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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V.C.N-892/16
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Certified that the document is admitted in registration. The signature sheet / sheets and the endorsement sheet / sheets attached with this document's are the part of this document.

Registrar U/S. 7(2)
North 24-Parganas
Berasat
(D.S.P.-I)

12 AUG 2016

16 AUG 2016

JOINT VENTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made this the 12th day of AUGUST, 2016 (TWO THOUSAND AND SIXTEEN) of the Christian Era.

BETWEEN

(1) SHRI AYAN KUMAR SANYAL, PAN NO. BHJPS7088D, Son of Late Rabi Sankar Sanyal, by Occupation - Service, residing at "PRANTIK", 1 No. Kali Temple Road, P.O. & P.S. Nimta, Kolkata - 700 049, Dist - North 24 Parganas, **(2) SMT. SATHI GOSWAMI**, W/o. Shri Nityananda Goswami, D/o. Late Rabi Sankar Sanyal, by Occupation - Housewife, residing at "PRANTIK", 1 No. Kali Temple Road, P.O. & P.S. Nimta, Kolkata - 700 049, Dist - North 24 Parganas, at present residing at Purba Para, Sardeha Colony, P.O. Sardaha, Dist. North

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Main Deed

(3) SMT. ESHITA DAS, Wife of Shri Subir Das, D/o. Late Rabi Sankar Sanyal, by Occupation - Business, residing at "PRANTIK", 1 No. Kali Temple Road, P.O. & P.S. Nimta, Kolkata - 700 049, Dist - North 24 Parganas, at present residing at Panihati Mitra Para, Vivekananda Pally, P.O. - Panihati, Kolkata - 700 114, Dist - North 24 Parganas, **(4) SHRI TAPAS SANYAL**, PAN NO. AIQPS7078G, S/o. Late Nirmal Chandra Sanyal, by Occupation - Retired Person, residing at "PRANTIK", 1 No. Kali Temple Road, P.O. & P.S. Nimta, Kolkata - 700 049, Dist - North 24 Parganas, **(5) SHRI MANAS SANYAL**, PAN NO. ALYPK4633Q, S/o. Late Nirmal Chandra Sanyal, by Occupation - Retired Person, residing at 170, Debinibash Road, Debi Apartment, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, **(6) SMT. ANIMA SANYAL**, Wife of Late Nikhil Ranjan Sanyal, by Occupation - Housewife, residing at "PRANTIK", 1 No. Kali Temple Road, P.O. & P.S. Nimta, Kolkata - 700 049, Dist - North 24 Parganas, **(7) SHRI ATANU SANYAL**, PAN AMFPS6557B, Son of Late Nikhil Ranjan Sanyal, by Occupation - Service, residing at 34/14, U.K. Dutta Road, Dum Dum Cantonment, P.O. - Dum Dum, P.S. Dum Dum, Kolkata - 700 028, Dist - North 24 Parganas, **(8) ARPITA SANYAL**, PAN NO. CTXPS1515E, D/o. Late Nikhil Ranjan Sanyal, by Occupation - Student, residing at "PRANTIK", 1 No. Kali Temple Road, P.O. & P.S. Nimta, Kolkata - 700 049, Dist - North 24 Parganas, hereinafter called and referred to as the **LAND OWNERS** (which terms and/or expression

shall unless excluded by or repugnant to the context or subject or deemed to mean and included their heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART.**

A N D

M/S. KALPATARU CONSTRUCTION, a Partnership Firm incorporated under the Indian Partnership Act, having its place of business at 80, Debinibash Road, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, West Bengal, represented by its Partners **(1) SHRI SUMIT GHOSH**, PAN NO. ADXPG0073B, Son of Late Tarak Nath Ghosh, residing at No. 80, Debinibas Road, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, **(2) SHRI PRASANTA DATTA**, PAN NO. AFMPD0005P, Son of Late Premchandra Dutta, residing at No. 441/2, North Nilachal, Friends Park, P.S. Airport, P.O. Birati, Kolkata - 700 051, Dist - North 24 Parganas, **(3) SHRI TUSHAR KUMAR SIL**, PAN NO. ALPPS7886J, Son of Late Dilip Kumar Sil, residing at 15A, Sarkar Lane, P.O. Barabazar, P.S. Girish Park, Kolkata - 700 007, **(4) SHRI SHIBASISH CHANDRA**, PAN NO. ANEPC4467C, Son of Shri Debprasad Chandra, residing at 62/5, Anjan Garh, P.O. Birati, P.S. Airport, Kolkata - 700 051, Dist - North 24 Parganas, all are by Nationality - Indian, by Faith - Hindu, by Occupation - Business, hereinafter referred to and called as the **DEVELOPERS** (which terms and/or expression shall unless excluded by or repugnant to the context or subject or deemed to mean and included their heirs, executors,

shall unless excluded by or repugnant to the context or subject or deemed to mean and included their heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART.**

A N D

M/S. KALPATARU CONSTRUCTION, a Partnership Firm incorporated under the Indian Partnership Act, having its place of business at 80, Debinibash Road, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, West Bengal, represented by its Partners **(1) SHRI SUMIT GHOSH**, PAN NO. ADXPG0073B, Son of Late Tarak Nath Ghosh, residing at No. 80, Debinibas Road, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, **(2) SHRI PRASANTA DATTA**, PAN NO. AFMPD0005P, Son of Late Premchandra Dutta, residing at No. 441/2, North Nilachal, Friends Park, P.S. Airport, P.O. Birati, Kolkata - 700 051, Dist - North 24 Parganas, **(3) SHRI TUSHAR KUMAR SIL**, PAN NO. ALPPS7886J, Son of Late Dilip Kumar Sil, residing at 15A, Sarkar Lane, P.O. Barabazar, P.S. Girish Park, Kolkata - 700 007, **(4) SHRI SHIBASISH CHANDRA**, PAN NO. ANEPC4467C, Son of Shri Debprasad Chandra, residing at 62/5, Anjan Garh, P.O. Birati, P.S. Airport, Kolkata - 700 051, Dist - North 24 Parganas, all are by Nationality - Indian, by Faith - Hindu, by Occupation - Business, hereinafter referred to and called as the **DEVELOPERS** (which terms and/or expression shall unless excluded by or repugnant to the context or subject or deemed to mean and included their heirs, executors,

administrators, legal representatives and/or assigns) of the **OTHER PART.**

LAND OWNERS and the DEVELOPER collectively Parties and individual party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

1. **Subject : Matter of Development.**
2. **Development Project & Appurtenances :**

PROJECT PROPERTY :

ALL THAT a piece and parcel of Revenue paying Bastu land admeasuring an area of 09 (Nine) Cottahs 01 (One) Chittacks 13 (Thirteen) Sq.ft. be the same a little more or less together with structures lying and situated at Mouza - Uttar Nimta, J.L. No. 2, Re. Su. No. 102, Pargana - Kolkata, Touji No. 63, 163 & 164, comprised in Khatian No. 211, appertaining to Dag No. 2902, within the local limits of North Dum Dum Municipality being Holding No. 1 No. Kali Temple Road, in Ward No. 06 (Old), 26 (New), under P.S. Nimta, Kolkata - 700 049, A.D.S.R.O. Cossipore- Dum Dum, Dist - North 24 Parganas, more fully described in the **FIRST SCHEDULE** hereinafter written.

3. Background, Representations, Warranties and Covenants :

REPRESENTATIONS AND WARRANTIES REGARDING TITLE : The Landowners have made the following representations and given the following warranties to the Developer regarding title.

- a) Whereas one Biraj Mohini Dashi was the absolute Owner of ALL THAT a piece and parcel of Bastu land measuring 15 Decimals be the same a little more or less together with a pucca structures lying and situated under Mouza - Uttarhat, J.L. No. 2, Re.Su. No. 102, Pargana - Kolikata, Touji No. 63, 163, 164, comprised in Khatian No. 211, appertaining to Dag No. 2902, within the local limits of North Dum Dum Municipality, being Holding No. 1 No. Kali Temple Road, in Ward No. 6, under P.S. Dum Dum (Old) Nimta, A.D.S.R.O. Cossipore Dum Dum, Dist - North 24 Parganas.
- b) And Whereas while said Biraj Mohini Dashi seized and possessed the aforesaid property as a rightful Owner, died intestate leaving behind her two sons namely Shri Kalipada Guha and Shri Mohit Kumar Guha as her only legal heirs and successors to inherit her aforesaid property and after demise of said Biraj Mohini Dashi, her aforesaid two sons namely Shri Kalipada Guha and Shri Mohit Kumar Guha obtained the aforesaid property by inheritance as per Hindu Succession Act left by said deceased Biraj Mohini Dashi.

- c) And Whereas said Shri Kalipada Guha while seized and possessed his undivided eight annas share of the aforesaid property died intestate leaving behind his wife Smt. Saila Bala Guha and one son Shri Santosh Kumar Guha as his only legal heirs and successors and after demise of said Kalipada Guha his aforesaid wife and son Smt. Saila Bala Guha and Shri Santosh Kumar Guha obtained the aforesaid undivided eight annas share of the aforesaid property by way of inheritance as per Hindu Succession Act left by said Kalipada Guha.
- d) And Whereas said Shri Mohit Kumar Guha while seized and possessed his undivided eight annas share of the aforesaid property died intestate leaving behind his four sons namely Shri Sisir Kumar Guha, Shri Sanat Kumar Guha, Shri Sunil Kumar Guha and Shri Sukumar Guha as his only legal heirs and successors and after demise of said Mohit Kumar Guha his aforesaid four sons Shri Sisir Kumar Guha, Shri Sanat Kumar Guha, Shri Sunil Kumar Guha and Shri Sukumar Guha obtained undivided 1/4th share each of the aforesaid undivided eight annas share of the aforesaid property by way of inheritance as per Hindu Succession Act left by said Mohit Kumar Guha.
- e) And Whereas said Shri Sukumar Guha while seized and possessed his undivided 1/4th share of undivided eight annas

share of the aforesaid property died intestate leaving behind his only wife Smt. Bela Rani Guha as his only legal heir and successor and after demise of said Sukumar Guha his aforesaid Wife Smt. Bela Rani Guha obtained the said undivided 1/4th share of the undivided eight annas share of the aforesaid property by way of inheritance as per Hindu Succession Act left by said Sukumar Guha.

- f) And Whereas thus while said Smt. Saila Bala Guha, Shri Santosh Kumar Guha, Shri Sisir Kumar Guha, Shri Sanat Kumar Guha, Shri Sunil Kumar Guha and Smt. Bela Rani Guha while seized and possessed of the aforesaid total property, sold and transferred the same to one Smt. Ashalata Devi, W/o. Late Lalit Kumar Chowdhury of Jamshedpur, P.S. Karimpur, Dist - Nadia by virtue of a Registered Deed of Sale being No. 2586 dated 18/06/1952 which was registered at D.R. Alipore and recorded the same in Book No. I, Volume No. 49, Pages from 165 to 171 for the year 1952.
- g) And Whereas said Smt. Ashalata Devi after purchasing the aforesaid total property recorded her name in Revisional Settlements and while she seized and possessed the aforesaid property along with her son Shri Ajit Kumar Chowdhury, said Smt. Ashalata Devi and Shri Ajit Kumar Chowdhury gifted and transferred the total property to her daughter as well as his sister

Smt. Pritilata Devi, W/o. Shri Nirmal Chandra Sanyal of Badur Road, under P.S. Nimta, by virtue of a Registered Deed of Gift being No. 240 dated 12/01/1956 which was registered at S.R.O. Cossipore Dum Dum and recorded the same in Book No. I, Volume No. 19, Pages from 18 to 22 for the year 1956.

- h) And Whereas said Smt. Pritilata Devi while seized and possessed her aforesaid sixteen annas property died intestate on 28/01/1981 leaving behind his four sons namely Shri Nikhil Ranjan Sanyan, Shri Tapas Kumar Sanyal, Shri Rabi Sankar Sanyal and Shri Manas Sanyal and three daughters namely Smt. Purabi Mitra, Smt. Suravi Chakraborty and Smt. Bharati Mitra as her only legal heirs and successors and after demise of said Pritilata Devi her aforesaid four sons and three daughters namely Shri Nikhil Ranjan Sanyan, Shri Tapas Kumar Sanyal, Shri Rabi Sankar Sanyal, Shri Manas Sanyal, Smt. Purabi Mitra, Smt. Suravi Chakraborty and Smt. Bharati Mitra obtained undivided $1/7$ th share each of the aforesaid total property by way of inheritance as per Hindu Succession Act left by said Pritilata Devi.
- i) And Whereas said Smt. Purabi Mitra, Smt. Suravi Chakraborty and Smt. Bharati Mitra after obtaining the aforesaid $3/7$ th share of the aforesaid total property by way of inheritance from their deceased mother Pritilata Devi, while seized and possessed the

same, gifted and transferred the said undivided 3/7th share of the aforesaid total property i.e. 03 Cottahs 14 Chittacks 12 Sq.ft. to their said four brothers namely Shri Nikhil Ranjan Sanyal, Shri Tapas Kumar Sanyal, Shri Rabi Sankar Sanyal and Shri Manas Sanyal by virtue of a Registered Deed of Gift being No. 5102 dated 26/10/1990 which was registered at A.D.S.R.O. Cossipore Dum Dum and recorded in Book No. I for the year 1990.

- j) And Whereas thus said Shri Nikhil Ranjan Sanyal, Shri Tapas Kumar Sanyal, Shri Rabi Sankar Sanyal and Shri Manas Sanyal become the absolute Owners of the total landed property measuring 15 Decimals i.e. 09 Cottahs 01 Chittacks 13 Sq.ft. be the same a little more or less together with a Pucca Structure standing thereon lying and situated under Mouza - Uttar Nimta, J.L. No. 2, Re.Su. No. 102, Pargana - Kolikata, Touji No. 63, 163 & 164, comprised in Khatian No. 211, appertaining to Dag No. 2902, within the local limits of North Dum Dum Municipality, being Holding No. 1 No. Kali Temple Road, in Ward No. 6 (Old), 26 (new), under P.S. Nimta, A.D.S.R.O. Cossipore Dum Dum, Dist - North 24 Parganas by virtue of inheritance as per Hindu Succession Act left by their deceased mother Pritilata Devi and by virtue of a Registered Deed of Gift being No. 5102 for the year 1990.

- k) And Whereas while said Shri Nikhil Ranjan Sanyal, Shri Tapas Kumar Sanyal, Shri Rabi Sankar Sanyal and Shri Manas Sanyal seized and possessed their aforesaid total property jointly, for their better use and enjoyment in respect of their own respective share of the aforesaid property, they amicably partitioned the aforesaid property by virtue of a Registered Partition Deed being No. 902 dated 22/02/1991 which was registered at A.D.S.R.O. Cossipore Dum Dum and recorded the same in Book No. 1, Volume No. 21, Pages from 15 to 34 for the year 1991.
- l) And Whereas by virtue of aforesaid Registered Partition Deed being No. 902 for the year 1991, said Shri Nikhil Ranjan Sanyal obtained the landed property measuring 02 Cottahs 29 Sq.ft. including 4' ft. Wide Common Passage together with part of the structures in **Block - A** which is marked as **RED bordered** out of the total property. **Said Shri Tapas Kumar Sanyal, the Land Owner No. 4** herein obtained the landed property measuring 01 Cottah 14 Chittacks 16 Sq.ft. including 4' ft. Wide Common Passage together with the part of the structures in **Block - C**, which is marked as **BLUE bordered** out of the total property. Said Shri Rabi Sankar Sanyal obtained the landed property measuring 02 Cottahs 01 Sq.ft. together with the part of the structures together with right to use and enjoy the 12' ft. Wide Common Passage in **Block - D**, which is marked as **YELLOW**

bordered out of the total property and Said **Shri Manas Sanyal, the Land Owner No. 5** herein obtained the landed property measuring 02 Cottahs 29 Sq.ft. including 4' ft. Wide Common Passage together with the part of the structures in **Block - B**, which is marked as **GREEN bordered** out of the total property.

- m) And Whereas while said Shri Rabi Sankar Sanyal after obtaining the aforesaid landed property by virtue of aforesaid Registered Partition Deed being No. 902 for the year 1991, died intestate on 15/10/2003 leaving behind his one son Shri Ayan Kumar Sanyal, the Land Owner No. 1 herein and two daughters namely Smt. Sathi Goswami, the Land Owner No. 2 herein and Smt. Eshita Das, the Land Owner No. 3 herein as his only legal heirs and successors to inherit his aforesaid property and after demise of said Rabi Sankar Sanyal his aforesaid son and daughters namely **Shri Ayan Kumar Sanyal, the Land Owner No. 1** herein, **Smt. Sathi Goswami, the Land Owner No. 2** herein and **Smt. Eshita Das, the Land Owner No. 3** herein obtained the aforesaid landed property measuring 02 Cottahs 01 Sq.ft. together with the part of the structures together with right to use and enjoy the 12' ft. Wide Common Passage in **Block - D**, out of the total landed property by virtue of inheritance as per Hindu Succession Act left by their deceased father Rabi Sankar Sanyal.

- n) And Whereas while said Shri Nikhil Ranjan Sanyal after obtaining the aforesaid landed property by virtue of aforesaid Registered Partition Deed being No. 902 for the year 1991, died intestate on 10/01/2009 leaving behind his Wife Smt. Anima Sanyal, the Land Owner No. 6 herein and one son Shri Atanu Sanyal, the Land Owner No. 7 herein and one daughter Arpita Sanyal, the Land Owner No. 8 herein as his only legal heirs and successors to inherit his aforesaid property and after demise of said Nikhil Ranjan Sanyal his aforesaid wife, son and daughter namely **Smt. Anima Sanyal, the Land Owner No. 6** herein, **Shri Atanu Sanyal, the Land Owner No. 7** herein and **Arpita Sanyal, the Land Owner No. 8** herein obtained the aforesaid landed property measuring 02 Cottahs 29 Sq.ft. including 4' ft. Wide Common Passage together with part of the structures in **Block - A**, out of the total landed property by virtue of inheritance as per Hindu Succession Act left by their deceased husband and father Nikhil Ranjan Sanyal.
- o) And Whereas thus aforesaid manner said **Shri Ayan Kumar Sanyal, the Land Owner No. 1** herein, **Smt. Sathi Goswami, the Land Owner No. 2** herein and **Smt. Eshita Das, the Land Owner No. 3** herein, **Shri Tapas Kumar Sanyal, the Land Owner No. 4** herein, **Shri Manas Sanyal, the Land Owner No. 5** herein, **Smt. Anima Sanyal, the Land Owner No. 6** herein, **Shri**

Atanu Sanyal, the Land Owner No. 7 herein and **Arpita Sanyal, the Land Owner No. 8** herein jointly become the absolute Owners of the total landed property measuring **15 Decimals i.e. 09 Cottahs 01 Chittacks 13 Sq.ft. be the same a little more or less** together with a Pucca Structure standing thereon lying and situated under Mouza - Uttar Nimta, J.L. No. 2, Re.Su. No. 102, Pargana - Kolikata, Touji No. 63, 163 & 164, comprised in Khatian No. 211, appertaining to Dag No. 2902, within the local limits of North Dum Dum Municipality, being Holding No. 1 No. Kali Temple Road, in Ward No. 6 (Old), 26 (new), under P.S. Nimta, A.D.S.R.O. Cossipore Dum Dum, Dist - North 24 Parganas, which is more fully and particularly described in the Schedule herein below and they mutated and recorded their names in the Office Records of North Dum Dum Municipality and paying respective rents and taxes regularly before the authority concerned and seize and possess of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corner together with rights to sell, convey and / or transfer the same to others as they shall think fit and proper.

4. **Absolute Sole Ownership of SHRI AYAN KUMAR SANYAL, SMT. SATHI GOSWAMI, SMT. ESHITA DAS, SHRI TAPAS KUMAR SANYAL, SHRI MANAS SANYAL, SMT. ANIMA SANYAL, SHRI**

ATANU SANYAL AND ARPITA SANYAL : Thus on the basis of by way of inheritance, by virtue of aforesaid Registered Deed of Gift being No. 5102 for the year 1990, by virtue of aforesaid Registered Deed of Partition being No. 902 for the year 1991, said **SHRI AYAN KUMAR SANYAL, SMT. SATHI GOSWAMI, SMT. ESHITA DAS, SHRI TAPAS KUMAR SANYAL, SHRI MANAS SANYAL, SMT. ANIMA SANYAL, SHRI ATANU SANYAL AND ARPITA SANYAL**, Present Owners herein became the absolute Owners of **ALL THAT** a piece and parcel of Revenue paying Bastu land admeasuring **15 Decimals i.e. 09 Cottahs 01 Chittacks 13 Sq.ft. be the same a little more or less** together with a Pucca Structure standing thereon lying and situated under Mouza - Uttar Nimta, J.L. No. 2, Re.Su. No. 102, Pargana - Kolikata, Touji No. 63, 163 & 164, comprised in Khatian No. 211, appertaining to Dag No. 2902, within the local limits of North Dum Dum Municipality, being Holding No. 1 No. Kali Temple Road, in Ward No. 6 (Old), 26 (new), under P.S. Nimta, A.D.S.R.O. Cossipore Dum Dum, Dist - North 24 Parganas more fully described in the **FIRST SCHEDULE** hereinafter written.

5. **Record by SHRI AYAN KUMAR SANYAL, SMT. SATHI GOSWAMI, SMT. ESHITA DAS, SHRI TAPAS KUMAR SANYAL, SHRI MANAS SANYAL, SMT. ANIMA SANYAL, SHRI ATANU SANYAL AND ARPITA SANYAL** : In the record of the concerned North Dum Dum Municipality the said Land Owners mutated and recorded their

names having Holding No. 1, No. Kali Temple Road, in Ward No. 06 (Old), 26 (New), under P.S. Nimta, A.D.S.R.O. Cossipore Dum Dum, Dist - North 24 Parganas, Kolkata - 700 051, in respect of aforesaid plot of land.

6. **Desire of Development of the Land & Acceptance** : The said **SHRI AYAN KUMAR SANYAL, SMT. SATHI GOSWAMI, SMT. ESHITA DAS, SHRI TAPAS KUMAR SANYAL, SHRI MANAS SANYAL, SMT. ANIMA SANYAL, SHRI ATANU SANYAL AND ARPITA SANYAL,** Landowners herein express their desire to develop the aforesaid plot of land measuring **15 Decimals i.e. 09 Cottahs 01 Chittacks 13 Sq.ft. be the same a little more or less** by constructing a multi storied building thereon, and the present Developer herein accepted the said proposal and the present owners have decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and, explicitly in the **FIRST SCHEDULE** hereunder written.
7. **Registered Power of Attorney** : For the smooth running of the said project, the said Landowners, **SHRI AYAN KUMAR SANYAL, SMT. SATHI GOSWAMI, SMT. ESHITA DAS, SHRI TAPAS KUMAR SANYAL, SHRI MANAS SANYAL, SMT. ANIMA SANYAL, SHRI ATANU SANYAL AND ARPITA SANYAL** agreed to execute a registered Power of Attorney, by which the Landowners herein have

appointed and nominated present Developer herein as their Constituted Attorneys, to act on behalf of the Landowners.

8. DEFINITION :

I) **LAND OWNERS** : shall mean **(1) SHRI AYAN KUMAR SANYAL**, Son of Late Rabi Sankar Sanyal, **(2) SMT. SATHI GOSWAMI**, W/o. Shri Nityananda Goswami, D/o. Late Rabi Sankar Sanyal, **(3) SMT. ESHITA DAS**, Wife of Shri Subir Das, D/o. Late Rabi Sankar Sanyal, **(4) SHRI TAPAS SANYAL**, S/o. Late Nirmal Chandra Sanyal, **(5) SHRI MANAS SANYAL**, S/o. Late Nirmal Chandra Sanyal, **(6) SMT. ANIMA SANYAL**, Wife of Late Nikhil Ranjan Sanyal, **(7) SHRI ATANU SANYAL**, Son of Late Nikhil Ranjan Sanyal, **(8) ARPITA SANYAL**, D/o. Late Nikhil Ranjan Sanyal and their legal heirs, executors, administrators and assigns and legal representatives.

II) **DEVELOPER** : shall Mean **M/S. KALPATARU CONSTRUCTION**, a Partnership Firm incorporated under the Indian Partnership Act, having its place of business at 80, Debinibash Road, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, West Bengal, represented by its Partners **(1) SHRI SUMIT GHOSH**, PAN NO. ADXPG0073B, Son of Late Tarak Nath Ghosh, **(2) SHRI PRASANTA DATTA**, PAN NO. AFMPD0005P, Son of Late Premchandra Dutta, **(3) SHRI**

TUSHAR KUMAR SIL, PAN NO. ALPPS7886J, Son of Late Dilip Kumar Sil, (4) SHRI SHIBASISH CHANDRA, PAN NO. ANEPC4467C, Son of Shri Debrasad Chandra, and its legal representatives, executors, Office administrators, office-successors-in-interest and assigns.

- III) **PREMISES** : shall mean the official identity of the collective form or the said land with one or more building collectively.
- IV) **BUILDING** : shall mean multi storied building or buildings as shall be constructed in finished and habitable condition by the Developer conforming to the sanctioned Plan or Revised Plan to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality and the said land described in the first schedule hereunder only and/or the said amalgamated land as stated herein above.
- V) **COMMON FACILITIES & AMENITIES** : Shall mean entrance of the building, stair, staircase, lift, lift room, overhead water tank, water pump and motor and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- VI) **SALEABLE SPACE** : Shall mean the space within the building, which is to be available as an unit / flat for independent use

and occupation in respect of Land Owner's Allocation & Developer's Allocation as mentioned in this Agreement.

- VII) LANDOWNERS' ALLOCATION** : Shall mean the consideration in the form and nature of Landowners' Allocation against the project by the Landowners more fully described in **SECOND SCHEDULE** hereunder written Together With proportionate share in the land and the proposed building and together with proportionate undivided share in common facilities and amenities.
- VIII) DEVELOPER'S ALLOCATION** : Shall mean all the remaining area of the proposed multi storied building excluding Landowners' Allocation including the proportionate undivided share of common facilities, common parts and common amenities of the building, which is morefully described in **THIRD SCHEDULE** written herein below.
- IX) ARCHITECT / ENGINEER** : Shall mean such person or persons being appointed by the Developer.
- X) TRANSFER** : With its grammatical variations shall include possession under an Agreement or Part performance of a Contract and by any other means and also as defined u/s. 2(47)(f) to (vi), 269VA(a), f(i)&(ii) of the Income-tax Act, 1961

although the same may not amount to a transfer within the meaning of Transfer of Property Act, 1882.

- XI) TRANSFeree** : shall mean a person, Firm, Limited Company, Association of persons or body of individuals to whom any space in the Building has been transferred. (n) Words importing singular shall include plural and vice versa.
- XII) BUILDING PLAN** : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the North Dum Dum Municipality in the name of the Landowners for construction of the building, including its modification and amenities and alterations.
- XIII) BUILT UP AREA (FOR ANY INDIVIDUAL UNIT)** : Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.
- XIV) SUPER BUILT UP AREA (FOR ANY INDIVIDUAL UNIT)** : Here super built up area means the total covered area plus service area.
- XV) ADVOCATE** : Shall mean Shri Sourish Kumar Biswas, practicing Advocate at Judges' Court, Barasat, North 24

Parganas having his residence at Udayan Apartment, Flat No. 3C, Block - II, 246/12, R.B.C. Road, Kolkata - 700 028.

9. **LANDOWNERS' RIGHT & REPRESENTATION :**

- i. **Indemnification regarding Possession & Delivery :** The Landowners are now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property.
- ii. **Free From Encumbrance :** The Landowners also indemnifies that the project property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

10. **DEVELOPER'S RIGHTS :**

- i. **Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under these agreement.
- ii. **Right of Construction :** The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the project property.

- iii. **Construction Cost** : The Developer shall carry total construction work and Completion Certificate of the present building at his own costs and expenses. No liability on account of construction cost and completion certificate will be charged from Landowners' Allocation.
- iv. The Developer shall be entitled to the entirety of the debris of the existing structures at the said premises exclusively and shall at his own cost and expenses demolish and use or sale the same as per his own requirements.
- v. **Sale Proceeds of Developer's Allocation** : The Developer will take the sale proceeds of Developer's Allocation exclusively.
- vi. **Booking & Agreement for Sale** .: Booking from Intending Purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending Purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holder. All the Sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in his own names but without creating any liability on the Landowners.

- vii. **Selling Rate** : The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
 - viii. **Profit & Loss** : The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation.
 - ix. **Possession to the Landowners** : On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation together with all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
 - x. **Possession to the intending purchaser** : On completion of the project, the Developer will hand over possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holder of the Landowners.
 - xi. **Deed of Conveyance** : The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holder of the Landowners.
11. **CONSIDERATION** :

i. **Permission against Consideration** : The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation described in the **SECOND SCHEDULE** hereunder written to the Developer.

12. DEALING OF SPACE IN THE BUILDING :

i. **Exclusive Power of Dealings of Landowners** : The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.

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

13. POWER AND PROCEDURE :

We, **(1) SHRI AYAN KUMAR SANYAL**, Son of Late Rabi Sankar Sanyal, **(2) SMT. SATHI GOSWAMI**, W/o. Shri Nityananda Goswami, D/o. Late Rabi Sankar Sanyal, **(3) SMT. ESHITA DAS**, Wife of Shri Subir Das, D/o. Late Rabi Sankar Sanyal, **(4) SHRI**

TAPAS SANYAL, S/o. Late Nirmal Chandra Sanyal, **(5) SHRI**
MANAS SANYAL, S/o. Late Nirmal Chandra Sanyal, **(6) SMT.**
ANIMA SANYAL, Wife of Late Nikhil Ranjan Sanyal, **(7) SHRI**
ATANU SANYAL, Son of Late Nikhil Ranjan Sanyal, **(8) ARPITA**
SANYAL, D/o. Late Nikhil Ranjan Sanyal, the Landowners /
 Executants / Principals herein, are executing this present
 Registered Power of Attorney irrevocable (upto the period of
 completion of the project in writing and upto the completion of
 sales of the Developer's allocation) in favour of the Developer /
 Promoter including power of preparing and executing and signing
 and also presenting for registration of Deed of Conveyance for
 Developer's Allocation, and for this purpose, we are hereby
 appointing, nominating and constituting **(1) SHRI SUMIT GHOSH**,
 Son of Late Tarak Nath Ghosh, residing at No. 80, Debinibas Road,
 P.S. Dum Dum, Kolkata - 700 074, Dist. - North 24 Parganas,
(2) SHRI PRASANTA DATTA, Son of Late Premchandra Dutta,
 residing at No. 441/2, North Nilachal, Friends Park, P.S.
 Airport, P.O. Nilachal, Kolkata - 700 134, Dist - North 24
 Parganas, **(3) SHRI TUSHAR KUMAR SIL**, Son of Late Dilip
 Kumar Sil, residing at 15A, Sarkar Lane, P.S. Girish Park,
 Kolkata - 700 007, **(4) SHRI SHIBASISH CHANDRA**, Son of Shri
 Debprasad Chandra, residing at 62/5, Anjan Garh, P.O. Birati,
 P.S. Airport, Kolkata - 700 051, Dist - North 24 Parganas, all are

by Nationality - Indian, by Faith - Hindu, by Occupation - Business, all the Partners of **KALPATARU CONSTRUCTION**, a Partnership Firm incorporated under the Partnership Act, having its Office at No. 80, Debinibas Road, P.S. Dum Dum, Kolkata - 700 074, Dist - North 24 Parganas, West Bengal, the Developer herein as our constituted Attorneys, to do, act and represent ourselves in our names and on our behalf, as follows :

- a) To appear and represent before the authorities of North Dum Dum Municipality, W.B.S.E.D.C.L. / C.E.S.C. Ltd., B.L. & L.R.O., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Kolkata, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this Registered Agreement for Development for allotment/registration and sale of flats, garage spaces **of Developer's** Allocation.
- b) To apply, sign, obtain building plan, electricity, Gas, Water, Sewerage, orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and

take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Attorney may think fit and proper.

- c) To manage and maintain the said premises including the building/s to be constructed thereon.
- d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of the said premises before North Dum Dum Municipality or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- e) To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names.
- f) To enter into any Agreement for Sale, Memorandum of Understanding, Deed of Conveyance and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developer's

Allocation in the said new building/s in favour of the intending purchaser/s in terms of the Registered Agreement for Development. To take finance/loan in his name or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/ flats/garages from Developer's Allocation and to sign in the papers and documents for the said purpose on our behalf. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance, and / or any other instruments and documents in respect of sale of flats/s, units and / or car parking spaces in the said new building/s in favour of the intending purchaser/s relating to Developer's Allocation as per Registered Agreement for Development.

- g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s as our lawful representatives.
- h) To do all the needful according to the condition mentioned in the Registered Agreement for Development regarding

negotiation, agreement / contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.

- i) To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in the aforesaid Agreement for Development, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in our said premises.
- j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our said premises or any part or portion thereof.
- k) To sign, declare and / or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vokatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in any way connected therewith, arising out of the agreements and relating to the construction to be made in the premises.

- l) That our Attorney will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers according to the condition mentioned in the aforesaid Registered Agreement for Development on behalf of us.
- m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises as per the condition mentioned in the said Registered Development Agreement.
- n) The Attorney will do the aforesaid acts, deeds and things regarding development of the aforesaid land mentioned in the schedule of the said Registered Agreement for Development.

14. NEW BUILDING :

- i. Completion** of Project; The Developer shall at its own costs construct and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- ii. Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and

expenses, pump, water-storage tank, overhead reservoir, lift, electrification, permanent electric connection from the W.B.S.E.D.C. LTD. / C.E.S.C. Ltd., and until permanent electric connection will be obtained, temporary electric connection shall be provided in all residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon, subject to the payment of expenses by the interested persons to the Developer.

- iii. **Architect Fees etc.** : All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context.
- iv. **Municipal Tax & Other Taxes of the Property** : The Landowners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay / will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.

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

15. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS:

- i) **Delivery of Possession** : As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to that effect.
- ii) **Payment of Municipal Taxes** : Within 15 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation.
- iii) **Share of Common Expenses & Amenities** : As and from the date of delivery of possession to be received, the Landowners

shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the maintenance charges for the common facilities in the new building-payable in respect of the Landowners' Allocation.

16. COMMON RESTRICTION :

- i) Restriction of Landowners and Developer in common :** The Landowners' Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
- a)** Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
 - b)** Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the prior consent of the other and/or Flat Owners' Association in this behalf.
 - c)** Both parties shall abide by all laws, byclaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be

responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.

- d)** The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and /or the occupation of the building indemnified from and against the consequence of any breach.
- e)** No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- f)** Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- g)** The Landowners shall permit the Developer and his servants and agents with or without workman and other at all

reasonable times to enter into and upon their Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNERS' OBLIGATION :

No Interference :

The Landowners hereby agree and covenant with the Developer :

Not to cause any illegal, immoral, unjust, interference or hindrance in the construction of the building by the Developer.

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

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

18. DEVELOPER'S OBLIGATION :

i) Time Schedule of Handing Over Landowners' Allocation :

The Developer hereby agree and covenant with the Landowners to handover Landowners' Allocation (more fully

described in the **SECOND SCHEDULE** hereunder written) within **24 (Twenty four) months** from the date of obtaining of sanctioned plan. The Landowners also permits the Developer a grace period of **06 (Six) months** more to handover the Landowners' Allocation as described in the **SECOND SCHEDULE** hereunder written.

- ii) The Developer shall also provide rent of accommodation to the Land Owner No. 1 Shri Ayan Kumar Sanyal, Land Owner No. 4 Shri Tapas Sanyal & Land Owner No. 6 Smt. Anima Sanyal during the construction period i.e. from the date of vacation of the said Premises to till the date of handing over the possession of Owners' Allocation subject to negotiation between both the parties, subject to maximum of Rs. 6,000/- (Rupees Six thousand) only each owner per month without any default during the course of vacation to possession.

- iii) **No Violation :** The Developer hereby agree and covenant with the Landowners :

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

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

19. LANDOWNERS' INDEMNITY :

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

20. DEVELOPER'S INDEMNITY :

The Developer hereby undertakes to keep the Landowners :

Indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

21. MISCELLANEOUS :

- i. Contract Not Partnership :** The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constituted as a partnership between the Landowners and the Developer in any

19. **LANDOWNERS' INDEMNITY :**

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

20. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowners :

Indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

21. **MISCELLANEOUS :**

- i. **Contract Not Partnership :** The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constituted as a partnership between the Landowners and the Developer in any

manner nor shall the parties hereto be constituted as association of persons.

- ii. **Not specified Premises** : It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things without any deviation of the main objectives of the agreement as and when required and the Landowners shall execute any such additional power of attorney and / or authorization as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.
- iii. **Not Responsible** : The Landowners shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make

payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

- iv. **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- v. **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agrees to abide by all the rules and regulations to be framed by any society / association / holding organization and / or any other organization, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given the consent to abide by such rules and regulations.
- vi. **Name of the Building :** The name of the building shall be "PRANTIK".

- vii. Right to borrow fund :** The Developer shall be entitled to borrow money at his own risk and responsibility from any bank or banks or any financial institution without creating any financial liability to the Landowners or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the Developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- viii. Documentation :** The Landowners delivered all the Xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owners will bound to produce documents in original before any competent authority for inspection and it will be returned to the Landowners after verification.

22. FORCE MAJEURE :

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

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

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

23. DISPUTES:

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

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

Place : The place of arbitration shall be Kolkata only.

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

The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. JURISDICTION :

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

THE SCHEDULE ABOVE REFERRED TO
(THE LAND / SAID PREMISES)

ALL THAT a piece and parcel of Revenue paying Bastu land admeasuring **15 Decimals i.e. 09 Cottahs 01 Chittacks 13 Sq.ft. be the same a little more or less** together with a Pucca Structure standing thereon lying and situated under Mouza - Uttar Nimta, J.L. No. 2, Re.Su. No. 102, Pargana - Kolikata, Touji No. 63, 163 & 164, comprised in Khatian No. 211, appertaining to Dag No. 2902, within the local limits of North Dum Dum Municipality, being Holding No. 1 No. Kali Temple Road, in Ward No. 6 (Old), 26 (new), under P.S. Nimta, Kolkata - 700 049, A.D.S.R.O. Cossipore Dum Dum, Dist - North 24 Parganas, which is butted and bounded by as follows :-

ON THE NORTH :- Land and house of Krishnadhar Chakraborty;

ON THE SOUTH :- 18' ft wide Kali Temple Road;

ON THE EAST :- Land and house of Manindra Lal Mukherjee;

ON THE WEST :- Land of Jyotish Chandra Basak;

THE SECOND SCHEDULE ABOVE REFERRED TO

LAND OWNERS' ALLOCATION : The Landowners hereto in consideration of allowing the Developer to develop the said premises as stated in the **FIRST SCHEDULE** herein above by raising the construction of a multi storied building and over and above from the said Multi-Storied building, the Land Owners will be entitled to get **40% of the constructed area as per building sanctioned plan** as their **Land Owners' allocation** in the manner as follows :-

The Landowners' Allocation will be allotted as follows :-

1. The Landowners will get 40% of the new proposed Multi-Storied building as per sanctioned plan and the Flats will be allotted as follows :-

- | | | |
|-----------------------------|---|--|
| 1) Ayan Kumar Sanyal | : | i) One Flat measuring 400 Sq.ft. |
| S/o. Lt. Rabi Sankar Sanyal | | M/L Covered Area (including proportionate stair area) on SECOND FLOOR AT BACK SIDE. |
| 2) Sathi Goswami | | |
| 3) Eshita Das | | |
| Both are : | | ii) One Flat measuring 625 Sq.ft. M/L Covered Area (including Proportionate Stair area) on TOP FLOOR AT BACK SIDE. |
| D/o. Lt. Rabi Sankar Sanyal | | |
| 4) Tapas Kumar Sanyal | : | One Flat measuring 900 Sq.ft. |
| S/o. Late Nirmal Ch. Sanyal | | M/L Covered area (including |

- proportionate stair area) on
**FIRST FLOOR AT MIDDLE
 PORTION and One Garage**
 measuring 125 Sq.ft. (including
 proportionate stair area) on
GROUND FLOOR.
- 5) Manas Sanyal : One Flat measuring 900 Sq.ft.
 S/o. Late Nirmal Ch. Sanyal M/L Covered area (including
 proportionate stair area) on
**SECOND FLOOR AT MIDDLE
 PORTION and One Garage**
 measuring 125 Sq.ft. (including
 proportionate stair area) on
GROUND FLOOR.
- 6) Smt. Anima Sanyal : One Flat measuring 900 Sq.ft.
 W/o. Lt. Nikhil Ranjan Sanyal M/L Covered area (including
 proportionate stair area) on
**SECOND FLOOR AT FRONT
 PORTION and One Garage** 125
 Sq.ft. (including proportionate
 Stair area) on **GROUND FLOOR.**
- 7) Atanu Sanyal
 S/o. Lt. Nikhil Ranjan Sanyal
- 8) Arpita Sanyal
 D/o. Lt. Nikhil Ranjan Sanyal

Together with undivided proportionate share of land and all other common areas, facilities and common amenities and common expenses of the said proposed Multi-Storied building.

N.B. : The above measurement shall be altered subject to the actual sanctioned area of the approved building sanctioned plan.

(a) That the additional Development charges for the extra floor the Land Owners will bear 40% and the Developer will bear 60% of the total additional Development charges.

(b) Similarly the installation charges of the Transformers will be borne 40% by the Land Owners and 60% by the Developer.

(c) If any of the Land Owners fails to pay the additional Development Charges and installation charges of the Transformers then their allocation will be adjusted proportionately.

2. Later on, after preparation of the Floor Plan, the flats will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats within the purview of the Landowner's Allocation.
3. The existing building will be demolished by the Developer and sale proceeds of its residuals will be taken by the Developer.

4. It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the multi storied building/s, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the developer.
5. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

DEVELOPER'S ALLOCATION: Shall mean all the remaining portion of the entire buildings i.e. 60% of the Constructed area as per building sanctioned plan (excluding Landowner's Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer after providing the Landowner's Allocation as aforesaid and together with the absolute right on the part of the developer to enter into agreement for sale with intending purchaser / purchasers, by and mode of Transfer of Property Act or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[GENERAL SPECIFICATION]

- 1) **FOUNDATION** : R.C.C. isolated and combined footings with tie Beam.
- 2) **STRUCTURE** : R.C.C. framed structure as per approved design with relevant I.S. Standards Steel and Cement.
- 3) **WALLS** : 200 MM, 125 MM 1ST Class Brick work with Cement Mortar of 1:6 ratio.
- 4) **DOORS** : Wooden Frame (Chaukat) with 55 mm X 80 mm (approx.) Sal battens. The shutters shall be 25 mm thick Flush Doors & Main Door is 32 mm Flush Doors.
- 5) **WINDOWS** : Aluminium sliding windows with M.S. Grill, Balcony Grill, Stair Railing.
- 6) **FINISHES** : Internal and External walls & Ceilings will be finished with Cement Plaster with cement mortar of 1:4 ratio.

Toilet Walls : Glazed Ceramic Tiles upto 1.8 Mtr. from floor.

Kitchen Walls : Glazed Ceramic Tiles above table Top upto a height of 0.45 Mtr..

7) **FLOORING** :

Stair - Marble finish, Toilets - Marble Flooring,

Kitchen - Slab - Marble, Floor - Marble.

Rest of Flat : Finished with Floor Tiles / Marble Finish.

- 8) **ELECTRICALS** : Conductor : Multicore copper conductor of ISI Mark. Switches - ISI mark range. Cable T.V. outlet (without cable).
- 9) **PLUMBING** : Pipes - Internal conceal pipe is CPVC. External pipe line - PVC. Fittings - CP Finish (ISI Marked).
- 10) **SANITARY WARE** : White Commode, ISI Mark.
- 11) **PAINTING** :
- External Walls** : ACYRALIC paint - Good Brand - 2 Coats.
- Internal Walls** : Plaster of Paris only.
- Doors** : Wood Primer and 2 coats of Synthetic Enamel.
- Windows & Grill** : Metal Primer and 2 coats of Synthetic Enamel.
- General** : All Toilet will be provided with Commode
One Toilet will have Hot & Cold Water connection provision.
There will be only one Wash Basin in the Dining Space or in the Toilet.
- 12) **WATER CONNECTION** : Common Pump (for all flats) with overhead Water Tank.
- 13) **NOTE** : For all extra item of works other than stated above will be charged extra and in such case 50% of the charges will have to be paid in advance.

IN WITNESS WHEREOF the PARTIES above named hereunto have set and subscribed their respective hands, seal and signatures on the day, month and year as first mentioned hereinabove in the presence of the following witnesses :-

Witnesses :-

- | | |
|--|-----------------------|
| 1) Piyali Sanjal
w/o Ayan Kumar Sanjal
Nimta Kali temple road
Kod - 49 P.B - Nimda | 1) Ayan Kumar Sanjal |
| 2) Anil Kumar Sanjal
310 - Tapas Kumar Sanjal
'Prantik', Nimta Kali temple
Road, P.O.P.S. Nimda
Kolkata - 700049 | 2) Sathi Goswami |
| | 3) Ekshita Das |
| | 4) Anjan Kumar Sanjal |
| | 5) _____ |
| | 6) Anirban Sanjal |
| | 7) Atanu Sanjal |
| | 8) Anupriya Sanjal |

Drafted and prepared by :-

Seemant Kr. Biswas

(Shri Sourish Kr. Biswas)
Advocate,

Enrolment No. *WB/105/2006*
Judges' Court, Barasat,
Dist - North 24 Parganas,
Kolkata - 700 124

Computer type by :-

Rana Dey

(Rana Dey, Barasat)

SIGNATURE OF THE LAND OWNERS

M/S. KALPATARU CONSTRUCTION

Seemant Ghosh
Partner

M/S. KALPATARU CONSTRUCTION

Prasanta Datta
Tapan Kumar
Partner

M/S. KALPATARU CONSTRUCTION

Shibasish Chandra

Partner

SIGNATURE OF THE DEVELOPER

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

GRN: 19-201617-001849566-1

GRN Date: 11/08/2016 15:48:04

BRN: 7440251

Payment Mode Online Payment

Bank: UCO Bank

BRN Date: 11/08/2016 16:02:18

DEPOSITOR'S DETAILS

Id No.: 15011000304476/7/2016

[Query No./Query Year]

Name: SOURISH KR BISWAS

Contact No.:

E-mail:

Address:

BARASAT,

Applicant Name: Mr SOURISH KR BISWAS

Office Name:

Office Address:

Status of Depositor: Advocate

Mobile No.: +91 9433270810

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 7

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15011000304476/7/2016	Property Registration- Registration Fees	0030-03-104-001-16	11
2	15011000304476/7/2016	Property Registration- Stamp duty	0030-02-103-003-02	10000
In Words: Rupees Ten Thousand Eleven only			Total	10011

E-payment Received

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name : AYAN KUMAR SANYAL

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Ayan Kumar Sanyal

ডান হাত

Ayan Kumar Sanyal
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name :

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Sathi Goswami

All the above fingerprints are of the above named person and attested by the said person.

Sathi Goswami
Signature of the Presentant

(3) Name :

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Eshita Das

Eshita Das
Signature of the Presentant

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name : TAPAS SANYAL











LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  ডান হাত
					
THUMB	FORE	MID	RING	LITTLE	
					

Tapas Sanyal

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name : MANAS SANYAL

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  ডান হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

Manas Sanyal

All the above fingerprints are of the above named person and attested by the said person.

Signature of the Presentant

(3) Name : ANIMA SANYAL



LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  ডান হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

Anima Sanyal

Signature of the Presentant

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name : ATANU SANYAL

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	 <i>Atanu Sanyal</i>
					

Atanu Sanyal

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name : ARPITA SANYAL


LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	 <i>Arpita Sanyal</i>
					

All the above fingerprints are of the above named person and attested by the said person.

Arpita Sanyal

Signature of the Presentant

(3) Name : Sumit Ghosh

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	 <i>Sumit Ghosh</i>
					

Sumit Ghosh

Signature of the Presentant

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name: Prasanta Datta

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Prasanta Datta

Prasanta Datta

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name: TUSHAR KUMAR SIL

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Tushar Kumar Sil

All the above fingerprints are of the above named person and attested by the said person.

Tushar Kumar Sil

Signature of the Presentant

(3) Name: SHIBASISH CHANDRA

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Shibasish Chandra

Shibasish Chandra

Signature of the Presentant



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS, District Name :North 24-Parganas

Signature / LTI Sheet of Query No/Year 15011000304476/2016







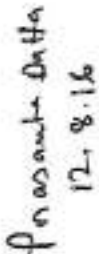


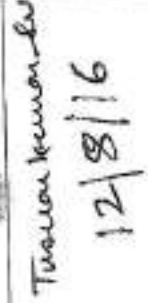
I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr AYAN KUMAR SANYAL 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049	Land Lord			Ayan Kumar Sanyal 12.8.2016
2	SATHI GOSWAMI 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049	Land Lord			Sathi Goswami 12.8.2016
3	ESHITA DAS 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049	Land Lord			Eshita Das 12.8.2016

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr TAPAS SANYAL 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049	Land Lord			<i>Tapas Sanyal</i> 12/8/16
5	Mr MANAS SANYAL 170 DEBINIBASH ROAD, P.O:- MOTIJHEEL, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074	Land Lord			<i>Manas Sanyal</i> 12/08/2016
6	ANIMA SANYAL 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049	Land Lord			<i>Anima Sanyal</i>
7	Mr ATANU SANYAL 34/14 U K DUTTA ROAD DUMDUM CANTONMENT, P.O:- DUMDUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028	Land Lord			<i>Atanu Sanyal</i> 12/8/16

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
8	ARPITA SANYAL 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24- Parganas, West Bengal, India, PIN - 700049	Land Lord			 12/8/16
9	Mr SUMIT GHOSH 80DEBINIBAS ROAD, P.O:- MOTIJHEEL, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074	Represent ative of Developer [M/S KALPATA RU CONSTR UCTION]		 Sumit Ghosh 12/8/16	 12/08/2016 Sumit Ghosh
10	Mr PRASANTA DATTA 441/2 NORTH NILACHAL FRIENDS PARK, P.O:- BIRATI, P.S:- Airport, District:- North 24-Parganas, West Bengal, India, PIN - 700051	Represent ative of Developer [M/S KALPATA RU CONSTR UCTION]			 12.8.16 Prasanta Datta
11	Mr TUSHAR KUMAR SIL 15A SARKAR LANE, P.O:- BARABAZAR, P.S:- Girish Park, Kolkata, District-Kolkata, West Bengal, India, PIN - 700007	Represent ative of Developer [M/S KALPATA RU CONSTR UCTION]			 12/8/16 Tushar Kumar

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
12	Mr SHIBASISH CHANDRA 62/5 ANJAN GARH, P.O:- BIRATI, P.S:- Airport, District:- North 24-Parganas, West Bengal, India, PIN - 700051	Representative of Developer [M/S KALPATARU CONSTRUCTION]			Shibasish Chandra 12/8/2016
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr SANJIT KUMAR GHOSH Son of Mr A L GHOSH BARASAT COURT, P.O:- BARASAT, P.S:- Barasat, District:- North 24-Parganas, West Bengal, India, PIN - 700124	Mr AYAN KUMAR SANYAL, SATHI GOSWAMI, ESHITA DAS, Mr TAPAS SANYAL, Mr MANAS SANYAL, ANIMA SANYAL, Mr ATANU SANYAL, ARPITA SANYAL, Mr SUMIT GHOSH, Mr PRASANTA DATTA, Mr TUSHAR KUMAR SIL, Mr SHIBASISH CHANDRA		Sanjit Kumar Ghosh 12/8/16	

(Supriya Chattopadhyay)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. - I
NORTH 24-PARGANAS
North 24-Parganas, West
Bengal

FORM NO. 60

(See this provision to of Rule 114B)

Form of Declaration to be filed by a person who has agricultural income and is not in receipt of any other income chargeable To income tax in respect of transactions specified in Clause (a) to (h) of rule 114B.

1. Full name and Address of the Declarant : Smt Sathi Goswami
w/o- Sri Nityananda Goswami, D/o- Lt Rabi Sankar
Sanyal B-1 no. Kali Temple Road winter
2. Particulars of Transaction : Development Agreement
3. Amount of the Transaction : _____
4. Are you Assessed to Tax ? Yes / No
5. If Yes :
 - i) Detail of Ward / Circle / range where the last return of Income as filled?
 - ii) Reason for not having Permanent Account Number / General Index Register Number?
6. Details of the document being produced in support of address in column (i)

Verification

I Sathi Goswami
do hereby declare that what is stated above true to the best of my knowledge and belief.

Verified today the Date of 12/8/2016

Date :

Place :

Sathi Goswami
Signature of declarant

Instructions : Documents which can be produced in support of the Address are.

- (a) Ration Card.
- (b) Passport.
- (c) Driving Licence.
- (d) Identity Card issued by any institution.
- (e) Copy of the electricity bill or telephone bill showing residential address.
- (f) Any document or communication issued by any authority of General Govt. State Govt. of local bodies showing residential address.
- (g) Any other documentary evidence in support of his address given in the declaration.

FORM NO. 60

(See this provision to of Rule 114B)

Form of Declaration to be filed by a person who has agricultural Income and is not in receipt of any other income chargeable To income tax in respect of transactions specified in Clause (a) to (h) of rule 114B.

1. Full name and Address of the Declarant : ANIMA SANYAL
W/o Lt Nikhil Ranjan Sanyal
St. 1 No. Kali Temple Road, Nimta, Kol-99
2. Particulars of Transaction : development agreement
3. Amount of the Transaction : _____
4. Are you Assessed to Tax ? Yes / No
5. If Yes :
 - i) Detail of Ward / Circle / range where the last return of Income as filed?
 - ii) Reason for not having Permanent Account Number / General Index Register Number?
6. Details of the document being produced in support of address in column (i)

Verification

I ANIMA SANYAL
do hereby declare that what is stated above true to the best of my knowledge and belief.

Verified today the Date of 12/8 2016

Date :

Place :

Anima Sanyal
Signature of declarant

Instructions : Documents which can be produced in support of the Address are.

- (a) Ration Card.
- (b) Passport.
- (c) Driving Licence.
- (d) Identity Card issued by any institution.
- (e) Copy of the electricity bill or telephone bill showing residential address.
- (f) Any document or communication issued by any authority of General Govt. State Govt. of local bodies showing residential address.
- (g) Any other documentary evidence in support of his address given in the declaration.

Major Information of the Deed

Deed No :	I-1501-05918/2016	Date of Registration	8/16/2016 3:54:38 PM
Query No / Year	1501-1000304476/2016	Office where deed is registered	
Query Date	10/08/2016 4:05:41 PM	D.S.R. - I NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	SOURISH KR BISWAS BARASAT, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9433270810, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 1/-	Rs. 63,56,383/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,100/- (Article:48(g))	Rs. 11/- (Article:E, M(b))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Nimta, Municipality: NORTH DUM DUM, Road: Kali temple Road, Mouza: Uttar Nimta

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	RS-2902	RS-211	Bastu	Bastu	9 Katha 1 Chatak 13 Sq Ft	1/-	63,56,383/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
Grand Total :					14.9829Dec	1/-	63,56,383 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr AYAN KUMAR SANYAL Son of Late RABI SANKAR SANYAL 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. BHJPS7088D, Status :Individual, Executed by: Self, Date of Execution: 12/08/2016 , Admitted by: Self, Date of Admission: 12/08/2016 ,Place : Pvt. Residence
2	SATHI GOSWAMI Wife of Mr NITYANANDA GOSWAMI 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Form 60/61 supplied, Status :Individual, Executed by: Self, Date of Execution: 12/08/2016 , Admitted by: Self, Date of Admission: 12/08/2016 ,Place : Pvt. Residence
3	ESHITA DAS Wife of Mr SUBIR DAS 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North24-Parganas, West Bengal, India, PIN - 700049 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Status :Individual, Executed by: Self, Date of Execution: 12/08/2016 , Admitted by: Self, Date of Admission: 12/08/2016 ,Place : Pvt. Residence
4	Mr TAPAS SANYAL Son of Late NIRMAL CHANDRA SANYAL 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North24-Parganas, West Bengal, India, PIN - 700049 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. AIQPS7078G, Status :Individual, Executed by: Self, Date of Execution: 12/08/2016 , Admitted by: Self, Date of Admission: 12/08/2016 ,Place : Pvt. Residence

5	Mr MANAS SANYAL Son of Late NIRMAL CHANDRA SANYAL 170 DEBINIBASH ROAD, P.O:- MOTIJHEEL, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. ALYPK4633Q, Status :Individual, Executed by: Self, Date of Execution: 12/08/2016 , Admitted by: Self, Date of Admission: 12/08/2016 ,Place : Pvt. Residence
6	ANIMA SANYAL Wife of Late NIKHIL RANJAN SANYAL 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Status :Individual, Executed by: Self, Date of Execution: 12/08/2016 , Admitted by: Self, Date of Admission: 12/08/2016 ,Place : Pvt. Residence
7	Mr ATANU SANYAL Son of Late NIKHIL RANJAN SANYAL 34/14 U K DUTTA ROAD DUMDUM CANTONMENT, P.O:- DUMDUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AMFPS6557B, Status :Individual, Executed by: Self, Date of Execution: 12/08/2016 , Admitted by: Self, Date of Admission: 12/08/2016 ,Place : Pvt. Residence
8	ARPITA SANYAL Daughter of Late NIKHIL RANJAN SANYAL 1 KALI TEMPLE ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North24-Parganas, West Bengal, India, PIN - 700049 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No. CTXPS1515E, Status :Individual, Executed by: Self, Date of Execution: 12/08/2016 , Admitted by: Self, Date of Admission: 12/08/2016 ,Place : Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M/S KALPATARU CONSTRUCTION 80 DEBINIBASH ROAD, P.O:- DUMDUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Status :Organization

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr SUMIT GHOSH Son of Late TARAK NATH GHOSH 80DEBINIBAS ROAD, P.O:- MOTIJHEEL, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADXPG0073B, Status : Representative, Representative of : M/S KALPATARU CONSTRUCTION (as PARTNER)
2	Mr PRASANTA DATTA Son of Late PREM CHANDRA DUTTA 441/2 NORTH NILACHAL FRIENDS PARK, P.O:- BIRATI, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700051, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFMPD0005P, Status : Representative, Representative of : M/S KALPATARU CONSTRUCTION (as PARTNER)
3	Mr TUSHAR KUMAR SIL Son of Late DILIP KUMAR SIL 15A SARKAR LANE, P.O:- BARABAZAR, P.S:- Girish Park, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALPPS7886J, Status : Representative, Representative of : M/S KALPATARU CONSTRUCTION (as PARTNER)
4	Mr SHIBASISH CHANDRA Son of Mr DEBPRASAD CHANDRA 62/5 ANJAN GARH, P.O:- BIRATI, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700051, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ANEPC4467C, Status : Representative, Representative of : M/S KALPATARU CONSTRUCTION (as PARTNER)

Identifier Details :**Name & address**

Mr SANJIT KUMAR GHOSH
 Son of Mr A L GHOSH
 BARASAT COURT, P.O:- BARASAT, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr AYAN KUMAR SANYAL, SATHI GOSWAMI, ESHITA DAS, Mr TAPAS SANYAL, Mr MANAS SANYAL, ANIMA SANYAL, Mr ATANU SANYAL, ARPITA SANYAL, Mr SUMIT GHOSH, Mr PRASANTA DATTA, Mr TUSHAR KUMAR SIL, Mr SHIBASISH CHANDRA

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr AYAN KUMAR SANYAL	M/S KALPATARU CONSTRUCTION-1.87286 Dec
2	SATHI GOSWAMI	M/S KALPATARU CONSTRUCTION-1.87286 Dec
3	ESHITA DAS	M/S KALPATARU CONSTRUCTION-1.87286 Dec
4	Mr TAPAS SANYAL	M/S KALPATARU CONSTRUCTION-1.87286 Dec
5	Mr MANAS SANYAL	M/S KALPATARU CONSTRUCTION-1.87286 Dec
6	ANIMA SANYAL	M/S KALPATARU CONSTRUCTION-1.87286 Dec
7	Mr ATANU SANYAL	M/S KALPATARU CONSTRUCTION-1.87286 Dec
8	ARPITA SANYAL	M/S KALPATARU CONSTRUCTION-1.87286 Dec

Endorsement For Deed Number : I - 150105918 / 2016**On 10-08-2016****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 63,56,383/-



Supriya Chattopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-
PARGANAS

North 24-Parganas, West Bengal

On 12-08-2016**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 19:30 hrs on 12-08-2016, at the Private residence by Mr AYAN KUMAR SANYAL , one of the Executants.

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

Execution is admitted on 12/08/2016 by 1. Mr AYAN KUMAR SANYAL, Son of Late RABI SANKAR SANYAL, 1 KALI TEMPLE ROAD, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by Profession Service, 2. SATHI GOSWAMI, Wife of Mr NITYANANDA GOSWAMI, 1 KALI TEMPLE ROAD, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by Profession House wife, 3. ESHITA DAS, Wife of Mr SUBIR DAS, 1 KALI TEMPLE ROAD, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by Profession Business, 4. Mr TAPAS SANYAL, Son of Late NIRMAL CHANDRA SANYAL, 1 KALI TEMPLE ROAD, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by Profession Retired Person, 5. Mr MANAS SANYAL, Son of Late NIRMAL CHANDRA SANYAL, 170 DEBINIBASH ROAD, P.O: MOTIJHEEL, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Retired Person, 6. ANIMA SANYAL, Wife of Late NIKHIL RANJAN SANYAL, 1 KALI TEMPLE ROAD, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by Profession House wife, 7. Mr ATANU SANYAL, Son of Late NIKHIL RANJAN SANYAL, 34/14 U K DUTTA ROAD DUMDUM CANTONMENT, P.O: DUMDUM, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Service, 8. ARPITA SANYAL, Daughter of Late NIKHIL RANJAN SANYAL, 1 KALI TEMPLE ROAD, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by Profession Student

Indetified by Mr SANJIT KUMAR GHOSH, Son of Mr A L GHOSH, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 12/08/2016 by Mr SUMIT GHOSH PARTNER, M/S KALPATARU CONSTRUCTION, 80 DEBINIBASH ROAD, P.O:- DUMDUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074

Indetified by Mr SANJIT KUMAR GHOSH, Son of Mr A L GHOSH, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Hindu, By Profession Law Clerk

Execution is admitted on 12/08/2016 by Mr PRASANTA DATTA PARTNER, M/S KALPATARU CONSTRUCTION, 80 DEBINIBASH ROAD, P.O:- DUMDUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074

Indetified by Mr SANJIT KUMAR GHOSH, Son of Mr A L GHOSH, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Hindu, By Profession Law Clerk

Execution is admitted on 12/08/2016 by Mr TUSHAR KUMAR SIL PARTNER, M/S KALPATARU CONSTRUCTION, 80 DEBINIBASH ROAD, P.O:- DUMDUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074

Indetified by Mr SANJIT KUMAR GHOSH, Son of Mr A L GHOSH, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Hindu, By Profession Law Clerk

Execution is admitted on 12/08/2016 by Mr SHIBASISH CHANDRA PARTNER, M/S KALPATARU CONSTRUCTION, 80 DEBINIBASH ROAD, P.O:- DUMDUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074

Indetified by Mr SANJIT KUMAR GHOSH, Son of Mr A L GHOSH, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, By caste Hindu, By Profession Law Clerk



Supriya Chattopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

On 16-08-2016

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11/- (E = Rs 7/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 11/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/08/2016 4:02PM with Govt. Ref. No: 192016170018495661 on 11-08-2016, Amount Rs: 11/-, Bank: UCO Bank (UCBA0000190), Ref. No. 7440251 on 11-08-2016, Head of Account 0030-03-104-001-16

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UCO Bank (UCBA0000190), Ref. No. 7440251 on 11-08-2016, Head of Account 0030-02-103-003-02



Supriya Chattopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1501-2016, Page from 123384 to 123453
being No 150105918 for the year 2016.



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CHATTOPADHAY
Date: 2016.08.24 15:32:08 +05:30
Reason: Digital Signing of Deed.

(Supriya Chattopadhyay) 8/24/2016 3:32:07 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)