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पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AB 837441

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

Asst. Dist. Sub-Registrar
Kolkata South 24 Parganas

24 JUN 2019

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THIS REGISTERED DEVELOPMENT AGREEMENT made this the 19th day of June Two Thousand and Nineteen (2019)

BETWEEN

[Signature]
Advocate

10/10/19
- 85)

17 JUN 2019

11613 Rs. 100/- Date.....

Name:.....

Address:.....

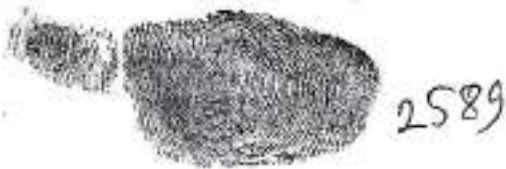
Vendor:.....

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

D. K. Mehta

Advocate
High Court
Calcutta

Samir Aich



Samir Aich



Swapna Aich.



S. G. CONSTRUCTION

Swiggy S.G.
Partner



Addl. Dist. Sub-Registrar
Alipore
19 JUN 2019
South 24 Parganas
Kolkata- 700027

IDENTIFIED BY:

Samir Aich
High Court Calcutta

(1) **SMT. SWAPNA AICH**, (PAN : ADRPA3642G), (Mob No.974846566), wife of Sri Prabir Kumar Aich, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at 15E, Raipur Mondal Para Road, P.S. previously Patuli, at present P.S. Netaji Nagar, Kolkata – 700 047, District – South 24-Parganas, and (2) **SRI SAMIR AICH**, (PAN : AEGPA7462L), (Mob No.9831039017.), son of Late Sushil Bhusan Aich, by Occupation-Self Employed, by Faith – Hindu, by Nationality – Indian, residing at 4/35, Vidyasagar Colony, formerly P.S. Patuli, presently P.S. Netaji Nagar, Kolkata – 700 047, District – South 24-Parganas, hereinafter called and referred to as the “**OWNERS/ VENDORS**” (which expression shall unless excluded by and repugnant to the context be deemed to mean and include their heir/heirs, executor/ executors, assign/assigns, administrator/ administrators and representative/ representatives) of the **ONE PART**

AND

“**M/S. S.G. CONSTRUCTION**”, (PAN – ADPFS5800C), a Partnership Firm, within the meaning of Indian Partnership Act, 1932 having its registered Office at 57, Birnagar, Post Office - Baghajatin, Police Station - Patuli, Kolkata - 700 086, represented by its partners namely (1) **SRI SUJOY DEB**, (PAN - AFYPD4632G), (Mob No. 9433135710), son of Late Kshitish Chandra Deb, a Hindu Businessman, residing at A/23, Rabindra Pally, P.O. Baghajatin, presently P.S. Patuli, (formerly P.S. Jadavpur), Kolkata - 700 086, (2) **SRI GOPAL PODDER**, (PAN - AJGPP0813K), (Mob No. 9830550597), son of Late Gour Netai Podder, a Hindu Businessman, residing at 2/249, Sree Colony, P.O. Regent Estate, presently P.S. Netaji Nagar, formerly P.S. Patuli, Kolkata – 700092, and (3) **SRI GOUTAM ROY**, (PAN - AEOPR7025Q), (Mob No. 9804223303), son of Late Dol Gobinda Roy, a Hindu Businessman, residing at 14B, Desbandhu Road, P.O. Baghajatin, presently P.S. Patuli, (formerly P.S. Jadavpur), Kolkata - 700 086, hereinafter called and the “**DEVELOPER/SECOND PARTY**” (which expression unless repugnant to the context shall mean and include its heir/ heirs, executor/ executors, administrator/ administrators, assign/ assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART**.





2592

S. G. CONSTRUCTION

Arpit Yadav
Partner



2593

S. G. CONSTRUCTION

Gautam Roy
Partner



IDENTIFIED BY:-

Somant Mishra
Adv
High Court
Kolkata

Asst. Dist. Sub-Registrar
Kolkata
15 JUN 2019
South 24 Parganas
Kolkata - 743007

WHEREAS the **OWNER NO.1** herein namely **SMT. SWAPNA AICH**, obtained a plot of land measuring an area of 4 (Four) Cottahs 0 (Zero) Chittack 0 (Zero) Sq.ft. situated in Mouza – Raipur, J.L. NO. 33, Touzi No.56, comprising in Dag No.1155, under Khatian No. 139, within present K.M.C. Ward No.100, by virtue of a registered Deed of Gift dated 29.03.1990, registered in the Office at District Sub-Registrar, Alipore and entered into Book No. 1, Volume No.168, at Pages 189 to 197, Deed No.4677 for the year 1990 from her husband's brother namely Sri Samir Aich, son of Late Sushil Bhusan Aich, residing at 4/35, Vidyasagar Colony, previously P.S. Jadavpur, thereafter P.S. Patuli, presently P.S. Netaji Nagar, Kolkata – 700 047, District – South 24-Parganas and said Sri Samir Aich, purchased the said plot of land by virtue of a registered Deed of Sale dated 22.08.1978, registered at Sub-Registrar, Alipore and recorded into Book No.1, Volume No.89, at Pages 180 to 183, Deed No.3360 for the year 1978 from the then Owners/Vendors namely Sri Birendra Nath banerjee, Sri Nripendra Nath Banerjee and Smt. Gayatri Mukherjee for a valuable consideration as mentioned therein.

AND WHEREAS after obtaining the plot of land said **SMT. SWAPNA AICH**, the **OWNER No.1** herein recorded her donated land in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.15J, Raipur Mondal Para Road, within K.M.C. Ward No.100, Assessee No.21-100-09-0059-3.

AND WHEREAS said **SMT. SWAPNA AICH**, the **OWNER No.1** herein becomes the absolute Owner of the said entire plot of land measuring an area of 4 (Four) Cottahs (267.558 Sqm.) togetherwith one tile shed situated in Mouza – Raipur, J.L. No. 33, Touzi No.56, comprising in Dag No.1155, under Khatian No. 139, within present K.M.C. Ward No.100, known as K.M.C. Premises No.15J, Raipur Mondal Para Road, within K.M.C. Ward No.100, Assessee No.21-100-09-0059-3, presently Police Station – Netaji Nagar, Kolkata – 700 047.

AND WHEREAS The Government of The State of West Bengal desired to rehabilitate the refugees displaced from East Pakistan (Now Bangladesh) after Independence and accordingly The Government of The State of West Bengal acquired a





Advt. Dist. Registrar
19 JUN 2019
South 24 Parganas
Kolkata- 700027

vast quantity of land including the land of one Sushil Bhusan Aich, deceased father of the OWNER No.2 herein namely **SRI SAMIR AICH**.

AND WHEREAS after displaced from East Pakistan (Now Bangladesh) said Sushil Bhusan Aich, since deceased was occupying and possessing a plot of colony land and property and he had been residing there by erecting a one pucca storied building measuring covered area of 800 (Eight hundred) Sq.ft. and thereafter Sushil Bhusan Aich, deceased father of Sri Samir Aich herein erected another floor measuring covered area of 600 (Six hundred) Sq.ft. on the said land measuring total land area of 4 (Four) Cottahs 12 (Twelve) Chittacks 0 (Zero) Sq.ft. (317.725 Sq.mt) situated in Mouza - Raipur, J.L. No.33, comprising in C.S. Plot No.1059(P) and 1374(P), E/P No.232, SP No.517, District-South 24 Parganas.

AND WHEREAS by virtue of a registered Deed of Indenture dated 20.07.1989, registered in the office of the Additional District Registrar at Alipore and recorded in Book No.I, Volume No.48, at Pages 13 to 16, Being No.3529 for the year 1989, the Governor of The State of West Bengal, executed and registered the said plot of land measuring an area of 4 (Four) Cottahs 12 (Twelve) Chittacks 0 (Zero) Sq.ft. situated in Mouza - Raipur, J.L. No.33, comprising in C.S. Plot No.1059(P) and 1374(P), E/P No.232, SP No.517, within previously P.S. Jadavpur, thereafter P.S. Patuli, presently P.S. Netaji Nagar, District-South 24 Pargans, in favour of said Sushil Bhusan Aich, since deceased.

AND WHEREAS thereafter said Sushil Bhusan Aich, since deceased recorded his donated property in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.69/1/4/47, Raja Subodh Chandra Mullick Road, within the K.M.C. Ward No.100, and the property is also known as Postal address 4/35, Vidyasagar Colony, formerly P.S. Patuli, presently P.S. Netaji Nagar, Kolkata - 700 047.

AND WHEREAS said Sushil Bhusan Aich, died intestate on 12.05.2013 and said Sushil Bhusan Aich left his only legal heirs and successors, his wife namely Smt. Mira Aich, one married daughter namely Smt. Sima Bose and two son's namely Sri Prabir Kumar Aich and Sri Samir Aich, who have jointly inherited the entire property as per Hindu Succession



Act 1956 each having undivided $1/4^{\text{th}}$ share of the total land and two storied building known as K.M.C. Premises No.69/1/4/47, Raja Subodh Chandra Mullick Road, within the K.M.C. Ward No.100 and the property is also known as Postal address 4/35, Vidyasagar Colony, formerly P.S. Patuli, presently P.S. Netaji Nagar, Kolkata – 700 047.

AND WHEREAS by virtue of registered Deed of Gift dated 25.11.2013, registered at Additional District Sub-Registrar, Alipore and recorded into Book No.1, CD Volume No.37, at Pages 665 to 680, Deed No.9097 for the year 2013, said Smt. Mira Aich, Smt. Sima Bose and Sri Prabir Kumar Aich donated their undivided $3/4^{\text{th}}$ share of the total property in favour of Sri Samir Aich, the Donor No.2 herein.

AND WHEREAS after obtaining the $3/4^{\text{th}}$ share entire property said Sri Samir Aich, becomes the absolute Owner in respect of the entire property as said Sri Samir Aich himself the owner of undivided $1/4^{\text{th}}$ share of the concerned property and thereafter said Sri Samir Aich, mutated his name in respect of the total property in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.69/1/4/47, Raja Subodh Chandra Mullick Road, within the K.M.C. Ward No.100, and new Assessee No.21-100-08-2593-5, and the property is also known as Postal address 4/35, Vidyasagar Colony, presently P.S. Netaji Nagar, formerly P.S. Patuli, Kolkata – 700 047.

AND WHEREAS said Sri Samir Aich, becomes the absolute Owner of the entire plot of land measuring an area of 4 (Four) Cottahs 12 (Twelve) Chittacks 0 (Zero) Sq.ft. and also the existing two storied old building measuring total covered area of 1400 (One thousand and four hundred) Sq.ft. out of which measuring total covered area of ground floor 800 (Eight hundred) Sq.ft. and first floor measuring total covered area of 600 (Six hundred) Sq.ft. situated in Mouza - Raipur, J.L. No.33, comprising in C.S. Plot No.1059(P) and 1374(P), E/P No.232, SP No.517, within the jurisdiction of The Kolkata Municipal Corporation Ward No.100, The Kolkata Municipal Corporation Premises No.69/1/4/47, Raja Subodh Chandra Mullick Road, within the K.M.C. Ward No.100, and the property is also known as Postal address 4/35, Vidyasagar Colony, presently P.S. Netaji Nagar, formerly P.S. Patuli, Kolkata – 700 047, District : South 24-Parganas.



AND WHEREAS both the plots of land said Smt. Swapna Aich and Sri Samir Aich, are situated side by side and adjacent to each other.

AND WHEREAS thereafter said Smt. Swapna Aich and Sri Samir Aich, duly amalgamated their both plots of land into one compact plot of land by virtue of a registered Deed of Exchange dated 04.12.2014, registered at A.D.S.R. Alipore South 24 Parganas and recorded into Book No.1, CD Volume No.38, at Pages 1569 to 1584, Deed No.08944 for the year 2014. It is pertinent to mentioned that ownership of land area of Owner No.2 namely **Sri Samir Aich** is beggar than the land of **Smt. Swapna Aich**.

AND WHEREAS by virtue of this Deed of Exchange said Smt. Swapna Aich and Sri Samir Aich, become the absolute joint Owners of the entire plot of land measuring an area of **8 (Eight) Cottahs 12 (Twelve) Chittack 00 (Zero) Sq.ft. (585.284 Sqm.)** alongwith one tile shed and one two storied building and thereafter both of them namely said Smt. Swapna Aich and Sri Samir Aich, jointly recorded their names in the record of the K.M.C. known as **K.M.C. Premises No.69/1/4/47, Raja S.C. Mullick Road, within K.M.C. Ward No.100, Assessee No.21-100-08-2593-5, corresponding to Postal address 4/35, Vidyasagar Colony, formerly P.S. Patuli, presently P.S. Netaji Nagar, Kolkata – 700 047.**

AND WHEREAS thereafter by virtue of a registered Deed of Gift dated 10.11.2017, registered at A.D.S.R. Alipore, South 24 Parganas recorded into Book No.1, Volume No.1605-2017, at Pages 190874 to 190911, Deed No.7008 for the year 2017 said Smt. Swapna Aich and Sri Samir Aich, are willing to bestow their part of the demarcated land from the part of the Northern side of the entire plot of land measuring an area of 10 (Ten) Chittacks 13 (Thirteen) Sq.ft. (43.06 Sqm.) togetherwith one tile shed out of their entire land area measuring **8 (Eight) Cottahas 12 (Twelve) Chittacks 0 (Zero) Sq.ft.** alongwith one tile shed and one two storied building known as part of the **K.M.C. Premises No.69/1/4/47, Raja S.C. Mullick Road, within K.M.C. Ward No.100, Assessee No.21-100-08-2593-5, corresponding to Postal address 4/35, Vidyasagar Colony, formerly P.S. Patuli, presently P.S. Netaji Nagar, Kolkata – 700 047, in favour of Sri Prabir Kumar Aich, son of Late Sushil Bhusan Aich, residing at 15E, Raipur Mondal Para Road, P.S. previously Patuli, at present P.S. Netaji Nagar, Kolkata – 700 047, District –**

 MS

South 24-Parganas.

AND WHEREAS after such registered Deed of Gift the present OWNERS i.e. the parties of the FIRST PART herein are the absolute joint owners of remaining plot of land measuring an area of 8 (Eight) Cottahs 1 (One) Chittack 32 (Thirty two) Sq.fl. (542.270 Sqm.) togetherwith one storied building and it has been established by virtue of a registered Deed of Declaration dated 23.07.2018 registered at A.D.S.R. Alipore, South 24 Parganas recorded into Book No.1, Volume No.1605-2018, at Pages 151218 to 151233, Deed No.4811 for the year 2018.

AND WHEREAS thereafter the present Owners herein recorded their remaining land in the record of the K.M.C. known as **K.M.C. Premises No.69/1/4/47, Raja S.C. Mullick Road, within K.M.C. Ward No.100**, Assessee No.21-100-08-2593-5 corresponding to Postal address 4/35, Vidyasagar Colony, formerly P.S. Patuli, presently P.S. Netaji Nagar, Kolkata – 700 047.

AND WHEREAS the OWNERS are very much desirous to construct a Ground Plus Three Storied Building with Lift facility on their said land and to do and to make construction of a new building on their said land, they have no such fund as well as experience in the matter and so the OWNERS approached the Party of **SECOND PART** i.e. the **DEVELOPER** herein agreed to make construction of a new Ground Plus Three Storied Building with Lift facility as per sanction residential building plan to be sanctioned by The Kolkata Municipal Corporation at the **DEVELOPER'S** cost as well as annexed specification marked with letter – 'X' decided mutually by both the parties herein.

AND WHEREAS the party of the **SECOND PART** herein i.e. the **DEVELOPER** has agreed to make the construction of the proposed new Ground Plus Three Storied Building with Lift facility in flat systems for residential and other purposes as 50% : 50% ratio on sanction flat portion and sanction Car Parking Space portion from the proposed building in kind of flats etc. after giving the **OWNERS** the **Owners' Allocation** i.e. the 50% of sanction area of the proposed building as described below.

 . _____ MD

That both the **OWNERS** herein shall jointly get from the **Developer** entire complete Second Floor flat area consisting of two Nos. of double bed room flats (North-East-South portion of the building i.e. eastern part of the stair case) and two Nos. of triple bed rooms Flats (North-West-South portion of the building i.e. western part of the stair case) and the Owners shall also get one double bed room flat on Third Floor South-East side (i.e. from eastern part of stair case) of the building as per sanctioned building plan and one complete triple bed room flat on Third floor South-West side (i.e. western part of stair case) of the building and said **Smt. Swapna Aich** shall also get the non refundable sum of Rs.5,50,000/- (Rupees Five Lac Fifty Thousand) only from the **Developer** by two separate instalments : (i) Rs.2,50,000/ (Rupees Two Lac and Fifty Thousand) only has already been paid by the Developer in favour of **Smt. Swapna Aich** as mentioned in the memo below and (ii) At the time of handing over Owners' Allocation balance Rs.3,00,000/- (Rupees Three Lac) only to be paid by the **Developer** to the **OWNER NO.1**. The **OWNER No.2** namely **Sri Samir Aich** shall not get any money consideration from the **Developer**.

Both the **OWNERS** shall jointly get the 50% of sanction Car Parking Space from the **Developer** to be situated on Ground Floor North-East-Southern portion (i.e. eastern part of stair case) of the building and rest part out of 50% of Car Parking Space i.e. only one Car parking Space shall be obtained by the **OWNERS** from the **Developer** in the Second Front facing Car Parking Space from western part of the building. It is pertinent to mention that after taking delivery of the entire Owners' Allocation from the **DEVELOPER**, the **OWNERS** herein shall partition their entire allocation as aforesaid by a registered Deed of partition, and the Developer shall bear the entire cost of Registration of such Partition.

Besides the **OWNERS** shall jointly enjoy the undivided proportionate share of land and enjoy the common rights and facilities of the proposed building as morefully described in the **SCHEDULE "B"** hereunder written and it is appearing as the consideration for the land as described in the **SCHEDULE "A"** hereunder written.

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AND WHEREAS the Party of the **SECOND PART** i.e. the **DEVELOPER** herein shall get rest 50% (Fifty percent) of the sanction Flat area and also 50% (Fifty percent) of the sanction Car Parking Space i.e. the **DEVELOPER** shall get entire complete First Floor as per K.M.C. sanction flat area consisting of two Nos. of three Bed Rooms Flat (North-West-Southern portion of the building i.e. western part of stair case) and two Nos. Double Bed Room Flats (North-East-Southern portion of the building i.e. eastern part of stair case) and the **DEVELOPER** shall also get one Three Bed Room Flat on Third Floor (Top Floor) North-West side (i.e. from western part of stair case) of the building and another one double Bed Room Flat on Third Floor (Top Floor) North-East side (i.e. from eastern part of stair case) of the proposed building and also 50% of the sanction Car Parking area on the Ground floor North-West-South portion of the building excluding only one Car parking Space of the Owners' Allocation situated in the Second Front Car Parking from western part of the building as mentioned in the **SCHEDULE "B"** herein. It is noted that the existing entire two storied building standing in the said Premises shall be demolished by the Developer at its cost and the Developer shall enjoy the entire sale proceeds thereto. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The Party of the **SECOND PART** shall erect the entire proposed ground plus three storied building with Lift facility at its cost and its supervision and labour and thereafter the **DEVELOPER** shall deliver the **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE "B"** herein to be erected as per annexed Specification as well as the building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall sell its allocation i.e. the **DEVELOPER'S ALLOCATION** to the interested parties from whom the **DEVELOPER** shall collect the entire sale proceeds from the allocation.

AND WHEREAS the Party of the **SECOND PART** has agreed to do this Project by constructing a building on the said land upto maximum height consuming maximum F.A.R. and also as per annexed specification and also as per sanction residential building plan to be sanctioned by The Kolkata Municipal Corporation as per permissible law of the said Corporation consisting of several flats or apartments and garage at the cost of the Party of the **SECOND PART** and also providing for common area and other facilities/amenities

for the purpose of selling of flats/Apartments as described in the **SCHEDULE "D"** hereunder written and the Party of the **SECOND PART** shall get and enjoy all other flats etc. of the proposed building excluding the Owner's Allocation to be constructed in all respects at the cost of the **DEVELOPER**.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions :-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term :
 - (a) **OWNERS** : shall mean the parties of the **FIRST PART** herein and their legal heirs, executors, administrators, and legal representatives.
 - (b) **DEVELOPER** : shall mean the Party of the **SECOND PART** herein for the time being and his respective successors or successors-in-interest, legal heirs, representatives, administrators and assigns.
 - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
 - (d) **PREMISES** : shall mean the Property measuring land area 8 (Eight) Cottahs 1 (One) Chittack 32 (Thirty two) Sq.ft. (542.270 Sqm.) more or less in known as K.M.C. Premises No.69/1/4/47, Raja Subodh Chandra Mullick Road, within the K.M.C. Ward No.100, Assessee No.23-100-08-2593-5, and the property is also known as Postal address 4/35, Vidyasagar Colony, P.S. Patuli, (formerly P.S. Jadavpur), Kolkata - 700 047 as mentioned and described in the **SCHEDULE 'A'** hereunder written.
 - (e) **BUILDING** : shall mean the proposed residential Ground plus three storied building with Lift facility to be constructed on the said premises as per sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII.
 - (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, stair, land ways, lift and lift room, passage ways, driveways, common lavatories, pump room, meter space, ultimate roof of the building (from the North-West-

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Southern portion of the building i.e. western part of stair case), water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the SCHEDULE "C" hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owner who shall purchase the same from the **DEVELOPER** and also owner of the land.

- (g) **OWNERS' ALLOCATION** : That both the **OWNERS** herein shall jointly get from the **Developer** entire complete Second Floor flat area consisting of two Nos. of double bed room flats (North-East-South portion of the building i.e. eastern part of the stair case) and two Nos. of triple bed rooms Flats (North-West-South portion of the building i.e. western part of the stair case) and the Owners shall also get one double bed room flat on Third Floor South-East side (i.e. from eastern part of stair case) of the building as per sanctioned building plan and one complete triple bed room flat on Third floor South-West side (i.e. western part of stair case) of the building and said **Smt. Swapna Aich** shall also get the non refundable sum of Rs.5,50,000/- (Rupees Five Lac Fifty Thousand) only from the **Developer** by two separate instalments : (i) Rs.2,50,000/- (Rupees Two Lac and Fifty Thousand) only has already been paid by the Developer in favour of **Smt. Swapna Aich** as mentioned in the memo below and (ii) At the time of handing over Owners' Allocation balance Rs.3,00,000/- (Rupees Three Lac) only to be paid by the **Developer** to the **OWNER NO.1**. The **OWNER No.2** namely **Sri Samir Aich** shall not get any money consideration from the **Developer**.

Both the **OWNERS** shall jointly get the 50% of sanction Car Parking Space from the **Developer** to be situated on Ground Floor North-East-Southern portion (i.e. eastern part of stair case) of the building and rest part out of 50% of Car Parking Space i.e. only one Car parking Space shall be obtained by the **OWNERS** from the **Developer** in the Second Front facing Car Parking Space from western part of the building. It is pertinent to mention that after taking delivery of the entire Owners' Allocation from the **DEVELOPER**, the **OWNERS** herein shall partition their entire



allocation as aforesaid by a registered Deed of partition, and they bear the entire cost for such portion including registration fees and stamp duties.

- (h) **DEVELOPER'S ALLOCATION** : the **DEVELOPER** herein shall get rest 50% (Fifty percent) of the sanctioned Flat area and also 50% (Fifty percent) of the sanctioned Car Parking Space i.e. the **DEVELOPER** shall get entire complete First Floor as per K.M.C. sanctioned flat area consisting of two Nos. of three Bed Room Flats (North-West-Southern portion of the building i.e. western part of stair case) and two Nos. Double Bed Room Flats (North-East-Southern portion of the building i.e. eastern part of stair case) and the **DEVELOPER** shall also get one Three Bed Room Flat on Third Floor (Top Floor) North-West side (i.e. from western part of stair case) of the building and another one double Bed Room Flat on Third Floor (Top Floor) North-East side (i.e. from eastern part of stair case) of the proposed building and also 50% of the sanctioned Car Parking area on the Ground floor North-West-South portion of the building excluding only one Car parking Space of the Owners' Allocation situated in the Second Front Car Parking from western part of the building as mentioned in the **SCHEDULE "B"** herein. It is noted that the entire existing two storied building standing in the said Premises shall be demolished by the Developer at its cost and the Developer shall enjoy the entire sale proceeds thereto. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The Party of the **SECOND PART** shall erect the entire proposed ground plus three storied building with Lift facility at its cost and its supervision and labour and thereafter the **DEVELOPER** shall deliver the **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE "B"** herein to be erected as per annexed Specification as well as the building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall sell its allocation i.e. the **DEVELOPER'S ALLOCATION** to the interested parties from whom the **DEVELOPER** shall collect the entire sale proceeds from the allocation.

- (i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises and such expenses will be borne by the **DEVELOPER**.
- (j) **BUILDING PLAN** : would mean such plan prepared by the Planner for the construction of the proposed building to be sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the **DEVELOPER**.
- (k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
2. **THIS AGREEMENT** : shall be effect from the date of execution of this agreement.
3. **THE OWNERS DECLARE** as follows:
- (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to the said property as described in the **SCHEDULE 'A'** below.
- (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title measuring net land area 8 (Eight) Cottahs 1 (One) Chittack 32 (Thirty two) Sq.ft. (542.270 Sqm.) togetherwith a two storied old building standing thereon known as **K.M.C. Premises No.69/1/4/47, Raja S.C. Mullick Road, within K.M.C. Ward No.100, Assessee No.21-100-08-2593-5, corresponding to Postal address 4/35, Vidyasagar Colony, formerly P.S. Patuli, presently P.S. Netaji Nagar, Kolkata - 700 047.**
- (c) That the said property is free from all encumbrances, charges, liens, lispensens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.



4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation.
- (b)(i) **OWNERS' ALLOCATION** : the **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written.
- (ii) **DEVELOPER'S ALLOCATION** ; The **DEVELOPER** shall get the rest flat area and Car Parking area of the building excluding the Owners' Allocation. The Developer's Allocation has been described in the **SCHEDULE-'D'** below.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building plan and its alternation/modification/verification of the sanctioned building plan from the appropriate authorities to be prepared signed and submitted by the **DEVELOPER** for and in the names of the **OWNERS** at the cost of **DEVELOPER** as the attorney of the **OWNERS** and if any alteration/modification of making further plans for proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOPER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid as the Owners' attorney and the **OWNERS**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.



- (e) That the **DEVELOPER** shall erect the entire building in the said premises as per said sanctioned building plan and for the same the **OWNERS** shall put their signature as and when necessary and during the construction or after construction the **DEVELOPER** shall sell only the Developer's portion and right to use all other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a ground plus three storied building thereon in accordance with the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office.
- (g) The **DEVELOPER** shall make, build, construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by it for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of its allocation i.e. **DEVELOPER'S ALLOCATION** in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the name of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in



terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations for facilitating the proposed project.

- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building inhabitable condition at the said premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and the **DEVELOPER** further covenant to complete the said building within 39 (Thirty nine) months from the date of execution and registered of the Development Agreement and Developer Power of Attorney.
- (k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.
5. **THE OWNERS HEREBY AGREED AND COVENANTS WITH THE DEVELOPER** as follows :-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOPER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
- (iii) The **OWNERS** positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making



construction work of the proposed building as per sanctioned building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** within 39 (Thirty nine) months from the date of execution and registration of the Development Agreement and Developer Power of Attorney.

- (iv) The **DEVELOPER** shall sell all the flats, parking spaces etc. of the proposed building, from the **DEVELOPER'S ALLOCATION** (strictly excluding the Owners' Allocation) as described in the **SCHEDULE 'D'** hereunder written **TOGETHERWITH** the right of use the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per its terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.
- (v) The **OWNERS** hereby empowers and authorizes the **DEVELOPER** to do this project in connection with the said property as described in the schedule hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNERS** shall execute and register a separate Developer Power of Attorney in favour of the **DEVELOPER**.

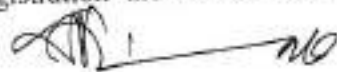
6. **THE DEVELOPER HEREBY AGREED AND COVENANT WITH THE OWNERS** as follows :-
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
 - (ii) To complete the construction of the building within 39 (Thirty nine) months from the date of execution and registration of Development Agreement and Developer Power of Attorney. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time as per its requirement.
 - (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
 - (iv) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
 - (v) The **OWNERS** shall never charge the property during pendency of this Agreement.
 - (vi) Completion time of the project shall be 39 (Thirty nine) months from the date of execution and registration of this Development Agreement and Developer Power of Attorney.
 - (vii) If required a Supplementary Agreement has to be made after sanction of the building plan, clearing, showing and demarcating the respective portion of the Owners' Allocation and the Developer's Allocation.



- (viii) The DEVELOPER complete the construction specification as per annexed which shall be part of the agreement under annexure X.

7. **MUTUAL COVENANT AND INDEMNITIES**

- (i) The OWNERS hereby undertakes that the DEVELOPER shall be entitled to the proposed construction on Developer's allocation excluding the Owners' Allocation. The OWNERS shall enjoy their Allocation without interference or disturbances from their end, provided the DEVELOPER shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The OWNERS shall execute and register a Development Power of Attorney in favour of the DEVELOPER to complete the project and also register conveyance Deeds in favour of the intending purchasers in respect of the Developers' Allocation and the DEVELOPER shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the DEVELOPER'S ALLOCATION (strictly excluding the Owners' allocation) and the OWNERS shall join in the same when they shall be called for.
- (iii) The OWNERS shall hand over the original Title Deed, link deed, Gift Deeds, Deed of Declaration etc. and Mutation Certificate of K.M.C. and other original papers in respect of the property to the DEVELOPER at the time execution of the agreement and the DEVELOPER shall grant receipt for the same in favour of the OWNERS.
- (iv) The DEVELOPER shall clear up all then previous outstanding K.M.C. taxes of the total property and also other incidental cost in respect of the property for the promotion work at its cost. Immediate completion of the proposed building the DEVELOPER shall be liable to bring necessary Completion Certificate from the K.M.C. as regards the proposed building at its cost as early as possible and the DEVELOPER shall supply the copy of the same to the OWNERS as soon as the said Completion Certificate shall available. It is pertinent to mention that at the time of execution and registration the OWNERS have handed over the

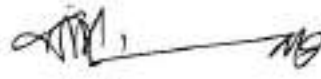


possession of the property to the **DEVELOPER** and thereafter the **DEVELOPER** shall demolish the old existing building at its cost and enjoy the sale proceeds of the said demolished materials.

- (v) The **DEVELOPER** shall bear the entire cost of the construction of the proposed building. The **DEVELOPER** shall bring the main electric meter of the building but the Owners and also the intending purchasers of the building shall bear the cost for their individual meter.
- (vi) During construction if any accident occurs the **DEVELOPER** shall have to face the entire consequences thereof and pay the necessary penalty to such person(s) as and when necessary and indemnify the **OWNERS**. The **OWNERS** shall never be liable for any financial liability thereof and the same shall be taken up by the **DEVELOPER** only.
- vii) During construction the Developer shall appoint so many Professional men for the construction of the proposed project and purchased different type of materials for the requirement of the project from different persons, the Developer shall have full responsibility to meet up the such expenditures and payments to the supplier time to time. Entire construction cost shall be borne by the Developer only. The Owner shall never be liable to make any payment in connection with the project in question.
- viii) If the Developer fails to complete the project within the stipulated period, the Developer shall have to pay the penalty to the Owners monthly Rs.10,000/- (Rupees Ten Thousand only) till the date of handing over **Owners' Allocation**.

8. **ARBITRATION :**

- i. Save and except what has been specially stated hereunder, all disputes differences between the parties arising out of the meaning, construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by the Arbitrator to be appointed jointly by the Parties or of two independent Arbitrators, one to be appointed by each of the parties, who



shall jointly appoint an umpire and the decision of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties.

- ii. Notwithstanding the foregoing provisions, the right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement shall remain unaffected.

9. **JURISDICTION :**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)
SCHEDULE - 'A'

ALL THAT piece and parcel of the total land area measuring 8 (Eight) Cottahs 1 (One) Chittack 32 (Thirty two) Sq.ft. (542.270 Sqm.) and an existing two storied old building measuring total covered area of 1400 (One thousand and four hundred) Sq.ft. out of which ground floor 40 years old having cemented flooring measuring total covered area of ground floor measuring 800 (Eight hundred) Sq.ft. and first floor 30years old having mosaic flooring measuring total covered area of 600 (Six hundred) Sq.ft. whereon a Ground plus three storied building with Lift facility shall be erected on the said land as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation after demolishing the said existing two storied building situated in Mouza - Raipur, J.L. No.33, comprising in C.S. Plot No.1059(P) and 1374(P), E/P No.232, SP No.517, under Refugee Relief and Rehabilitation Department, West Bengal within the jurisdiction of The Kolkata Municipal Corporation Ward No.100, The Kolkata Municipal Corporation . known as K.M.C. Premises No.69/1/4/47, Raja S.C. Mullick Road, within K.M.C. Ward No.100, Assessee No.21-100-08-2593-5, corresponding to Postal address 4/35, Vidyasagar Colony, formerly P.S. Patuli, presently P.S. Netaji Nagar, Kolkata – 700 047, District : South 24-Parganas the entire property is butted and bounded by :


<u>ON THE NORTH</u>	:	15E, Roypur Mondal Para Road, 4/33B, Vidyasagar Colony Road and 4.85 Mt. wide K.M.C. Road;
<u>ON THE SOUTH</u>	:	4/54, Vidyasagar Colony and C/23, Ramgarh;
<u>ON THE EAST</u>	:	15/D, Raipur Mondal Para Road and 3.5 Mt. K.M.C. Road;
<u>ON THE WEST</u>	:	4/36, Vidyasagar Colony.



SCHEDULE - 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

That both the **OWNERS** herein shall jointly get from the **Developer** entire complete Second Floor flat area consisting of two Nos. of double bed room flats (North-East-South portion of the building i.e. eastern part of the stair case) and two Nos. of triple bed rooms Flats (North-West-South portion of the building i.e. western part of the stair case) and the Owners shall also get one double bed room flat on Third Floor South-East side (i.e. from eastern part of stair case) of the building as per sanctioned building plan and one complete triple bed room flat on Third floor South-West side (i.e. western part of stair case) of the building and said **Smt. Swapna Aich** shall also get the non refundable sum of Rs.5,50,000/- (Rupees Fife Lac Fifty Thousand) only form the **Developer** by two separate instalments : (i) Rs.2,50,000/ (Rupees Two Lac and Fifty Thousand) only has already been paid by the Developer in favour of Smt. Swapna Aich as mentioned in the memo below and (ii) At the time of handing over Owners' Allocation balance Rs.3,00,000/- (Rupees Three Lac) only to be paid by the **Developer** to the **OWNER NO.1**. The **OWNER No.2** namely **Sri Samir Aich** shall not get any money consideration from the **Developer**.

Both the **OWNERS** shall jointly get the 50% of sanction Car Parking Space from the **Developer** to be situated on Ground Floor North-East-Southern portion (i.e. eastern part of stair case) of the building and rest part out of 50% of Car Parking Space i.e. only one Car parking Space shall be obtained by the **OWNERS** from the **Developer** in the Second Front facing Car Parking Space from western part of the building. It is noted that North-East-Southern portion of the ultimate roof of the proposed building i.e. eastern part of stair case shall be exclusively used by the land owners herein and said North-East-Southern portion of the ultimate roof of the proposed building i.e. eastern part of stair case shall never be used by the Developer and as well as the intending purchasers of the building. It is pertinent to mention that after taking delivery of the entire Owners' Allocation form the **DEVELOPER**, the **OWNERS** herein shall partition their entire allocation as aforesaid by a registered Deed of partition, and the Developer shall pay the necessary Government Stamp Duty and registration fees for registration of the said Deed of Partition.



SCHEDULE - 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Stair-case, Lift, common passage, water lines and water, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, ultimate roof of the building (from the North-West-Southern portion of the building i.e. western part of stair case), stair and landings, main gate and entrance and proportionate land, pump and motor, septic tank, water reservoir and water tank.

SCHEDULE - 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT the **DEVELOPER** herein shall get rest 50% (Fifty percent) of the sanction Flat area and also 50% (Fifty percent) of the sanction Car Parking Space i.e. the **DEVELOPER** shall get entire complete First Floor as per K.M.C. sanction flat area consisting of two Nos. of three Bed Rooms Flat (North-West-Southern portion of the building i.e. western part of stair case) and two Nos. Double Bed Room Flats (North-East-Southern portion of the building i.e. eastern part of stair case) and the **DEVELOPER** shall also get one Three Bed Room Flat on Third Floor (Top Floor) North-West side (i.e. from western part of stair case) of the building and another one double Bed Room Flat on Third Floor (Top Floor) North-East side (i.e. from eastern part of stair case) of the proposed building and also 50% of the sanction Car Parking area on the Ground floor North-West-South portion of the building excluding only one Car parking Space of the Owners' Allocation situated in the Second Front Car Parking from western part of the building as mentioned in the **SCHEDULE "B"** herein. It is noted that the existing entire two storied building standing in the said Premises shall be demolished by the Developer at its cost and the Developer shall enjoy the entire sale proceeds thereto. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The Party of the **SECOND PART** shall erect the entire proposed ground plus three storied building with Lift facility at its cost and its supervision and labour and thereafter the **DEVELOPER** shall deliver the **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE "B"** herein to be erected as per annexed Specification as well as the building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall sell its allocation i.e. the **DEVELOPER'S ALLOCATION** to the interested parties from whom the **DEVELOPER** shall collect the entire sale proceeds from the allocation.



IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESS :

1. A. Chijole Kumar Mishra
69/1, Baghajatin Place
Kolkata - 700086

1. Swapna Aich

2. Samir Aich

SIGNATURE OF THE OWNERS

~~Somesh Mishra~~
→
High Court
Calcutta

S. G. CONSTRUCTION

Smrity Ho.

Partner

S. G. CONSTRUCTION

Good Value

Partn

S. G. CONSTRUCTION

Geetan Ray

Partner

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY :

Debes Kumar Misra (D.K.M. → MS)

(DEBES KUMAR MISRA)

ADVOCATE [Enrollment No. F/364/329/1989]

HIGH COURT, CALCUTTA

Resi-cum-Chamber :69/1, Baghajatin
Place, Kolkata-86

PH-9830236148(D.K.M.),

Email:debeskumarmisra@gmail.com

9051446430(Somesh),

Email:mishrasomesh08@gmail.com

9836115120(Tapesh),

Email:tapesh.mishra85@gmail.com



Appl. No. 100- Registrar
Bhopal
19 JUN 2019
Sd/-
Registrar

ANNEXTURE - 'X'SCHEDULE OF WORK(SPECIFICATION OF THE BUILDING CONSTRUCTION)All Civil Work as per I.S.I. standard.

- A. **Number of Floors** : Ground plus three Storied building with lift facility.
- B. **General** : The building shall be R.C.C. framed structured design of Architect and according to sanctioned Building Plan.
- C. **Brick Work** : 200mm. Thickness Brick work shall be done on outside walls with First class bricks in Cement and Mortar (1:6) 75/125 mm. Thick inside partition walls between the Flats with first class brick wall be done in Cement Mortar (1:4) as necessary.
- D. **Flooring skirting** : All room, verandah and kitchen will be laid tiles/marble(Granite palish) , Black Stone kitchen slab in kitchen and upto 2' ft height. Glazed tiles over kitchen slab. In toilets ceramic tiles floor and dado upto 5'-6" height.
- E. **Plastering** : The outer side, inner side and the ceiling plaster of the building will be of standard thickness and plaster of paris to be provided in bed rooms, living room, toilet, kitchen, and verandah.
- F. **Doors and Windows** : All doors of the flat would be of Commercial flash door with necessary standard fittings, Window-Aluminium sliding windows with glass panels and fittings with Grills.
- G. **Toilets and Kitchen ; Toilet :**
- i) European White Comode with Cistern and one tap.
 - ii) Shower with two taps shall be provided.
- Kitchen/Dining** : One Black Stone sink, two taps, Black stone kitchen shelf, wash basin.
- H. **Stair case room and Railings** : Staircase room will be provided as per design and sanctioned plan M.S. Railings from ground floor to top floor with height upto 2'-6".

S. G. CONSTRUCTION

Goutam Ray
PartnerSwapna Aich.
Samir Aich

D. CONSTRUCTION

Surya Das.
Partner

S. H. CONSTRUCTION

C. R. K. Das
Partner

- I. **Electrical Installations** : (i) Three light points, one fan point and one plug point in drawing/dinning space.
- ii) One fan point, two light points and one plug point in bed room.
- iii) Two light points in toilet and kitchen.
- iv) Concealed wiring with Copper wire will be provided.
- J. **Extra work** : All extra works other than the standard specification shall be entertained by the Builder and charged at a rate as would be decided by the Builder before starting of the said extra work. No outside contractor will be allowed to execute the said extra work till the possession of the Flat is obtained by the Purchasers on payment of consideration money in full. Entire payments towards such extra work shall have to be made in full before proceeding with the said extra work and any cost of such extra work shall not be adjusted in the event the Owner/Purchasers change the specification as would be provided by the Developer.
- K. **Water Supply** :
- i) Overhead reservoir (PVC) will be provided at the top floor of the building through Kolkata Municipal Corporation, Water Supply.
- ii) Connected internal lines as necessary in Kitchen, toilet and suitable electrical pump with motor will be installed in the Ground floor to deliver water to overhead reservoir from ground floor reservoir.
- L. **LIFT** : Lift to be installed.

It is noted that if any extra work is done as per the desire of the OWNERS, for such extra work, the OWNERS shall pay the necessary cost to the DEVELOPER.

B. G. CONSTRUCTION

Sangay Das
Partner

B. G. CONSTRUCTION

Gopal Modak
Partner

B. G. CONSTRUCTION

Gautam Roy
Partner

Swarna Aich
Samir Aich

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.2,50,000/- (Rupees Two lac and fifty thousand) only as part non-refundable sum from the DEVELOPER herein by both the Owners in the manner followings :-

Sl No.	Date	Draft No.	Name of the Bank and Branch	Amount Rs.
1.	29.11.2018	504207	Canara Bank, Baghajatin Branch	Rs.2,50,000.00
				<u>Rs.2,50,000.00</u>

(Rupees Two lac and fifty thousand) only

WITNESSES:

1. *Achijit Kumar Mishra*
69/A Baghajatin Place
Kolkata - 700 86

~~Correct address~~
 → ~~69/A~~
 → High Court
 Kolkata

Swapan Aich.

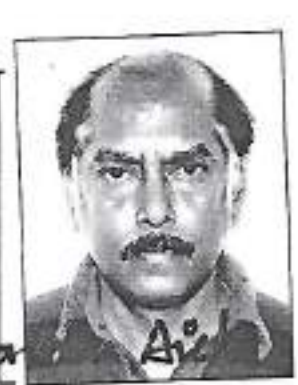
SIGNATURE OF THE OWNER No.1

MS
Adm case



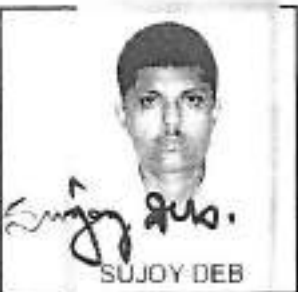
Name ... SWAPNA AICH
Signature ... Swapna Aich.

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left hand					
right hand					



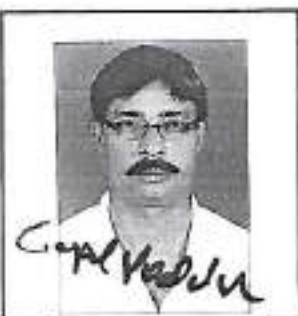
Name ... SAMIR AICH
Signature ... Samir Aich

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left hand					
right hand					













Name ... SUJOY DEB
Signature ... Sujoy Deb

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left hand					
right hand					



Name ... GOPAL PODDER
Signature ... Gopal Podder

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left hand					
right hand					

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left hand					
right hand					

Name .. GOUTAM ROY

Signature .. Gautam Roy

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left hand					
right hand					

Name

Signature

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left hand					
right hand					

Name

Signature

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left hand					
right hand					

Name

Signature

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

GRN: 19-201920-002759265-1

Payment Mode Online Payment

GRN Date: 19/06/2019 10:27:43 ,

Bank : State Bank of India

BRN : IK0ACDAEQ6

BRN Date: 19/06/2019 10:28:37

DEPOSITOR'S DETAILS

Id No. : 16050000947222/2/2019

[Query No./Query Year]

Name : SUJOY DEB

Contact No. :

Mobile No. : +91 9433135710

E-mail :

Address : A. 23 RABINDRAPALLY KOLKATA 700086

Applicant Name : Mr Somesh Mishra

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16050000947222/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	19921
2	16050000947222/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	2521

Total

22442

In Words : Rupees Twenty Two Thousand Four Hundred Forty Two only



Government of West Bengal

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










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

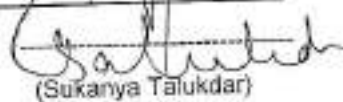
Signature / LTI Sheet of Query No/Year 16050000947222/2019

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

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
1	Mrs Swapna Aich 15E, Raipur Mondal Para Road, P.O:- Naktala, P.S:- Patuli, District:- South 24-Parganas, West Bengal, India, PIN - 700047	Land Lord			Swapna Aich 19/6/19
2	Mr Samir Aich 4/35, Vidyasagar Colony, P.O:- Naktala, P.S:- Patuli, District:- South 24-Parganas, West Bengal, India, PIN - 700047	Land Lord			Samir Aich 19/6/19
3	Mr Sujoy Deb A/23, Rabindra Pally, P.O:- Baghajatin, P.S:- Patuli, District:- South 24-Parganas, West Bengal, India, PIN - 700086	Representative of Developer [S G Construction]	 SUJOY DEB		Sujoy Deb. 19/6/19

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Gopal Podder 2/249, Sree Colony, P.O.- Regent Estate, P.S.- Patuli, District-South 24-Parganas, West Bengal, India, PIN - 700092	Representative of Developer [S G Construction]			 19/6/19
5	Mr Goutam Roy 14B, Deshbandhu Road, P.O.- Baghajatin, P.S.- Patuli, District-South 24-Parganas, West Bengal, India, PIN - 700086	Representative of Developer [S G Construction]			 19/6/19
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Somesh Mishra Son of Mr D K Misra High Court, Calcutta, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001	Mrs Swapna Aich, Mr Samir Aich, Mr Sujoy Deb, Mr Gopal Podder, Mr Goutam Roy			 19/6/19


(Sukanya Talukdar)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
ALIPORE
South 24-Parganas, West
Bengal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA



स्थायी आयकर खाते का ID
Permanent Account Number Card
AJGPP0813K



नाम / Name
GOPAL PODDER

पिता का नाम / Father's Name
GOURMATA PODDER

जन्म तिथि / Date of Birth
18/10/1960

Gopal Podder
आयकर अधिकारी / Officer

29/02/18

यस कार्ड के खोने/पहने पर कृपया सूचित करें/नोट करें:
आयकर विभाग कार्ड, एन एन डी
5 मीन्सिंग, कोलकाता,
फोन नं. 341, फैक्स नं. 897/8,
मोडल कॉलोनी, नए दूधवाड़ा रोड का, का,
दुरी - 411 016.

*If this card is lost / someone's lost card is found,
please inform / return to -*

Income Tax PAN Services Unit, NSDI,
5th Floor, Market Street,
Phone: 341, Survey No. 9978,
Model Colony, Near Deep Bangladeshi Church,
Durgam, - 411 016.

Tel: 91-20-2721 8283, Fax: 91-20-2721 8081
e-mail: pan@nsdi.co.in



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ADPPA3642G



नाम /NAME
SWAPNA AICH

पिता का नाम /FATHER'S NAME
SURESH DUTTA

जन्म तिथि /DATE OF BIRTH
09-05-1955

हस्ताक्षर /SIGNATURE

Swapna Aich

Shahin

अधीक्षक राजस्व, (संयुक्त. अंश.), कोलकाता
COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA



GOVT. OF INDIA
भारत सरकार



शुल्काधिकार विभाग
INCOME TAX DEPARTMENT

SUJOY DEB

KSHITISH CHANDRA DEB

09/11/1970

Payment Account Number

AFYPD46323

Signature

Signature

भारत सरकार
GOVT OF INDIA

INCOME TAX DEPARTMENT
गोतम राजा

GOUTAM ROY
DOLGOBINDA ROY

04/03/1971
Permanent Account Number
AEO PR70250

Signature
Goutam Roy

11221 071



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ADPFS580DC



नाम: NAGA
S S CONSTRUCTION

निगमन तिथि: 14/02/2018
Date of Incorporation: 14/02/2018

www.iti.gov.in

Samir Aich

आयकर विभाग INCOME TAX DEPARTMENT	भारत सरकार GOVT. OF INDIA
SAMIR AICH	
SUSHIL BHUSHAN AICH	
01/12/1955 Permanent Account Number	
AEGPA7462L	
<i>Samir Aich</i> Signature	

Major Information of the Deed

Deed No :	I-1605-03608/2019	Date of Registration	24/06/2019
Query No / Year	1605-0000947222/2019	Office where deed is registered	
Query Date	18/06/2019 8:13:59 PM	A.D.S R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001 Mobile No. : 9051446430, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,50,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 1,00,84,530/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,071/- (Article 48(g))	Rs. 2,521/- (Article E, E. B)		
Remarks:	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: South 24-Parganas, P.S.- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja S C Mullick Road (Vidyasagar Colony), Premises No: 69/1/4/47, Ward No: 100 Pin Code : 700047

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	8 Katha 1 Chatak 32 Sq Ft	1/-	87,54,530/-	Width of Approach Road: 17 Ft,
Grand Total :				13.3765Dec	1 /-	87,54,530 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1400 Sq ft	2/-	13,30,000/-	Structure Type: Structure

Gr Floor, Area of floor : 800 Sq Ft, Residential Use, Marble Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 600 Sq Ft, Residential Use, Marble Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete

Total :	1400 sq ft	2 /-	13,30,000 /-	
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Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mrs Swapna Aich Wife of Mr Prabir Kumar Aich 15E, Raipur Mondal Para Road, P.O:- Naktala, P.S - Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No. : ADRPA3642G, Status :Individual, Executed by: Self, Date of Execution :19/06/2019 , Admitted by: Self, Date of Admission: 19/06/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 19/06/2019 , Admitted by: Self, Date of Admission: 19/06/2019 ,Place : Pvt. Residence</p>
2	<p>Mr Samir Aich (Presentant) Son of Late Sushil Bhusan Aich 4/35 Vidyasagar Colony, P.O:- Naktala, P.S:- Patuli, District:-South 24-Parganas West Bengal, India, PIN - 700047 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No. : AEGPA7462L, Status :Individual, Executed by: Self, Date of Execution :19/06/2019 , Admitted by: Self, Date of Admission: 19/06/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 19/06/2019 , Admitted by: Self, Date of Admission: 19/06/2019 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>S G Construction 57 Birnagar, P.O:- Baghajatin, P.S:- Patuli, District:-South 24 Parganas, West Bengal, India, PIN - 700086 PAN No. : ADPFS5800C, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr Sujoy Deb Son of Late Kshitish Chandra Deb A/23, Rabindra Pally, P.O:- Baghajatin, P.S - Patuli, District:-South 24 Parganas, West Bengal, India, PIN - 700086, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No. : AFYPD4632G Status : Representative, Representative of : S G Construction (as Partner)</p>
2	<p>Mr Gopal Podder Son of Late Gour Netal Podder 2/749 Sree Colony P.O:- Regent Estate P.S - Patuli, District:-South 24 Parganas, West Bengal, India, PIN - 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No. : AJ3PP0813K Status : Representative, Representative of : S G Construction (as Partner)</p>
3	<p>Mr Goutam Roy Son of Late Dol Gobinda Roy 14B Deshbandhu Road, P.O:- Baghajatin, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700086, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No. : AEOPR7025Q Status : Representative, Representative of : S G Construction (as Partner)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
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Mr Somesh Mishra

Son of Mr. D K Misra
High Court, Calcutta, P.O:- GPO, P.S:-
Hare Street, Kolkata, District:-Kolkata, West
Bengal, India, PIN - 700001

Identifier Of Mrs Swapna Aich, Mr Samir Aich, Mr Sujoy Deb, Mr Gopal Podder, Mr Goutam Roy

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Mrs Swapna Aich	S G Construction-6.68823 Dec
2	Mr Samir Aich	S G Construction-6.68823 Dec

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Mrs Swapna Aich	S G Construction-700.00000000 Sq Ft
2	Mr Samir Aich	S G Construction-700.00000000 Sq Ft

Endorsement For Deed Number : I - 160503608 / 2019

On 19-06-2019

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

Presented for registration at 17:50 hrs on 19-06-2019, at the Private residence by Mr Samir Aich, one of the Executants

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,00,84,530/-

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

Execution is admitted on 19/06/2019 by 1 Mrs Swapna Aich, Wife of Mr Prabir Kumar Aich, 15E, Raipur Mondal P. Road, P.O:- Naktala, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife, 2 Mr Samir Aich, Son of Late Sushil Bhusan Aich, 4/35, Vidyasagar Colony, P.O:- Naktala, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Others Identified by Mr Somesh Mishra, Son of Mr D K Misra, High Court, Calcutta, P.O:- GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 19-06-2019 by Mr Sujoy Deb, Partner, S G Construction (Partnership Firm), 57 Birnagar P.O:- Baghajatin, P.S.- Patuli, District: South 24-Parganas, West Bengal, India, PIN - 700086

Identified by Mr Somesh Mishra, Son of Mr D K Misra, High Court, Calcutta, P.O:- GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 19-06-2019 by Mr Gopal Podder, Partner, S G Construction (Partnership Firm), 57, Birnagar P.O:- Baghajatin, P.S.- Patuli, District: South 24-Parganas, West Bengal, India, PIN - 700086

Indetified by Mr Somesh Mishra, , Son of Mr D K Misra, High Court, Calcutta, P O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate
Execution is admitted on 19-06-2019 by Mr Goutam Roy, Partner, S G Construction (Partnership Firm), 57, Birna P O:- Baghajatin, P S:- Patuli, District: South 24-Parganas West Bengal, India, PIN - 700086
Indetified by Mr Somesh Mishra, , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Sukanya

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

On 20-06-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,521/- (B = Rs 2,500/- ,E = Rs 21/-) and Registration Fees paid by by online = Rs 2,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal
Online on 19/06/2019 10:28AM with Govt Ref. No: 192019200027592651 on 19-06-2019, Amount Rs: 2,521/- Bank: State Bank of India (SBIN0000001), Ref. No. IK0ACDAEQ6 on 19-06-2019 Head of Account 0030-03-104-001 16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,921/- and Stamp Duty paid by by online = Rs. 20,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal
Online on 19/06/2019 10:28AM with Govt Ref. No: 192019200027592651 on 19-06-2019, Amount Rs: 20,921/- Bank: State Bank of India (SBIN0000001), Ref. No. IK0ACDAEQ6 on 19-06-2019 Head of Account 0030-02-103-02

Sukanya

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

On 24-06-2019

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

1 Stamp Type: Impressed, Serial no. 1613, Amount: Rs. 100/-, Date of Purchase: 14/06/2019, Vendor name: Subhankar Das

Sukanya Talukdar

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2019, Page from 125446 to 125492
being No 160503608 for the year 2019.



Digitally signed by SUKANYA
TALUKDAR
Date: 2019.07.03 12:47:57 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 03/07/2019 12:47:33
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)