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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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*Warning: This document is intended for registration. The parties should ensure enforcement always attended with the documents are part of this document.*

*Signature*  
  
 21 MAY 2014

**DEED OF DEVELOPMENT AGREEMENT**

THIS DEED OF DEVELOPMENT AGREEMENT made on this the 21<sup>st</sup> day of May 2014  
**BETWEEN**

1) SRI SUJOY KUMAR PATHAK son of late Nirmal Chandra Pathak, residing at TM 5/27, Nisikanan, Tegharia, P.O. Hatiara, P.S.Rajarhat Kolkata-700 059, 2) SRI ANANDARUP BONNERJEE son of Sri Sunayak Banerjee residing at 8, Jatin Bagchi Road, P.S.Gariahat , Kolkata-700 029 and 3) SRI DIPANKAR BANERJEE son of Sri Manabendra Banerjee residing at 11, Basanta Bose Road, P.S. Bhawanipur, Kolkata-700026 all by faith Hindi all by Occupation Computer Engineer all by national Indian hereinafter referred to as the VENDORS /OWNERS (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.

Contd.....Pg/2.

NO. 3026 Date 16/5/2014  
Sold to Anil Chandra Ghosh 4 a/c.  
of 2081, Chalk Garden E-14, Sammilani Park.  
Rupees 500 Kol-75

*Bas*  
Sankar Das  
Stamp Vendor  
Alipore Police Court  
South 24 Pgs., Kol-75

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*MRS TAN I S*



*Signature*

*Stamp*

Saman Kama Ghosh  
S/o Anil Kama Ghosh  
-E-14 Sammilani Park  
Kolkata - 75

21 MAY 2014

*Debit*



A N D

"M/S. RAJLAKSHMI ASSOCIATE " a partnership firm, having its Registered office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 represented by its partners (1) SRI ANIL CHANDRA GHOSH son of late Surendra Chandra Ghosh and (2) SRI TAPASH KUMAR GHOSH son of Sri Anil Chandra Ghosh, both by faith Hindu, both by occupation : Business, both by national Indians, both 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 PROMOTERS/ BUILDERS/ DEVELOPERS/ CONTRACTORS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representatives, administrators and assignees) of the SECOND PART.

HISTORY OF THE TITLE OF THE LANDED PROPERTY

WHEREAS at Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khatian No.27, R.S. Dag No.50, now within the jurisdiction of the Rajpur -Sonarpur Municipality ward no 27 at present 25 the total Danga at present Bastu land measuring an area more or less 63 decimals were recorded at Revisional Settlement of Survey ( as per Rayari Dhakhali Satta) in the name of Sri Bipin Behari Naskar and Sri Ramanath Naskar.

AND WHEREAS while the said Bipin Behari Naskar and Ramanath Naskar were enjoying and possessing the entire property as above the said Bipin Behari Naskar died intestate on 04/05/1941 leaving behind him surviving his three sons namely Sri Dharendra Naskar alies Dharendra Nath Naskar, Sri Jugal Naskar Alies Jugal Chandra Naskar and Sri Pravas Naskar Alies Pravas Chandra Naskar who became the owners in equal shares in the said property left by their deceased father Bipin Behari Naskar as per Hindu Succession Act 1956 and their mother died many years before from their father's death.

AND WHEREAS thereafter the said Ramanath Naskar died leaving behind him surviving his only one son namely Sri Atul Naskar alies Atul Chandra Naskar, who became the absolute owner in the said property left by his deceased father as per Hindu Succession Act 1956 and his mother died many years before from his father's death.

AND WHEREAS thus by inheritance Sri Dharendra Naskar alies Dharendra Nath Naskar, Sri Jugal Naskar Alies Jugal Chandra Naskar, Sri Pravas Naskar Alies Pravas Chandra Naskar and Sri Atul Naskar alies Atul Chandra Naskar became the absolute undivided owners and enjoying and possessing their shares on their entire property measuring 42 decimal Danga Land at present Bastu and recorded and published their names at ROR after Revisional Survey of Settlement under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khatian No.27, R.S. Dag No.50, now within the jurisdiction of the Rajpur -Sonarpur Municipality ward no 27 at present 25 and have been paid rates and tax up-to-date.



*[Handwritten signature]*  
**Sub-Registrar**

**21 MAY 2014**

AND WHEREAS thereafter Sri Dharendra Naskar alies Dharendra Nath Naskar, Sri Jugal Naskar Alies Jugal Chandra Naskar, Sri Pravas Naskar Alies Pravas Chandra Naskar all the owners as mentioned sold and transferred measuring more or less 22 Decimal Bastu Land with old structure standing there on nearby the main road out of 42 Decimal to Smt Archanna Bramha wife of Sri Sudhansu Mohan Brahma and Smt Manashi brahma wife of Sri Amal Krishna Brahma by a registered Deed Of Sale and the said Deed was Registered at S.R Baraipur on 19/10/1965 which was recorded in Book No-I, Volume No.132, Pages from 120 to 124, being no. 10075 for the year 1965.

AND WHEREAS thereafter Smt Archanna Bramha wife of Sri Sudhansu Mohan Brahma and Smt Manashi brahma wife of Sri Amal Krishna Brahma sold and transferred a portion of Land measuring more or less 16 Decimal (09K-02Ch-00Sft) Bastu Land with old structure standing there on out of 22 decimal to Sri Sukhomoy Gupta son of Ram Chandra Gupta in the name of Sri Sudha Sindhu Sengupta and Subimal Kanti Sengupta both son of Sushil Chandra Sengupta as his two benamder by a registered Deed of Sale and the said Deed was Registered at D.R Alipore on 29/06/1966 which was recorded in Book No-I, Volume No.97, Pages from 74 to 81, being no. 4241 for the year 1966, wherein Sri Sudhansu Mohan Brahma and Amal Krishna Brahma both son of Sachindra Mohan Brahma signed as the confirming party.

AND WHEREAS thereafter Sri Sukhomoy Gupta son of Ram Chandra Gupta transferred the said Land measuring more or less 16 Decimal (09K-02Ch-00Sft) Bastu Land with old structure standing there on to Sri Sudha Sindu Sengupta and Sri Subimal Kanti Sengupta both sons of Sushil Kanti Sengupta by a Registered Deed of Release and the said Deed was Registered at D.R Alipore on 04/03/1982 which was recorded in Book No-I, Volume No.71, Pages from 230 to 233, being no. 2667 for the year 1982 with valuable consideration therein.

AND WHEREAS by dint of the aforesaid Deed of Release Sri Sudha Sindu Sengupta and Sri Subimal Kanti Sengupta both sons of Sushil Kanti Sengupta became the absolute owners of Land measuring more or less 16 Decimal (09K-02Ch-00Sft) more or less under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, Dist 24-Parganas(S).

AND WHEREAS thereafter Atul Naskar alies Atul Chandra Naskar, the owner as mentioned above sold and transferred a Land measuring more or less 20 Decimal(12 K-00Ch-00Sft) more or less Bastu Land with old structure standing there on under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, Dist 24-Parganas(S) to Smt Manashi brahma wife of Amal Krishna Brahma by a registered Deed Of Sale and the said Deed was Registered at S.R Baraipur on 19/06/1965 which was recorded in Book No-I, Volume No.93, Pages from 30 to 34, being no. 6379 for the year 1965.



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AND WHEREAS thereafter Smt Manshi Brahma wife of Sri Amal Krishna Brahma , the owner as mentioned above sold and transferred a Land measuring more or less 20 Decimal(12 K-00Ch-00Sft) more or less Bastu Land with old structure standing there on under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, Dist 24-Parganas(S) to Sri Shymal Kanti Sengupta, Sri Sukamal Kanti Sengupta, Sri Subhas Kanti Sengupta all sons of Sushil Kanti Sengupta in the name of Sri Sukhomoy Sengupta as their benamder by a registered Deed Of Sale and the said Deed was Registered at D.R Alipore on 29/07/1966 which was recorded in Book No-1, Volume No.84, Pages from 193 to 199, being no. 4242 for the year 1966, wherein Sri Amal Krishna Brahma signed as the confirming party.

AND WHEREAS thereafter Sri Sukhomoy Gupta son of Ram Chandra Gupta transferred Land measuring more or less 20 Decimal (12K-00Ch-00Sft)more or less Bastu Land with old structure standing there on under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, Dist 24-Parganas(S) to Sri Shymal Kanti Sengupta, Sri Sukamal Kanti Sengupta, Sri Subhas Kanti Sengupta all sons of Sri Sushil Kanti Sengupta by a Registered Deed of Release and the said Deed was Registered at D.R Alipore on 25/02/1982 which was recorded in Book No-1, Volume No.64, Pages from 137 to 140, being no. 2227 for the year 1982.

AND WHEREAS thus by dint of the aforesaid Deed of Release Sri Shymal Kanti Sengupta, Sri Sukamal Kanti Sengupta, Sri Subhas Kanti Sengupta all sons of Sri Sushil Kanti Sengupta became the absolute owners of bastu land measuring more or less 20 Decimal (12K-00Ch-00Sft) more or less under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, Dist 24-Parganas(S).

AND WHEREAS while the said five brothers herein Sri Sudha Sindu Sengupta, Sri Subimal Kanti Sengupta Sri Shymal Kanti Sengupta, Sri Sukamal Kanti Sengupta, and Sri Subhas Kanti Sengupta all sons of Sri Sushil Kanti Sengupta were enjoying and possessing the entire property i.e 36(16+20) Decimal (21K-02Ch-00Sft) jointly the said Sri Subhas Kanti Sengupta died intestate on 29/10/2007 leaving behind him surviving his one son namely Satyajit Sengupta and his mother Smt Sarmistha Sengupta died many years before his father's death who became the absolute owner in the said property left by his deceased father Subhas Kanti Sengupta as per Hindu Succession Act 1956 and thereafter the said Shymal Kanti Sengupta died intestate on 27/07/2001 leaving behind him surviving his two sons namely Sri Sabyasachi Sengupta, Sri Sibiraj Sengupta, one daughter namely Smt Sanghamitra Majumder (Sengupta) and his wife Smt Santa Sengupta who became the joint absolute owners in equal shares in the said property left by deceased Shymal Kanti Sengupta as per Hindu Succession Act 1956 .

Thus (1)Sri Sukamal Kanti Sengupta and (2) Sri Subimal Kanti Sengupta , (3) Sri Sudha Sindu Sengupta all son of Late Sushil Chandra Sengupta (4) Satyajit Sengupta son of Late Subhas Kanti Sengupta (5.a) Sri Sabyasachi Sengupta (5.b) Sri Sibiraj sengupta (5.c) Smt Sanghamitra Majumder(Sengupta) all sons and



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daughter of Late Shymal Kanti Sengupta and (5.d) Smt Santa Sengupta wife of late Shymal Sengupta became the absolute owners of adequate share at their total land measuring 36 decimal (21K-02 Ch-00Sft) more or less by way of purchase or by inheritance.

AND WHEREAS thereafter Smt Sanghamitra Majumder(Sengupta) and Sri Sibiraj Sengupta executed two several Registered Power of Attorney in favour of Sri Sudha Sindhu Sengupta for sale and transfer their each share to any purchaser/s and the said Deeds were registered at SR Allpore on 02/11/2011 and recorded in Book No IV, C D.Vol No. 4, Pages From 2201 to 2212 being Deed No. 02225 for the year 2011 and another one at Additional Registrar of Assurance -III, Kolkata on 20/06/2011 and recorded in Book No. IV, CD. Vol. No. 5, Pages from 4447 to 4456 for the year 2011 respectively.

AND WHEREAS thereafter (1)Sri Sukamal Kanti Sengupta and (2) Sri Subimal Kanti Sengupta, (3) Sri Sudha Sindu Sengupta all son of Late Sushil Chandra Sengupta (4) Satyajit Sengupta son of Late Subhas Kanti Sengupta (5.a) Sri Sabyasachi Sengupta (5.b) Sri Sibiraj sengupta (5.c) Smt Sanghamitra Majumder(Sengupta) all sons and daughter of Late Shymal Kanti Sengupta and (5.d) Smt Santa Sengupta wife of late Shymal Sengupta sold and transferred a Bastu Land measuring more or less 19K-02Ch-00Sft out of 21K-02Ch-00Sft more or less purely demarcated Bastu Land with old structure standing there on under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, within the jurisdiction of Rajpur Sonarpur Municipality, Dist 24-Parganas(S), Kolkata-700151 to Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee by a registered Deed Of Sale and the said Deed was Registered at ASDR Sonarpur on 6<sup>th</sup> January 2012 which was recorded in Book No-I, C D Volume No.1, Pages from 2704 to 2756, being no. 00192for the year 2012 with valuable consideration therein.

Thus Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee by dint of the aforesaid deed became the absolute owners of Bastu Land measuring more or less 19K-02Ch-00Sft demarcated with proper boundary including old dilapidated RTS structure standing there on under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, within the jurisdiction of Rajpur Sonarpur Municipality, Dist. 24-Parganas(S), Kolkata-700151 and are in peaceful enjoyment free from all encumbrances and hindrances whatsoever.

THEREAFTER Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee applied for mutation at BLLRO and got the mutation and published as LR. Khatian Nos.554, 553 and 552 respectively under LR Dag No. 92, Mouza: Dhamaitala, J.L. No. 75, Dist: 24 Parganas(South) and also applied for Mutation at Rajpur Sonarpur Municipality and got the mutation and being its Municipality Holding No. 89, Road Name. Dhamaitala Lane, P.S. Sonarpur, Ward No. 25, Kolkata 700151 on their said bastu Land measuring 19K-02Ch-00 Sq.ft more or less and have been paying rates and taxes upto date. The premises is more fully described in the Schedule "A" here in below

  
  
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AND WHEREAS now all the Owners herein Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee are jointly desirous of developing the said vastu land measuring 19K-02Ch-005ft more or less details mentioned in Schedule "A" herein under.

AND WHEREAS that the Builders/Developers/Contractors herein knowing the intention of the Owners, have approached and requested the owners to allow & permit them 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 1) Sri Sujoy Kumar Pathak son of late Nirmal Chandra Pathak residing at TM 5/27, Nisikanan, Tegharia, P.O. Hatiara, P.S. Rajarhat Kolkata-700 059 2) Sri Anandarup Bonnerjee son of Sri Sunayak Banerjee residing at 8, Jatin Bagchi Road, P.S. Gariahat , Kolkata-700 029 and 3) Sri Dipankar Banerjee son of Sri Manabendra Banerjee residing at 11, Basanta Bose Road, P.S. Bhawanipur, Kolkata-700026 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. **PROMOTERS/ BUILDERS/ DEVELOPERS/ CONTRACTORS:** shall mean "M/S. RAJLAKSHMI ASSOCIATE " a partnership firm, having its Registered office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.-> Santoshpur, P.S.->Survey Park, Kolkata-700 075 represented by its partners Sri Anil Chandra Ghosh son of late Surendra Chandra Ghosh and Sri Tapash Kumar Ghosh son of Sri Anil Chandra Ghosh, both by faith Hindu, both by occupation : Business, both by national Indians, both permanently residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O.-> Santoshpur, P.S.-> Survey Park, Kolkata-700 075 and also include their respective heir or heirs, transferees, nominees, and his respective liabilities that is Promoter's/Builder's/ Developer's liability for total construction thereon,
3. **LAND/PREMISES :** All that Premises/Holdings / Rayati Dhakhali Satta Danga land measuring 19K- 02Ch- 005ft more or less under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, now within the jurisdiction of the Rajpur -Sonarpur Municipality ward no 27 at present 25, LR Khatian Nos.554, 553 and 552 under LR Dag No. 92, Dist: 24 Parganas(South) and being its Municipality Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151 . The premises is more fully described in the Schedule "A" here in below





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4. **BUILDING** : Building shall mean the multi-storied building to be constructed at the said basu 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 Promoters/Builders/Developers/Contractors 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** :- Promoters'/Builders'/Developers'/Contractors' 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 Promoters/Builders/Developers/Contractors may appoint as architect for planning, designing and supervising the construction of the building at the site on behalf of both the Promoters/Builders/Developers/Contractors and Owners.
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 Promoters/Builders /Developers/Contractors. Both the owners and Promoters/Builders/Developers/Contractors declare that the original title deeds and relevant documents are lying with the Promoters/Builders/ Developers/ Contractors and its prospective buyers shall have right to inspect the title deeds and relevant documents as and when required. The Promoters/Builders/ Developers/ Contractors 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 Promoters/ Builders/Developers /Contractors and the owner shall not be liable to bear any expenses and liabilities whatsoever.
3. That the Promoters/Builders/Developers/Contractors 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



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- owner, so that the Promoters/Builders/Developers/Contractors can proceed with the mutation, the construction on getting sanction of such plan concerning the said land. All expenses for preparation of 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 Promoters/Builders/Developers/Contractors undertake 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 Bastu land measuring 19 K-02Ch-005ft including old dilapidated one RTS structure in favour of the Promoters/Builders/Developers/Contractors within 7 (seven) days from the signing of this agreement so that the Promoters/Builders/Developers/Contractors shall proceed for survey measurement, field work for preparation of project plan, inspection for sanction by the appropriate authority, temporary electricity service by WBSEB etc. The Promoters/Builders/Developers/Contractors shall issue a possession letter to the owners after taking possession of the said plot.
  6. That the Promoters/Builders/ Developers/Contractors 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 Promoters/Builders/Developers/Contractors 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 Promoters/Builders / Developers/Contractors 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 Promoters/Builders/Developers/Contractors so that the Promoters/Builders/Developers/Contractors 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 Promoters'/Builders'/ Developers'/Contractors' 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 Promoters/Builders/ Developers/Contractors, and the Promoters/Builders/Developers/Contractors shall pay and bear all submission and



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- 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 Promoters/Builders/Developers/Contractors 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 they have 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 Promoters/Builders/Developers/Contractors for development purpose.
  6. 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 Promoters/Builders/Developers/Contractors 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 Promoters/Builders /Developers/Contractors. And the Promoters/Builders/Developers/Contractors 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 owners shall put the Promoters/Builders/Developers/Contractors in exclusive and undisputed possession of the said land and shall not in any way interfere with the possession of the Builders/Developers/Contractors 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 Promoters/Builders/Developers/Contractors in vacant possession of the said land in terms of this Agreement.
3. The Promoters/Builders/Developers/Contractors hereby undertakes to construct the Building diligently and expeditiously and to hand over the owners' 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. Thereafter the Promoters/Builders/Developers/Contractors shall pay Rs.20,000/- per month till completion of the said project to the first party.





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

1. The owners herein of the First Party shall be exclusively entitled to 41 % of the total Sanction area on *built-up area* basis including covered parking or open parking spaces with other common right, facilities and service area including proportionate share of land hereinafter referred to as Owners' allocation.

*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 Builders/ Developers/Contractors shall be entitled to balance 59% of total sanction covered area on *built-up area* basis including covered parking space/ spaces or open 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 Promoters'/Builders'/ Developers'/Contractors' allocation.

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

3. In consideration having agreed to commercially exploit the said premises by constructing residential flat system building thereon, the first party jointly received adjustable amount of Rs.30,000,00/00 (Rupees thirty lakhs only) from the Promoters'/Builders'/ Developers'/Contractors by A/C Payee cheque particularly mentioned at MEMO OF COSIDERATION hereunder.

4. That the above mentioned amount herein Rs.30,00,000/00 (Rupees Thirty Lakh Only) so received by the First Party shall be adjusted by curtailing the area from the owners' allocation (41% F.A.R.) @ Rs. 2200/00 (Rupees Two thousand and two hundred Only) per sq.ft. super built-up area basis, the service area being calculated @ 15% (i.e. covered area + 15% thereof) and the curtailed area to be added to Promoters'/Builders'/ Developers',/Contractors' allocation of 59% F.A.R.

5. A. **OWNERS' ALLOCATION:-** The Demarcated portion as per the Sanctioned plan will be added to the agreement after such plan has been received with necessary approvals.

B. **BUILDERS/ DEVELOPERS/CONTRACTORS' ALLOCATION:** The Demarcated portion as per the Sanctioned plan will be added to the agreement after such plan has been received with necessary approvals.

6. That the owners shall be entitled to sale, transfer or dispose of or otherwise deal with the owners' allocation to his nominees in the building without disturbing the Promoters'/Builders'/ Developers'/Contractors' Allocation 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 Promoters'/Builders'/ Developers'/Contractors and the Promoters'/Builders'/ Developers'/ Contractors 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. The Promoters'/Builders'/ Developers'/Contractors, however, shall not part with the possession of the



  
  
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Developer's allocations till such time the owners are given possession of the owners' allocation, notwithstanding anything anywhere mentioned to the contrary in this agreement.

7. That the Promoters/Builders/Developers/Contractors shall be exclusively entitled to the Developers' allocations in the said building without in any disturbing the common facilities situated thereon with the exclusive right to deal with, enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever for howsoever of the owners and the owners or any person or persons with or disturb the quiet and peaceful possession of the Developer's allocations or any person or persons coming through or the nominee or nominees of the Developers' save and except common parts and areas as referred to in clause of owner's allocations.
8. 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, Shop/s and Parking Space/s.

#### ARTICLE-VI:COMMON FACILITIES.

1. As soon as the Building complex / project is completed, the Promoters/Builders/ Developers/Contractors 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 Promoters/Builders/ Developers /Contractors and / or his nominees shall be exclusively responsible for payment of all the said rates payable in respect to the Promoters/Builders/ Developers/ Contractors' 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'/Contractors' 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



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- 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 Promoters/Builders/ Developers/Contractors 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 Promoters/Builders/ Developers/Contractors 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 Builders/ Developers/Contractors 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 Promoters/Builders/ Developers/Contractors 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 / Builders/ Developers/Contractors 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 owner / owners or the Promoters/Builders/ Developers/Contractors 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 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 Promoters/Builders/ Developers/Contractors 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





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- 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 Promoters/Builders/ Developers/Contractors 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 Builders/ Developers/Contractors shall be exclusively responsible for payment of all the said taxes, payable in respect of the Builders/ Developers/Contractors' 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:
    - a. The emission of smoke, visible vapour, sparks, ashes, grit and oil
    - b. The reduction of noise emitted by or caused by the vehicle
    - c. Standard for emission of the Air Pollution.

#### ARTICALE -VIII : MISCELLANEOUS

1. That the Promoters/Builders/ Developers/Contractors shall be at liberty to advertise in the daily news paper 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



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- 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 or intending buyers.
2. If necessary the owners shall be liable to execute the deed of conveyance in respect of the Promoters/ Builders/ Developers/Contractors' allocation in favour of the nominated person /persons and /or purchaser/purchasers of flats of the Promoters/Builders/ Developers/Contractors' allocation and if the owners fail or neglect to appear before the registration authority and execute the said deed, the Promoters /Builders/ Developers/Contractors shall be entitled to register the same through specific performance of contract act by the order from the appropriate court of law.
  3. All costs, taxes, charges and expenses including Architect's fees shall be discharge and paid by the Builders/ Developers/Contractors and the owners shall not be responsible in this context.
  4. As soon as the building is completed as per this agreement, the Builders/ Developers/Contractors 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 able to 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 Promoters/Builders/ Developers/Contractors provided however no alteration or modification shall be made in the owners' allocation without the consent of the owners' in writing.
  5. That the owner and the Builders/ Developers/Contractors 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 Promoters/Builders/ Developers/Contractors, 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



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21 MAY 2018

- 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 Promoters/Builders/ Developers/Contractors 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 Majoire 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. 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 for rectification of the same on account of that to the Promoters/Builders/ Developers/Contractors.

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

**(THE ENTIRE LAND FOR DEVELOPMENT)**

All that Premises/Holdings / Rayari Dhakhalió Satta Basta land measuring 19K- 02Ch- 005ft more or less under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5, R.S. Khanda Khatian 195 under R.S. Kharian No.27, R.S. Dag No.50, now within the jurisdiction of the Rajpur -Sonarpur Municipality ward no 27 at present 25, LR Khatian Nos.554, 553 and 552 under LR Dag No. 92, Dist: 24 Parganas(South) and being its Municipality Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151 with 600sqft 15 years old RTS structure standing there on free from all encumbrances





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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 butted and bounded in the following manner:

ON THE NORTH: PORTION OF DAG NO. 50

ON THE SOUTH : 30 FT WIDE DWRJR ROAD

ON THE WEST : RS DAG NO. 48 AND 49

ON THE EAST : 30 FT WIDE DHAMAITALA LANE

#### 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 R.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) M.S. collapsible gate at main entrance of building as per approved designed of the Architect and painted both side.
- 15) Lift, Intercom 16) AC Community Hall,
- 17) 24 Hours Water Supply and 18) Plantation.



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21 MAY 2018



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. Jay Chakraborty  
435 Hadanpur + payrahalagan  
South 24 Parganas.  
P.S. Sonarpur West-153.

*Sujoy Kumar Pathak*  
1) SRI SUJOY KUMAR PATHAK  
PAN NO. AGOPP7195H

*Anandarup Bonnerjee*  
2) SRI ANANDARUP BONNERJEE  
PAN NO. AGWPB7797B

*Dipankar Banerjee*  
3) SRI DIPANKAR BANERJEE  
PAN NO. ADMPB6104D  
\_\_\_\_\_  
SIG. OF THE OWNERS

2. Seeman Kumar Ghosh  
E-14 Seemulane Park  
P.S.:- Seemulane Park  
KOL - 75

For RAJLAKSHMI ASSOCIATE  
*Anil Chandra Ghosh*  
Partner

SRI ANIL CHANDRA GHOSH  
PAN NO. AGKPG0595N

For RAJLAKSHMI ASSOCIATE  
*Tapash Kumar Ghosh*  
Partner  
TAPASH KUMAR GGHOSH  
PAN NO. AGFPG5848M

\_\_\_\_\_  
SIG. OF THE PROMOTERS/ BUILDERS/  
DEVELOPERS/CONTRACTORS

Drafted By: *Nirajan Kaunda*  
NIRANJAN KAUNDA (ADVOCATE) WSI/170/1978  
Alipore Police Court, Kolkata-200027

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



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21 MAY 2018

## MEMO OF CONSIDERATION

We Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee received Rs.10,00,000/00 (Rupees ten lakh) each in total Rs. 30,00,000/00 (Rupees thirty lakh only) as full and final adjustable consideration from Promoters/Builders/ Developers/Contractors by A/C Payee Cheques mentioned as follows:

A. In the name of Sri Sujoy Kumar Pathak

<u>Bank Name</u>	<u>Cheque No</u>	<u>Date</u>	<u>Amount</u>
Axis Bank Ltd Garia Branch, Kol-84	322495	21/05/2014	Rs.5,00,000/00
Axis Bank Ltd Garia Branch, Kol-84	577983	21/05/2014	Rs.5,00,000/00

B. In the name of Sri Anandarup Bonnerjee

<u>Bank Name</u>	<u>Cheque No</u>	<u>Date</u>	<u>Amount</u>
Axis Bank Ltd Garia Branch, Kol-84	322497	21/05/2014	Rs.5,00,000/00
Axis Bank Ltd Garia Branch, Kol-84	577986	21/05/2014	Rs.5,00,000/00

C. In the name of Sri Dipankar Banerjee

<u>Bank Name</u>	<u>Cheque No</u>	<u>Date</u>	<u>Amount</u>
Axis Bank Ltd Garia Branch, Kol-84	322498	21/05/2014	Rs.5,00,000/00
Axis Bank Ltd Garia Branch, Kol-84	577984	21/05/2014	Rs.5,00,000/00

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TOTAL                      Rs. 30,00,000/00

(RUPEES THIRTY LAKH ONLY)

## SIGNED AND DELIVERED

At Kolkata in Presence of:-

1. Jay Chakraborty2. Suman Karmacharya

Sujoy Kumar Pathak  
1) SRI SUJOY KUMAR PATHAK  
PAN NO. AGOPP7195H

Anandarup Bonnerjee  
2) SRI ANANDARUP BONNERJEE  
PAN NO. AGWPB7797B

Dipankar Banerjee  
3) SRI DIPANKAR BANERJEE  
PAN NO. ADMPB6104D  
\_\_\_\_\_  
SIG. OF THE OWNERS

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



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21 MAY 2016









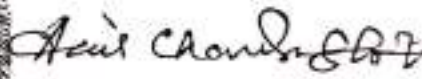


**Government of West Bengal**  
**Department of Finance (Revenue), Directorate of Registration and Stamp Revenue**  
**Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas**  
**Signature / LTI Sheet of Serial No. 03802 / 2014, Deed No. (Book - I , 03692/2014)**

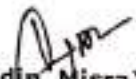
**I . Signature of the Presentant**

Name of the Presentant	Photo	Finger Print	Signature with date
Tapash Kumar Ghosh 2081 Chak Garia E 14 Sammilani Park P.s Survey Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075	 21/05/2014	 LTI 21/05/2014	 21/5/14

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sujoy Kumar Pathak Address -Tm 5/27 Nisikanan Tegharla, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059	Self	 21/05/2014	 LTI 21/05/2014	
2	Anandarup Bonnerjee Address -8 Jatin Bagchi Rd, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029	Self	 21/05/2014	 LTI 21/05/2014	
3	Dipankar Banerjee Address -11 Basanta Bose Rd, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026	Self	 21/05/2014	 LTI 21/05/2014	
4	Anil Chandra Ghosh Address -2081 Chak Garia E 14 Sammilani Park P.s Survey Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075	Self	 21/05/2014	 LTI 21/05/2014	



  
(Tridip Misra)


**DISTRICT SUB-REGISTRAR-IV**  
**Office of the D.S.R. - IV SOUTH 24-PARGANAS**

**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. 03802 / 2014, Deed No. (Book - I , 03692/2014)**

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Tapash Kumar Ghosh Address -2081 Chak Garia E 14 Sammilani Park P.s Survey Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075	Self	 21/05/2014	 LTI 21/05/2014	

**Name of Identifier of above Person(s)**  
 Suman Kumar Ghosh  
 E/14 Sammilani Park, District:-South 24-Parganas,  
 WEST BENGAL, India, Pin :-700075

**Signature of Identifier with Date**  
  
 21/05/14



(Tridip Misra)  
**DISTRICT SUB-REGISTRAR-IV**  
**Office of the D.S.R. - IV SOUTH 24-PARGANAS**



Rayati Dhak' Alio Satta Bastu land measuring 19K- 02Ch- 00Sft more or less under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 ,R.S. Khanda Khatian 195 under R.S. Kh No.27, R.S. Dag No.50, now within the jurisdiction of the Rajpur -Sonarpur Municipality ward no 27 at present 25, LR Khatian Nos.554, 553 and 552 under LR Dag No. 92, Dist: 24 Parganas(South) and being its Municipality Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151 .



1. Sajoy Kumar Palit
  2. Anand...
- W. B...

SIG. OF OWNERS

For RAJLAKSHMI ASSOCIATE

*Anand...*  
Partner

For RAJLAKSHMI ASSOCIATE

*Sajoy...*  
SIG. OF BUILDERS Partner

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



STANDARD INITIALIZATION

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...

21 MAY 2018



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

Endorsement For Deed Number : I - 03692 of 2014  
(Serial No. 03802 of 2014 and Query No. 1604L000008382 of 2014)

On 21/05/2014

**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.

**Payment of Fees:**

Amount by Draft

Rs. 33035/- is paid , by the draft number 099975, Draft Date 21/05/2014, Bank Name State Bank of India, BARODA PARK BAISNABGHATA, received on 21/05/2014

( Under Article : B = 32989/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 21/05/2014 )

**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.-75,99,368/-

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 099977, Draft Date 21/05/2014, Bank : State Bank of India, BARODA PARK BAISNABGHATA, received on 21/05/2014

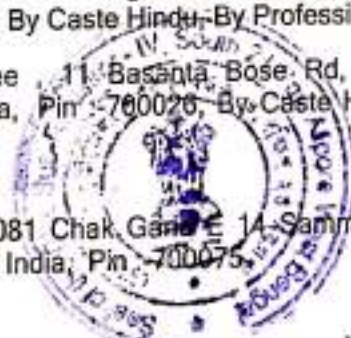
**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 13.50 hrs on :21/05/2014, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Tapash Kumar Ghosh , one of the Claimants.

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

Execution is admitted on 21/05/2014 by

1. Sujoy Kumar Pathak, son of Late Nirmal Ch Pathak , Tm 5/27 Nisikanan Tegharia, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059, By Caste Hindu, By Profession : Others
2. Anandarup Bonnerjee, son of Sunayak Banerjee , 8 Jatin Bagchi Rd, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste Hindu, By Profession : Others
3. Dipankar Banerjee, son of Manabendra Banerjee 11 Basanta Bose Rd, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075, By Caste Hindu, By Profession : Others
4. Anil Chandra Ghosh  
Developer /partner, M/s Rajlakshmi Associates, 2081 Chak Ganga E 14 Sammilani Park P.s Survey Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075, By Profession : Others



*(Signature)*

( 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**

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**Endorsement For Deed Number : I - 03692 of 2014**  
**(Serial No. 03802 of 2014 and Query No. 1604L000008382 of 2014)**

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5. Tapash Kumar Ghosh  
Developer/partner, M/s Rajlakhmi Associates, 2081 Chak Garia E 14 Sammilani Park P.s Survey  
Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075.  
, By Profession : Others

Identified By Suman Kumar Ghosh, son of Ajit Kr Ghosh, E/14 Sammilani Park, District:-South  
24-Parganas, WEST BENGAL, India, Pin :-700075, By Caste: Hindu, By Profession: Business.

( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV



( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV





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

Name: SUJOY KR PATRAK

Signature: Sujoy Kumar Patrak



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

Name: ANANDRUP BONKARDJEE

Signature: Anandrup Bonkardjee



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

Name: DIPANKAR BANERJEE

Signature: Dipankar Banerjee



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

Name: ANIL CHANDRA GHOSH

Signature: Anil Chandra Ghosh





21 MAY 2014



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

Name TAPASH KUMAR GHOSH

Signature *Tapash Ghosh*

	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 .....




*[Handwritten signature]*  
**21 MAY 2014**

**21 MAY 2014**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 20  
Page from 3109 to 3135  
being No 03692 for the year 2014.



  
(Tridip Misra) 26-May-2014  
DISTRICT SUB-REGISTRAR-IV  
Office of the D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal