, contained in C.S. Dag No. 808 land measuring 04.70 Decimal and C.S. Dag No. 809 land measuring 02 Decimal, under C.S. Khatian No. 600 & 601, of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 7, Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

S. D. Das

AND WHEREAS the said Sachindra Nath Sen by a registered deed of sale dated 18.02.1942 sold unto and in favour of Smt. Nil Nalini Basu in respect of 06.70 Decimal of Bastu land in Two dags, of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 7, Additional District Sub-Registration Office at Naihati, District North 24-Parganas, and the same was registered and recorded in Book No. 1, Volume No. 10, pages 7 to 9 Being No. 307, at the office of the Sub-Registrar at Naihati, in the year 1942;

AND WHEREAS the said Nil Nalini Basu by a registered deed of sale dated 16.12.1963 sold unto Smt. Sefalika Ghosh, Smt. Arati Roy, Smt. Gitanjali Mitra, Smt. Renuka Ghosh in respect of 06.60 Decimal or 4 Cottahs of Bastu land in Two dags, contained in C.S. Dag No. 808 corresponding to R.S. Dag No. 808/2675 land measuring 04.60 Decimal and C.S. & R.S. Dag No. 809 land measuring 02 Decimal, under C.S. & R.S. Khatian No. 600 & 601, of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 7, Additional District Sub-Registration Office at Naihati, District North 24-Parganas, and the same was registered and recorded in Book No.1, Being No. 8715, at the Office of the Sub-Registrar at Naihati, in the year 1963;

AND WHEREAS after purchasing the said property the said Smt. Sefalika Ghosh, Smt. Arati Roy, Smt. Gitanjali Mitra, Smt. Renuka Ghosh were joint owner seized and possessed thereon in respect of 06.60 Decimal or 4 Cottahs of Bastu land they jointly by virtue of a registered deed of sale dated 14.06.1983 sold unto Sri Kamal Kumar Basu in respect of 06.60 Decimal in Two dags, contained in C.S. Dag No. 808 corresponding to R.S. Dag No. 808/2675 land measuring 04.60

S. Chiny

Decimal and C.S. & R.S. Dag No. 809 land measuring 02 Decimal, under C.S. & R.S. Khatian No. 600 & 601, of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 7, Additional District Sub-Registration Office at Naihati, District North 24-Parganas, and the same was registered and recorded in Book No.1, Being No. 3014, at the Office of the Sub-Registrar at Naihati, in the year 1983;

AND WHEREAS the said Kamal Kumar Basu was the absolute owner seized and possessed and also recorded in L.R. record of rights of ALL THAT piece and parcel of Bastu land measuring 4 (Four) Cottahs or 06.60 Decimal in Two Dags, comprised in R.S. Dag No. 808/2675 corresponding to L.R. Dag No. 1298 AND comprised in R.S. Dag No. 809 corresponding to L.R. Dag No. 1299 under R.S. Khatian No. 600 & 601 corresponding to got New Own L.R. Khatian No. 1833 of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 7, Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

AND WHEREAS the said Kamal Kumar Basu seized and possessed thereon he died on 31.03.1986 leaving behind his wife Smt. Puspita Basu and one daughter Smt. Banasree Guha and three sons Sri Tapas Kumar Basu, Sri Prodosh Kumar Basu, Sri Manash Kumar Basu were the sole and absolute legal heirs and heiresses since deceased of Late Kamal Kumar Basu of their husband and fathers inherited property as per Hindu Succession Act 1956;

AND WHEREAS thereafter they the said joint owners of their property ALL THAT piece and parcel of Bastu land measuring about 1 (One) Cottah 8 (Eight) Chittaks 32 (Thirty two) square feet, out of 06.60 Decimal the said Smt. Puspita Basu and one daughter Smt. Banasree Guha and three sons Sri Prodosh Kumar Basu, Sri Manash Kumar

S. Singh

Basu jointly made a registered deed of Gift dated 01.10.1993 in respect of their 4/5th share land measuring 1 Cottah 3 Chittaks 38 Square feet of the aforesaid sixteen annas property in favour of their son and brother Sri Tapas Kumar Basu, the present First Party who was the Owner of 1/5th share land measuring 4 Chittaks 47 square feet herein and the same was registered and recorded at the office of the Additional District Sub-Registrar at Naihati, in Book No. I, Being No. 5647, in the year 1993;

AND WHEREAS by virtue of recital recited herein the present First Party became the owner of aforesaid sixteen annas in respect of ALL THAT piece and parcel of Bastu land measuring 1 (One) Cottah 8 (Eight) Chittaks 32 (Thirty two) square feet, comprised in R.S. Dag No. 808/2675 corresponding to L.R. Dag No. 1298 AND comprised in R.S. Dag No. 809 corresponding to L.R. Dag No. 1299 under R.S. Khatian No. 600 corresponding to Own L.R. Khatian No. 1833 of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 7, Additional District Sub-Registration Office at Naihati, District North 24-Parganas, West Bengal and the First Party having thus acquired title and have been in possession as absolute owner by exercising all rights of ownership in respect thereof;

AND WHEREAS Smt. Manimala Ghosh, Smt. Pratima Palit, Smt. Hemlata Sen and Smt. Laxmi Ghosh and Kamala Bala Sen were the absolute owner seized and possessed of ALL THAT piece and parcel of Bastu land measuring 07.65 Decimal, comprised in R.S. Dag No. 808 under R.S. Khatian No. 600 of Mouza Naihati, J.L.No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 6, Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

S. Ghosh

AND WHEREAS after seized and possessed thereon the said Smt. Manimala Ghosh, Smt. Pratima Palit, Smt. Hemlata Sen and Smt. Laxmi Ghosh and Kamala Bala Sen by virtue of a registered deed of sale in the year 1964 sold unto Sri Arun Kumar Biswas in respect of the same Bastu land measuring 07.65 Decimal, comprised in R.S. Dag No. 808 under R.S. Khatian No. 600 of Mouza Naihati, J.L.No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 9, Abhoy Ghosh Road, Holding No. 6, Additional District Sub-Registration Office at Naihati, District North 24-Parganas, and the same was registered and recorded in Book No. 1, Volume No. 68, pages 26 to 30, Being No. 6147 at the office of the Sub-Registrar at Naihati in the year 1964;

AND WHEREAS the said Arun Kumar Biswas died on 9.12.2009 thereafter of his wife Renuka Biswas died on 7.11.2010, both leaving behind their three married daughters Smt. Ratna Ghosh, Smt. Swapna Dutta and Smt. Rupa Sarkar were the joint owner of the father and mother since deceased of Arun Kumar Biswas and Renuka Biswas;

AND WHEREAS the said Ratna Ghosh, Swapna Dutta, and Rupa Sarkar were the joint owner of the inherited property of ALL THAT piece and parcel of land measuring about 07.65 Decimal Bastu land togetherwith structure standing thereon, comprised in R.S. Dag No. 808 & 1688/1774 corresponding to L.R. Dag No. 1296 & 2605 under R.S. Khatian No. 600 corresponding to L.R. Khatian No. 285, of Mouza Naihati, J.L. No.3, Ressa No. 22, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 8 New 16, Abhoy Ghosh Road, Holding No. 6, Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

S. Ghosh

-(10)-

AND WHEREAS the said Ratna Ghosh, Swapna Dutta, and Rupa Sarkar, in joint possession thereof they by virtue of a registered deed of sale dated 26.07.2012 sold unto Smt. Bharati Basu wife of Sri Tapas Kumar Basu of ALL THAT piece and parcel of land measuring 07.37 Decimal Bastu land togetherwith 800 Square feet One story pucca Building standing thereon, comprised in R.S. Dag No. 808 & 1688/1774 corresponding to L.R. Dag No. 1296 & 2605 under R.S. Khatian No. 600 corresponding to L.R. Khatian No. 285 of Mouza Naihati, J.L. No.3, Ressa No. 22, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 8 New 16, Abhoy Ghosh Road, Holding No. 6, Additional District Sub-Registration Office at Naihati, District North 24-Parganas, and the same was registered and recorded at the Office of the Additional Registrar of Assurance II, Kolkata, in Book No. I, C.D. Volume 34, pages 2987 to 3008 Being No. 9412, in the year 2012;

AND WHEREAS after purchasing the aforesaid property the said Smt. Bharati Basu was the absolute recorded owner seized and possessed thereon she made a Gift dated 30.11.2018 in favour of her husband Sri Tapas Kumar Basu, the present First Party herein of ALL THAT piece and parcel of Bastu Land measuring 07.27 Decimal, comprised in R.S. Dag No. 808 corresponding to L.R. Dag No. 1296 under R.S. Khatian No. 600 corresponding to OWN L.R. Khatian No. 10471, of Mouza Naihati, J.L. No.3, Ressa No. 22, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 8 New 16, Abhoy Ghosh Road, Holding No. 6, Additional District Sub-Registration Office at Naihati, District North 24-Parganas, and the same was registered and recorded in Book No. I, Volume No. 1507 pages 181560 to 181576 Being No. 09501, at the office of the Additional District Sub-Registrar at Naihati, in the year 2018;

S. D. D. D.

AND WHEREAS after becoming the present First Party was the aforesaid property of ALL THAT piece and parcel of land measuring 07.27 Decimal Bastu land togetherwith 800 Square feet One story pucca Building standing thereon, comprised in R.S. Dag No. 808 corresponding to L.R. Dag No. 1296 under R.S. Khatian No. 600 corresponding to L.R. Khatian No. 10471 of Mouza Naihati, J.L. No.3, Ressa No. 22, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 8 New 16, Abhoy Ghosh Road, Holding No. 6, Additional District Sub-Registration Office at Naihati, District North 24-Parganas, and the First party having thus acquired title and have been possession as absolute owner by exercising all rights of ownership in respect thereof;

AND WHEREAS after conveying the said Tapas Kumar Basu was the actual owner of the above mentioned Schedule property in respect of Total 13.11 Decimal of Bastu land togetherwith an old delapidated Pucca Building standing thereon, in Three Dags comprised in R.S. Dag No. 808 corresponding to L.R. Dag No. 1296 land measuring 07.27 Decimal under R.S. Khatian No. 600 corresponding to L.R. Khatian No. 10471 within the Limit of Naihati Municipality Ward No.8 New Ward No.16, Abhoy Ghosh Road, Holding No. 6, Additional District Sub-Registration Office at Naihati, District North 24-Parganas; A N D comprised in R.S. Dag No. 808/2675 corresponding to L.R. Dag No. 1298 land measuring 03.99 Decimal AND comprised in R.S. Dag No. 809 corresponding to L.R. Dag No. 1299 land measuring 01.85 Decimal, under R.S. Khatian No. 600 & 601 corresponding to L.R. Khatian No. 12175 of Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 8 New 16, Abhoy Ghosh Road, Holding No. 6 & 7 & 7/B, Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

S. Omny

-(12)-

AND WHEREAS the above named First Party/Owner recorded his name in L.R. record of rights got New L.R. Khatian No. 12175 and also Mutated his name in Naihati Municipality, amalgamated New Holding No. 6, and paid to the relevent Khajna and Taxes upto date in respect of the Schedule Property;

AND WHEREAS the above named First Party/Owner of ALL THAT piece and parcel of land measuring 13.11 Decimal of Bastu land in **THREE DAGS** togetherwith an old delapidated Pucca Building standing thereon,

PART -I land measuring 07.27 Decimal, comprised in R.S. Dag No. 808 corresponding to L.R. Dag No. 1296 under R.S. Khatian No. 600 corresponding to OWN L.R. Khatian No. 12175 laying and situated at Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No.8 New Ward No.16, Abhoy Ghosh Road, Holding No. 6, within the Jurisdiction of Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

PART -II comprised in R.S. Dag No. 808/2675 corresponding to L.R. Dag No. 1298 land measuring 03.99 Decimal AND comprised in R.S. Dag No. 809 corresponding to L.R. Dag No. 1299 land measuring 01.85 Decimal, under R.S. Khatian No. 600 & 601 corresponding to OWN L.R. Khatian No. 12175 laying and situated at Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 8 New 16, Abhoy Ghosh Road, Holding No. 6, within the Jurisdiction of Additional District Sub-Registration Office at Naihati, District North 24-Parganas, more-fully described in the schedule "A" below, and have been possessing, occupying and enjoying the same freely, openly, peacefully and without any objection and/or interruption whatsoever having permanent, heritable and transferable right title and interest therein;

S. Ainy

AND WHEREAS, being the owners in such possession, the land owner/First party have decided to construct a Ground +4 storied Commercial, residential building, comprised of several separate flats/Shop through an experienced builder/developer at the cost of the builder/developer in and over the below schedule "A" land by demolishing the old structure standing thereon and, consequently, have declared his aforesaid decision.

AND WHEREAS, the developer/Second Party, having expertise in the construction of building at its cost, has approached the land owner/First party to appoint the developer/Second party as "BUILDER & DEVELOPER" to construct the proposed Ground +4 Storied building or any other storied as may be Sanctioned by the Naihati Municipality and considering the approach of the developer/Second party, the land owner/First party have agreed, by accepting the proposal, to appoint the developer/Second party as "BUILDER & DEVELOPER" to construct, at the cost of the developer/ Second party, the proposed Ground +4 Storied building or any other storied as to be sanctioned by the Naihati Municipality in and over the below Schedule "A" land after dismantling the existing standing structure.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance, the parties of both the parts have entered into this Deed of Agreement to record the terms and conditions as agreed by and between themselves and also bind themselves with the said terms and conditions as hereinafter appearing;

ARTICLE: I-DEFINATION

A. That the word "OWNER" shall mean **SRI TAPAS KUMAR BASU** son of Late Kamal Kumar Basu, by Caste Hindu, by Nationality Indian,

S. D. Singh

by Occupation Retired, resident of 6, Abhay Ghosh Road, Post Office & Police Station-Naihati, District-North 24-Parganas, West Bengal, And his heirs, executors, successors, legal representatives, administrators and assigns.

B. That the word "DEVELOPER" shall mean **SHARMA SARKAR CONSTRUCTION PVT. LTD.** (PAN : ABCCS9846G), The Corporate Identity Number of the company is U45309WB2019PTC234967, a private limited concern having its registered Office at 558 R.B.C Road, Post Office Hazinagar, P.S. Naihati, District North 24 Pargansa. Pin 743135, duly represented through one of its director **SRI. INDRAJIT SHARMA SARKER**, son of Late Jogadhir Sarma Sarkar, by faith - Hindu, by Occupation -Business, residing at Post Office Fingapara, Police Station Jagatddal, District North 24 Parganas, PIN - 743129, West Bengal, hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which expression shall unless otherwise excluded by or repugnant to the context its heirs, executors, successors-in-office, legal representatives, administrators and assigns) of the **OTHER PART**.

C. That the word "LAND" shall mean all that piece and parcel of land as described in the schedule "A" below.

D. That the word "BUILDING" shall mean Ground + 4 Storied building of any other storied to be approved by the Naihati Municipality dated 28/08/2019 vide Sanction site Plan permit No.24370

E. That the word "BUILDING PLAN" shall mean the plan including renewal revised and/or modified for the construction of the building duly approved/sanctioned by the Naihati Municipality.

F. That the word "COMMON FACILITIES/AREA" shall mean the facilities and area as are described in the schedule "C" herein below.

G. That the word "SALEABLE SPACE" shall mean the space in the proposed building available for the developer/Second party as DEVELOPER'S ALLOCATION.

S. P. Singh

ARTICLE: 2 - RIGHTS AND OBLIGATIONS OF THE LAND OWNER/FIRST PARTY

A. That the land owner/First party shall be entitled to get as OWNER ALLOCATION, in consideration of having agreed to appoint the developer/Second party as "BUILDER & DEVELOPER" to construct as its cost the proposed Ground +4 Storied residential building or any other storied as to be sanctioned by the Naihati Municipality in and over the below schedule "A" land after dismantling the existing standing structure and in lieu of the said land and structure, the Flat/Premises as fully described in the schedule "B" below and the monetary benefit as hereinafter appearing.

B. That the land owner/first party shall be entitled to get ALL FLAT of the SECOND FLOOR (with common corridor, stair & Lift facilities) AND One FLAT on the North Western side AND Four GARAGES on the Road side of the GROUND FLOOR of the "A" Schedule property as categorically specified under the land OWNERS ALLOCATION in schedule "B" below within the stipulated time as hereinafter appearing.

C. That the land owner/first party shall hand over physical possession of the below schedule "A" property unto the developer/second party simultaneously with the execution of the present indenture.

D. That the land owner/ first party shall have no claim in the existing old structure after the below schedule "A" property is handed over to the developer/second party for the proposed construction of the building by demolishing the old structure and the land owner / first party shall raise no objection in the event of demolishing the old structure by the developer/ second party at its own cost and also in the event of taking/selling the demolished materials by the developer / second party.

S. Chiu

E. That the land owner/ first party shall execute a Development Power of Attorney simultaneously with the execution of the present indenture, authorizing the developer/ second party and empowering its partner to do all acts, deeds in relation to construct the proposed building on the land mentioned in schedule "A" below and to make agreement/s with the intending buyer/s of respective flats except Flats/premises comprised in OWNERS ALLOCATION. The land owner/ first party shall have no right to revoke the said General Power of Attorney till the date of fulfillment/completion of each and every terms and conditions of the present indenture. That the said Development Power of Attorney shall under no circumstances create/give rise to in favor of the developer / second party the power to sale the right title and interest of the land owner/ first party in the proposed building.

F. That the land owner /first party shall have to sign on the proposed building plan including revised or modified plan to be prepared by the developer/second party for sanctioning/approving by the Naihati Municipality, other applications, deeds and documents to be required by the developer/second party from time to time for smooth running of proposed construction work. That the land owner/first party shall act and extend all sorts of co-operation for completion of building within the stipulated period, as hereinafter appearing. That the land owner/first party shall provide the original documents with regard to the schedule "A" property to the developer/ second party as and when required by the developer/second party for any purpose in connection with the proposed construction work and shall be returned by the developer/second party on the fulfilment of the particular purpose.

S. Singh

G. That all dealing by the developer/ second party in respect of the construction of the proposed building shall be in the name of the land owner/first party but the land owner/first party shall have no liability, responsibility whatsoever in case of any untoward happenings during the course of construction of the proposed building by the developer/ second party.

H. That the land owner/ first party declare that he has good right and full power and absolute authority to enter into this agreement with the developer/ second party and the land owner/first party hereby undertake to indemnify and keep indemnified the developer/second party from and against any and all third party claims, actions and demands whatsoever in respect of the land in and over which the proposed construction shall be made. The land owner/first party declare that the land described in the schedule "A" below is free from all encumbrances, charges, impendence whatsoever and the said land is not affected by Urban Land (Ceiling & Regulations) Act, 1976 and neither affected under any acquisition or requisition by any Government or Non-government authority concerned nor it is affected by any scheme of alignment. The land owner/ first party have got saleable and marketable right, title and interest over the schedule "A" property and he undertake not to create any encumbrances and charges on the said land otherwise in the manner stated hereinabove.

I. That the land owner/first party hereby agreed and covenant with the developer/second party not to cause any interference or hindrance in the process of construction of the proposed building by the developer/second party.

J. That the land owner/first party hereby agreed and covenant with the developer/second party not to do any act or thing whereby the developer/second party shall be prevented from selling, assigning and/or disposing of the DEVELOPER'S ALLOCATION, hereinafter appearing, in the proposed new building.

S. Dinn

ARTICLE : 3 - RIGHTS AND OBLIGATIONS OF THE DEVELOPER/SECOND PARTY

- A. That the developer/Second party shall be entitled to get as DEVELOPER'S ALLOCATION, in consideration of construction as "BUILDER & DEVELOPER" at its own cost the proposed Ground +4 Stories building or any other storied as to be sanctioned by the Naihati Municipality in and over the below schedule "A" land after dismantling the existing standing structure and in lieu of the said monetary investment, the Flat/Shop/Commercial Place area in the proposed new building save and except the Flat/Shop/Commercial Place area comprised in OWNERS ALLOCATION.
- B. That the developer/second party shall be entitled to demolish the existing structure, standing on the said land upon which the new building shall be constructed getting the vacant possession of the same and shall be entitled to retain the sale proceeds of the demolished building materials.
- C. That the developer/ second party hereby granted by the land owner/first party the right to construct the proposed Ground +4 Storied residential building or any other storied as to be sanctioned by the Naihati Municipality in and over the below schedule "A" land after dismantling the existing standing structure in accordance with the Building Plan to be sanctioned by the appropriate authority.
- D. That the developer/ second party shall prepare the Building Plan for construction of the proposed Ground +4 Storied building or any other storied as to be sanctioned by the Naihati Municipality in and over the below schedule "A" land after dismantling the existing standing structure at its own cost, if necessary a revised or modified Building Plan for Ground +4 Storied building or any other storied as to

S. Q. M. N.

be sanctioned by the Naihati Municipality at its own cost and shall submit the same duly signed by the land owner/ first party or by the constituted attorney of the land owner/ first party to the Naihati Municipality for sanction/approval.

E. That the developer/ second party shall bear all the costs/charges to be payable to the Naihati Municipality for obtaining approved Building Plan. The developer/second party shall also pursue and shall give its utmost effort for sanctioning the Building Plan and the land owner/first party shall not in any way create any obstruction in such procedurc.

F. That the developer/second party shall bear all costs in constructing the proposed building in accordance with the sanctioned/approved Building Plan and the land owner/ first party shall have no liability to bear any amount in the process of construction of the said proposed building.

G. That the developer/second party shall appoint Architect, masons workmen/labours, at its own choice and shall bear all expenses therefore. The land owner/first party shall have the right to inspect the work progress at any reasonable time and shall have the right to complain in case of any irregularities in the process of said construction work.

H. That the developer/second party shall have the right to get temporary electric connection from the concerned authority and to get other facilities which shall be required for smooth functioning of the construction work and the land owner/first party shall have to execute necessary paper to that effect if required. The consumption charges of existing electric connection, if used by the developer/ second party, shall be paid by the developer/ second party.

S. Chatterjee

- I. That the developer/second party shall be exclusively entitled to the DEVELOPER'S ALLOCATION in the new building with exclusive right to transfer the same to the third parties without affecting the right and interest of the land owner/first party in the said new building and the land owner/first party shall have no right to disturb in any way the process of transferring by the developer/ second party its allocation to the third party/ies provided the developer/ second party delivers possession to the land owner/first party their allocation in respect of Flat/Premises and also fulfils the condition of monetary benefit as enumerated in schedule "B" hereunder, before selling any portion of DEVELOPER'S ALLOCATION to intending purchaser's by the developer/second party the land owner/ first party shall be liable to execute and register proper deeds, at the cost of the intending purchaser/s or at the cost of the developer/ second party, in favour of any person/s as per direction of the developer/ second party.
- J. That the DEVELOPER'S ALLOCATION shall include the proportionate and indivisible share of the land upon which the new building shall stand and shall also include the common facilities and area, hereinafter appearing, the said proposed new building.
- K. That the developer/second party shall pay and bear the required taxes in respect of the property mentioned in schedule "A" below as from the date of taking possession of the same and the developer/ second party shall bear the requisite fees for getting the property mutated in the name of the land owner/first party.
- L. That the developer/ second party shall inform in writing the land owner /first party, as soon as the building plan is sanctioned by the Naihati Municipality, as to the number of storey that would be sanctioned by the Naihati Municipality in the proposed building plan to be submitted for approval.

3. Chinn

ARTICLE: 4 - CONDITION/ STIPULATED PERIOD FOR DELIVERY OF FLAT/ PREMISES, COMPRISED IN THE OWNERS ALLOCATION, TO THE LAND OWNER/ FIRST PARTY BY THE DEVELOPER/ SECOND PARTY

A. That the developer/second party shall deliver the allotted flat/premises, comprised in the owners allocation, to the land owner/ first party within 30 (Thirty) months from the date of sanction of building plan of the proposed building by the Naihati Municipality. That the developer/second party shall take all reasonable steps for getting the said building plan sanctioned at the earliest by applying the same without any delay with the execution of the present indenture and the land owner/ first party shall, if asked by the developer/ second party, shall cooperate with the developer /second party in this regard. The time of completion of the proposed building shall be strictly observed and followed being the "ESSENCE OF THE CONTRACT", subject to the unavoidable circumstances beyond the control of the developer/Second party, preventing carrying on the construction work, like flood, earthquake, riot, indefinite strike, serious labour problems in general etc., or any other unavoidable circumstances due to the Act of God, and in the event the developer/ second party shall not be liable for breach of contract due to suspension of the present indenture during the period continuance of such unavoidable circumstances as additional time for completion of the proposed building as well as additional time for delivering the allotted flat/Commercial Space/Shop room, comprised in the owners allocation, to the land owner/first party.

B. That as soon as the proposed building is completed on the land of the land owner/ first party within the time as mentioned above, the developer/ second party shall issue 15 days notice to the land owner/ first party asking them to take possession of the flats/ premises, comprised in the owners allocation, in the said new building and the land owner/ first party shall take possession of their flat/premises within such period from the developer/ second party.

S: *Ming*

C. That on completion of the proposed building as well as delivery of the flat/premises, comprised in the owner's allocation, to the land owners/ first parties by the developer/ second party, the land owner/ first party shall execute and register sale deed in favour of the Third party/ Buyers of the flats from the DEVELOPER'S ALLOCATION in the said new building on the request and demand of the developer/ second party and the developer/ second party shall have all right to realize the total consideration at its sweet will and in that event the land owner/ first party shall have no right to claim any amount as share of the consideration. The land owner/first party shall have no right to nominate/choose the said Third party/ Buyers of the flats from the DEVELOPER'S ALLOCATION.

ARTICLE : 5 - MATERIALS TO BE USED FOR CONSTRUCTION OF THE PROPOSED BUILDING

That the developer/ second party shall construct the proposed building with standard materials having I.S.I and under good supervision and also according to specification of Flat, more-fully described in the schedule "D" below, for the flat/premises comprised in owners allocation. The developer/ second party shall have all responsibility to use the building materials. The land owner/ first party shall not be liable for any defect in respect of the use of the building materials.

ARTICLE: 6 - PAYMENTS TO BE MADE BY THE DEVELOPER/ SECOND PARTY TO THE LAND OWNER /FIRST PARTY

That in consideration of having agreed to appoint the developer/ second party as "BUILDER & DEVELOPER" to construct at its own cost the proposed Ground+4 Storied residential building or any other storied as to be sanctioned by the Naihati Municipality in and over the below schedule "A" land after dismantling the existing standing structure and in lieu of the said land and structure, the land owner/ first party shall

E. Anur

be entitled to get from the developer/ second party and the developer/Second party shall be liable to pay to the land owner/ first party ALL FLAT of the SECOND FLOOR (With common corridor, stair & Lift facilities) AND One FLAT on the North Western side AND Four GARAGES on the Road side of the GROUND FLOOR as without monetary benefit in addition to the flat/premises comprised in owners allocation;

ARTICLE: 7 RESTRICTIONS

A. That the developer/second party shall abide by all laws, rules and regulations of Government Local Bodies and other authorities and shall remain answerable and responsible for any deviation violation and for breach of any laws, building rules and regulations.

B. That the land owner/first party shall have no right to obstruct or shall not be the cause of any hindrance in the process of construction work by any manner whatsoever.

C. That the land owner/ first party, being the land owners, shall not be permitted to carry on any illegal and/or immoral trade or activity or create any nuisance from his portion of allocation in the proposed new building causing hazard to the other occupiers of the said building from the developer's allocation and shall also not disturb the other occupiers of the said building in enjoying his separate flat/unit peacefully and in the same fashion the developer/ second party shall make sure that the land owner/first party shall not be disturbed in peaceful enjoyment of his allocation by the other occupiers of the said new building.

D. That the land owner/ first party, being the land owners, shall not be permitted to damage any portion of the new building causing material defect in the same and in the same fashion the developer/Second party shall make sure that the other occupier of the said new building from developer's allocation shall not damage any portion of the new building causing material defect in the same.

S. Chinn

E. That the land owner/ first party and the other occupiers of the said new building from developer's allocation shall have no right to make or raise any further construction in the said new building save and except interior decoration by the owner of each flat/unit.

F. That the land owner/ first party shall abide by all bye laws, rules and regulations of associations/society that may be formed by the other owner of flat in the said new building.

G. That the land owner/ first party shall not be permitted to transfer/alienate the developer's allocation or any part thereof to any person/s by any means such as sale, gift, lease, mortgage etc., and shall also not be able to let-out the same and/or create any charge thereon.

H. That the parties of both the parts hereof shall abide by all the terms and conditions of the present indenture to give the ultimate shape of the purpose of the present indenture and in case of default, the defaulting party shall be liable for damage and compensation for breach of contract.

ARTICLE: 8 LIABILITY/ RESPONSIBILITY :

A. That the Income Tax clearance in respect of sale or transfer of flat and other space from the developer's allocation shall be borne by the developer/ second party and the land owner/ first party shall have no responsibility to bear any income tax or any other taxes or charges in the present project.

B. That it shall be the liability and responsibility of the developer/ second party to obtain building completion certificate of the proposed new building from the Naihati Municipality at its own cost.

S. Ghimay

C. That only the developer/ second party and not the land owners / first party shall remain liable to the third party for any breach of commitment by the developer/ second party with the third party concerned.

D. After execution of the present indenture if any third party create any obstruction, court case etc., land owner/ first party shall have no liability to bear any amount for this purpose, and the developer/ second party shall bear all costs.

ARTICLE: 9 - INDEMNITIES

A. That the land owner/ first party shall only keep the right, title and interest upon their allotted flats, more-fully described in the schedule "B" below, and the land owner /first party shall have all right to get separate holding number for their allotted flats from Naihati Municipality at their own cost and in the same way the developer/second party and the Third Party/Buyers shall keep the right, title and interest upon the rest portion/s of the said building and shall have all the right to get separate holding number/s respectively from Naihati Municipality at their own cost.

B. That the land owner/first party hereby undertake that the developer/ second party shall be exclusively entitled to enjoy the DEVELOPER'S ALLOCATION without any interference and/or disturbance by the land owners/ first parties provided the developer/ second party performs its part with regard to the present indenture.

C. That the developer/ second party hereby undertakes to keep the land owner/ first party indemnified against all third parties claim arising out of any act or omission from the part of the developer/ second party. The developer/ second party hereby also undertakes to keep the land owners/ first parties indemnified against all actions, suits, costs, proceedings and claims that may arise with regard to the development of the proposed building.

S. Arun

ARTICLE: 10 - GENERAL CLAUSES

A. That the land owner/ first party and the developer/second party have entered into the present indenture purely as a contract and nothing contained herein shall be deemed to be construed as partnership as between the land owner/ first party and the developer /second party.

B. That nothing contained in the present indenture shall create any right, title and interest in favor of the developer/Second party in respect of the schedule "A" property save and except the right to use the schedule "A" property for construction of the proposed building at the cost of the developer/ second party in consideration of the DEVELOPER'S ALLOCATION.

C. That the developer/Second party shall not create any financial liability on the land owner/ first party or shall not be entitled to create any sort of charges on the schedule "A" property in the event of taking/borrowing money from any financial institution for the purpose of construction of the proposed building through financial help.

D. That the developer/ second party shall have the right to advertise the project under these presents at its own cost for publicity of the same by affixing signboard, hoarding etc. in and around the schedule "A" property during the subsistence of the present indenture.

E. That proposed building shall be a residential building with Parking Spaces/Commercial space in Ground floor.

F. That the developer/ second party has entered into the present indenture with the land owner/first party after being satisfied about the proper and absolute title of the land owner/ first party.

S. D. S. S.

G. That the developer/ second party shall not be able to engage any other builder/ developer for construction of the proposed building and, thereby, shall not be entitled to transfer the benefit of the present indenture.

H. That the land owner/ first party shall enter into the agreement for sale with respective buyer/s of flat/s comprised in DEVELOPER'S ALLOCATION, being the land owners, as per request and demand by the developer /second party.

I. That all expenses incidental to the present indenture and the requisite Stamp Duty and Registration Charges with regard to the transfer of ownership of the respective flat/s comprised in DEVELOPER'S ALLOCATION, shall be borne by the developer/ second party or its nominees or by the respective buyer/s;

J. That the present indenture shall be deemed to have commenced with effect from the date of execution and registration of the same.

K. That the execution of the Development Power of Attorney by the land owner/ first party in favour of the developer/ second party, simultaneously with the execution of the present indenture, shall not in any manner create any financial or legal liability upon the land owner/ first party or shall not transfer any right, title and interest of the land owner/ first party in respect of the schedule "A" property to and in favor of the developer/ second party.

The execution of the said Development Power of Attorney shall only be for smooth functioning of the present project which is the subject matter of the present indenture.

L. The present indenture shall bind all the legal heirs, successors, successors-in-office, executors, representatives of the parties of both the parts hereof.

S. Chinn

SCHEDULE "A" ABOVE REFERRED TO :
(Description of the land on which the proposed
building shall be constructed),

ALL THAT piece and parcel of land measuring 13.11 Decimal of Bastu land in **THREE DAGS** Togetherwith an old delapidated Pucca Building measuring 200 Square feet standing thereon,

PART -I land measuring 07.27 Decimal, comprised in R.S. Dag No. 808 corresponding to L.R. Dag No. 1296 under R.S. Khatian No. 600 corresponding to OWN L.R. Khatian No. 12175 laying and situated at Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No.8 New Ward No.16, Abhoy Ghosh Road, Holding No. 6, within the Jurisdiction of Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

PART -II comprised in R.S. Dag No. 808/2675 corresponding to L.R. Dag No. 1298 land measuring 03.99 Decimal AND comprised in R.S. Dag No. 809 corresponding to L.R. Dag No. 1299 land measuring 01.85 Decimal, under R.S. Khatian No. 600 & 601 corresponding to OWN L.R. Khatian No. 12175 laying and situated at Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 8 New 16, Abhoy Ghosh Road, Holding No. 6, within the Jurisdiction of Additional District Sub-Registration Office at Naihati, District North 24-Parganas,

The Sixteen annas land is butted and bounded as follows:-

ON THE NORTH : H/O. MANAS KR. BASU & MUNICIPAL LANE

ON THE SOUTH : H/O. P. MUKHERJEE

ON THE EAST : ABHOY GHOSH ROAD

ON THE WEST : H/O. N. MUKHERJEE & MUNICIPAL LANE

C. D. Singh

SCHEDULE "B" ABOVE REFERRED TO :

(Description of the owner's allocation in the proposed new building)

1. The land owner/first party get ALL FLAT of the SECOND FLOOR (which common corridor, stair & Lift facilities) AND One FLAT on the South Western side AND Four GARAGES on the Road side of the GROUND FLOOR for the Party of the First Part, of Total Construction work allotted and another the Second Party /Developer will get balance proposed Flat property of first, third and fourth floor AND one flat in North Western side in Ground Floor and remaining Garages in the Ground Floor of the proposed new building identified by "PUSHPA KAMAL APARTMENT" to be constructed on the Schedule - "A" land as aforesaid, together with proportionate undivided shares of said "A" schedule land measuring 13.11 Decimal, along-with the right of undivided proportionate interest in the common areas and facilities as fully described in the Schedule - "C" below, share of passage for ingress and egress of the building in according to the specification of building and flat described in schedule "D" below of the proposed new building.

SCHEDULE "C" ABOVE REFERRED TO :

(Description of common facilities, common areas and common users to be enjoyed by the land owner/first party along-with their respective flats and with the other occupiers of the proposed building)

- 1) Common Passage of the Building, Road and pathways to be used as entrance to and exit from the flat to the Municipal Road without any interruption or hindrances whatsoever.
- 2) Staircases and landing on all floors;
- 3) Drainage, safety tank and soak pit well;
- 4) Installation of common services;
- 5) Lift;
- 6) Boundary wall and main gate;

S. A. Iyer

- 7) Water pump, water supply, water pipes (in outer side);
- 8) Foundation, Plinth, Common Walls, Girders, Rafters and all other supporting structures including Drains, Sewers including top roof of the building;
- 9) The land left, vacant by the boundary wall in conformity with the rules and regulations of the Naihati Municipality and as shown in the Building Plan.
- 10) Electrical wiring, meter and fittings (if any) excluding those that may be installed for any particular purpose or for any particular flat.
- 11) Generally all other parts of the property necessary or for its existence, maintenance or safety or normally in common use and also the common vacant space etc. including the proportionate share of land as described in Schedule-"A" above.

SCHEDULE-"D" ABOVE REFERRED TO :

(Specification of Flat and Building)

1. Structure : R.C.C. Foundation and R.C.C. structure.
2. Brick work : 10" outside 5" inside partition wall (as Necessary).
3. Doors : Door fame of Saal wood, Door Shutter of Flash Door, Bathroom frame and Door of PVC.
4. Window : Grill fitted Sliding Aluminium window with full Glass.
5. Floor : All marble/tiles floor with 4" skirting on all sides
6. Toilet : Marble/Tiles floor and wall with white glazed Tiles upto 5" (Five feet) height.
7. Kitchen : Kitchen slab of black stone and One sink of Stainless steel wall above slab upto 2" height with glazed tiles and marble floor and two taps.
8. Dining Room : One white Basin.
9. Electricals : 5 Points in each Bed Room and Drawing cum Dining room, 2 points in toilet, 4 points in Kitchen, 1 Bell point, exhaust hole and point, all concealed wiring.
10. Sanitary : (i) One white commode in Toilet, 3 water Points in toilet.

S. Anny

-(31)-

- (ii) One white commode and two water points in W/C.
11. Painting : Inside wall with plaster of paris in each flat and Outside wall with cement paint.
12. Water supply : Common overhead tank and distribution of Water in each floor from down pipe of PVC From deep tube well through pump.
13. Staircase : Yellow mosaic white wash in staircase inside Wall.
14. Door Windows : Main doors shall be provided by one view And Fittings Finder, Steel Aluminium Tower bolt, handle And all inside doors provides with necessary Aluminium/steel fittings.

IN WITNESS WHEREOF the parties of both the parts hereunto set and subscribed their respective hands on this deed of agreement on the day, month & year first above written.

WITNESS:-

1. *Pradosh Kumar Bose*
Naihati

2. *Dilip Mukherjee*
Naihati

Tapas Kumar Banerjee

SIGNATURE OF THE LAND
OWNER/FIRST PARTY

SHARMA SARKAR CONSTRUCTION PVT. LTD.
Indrajit Sharma Sonowar

DRAFTED & PREPARED BY :

Subhabrata Biswas

SRI SUBHABRATA BISWAS

DEED WRITER,

A.D.S.R. OFFICE, NAIHATI,
Licence No. W.B.XII-38

SIGNATURE OF THE DEVELOPER
SECOND PARTY

Typed by :
Kartick Ch. Banerjee
Sri Kartick Ch. Banerjee
BHATPARA

THE PLAN FOR DEVELOPMENT AGREEMENT AT HOLDING NO.- 06, ABHOY GHOSH ROAD, ROAD NO.:- 16, (NEW) UNDER THE NAIHATI MUNICIPALITY, MOUJA :- NAIHATI, J.L. NO.- 03, DAG NO.- R.S.: - 808, 809, 808/ 2675, DAG NO L.R. :- 1296,1298,1299, KHATIAN NO :- L.R.:- 12175, P.S. NAIHATI, DISTRICT - NORTH 24 PARGANAS.

SCALE: 1:200

NAME OF LAND OWNER'S	DAG NO:	LAND AREA
TAPAS KUMAR BASU	R.S. = 808, L.R. = 1296	07.27 DECIMAL
	R.S. = 808/ 2675, L.R. = 1298	03.99 DECIMAL
	R.S. = 809, L.R. = 1299	01.85 DECIMAL
TOTAL LAND AREA		13.11 DECIMAL

TOTAL COVERED AREA : 200.00 S.FT (PUCCA)

LAND OWNER
TAPAS KUMAR BASU

NAME OF DEVELOPER
SHARMA SARKAR CONSTRUCTION PVT. LTD.

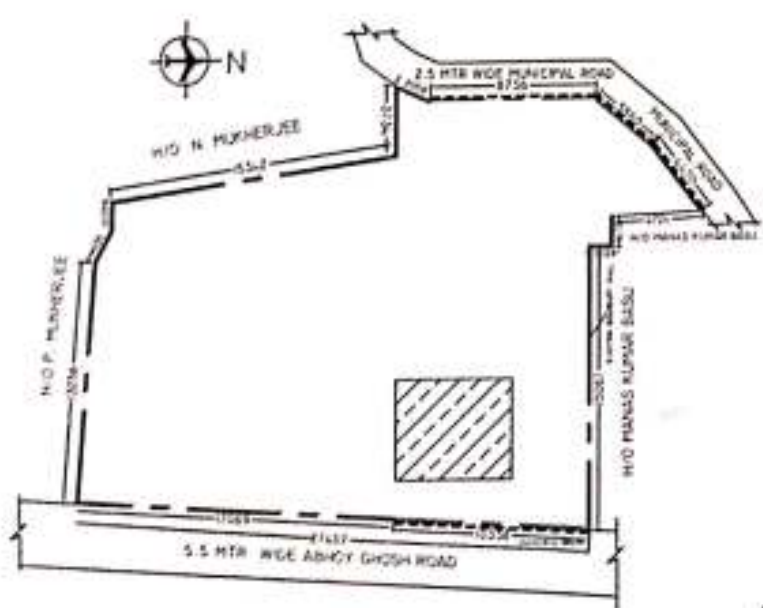
Tapas Kumar Basu

SHARMA SARKAR CONSTRUCTION PVT.LTD.
Indrajit Sharma Sarkar.

Director

SIG. OF OWNER

SIG. OF DEVELOPER



Shakeel Alam
Shakeel Alam
D.C.E.
L.B.S., Naihati Municipality
Regd. No. - LBS/NHT/200/2713619

DRAWN BY

N.B. :- ALL MEASUREMENT & INFORMATION SUPPLIED BY OWNER'S

१६

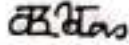
स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ADLPB0896M

नाम / NAME
TAPAS KUMAR BASU

पिता का नाम / FATHER'S NAME
KAMAL KUMAR BASU

जन्म तिथि / DATE OF BIRTH
23-08-1954

हस्ताक्षर / SIGNATURE
Tapas K. Basu


 आयकर अधिकारी, प.४.५१
 COMMISSIONER OF INCOME-TAX, W.B. - XI

Tapas Kumar Basu

इस कार्ड के खो / गिर जाने पर कृपया जल्दी करने वाले प्राधिकारी को सूचित / वापस कर दें।
संयुक्त आयकर आयुक्त (पदाति एवं तकनीकी),
पी-७,
चौरंगी स्क्वायर,
कलकत्ता - ७०० ०६९.

In case this card is lost/found, kindly inform/return to the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.*



ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
ABCCS9846G

नाम / Name

SHARMA SARKAR CONSTRUCTION PRIVATE LIMITED

निगमन/गठन की तारीख

Date of Incorporation / Formation

26/11/2019



Signature Not Verified

Digitally signed by Income Tax
PAN Services Unit, NSDL
eGovernance
Date: 2019.12.17 05:39:03
GMT+05:30
Reason: NSDL ePAN Sign
Location: Mumbai

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, देका चकावा, सूचना के मिलान और इलेक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल हैं।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962)
आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उद्धरण अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B. का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card".
संलग्न पैन कार्ड में एनहांस क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut



Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, click [here](#)

आयकर विभाग
INCOME TAX DEPARTMENT
INDRAJIT SHARMA SARKER
KOGADHIR SHARMA SARKAR
02/09/1970

ALP55249D
Indrajit Sharma Sarkar

भारत सरकार
GOVT. OF INDIA



Indrajit Sharma Sarkar.



भारत के निर्वाचन आयोग
भारत के निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
IDENTITY CARD
FKY0569749



निर्वाचक नाम : दिलीप मुखर्जी

Elector's Name : Dilip Mukherjee

पिता का नाम : कमलकांति मुखर्जी










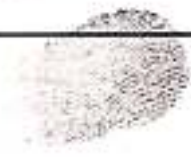












Father's Name : Kamalkanti Mukherjee

लिंग / Sex : पुरु / M

जन्म तिथि / Date of Birth : XX / XX / 1974

Dilip Mukherjee

অতিরিক্ত জেলা অধিবনিক, নৈহাটী।

বাম হস্তের টিপ		নং ক্রেতা/বিক্রেতা, দাতা/গ্রহীতা		ডান হস্তের টিপ
	কনিষ্ঠা	স্বাক্ষর- Tapas Kumar Basu  Tapas Kumar Basu উক্ত বাম এবং ডান হস্তের টিপগুলি আমার স্বাক্ষর-	কনিষ্ঠা	
	অনামিকা		অনামিকা	
	মধ্যমা		মধ্যমা	
	তর্জনী		তর্জনী	
	বৃদ্ধা		বৃদ্ধা	
বাম হস্তের টিপ		নং ক্রেতা/বিক্রেতা, দাতা/গ্রহীতা		ডান হস্তের টিপ
	কনিষ্ঠা	স্বাক্ষর- Gndrajit Sharma Sanyal.  Gndrajit Sharma Sanyal. উক্ত বাম এবং ডান হস্তের টিপগুলি আমার স্বাক্ষর-	কনিষ্ঠা	
	অনামিকা		অনামিকা	
	মধ্যমা		মধ্যমা	
	তর্জনী		তর্জনী	
	বৃদ্ধা		বৃদ্ধা	

Major Information of the Deed

Deed No :	I-1507-08572/2019	Date of Registration	13/12/2019
Query No / Year	1507-0001902828/2019	Office where deed is registered	
Query Date	11/12/2019 4:58:40 PM	A.D.S.R. NAIHATI, District: North 24-Parganas	
Applicant Name, Address & Other Details	S Biswas Naihati, Thana : Naihati, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830067398, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 5,50,000/-	Rs. 76,88,250/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



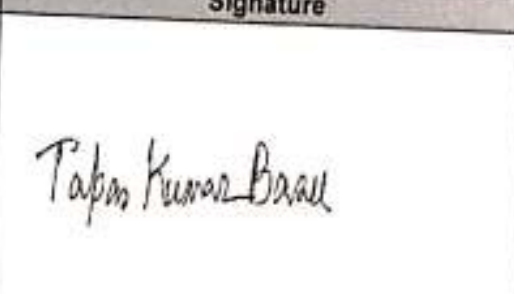
District: North 24-Parganas, P.S:- Naihati, Municipality: NAIHATI, Road: Abhoy Ghosh Road, Mouza: Naihati, JI No: 3, Pin Code : 743165

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1296	LR-12175	Bastu	Bastu	7.27 Dec	3,00,000/-	41,80,250/-	Property is on Road
L2	LR-1298	LR-12175	Bastu	Bastu	3.99 Dec	1,00,000/-	22,94,250/-	Property is on Road
L3	LR-1299	LR-12175	Bastu	Bastu	1.85 Dec	1,00,000/-	10,63,750/-	Property is on Road
TOTAL :					13.11Dec	5,00,000 /-	75,38,250 /-	
Grand Total :					13.11Dec	5,00,000 /-	75,38,250 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3	200 Sq Ft.	50,000/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		200 sq ft	50,000 /-	1,50,000 /-	



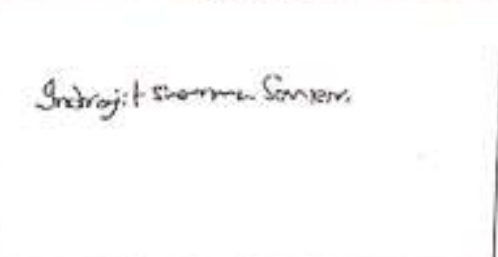
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr TAPAS KUMAR BASU (Presentant) Son of Late KAMAL KUMAR BASU Executed by: Self, Date of Execution: 13/12/2019 , Admitted by: Self, Date of Admission: 13/12/2019 ,Place : Office	Photo  13/12/2019	Finger Print  LTI 13/12/2019	Signature  13/12/2019
6, ABHAY GHOSH ROAD, P.O:- NAIHATI, P.S:- Naihati, District:-North 24-Parganas, West Bengal, India, PIN - 743165 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADLPB0896M,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 13/12/2019 , Admitted by: Self, Date of Admission: 13/12/2019 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	SHARMA SARKAR CONSTRUCTION PVT. LTD 558 RBC ROAD, P.O:- HAZINAGAR, P.S:- Naihati, District:-North 24-Parganas, West Bengal, India, PIN - 743135 , PAN No.:: ABCCS9846G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr INDRAJIT SHARMA SARKER Son of Late JOGADHIR SHARMA SARKAR Date of Execution - 13/12/2019 , Admitted by: Self, Date of Admission: 13/12/2019, Place of Admission of Execution: Office	Photo  Dec 13 2019 1:29PM	Finger Print  LTI 13/12/2019	Signature  13/12/2019
FINGAPARA, P.O:- FINGAPARA, P.S:- Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN - 743129, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SHARMA SARKAR CONSTRUCTION PVT. LTD (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr DILIP MUKHERJEE Son of Mr KAMAL KANTA MUKHERJEE NAIHATI, P.O:- NAIHATI, P.S:- Naihati, District:-North 24-Parganas, West Bengal, India, PIN - 743165			
	13/12/2019	13/12/2019	13/12/2019

Identifier Of Mr TAPAS KUMAR BASU, Mr INDRAJIT SHARMA SARKER

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Mr TAPAS KUMAR BASU	SHARMA SARKAR CONSTRUCTION PVT. LTD-7.27 Dec
Transfer of property for L2		
SI.No	From	To. with area (Name-Area)
1	Mr TAPAS KUMAR BASU	SHARMA SARKAR CONSTRUCTION PVT. LTD-3.99 Dec
Transfer of property for L3		
SI.No	From	To. with area (Name-Area)
1	Mr TAPAS KUMAR BASU	SHARMA SARKAR CONSTRUCTION PVT. LTD-1.85 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	Mr TAPAS KUMAR BASU	SHARMA SARKAR CONSTRUCTION PVT. LTD-200.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Naihati, Municipality: NAIHATI, Road: Abhoy Ghosh Road, Mouza: Naihati, JI No: 3, Pin Code : 743165

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1296, LR Khatian No:- 12175	Owner:তাপস কুমার বসু, Gurdian:মৃত কম কুমা, Address:নিজ , Classification:বাত, Area:0.07270000 Acre,	Mr TAPAS KUMAR BASU
L2	LR Plot No:- 1298, LR Khatian No:- 12175	Owner:তাপস কুমার বসু, Gurdian:মৃত কম কুমা, Address:নিজ , Classification:বাত, Area:0.03990000 Acre,	Mr TAPAS KUMAR BASU
L3	LR Plot No:- 1299, LR Khatian No:- 12175	Owner:তাপস কুমার বসু, Gurdian:মৃত কম কুমা, Address:নিজ , Classification:বাত, Area:0.01850000 Acre,	Mr TAPAS KUMAR BASU

Endorsement For Deed Number : I - 150708572 / 2019

On 13-12-2019

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 11:52 hrs on 13-12-2019, at the Office of the A.D.S.R. NAIHATI by Mr TAPAS KUMAR BASU ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 76,88,250/-

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

Execution is admitted on 13/12/2019 by Mr TAPAS KUMAR BASU, Son of Late KAMAL KUMAR BASU, 6, ABHAY GHOSH ROAD, P.O: NAIHATI, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743165, by caste Hindu, by Profession Retired Person

Indetified by Mr DILIP MUKHERJEE, , Son of Mr KAMAL KANTA MUKHERJEE, NAIHATI, P.O: NAIHATI, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743165, by caste Hindu, by profession Business

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

Execution is admitted on 13-12-2019 by Mr INDRAJIT SHARMA SARKER, PARTNER, SHARMA SARKAR CONSTRUCTION PVT. LTD (Private Limited Company), 558 RBC ROAD, P.O:- HAZINAGAR, P.S:- Naihati, District:- North 24-Parganas, West Bengal, India, PIN - 743135

Indetified by Mr DILIP MUKHERJEE, , Son of Mr KAMAL KANTA MUKHERJEE, NAIHATI, P.O: NAIHATI, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743165, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/12/2019 9:43AM with Govt. Ref. No: 192019200117597761 on 13-12-2019, Amount Rs: 21/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 308625880 on 13-12-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1973, Amount: Rs.5,000/-, Date of Purchase: 13/12/2019, Vendor name: S Samanta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/12/2019 9:43AM with Govt. Ref. No: 192019200117597761 on 13-12-2019, Amount Rs: 5,020/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 308625880 on 13-12-2019, Head of Account 0030-02-103-003-02

Abhisek Banerjee

ABHISEK BANERJEE
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. NAIHATI
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1507-2019, Page from 183619 to 183661
being No 150708572 for the year 2019.



Digitally signed by ABHISEK BANERJEE
Date: 2019.12.17 13:35:18 +05:30
Reason: Digital Signing of Deed.

Abhisek Banerjee

(ABHISEK BANERJEE) 2019/12/17 01:35:18 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. NAIHATI
West Bengal.

(This document is digitally signed.)