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Q-03771/2014

Page 1 of 16

भारतीय गैर न्यायिक  
भारत INDIA

रु. 500

FIVE HUNDRED  
RUPEES



पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

8/5  
15.2

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 295019

...  
a registration. The registration documents and  
the endorsement already attached with  
the document are part of this document

67440/14



*[Signature]*  
[Redacted]  
[Redacted]

08 MAY 2014

23 MAY 2014

**DEED OF DEVELOPMENT AGREEMENT**

THIS DEED OF DEVELOPMENT AGREEMENT made on this the 08<sup>th</sup> day of May 2014

**BETWEEN**

- 1 (a) SMT GOURI NANDI wife of Late Mihir Nandy, by Occupation housewife, residing at 6B, Green Park, P.S. Patuli, Kolkata-700084 (b) SMT MOUMITA NANDY wife of Sri Sandipan Dutta by occupation Service residing at 6B, Green Park, P.S. Patuli, Kolkata-700084,
- 2(a) SRI SANTANU NANDY son of Late Samir Nandy by Occupation Service (b) SMT SUKLA NANDY wife of Late Samir Nandy by occupation house wife both no (a) & (b) residing at 1/51, Vidyasagar Colony, P.S. Patuli, Kolkata-700 047 at present 93/F, Regent Estate, P.S. Jadavpur, Kolkata-700092,

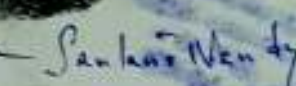
Contd.....Pg/2.

Serial.....412.....Date.....07/05/14  
Name.....Rajlakshmi Enterprise.  
Address.....2081 Chak Gaurin E-14, Sammilani Park.  
Rs.....20/-.....KOL-75

  
A. K. PURKAYASTHA (Stamp Vendor)  
Alipore Police Court, Kol-27

  
For RAJLAKSHMI ENTERPRISE  
08 MAY 2014  
Proprietor.

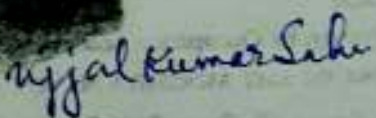


  
Sanjay Nandy 1382  
00 MAY 2014  
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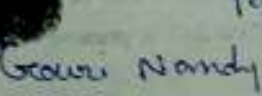
00 MAY 2014

Piyali Basu

1385

  
Nijal Kumar Saha 00 MAY 2014

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Gouri Nandy 03 MAY 2014

- 3(a) SRI UJJAL KUMAR SAHU son of Late Hiren Chandra Sahu and and Late Anjali Sahu by occupation service residing at 285, Rajdanga Main Road, Kasba, P.S.Kasba, Kolkata-700 107,
- (b) SMT KABERI SAHU daughter of Late Hirenchandra Sahu and Late Anjali Sahu by occupation business residing at Garia Nabagram Middle Block, Manasa Mandir, P.S. Sonarpur, Kolkata-700 152,
- (c) SMT KRISHNA DAS wife of Sri Ashoke Das daughter of Late Hirenchandra Sahu and Late Anjali Sahu by occupation Housewife residing at Garia Nabagram Middle Block, Manasa Mandir, P.S. Sonarpur, Kolkata-700 152,
4. (a) SMT. RIMI PRASAD wife of Sri Dilip Prasad, by faith Hindu, by occupation housewife residing at 29/1A, Balshrabghata Road, P.S. Patuli, Kolkata-700 047 and
- (b) SMT SRABANI LODH wife of Sri Anupam Kumar Lodh by faith Hindu, by occupation housewife residing at Vill. 2 No. Garshyamnagar, Kawgachi (Vivekananda Nagar), Dist: 24 Parganas(N), P.S. Jagaddal, West-Bengal- 743127
5. (a) SMT. SARMISHTHA SEN wife of Sri Anuruddha Sen residing at 3/47 B, Bijoy Garh, P.S.: Jadavpur, Kolkata-700032 (b) SMT PIYALI BASU wife of Sri Avijit Basu residing at JC-7/7, Saltlake City, Sector -III, P.S. Bidhannagar, Kolkata-700 098 and
6. SMT DEEPA DEY wife of Sri Badal Dey by occupation housewife residing at 6/3P.B. Road, P.S. Behala, Kolkata-700034 all by faith Hindu all by national Indian hereinafter referred to as the VENDORS /OWNERS/FIRST PARTY (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assignees) of the FIRST PART.

A N D

"M/S. RAJLAKSHMI ENTERPRISE " a proprietorship concern, having its office at 2081, Chak-Garia, E-14, Sammilani Park, P.O:- Santoshpur, P.S:-Survey Park, Kolkata-700 075 represented by its proprietor SRI TAPASH KUMAR GHOSH son of Sri Anil Chandra Ghosh, by faith Hindu, by occupation : Business, by national Indians, permanently residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O:- Santoshpur, P.S:- Survey Park, Kolkata-700 075 hereinafter referred to as the BUILDER/ DEVELOPER/ PROMOTER /CONTRACTOR/SECOND PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, legal representatives, administrators and assignees) of the SECOND PART.

**HISTORY OF THE TITLE OF THE LANDED PROPEKTY**

WHEREAS by a conveyance dated 26/09/1946 registered at the Alipore Registration office recorded in Book No. 1, Volume No.56 pages from 54 to 60 being no. 3048 for the year 1946 Kabujan Bibi and others for the consideration therein mentioned sold and conveyed to Calcutta Properties Limited all that piece and parcel of land measuring 0.47 acres under Mouza: Tentul Beria, Parganas: Madanmollah, Dist: 24-Parganas(South) , C.S. Dag no. 983 under C.S. Khatian No. 50, J.L. No. 44, Re.Su. No.8, Touzi No. 271.

AND WHEREAS Calcutta Properties Limited had recorded its name in the Revisional Settlement and was in khas possession of the same and the same had been recorded as R.S. Dag No. 1001 in Re.Su. Khatian No. 110, J.L. No. 44, R.S. No.8, Touzi No. 271.

AND WHEREAS thus Calcutta Properties Limited absolutely seized and possessed of and otherwise well and sufficiently entitled to the land measuring 0.47 acres under Mouza: Tentul Beria, Parganas: Madanmollah, Dist: 24-Parganas(South) , C.S. Dag no. 983 under C.S. Khatian No. 50, J.L. No. 44, Re.Su. No.8, Touzi No. 271, R.S. Dag No. 1001 in R.S. Khatian No. 110.



1387  
(1387)

Sukla Sundry

08 MAY 2014



1388  
(1388)

Dipa Dey

08 MAY 2014



1389  
(1389)

Kabeni Saha

08 MAY 2014



1390

Krishna Das

08 MAY 2014



1391

Srabani Lath

08 MAY 2014



1392

Lini Prasad

08 MAY 2014



08 MAY 2014

Dilip Prasad (DILIP PRASAD)  
S/O Ramakanta Prasad  
29/1A, Baishambhata Road  
Kat-700047  
Business

AND WHEREAS thereafter Calcutta Properties Limited sold and transfer free from all encumbrances the Eastern portion of the said C.S. Dag No. 983, under C.S. Khatian No. 50, J.L. No. 44, R.S. No.8, Touzi No. 271, R.S. Dag No. 1001 in R.S. Khatian No. 110 measuring 17K- 07Ch- 00Sft more or less Rayati Dhakali Satta Sali land measuring 0.29 satak more or less for valuable consideration to Smt Usha Rani Nandy wife of late Rati Kanta Nandy which was registered at D.R 24- Parganas and recorded in Book No-I, Volume No. 50, Pages from 129 to 134 being No. 2507 for the year 1963.

AND WHEREAS thus Smt Usha Rani Nandy by dint of the aforesaid deed became the absolute owner and was in peaceful enjoyment free from all encumbrances and hindrances whatsoever.

AND WHEREAS Smt Usha Rani Nandy while enjoying and possessing her entire property died intestate on 20/01/1975 leaving behind her surviving her two sons namely Sri Samir Nandy and Sri Mihir Nandy and four daughters namely Smt Anjali Sahu, Smt Arati Sarkar, Smt Dalia Sarkar, and Smt Deepa Dey.

AND WHEREAS Sri Samir Nandy son of Late Rati Kanta Nandy while enjoying and possessing his undivided 1/6<sup>th</sup> share in the property died intestate on 12/02/1987 leaving behind him surviving his wife Smt Shukla Nandy and one son Sri Santanu Nandy who collectively became the owners of the property left by Late Samir Nandy.

AND WHEREAS Sri Mihir Nandy another son of Late Rati Kanta Nandy while enjoying and possessing his undivided 1/6<sup>th</sup> share in the property died intestate on 21/01/2011 leaving behind him surviving his wife Smt Gour Nandy and one daughter Smt Moumita Nandy who collectively became the owners of the property left by Late Mihir Nandy.

AND WHEREAS Smt Anjali Sahu another daughter of Late Rati Kanta Nandy while enjoying and possessing her undivided 1/6<sup>th</sup> share in the property died intestate on 19/06/2006 leaving behind her surviving her two daughters namely Smt Kaberi Sahu, Smt Krishna Das and one son Sri Ujjal Kumar Sahu who collectively became the owners of the property of Anjali Sahu.

AND WHEREAS thus by inheritance Smt Gouri Nandi, Smt Moumita Nandy, Smt Sukla Nandy, Sri Santanu Nandy Smt Kaberi Sahu, Smt Krishna Das, Sri Ujjal Kumar Sahu, Smt Arati Sarkar, Smt Dalia Sarkar and Smt Deepa Dey have jointly inherited the property left by their predecessor Smt Usha Rani Nandy were enjoying and possessing the entire Rayati Sattya Dakhali Sali land measuring 17K- 07Ch- 00Sft at present of which physical measurement is 12 K-10Ch- 36Sft more or less with 600 sq ft old dilapidated one storied building standing thereon as absolute owners thereof.

AND WHEREAS thereafter on 31<sup>st</sup> January 2014 Smt Arati Sarkar transferred her 1/6<sup>th</sup> undivided share of Sali Land measuring 2K-01Ch-36 Sft more or less with undivided 100 proportionate share of existing old one storied structure in favour of her two daughters namely Smt Rimi Prasad and Smt Srabani Lodh equally by way of gift which was registered at DSR-IV, Alipore 24-Parganas(South) and recorded in Book No.I, C D Volume 4, Pages from 2267to 2278 Being No.00715 in the year 2014.

AND WHEREAS thereafter on 31<sup>st</sup> January 2014 Smt Dalia Sarkar transferred her 1/6<sup>th</sup> undivided share of Sali Land measuring 2K-01Ch-36 Sft more or less with undivided 100 proportionate share of existing old one storied structure in favour of her two daughters namely Smt Sarmistha Sen and Smt Piyali Basu equally by way of gift which was registered at DSR-IV, Alipore 24-Parganas(South) and recorded in Book No.I, Volume 4, Pages from 2279 to 2290 Being No. 00716 in the year 2014.

AND WHEREAS thus

(1) Smt Shukla Nandy and Sri Santanu Nandy are the joint absolute co-owner of 1/6<sup>th</sup> share of undivided sali land more or less 12K- 10 Ch- 36Sq.ft.

- (2) Smt Gour Nandy and Smt Moumita Nandy are the joint absolute co-owner of 1/6<sup>th</sup> share of total undivided Sali land more or less 12K- 10 Ch- 36Sq.ft.
- (3) Smt Kaberi Sahu, Smt Krishna Das and Sri Ujjal Kr. Sahu are the joint absolute co-owner of 1/6<sup>th</sup> share of total undivided Sali land more or less 12K- 10 Ch- 36Sq.ft .
- (4) Smt Rimi Prasad and Smt Srabani Lodh are the joint absolute co-owner of 1/6<sup>th</sup> share of total undivided Sali land more or less 12K- 10 Ch- 36Sq.ft.
- (5) Smt Sarmistha Sen and Smt Piyali Basu are jointly the absolute co-owner of 1/6<sup>th</sup> share of total undivided Sali land more or less 12K- 10 Ch- 36Sq.ft.
- (6) Smt Deepa Dey is the absolute co-owner of 1/6<sup>th</sup> share of total undivided Sali land more or less 12K- 10 Ch- 36Sq.ft, and the said all owners herein is in physical possession over the said Sali Land.

AND WHEREAS now all the Owners herein (1)Smt Shukla Nandy and Sri Santanu Nandy,(2) Smt Gour Nandy and Smt Moumita Nandy, (3) Smt Kaberi Sahu, Smt Krishna Das and Sri Ujjal Sahu (4) Smt Rimi Prasad and Smt Srabani Lodh (5) Smt Sarmistha Sen and Smt Piyali Basu and (6) Smt Deepa Dey are jointly desirous of developing the said Sali land measuring 12 K-10Ch-36Sft more or less (as per physical measurement) details mentioned in Schedule "A" herein under.

AND WHEREAS that the Promoter/Builder/Developer herein knowing the intention of the Owners, have approached and requested the owners to allow & permit him to develop the said property which is more fully and particularly mentioned and described in the Schedule -A hereunder written, as per plan to be sanctioned by the Rajpur Sonarpur Municipality and to construct building/buildings at his own costs and expenses and after several round of discussions amongst the parties, they reached in conclusion to develop the multistoried project in the following manner as appear hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS THAT the parties hereto have agreed to abide by the terms and conditions of this Agreement appearing hereunder and the terms hereunder excluded by or repugnant to the subject or context shall mean the followings:

#### ARTICLE-I: DEFINITION.

1. OWNERS: shall mean (a)Smt Gouri Nandi wife of Late Mihir Nandy, (b) Smt Moumita Nandy wife of Sri Sandipan Dutta, (c ) Smt Sukla Nandy wife of Late Samir Nandy (d) Sri Santanu Nandy son of Late Samir Nandy (e)Smt Kaberi Sahu daughter of Late Hiren Chandra Sahu and Late Anjali Sahu (f) Smt Krishna Das wife of Sri Ashoke Das daughter of Late Hiren Chandra Sahu and Late Anjali Sahu (g) Sri Ujjal Kumar Sahu son of Late Hiren Chandra Sahu and Late Anjali Sahu (h)(i) Smt. Rimi Prasad wife of Sri Dilip Prasad, (ii) Smt Srabani Lodh wife of Sri Anupam Kumar Lodh, (j)(i) Smt Sarmistha Sen wife of Sri Anuruddha Sen and (ii) Smt Piyali Basu wife of Sri Avijit Basu and (k) Smt Deepa Dey wife of Sri Badal Dey by occupation housewife residing at 6/3P.B. Road, P.S. Behala, Kolkata-700034 all by faith Hindu all by national Indian and also include their respective heir or heirs, transferees, nominees, and his respective liabilities that is owners' liability for land title thereon.
2. PROMOTER/BUILDER/DEVELOPER/CONTRACTOR: shall mean "M/S. Rajlakshmi Enterprise " a proprietorship concern, having its office at 2081, Chak-Garia, E-14, Sammilani Park, P.O:- Santoshpur, P.S:-Survey Park, Kolkata-700 075 represented by its proprietor Sri Tapash Kumar Ghosh son of Sri Anil Chandra Ghosh, by faith Hindu, by occupation : Business, by national Indians, permanently residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O:- Santoshpur, P.S:- Survey Park, Kolkata-700 075 and also

include his respective heir or heirs, transferees, nominees, and his respective liabilities that is Promoter's/Builder's/ Developer's/Contractor's liability for total construction thereon.

3. **LAND/PREMISES** : All that Premises/Holdings / Rayati Sattya Dukhali Sali land measuring 17K- 07Ch- 008ft corresponding with 0.29 decimal at present of which physical measurement is 12 K-10Ch-36Sft more or less under Mouza: Tentul Beria, Pargana: Madanmollah, Dist: 24-Parganas(South) , C.S. Dag no. 983 under C.S. Khatian No. 50, J.L. No. 44, R.S. No.8, Touzi No. 271. R.S. Dag No. 1001 in R.S. Khatian No. 110 Ward No:- 3 , Garia Nabagram Middle Block, Manasa Mandir, P.S.:- Sonarpur, under Rajpur Sonarpur Municipality, Kolkata-700 152.
4. **BUILDING** : Building shall mean the multi-storied building to be constructed at the said Sali land/premises/holdings thereon for residential purposes and covered car-parking space or spaces, including open car- parking space / spaces, shop/shops with all necessary fittings and fixtures and common spaces to be constructed by the Promoter/Builder/ Developer in accordance with the building plan and specification sanctioned by the appropriate authority of the Rajpur Sonarpur Municipality.
5. **COMMON FACILITIES** : Common facilities shall mean the area of lobbies, passage, roof, stair-cases, landing and other portion of the building intended or required for egress and ingress to any portion/flats for the use of the co-owner of the flats/rooms, the ultimate top floor etc. and equipment and accessories. Provided for and/or reserved in the said building like motor pump, electric installation with plumbing, drainage and other installation, fittings, fixtures and machinery for common use and enjoyment more fully.
6. **OWNERS' ALLOCATION** :- Owner's Allocation shall mean the area as mentioned in the Owners' Allocation in Article - V.
7. **DEVELOPER'S ALLOCATIONS** :- Promoter's/Builder's/ Developer's/Contractor's allocation shall mean the balance area after allocation of the owners' allocation as mentioned in Consideration and space allocation in article-V mentioned hereunder.
8. **ARCHITECT** :- Architect shall mean such person/persons duly qualified, firm or company whom the Promoter/Builder/ Developer/Contractor may appoint as architect for planning, designing and supervising the construction of the building at the site on behalf of both the Developers/Builders/Promoters and Owner.
9. **BUILDING PLAN** :- shall mean the plan for the construction of the said building/s as per sanction plan to be sanctioned by of the Rajpur Sonarpur Municipality and shall include any amendments thereto and/or modifications thereof, at the initiative and expenses of the second party.

## ARTICLE-II

### TITLE AND INDEMNITIES INCLUDING CONSTRUCTIONAL OBLIGATIONS

1. The owners declare and represent that they have good and absolute right, title to the said property and they have a marketable title to enter into this Agreement with the Promoter/Builder/ Developer/Contractor. Both the owners and Promoter/Builder/ Developer/Contractor declare that the original title deeds and relevant documents are lying with the Promoter/Builder/ Developer/Contractor and its prospective buyers shall have right to inspect the title deeds and relevant documents as and when required. The Promoter/Builder/ Developer/Contractor do hereby agreed to give all the originals title deeds and relevant document back to the flat owners infact immediately after giving possession of all the prospective buyers.

2. All expenses and liabilities for according to the Sanction plan shall be borne by the Promoter/Builder/ Developer and the owner shall not be liable to bear any expenses and liabilities whatsoever.
3. That the Promoter/Builder/ Developer/Contractor shall sign (on behalf of all owners) and execute all Building Plan and papers relating thereto for the building to be constructed at the said land of the owner, so that the Promoter/Builder/ Developer/Contractor can proceed with the mutation, the construction on getting sanction or such plan concerning the said land. All expenses for preparation or such building plan and necessary fees for obtaining sanction thereof including all other incidental expenses shall be borne by the Promoter/Builder/ Developer.
4. The Promoter/Builder/ Developer/Contractor undertakes to construct the Building in accordance with the Building plan to be sanctioned by the appropriate authority and also undertakes to pay any damages, penalties and/or compounding fees payable to the authority.
5. That the owners herein shall hand-over primarily the vacant possession of the said plot or Sali land measuring 12 K-10Ch-36Sft including old dilapidated one storied building structure in favour of the Promoter/Builder/ Developer within 7 (seven) days from the signing of this agreement so that the Promoter/Builder/ Developer shall proceed for survey measurement, boundary, field work for preparation of project plan, inspection for sanction by the appropriate authority, temporary electricity service by WBSEB etc. The Promoter/Builder/ Developer shall issue a possession letter to the owners after taking possession of the said plot.
6. That the Promoter/Builder/ Developer/Contractor shall act as an independent contractor in the matter of construction of the building and also undertake to keep the owner indemnified from and against all third party claims or compensation and action arising out of any act relating to the construction of the proposed Building/Buildings to be constructed on the said land of the owners.
7. It is hereby agreed by and between the parties that the Promoter/Builder/ Developer/Contractor shall complete the building in all respects as per specification attached here-with within 30(thirty) months from the date of getting plan sanction from the Rajpur Sonarpur Municipality.

#### ARTICLES – III : EXPLOITATION RIGHT

1. After execution of this agreement made in terms thereof the owners shall grant exclusive right to the Promoter/Builder/ Developer/Contractor to build upon and to commercially exploit the said plot of land on the basis of the layout plan approved by the owners by constructing thereon residential flat system building.
2. That the owners shall execute an Irrevocable Registered Development General Power of Attorney in favour of the Promoter/Builder/ Developer/Contractor so that the Promoter/Builder/ Developer shall at before any authority/authorities for getting sanction, to get mutation, to deposit fees and other necessities papers for such sanction, to construct such flat system building thereon, to negotiate with the intending purchaser/purchasers of flat/flats to fix up the price of the flat/flats/parking space/shop at its own discretion and receive the booking money or advance payment/full consideration of the flat/flats in respect of the developers' allocation. To appear before any registration authority/authorities for registration of the said flat/flats together with the undivided un-demarcated proportionate share of land after completion of the said building in favour of the nominee/nominees or respective buyer/buyers in respect of the Promoter's/Builder's/ Developer's allocation.
3. All Applications, plans and the other papers and documents referred to here-in-above shall be submitted by or in the name of the Owners but otherwise at the costs of the Promoter/Builder/ Developer, and the Promoter/Builder/ Developer shall pay and bear all submission and other



like fees, charges and expenses required to be paid or deposited for such sanction of the Building Plan or otherwise to obtain sanction for the construction of the said building on the said land.

4. The Promoter/Builder/Developer/Contractor shall abide by all the laws, by-laws and regulations of the Government, local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, by-laws and regulations.
5. That the First Party have confirmed that good title over the entire plot of land in question including the absolute possession right and the land free from all sorts of encumbrances whatsoever and he has lawful right to sign and execute this Development Agreement. And the First Party also confirmed that prior to execution of this agreement they have not encumbered the property any-body else on execution of any type of agreement each share i.e. in a nut shell the schedule property is free from all sorts of encumbrances and it is free from any type of litigations. And right now the owners have not received any notice of acquisition and requisition from any authority. The First Party also undertakes to deliver final vacant khas possession of the land free from all encumbrances within 7 days from the date of plan sanction to the Promoter/Builder/ Developer for development purpose.
6. If necessary the Promoter/Builder/ Developer/Contractor shall take any effective partner for successful completion of the said project by making Deed of Admission of Partner.
7. That both parties commit and undertake to play their role faithfully and sincerely and cooperate with each other in its true sense and in order to successfully complete the propose project.

#### ARTICLE-IV : BUILDING

1. The Promoter/Builder/ Developer/Contractor shall have exclusive right to construct the building on the said land and premises at their own cost in accordance with the sanction Plan to be sanctioned, without any hindrances or obstruction from the owners or any person claiming through them. The type of construction, specification of materials to be used and the detailed design of the building shall be only as per the choice of the Promoter/Builder/ Developer/Contractor . The Promoter/Builder/ Developer/Contractor hereby undertakes to construct the building in accordance with the sanctioned building plan maintaining the rules and regulations of the Rajpur Sonarpur Municipality and shall use quality Building materials
2. The owner shall put the Promoter/Builder/ Developer/Contractor in exclusive and undisputed possession of the said land and shall not in any way interfere with the possession of the Promoter/Builder/ Developer/Contractor and shall not disturb or cause any obstruction in the construction or development of the said land. It is made clear that it shall be obligatory on the part of the owners to put the Promoter/Builder/ Developer/Contractor in vacant possession of the said land in terms of this Agreement.
3. The Promoter/Builder/ Developer/Contractor hereby undertakes to construct the Building diligently and expeditiously and to hand over the owner's allocation to the owner herein within 30(thirty) months from the date of getting sanction plan from Rajpur Sonarpur Municipality. It is pertinent to mention here that the time for the new building construction as stated heretofore can be further extended to the limit of 6(six) months only by the Owner/party of the First Part herein to the Developer/party of the Second Part considering the special and/or unavoidable circumstances if any, cropped up during the aforesaid period of construction of the said proposed new building.

#### ARTICLE- V : CONSIDERATION AND SPACE ALLOCATION

1. The owners herein of the First Party shall be exclusively entitled to 42% of the total Sanction covered area (Subject to Sanction) on *built-up area* basis and 42 % Ground Covered space

ie 1495 Sft particularly demarcated by Red Border Line marked as Lot-A including 6 Nos of Parking except Community Hall, Caretaker Room, Servant Toilet, Common Toilet and Intercom Room with other common right, facilities and service area including proportionate share of land hereinafter referred to as Owners' allocation as mentioned at clause-5A below.

*Built-Up Area= Covered area of the said flat except stair and lift + Prop. share of stair and lift with both head rooms.*

2. That the Second Party herein the Promoter/Builder/ Developer shall be entitled to balance 58 % of total sanction covered area (Subject to Sanction) on *built-up area* basis including 58% Ground Space particularly demarcated by Green Border Line marked as Lot-B including parking space /spaces and shop/shops (if any) with other common right, facilities and service area including proportionate share of land hereinafter referred to as Promoter's/Builder's/ Developer's/Contractor's allocation as mentioned at clause-5.B below .

*Built-Up Area= Covered area of the said flat except stair and lift + Prop. share of stair and lift with both head rooms.*

3. As the plot has not been muted (under process) yet can get it muted, amalgamated wholly or partly as a singly plot, of course, with the like consent of the owner thereof, in such manner the Second party shall at their absolute discretion deem fit proper for more beneficial use of the said property as a whole, without prejudice the right and interest of the owners over the property in question and take all such lawful steps and action required to this effect. And the Second Party shall bear all the cost of such mutation from Rajpur Sonarpur Municipality.
4. In consideration having agreed for development of the said Sali land/plot/premises by making boundary and dressing thereon, the Second party/ Promoter/Builder/ Developer/ Contractor herein "M/S. RAJLAKSHMI ENTERPRISE "shall bear the total cost.

5. A. OWNERS' ALLOCATION:-

- i. (a)SMT GOURI NANDI and (b) SMT MOUMITA NANDY : Flat A on First Floor (Block-A)South West facing measuring an area 907 Sft built-up more or less. And one car-parking space being no: 9 cited at attached Plan(Proposed)
- ii. (a) SRI SANTANU NANDY (b) SMT SUKLA NANDY : Flat A on Second Floor (Block-A)South West facing measuring an area 907 Sft built-up more or less. And one car-parking space being no. 7 cited at attached Plan(Proposed)
- iii. (a) SRI UJJAL KUMAR SAHU: Flat- I on Third Floor (Block-A) at North East Facing measuring an area 303 Sft built-up more or less. And 1/3<sup>rd</sup> share of one car-parking space being no. "6" cited at attached Plan(Proposed)  
(b)SMT KABERI SAHU: Flat H on Third Floor (Block-A) at North West Facing measuring an area 302 Sft built-up more or less. And 1/3<sup>rd</sup> share of one car-parking space being no. 6 cited at attached Plan(Proposed)  
(c)SMT KRISHNA DAS: Rs.5,00,000/00 (Rupees five lakh only) from the Promoter/Builder /Developer/Contractor particularly mentioned at Memo Of Cosideration hereunder instead of her 1/3<sup>rd</sup> Share of 907 Sft Built Up area ie approx. 302 Sft Built up area and the said area shall be added at Developer's allocation, except the 1/3<sup>rd</sup> Share of Parking space being No.6 (as per proposed plan), as she is finally agreed without furthermore any claim.
- iv. (a) SMT. RIMI PRASAD : Flat F on Second Floor (Block-B) South East facing measuring an area 453.5 Sft built-up more or less. And 50% share of one car-parking space being no. 5 cited at attached Plan (Proposed)

(b) SMT SRABANI LODH : Flat A on Third Floor (Block-A) South West facing measuring an area 453.5Sft built-up more or less.

- v. (a) SMT. SARMISHTHA SEN: Flat -B1 on Second Floor (Block-A) South East facing measuring an area 453 Sft built-up more or less. And 50% share of one car-parking space being no. 8 cited at attached Plan(Proposed)

(b) SMT PTYALI BASU: Flat-B2 on Second Floor (Block-A) North-East facing measuring an area 454 Sft built-up more or less. And 50% share of one car-parking space being no. 8 cited at attached Plan (Proposed)

- vi. SMT DEEPA DEY: Flat -B on First Floor (Block-A) South East facing measuring an area 907 Sft built-up more or less. And one car-parking space being no. 10 cited at attached Plan(Proposed)

**5. B. DEVELOPERS ALLOCATION:**

Promoter /Builder/Developer/Contractor is entitled to rest area except the owners' allocation including 302 Sqft Built up area of Smt Krishna Das.

In Block A: Flat No -B measuring 602 Sft built up area at 3<sup>rd</sup> Floor South East Facing

In Block-B Flat No -C, D, E, F and G at First Floor

In Block -B Flat No.-C, D, E and G at Second Floor

In Block-B Flat No - -C, D, E, F and G at Third Floor

Within 58% out of 100% car parking will be allotted and marked as LOT -B follows:

Car-parking nos.1,2,3,4, 11,12,13 and 14 cited at attached Plan(Proposed)

- iii. That the owners shall be entitled to sale, transfer or dispose of or otherwise deal with the owners' allocation to their nominees in the building without disturbing/claiming the Promoter's/Builder's /Developer's/Contractor's allocation including the demarcated portion at Ground Floor marked as LOT-B at both Block-A and Block-B situated thereon with the exclusive right to deal with or to enter into agreement for sale and transfer the same without any right, claim, demand, interest, whatsoever or howsoever of the Promoter/Builder/ Developer and the Promoter/Builder/ Developer/Contractor or any person/persons lawfully claiming through it shall not in any way interfere with or disturb the quiet and peaceful possession of the Owners' Allocation or any person or persons claiming through or the nominee or nominees of the owners.
- iv. That the Promoter/Builder/ Developer/Contractor shall be entitled to exclusive right to deal with any intending purchaser/s, enter into agreement for sale or registered agreement for sale, transfer or dispose the same without any right, claim, demand, interest of the owners and or otherwise deal with the Developer's allocation to his nominees in the building without in any disturbing the owners' allocations including the demarcated portion at Ground Floor Marked as LOT-A at Block -B situated thereon.
- v. In consideration having agreed to commercially exploit the said premises by constructing residential flat system building thereon, both the first party and Second Party shall compulsorily liable to pay Service Tax in their respective share of allotted flat/s, and Parking Space/s.
- vi. Consent from all the owners, Smt Kaberi Sahu shall arrange alternative rental accommodation and the Developer shall pay the rent @Rs.4500/- per month from handing over the said plot with old dilapidated building after sanction till the possession of the new flat.

ARTICLE-VI :COMMON FACILITIES.

1. As soon as the Building complex / project is completed, the Promoter/Builder/ Developer/Contractor shall hand-over the possession of the owners' Allocation within the above noted stipulated period and on and from the date of putting the owners in possession of the Owner's Allocation and at all times thereafter the owners shall be exclusively responsible for payment of all Rajpur Sonarpur Municipality and property taxes., duties, dues and other statutory outgoing and impositions whatsoever (hereinafter for the sake of brevity collectively referred to as "THE SAID RATES") payable in respect of the Owners' Allocation and equally the Promoter/Builder/ Developer/Contractor and / or his nominees shall be exclusively responsible for payment of all the said rates payable in respect to the Promoter's/Builder's/ Developer's/Contractor's Allocation. The said rates to be pro rata with reference to the constructed area in the building if they are lived on the building as a whole. The certificate of the Architect for the time being in respect of the said building as to completion of the said building and the quality shall be final and binding on the parties.
2. The parties shall particularly and regularly pay the said rates to the concerned authorities or to such other person or concern as may be mutually agreed between the parties after taking physical or written possession at their respective flats and Registration their sale of deed as mandatory for the purpose of assessment their property tax under Municipality whose jurisdiction the property is situated.

ARTICLE-VII :- COMMON RESTRICTIONS:

1. The Owners' Allocation in the building shall be subject to the same restrictions on terms and uses are applicable to the Promoters/Builders/Developers' allocation in the building intended for the common benefit of all occupiers of the building which shall include the followings:-
2. The Purchaser/s shall use their allocated flat for the purpose of Residential only and never can use the same as any commercial purpose like Hotel, Nursing Home, Show room whatsoever and shall not be entitled to keep any combustible or contra banned goods inside the flat save and except which are permissible by law that may be used for domestic purpose only and the owner's/occupiers shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any other illegal and immoral trade or activity. Nor use or allow the same to be used for any purposes, which may create a nuisance or hazard to the other occupiers of the building.
3. The owners or the Promoter/Builder/ Developer/Contractor or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the prior consent of the developer. Management, Society/ Association / Holding Organization (envisaged hereinafter on this behalf).
4. The owners or the Promoter/Builder/ Developer/Contractor or any of his transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. In their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the owners / or the Promoter/Builder/ Developer/Contractor and other occupiers of the building as the case may be indemnified from and against the consequences of any branch.
5. No goods or other items shall be kept by the owners or Promoter/Builder/ Developer/Contractor or any of their transferees for display or otherwise in the corridor or other place for common use in the building and no hindrances shall be caused in any manner in the free movement in the corridor and the other place of the common use in the building and in any case of such hindrances is caused by them and in what event of the Owners /

Promoter/Builder/ Developer/Contractor or the Management / Society/ Association / Holding Organization shall be entitled to remove the same at the risks and cost of the person who keeps goods or create such hindrances.

6. That the owners / owners or the Promoter/Builder/ Developer/Contractor or any of their transferees shall permit the owners / developers or the Management / Society/ Association / Holding Organization or its servants and agents with or without workmen and other at all reasonable times to enter in the building and any part thereof and the owners or developer or any of their transferees as the case may be rectified immediately upon the receipt of such notice all such defects of which notice in writing shall be given by the Owner / Promoter/Builder/ Developer/Contractor or the Management / Society/ Association / Holding Organization.
7. The owners/Occupiers shall not throw or accumulate any dirt, rubbish, waste or together refuse or permit the same to be thrown or allow the same to be accumulated in their flats or car-parking or any portion of the building or the Schedule Land or which the boundary of the complex. Flat owner's association after discussion with the member would propose and adopt a system so that all daily garbage, dirt, rubbish, waste would be collected by the labour of Rajpur Sonarpur Municipality, to be engaged for the dispose from each occupier in a healthy manner as per existing practice prevailing in the adjoining Flat/complex against in payment of charges as per schedule rate to be fixed up by the said authority.
8. That the Owners, the Promoter/Builder/ Developer/Contractor or any of their transferees shall permit the owners/developer or the Management/Society/ Association/Holding Organization and its servants and agents with or without workman or other at all the reasonable time into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition, any common facilities and/or for purpose of maintaining, repairing and testing, drains, gas and water pipes, electric wires and for any similar purpose.
9. As soon as the Building is completed the Promoter/Builder/ Developer shall give written notice to the owners to take possession of the owners' allocation in the said building complete in all respect and from the date of service of such notice and at all times thereafter the owners shall be exclusively responsible for payment of all municipal taxes and other taxes and other impositions as whatsoever payable in respect of the said date and the Promoter/Builder/ Developer/Contractor shall be exclusively responsible for payment of all the said taxes, payable in respect of the Promoter's/Builder's/Developer's / Contractor's allocation.
10. That the purchaser/purchasers hereby agreed and undertake to be a member of Flat/Unit owner's Association also abide by all terms and condition of this agreement and others terms and condition made by the flat owner's association provided to all purchasers/occupiers.
11. That the purchaser/s shall pay the cost for the preparation of agreement for sale (either Registered or un-Registered)/Sale Deed or Deed of Conveyance or in such Deed of Transfer of Transfer which will be Executed and Registered in the Proper Registration office by the Advocate of the Developers, along with fees and charges for stamp duty, Registration fees and all other identical charges shall be borne by the purchaser/s and then the Developer shall give Registration of the said Deed of Conveyance or other in favour of Purchaser/s and also procure the Execution of the said Deed of Conveyance/others and the Purchaser/s in this connection shall pay the legal fees to the Developers' advocate for all documentation.
12. Each of the above party shall keep other party indemnified from against any losses and damages whatsoever by such Act/violation of the terms and condition of this Agreement.
13. That the owner's and all the occupiers of the building shall be proportionately borne all expenses for maintenance, repairing in respect of the Common Parts of the said building/complex and also all expenses for running and operating all common machineries, equipments and transformer, other common installation of the proposed multistoried building.

14. The car parking owners have to be placed their vehicle abide by the status , rules, regulations, related to the Air (prevention and control of pollution Act 1981 along with the provision of motor vehicle Act 1988 read with the rules and regulation framed by W.B. Pollution Control Board in the following matter:-
- The emission of smoke, visible vapour, sparks, ashes, grit and oil
  - The reduction of noise emitted by or caused by the vehicle
  - Standard for emission of the Air Pollution.

#### ARTICALE -VIII : MISCELLANEOUS

- That the Promoter/Builder/ Developer shall be at liberty to advertise in the daily newspaper for sale of the flats to be constructed on the said land to put their banners on the land to employ durwan, caretaker for sale of the project, to invite the application from the intending purchaser/purchasers and to do all the acts, deed and things as may be necessary or required for successful implementation of the project to negotiate with the intending buyers to prepare the deeds of sale collection of the payment from the buyers as per agreement between themselves PROVIDED that the terms and conditions of such agreement of sale deeds do not affect any reasonable interest to right of the owners relating to the possession/enjoyment of the owners' allocation PROVIDED that all cost and expenses incidental charges to all acts, deeds and things shall be borne by the Promoter/Builder/ Developer/ Contractor or intending buyers.
- If necessary the owners shall be liable to execute the deed of conveyance in respect of the Promoter's/Builder's/ Developer's/Contractor's allocation in favour of the nominated person /persons and /or purchaser/purchasers of flats of the Promoter's/Builder's/ Developer's/Contractor's allocation and if the owners fail or neglect to appear before the registration authority and execute the said deed, the Promoter/Builder/ Developer/Contractor shall be entitled to register the same through specific performance of contract act by the order from the appropriate court of law.
- All costs, taxes, charges and expenses including Architect's fees shall be discharge and paid by the Promoter/Builder/ Developer/Contractor and the owners shall not be responsible in this context.
- As soon as the building is completed as per this agreement, the Promoter/Builder/ Developer/Contractor shall give written notice to the owners requesting the owners to take possession of the owner's allocation in the building and there being no dispute only regarding the completion of the building in terms of this agreement and according to the construction and plan thereof and certificate of Architect being proceed to the effect thereafter 7(seven) days from the date of service of the such notice and at all times thereafter then only the owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, dues and other public outgoing and impositions on the owners construct and complete the said new building and various limits and /or apartments thereon in accordance with the sanction building plan and any amendment thereto or modification thereto made or cause to be made by the Promoter/Builder/ Developer/Contractor provided however no alteration or modification shall be made in the owners' allocation without the consent of the owners' in writing.
- That the owner and the Promoter/Builder/ Developer/Contractor shall punctually and regularly pay for their respective allocation on and from the date of service of the notice of possession the owners also shall be responsible to pay and bear and shall pay on demand to the Promoter/Builder/ Developer/Contractor, the service charges for the common facilities in the new building payable with respect of the owners' allocation and the said charges to

include proportionate share for water , servicing charges and taxes, light, sanitation and maintenance, operational, repair, renewal charges for bill collection and management of the common facilities, renovation replacement, repair and maintenance charges and expenses for the building and /or all common pipes, electrical wiring and mechanical installation , appliances and Equipments, stairways, corridor, halls, passages, shapes , parkways, and other common facilities whatsoever may be mutually agreed from time to time.

6. All disputes and differences arising out of this agreement shall be referred to the sole Arbitrator to be nominated by the parties hereto for adjudication in case the parties agreed upon on and such arbitrator shall be conducted in accordance with the provision of the Indian Arbitrator Act 1996 or statutory modification thereof for the time being in force. The decision for the arbitrator shall be final and binding on all of the Parties, but at first both Parties shall extend their hands of co-operation to meet up all disputes and differences among themselves amicably.
7. That the residential flat and the car-parking spaces is herein agreed to sell under this agreement for sale, out of developers' allocation and due to avoid any litigation , intricacy, disputes and differences in future, in respect of said allocation, the Registered agreement for Development shall be self-Explanatory and the said Flat and Car-parking space under the Agreement for sale are both out of Developer's Allocated Position and the Developers may receive full Consideration value at the same from the Purchaser/s and commercial exploit the said money.
8. After giving possession of the flat/s to the Purchaser/s, they shall take temporary Electric connection .from the common meter and use the same until the permanent Electric Connection and meter available in his/ her/their name in accordance with proper proceedings and during this time the said flat occupier shall use sub meter and the cost of the same to be borne by the purchaser and also pay the amount as per unit(on commercial rate per unit)to be calculate with other charges to the Developer /Management of the complex on first week of every calendar month failure to which, the concerned authority may disconnect the line . Further it is urgently noted that of all electric connection either temporary or permanent all charges shall be borne by the flat owners/co-occupiers including proportionate share of transformer taking charges to the said building/complex.
9. That this agreement is valid subject to the signature all the owners appearing on this presents.
10. TIME LIMIT:- The Promoter/Builder/ Developer shall complete the project within 30(thirty) months from the date of getting plan sanction from Rajpur Sonarpur Municipality.
11. FORCE MAJOURE:- The parties hereto shall not be consider to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevents by the force majeure and shall be suspended from the obligations during the duration of the force majeure .  
Force Majeure shall mean flood, earth quake, riot, war, storm, tempest, civil commotion beyond the control of the parties hereto.
12. JURISDICTION:- The Court at Alipore, South 24 Parganas and the High Court at Kolkata will have the exclusive jurisdiction over this Agreement and shall have the Jurisdiction to entertain all actions , suits and proceedings arising out of the agreement .
13. This Deed of Development Agreement replaces by superseding/voiding our earlier one executed and registered at DSR-IV, Alipore 24-Parganas (South), recorded in Book No-1, C.D. Volume No.4, Pages from 3601 to 3631 being No. 00717 for the year 2014 in favour of the said Second Party.

14. That if any defect to be detected in the title of the owners in that event the owners shall be exclusively liable for that and in that case the owner shall be bound to compensate the same on account of that to the Promoter/Builder/ Developer/ Contractor.

**SCHEDULE 'A' AS REFERRED TO HEREIN ABOVE**

**(THE ENTIRE LAND FOR DEVELOPMENT)**

ALL THAT piece and parcel of Rayati Sattya Dakhali Bastu land measuring 17K- 07Ch- 00Sft corresponding with 0.29 decimal at present of which physical measurement is 12 K-10Ch-36Sft more or less including 600 Sft more or less brick built one storied old dilapidated building under Mouza: Tentul Beria, Parganas: Madanmollah, Dist: 24-Parganas(South) , C.S. Dag no. 983 under C.S. Khatian No. 50, J.L. No. 44, Re.Su. No.8, Touzi No. 271. R.S. Dag No. 1001 in R.S. Khatian No. 110 Ward No:- 3 at present 4 , Garia Nabagram Middle Block, Manasa Mandir, P.S.- Sonarpur, under Rajpur Sonarpur Municipality Holding No. 861, Nabagram Panchpota, Kolkata-700 152.

The plan or map of the said land is annexed herewith and bordered with "Red Verge" and will be treated with the part of this agreement.

The land is buitted and bounded in the following manner:

- ON THE NORTH : Land of Moni Das  
 ON THE SOUTH : 16 Ft Wide Municipality Road.  
 ON THE WEST : Land of Sunil Das  
 ON THE EAST : Vacant Land

**TECHNICAL SPECIFICATION OF THE BUILDING**

- 1) Foundation :- As per Rajpur Sonarpur Municipality Structural Sanction plan.
- 2) Plinth :- As per Rajpur Sonarpur Municipality Structural Sanction plan.
- 3) Super Structure:- As per Rajpur Sonarpur Municipality Structural Sanction plan.
- 4) Walls thickness:- As per Rajpur Sonarpur Municipality Sanction plan.
- 5) Floor Finish, Skirting, Dado Etc: - The flooring will be of 2'X2' vitrified tiles with 4"skirting on all sides. Toilet wall will be of glazed tiles at the height of 6'6" from fl.
- 6) Plaster:- The outside of the Building will have cement plaster(1:6) ¾ thick (average) whereas the inside and the ceiling plaster will be ½" thick (average) in 1:4.
- 7) Out Side Painting :- Weather Coat Paint.
- 8) Doors :-a. Wooden door Frames of sall wood.  
 b. Commercial Flash door painted both side.  
 c. Aluminum tower bolt from inside.  
 d. Night latch for main door only.
- 9) Windows : All windows shall be steel windows with front opening grill with white glass. Grills will be provided for windows opening only (No Box Grill) will provide.
- 10) Toilet, WC and Kitchen Fitting :-  
 Toilet:-  
 (a) One European type white Commode (brand: neycer/parrywear) with white P.V.C Cistern,  
 (b) One white Porcelain wash basin ( brand:-neycer/parrywear).  
 (c). One shower and (d). Two taps (brand: D-sons)  
 W.C :-  
 (a) One European type white Commode with white P.V.C Cistern,  
 (b) One shower and d. Two taps (brand: D-sons)  
 Kitchen:-(a) One kitchen steel sink (b) One tap, (c) one aqua-guard point and (d)Black Stone Cooking platform (6ft X 1.5ft)
- 11) Roof :- 3ft height parapet wall will be provided all around the roof.
- 12) Electricals :Concealed wiring with copper wires wiring for installation.  
 a) Each Bed room :- 2light points, 1 fan point, 1 plug point—5 amp.  
 b) Liv/Din:- 2light points, 2 fan points, 1plug point—5 amp.  
 c) Kitchen :-1 light,1 exhaust fan point-5amp,1 power point-15amp  
 d)W.C :- 1 light point -5amp  
 e)Toilet :-1 light point, 1 exhaust point-5amp.  
 f) Each Balcony :- 1 light point-5amp.  
 g) T.V and Telephone :- 1 T.V point and 1 Telephone point will be provided in living room only.
- 13) Water supply :- One E.C.C. overhead reservoir provided on the top of the last roof as per design. The suitable electrical pump with motor will be installed at ground floor to deliver water to overhead reservoir from MC water line.
- 14) Compound:- 5 ft height compound wall to be made from existing ground level.
- 15) M.S. collapsible gate at main entrance of building as per approved designed of the Architect and painted both side.
- 16) Lift, 17) 24 Hours Water Supply, 18) Small Community Hall, 19) Caretaker Room with Service Toilet, 20) Plantation.



IN WITNESS WHEREOF the parties herein have put their respective hands on this the day of month and year first above written.

SIGNED AND DELIVERED

at Kolkata in Presence of: -

1. *Arise Chandra Ghosh*  
E. 14 Sammilan Park,  
Kolkata 75

*Gouri Nandy*

1 (a) SMT GOURI NANDI

*Moumita Nandy*  
(b) SMT MOUMITA NANDY

*Santanu Nandy*  
2 (a) SRI SANTANU NANDY

*Sukla Nandy*  
(b) SMT SUKLA NANDY

*Srijal Kumar Sahu*  
3 (a) SRI SRIJAL KUMAR SAHU

*Kaberi Sahu*  
(b) SMT KABERI SAHU

*Krishna Das*  
(c) SMT KRISHNA DAS

2. *Dilip Prasad*  
29/1 A Braighrabhata  
Road, KAL-700047

*Himi Prasad*  
4. (a) SMT. HIMI PRASAD

*Srabani Lodh*  
(b) SMT SRABANI LODH

*Sharmistha Sen*  
5. (a) SMT. SARMISHTHA SEN

*Piyali Basu*  
(b) SMT PIYALI BASU

*Dipa Deo*  
6. SMT ~~DEVA~~ DEY

SIG. OF THE OWNERS  
For RAJLAKSHMI ENTERPRISE

*[Signature]*  
Proprietor.

SIG. OF THE PROMOTER/  
BUILDER/DEVELOPER

Drafted By: *Subimal Dutta* (SUBIMAL DUTTA)  
20/1/1978 Alipore Police Court  
11/1/78

Typed By: *Subimal Dutta*  
Subimal Dutta, Alipore Police Court, Kolkata-27

## MEMO OF CONSIDERATION

SMT KRISHNA DAS

I SMT KRISHNA DAS wife of Sri Ashoke Das daughter of Late Hirenchandra Sahu and Late Anjali Sahu, received Rs.5,00,000/00 (Rupees five lakh only) as full and final consideration from Promoter/Builder/ Developer/Contractor by A/C Payee Cheques mentioned as follows:

<u>Bank Name</u>	<u>Cheque No</u>	<u>Date</u>	<u>Amount</u>
State Bank of India Baroda Park, Kol-84	000720.	06/03/2014	Rs.1,00,000/00
State Bank of India Baroda Park, Kolkata-84	000729.	08/05/2014	Rs.2,00,000/00
State Bank of India Baroda Park, Kolkata-84	000730.	08/07/2014	Rs.1,73,000/00
By Cash	Rs.1000/- X10 Pcs	08/05/2014	Rs. 10,000/00
By Cash	Rs.1000/- X17 Pcs	08/05/2014	Rs. 17,000/00
			Rs. 5,00,000/00

(RUPEES FIVE LAKH ONLY)

## SIGNED AND DELIVERED

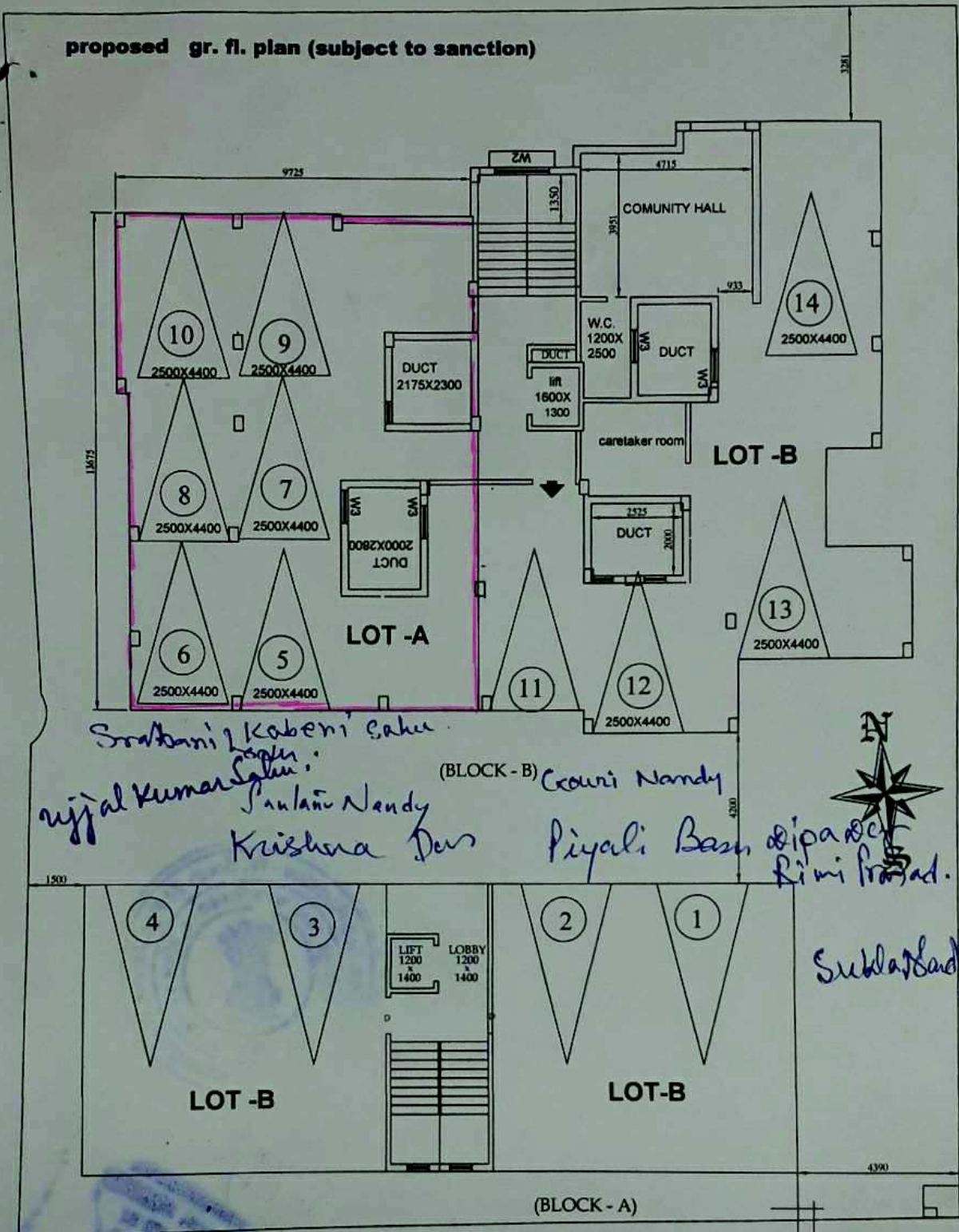
at Kolkata in Presence of: -

1. *Anil Chandra Ghosh*2. *Bipin Prasad**Krishna Das*SMT KRISHNA DAS  
SIG. OF THE OWNERTyped By: *Subimal Dutta*

Subimal Dutta,

Alipore Police Court, Kolkata-27

proposed gr. fl. plan (subject to sanction)




PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Sharmistha Sen.

Srabani Lakshmi Sahu  
 Nijjal Kumar Sahu  
 Anurag Nandy  
 Krishna Das  
 (BLOCK - B) Gourri Nandy  
 Piyali Basu  
 Dipanoy  
 Rimi Prasad.

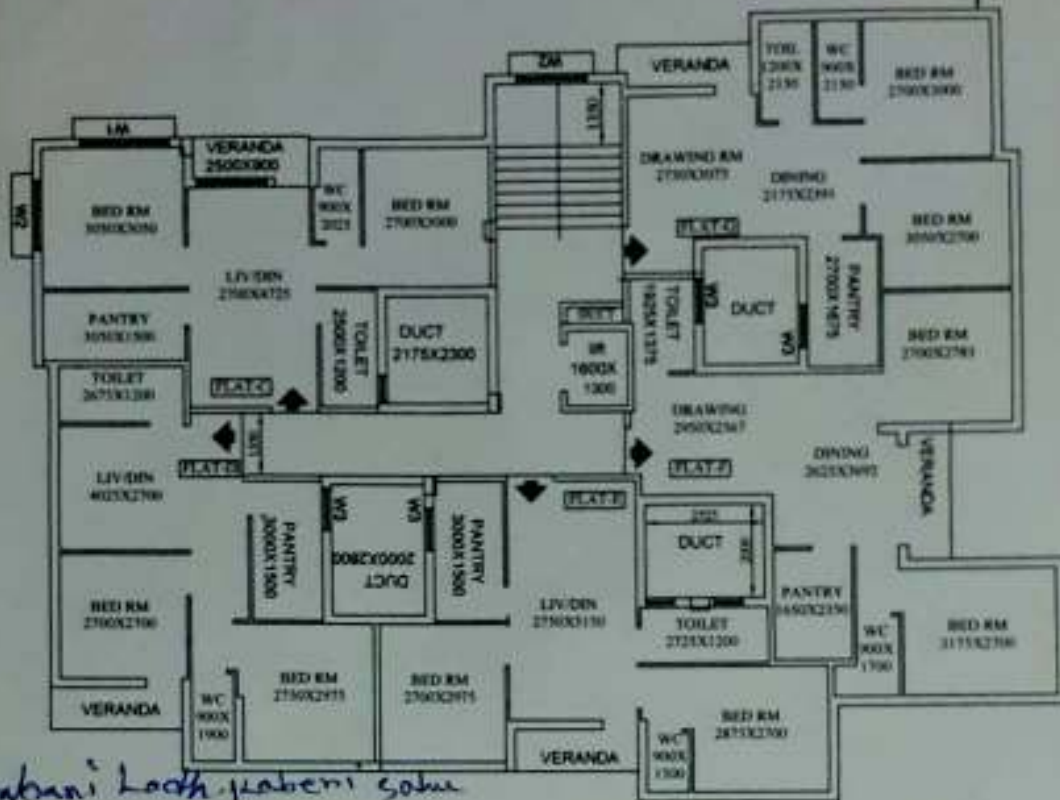
Sukla Sanyal

16 FT WIDE MUNICIPALITY ROAD

  
 Proprietor.

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

proposed plan (subject to sanction)



Srabani Laha, Prabeni Saha

(BLOCK - B)

Geeta Nandy

Sanku Nandy

Sekla Shukla

Krishna Rijalkumar Saha Das

Ripa Piyali Das

Basu Rimi Prasad



(BLOCK - A)

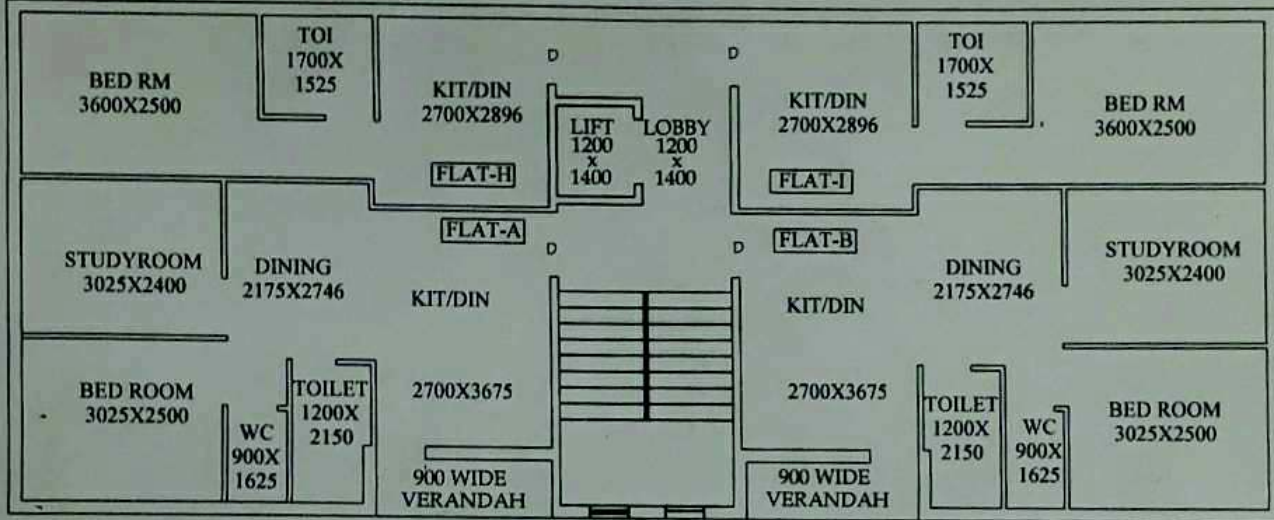
16 FT WIDE MUNICIPALITY ROAD

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Sharmistha Sen

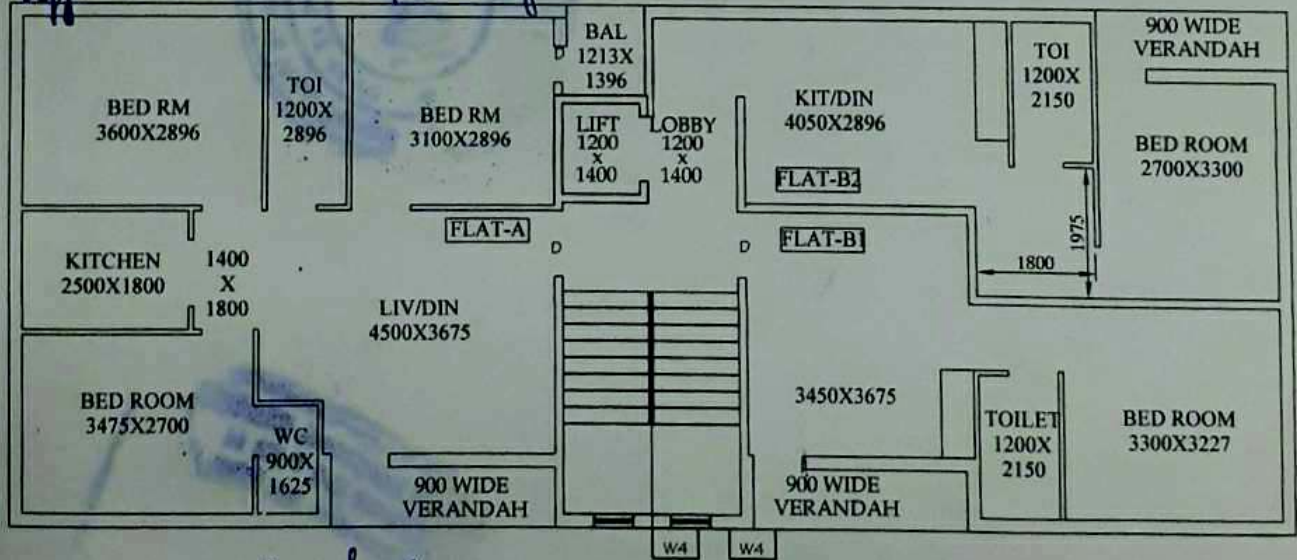
### proposed plan (subject to sanction)



*Kaberi Sahu - Santanu Nandy*  
*Srabani Laha - Gourji Nandy*  
*Nijal Kumar Sahu & Dipa Das*

*Piyali Basu*  
*Keishna Das*  
*Rimi Prasad*

*Sharmistha Sen.*



*Sukla Nandy*

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas**  
**Signature / LTI Sheet of Serial No. 03580 / 2014, Deed No. (Book - I , 03771/2014)**

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Moumita Nandy Address -6b Green Park, Thana:-Patuli, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self		 LTI	<i>Moumita Nandy</i> 23/5/14
2	Sarmishtha Sen Address -3/47 B Bijoygarh, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032	Self		 LTI	<i>Sharmistha Sen</i>

**Name of Identifier of above Person(s)**

Dilip Prasad  
29/1a Baishnabghata Rd, District:-South 24-Parganas,  
WEST BENGAL, India, Pin :-700047

**Signature of Identifier with Date**

*Dilip Prasad*  
23/5/14





Government Of West Bengal  
Office Of the D.S.R. - IV SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 03771 of 2014  
(Serial No. 03580 of 2014 and Query No. 1604L000007440 of 2014)

On 08/05/2014

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

Presented for registration at 15.25 hrs on :08/05/2014, at the Private residence by Tapas Kumar Ghosh ,Claimant.

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

Execution is admitted on 08/05/2014 by

1. Gouri Nandi, wife of Late Mihir Nandy , 6b Green Park, Thana:-Patuli, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : House wife
2. Santanu Nandy, son of Late Samir Nandy , 1/51 Vidyasagar Colony, Thana:-Patuli, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : Service
3. Sukla Nandy, wife of Late Samir Nandy , 1/51 Vidyasagar Colony, Thana:-Patuli, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : House wife
4. Ujjal Kumar Sahu, son of Late Hiren Ch Sahu , 285 Rajdanga Main Rd Kasba, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107, By Caste Hindu, By Profession : Service
5. Kaberi Sahu, daughter of Late Hiren Ch Sahu , Garia Nabagram Middle Block Manasa Mandir, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700152, By Caste Hindu, By Profession : Business
6. Krishna Das, wife of Ashoke Das , Garia Nabagram Middle Block Manasa Mandir, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700152, By Caste Hindu, By Profession : House wife
7. Rimi Prasad, wife of Dilip Prasad , 29/1a Baishnabghata Rd, Thana:-Patuli, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : House wife
8. Srabani Lodh, wife of Anupam Kr Lodh , 2 No Garshyamnagar Kawgachi, Thana:-Jagaddal, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
9. Piyali Basu, wife of Avijit Basu , Jo 77, Ballake City, lii, Thana:-Bidhannagar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700098, By Caste Hindu, By Profession : Others
10. Dipa Dey, wife of Badal Dey , 6/3 P B Rd, Thana:-Bahala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste Hindu, By Profession : House wife
11. Tapas Kumar Ghosh  
Developer/proprietor, M/s Rajlakshmi Enterprise, 2081 Chak Garia E 14 Sammilani Park P.s Survey Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075.  
, By Profession : Business

Identified By Dilip Prasad, son of Ramakanta Prasad, 29/1a Baishnabghata Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste: Hindu, By Profession: Business.

  
( Tridip Misra )

DISTRICT SUB-REGISTRAR-IV  
EndorsementPage 1 of 2



Government Of West Bengal  
Office Of the D.S.R. - IV SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 03771 of 2014  
(Serial No. 03580 of 2014 and Query No. 1604L000007440 of 2014)

( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV

**On 13/05/2014**

**Payment of Fees:**

Amount by Draft

Rs. 5535/- is paid , by the draft number 099917, Draft Date 07/05/2014, Bank Name State Bank of India, BARODA PARK BAISNABGHATA, received on 13/05/2014

( Under Article : B = 5489/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 13/05/2014 )

**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.-67,87,494/-

Certified that the required stamp duty of this document is Rs.- 10011 /- and the Stamp duty paid as: Impresive Rs.- 500/-

**Deficit stamp duty**

Deficit stamp duty Rs. 9550/- is paid , by the draft number 099916, Draft Date 07/05/2014, Bank : State Bank of India, BARODA PARK BAISNABGHATA, received on 13/05/2014

( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV

**On 23/05/2014**

**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 : 4, 5(f), 53 of Indian Stamp Act 1899.

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

Execution is admitted on 23/05/2014 by

1. Moumita Nandy, wife of Sandipan Dutta , 6b Green Park, Thana:-Patuli, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Service
2. Sarmishtha Sen, wife of Anuruddha Sen , 3/47 B Bijoygarh, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste Hindu, By Profession : Others

Identified By Dilip Prasad, son of Ramakanta Prasad, 29/1a Baishnabghata Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession: Business.

( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV



  
( Tridip Misra )

DISTRICT SUB-REGISTRAR-IV  
EndorsementPage 2 of 2





	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: GOURI NANDY

Signature: Gouri Nandy



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: MOUMITA NANDY

Signature: Moumita Nandy



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: SANTANU NANDY

Signature: Santanu Nandy



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: SMT. SUKLA NANDY

Signature: Sukla Nandy



Ujjal Kumar Sahu

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: SRI UJJALKR. SAHU

Signature: Ujjal Kumar Sahu



Kaberi

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: SMT. KABERI SAHU

Signature: Kaberi Sahu



Krishna Das

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: SMT. KRISHNA DAS

Signature: Krishna Das



Name: SMT. RIMI PRASAD

Signature: Rimi Prasad

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Left hand					
Right hand					



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: SMT. SRABANI LODH

Signature: Srabani Lodh.



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: SMT. SARMISTHA SEN

Signature: Sarmistha Sen



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: SMT. PIYALI BASU

Signature: Piyali Basu



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: SMT. ~~Piyali Basu~~ BIPA DEY

Signature: Bipadey



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: TAPASH K R GILSON

Signature:



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: .....

Signature: .....



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: .....

Signature: .....



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: .....

Signature: .....

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 21  
Page from 1173 to 1202  
being No 03771 for the year 2014.



  
(Tridip Misra) 27-May-2014  
DISTRICT SUB-REGISTRAR-IV  
Office of the D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal