

018/2020

F-479/2020

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

F 236133



Ram Chandra Mondal.

ANIL K PARK

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

Addl. District Sub-Registrar  
Behala, South 24 Parganas

DEVELOPMENT AGREEMENT & 17 JAN 2020

GENERAL POWER OF ATTORNEY

THIS INDENTURE is made on this the 15th day of  
January Two Thousand and Twenty (2020) A.D.

4.30V  
15/1/2020  
75948

Shobali Mondal @  
Serpaly Mondal.

নং ২০৯ তারিখ ১৩/১২/২০ মূল্য ৫০০০/-  
ক্রেতার নাম Anil Kumar Park @ Soukar Park  
নং ২৫ B. N Roy Road Vol-34  
ভেতর স্বাক্ষর [Signature]  
বেহালা এ. ডি. এস. আর. অফিস

- Ram Chandra Mondal.



209

- Ram Chandra Mondal.



210

- Shafali Mondal @

- Sefaly Mondal.



211

- Anil K Park

@ Soukar Park



212

Bugata Bhattacharyya

8/0 15, Manu Kumar Bhattacharyya

94 A B. N Roy, Road

Vol-33

P.O. New Bazar, P.O. Sahapur.

Occup Business

✓  
A.D.S.R. Behala  
15 JAN 2020  
Dist- South 2nd Pgs.

**BETWEEN** (1) **SRI RAM CHANDRA MONDAL**, PAN - AIQPM0792D, Aadhaar No. 474806482415, son of Late Jogendra Nath Mondal, by Nationality - Indian, by faith - Hindu, by occupation - Retired, (2) **SMT. SHEFALI MONDAL** alias **SEPHALY MONDAL**, PAN - CTFPM8309E, Aadhaar No. 573191490589, wife of Sri Ram Chandra Mondal, by Nationality - Indian, by faith - Hindu, by occupation - Housewife, both are residing at 37/3, S. N. Roy Road, Post Office - **Sahapur**, Police Station - **Behala**, Kolkata - 700038, hereinafter called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include **their** heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

**AND**

**S. PAIK & CO.**, a sole proprietorship firm, having its office at 2B, S. N. Roy Road, Post Office - **Behala**, Police Station - **Behala**, Kolkata - 700034, represented by its Proprietor **SRI ANIL KUMAR PAIK** alias **SANKAR PAIK**, PAN - AFLPP6567R, Aadhaar No. 804539139348, son of Late Panchu Gopal Paik, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 2B, S. N. Roy Road, Post Office - **Behala**, Police Station - **Behala**, Kolkata - 700034, hereinafter called and referred to as the "**BUILDER**" (which expression shall unless excluded

by or repugnant to the context herelo be deemed to include his executors, administrators, egal representatives and/or assigns and/or nominee or nominees) of the **SECOND PART**.

**WHEREAS** one **SOURINDRA NATH ROY**, since deceased was the owner or various landed properties in Behala and during his lift time he distributed the same amongst his four sons, including one of his sons Sri Sachindra Nath Roy in the year 1946, by executing and registering separate Deeds of Gift and said Sachindra Nath Roy, by virtue of the said Deed of Gift got absolutely the properties recorded in C.S. Khatian Nos. 2533 and 2532, Dag Nos. 4450, 4440, 4443, 4431, 4442 at Mouza Behala, J.I. No. 2, R.S. No. 83, Police Station **Behala**, Distret South 24 Parganas and the said property was recorded in Revisional Settlement in the name of the said **SRI SACHINDRA NATH ROY** in R.S. Khatian Nos. 6782 & 6781, R.S. Dag No. 14123, 12751/14069 and others which was recorded as the Municipal Holding No. 34, Diamond Harbour Road within the South Suburban Municipality and at present within the limits of the Kolkata Municipal Corporation commonly known as Roy's Bara Bagan.

**AND WHEREAS** said SRI SACHINDRA NATH ROY received a loan amounting to Rs. 50,000/ (Rupees Fifty Thousand) only from the Calcutta Insurance Company in the year 1946 by hypothecating his properties got from his father by virtue of the Deed of Gift and a formal Deed of Mortgage was executed and registered on 26.11.1946 at Behala Sub-Registry Office the said Mortgage Deed was recorded in Book No. I, Volume No. 29, Pages from 283 to 292, Being No. 1452 of the year 1946 at Behala, Sub Registry Office.

**AND WHEREAS** the said SRI SACHINDRA NATH ROY failed and /or neglected to clear the aforesaid mortgage, debts, the Life Insurance Corporation of India, the Successor to the assets and liabilities of the the Calcutta Insurance Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of Rs. 90,267.55 p/- (Rupees Ninety Thousand Two Hundred Sixty Seven and paise Fifty Five) only.

**AND WHEREAS** the said Life Insurance Corporation of

*India put the said decree in execution in Title Execution Case No. 19 of 1974 for realisation of the decretal dues.*

**AND WHEREAS** *by a registered Deed of Lease dated 01.10.1963 executed by and between said SRI SACHINDRA NATH ROY as the "Lessor" and said SRI RAM CHANDRA MONDAL as Lessee and registered at Behala Sub-Registry office on 03.10.1963, a plot of land measuring more or less 0.3 (Three) Cottahs with a room thereon was let-out to said SRI RAM CHANDRA MONDAL for a period of 30 years at a rental of Rs. 60/- per month and upon other terms and conditions mentioned therein and said purchaser constructed factory shed upon the said land and running his business after payment of rent and Corporation Tax as stipulated in the said Lease Deed.*

**AND WHEREAS** *the Life Insurance Corporation of India, the decree-holder, in Title Execution Case No. 19 of 1974 put the mortgage property including the land in occupation of the said SRI RAM CHANDRA MONDAL as Lessee, into sale fixing 03.10.1991 the auction date for realisation of the decretal dues with interest and for payment of decretal*

dues, the said SRI SACHINDRA NATH ROY offered to sale the land to the respective tenants which is in their occupation as a Lessee and the tenants accepted the offer of the said SRI SACHINDRA NATH ROY.

**AND WHEREAS** said SRI RAM CHANDRA MONDAL agreed to purchase 03 (Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft. of land in his occupation as a Lessee, fully described in the Schedule at a consideration price of Rs. 25,000/- (Rupees Twenty Five Thousand) only fixed by Agreement dated 27.09.1991 with the said Sri Sachindra Nath Roy and paid instalment towards the total consideration as mentioned in the Memo of Consideration below to the said Sri Sachindra Nath Roy for payment to the Life Insurance Corporation of India.

**AND WHEREAS** said Sachindra Nath Roy, has paid to the Life Insurance Corporation of India a sum of Rs. 3,00,630/- (Rupees Three Lacs Six Hundred and Thirty) only the decretal dues including interest till that date, in full and final settlement of the claim and upon the prayer of the said

*Sri Sachindra Nath Roy and on production of the Challan and receipt granted by the Life Insurance Corporation of India showing full payment of the decretal dues the learned 7th. Court of Assistant District Judge by the Order No. 146 dated 04.12.1991 has disposed the Title Execution Case No. 19 of 1974, finally recording the full satisfaction of the Mortgage Decree passed in Title Suit No. 3 of 1954.*

**AND WHEREAS** *thus said SRI SACHINDRA NATH ROY became the absolute owner of the said property and thereafter said SRI SACHINDRA NATH ROY sold, conveyed and transferred ALL THAT piece and parcel of land measuring 03 (Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft. with structure standing thereon, lying and situated at Mouza Behala, J.L. No. 2, Revenue Survey No. 83, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian No. 6781, Dag No. 12751/14069 & 12843, formerly within the limits of the South Suburban Municipality, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K.M.C. Premises No. 34, Diamond Harbour Road, thereafer*



*K.M.C. Premises No. 48, Diamond Harbour Road, Assessee No. 41-132-05-0048-9, Kolkata 700060 under Police Station - Parnashree, Addl. District Sub-Registrar Office - Behala in the District of South 24 Parganas TO AND IN FAVOUR OF said **SRI RAM CHANDRA MONDAL** (the **Owner No. 1** herein) by virtue of a registered Deed of Conveyance which was duly registered on 10.01.1992 at the Office of Addl. District Sub-Registrar-Behala, South 24 Parganas and recorded at Book No. 1, Volume No. 1, Pages 463 to 470, Deed No. 110 for the year 1992.*

**WHEREAS** *one **SOURINDRA NATH ROY**, since deceased was the owner or various landed properties in Behala and during his life time he distributed the same amongst his four sons, including one of his sons Sri Sachindra Nath Roy in the year 1946, by executing and registering separate Deeds of Gift and said Sachindra Nath Roy, by virtue of the said Deed of Gift got absolutely the properties recorded in C.S. Khatian Nos. 2533 and 2532, Dag Nos. 4450, 4440, 4443, 4431, 4442 at Mouza - Behala, J.L. No. 2, R.S. No. 83, Police Station - **Behala**, District South 24 Parganas and the said property was recorded in Revisional*

Settlement in the name of the said SRI SACHINDRA NATH ROY in R.S. Khatian Nos. 6782 & 6781, R.S. Dag No. 14123, 12751/14069 and others which was recorded as the Municipal Holding No. 34, Diamond Harbour Road within the South Suburban Municipality and at present within the limits of the Kolkata Municipal Corporation commonly known as Roy's Bara Bagan.

**AND WHEREAS** said SRI SACHINDRA NATH ROY received a loan amounting to Rs. 50,000/- (Rupees Fifty Thousand) only from the Calcutta Insurance Company in the year 1946 by hypothecating his properties got from his father by virtue of the Deed of Gift and a formal Deed of Mortgage was executed and registered on 26.11.1946 at Behala Sub-Registry Office the said Mortgage Deed was recorded in Book No. 1, Volume No. 29, Pages from 283 to 292, Being No. 1452 of the year 1946 at Behala, Sub-Registry Office.

**AND WHEREAS** the said SRI SACHINDRA NATH ROY failed and /or neglected to clear the aforesaid mortgage, debts, the Life Insurance Corporation of India, the Successor to the assets and liabilities of the the Calcutta Insurance

Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of Rs. 90,267 55 p/- (Rupees Ninety Thousand Two Hundred Sixty Seven and paise Fifty Five) only.

**AND WHEREAS** the said Life Insurance Corporation of India put the said decree in execution in Title Execution Case No. 19 of 1974 for realisation of the decretal dues.

**AND WHEREAS** by a registered Deed of Lease dated 01.02.1972 executed by and between said SRI SACHINDRA NATH ROY as the "Lessor" and said SMT. SHEFALI MONDAL alias SEPHALY MONDAL (the Owner No. 2 hereinb) as Lessee and registered at Behala Sub Registry office on 01.02.1972, a plot of land measuring more or less **2 (two) Cottahs 1 (one) Chittak 27 (twenty seven) Sft.** with a room thereon was let-out to said SMT. SHEFALI MONDAL alias SEPHALY MONDAL (the Owner No. 2 hereinb) for a period of 30 years at a rental of Rs. 62/- per month and upon other terms and conditions mentioned therein and said SMT. SMT. SHEFALI MONDAL alias SEPHALY MONDAL (the

*Owner No. 2 herein*) constructed factory shed upon the said land and running her business after payment of rent and Corporation Tax as stipulated in the said Lease Deed.

**AND WHEREAS** the Life Insurance Corporation of India, the decree-holder, in Title Execution Case No. 19 of 1974 put the mortgage property including the land in occupation of the said **SMT. SHEFALI MONDAL** alias **SEPHALY MONDAL** (the **Owner No. 2** herein) as Lessee, into sale fixing 03.10.1991 the auction date for realisation of the decretal dues with interest and for payment of decretal dues, the said **SRI SACHINDRA NATH ROY** offered to sale the land to the respective tenants which is in their occupation as a Lessee and the tenants accepted the offer of the said **SRI SACHINDRA NATH ROY**.

**AND WHEREAS** said **SMT. SHEFALI MONDAL** alias **SEPHALY MONDAL** (the **Owner No. 2** herein) agreed to purchase **2 (two) Cottahs 3 (three) Chittaks 11 (eleven) Sft.** of land in her occupation as a Lessee, fully described in the Schedule at a consideration price of Rs. 16,712/- (Rupees Sixteen Thousand Seven Hundred Twelve) only fixed by Agreement dated 27.09.1991 with the said Sri Sachindra Nath Roy and paid instalment

*towards the total consideration as mentioned in the Memo of Consideration below to the said Sri Sachindra Nath Roy for payment to the Life Insurance Corporation of India.*

**AND WHEREAS** *said Sachindra Nath Roy, has paid to the Life Insurance Corporation of India a sum of Rs. 3,00,630/- (Rupees Three Lacs Six Hundred and Thirty) only the decretal dues including interest till that date, in full and final settlement of the claim and upon the prayer of the said Sri Sachindra Nath Roy and on production of the Challan and receipt granted by the Life Insurance Corporation of India showing full payment of the decretal dues the learned 7th. Court of Assistant District Judge by the Order No. 146 dated 04.12.1991 has disposed the Title Execution Case No. 19 of 1974, finally recording the full satisfaction of the Mortgage Decree passed in Title Suit No. 3 of 1954.*

**AND WHEREAS** *thus said SRI SACHINDRA NATH ROY became the absolute owner of the said property and thereafter said SRI SACHINDRA NATH ROY sold, conveyed and transferred ALL THAT piece and parcel of land measuring 2 (two) Cottahs 3 (three) Chittaks 11 (eleven) Sft. with*

structure standing thereon, lying and situated at Mouza - Behala, J.L. No. 2, Revenue Survey No. 8, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian No. 6781, Dag No. 12751/14069 & 12843, formerly within the limits of the South Suburban Municipality, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K.M.C. Premises No. 34, Diamond Harbour Road, thereafter K.M.C. Premises No. 403, Diamond Harbour Road, Assessee No. 41-132-05-0311-9, Kolkata - 700060 under Police Station - Parnashree, Addl. District Sub Registrar Office - Behala in the District of South 24 Parganas TO AND IN FAVOUR OF said **SMT. SHEFALI MONDAL** alias **SEPHALY MONDAL** (the **Owner No. 2** herein) by virtue of a registered Deed of Conveyance which was duly registered on 10.01.1992 at the Office of Addl. District Sub-Registrar-Behala, South 24 Parganas and recorded at Book No. 1, Volume No. 1, Pages 479 to 486, Deed No. 112 for the year 1992.

**AND WHEREAS** thus said **SRI RAM CHANDRA MONDAL** (the **Owner No. 1** herein) became the sole and absolute owner of said **ALL THAT** piece and parcel of land

measuring **03 (Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft.** with structure standing thereon, lying and situated at Mouza - Behala, J.L. No. 2, Revenue Survey No. 8, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian No. 6781, Dag No. 12751/14069 & 12843, formerly within the limits of the South Suburban Municipality, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K.M.C. Premises No. 34, Diamond Harbour Road, thereafter K.M.C. Premises No. 48, Diamond Harbour Road, Assessee No. 41-132-05 0048-9, Kolkata 700060 under Police Station - Parnashree, Adtl. District Sub-Registrar Office - Behala in the District of South 24 Parganas AND thereafter said **SRI RAM CHANDRA MONDAL** (the **Owner No. 1** herein) mutated his name in respect of his said property before the Kolkata Municipal Corporation as K.M.C. Premises No. **48, Diamond Harbour Road**, vide Assessee No. **411320500489**.

**AND WHEREAS** thus said **SMT. SHEFALI MONDAL** alias **SEPHALY MONDAL** (the **Owner No. 2** herein) became

*the sole and absolute owner of said land measuring 2 (two) Cottahs 3 (three) Chittaks 11 (eleven) Sft. and thereafter she mutated her name in respect of her said property before the Kolkata Municipal Corporation as K.M.C. Premises No. 403, Diamond Harbour Road, vide Assessee No. 411320503119 AND during their possession over their said two adjacent premises vide K.M.C. Premises No. 48 & 403, Diamond Harbour Road, Kolkata - 700060, said SRI RAM CHANDRA MONDAL and SMT. SHEFALI MONDAL alias SEPHALY MONDAL (the Owners/First Party herein) amalgamated the said two adjacent premises into a **single premises** in the record of the Kolkata Municipal Corporation as K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata - 700060 and since then the Owners/First Party herein have been possessing and enjoying their said property by paying the relevant rents/taxes to the appropriate authority concerned free from all sorts of encumbrances.*

**AND WHEREAS** *the Owners herein intend to raise a G+IV storeyed building on the said total land measuring 5 (five) Cottahs 7 (seven) Chittaks 41 (forty one) Sft. more or*



less lying and situated at Mouza - Behala, J.L. No. 2, Revenue Survey No. 8, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian No. 6781, Dag No. 12751/14069 & 12843, formerly within the limits of the South Suburban Municipality, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K.M.C. Premises No. 34, Diamond Harbour Road, thereafter K.M.C. Premises No. **48, Diamond Harbour Road**, Kolkata - 700060 under Police Station - Parnashree, Addl. District Sub-Registrar Office Behala in the District of South 24 Parganas but they were unable to construct the building. So the Owners/First Party were in search of an experienced and financially sound Developer/ Builder for the said Development Agreement.

**AND WHEREAS** coming to know such desire of the Owners/First Party herein, the Builder herein had approached the said Owners for development of the said Premises, morefully and particularly described in the First Schedule hereunder written, hereinafter referred to as the "said Premises" which the Owners had agreed on the following terms and conditions hereinafter appearing.

AND WHEREAS thereafter both the parties herein have already entered into a registered DEVELOPMENT AGREEMENT & GENERAL POWER OF ATTORNEY, which was duly registered on 31.10.2018 in the office of A.D.S.R. Behala and recorded in Book No. I, Volume N. 1607-2018, Page from 337716 to 337778, Being No. 160710275 for the year 2018. In the said registered DEVELOPMENT AGREEMENT & GENERAL POWER OF ATTORNEY, it was noted that, the Owners herein will get **50% (fifty percent)** out of the total F.A.R. of the said proposed Building along with **adjustable amount** of Rs. **60,00,000/-** (Rupees Sixty Lacs only) which will be paid by the Builder/Developer/Second Party to the Owners/First Party herein as Owner's Allocation and the Builder herein will get remaining **50% (fifty percent)** out of the total F.A.R. of the said proposed Building and the Builder herein have **already paid** the said amount of Rs. **60,00,000/-** (Rupees Sixty Lacs only) to the Owners herein time to time. But specific Allotted portion of the said proposed building was not mentioned in the said registered DEVELOPMENT AGREEMENT & GENERAL POWER OF ATTORNEY. Now, to mention the Specific Allocation of the Owners & Builder herein, the parties herein is now registering this DEVELOPMENT AGREEMENT & GENERAL POWER OF ATTORNEY.

NOW THIS AGREEMENT WITNESSETH as follows :-

ARTICLE (I) : DEFINITION :

*Unless in this present there is something in this subject or context consistent therewith,*

- a) **PREMISES** shall mean the K.M.C. Premises No. K.M.C. Premises No. **48, Diamond Harbour Road, Kolkata - 700060** under Police Station - Parnashree, Addl. District Sub-Registrar Office - Behala in the District of South 24 Parganas (morefully and particularly described in the First hereunder written)
- b) **LAND** shall mean and include the land comprised in the said premises whereupon the parties hereto proposed to erect the said building at the costs of the Builder.
- c) **BUILDING** shall mean the proposed **G+IV storeyed** building consisting of various residential flats and other structures as may be sanctioned by the Kolkata Municipal Corporation and other appropriate authorities thereto and or modification thereon.
- e) **OWNERS** shall include **their** heirs, executors,

administrators, legal representatives and/or assigns.

f) **THE BUILDER** shall include his heirs, executors, administrators, legal representatives and/or assigns.

g) **COMMON AREA AND FACILITIES** shall mean the common areas and facilities to be provided in the building for the use of the occupiers of the flats/units.

h) **OWNERS' ALLOCATION** : The Owners herein will get **50% (fifty per cent)** out of the total F.A.R. of the said proposed Building and It will be the **Entire Second Floor and South-North & Western Portion of Third Floor**, having a super built up area **1880 Sq. ft.** more or less **AND South-North & Western Portion of Fourth Floor**, having a super built up area **940 Sq. ft.** more or less of the said proposed G+IV storied building together with undivided proportionate share of land and along with all other common facilities and amenities of the said K.M.C.

*Premises No. 48, Diamond Harbour Road, Kolkata - 700060 under Police Station - Parnashree, in the District of South 24 Parganas*

- i) **BUILDERS' ALLOCATION** shall mean remaining 50% (fifty percent) out of the total **F.A.R.** of the proposed Building (save and except the owners' allocation) and It will be the **Entire First Floor and South-North & Eastern Portion of Third Floor**, having a super built up area **1880 Sq. ft.** more or less **AND South-North & Eastern Portion of Fourth Floor**, having a super built up area **940 Sq. ft.** more or less and **Entire Portion of Ground Floor**, having a super built up area **940 Sq. ft.** more or less of the said proposed G+IV storied building together with undivided proportionate share of land and along with all other common facilities and amenities of the said premises.
- j) **ARCHITECT** shall mean any qualified person or persons

or firms appointed or nominated by the Builder for construction purpose of the said premises.

- k) **AREA RATIO** shall mean the top floor entire flat area and ratio available for the purpose of getting sanction of the building plan from the **Kolkata Municipal Corporation** for the construction purpose of the said premises as per the **Kolkata Municipal Corporation's** Rules then prevailing.
- l) **ROOF** shall mean and include the entire open space on the roof and/or top of the building.
- m) **ENCUMBRANCES** shall mean charges, liens, dispendence, claims, liabilities, trust, demands, acquisition and requisitions.
- n) **SINGULAR NUMBER** shall include the plural and vice-versa.

**ARTICLE (II) : BUILDER :**

The Builder herein shall develop the premises on the terms and conditions herein agreed and in the manner as

*follows:-*

- a) By obtaining necessary sanction and the permission of the building plan from the K.M.C. and/or other appropriate Govt. Authorities or departments.*
- b) By erecting and constructing the said proposed multi-storeyed building on the said land consisting of various residential flats.*
- c) The Builder shall obtain sanction of the Building Plan from the Kolkata Municipal Corporation in the name of the Owners herein and the total cost and expenses relating to sanction of the said Building Plan will be solely and exclusively borne by the Builder herein. The Builder shall construct, erect and complete the Owners' Allocation as well as the said entire Building in accordance with the sanctioned plan and shall be bound to hand over the Owners' Allocation in complete habitable condition within 24 (twenty four) months from the date of sanction of the Building Plan with common facilities, amenities on the land unless prevented by natural calamities or disturbances like flood, earthquake, riot and*

*legal dispute. The Owners' Allocation will be constructed and completed by the Builder with the materials as mentioned in the Schedule - "E" hereunder written.*

- d) By allotting the Owners' Allocation in the manner as stated in this Agreement.*
  - e) That by virtue of this Agreement, the Builder herein shall have every right to enter into any Agreement for Sale or Deed of Sale or any kind of Deeds/Indenture for sale, convey and transfer of his exclusive allocation i.e. the Builder's Allocation to and in favour any intending purchaser(s) as per its own choice and the Builder herein shall have right to receive earnest money or entire consideration from the intending purchaser(s) either by Cash or Cheque or any other mode of currency against sale/convey and transfer of his allocation i.e. Builder's Allocation and the said consideration money will exclusively be for the Builder herein. But the Builder herein shall **never sell, convey and transfer** the owners' allocation of the said Premises.*
- 3) That by virtue of this Agreement, the Builder herein shall*



*have every right to get sanction of the Building Plan from the Competent Authority in the name of the Owners/ First Party herein and all other applications, papers and documents referred to hereinabove shall be submitted by or in the name of the Owners and the entire cost and liabilities will be borne by the Builder herein, to which the Owners shall have no responsibilities.*

**ARTICLE (III) : TITLE**

- i) *The Owners hereby declares that **they are** the absolute Owners in respect of the said premises and the same is free from all encumbrances, acquisitions and requisitions and has good and marketable title in respect thereof and there is no impediment of any nature in the development of the said premises and/or entrusting of the work of development to the Builder in the manner as herein agreed. Further the Owners also declares that the whole premises is in his possession and there is no tenant/s or occupier/s other than the Owners and his family members at the said premises.*
  
- ii) *The Owners has also represented that the said premises*

*storied building together with undivided proportionate share of land and along with all other common facilities and amenities of the said K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata - 700060 under Police Station - Parnashree, in the District of South 24 Parganas*

**PART - II :**

**BUILDER'S ALLOCATION** - shall mean remaining **50% (fifty percent)** out of the total **F.A.R.** of the proposed Building (**save and except the owners' allocation**) and it will be the **Entire First Floor and South-North & Eastern Portion of Third Floor**, having a super built up area **1880 Sq. ft.** more or less **AND South-North & Eastern Portion of Fourth Floor**, having a super built up area **940 Sq. ft.** more or less and **Entire Portion of Ground Floor**, having a super built up area **940 Sq. ft.** more or less of the said proposed G+IV storied building together with undivided proportionate share of land and along with all other common

is not affected by the provision of urban land Ceiling and Regulation Act, 1976.

- iii) *The Owners shall handover the Xerox copy of the title deed in respect of the said premises to the Builder on accountable receipt before sanctioning of the plan and the Owners will be bound to produce the original title deeds to the Builder for inspection to the intending buyers of the flats as and when required, at the costs of the Builder with due notice.*
- iv) *The Owners agreed that after the execution of this Agreement the Owners will not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said premises or portion thereof.*
- v) *The Owners hereby also undertakes that the Builder shall be entitled to construct and complete the said building on the said premises and to retain and enjoy the Builder's Allocation therein without any interruption or interference from the Owners or any person or persons lawfully claiming through or under the Owners and the Owners undertakes to indemnify and keep the Builder indemnified*

*against all loss, damages and costs charges and expenses incurred as a result of any breach of this undertaking.*

- vii) The Builder undertake to construct the building strictly in accordance with the sanctioned plan and undertake to pay any damages, penalties and/or compounding fees payable to the authority or authorities concerned relating to any deviation, without making liable the Owners.*
- ix) In carrying out the said Development work and/or construction of the said building herein agreed that the Builder undertake to indemnify and keep the Owners indemnified from and against all Third Party's claims or compensations and action due to any act or commission of the Builder or any accident in or related to the construction of the Building.*

**ARTICLE (IV) : EXPLORATION RIGHT :**

- i) The Builder shall prepare the plan for the construction of the building in consultation with and approval of the Owners and shall submit the same to the Kolkata*

*Municipal Corporation for the necessary sanction and/ or permission and/ or clearance and/ or approval as may or shall be required for the construction of the said multi-storeyed building in the said premises and also to get the same duly sanctioned and/ or approved. The Builder in consultation with the Owners shall be entitled to cause all such changes from time to time or modification to be made in the plan as shall be required by the K.M.C. or the Govt. or any authority as aforesaid or to comply with such sanction, permission, clearance and approval as aforesaid. All costs, expenses and payment and liabilities required for the preparation and sanction of the plan as stated herein above shall be paid and borne by the Builder herein provided always that the Builder shall be entitled to all refunds and/ or deposits made by the Builder in connection with obtaining sanctioned plan and other allied work done for the construction.*

- ii) *The Owners shall sign such paper or papers including the swearing of affidavits as may be required for the sanction of the plan of the building, without prejudice to his interest.*

- iii) *The Owners shall make over the vacant and peaceful possession of the aforesaid premises to the Builder after the sanction of the building plan, for materializing the Building Project.*
  
- iv) *The Builder shall abide by all the laws, bye-laws, rules and regulations of the Government, local bodies as the case may be and shall attend to any complication and be responsible for any deviation, violation and the breach of any of the laws, by-laws, rules and regulations, to which the Owners shall have not liabilities.*

**ARTICLE (V) : BUILDING :**

- i) *The Builder shall at his own costs and risks construct the building in or upon the said land strictly in accordance with the sanctioned plan without any hindrance or disturbance by or on behalf of the Owners or any person claiming under him. The Builder shall ensure that the building conforms to class I standard building, met with the best available materials and provided with facilities as specified in the Third Schedule hereunder written.*

- ii) *The Builder shall be entitled at its own costs to apply for and obtain temporary connection of water and electricity for construction of the building and other public utilities and facilities to the said premises and/or the said building in his own name or in the name of the Owners as it shall think proper. The Owners shall sign, execute and deliver all papers and application signifying his consent and approval to enable the Builder to obtain such public utility services and facilities. Cost for permanent connection of sewerage, electricity and water will be borne by the flat owners of the newly constructed building.*
- iii) *The Builder hereby undertake to start construction of the building within 1 (one) month from the date of the sanctioned plan from K.M.C. and after getting vacant possession of the existing building from the Owners whichever is later. In case of any unavoidable circumstances of happening beyond the control of the Builder then the time to start the construction work shall be extended. The Builder also undertake to complete the construction of the building diligently and expeditiously and to offer the owners' allocation to the Owners, complete*

*in all respect, within 24 (twenty four) months from the commencement of the construction of the building unless prevented by the circumstances beyond the control of the Builder.*

- iv) Simultaneously to the execution of this present the Builder herein shall have the right to construct the building, appoint architects, engineers, contractors, agent etc. and to represent the Owners before K.M.C., Kolkata Municipal Corporation Trust, Kolkata Metropolitan Development Authority, Kolkata Police, Fire Brigade or any other appropriate authority or authorities concerned in connection with the said development and to sign any application, scheme maps, drawing or any other writings in this behalf and to appear before the authority or authorities and to undertake the construction of the building.*

**ARTICLE (VI) : CONSIDERATION AND SPACE ALLOCATION :**

- i) In consideration of the premises the Builder shall allot to the Owners, the owners' allocation free of all costs and it*



*is agreed and made clear that the Builder shall be entitled to the Builder's allocation. It is made clear that the Owners will be provided first to take possession of the owners' allocation in the newly constructed building in finished habitable condition and he will sign power of Attorney in favour of the Builder or his nominee or nominees for the purposes of Registration of the Builder's allocation in favour of himself or in favour of the buyer or buyers of the Builder's allocation.*

- ii) The Owners shall be entitled to transfer, mortgage, sell, assign his share (owners' allocation) without affecting the right or interest of the Builder in respect of its allocation (share) after taking possession of his share from the Builder.*
- iii) After the construction is over and after the Owners has received the owners' allocation in full and satisfactorily, the Owners shall sign the registered deed of sales in respect of undivided proportionate share of land of the premises of the flats and common areas of the Builder's Allocation and if the Owners fails to do so, the Builder shall be at liberty to execute the Registration of the Deeds*

*of Conveyance or Conveyances of the Builder's allocation in favour of the intending buyer or buyers of the Builder's allocation by utilising the Power of Attorney, which is to be issued in favour of the Builder or its nominee or nominees and in that event the Owners shall not be in a position to object to such registration of deed of conveyance under any circumstances.*

- iv) The roof of the building shall be the common property of all the flat Owners and each flat Owners shall have the equal right to hold, possess and enjoy the said roof as common parts.*
- v) It is agreed by and between the parties hereof that the roof of the building shall not be used by the flat Owners and Builder for commercial purpose in any manner and no further construction of any nature shall be erected.*

**ARTICLE (VII) : COMMON FACILITIES :**

- i) The Owners shall bear and pay all rates and taxes and other outgoings in respect of the said premises till possession of the said premises is offered by the Owners*

*to the Builder for construction. After the vacant possession of the said premises is handed over to the Builder, the Builder shall bear and pay all rates and taxes and other outgoings in respect of the said premises.*

- ii) As soon as the said building is completed in all respects, the Builder shall give written notice to the Owners to take possession of the owners' allocation in the said building (within 15 days) and from the date of service of such notice and at all time thereafter the Owners shall be exclusively responsible for payment of municipal property taxes, rates, taxes, duties and other statutory outgoings and imposition whatsoever (hereinafter for the sake of the brevity, collectively referred to as "the said rates") payable in respect of the said owners' allocation. Similarly as and from the said date, the Builder or its nominee/ nominees shall pay the same in respect of the Builder's allocation only. The said rates will be levied on the building as a whole then and in such an event it shall be divided proportionately.*
- iii) Within one month from the date of Builder servicing notice to the Owners, the Owners shall complete the transfer of*

*the Builder's allocation in favour of the Builder or its nominee or nominees by executing or registering appropriate/deed/deeds of transfer at the cost of the Builder or its nominee/nominees within two months from the date of Owners accepting the owners' allocation.*

- iv) The Builder shall bear all the costs for registration of this agreement and the Owners shall not in any way be liable and responsible.*
- v) The Owners not in any way be liable and responsible for any mishappening with regard to construction of the building or any local disputes.*
- vi) The Builder shall be liable and responsible for regular payment of Electric Bill per month from the date of taking vacant possession of the land till the building is completed and install separate meters in each flat at the cost of the owners' of the respective flats.*

**ARTICLE (VIII) : MISCELLANEOUS :**

- i) The Owners and the Builder have entered into this agreement purely on a principle to principle basis and*

*nothing stated herein shall be deemed to construe as a joint venture or joint adventure between the Owners and the Builder in any manner that constitutes an association of persons. Each party shall keep the other party indemnified from and against the same.*

- ii) The Owners or Builder as the case may be shall not be considered to have caused any breach of any obligation hereunder to the extent that the*
- iii) Performance of the relative obligation is prevented by the existence of force majeure with the a view that obligation of the party affected by the Force Majeure shall mean any irresistible compulsion or coercion recognised as irresistible and shall include flood, riot work, several abnormal storm, tempest, civil commotion, state wide strike and any other act beyond the reasonable control of the party affected thereby, but shall not include normal bad weather or procession etc.*
- iv) All disputes and differences between the parties relating to this Agreement shall be resolved according to law. The District Judge Court, Alipore, South 24 Parganas shall have only jurisdiction to settle the dispute.*

- v) *The roof of the building shall be the property of all the flat Owners and each flat Owners shall have the equal right to hold, possess and enjoy the said roof as common parts.*
- w) *The Builder herein will demolish the existing structure of the said premises at their own cost and expenses and the Builder will take the entire broken building materials (debris), the Owners herein will not claim/ demand for the same.*

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of bastu land measuring **5 (five) Cottahs 7 (seven) Chittaks 41 (forty one) Sft.** more or less together with **100 Sft.** R.T. Shed structure standing thereon, lying and situated at Mouza - Behala, J.I. No. 2, Revenue Survey No. 8, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian No. 6781, Dag No. 12751/14069 & 12843, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 119, K.M.C. Premises No. **48, Diamond Harbour Road, Kolkata - 700060** under Police Station - Parnashree, Addl. District Sub Registrar Office - Behala in the District of South 24 Parganas.

- : ( 37 ) : -

**Zone :- The Premises is not located on D.H. Road.**

*It is butted and bounded in the manner following that is to say:-*

**ON THE NORTH :** 4'-0" wide K.M.C. Road.

**ON THE SOUTH :** 16'-0" wide K.M.C. Road.

**ON THE EAST :** K.M.C Drain.

**ON THE WEST :** 11'-0" wide K.M.C. Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**PART - I : OWNERS' ALLOCATION :**

*The Owners herein will get 50% (fifty percen) out of the total F.A.R. of the said proposed Building and It will be the Entire Second Floor and South-North & Western Portion of Third Floor, having a super built up area 1880 Sq. ft. more or less AND South-North & Western Portion of Fourth Floor, having a super built up area 940 Sq. ft. more or less of the said proposed G+IV*

*storied building together with undivided proportionate share of land and along with all other common facilities and amenities of the said K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata - 700060 under Police Station - Parnashree, in the District of South 24 Parganas*

**PART - II :**

**BUILDER'S ALLOCATION** - shall mean remaining **50% (fifty percent)** out of the total **F.A.R.** of the proposed building (*save and except the owners' allocation*) and it will be the **Entire First Floor and South-North & Eastern Portion of Third Floor**, having a super built up area **1880 Sq. ft. more or less AND South-North & Eastern Portion of Fourth Floor**, having a super built up area **940 Sq. ft. more or less and Entire Portion of Ground Floor**, having a super built up area **940 Sq. ft. more or less** of the said proposed **G+IV storied building together with undivided proportionate share of land and along with all other common**



facilities and amenities of the said K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata - 700060 under Police Station - Parnashree, in the District of South 24 Parganas.

**THE SCHEDULE 'E' ABOVE REFERRED TO :**  
**TECHNICAL SPECIFICATION OF CONSTRUCTION OF THE BUILDING**

1. **Structure** : R.C.C. Frame structure with individual footing foundation.
2. **Brick Work** : Outer wall and common wall with 8" and 3" brick works with good quality brick in cement mortar.
3. **Flooring** : Floor will be Marble.
4. **Doors and Fittings** : All door-frame will be of Sal wood, Main door shutter will be hot press flush door with one side teak ply with Godrej night latch. Other doors will be hot press flush door with Godrej fittings.
5. **Grill & Window** : Aluminium Sliding window with white glass covered with M.S. Steel grill.

- : ( 40 ) : -

6. **Wall Finishing:** *Internal walls to be finished with coat of plaster of Paris.*
7. **Kitchen** : *Kitchen top will be Granite with steel sink with Ecsco C.P. fittings. White tiles dedo above kitchen platform upto 2' height.*
8. **Toilets and Sanitary:** *All toilet will be provided with Indian/European style pan and low down P.V.C. Cistern, Glazed tiles dedo upto 5' height Ecsco C.P. fittings, one toilet will be hot and cold.*
9. **Electrical** : *Concealed wiring with points in 2 room flat, points in 3 room flat, general points like fans, plugs, Geyser and power points etc. with M.C. Box.*
10. **Roof/Terrace Finish** : *Cement/ roof-tiles will be laid to proper slope with one cut machine grinding.*
11. **Reservoir** : *Common reservoir on the underground and on the terrace.*
12. **Intercom** : *Intercom from each flat to reception.*
13. **Generator** : *Generator may be provided with Extra Cost.*

We, the **OWNERS/FIRST PARTY** herein namely (1) **SRI RAM CHANDRA MONDAL**, PAN - AIQPM0792D, son of Late Jogendra Nath Mondal, by Nationality - Indian, by faith - Hindu, by occupation - Retired, (2) **SMT. SHEFALI MONDAL** alias **SEPHALY MONDAL**, PAN - CTFPM8309E, wife of Sri Ram Chandra Mondal, by Nationality - Indian, by faith - Hindu, by occupation - Housewife, both are residing at 37/3, S. N. Roy Road, Post Office - Sahapur, Police Station - **Behala**, Kolkata - 700038, do hereby constitute and appoint the **DEVELOPER/SECOND PARTY** herein namely **S. PAIK & CO.**, a sole proprietorship firm, having its office at 2B, S. N. Roy Road, Post Office - **Behala**, P.S. Behala, Kolkata - 700034, represented by its Proprietor **SRI ANIL KUMAR PAIK** alias **SANKAR PAIK**, PAN - AFLPP6567R, son of Late Panchu Gopal Paik, residing at 2B, S. N. Roy Road, Post Office - **Behala**, P.S. Behala, Kolkata - 700034, as our true and lawful **ATTORNEY** in respect of our property morefully described in the First Schedule mentioned herein before for and on behalf of **us** for the acts, deeds and things as mentioned herein below :-

- 1) To look after, manage, control the aforesaid property as particularly mentioned and written in the Schedule herein before on **our** behalf.

- 2) *To sign and execute all agreements and/or documents and all other necessary papers and document concerning the said property for and on our behalf.*
- 3) *To apply for and obtain in our behalf temporary connections of water, electricity as also to apply for and obtain in our name and on our behalf of permanent drainage, sewerage connections to the said property, and to sign and execute all plans, forms, papers, documents in connection therewith for and on our behalf as our authorised agent on our behalf.*
- 4) *To represent us before all the office/offices concerned and also like such **Kolkata Municipal Corporation** and to sign all papers, documents on our behalf for mutation of our name in respect of relevant papers of the **Kolkata Municipal Corporation** and to appear in all hearing before the authorities of the said **Kolkata Municipal Corporation** for such mutation, filing objections and/or appearing on our behalf against the excess valuation assessed by the **Kolkata Municipal Corporation** and also to prefer appeal before the appropriate authorities and represent us at the time of*

*hearing of such objection or appeals on our behalf and also to sign building plans thereof.*

- 5) *To prepare and/ or submit the plan or any revision plan or altered building plans by the said Attorney on our behalf.*
- 6) *To apply for and obtain all necessary sanction clearances of the said building for and on our behalf.*
- 7) *To engage, appoint any draftsman, engineer, architect, surveyor, assessor, valuer, building contractor, subcontractor etc. for the purpose of completion of the same.*
- 8) *To appear for and represent us before any competent authorities Tribunal Arbitrator or Revenue, Administrative, Civil or Criminal Jurisdiction relating to any matters, concerning the said property as per mentioned and written in the schedule below on our behalf.*
- 9) *To institute any case or defend any suit, proceedings, appeal, revision, injunction proceedings, enquiry, claim etc. relating to the said property on our behalf.*

- 10) *To appoint and/or engage any legal practitioner, solicitor, auditor, valuer, assessor, arbitrators and/or any legal practitioner or any Advocate or other person or persons and to sign, execute and deliver all Vakalatnamas, Ekramnamas, Show-causes petitions etc. for the aforesaid purposes on our behalf.*
- 11) *To sign, execute, submit or deliver all complaints, written statement, objections, memorandum of appeals, applications, revisions, injunctions, petitions and all other appeals and papers, documents and exhibits for the aforesaid purposes.*
- 12) *To visit and represent us before all the West Bengal Government Office or Offices and/or Central Government, Office or Offices concerned and all other office or offices concerned for smooth management of our said property as stated and written in the schedule hereunder on our behalf.*
- 13) *To apply and also to pay all rates, taxes and revenues, charges, expenses outgoings payable for and on the account of the said property or any part thereof and similarly to receive any of such money and discharge*

*receipt thereof as income, rents, awards, compensation etc. receivable for and on account of the said property as per mentioned and written in the Schedule below.*

- 14) *To apply for and obtain electricity, gas, water, sewerage/ drainages or any other civil commotion, amenities, telephone and other utilities in the said property and/or make alteration thereof and to close down or to disconnect the same on our behalf.*
- 15) *To sign and execute all other deeds, instruments and assurances which will be necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying several properties upon the said premises on our behalf.*
- 16) *To make and present any Deed of Conveyance or Conveyances or other documents for registration of **Builder's & Developer's Allocation** when to be executed by our said Attorney and to admit, execution and registration thereof before as the registering authority or authorities concerned like as such Registrar of District Registrar and/or Assurance at Kolkata or any other such like registering office or offices concerned on our behalf.*

- 17) To make any kind of agreement or agreements with any purchaser or purchasers in respect **Developer's Builders allocation** arising out of the schedule below property on our behalf and to register the deed of conveyance/s on our behalf, in favour of the intending purchaser's or purchasers' name/names and to receive all the consideration money, part consideration money thereof.
- 18) To sign all the receipt or receipts which to be registered by our said Attorney in favour of the intending purchaser or purchasers in respect of Developer's Allocation on our behalf and also to hand over the same to the said purchaser or purchasers on our behalf.

**AND** GENERALLY to do all other acts, deeds, things and matters as may be necessary from time to time by our said Attorney in **his** absolute discretion which **he** may deem fit and proper and think necessary to do so or perform for the aforesaid purposes.

**AND** we do hereby agree and undertake to ratify and confirm all such acts, deeds and things which our said Attorney may lawfully do, execute and cause to be performed by virtue of this General Power of Attorney.



**IN WITNESS WHEREOF** the parties hereto do hereby set and subscribed their respective hands and seals to these presents the day, month and year first above written.

**SIGNED, SEALED &  
DELIVERED** at Kolkata  
in the presence of  
**WITNESSES :-**

1.

Babul Bhattacharya  
20/7 S. N. Roy Rd.  
KOL-38.

Ram Chandra Mondal  
Shefali Mondal @  
Sapalya Mondal.

**SIGNATURE OF THE OWNERS/  
PRINCIPALS**

2 Anurail Mondal  
37/9 S. N. Roy Road.  
KOL-38.

ANURAIL MONDAL  
37/9 S. N. ROY RD.  
KOLKATA-38.

**SIGNATURE OF THE BUILDER/  
ATTORNEY**

**Drafted by me,**

Dehina Banerjee

**DEHINA BANERJEE**  
Advocate  
WB NO. F/2154/1886 of 2018  
B.A. (HONS) LL.M.  
Allpore Police Court, Kolkata  
Mobile:- 9830351184

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(S. S. Sarkar)









Government of West Bengal



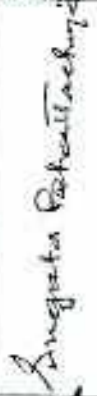
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BEHALA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16071000075948/2020

I. Signature of the Person(s) admittng the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Ram Chandra Mondal 37/3, S N Roy Road, P.O - Sahapur, P.S. Behala, Kolkata, District -South 24-Parganas West Bengal, India, PIN - 700038	Principal			Ram chandra Mondal. 15.1.2020
2	Smt Shefali Mondal 37/3, S N Roy Road, P.O - Sahapur, P.S. Behala, Kolkata District -South 24-Parganas West Bengal, India, PIN - 700038	Principal			15.1.2020 Shefali Mondal @ Shefali Mondal
3	Shri Anil Kumar Paik Alias Sankar Paik 2 B, S N Roy Road, P.O - Behala, P.S - Behala, Kolkata, District -South 24-Parganas West Bengal India, PIN - 700034	Representative of Attorney [S. Paik And Co.]			ANIL K Paik a) Sankar Paik 15.1.2020

Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
T. Sugata Bhattacharjee Son of Late Manu Kumar Bhattacharjee 2 B, S N Roy Road, P.O - Behala, P.S - Behala, Kolkata, District -South 24- Parganas, West Bengal, India, PIN - 700034	Shri Ram Chandra Mondal, Smt Shefali Mondal, Shri Anil Kumar Daik.			 15.1.2020.

(Sandip Biswas)

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

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

19-201920-015550979-1

Payment Mode: Online Payment

Date: 17/01/2020 15:14:06

Bank: AXIS Bank

N: 309420882

BRN Date: 17/01/2020 15:17:10

DEPOSITOR'S DETAILS

Id No. : 18071000075948/5/2020

(Query No / Query Year)

Name: Debina Banerjee  
Contact No.: Mobile No: +91 9830381134  
E-mail: subhandubanerjee556@gmail.co  
Address: 23Parul Daspara Road55PallyKolkata700061  
Applicant Name: Mr Sankar Paik  
Office Name:  
Office Address:  
Status of Depositor: Advocate  
Purpose of payment / Remarks: Sale, Development Power of Attorney Payment No 5

PAYMENT DETAILS

Sl No	Identification No	Head of A/C Description	Head of A/C	Amount[ ₹]
1	18071000075948/5/2020	Property Registration Stamp Duty	0030 02 101 0015 07	35020
2	18071000075948/5/2020	Property Registration Registration Fees	0030 03 104 0011 10	21
Total				35041

In Words : Rupees Thirty Five Thousand Forty One only



Government of West Bengal  
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1607 1000075948/2020	Office where deed will be registered
Query Date	14/01/2020 4:24:28 PM	A (U S R BL) (A) A District: South 24 Parganas
Applicant Name	Sankar Pruk	
Address & Other Details	211, S N Roy Road (near Borealis District: South 24 Parganas, WEST BENGAL), PIN: 700134. Mobile No: 9051380831 Status: Others	
Transaction	0139/ Saur. Development Power of Attorney	Additional Transaction (4305) Other than Immovable Property, Declaration (No of Declaration: 2)
Set Forth value	Rs. 70,000/-	Market Value Rs. 1,70,21,927/-
Total Stamp Duty Payable(SD)	Rs. 40,020/- (Article 48(g))	Total Registration Fee Payable Rs. 21/- (Article E-1)
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp Rs. 5,000/-
Remarks	Received Rs. 50/- (TIF 1% only) from the applicant for issuing the assesment slip (Urban Area)	

Land Details

District: South 24 Parganas P.S. Dehala Corporation KOLKATA MUNICIPAL CORPORATION LIN Road Diamond Harbour Road Area Zone: (Ward no: 119 131 132) Premises NOT located on DH Road Premises No: 48 Ward No: 119 P.S. Dehala 700065

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
11			Bastu	5 Katha 7 Chatak 41 Sq Ft	70,000/-	1,70,21,927/-	Width of Approach Road: 16 Ft
Grand Total				5.0658Dec	70,000/-	170,21,927/-	

Structure Details

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On land	100 Sq ft	30,000/-	30,000/-	Structure Type: Structure

Of the Area of floor: 100 Sq ft. Residential Use. Cemented Floor. Age of Structure: 7 Years. Roof Type: Tilted Slab. Use of Combustion: Domestic

Total: 100 sq ft, 30,000/-, 30,000/-

*Ram Charlo Mandal*



Query No: 1607 1000075948/2020  
On: 14/01/2020 4:24:28 PM  
Registration Office

**Details :**

	Name & address	Status	Execution Admission Details :
	Shri Ram Chandra Mondal Son of Late Jogendra Nath Mondal 37/3, S N Roy Road, P O - Sahapur, P S - Behala, Kolkata, District -South 24 Parganas, West Bengal, India, PIN - 700038 Sex Male, By Caste Hindu, Occupation Retired Person, Citizen of India, PAN No AIQPM0792D, Aadhaar No 47xxxxxxxx2415, Status Individual, Executed by Self To be Admitted by Self	Individual	Executed by Self To be Admitted by Self
2	Smt Shefali Mondal Wife of Shri Ram Chandra Mondal 37/3, S N Roy Road, P O - Sahapur, P S - Behala, Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700038 Sex Female, By Caste Hindu, Occupation House wife, Citizen of India, PAN No CTFPM8309E, Aadhaar No 57xxxxxxxx0580, Status Individual, Executed by Self To be Admitted by Self	Individual	Executed by Self To be Admitted by Self

**Attorney Details :**

Sl No	Name & address	Status	Execution Admission Details :
1	S. Paik And Co 2 B, S N Roy Road, P.O.- Behala, P S - Behala, Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700034 PAN No AFLPP6567R, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by Representative	Organization	Executed by Representative

**Representative Details :**

Sl No	Name & Address	Representative of
1	Shri Anil Kumar Paik, (Alias Name Sankar Paik) Son of Late Panchu Gopal Paik 2 B, S N Roy Road, P O - Behala, P S - Behala, Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700034 Sex Male, By Caste Hindu, Occupation Business, Citizen of India, PAN No AFLPP6567R, Aadhaar No 80xxxxxxxx9348	S. Paik And Co. (as proprietor)

**Identifier Details :**

Name & address
Sugata Bhattacharjee Son of Late Manu Kumar Bhattacharjee 2 B, S N Roy Road, P O - Behala, P S - Behala, Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700034, Sex Male, By Caste Hindu, Occupation Business, Citizen of India, Identifier Of Shri Ram Chandra Mondal, Smt Shefali Mondal, Shri Anil Kumar Paik

if the given information are found incorrect, then the assessment made stands invalid.

Query is valid for 30 days (i.e. upto 13-02-2020) for e-Payment. Assessed market value & Query is valid for 30 days (i.e. upto 13-02-2020)

3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-
5. e-Payment is compulsory if Stamp Duty payable is more than Rs. 10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT. OF INDIA

RAM CHANDRA MONDAL  
 JOGENDRA NATH MONDAL  
 23/03/1935  
 Permanent Account Number  
**AIQPM0792D**

  
  
 Signature

In case this card is lost / found, kindly inform / return to  
 Income Tax PAN Services Unit, UPESE,  
 Plot No. 3, Sector 31, CBD Belapur,  
 New Mumbai - 400 614.

આ અર્થે આ નોંધ બે વચગાળા મળ્યા બાદ, સંબંધિત  
 સંસ્થાને ઉપર  
 સંબંધિત  
 નોંધ મૂકવો.

*R. Mondal*



**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**SHEFALI MONDAL**  
**SUDHIR KUMAR MONDAL**  
**02/01/1945**  
 Permanent Account Number  
**CTFPM8309E**  
*Shefali Mondal*  
 Signature

**भारत सरकार**  
**GOVT. OF INDIA**





24082019

*Shefali Mondal*

दुसऱ्या कोणीतून कोणीतून तुमचा सुटिका काढला / काढला  
 आयकर विभाग येथे सुटिका देण्यासाठी एक  
 नवी नोंद घ्यावी. यासाठी, यात नोंद घ्यावी 2022/23  
 घटक नोंद घ्यावी, यीत घटक नोंद घ्यावी  
 फोन - 411 014

*This card is lost / someone's lost card is found.  
 please inform / return to  
 Income Tax PAN Services Unit, NSDT  
 5th Floor, Main Building,  
 Plot No. 341, Survey No. 9272,  
 Model Colony, New Deep Bungalow Chowk,  
 Pune - 411 014.*

Tel: 91 20 2721 8180, Fax: 91 20 2721 7081  
 e-mail: thinfairmail@in.ii

*SH Shefali  
 Shefali*

ভারত সরকার  
Government of India



নাম  
Shafiq Mondal  
পিতা - সুধী কুমার মন্ডল  
Father - Sudhir Kumar Mondal


ই-আইডি/DOB: 02/01/1940  
লিঙ্গ / Gender  
5731 9149 0589



অধার - সাধারণ মানুষের অধিকার

Pan - CT FPM8309E


ভারত সরকার  
Union Government of India




উপসচিব, / অস. স. স. ম. স. অ. স.  
সমাচার, সংস্কৃতি, তথ্যসংযোগ  
পত্রিকা বণ্টন

Address: Building: 37/3,  
Street/Road/Lane: S N ROY  
ROAD, Village/Town/City:  
Sahapur, District: Kolkata, P  
O: Sahapur, State: West  
Bengal, PinCode: 700039


5731 9149 0589



1800 300 1347



http://india.gov.in



www.india.gov.in

Serphaly Mondal -

1. Name  
 2. 5731 9149 0589  
 3. 02/01/1940



भारत सरकार

Government of India



नाम: राम चंद्र मंडल

Ram Chandra Mondal

पिता: जगन्नाथ मंडल

Father: Jagendra Nath Mondal

व्यक्तिगत पोस्ट: 474806482415

लिंग: Male



4748 0648 2415

आधार - साधारण मानुषेअ अधिकार

Pan - AIQPM0792D



भारत सरकार

Unique Identification Authority of India

पता: एन.ए.ए.ओ. बिल्डिंग

विकास क्षेत्र: कोयंबटूर

महाराष्ट्र

Address: Building 3  
Joshi Road and S N Road  
Ward: Village: Koyambatur,  
Koyambatur District: Koyambatur  
Maharashtra State: India  
Pincode: 430011

4748 0648 2415



1800 300 134



भारत सरकार



www.mca21.gov.in

Ram Chandra Mondal  
9433174413

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ANIL KUMAR PAIK

PANCHU GOPAL PAIK

05/05/1950

Permanent Account Number

AFLPP6567R

Anil K. Paik

Signature



Anil K. Paik

ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

WB/18/113/08/551

IDENTITY CARD

সংসদ কার্ড



Elector's Name

নির্বাচক নাম

Bhattacharya Sugata

ভট্টাচার্য সুগতা

Father/Mother's

Husband's Name

পিতা/মাতা/স্বামীর নাম

Manukumar

মানুসুমার

Sex

লিঙ্গ

M

ম

Age at 01/01/04

০১/০১/০৪

18

১৮

Sugata Bhattacharya

Address

207 S N Roy Road (2nd  
Chatterjee Colony) Behala S 24Pgs

ঠিকানা

২০৭ এন আর রোড (২য় ব্লক) শাহাবুদ্দিন কলোনি,  
বেহালা পূর্ব

Electoral Signature  
Electoral Registrar - Office  
সংসদ কার্ড

10 113 BEHALA WEST

১১৩ বেহালা পশ্চিম  
১১৩ বেহালা পশ্চিম

Place

স্থান

Alipore

আলিপুর

Date

তারিখ

10/07/05

১০.০৭.০৫

### Major Information of the Deed

No / Year	I-1607-00479/2020	Date of Registration	17/01/2020
Registration Date	1607-1000075948/2020	Office where deed is registered	A.D.S.R. BEHALA, District: South 24-Parganas
Applicant Name, Address & Other Details	Sankar Paik 2 B, S N Roy Road, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN : 700034, Mobile No. : 9051380933, Status : Others		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 1,70,51,927/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (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: South 24-Parganas, P.S - Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Diamond Harbour Road, Road Zone : ((Ward no. 119,131,132) Premises NOT located on DH Road -- ) , , Premises No: 48, Ward No 119 Pin Code : 700060

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	5 Katha 7 Chatak 41 Sq Ft	70,000/-	1,70,21,927/-	Width of Approach Road: 16 Ft.
<b>Grand Total :</b>				9.0658Dec	70,000 /-	170,21,927 /-	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft	30,000/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 2 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		100 sq ft	30,000 /-	30,000 /-	

#### Principal Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	<b>Shri Ram Chandra Mondal (Presentant)</b> Son of Late Jogendra Nath Mondal 37/3, S N Roy Road, P.O - Sahapur, P.S - Behala, Kolkata, District - South 24 Parganas, West Bengal, India. PIN - 700038 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No - AIQPM0792D, Aadhaar No: 47xxxxxxxx2415, Status - Individual, Executed by: Self, Date of Execution: 15/01/2020 . Admitted by: Self, Date of Admission: 15/01/2020, Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/01/2020 . Admitted by: Self, Date of Admission: 15/01/2020, Place : Pvt. Residence

.dal  
 n Chandra Mondal 37/3, S N Roy Road, P O - Sahapur, P S - Behala, Kolkata, District - South 24-  
 st Bengal, India, PIN - 700038 Sex: Female, By Caste Hindu, Occupation House wife, Citizen of  
 No - CTFPM8309E, Aadhaar No. 57xxxxxxxx0589, Status Individual, Executed by: Self, Date of  
 : 15/01/2020  
 ed by: Self, Date of Admission: 15/01/2020 ,Place : Pvt. Residence, Executed by: Self, Date of  
 ution: 15/01/2020  
 dmitted by: Self, Date of Admission: 15/01/2020 ,Place : Pvt. Residence

**Attorney Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>S. Paik And Co.</b> 2 B, S N Roy Road, P O - Behala, P S - Behala, Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700034 , PAN No. : AFLPP6567R, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Anil Kumar Paik, (Alias Name: Sankar Paik)</b> Son of Late Panchu Gopal Paik 2 B, S N Roy Road, P.O - Behala, P.S - Behala, Kolkata, District -South 24 Parganas, West Bengal, India, PIN - 700034, Sex: Male, By Caste Hindu, Occupation: Business, Citizen of: India, , PAN No.: AFLPP6567R, Aadhaar No: 80xxxxxxxx9348 Status : Representative, Representative of : S. Paik And Co. (as proprietor)

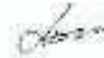
**Identifior Details :**

Name	Photo	Finger Print	Signature
<b>Sugata Bhattacharjee</b> Son of Late Manu Kumar Bhattacharjee 2 B, S N Roy Road, P.O - Behala, P.S - Behala, Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700034			
Identifior Of Shri Ram Chandra Mondal, Smt Shefali Mondal, Shri Anil Kumar Paik			

**Endorsement For Deed Number : I - 160700479 / 2020**

Market Value(WB PUVI rules of 2001)

The market value of this property which is the subject matter of the deed has been assessed at Rs



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

On 15-01-2020

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

Presented for registration at 16:30 hrs on 15-01-2020, at the Private residence by Shri Ram Chandra Mondal, one of the Executants

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

Execution is admitted on 15/01/2020 by 1. Shri Ram Chandra Mondal, Son of Late Jogendra Nath Mondal, 37/3, S N Roy Road, P.O. Sahapur, Thana Behala, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Retired Person, 2 Smt Shefali Mondal, Wife of Shri Ram Chandra Mondal, 37/3, S N Roy Road, P.O. Sahapur, Thana Behala, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession House wife

Identified by Sugata Bhattacharjee, , Son of Late Manu Kumar Bhattacharjee, 2 B, S N Roy Road, P.O. Behala, Thana Behala, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Business

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

Execution is admitted on 15-01-2020 by Shri Anil Kumar Paik, , Sankar Paik proprietor, S. Paik And Co. (Sole Proprietorship), 2 B, S N Roy Road, P.O.- Behala, P.S.- Behala, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700034

Identified by Sugata Bhattacharjee, , Son of Late Manu Kumar Bhattacharjee, 2 B, S N Roy Road, P.O. Behala, Thana Behala, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Business



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



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

a under rule 21 of West Bengal Registration Rule 1962 duly stamped under schedule 1A, Article number  
Indian Stamp Act 1899

**Payment of Fees**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W  
Online on 17/01/2020 3:17PM with Govt Ref No 192019200155509791 on 17-01-2020, Amount Rs: 21/-, Bank  
AXIS Bank ( UTIB0000005), Ref No. 309429882 on 17-01-2020, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 5,000/-  
by online = Rs 35,020/-

**Description of Stamp**

1. Stamp Type Impressed Serial no 238133, Amount: Rs.5,000/-, Date of Purchase: 14/01/2020, Vendor name:  
Sasanka Sekhar Roychowdhury

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of W  
Online on 17/01/2020 3:17PM with Govt Ref No: 192019200155509791 on 17-01-2020, Amount Rs: 35,020/-, B  
AXIS Bank ( UTIB0000005), Ref No. 309429882 on 17-01-2020, Head of Account 0030-02-103-003-02



**Sandip Biswas**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BEHALA**  
**South 24-Parganas, West Bengal**































Deed of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1607-2020, Page from 18858 to 18923  
being No 160700479 for the year 2020.



Digitally signed by SANDIP BISWAS  
Date: 2020.01.20 16:46:29 +05:30  
Reason: Digital Signing of Deed.

*Sandip Biswas*  
  
(Sandip Biswas) 2020/01/20 04:46:29 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

(This document is digitally signed.)

Sl. No	Signature						
	<p>ADIL W PARIK a) Sankar Parik</p>						
		<p>Small Finger</p>	<p>Ring Finger</p>	<p>Middle Finger</p>	<p>1st Finger</p>	<p>Thumb</p>	
		<b>Left hand</b>					
							
		<p>Thumb</p>	<p>1st Finger</p>	<p>Middle Finger</p>	<p>Ring Finger</p>	<p>Small Finger</p>	
		<b>Right hand</b>					
	<p>Ram Chandra Mondal</p>						
		<p>Small Finger</p>	<p>Ring Finger</p>	<p>Middle Finger</p>	<p>1st Finger</p>	<p>Thumb</p>	
		<b>Left hand</b>					
							
		<p>Thumb</p>	<p>1st Finger</p>	<p>Middle Finger</p>	<p>Ring Finger</p>	<p>Small Finger</p>	
		<b>Right hand</b>					
	<p>S. S. Ghoshal Mondal. @ S. Ghoshal Mondal.</p>						
		<p>Small Finger</p>	<p>Ring Finger</p>	<p>Middle Finger</p>	<p>1st Finger</p>	<p>Thumb</p>	
		<b>Left hand</b>					
							
		<p>Thumb</p>	<p>1st Finger</p>	<p>Middle Finger</p>	<p>Ring Finger</p>	<p>Small Finger</p>	
		<b>Right hand</b>					

