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

District Sub-Registrar-II  
Alipore, South 24 Parganas

### DEVELOPMENT AGREEMENT

23 NOV 2015

1. Date : 23.11.2015
2. Place : Kolkata
3. Parties :
  - 3.1 ANUP SARKAR [PAN NO. BCOPS5018P]

09 OCT 2015

PIHAKI CHATTOFADHARY  
Advocate  
Judge's Court, Barasat

ক্রমিক নং: 246  
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হাকড়া এ.ডি.এস. অফিস, জেলা- উত্তর ২৪ পরগণা  
ভেদভাগের নাম স্বপ্না ঘোষ



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District Sub-Register-II  
Alipore, South 24 Parganas

Gopa Dasgupta  
R/o. Late Sanku Ranjan Dasgupta  
29, Surat Pally,  
P.O. P.S. Ninkh.  
Kolkata 700049  
Service

23 NOV 2015

son of Sushil Chandra Sarkar, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Hans Pukur, Green Park, P.O. Joka, P.S. Thakur Pukur, Kolkata - 700 104, District South 24 Parganas, West Bengal.

Hereinafter called and referred to as the **"LANDOWNER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns and nominee or nominees) of the **ONE PART**.

**AND**

3.2 **TIRUPATI CONSTRUCTION [PAN NO. AAGFT7817E]**, a Partnership Firm, having its office address at Ashish Apartment, 3rd Floor, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **SANDIP DAS [PAN NO. AFMPD4516R]**, son of Chakrapani Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Ashish Apartment, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal & (2) **SONJOY CHOWDHURY [PAN NO. AFSPC8362A]**, son of Nirmal Chowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at FB-2/4, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowner and the Developer collectively Parties and individually Party.



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District Sub-Register-II  
Alipore, South 24 Parganas

3 NOV 2015



**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-**

**4. Subject Matter of Development :**

**4.1 Development Project & Appurtenances :**

**4.1.1 Project Property : ALL THAT piece and parcel of land measuring :**

| <u>R.S. Dag</u> | <u>L.R. Dag</u> | <u>R.S. Khatian</u> | <u>L.R. Khatian</u> | <u>Nature of</u> | <u>Land Area</u>        |
|-----------------|-----------------|---------------------|---------------------|------------------|-------------------------|
| <u>No.</u>      | <u>No.</u>      | <u>No.</u>          | <u>No.</u>          | <u>Land</u>      | <u>K - CH - SFT</u>     |
| 315             | 378             | 333                 | 3495                | Sali             | 03 - 02 - 00            |
| 320             | 392             | 422                 | 3495                | Sali             | <del>01 - 02 - 00</del> |
|                 |                 |                     |                     |                  | <del>04 - 04 - 00</del> |

**In total land measuring 4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. be the same a little more or less comprised in R.S. Dag Nos. 315 & 320, L.R. Dag Nos. 378 & 392, under R.S. Khatian Nos. 333 & 422, L.R. Khatian No. 3495, lying and situate at Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. Thakur Pukur, A.D.S.R.O. Behala, within the local limit of formerly Joka 2 No. Gram Panchayet, presently within the local limit of Kolkata Municipal Corporation in Ward No. 144, [Green Park Road], in the District South 24 Parganas, West Bengal, morefully described in the First Schedule hereinafter written.**

**5. Background, Representations, Warranties and Covenants :**

**5.1 Representations and Warranties Regarding Title :** The Landowner has made the following representations and given the following warranties to the Developer regarding title.

**5.1.1 Absolute Ownership of Ajit Kumar Kayal :** One Ajit Kumar Kayal was the absolute owner of land measuring 20 (Twenty) Decimals more or less comprised in R.S. Dag



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District Sub-Register-II  
Alipore, South 24 Parganas

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No. 315 under C.S. Khatian No. 332, R.S. Khatian No. 333, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas, by purchasing the same from one Gayer Ali Molla, Sadek Ali Molla, Abdul Wahed Ali Molla, Sahadat Ali Molla, Yunus Ali Molla, Latina Bibi & Baruni Bibi, by the strength of a Registered Deed of Conveyance, registered on 30.10.1967, registered in the office of the District Sub-Registrar, Alipore, and recorded in Book No. I, Volume No. 104, Pages 133 to 137, being Deed No. 6286 for the year 1967.

5.1.2 **Demise of Ajit Kumar Kayal :** The said Ajit Kumar Kayal died intestate, leaving behind his wife and three daughters, whose names are mentioned below, as his heirs and successors in interest in respect of the aforesaid land, left by the said Ajit Kumar Kayal, since deceased.

| <u>Name of Successors of deceased, Ajit Kumar Kayal</u> | <u>Relationship with deceased</u> |
|---|-----------------------------------|
| Kali Bala Kayal @ Angur Bala Kayal                      | Wife                              |
| Rekha Kayal   | Daughter                          |
| Bela Kayal  | Daughter                          |
| Jharna Kayal  | Daughter                          |

5.1.3 **Absolute Joint Ownership of Kali Bala Kayal @ Angur Bala Kayal 3 & Others :** Thus on the basis of the aforesaid facts and circumstances, the said Kali Bala Kayal @ Angur Bala Kayal, Rekha Kayal, Bela Kayal & Jharna Kayal, became the absolute joint owners of the aforesaid land measuring 20 (Twenty) Decimals more or less comprised in R.S. Dag No. 315 under C.S. Khatian No. 332, R.S. Khatian No. 333, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas.

5.1.4 **Joint Sale by Kali Bala Kayal @ Angur Bala Kayal & 3 Others to Pramila Shil :** The said Kali Bala Kayal @ Angur Bala, Kayal & Rekha Kayal, Bela Kayal & Jharna



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Kayal, successors of Late Ajit Kumar Kayal, jointly sold, transferred and conveyed the aforesaid land measuring 8 (Eight) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less comprised in R.S. Dag No. 315 under R.S. Khatian No. 333, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas, to one Pramila Shil, wife of Late Gobinda Shil, by the strength of a Registered Deed of Conveyance, registered on 20.07.1993, registered in the office of the District Sub-Registrar, Alipore, and recorded in Book No. 1, Volume No. 189, Pages 320 to 327, being Deed No. 9959 for the year 1993.

- 5.1.5 **Sale by Pramila Shil to Netai Das** : The said Pramila Shil out of her ownership, sold, transferred and conveyed land measuring 1 (One) Cottah 9 (Nine) Chittacks 0 (Zero) sq.ft. more or less comprised in R.S. Dag No. 315 under R.S. Khatian No. 333, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas, to one Netai Das, son of Late Gopal Das, by the strength of a Registered Deed of Conveyance, executed on 30.06.2005, registered on 22.07.2005, registered in the office of the District Sub-Registrar, Behala, and recorded in Book No. 1, Volume No. 22, Pages 343 to 348, being Deed No. 1029 for the year 2006.
- 5.1.6 **Registered General Power of Attorney Executed by Netai Das in favour of Tapas Pramanick** : The said Netai Das executed a Registered Deed of General Power of Attorney, appointing one Tapas Pramanick, son of Basudeb Pramanick as his constituted attorney, with power to sell, transfer and convey the aforesaid land and / or any part of it to any third parties. The said General Power of Attorney was registered on 23.02.2009, registered in the office of the District Sub-Registrar, Behala, and recorded in Book No. IV, CD Volume No. 1, Pages 1987 to 1995, being Deed No. 00176 for the year 2009.
- 5.1.7 **Again Sale by Pramila Shil to Arjun Biswas** : The said Pramila Shil out of her ownership, again sold, transferred and conveyed land measuring 1 (One) Cottah 9

(Nine) Chittacks 0 (Zero) sq.ft. more or less comprised in R.S. Dag No. 315 under R.S. Khatian No. 333, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas, to one Arjun Biswas, son of Late Amal Biswas, by the strength of a Registered Deed of Conveyance, executed on 30.06.2005, registered on 22.07.2005, registered in the office of the District Sub-Registrar, Behala, and recorded in Book No. I, Volume No. 22, Pages 349 to 356, being Deed No. 1030 for the year 2006.

- 5.1.8 **Registered General Power of Attorney Executed by Arjun Biswas in favour of the said Tapas Pramanick :** The said Arjun Biswas executed a Registered Deed of General Power of Attorney, appointing the said Tapas Pramanick, son of Basudeb Pramanick as his constituted attorney, with power to sell, transfer and convey the aforesaid land and / or any part of it to any third parties. The said General Power of Attorney was registered on 23.02.2009, registered in the office of the District Sub-Registrar, Behala, and recorded in Book No. IV, CD Volume No. 1, Pages 1996 to 2004, being Deed No. 00177 for the year 2009.
- 5.1.9 **Joint Sale by Netai Das & Arjun Biswas to the present owner, Anup Sarkar :** The said Netai Das and Arjun Biswas through their aforesaid constituted attorney, Tapas Pramanick, jointly sold, transferred and conveyed their total land measuring 3 (Three) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less comprised in R.S. Dag No. 315 under R.S. Khatian No. 333, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas, to the present owner, Anup Sarkar, by the strength of a Registered Deed of Conveyance, registered on 16.12.2009, registered in the office of the District Sub-Registrar-II, South 24 Parganas, and recorded in Book No. I, Volume No. 24, Pages 5008 to 5023, being Deed No. 06370 for the year 2009.
- 5.1.10 **Absolute Ownership of Anup Sarkar under Deed No. 06370 for the year 2009 :** Thus on the basis of the aforesaid deed, bearing Deed No. 06370 for the year 2009,

the said Anup Sarkar, present owner herein, became the absolute owner of the aforesaid total land measuring 3 (Three) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less comprised in R.S. Dag No. 315 under R.S. Khatian No. 333, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas.

5.2 **Absolute Recorded Ownership of Mantajuddin Molla :** One Mantajuddin Molla was the absolute recorded owner of land measuring 123 Decimals more or less comprised in R.S. Dag No. 320 under R.S. Khatian No. 422, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas.

5.2.1 **Demise of Mantajuddin Molla :** The said Mantajuddin Molla died intestate, leaving behind his wife namely Banu Bibi and two sons namely Ramjan Ali Molla & Subid Ali Molla as his heirs and successors in interest in respect of the aforesaid land left by the said Mantajuddin Molla, since deceased, in accordance with Muslim Law of Inheritance i.e. Farayez.

5.2.2 **Absolute Joint Ownership of Banu Bibi, Ramjan Ali Molla & Subid Ali Molla :** Thus after demise of the said Mantajuddin Molla, his successors, the said Banu Bibi, Ramjan Ali Molla & Subid Ali Molla, became the absolute joint owners of the aforesaid land measuring 123 Decimals more or less comprised in R.S. Dag No. 320 under R.S. Khatian No. 422, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas.

5.2.3 **Joint Sale by Banu Bibi, Ramjan Ali Molla & Subid Ali Molla to Gopal Chandra Mondal :** The said Banu Bibi, Ramjan Ali Molla & Subid Ali Molla jointly sold, transferred and conveyed the aforesaid land measuring 123 Decimals more or less comprised in R.S. Dag No. 320 under R.S. Khatian No. 422, in Mouza - Hanspukuria, J.L. No. 20,



Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas, to one Gopal Chandra Mondal, son of Late Abhay Chandra Mondal, by the strength of a Registered Deed of Conveyance, registered on 02.07.1965, registered in the office of the District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 62, Pages 185 to 189, being Deed No. 3501 for the year 1965.

- 5.2.4 **Gift by Gopal Chandra Mondal to Gobinda Mondal :** The said Gopal Chandra Mondal out of his ownership, gifted a land measuring 82 Decimals more or less comprised in R.S. Dag No. 320 under R.S. Khatian No. 422, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas, to his son, Gobinda Mondal, by the strength of a Registered Deed of Gift, registered on 07.06.1994, registered in the office of the District Sub-Registrar, Behala, and recorded in Book No. I, Volume No. 49, Pages 31 to 38, being Deed No. 2411 for the year 1994.
- 5.2.5 **Registered General Power of Attorney Executed by Gobinda Mondal in favour of the Dilip Majumder :** The said Gobinda Mondal executed a Registered Deed of General Power of Attorney, appointing one, Dilip Majumder, son of Late Tarani Majumder, as his constituted attorney, with power to sell, transfer and convey the aforesaid land and / or any part of it to any third parties. The said General Power of Attorney was registered on 13.05.2010, registered in the office of the District Sub-Registrar-II, Alipore, and recorded in Book No. IV, being Deed No. 00318 for the year 2010.
- 5.2.6 **Sale by Gobinda Mondal to the said Anup Sarkar :** The said Gobinda Mondal through his constituted attorney, the said Dilip Majumder sold, transferred and conveyed land measuring 1 (One) Cottah 2 (Two) Chittacks 0 (Zero) sq.ft. more or less comprised in R.S. Dag No. 320 under R.S. Khatian No. 422, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas, to the said Anup Sarkar, present owner herein,



by the strength of a Registered Deed of Conveyance, registered on 18.05.2010, registered in the office of the D.S.R.-II, South 24 Parganas, and recorded in Book No. I, CD Volume No. 17, Pages 2948 to 2961, being Deed No. 04660 for the year 2010.

5.2.7 **Absolute Ownership of Anup Sarkar under Deed No. 04660 for the year 2010 :** Thus on the basis of the aforesaid deed, bearing Deed No. 04660 for the year 2010, the said Anup Sarkar, present owner herein, became the absolute owner of the aforesaid land measuring 1 (One) Cottah 2 (Two) Chittacks 0 (Zero) sq.ft. more or less comprised in R.S. Dag No. 320 under R.S. Khatian No. 422, in Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. formerly Behala presently Thakur Pukur, in the District South 24 Parganas.

5.3 **Absolute Total Ownership of Anup Sarkar under Deed No. 06370 for the year 2009 & Deed No. 04660 for the year 2010 :** Thus on the basis of the aforesaid two deeds, bearing Deed No. 06370 for the year 2009 & Deed No. 04660 for the year 2010, the said Anup Sarkar, present owner herein, became the absolute owner of ALL THAT piece and parcel of land measuring :

| <u>R.S. Dag</u> | <u>R.S. Khatian</u> | <u>Ownership</u>    |
|-----------------|---------------------|---------------------|
| <u>No.</u>      | <u>No.</u>          | <u>K - CH - SFT</u> |
| 315             | 333                 | 03 - 02 - 00        |
| 320             | 422                 | 01 - 02 - 00        |
|                 |                     | 04 - 04 - 00        |

In total land measuring 4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. be the same a little more or less comprised in R.S. Dag Nos. 315 & 320 under R.S. Khatian Nos. 333 & 422, lying and situate at **Mouza - Hanspukuria**, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. Thakur Pukur, A.D.S.R.O. Behala, previously within the local limit of Joka 2 No. Gram Panchayet presently under Kolkata Municipal Corporation in Ward No. 144, in the District South 24 Parganas, West Bengal.

5.3.1 **Record by Anup Sarkar :** The said Anup Sarkar recorded his name in the record of the L.R. Settlement in respect of the aforesaid total plot of land as follows :

| <u>L.R. Khattian No.</u> | <u>R.S. Dag No.</u> | <u>L.R. Dag No.</u> |
|--------------------------|---------------------|---------------------|
| 3495                     | 315                 | 378                 |
| 3495                     | 320                 | 392                 |

6. **Desire of Development of the Land & Acceptance :** The said Anup Sarkar, Landowner herein express his desire to develop the aforesaid plot of land measuring **4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. more or less** by constructing a multi storied building thereon, and the present Developer have accepted the said proposal and the present Landowner has decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

7. **Registered Power of Attorney :** For the smooth running of the said project, the Landowner herein agreed to execute a registered Power of Attorney, by which the Landowner herein has appointed and nominated the said Sandip Das & Sonjoy Chowdhury, Partners of Tirupati Construction, Developer herein, as his Constituted Attorneys, to act on behalf of the Landowner.

8. **DEFINITION :**

8.1 **Building :** Shall mean multi storied building so to be constructed on the schedule property.

8.2 **Common Facilities & Amenities :** Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas (if any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

- 8.3 **Saleable Space** : Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 **Landowners' Allocation** : Shall mean the consideration against the project by the Landowner, morefully described in Second Schedule hereunder written.
- 8.5 **Developer's Allocation** : Shall mean all the remaining area of the proposed multi storied building excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.6 **Architect / Engineer** : Shall mean such person or persons being appointed by the Developer.
- 8.7 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 8.8 **Building Plan** : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the competent authority in the name of the Landowner for construction of the building including its modification and amenities and alterations.
- 8.9 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.

8.10 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

8.11 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.

9. **LANDOWNER'S RIGHT & REPRESENTATION :**

9.1 **Indemnification regarding Possession & Delivery** : The Landowner is now seized and possessed of and / or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

9.2 **Free From Encumbrance** : The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

10. **DEVELOPER / PROMOTER'S RIGHTS :**

10.1 **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

10.2 **Right of Construction** : The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

10.3 **Construction Cost** : The Developer shall carry total construction work of the present multi building at their own costs and expenses. No liability on account of construction



cost will be charged from Landowner's Allocation and/or the proposed multi storied building.

- 10.4 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 10.5 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.
- 10.6 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 10.7 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.8 **Possession to the Landowner :** On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- 10.9 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowner.

10.10 **Deed of Conveyance** : The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowner in respect of Developer's Allocation.

11. **CONSIDERATION :**

11.1 **Permission against Consideration** : The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

12. **DEALING OF SPACE IN THE BUILDING :**

12.1 **Exclusive Power of Dealings of Landowner** : The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.

12.2 **Exclusive Power of Dealings of Developer** : The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. **POWER AND PROCEDURE :**

13.1 I, the Landowner/Executant/Principal herein, am executing this present Registered Power of Attorney upto the period of completion of the project in writing in favour of the Developer / Promoter including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, I am hereby appointing, nominating and constituting the said Sandip

Das & Sonjoy Chowdhury, Partners of Tirupati Construction, Developer herein, as my constituted attorneys, to do, act and represent myself in my name and on my behalf, as follows :

- (a) To appear and represent before the authorities of Panchayet/Municipal Authority, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.
- (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorneys may think fit and proper.
- (c) To manage and maintain the said premises including the building/s to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before the competent authority or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Panchayet/Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on my behalf and in my name as and when the same will become due and payable.

- (f) To enter in to any Agreement for Sale, Memorandum of Understanding and / or to execute deed of amalgamation with neighbour's plot of land of the schedule property and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/ loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance and / or any other instrument and document in respect of sale of flats/s, shop/s, units and / or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.
- (g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.
- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement / contract for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in my said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning my said premises or any part or portion thereof.



- (k) To sign, declare and / or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to my said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorneys/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent me before all concerned authorities having jurisdiction over my said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorneys/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

14. **NEW BUILDING :**

- 14.1 **Completion of Project :** The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 14.2 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

14.3 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.

14.4 **Panchayet/Municipal Taxes & Other Taxes of the Property :** The Landowner shall pay and clear up all the arrears on account of Panchayet/Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will bear the same from the date of execution of these presents till the date of completion of the construction and allocation.

From the date of completion and allocation of the floor area between the Landowner and the Developer the Panchayet/Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and / or their nominees and the Landowner and / or his nominee / nominees respectively.

14.5 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :**

15.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the Panchayet/Municipal Corporation being provided to that effect.

15.2 **Payment of Panchayet/Municipal Taxes :** Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be

exclusively responsible for payment of all Panchayet/Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.

- 15.3. **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

16. **COMMON RESTRICTION :**

- 16.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
- 16.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.

- 16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and / or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 16.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.
- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions 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 the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.
- 16.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 16.1.8 The Landowner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their Landowner's



Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. **LANDOWNER'S OBLIGATION :**

17.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

not to cause any interference or hindrance in the construction of the building by the Developer.

not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the building.

not to let out, grant, lease, mortgage and / or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

18. **DEVELOPER'S OBLIGATIONS :**

18.1 **Time Schedule of Handing Over Landowner's Allocation :** It is stated here that the land is now under Kolkata Municipal Corporation in Ward No. 144. The land has not yet been mutated under Kolkata Municipal Corporation. The Developer have agreed to submit the building plan for sanction before Kolkata Municipal Corporation within 6 (Six) months from the date of mutation and also have agreed to handover Landowner's Allocation (morefully described in the Second Schedule hereunder written) within 36 (Thirty Six) months from the date of sanctioning the building plan from the Kolkata Municipal Corporation and / or appropriate authority. The Developer also empowered by the Landowner a grace period of 6 (Six) months more to deliver the Landowners' Allocation.

18.2 **Penalty** : If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs. 1,000/- (Rupees One Thousand) only per month to the Landowner as demurrage.

18.3 **No Violation** : The Developer hereby agree and covenant with the Landowner

not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and / or disposing of any Landowner's Allocation in the building at the said premises vice versa.

19. **LANDOWNER'S INDEMNITY**

**Indemnity** : The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and / or its part to be observed and performed.

20. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertake to keep the Landowner

indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.

against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

21. **MISCELLANEOUS :**

- 21.1 **Contract Not Partnership :** The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- 21.2 **Not specified Premises :** It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and / or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and / or against the spirit of these presents.
- 21.3 **Not Responsible :** The Landowner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.4 **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and

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acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

- 21.5 **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society / association / holding organisation and / or any other organisation, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 21.6 **Name of the Building :** The name of the building shall be "TIRUPATI GREEN VISTA".
- 21.7 **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of his estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 21.8 **Documentation :** The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owner will bound to produce documents in original before any competent authority for inspection.
22. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence

of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

23. **DISPUTES :**

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

**Constitution of Arbitral Tribunal :** The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

**Place :** The place of arbitration shall be Kolkata only.

**Binding Effect :** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. **JURISDICTION :**

In connection with the aforesaid arbitration proceeding, only the District Judge, South 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of land measuring :

| <u>R.S. Dag</u> | <u>L.R. Dag</u> | <u>B.S. Khatian</u> | <u>L.R. Khatian</u> | <u>Nature of</u> | <u>Land Area</u>    |
|-----------------|-----------------|---------------------|---------------------|------------------|---------------------|
| <u>No.</u>      | <u>No.</u>      | <u>No.</u>          | <u>No.</u>          | <u>Land</u>      | <u>K : CH : SFT</u> |
| 315             | 378             | 333                 | 3495                | Sali             | 03 - 02 - 00        |
| 320             | 392             | 422                 | 3495                | Sali             | 01 - 02 - 00        |
|                 |                 |                     |                     |                  | 04 - 04 - 00        |

In total land measuring 4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. be the same a little more or less comprised in R.S. Dag Nos. 315 & 320, L.R. Dag Nos. 378 & 392, under R.S. Khatian Nos. 333 & 422, L.R. Khatian No. 3495, lying and situate at Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. Thakur Pukur, A.D.S.R.O. Behala, within the local limit of formerly Joka 2 No. Gram Panchayet, presently within the local limit of Kolkata Municipal Corporation in Ward No. 144, [Green Park Road], in the District South 24 Parganas, West Bengal. The plot of land is butted & bounded as follows :-

ON THE NORTH: Dhana Chandra Das (Part of R.S. Dag No. 315).  
 ON THE SOUTH: R.S. Dag Nos. 315 & 320.  
 ON THE EAST : 17 ft. Wide Common Passage [Green Park Road].  
 ON THE WEST : R.S. Dag Nos. 310 & 319.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**LANDOWNER'S ALLOCATION :** The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowner's Allocation will be allotted as follows :-

1. The Landowner will get 3 (Three) numbers of 2BHK self contained residential flats, all on the First Floor, each measuring 850 sq. ft. to 900 sq. ft. more or less of super built up area.
2. The Landowner will also get 2 (Two) numbers of garage spaces, both on the Ground Floor, each measuring 150 sq. ft. more or less of super built up area.

Later on, after preparation of the Floor Plan, the flats/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats/garages within the purview of the Landowner's Allocation.

3. The Landowner will also get Rs. 1,001/- (Rupees One Thousand One) only as non-refundable security deposit to be given at the time of signing and registering of this present Development Agreement simultaneously at the time of executing Registered Power of Attorney.
4. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land in question.
5. The flats will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
6. The Landowner will also give permission to amalgamate his plot with other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowner in proportionate land ratio.



**THE THIRD SCHEDULE ABOVE REFERRED TO**

**[Developer's Allocation]**

**DEVELOPER'S ALLOCATION** : Shall mean all the remaining portion of the entire building (excluding Landowner's Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer after providing the Landowner's Allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute owner thereof.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**[Specifications]**

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Marble/Floor Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink will be of Black stone 2'-6" height standard tiles above the platform to protect the oil spot.
7. TOILET : Toilet of Indian type pan / European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door pilla of the flat of flash door.

9. WINDOWS : Alluminium Sliding.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submartible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. VARANDAH : Varandah will be covered upto 2'-6" height.

#### ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling Bell : One calling bell point at the main entrance.

#### PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other then specified above would be regarded as extra work for which separate payment is required to be made.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata  
in the presence of :

1. Gopa Dasgupta -  
29, Surat Pally  
R.O. & P.S. Nimbi,  
KOL-49.

*Anup Sarkar*  
Anup Sarkar  
Landowner

2. Dilip Mazumder  
Soli Green Park (Hampden) *(Hampden)*  
Joka. Col. 104.

*Sandip Das*  
Sandip Das

Drafted By:  
*Panab Nayyan Sarmah*  
*Adv.*  
*F/150/2011*  
For Pinaki Chattopadhyay & Associates,  
Advocates,  
Sangita Apartment, Ground Floor,  
Teghoria Main Road,  
Kolkata - 700 157.  
Ph. : 2570 8471.

*Sonjoy Chowdhury*  
Sonjoy Chowdhury  
Partners of  
Tirupati Construction  
Developer

Composed By:  
*Gopa Dasgupta*  
Gopa Dasgupta,  
Teghoria Main Road,  
Kolkata - 700 157.



*[Handwritten signature]*

District Sub-Register-II  
Alipore, South 24 Parganas

3 NOV 2015



MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a sum of Rs. 1,001/- (Rupees One Thousand One) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

Witnesses :-

1. *Deepa Dasgupta*

<sup>2</sup> *Dilip Hazum*  
*30/1, Green Park (Hanspur)*  
*P.O. - 60-104*

*Anup Sarkar*  
Anup Sarkar  
Landowner



*[Handwritten signature]*

District Sub-Register-II  
Alipore, South 24 Parganas

23 NOV 2016

SIGNATURE OF THE  
PRESENTANT/  
EXECUTANT/SELLER/  
BUYER/CLAIMANT  
WITH PHOTO

UNDER RULES 44A OF THE LR, ACT 1908  
N.B. L.H. BOX-SMALL TO THUMB PRINTS  
R.H. BOX-THUMB TO SMALL PRINTS

|   |      |   |   |  |   |   |
|---|------|---|---|--|---|---|
|  | L.H. |  |  |  |  |  |
|   | R.H. |  |  |  |  |  |

ATTESTED :- *Sandip*

|  |      |  |  |   |  |  |
|--|------|--|--|---|--|--|
|  | L.H. |   |   |   |   |   |
|  | R.H. |  |  |  |  |  |

ATTESTED :- *Sripada*

|   |      |   |   |  |   |   |
|---|------|---|---|--|---|---|
|  | L.H. |  |  |  |  |  |
|   | R.H. |  |  |  |  |  |

ATTESTED :- *Amrinder*

|  |      |  |  |  |  |  |
|--|------|--|--|--|--|--|
|  | L.H. |  |  |  |  |  |
|  | R.H. |  |  |  |  |  |

ATTESTED :-



D - 11745/18

Government of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Assessment Slip

|   |   |                            |                        |
|---|---|----------------------------|------------------------|
| Query No / Year                                       | 16020000938765/2015   | Query Date                 | 07/11/2015 10:09:22 AM |
| Office where deed will be registered                  | D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas               |                            |                        |
| Applicant Name  | PINAKI CHATTOPADHYAY  |                            |                        |
| Address   | Thana : Alipore, District : South 24-Parganas, WEST BENGAL                |                            |                        |
| Applicant Status                                      | Advocate  |                            |                        |
| Other Details   | Mobile No. : 9830061809   |                            |                        |
| Transaction   | [0110] Sale, Development Agreement or Construction agreement              |                            |                        |
| Additional Transaction Details                        | [4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 1,001/-] |                            |                        |
| Set Forth value                                       | Rs. 2,000/-   | Total Market Value:        | Rs. 21,54,998/-        |
| Stampduty Payable                                     | Rs. 5,021/-   | Stampduty Article:-        | 48(g)                  |
| Registration Fee Payable                              | Rs. 70/-  | Registration Fee Article:- | E, E, B, M(b), H       |
| Expected date of the Presentation of Deed             |   |                            |                        |
| Amount of Stamp Duty to be Paid by Non Judicial Stamp |   |                            | Rs. 0/-                |
| Mutation Fee Payable                                  | DLRS server does not return any Information                               |                            |                        |
| Remarks   |   |                            |                        |





| Land Details      |  |                                    |  |  |   |   |
|-------------------|--|------------------------------------|--|--|---|---|
| Sch No.           | Property Location  | Plot No & Khatian No/<br>Road Zone | Area of Land                                   | Setforth Value(In Rs.)   | Market Value(In Rs.)  | Other Details                                     |
| L1                | District: South 24-Parganas,<br>Thana: Thakurpukur, Corporation:<br>KOLKATA MUNICIPAL CORPORATION, Road:<br>Hanspukur Green Park Road, ,<br>Ward No: 144                   |                                    | 4 Katha 4<br>Chatak                            | 1,000/-  | 21,24,998/-   | Proposed<br>Use: Bastu,<br>Property is on<br>Road |
| Structure Details |  |                                    |  |  |   |   |
| Sch No.           | Structure Location   | Area of Structure                  | Setforth Value(In Rs.)                         | Market Value(In Rs.)   | Other Details   |   |
|                   | Gr. Floor  | 100 Sq Ft.                         |  |  | Residential Use, Cemented Floor, Age of<br>Structure: 0Year, Roof Type: Tiles Shed,<br>Extent of Completion: Complete |   |
| S1                | On Land L1   | 100 Sq Ft.                         | 1,000/-  | 30,000/-   | Structure Type: Structure   |   |
| Landlord Details  |  |                                    |  |  |   |   |
| Sl No.            | Name & Address   | Status                             | Execution And Admission Details                | Other Details  |   |   |
| 1                 | ANUP SARKAR<br>Son of SUSHIL CHANDRA SARKAR<br>HANSPUKUR GREEN PARK, Post Office:<br>JOKA, Thakurpukur, District:-South 24-<br>Parganas, West Bengal, India, PIN - 700104  | Individual                         | Executed by: Self, To<br>be Admitted by: Self. | Sex: Male, By Caste:<br>Hindu, Occupation:<br>Service, Citizen of: India,<br>PAN No. BCOPS5018P, |   |   |
| Developer Details |  |                                    |  |  |   |   |
| Sl No.            | Name & Address ( Organization )  | Status                             | Execution And Admission Details                | Other Details  |   |   |
| 1                 | TIRUPATI CONSTRUCTION<br>ASHISH APARTMENT 3RD FLOOR G/G 8<br>JAYNAGAR, Post Office: JAYNAGAR,<br>Baguiati, District-North 24-Parganas, West<br>Bengal, India, PIN - 700059 | Organization                       | Executed by:<br>Representative,                | PAN No. AAGFT7817E,  |   |   |

