

ESG1004009/2018

05010 3839/18

13



प्रश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

D 622045

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

[Signature]
District Sub-Registrar
Howrah

27 JUL 2018

DEVELOPMENT AGREEMENT

THIS DEED of Agreement is made on this 20th day of June, Two Thousand Eighteen (2018) BETWEEN (i) SRI SANAT KUMAR NASKAR IPAN AGAPN3047L, S/o late Dulal Chandra Naskar, by faith-Hindu, Nationality-Indian, by occupation - business, residing at Nazirgunj, P.O.- D.S.Lane, P.S.- Sankrail, District-Howrah-711109, (ii) SMT. MANJU SARDAR IPAN AMAPS2769Q, wife of Sri Ardhendu Sekar Sarkar and daughter of late Dulal Chandra Naskar, by faith-Hindu, Nationality - Indian, by occupation - household duties, residing at Garia, Fartabad (Barhas), P.S.-Garia, P.O.-

Sanatpur, District-24 Parganas (South), herinafter jointly referred to as the **FIRST PARTIES/ OWNERS/ LAND LORDS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

M/S. SOUTH CITY CONSTRUCTION [PAN. ADQFS1478P], a partnership firm represented by its partners namely (i) **SRI SUBHENDU ROY [PAN. ADDPR7362J]**, s/o Sri Sanjit Ray (ii) **SRI SHAKTIPADA KAR [PAN. AMDPK3471E]** s/o late Monoranjan Kar, (iii) **SRI BIKASH BANERJEE [PAN. AEIPB4424R]** s/o Sri Adhir Kumar Banerjee, having its registered office at "Pearl Apartment", Hanskalipole, Andul Road, P.S.- Sankrail, P.O.- D.S.Lane, District- Howrah- 711109, hereinafter referred to as the **SECOND PARTY/DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the **SECOND PART**.

WHEREAS originally one Manorama Naskar wife of Dulal Naskar was the absolute owner and occupier of all that the Danga Land measuring more or less 13 Katha, 1 Chittack 12 Sq.ft. with right to use common Passage and all other easements rights attached therewith comprised in R.S. Dag No. 229 and L.R.Dag No. 302 and R.S. Dag No. 230 and L.R. Dag No. 303 under R.S. Khatian No. 93 under L.R. Khatian No. 968, J.L. No. 40, Touzi No. 9, Mouza- Thanamakua, P.S.- Sankrail, District-Howrah and within Ward No. 45 of Howrah Municipal Corporation.

AND WHEREAS in course of her peaceful use and enjoyment of the aforesaid property free from all encumbrances, said Manorama Naskar died intestate on 23.09.1980 leaving behind her husband namely Dulal Naskar, two sons namely Sanat Kumar Naskar and Anup Kumar Naskar and one married daughter namely Manju Sardar, as her surviving Legal heirs and successors in -interest each having 1/4th undivided share of the said

property by way of operation of Hindu Succession Act, 1956 free from all encumbrances charges, liens, attachments whatsoever.

WHEREAS subsequently Dulal Naskar transferred his undivided 1/4th share in respect of the aforesaid property measuring more or less 3 Kottah 4 Chittack 14 Sq.ft. out of 13 Kottah 1 Chittack 12 Sq.ft. of Danga Land in favour of his two sons and one daughter named above by executing a Registered Deed of Gift on 22/02/2008, which was duly registered at the office of the D.S.R. Howrah and recorded in Book No. 1, C.D. Volume No. 8, Pages From 379 to 402, Being No. 01917 for the year 2008.

WHEREAS thus Sanat Kumar Naskar, Anup Kumar Naskar and Smt. Manju Sardar become joint owners in respect of the total property measuring more or less 13 kottah 1 chittack 12 Sq.ft. of Danga Land each having undivided 1/3rd share in the aforesaid property.

WHEREAS during enjoyment of the said property jointly said brothers and sister named above for their better and peaceful user of the properties separately, have amicably executed one Registered Deed of Partition on 24.02.2011, which was duly registered in the office of the D.S.R. at Howrah and recorded in Book No. 1, CD. Volume No. 5, Pages 1614 to 1642, Being no. 01536 for the year 2011.

WHEREAS in terms of the said Deed of Partition, Sri Sanat Kumar Naskar being First Party therein were absolutely allotted Lot 'B' portion and shown in the Partition Plan with colour 'Green' comprised within Mouza-Thanamakua, J.L. No. 40, Touzi No. 9, Khatian No. Old (R.S.) 93 and L.R. 968, R.S. Dag No. 229 and L.R. Dag No. 302, measuring about 4 Kottah 3 Chittack 34 Sq.ft. of Danga Land and R.S. Dag No. 230 and L.R. Dag No. 232, under same Khatian, measuring about 0 Kottah 2 Chittack 0 Sq.ft. and all together an area of 4 Kottah 5 Chittack 34 Sq.ft., subsequently said Sanat Kumar Naskar mutated his name in the record of BL&LRO office & paying kajana in his own name and since mutation the said property is recorded in L.R. Dag No. 302 & 303 and L.R. Khatian No. 1609 at Mouza -Thanamakua, J.L. No.-40, P.S.- Sankrail- District- Howrah.

WHEREAS said Sanat Kumar Naskar applied before the competent authority for conversion of 8 satak danga land in L.R. Dag no. 302 & 303 into Bastu land and the authority i.e. B.L.& LRO at Sankrail, Howrah duly converted the said property as Bastu Land vide Memo no. X/S-29/2087/1(4)/Sank/13 Dt. 8.7.2013.

WHEREAS in terms of the said Deed of Partition Smt. Manju Sardar being third party therein were absolutely allotted Lot 'C' portion and shown in partition plan with colour 'Yellow', comprised in Mouza - Thanamakua, J.L. No. 40, Touzi No. 9, Khatian No. R.S.93 and L.R. 968,R.S. Dag No.229, and L.R. Dag No. 302, measuring about 3 Kottah 12 Chittack 34 Sq.ft. of Danga Land and Dag no. R.S. 230, and L.R. 232 under the same Khatian, measuring about 0 kottah 9 chittack 0 sq.ft. and altogether and area of 4 kottah 5 chittack 34 sq.ft., subsequently said Smt. Manju Sardar mutated her name in the record of BL&LRO office & paying kajana in her own name and since mutation the said property is recorded in L.R. Dag No. 302 & 303 and L.R. Khatian No. 1611 at Mouza - Thanamakua, J.L. No.-40, P.S. - Sankrail- District-Howrah.

WHEREAS said Manju Sardar applied before the competent authority for conversion of 8 satak danga land in L.R. Dag no. 302 & 303 into Bastu land and the authority i.e. B.L.& LRO at Sankrail, Howrah duly converted the said property as Bastu Land vide Memo no. X/S-29/2088/1(4)/Sank/13 Dt. 8.7.2013.

WHEREAS since acquired right title interest in respect of their aforesaid partitioned properties the aforesaid owners being full-blood brother & sister jointly executed a Registered Deed of Declaration for the purpose of amalgamate the said adjacent two plots of land into one compact holding on 18.08.2011 which was Registered at the office of the D.S.R. Howrah and duly recorded in Book no. 1, CV Volume No.17, Pages 1673 to 1688 being no. 06709 for the year 2011.

WHEREAS said owners also mutated jointly their names as owner's and occupiers in respect of their said amalgamated bastu land measuring more or less 8 kottah 11 chittack 23 sq.ft. comprised within Mouza - Thanamakua, R.S. Dag No. 229&230 (P) corresponding to L.R. Dag No. 302 & 303, R.S. Khatian No. 93, L.R. Khatian No. 1609

1981, J.L. No. 40, P.S.-Sankrail, Ward No. 45 (H.M.C.), District-Howrah in the record of the Howrah Municipal Corporation vide APR/901/B-5/14-15 Dt. 1.7.2014 and since mutation paying taxes in respect of the aforesaid property in their own names jointly.

AND WHEREAS since acquired right title and interest in respect of their inherited properties the present owners/ landlords are using the said property into a compact and explanatory unit and thus the present owners herein become joint absolute owners and occupier now seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of Bastu land measuring about 8 Kottah 11 Chittack 23 sq.ft. be the same a little more or less comprised within Mouza- Thanamakua, J.L. No. 40, L.R. Dag No. 302 &303, under L.R. Khatian No. 1609 &1611, and corresponding to R.S. Dag No. 229 & 230 (P), R.S. Khatian No. 93, P.S.-Sankrail, District-Howrah within the Limit of Howrah Municipal Corporation added area Ward No. 45, Borough no. 5, and also within the Jurisdiction of the office of the District Sub-Registrar, Howrah and Additional District Sub- Registrar, Ranihat, Howrah, which is morefully and particularly described in the "FIRST SCHEDULE" hereunder written hereinafter referred to as the "SAID PROPERTY"

AND WHEREAS the First Parties/owners in course of their peaceful use and enjoyment of 'said property' free from all encumbrances, expressed their desires to develop the said land through a Developer who has got the knowledge of developing the land and building in and around the city of Howrah.

AND WHEREAS having come to know the said intention of the First Parties/ Owner's, the Second Party/ Developer herein have expressed their desirousness to take up the trust for Development of the said land by constructing multi-storied building in accordance with the building plan and/or As Made building plan which will be sanctioned by the Howrah Municipal Corporation.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS and it is hereby agreed by and between the Parties as Follows :

1. **Land** - The Land shall mean all that the Bastu Land owned by the First Parties/ Owners containing a total area measuring about 8 Kottah 11 Chittack 23 Sq.ft. be the same a little more or less comprised within Mouza- Thanamakua, J.L. No. 40, L.R. Dag Nos. 302 & 303 under L.R. Khatains No. 1609 & 1611 corresponding to R.S. Dag No. 229 & 230 (P), R.S. Khatain No. 93, P.S.- Sankrail, District- Howrah within the limit of Howrah Municipal Corporation added area Ward No. 45, Borough No. 5, and also within the Jurisdiction of the Office of the District- Sub Registrar, Howrah and Additional District Sub Registrar, Ranihati, Howrah which is morefully and Particularly described in the '**First Schedule**' written below detailed as hereunder.
2. **Building** -The building shall mean the construction of Multi Storied building which will be constructed as per sanctioned plan or As Made/Modified Plan to be sanctioned by the H.M.C. authority upon the said law.
3. **Owner's** _ The owners shall mean the first parties hereto.
4. **Developer** _ The Developer shall mean the Second Party/ Developer hereto.
5. **Plan** _ The plan shall mean building plans and/or As Made/Modified building plan which shall be prepared by the Architect and/or L.B.S. of the Second party/ Developer for construction of the new building, duly sanctioned by the Howrah Municipal Corporation.

- 2.2. **OWNER'S ALLOCATION** - Owner's allocation shall mean 43% of the total constructed area of the proposed multistoried building to be erected upon the "First Schedule Property" in accordance with the sanctioned plan or As Made/ Modified plan to be sanctioned by the Howrah Municipal Corporation.
- b. **The building will be constructed firstly five storied (G+4).** As per discussion with the Architect. It is estimated that the total constructed area of the proposed building will be more or less **13000 sq.ft.** and out of which owner's allocable **43%** shall means **5590 sq.ft.** in the entire proposed building.

OWNER'S ALLOCATION IS AS FOLLOWS :-

- 7.a. That out of the said allocable share the owners shall get jointly from the Developer an area of **900 sq.ft.** carparking space in the ground floor and **four nos. of residential flats** (each consisting of 2 bed room, 1 kitchen, 1 toilet, 1 W.C., living/ dinning space, balcony) totally measuring about **2850 sq.ft.** with proportionate share of stair/lift within the proposed building with all facilities attached thereto.
- b. That out of the said four nos. of flat, owner's will get two nos. of flat on the 3rd floor, South- east portion i.e. road facing and one no. of flat on the 1st floor South-east portion i.e road facing and one no. of flat on the 1st floor North-west portion.
- c. After adjusting the owners four nos. of the Flat in the 1st and 3rd Floor and Car parking space in the ground floor, the owners are hereby entitled from the Developer their remaining allocable covered area from the Ground floor to 4th floor (5590 sq.ft.- 900+2850 sq.ft.) i.e. **1840 sq.ft.** of covered area.

a. That it is agreed by and between the parties herein that the Developer/ Second party shall handover infavour of the owners the said remaining area of 1840 sq.ft. in any portion of the building as would be decided by the parties herein after completion of the building.

e. That the Developer simultaneously with the execution of this Agreement shall pay in favour of the owner a sum of Rs. 10,00,000/- (Ten Lakhs) as ^{refundable} security deposit which is morefully described in third schedule hereunder written. The owner shall refund the said amount with any interest in favour of the Developer after getting their entire share in the said proposed building.

(8) **DEVELOPER'S ALLOCATION** ; Developer's allocation shall mean the 57% (Fifty Seven percent) out of the total constructed area of the proposed building from Ground floor to 4th floor shall be enjoyed by the developer as "**Developers Allocation**" alongwith right of common facilities, amenities and benefits in respect thereof together with undivided impartiable proportionate share and interest of the land morefully described in the " Second Schedule" hereunder written.

(9) That it is also hereby agreed by and between the parties hereto that firstly the building will be constructed five storied (G+4) in accordance with the sanctioned building plan. But if in future any further sanction is obtained over and above G+4) storied building form the competent authority in that case the Developer will right to construct more further floor and owners will get the same share i.e. 43 % of the extra constructed area for which the owners shall pay an amount of Rs. 500/- (five hundred) only per sq.ft. basis for the extra area in favour of the Developer/ Second Party as miscellaneous cost.

(10) **Common space** - Common space means the common areas and spaces of the buildings.

(11) **Common facilities** - Common facilities shall mean the common facilities of the

Sanjay Kumar

buildings.

THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS

- (1) That the First Parties/ Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property. The said property is free from all encumbrances, charges, liens, lispendence, attachments, trusts, whatsoever and till date no- acquisition or requisition notice has been received by the owner herein from the Competent Authority.
- (2) That the first parties/owners is hereby appoint and authorise the party of the Second part/ Developer for development and/or construction of the multistoried building upon the property as fully described in the First Schedule hereunder and hereinafter called the " Said property" according to the plan sanctioned by the Howrah Municipal Corporation.
- (3) That the first parties/ owners already handover all the relevant original title deed and/or documents relating to the First Schedule property infavour of the Developer. The Developer at no point of time, will mortgage and/or pledge the Said Land.
- (4) That it will be sole responsibility of the Developers to get the plan sanctioned from the HMC Authority for construction of proposed multistoried building as early possible. The party of the Second part/ Developer shall pay the sanction fees and other miscellaneous expenses for getting the plan sanctioned from the Howrah Municipal Corporation and shall bear the entire cost of construction.
- (5) That the Developer shall at their own cost and expenses appoint engineer, architect, contractor, labour and other type of workman/ expert for the purpose of carrying out work of construction of the said proposed new building, without creating any financial or other liabilities upon the owner.
- (6) That the Developer shall construct the proposed new building at their own costs, in

case of developer obtain financial assistance from any bank or institutions for the purpose of aforesaid construction, they shall do so at their own risks and responsibilities and in such case, owner, shall not be liable for any repayment of such Loan and the Developer shall keep the owner indemnified against any claim to that effect.

- (7) That it is agreed by and between the parties herein that in lieu of construction cost of the proposed building and other expenses thereto the second party/ Developer interms of this Agreement shall get 57% of the constructed covered area from Ground floor to 4th floor of the proposed building to be constructed upon the "First Schedule" property and they have every right to sell, transfer, lease out and/or sale out their allotted share in the entire building and also entitled to sell out the owner's remaining allocation of 1840 sq.ft. in the entire building (except owners specific allocation) alongwith super builtup charges according to their choice and desire to the intending purchaser/purchasers.
- (8) That the Second Party/ Developer shall have every right to enter into agreement for sale with the intending purchaser/purchasers and to receive advance money, part payment and/or full consideration amount in respect of the Developer's allocation as well as owner's remaining allocation of 1840 sq.ft. in the entire building (except owners specific allocation) alongwith super builtup charges according to their choice and desire to the intending purchaser/purchasers.
- (9) The First parties/ owners shall execute and register a General Power of Attorney in favour of the Second Party/ Developer hereto for the purpose of Construction of the proposed buildings upon the said land and also to sell the constructed area alongwith service area/ common facilities attached thereto as per Developers allocation as well as owner's allocation as stated earlier and also to do other work as stated therein and the said power of Attorney shall not be revoked until the entire transactions are completed.

- (10) That in respect of all the dealings stated above, the first party/ owner shall be liable to sign in the deed and documents, if required by the Developer/ Second Party.
- (11) That the first party/ owners and the second party/ Developer being agreed in all the matters herein written and have signed and executed this agreement with full satisfaction willingly without instigation by others.
- (12) That the second party herein will have every right to sign deeds, documents and any necessary application, building plan/plans, etc. for the completion of the construction of the building and complete the entire transaction of the same.
- (13) That the second party/ Developer herein will make the building with good quality materials, as per specification stated in "Forth Schedule" written below. The ownership right of the ultimate top roof shall always be with the owner but the occupiers of the building shall have the right to use the same for their common purpose.
- (14) That it is mentioned, in case of any accident and/or in case of pull down of the building due to negligence of the Developer, the second party/ Developer will be responsible and the owners will not be responsible in any manner nor they will liable to financially compensate for such incident.
- (15) That there is no existing agreement regarding development or sale of the said property and that all other arrangements, if any prior to this Agreement have been cancelled and are being suspended by this Agreement.
- (16) That the developer do hereby undertake that they shall handover the owners residential flats and car parking space within 18 months from the date of obtaining sanctioned building plan or such within extended period as may be mutually agreed by the owner and the Developer's subject to circumstances beyond control and force majeure.

- (17) That it is agreed by and between the parties herein that after completion of entire casting of the proposed building, both the parties in presence of Architect and/or LBS shall take measurement of the entire construction and if the total constructed area exceed the estimated 13000 sq.ft. as stated earlier in that case the Developer/ Second party shall pay in favour of the owners the money value at the @ 2500/- per sq.ft. basis for the increased area and on the other hand if the total construction is decreased from the estimated 13000 sq.ft. in that case the Developer shall deduct at the time of making payment in favour of the owners @ Rs. 2500/- per sq.ft. basis for the decreased area.
- (18) That the developer shall at their own cost in the name of the owner/ developer apply for obtaining the temporary and permanent sanction for electricity, water connection, deep- boring of Tube well, drainage, sewerage and/or other facilities if any, required for the purpose of construction of the said proposed building.
- (19) That the owner will not do any act, deed or thing where by the developers shall be prevented from construction and completion of the said proposed building unless any act of the developer infringes right and interest of the owner.
- (20) That the owner shall be solely liable to pay income tax, capital gain tax and/or any other surcharge, penalties if any imposed by income tax authority or other competent authority in respect of owner's allocation and/or the money received by the owner from the developer in lieu of owner's allocation.
- (21) That in case of any dispute arising out of this Agreement, shall be settled within Jurisdiction of Howrah District Court or its appellate court.

THE FIRST SCHEDULE ABOVE REFERRED TO

All That the piece and parcel of Bastu Land containing an area measuring about 8 kottah 11 Chittack 23 Sq.ft. be the same a little more or less comprised within Mouza -Thanamakua, J.L. No.-40, appertaining to R.S Dag no. 229 & 230 (P) corresponding to L.R.Dag No. 302 & 303 under R.S. Khatian No. 93 corresponding to L.R.Khatian No. 1609 & 1611 and corresponding to R.S. Dag No.229 & 230 (P), R.S. Khatian No.93, P.S.- Sankrail, District-Howrah within the limit of Howrah Municipal Corpration Added area Ward no. 45, and also within the Jurisdiction of the office of the District Sub Registrar, Howrah and Additional District-Sub-Registrar, Ranihati, Howrah. Which is butted and bounded in the manner as follows :-

North : Property of Sri Anup Kumar Naskar

South : Dag No. 229 & 230 (P)

West : Dag No. 229 & 230 (P)

East : Canel Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

Developer's allocation shall mean the 57% (Fifty Seven percent) out of the total constructed area from Ground floor to 4th floor of the proposed multi storied building upon the "first schedule property" in accordance with plan sanctioned by the H.M.C. Authority shall be enjoyed by the developer as "**Developers Allocation**" alongwith right of common facilities, amenities and benefits in respect thereof together with undivided impartiable proportionate share and interest of the land in Mouza -Thanamakua, J.L. No.-40, appertaining to R.S Dag no. 229 & 230 (P) corresponding to L.R.Dag No. 302 & 303 under R.S. Khatian No. 93 corresponding to L.R.Khatian No. 1609 & 1611 and corresponding to R.S. Dag

No.229 & 230 (P), R.S. Khatian No.93, P.S.- Sankrail, District-Howrah within the limit of Howrah Municipal Corporation Added area Ward no. 45, and also within the Jurisdiction of the office of the District Sub Registrar, Howrah and Additional District-Sub-Registrar, Ranihati, Howrah.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Details of payments made by the Developers to the Owners

<u>Chq. No.</u>	<u>Date</u>	<u>Bank</u>	<u>Amount</u>
1. 002759	5.5.2018	UCO, Bakultala Howrah	Rs.5,00,000.00
2. 003262	5.5.2018	BOI, Andul Br. Howrah	Rs.5,00,000.00
<u>Total</u>			<u>Rs. 10,00,000.00</u>

THE FOURTH SCHEDULE ABOVE REFERRED TO**(TECHNICAL SPECIFICATION)**

Structure Foundation	:	Isolated/ Combined footing on hard stair at.
Super Structure	:	R.C. C. Framed Structure.
Floor/ Roof	:	Reinforced concrete slab.
Walls	:	Brick wall plastered on both faces. Finish Walls External 8" outside brick work with cement sand plaster.
Common	:	5" brick work with plaster with paris over Cement and sand plaster.
Ceiling	:	Plaster of paris over cement sand plaster
Doors	:	Front & Balcony Door made of Commercial Waterproof ply board and rest of commercial Plyboard and Toilet Water proof Sintex Door with Chitkiny. Lock on front door shall be provided. All frame made of Sal Wood.
Flooring	:	All flooring with Vetrified Tyles. Colouring Glazed Tiles upto 6' height with Dado in toilets and upto 2' height from kitchen top in kitchen. One cooking platfrom (green polish) with stainless steel sink in kitchen.
Electrical Wiring	:	Five nos. of point in each bed room (one tube, one bulb, one fan, one plug, one night lamp. In kitchen one tube, one plug point, one exhaust. In main toilet one tube, one plug point, one exhaust and another toilet one light point. In dinning two tube point , one fan point, one plug point.

- One point outside front door and balcony.
- Plumbing & Plumbing : Two nos. of water connection to kitchen (one swan cock and one bip cock.
- Main Bathroom/ Toilets provided with one shower & two nos. bip cock and comode and W.C. provided with commode and one bip cock. One basin point at dinning. We provide commode/ basin colour white.
- Water Supply : Uninterupted water supply shall provided through boaring of deep tubewel from underground to overhead storage tank in the roof from their to individual flats.
- Extra Work : Other than specified shall be charged at a rate as to be decided by the authorised engineer of developer and such amount shall be deposited before execution of such work.
- N.B. : we provide separate meter in the name of the purchaser at the cost of purchaser. The cost of Air Conditioning main line shall be charged extra. The purchaser may provide any type of fittings in the toilet, kitchen and/or electrical item/tiles etc. as per his/her choice in that case developer shall deduct the standard rate for the said items from the total consideration price.

FIFTH SCHEDULE (Common Expenses)

1. Maintenance and upkeep of lift, stair case, landing, passages, common pathways and roof of the building.
2. Painting on common areas in the interior and exterior of the building.
3. Maintenance for electrical lines, water lines, soil pipe, under ground water reservoir, overhead reservoir, septic chamber and all out side drain of the building.
4. Maintenance for motor and pump and security of the same.
5. Salary of the care taking staff, security, electrician plumber, sweeper etc.

SIXTH SCHEDULE (Particulars of Common User)

1. Lift, Staircase, Lobby, landing, passages and all open path ways.
2. Roof
3. All water supply and all drains and sewers line of the building.
4. Water pump and motor, water reservoir, overhead water tank, septic chamber, all distribution pipe lines of the building.
5. Electrical wiring from ground floor to the units/ flats respectively and main switch and meter/ meter room.
6. All boundary wall and gates to the said premises as marked for residential user of the said premises and all other open space for ingress and egress.

IN WITNESS WHEREOF THE PARTIES put their signature and hands
and seal on the date, month and year first above written.

SIGNED SEALED AND DELIVERED
IN PRESENCE OF THE FOLLOWING

WITNESSES :

1) *Prab Kumar*
Howrah Court

2) *S. Sanyal*
Howrah Court

Suman Kumar Natar
Ranjit Sanyal

SIGNATURE OF THE OWNER/
FIRST PARTY

M/S. SOUTH CITY CONSTRUCTION
Rikash Banerjee
PARTNER

M/S. SOUTH CITY CONSTRUCTIC
Subhendra Roy
PARTNE

Drafted by me and prepared
in my office

Ranjit Sasmal.

Ranjit Sasmal
Reg.No. F-395/357/1999
Advocate
Howrah Judges Court

M/S. SOUTH CITY CONSTRUCTION
Shakti Pasa Kar
PARTNER

SIGNATURE OF THE DEVELOPER/
SECOND PARTY





P. Das

Typed by
Pranab Das

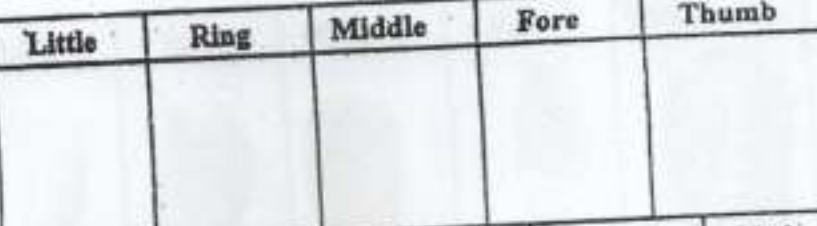
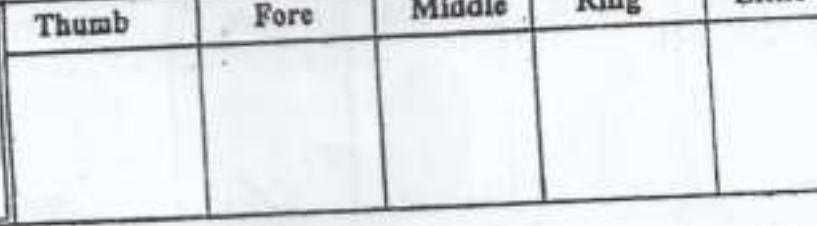
FORM FOR TEN FINGER IMPRESSION

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
	Right Hand	Thumb	Fore	Middle	Ring	Little
						

Signature Sonali Kaur

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
	Right Hand	Thumb	Fore	Middle	Ring	Little
						

Signature Manju Sardar


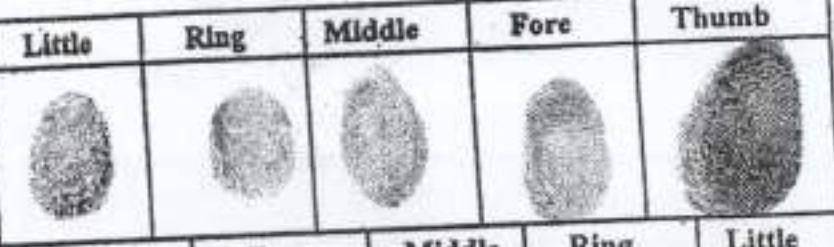
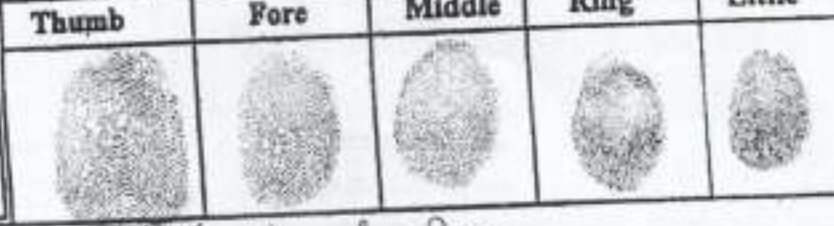
Photo	Left Hand	Little	Ring	Middle	Fore	Thumb
						
Right Hand	Thumb	Fore	Middle	Ring	Little	
						

Signature _____


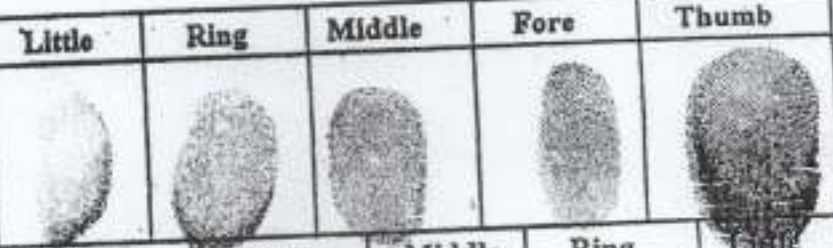

FORM FOR TEN FINGER IMPRESSION

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
Right Hand	Thumb	Fore	Middle	Ring	Little	
						

Signature Prakash Banerjee

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
Right Hand	Thumb	Fore	Middle	Ring	Little	
						

Signature Debhendu Roy

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
Right Hand	Thumb	Fore	Middle	Ring	Little	
						

Signature Shaktipada Kar

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

19-201819-026710431-1

Payment Mode Online Payment

Date: 27/07/2018 11:43:51

Bank : State Bank of India

IK00RUKJB1

BRN Date: 27/07/2018 11:44:17

DEPOSITOR'S DETAILS

Id No. : 05010001213687/2/2018

(Query No./Query Year)

Name : Subhendu Roy and Others

Contact No. : Mobile No. : +91 9674895690

E-mail :

Address : Sankrail Howrah

Applicant Name : Mr Subhendu Roy

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

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

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	05010001213687/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	5011
2	05010001213687/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	10046

Total

15057

In Words : Rupees Fifteen Thousand Fifty Seven only

Major Information of the Deed




No :	I-0501-03839/2018	Date of Registration	27/07/2018
Registry No / Year	0501-0001213687/2018	Office where deed is registered	
Registry Date	27/07/2018 10:55:30 AM	D.S.R.-I HOWRAH, District: Howrah	
Applicant Name, Address Other Details	Subhendu Roy Thana : Sankrail, District : Howrah, WEST BENGAL, Mobile No. : 9674695690, Status Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 20,000/-	Rs. 60,44,632/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,011/- (Article.48(g))	Rs. 10,046/- (Article.E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urbar area)		

Land Details :

District: Howrah, P.S:- Sankrail, Municipality: HOWRAH MUNICIPAL CORPORATION, Mouza: Thanamakuya, Ward No. 45

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-302	LR-1609	Bastu	Bastu	4 Katha 6 Chatak	10,000/-	30,32,907/-	Property is on Road
L2	LR-303	LR-1611	Bastu	Bastu	4 Katha 5 Chatak 23 Sq Ft	10,000/-	30,11,725/-	Property is on Road
TOTAL :					14.3871Dec	20,000 /-	60,44,632 /-	
Grand Total :					14.3871Dec	20,000 /-	60,44,632 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	Mr Sanat Kumar Naskar Son of Late Dulal Chandra Naskar Executed by: Self, Date of Execution: 30/06/2018 , Admitted by: Self, Date of Admission: 27/07/2018 ,Place : Office			
		27/07/2018	LTI 27/07/2018	27/07/2018
Nazirgunj, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN - 711109 St Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGAPN3047L, Status :Individual, Executed by: Self, Date of Execution: 30/06/2018 , Admitted by: Self, Date of Admission: 27/07/2018 ,Place : Office				



















Major Information of the Deed :- I-0501-03839/2018-27/07/2018

Name	Photo	Fingerprint	Signature
Smt Manju Sardar Wife of Mr Ardhendu Sekhar Sardar Executed by: Self, Date of Execution: 30/06/2018 , Admitted by: Self, Date of Admission: 27/07/2018 ,Place : Office	 27/07/2018	 LTI 27/07/2018	 27/07/2018
Garia, Fartabad (Barhas), P.O:- Sonarpur, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PA No.: AMAPS2769Q, Status :Individual, Executed by: Self, Date of Execution: 30/06/2018 , Admitted by: Self, Date of Admission: 27/07/2018 ,Place : Office			



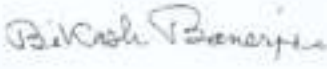
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	South City Construction Pearl Apartment Hanskhalipole, Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, Ind PIN - 711109 , PAN No... ADQFS1478P, Status :Organization, Executed by: Representative

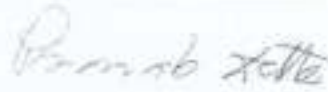
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Subhendu Roy (Presentant) Son of Mr Sanjit Ray Date of Execution - 30/06/2018, , Admitted by: Self, Date of Admission: 27/07/2018, Place of Admission of Execution: Office </td> <td>  Jul 27 2018 1:08PM </td> <td>  LTI 27/07/2018 </td> <td>  27/07/2018 </td> </tr> <tr> <td colspan="4"> Pearl Apartment Hanskhalipole Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN - 711109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , F No.: ADDPR7362J Status : Representative, Representative of : South City Construction (as partner) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Subhendu Roy (Presentant) Son of Mr Sanjit Ray Date of Execution - 30/06/2018, , Admitted by: Self, Date of Admission: 27/07/2018, Place of Admission of Execution: Office	 Jul 27 2018 1:08PM	 LTI 27/07/2018	 27/07/2018	Pearl Apartment Hanskhalipole Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN - 711109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , F No.: ADDPR7362J Status : Representative, Representative of : South City Construction (as partner)			
Name	Photo	Finger Print	Signature										
Mr Subhendu Roy (Presentant) Son of Mr Sanjit Ray Date of Execution - 30/06/2018, , Admitted by: Self, Date of Admission: 27/07/2018, Place of Admission of Execution: Office	 Jul 27 2018 1:08PM	 LTI 27/07/2018	 27/07/2018										
Pearl Apartment Hanskhalipole Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN - 711109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , F No.: ADDPR7362J Status : Representative, Representative of : South City Construction (as partner)													
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Shaktipada Kar Son of Late Monoranjan Kar Date of Execution - 30/06/2018, , Admitted by: Self, Date of Admission: 27/07/2018, Place of Admission of Execution: Office </td> <td>  Jul 27 2018 1:08PM </td> <td>  LTI 27/07/2018 </td> <td>  27/07/2018 </td> </tr> <tr> <td colspan="4"> Pearl Apartment Hanskhalipole Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN - 711109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , F No.: AMDPK3471E Status : Representative, Representative of : South City Construction (as partne </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Shaktipada Kar Son of Late Monoranjan Kar Date of Execution - 30/06/2018, , Admitted by: Self, Date of Admission: 27/07/2018, Place of Admission of Execution: Office	 Jul 27 2018 1:08PM	 LTI 27/07/2018	 27/07/2018	Pearl Apartment Hanskhalipole Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN - 711109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , F No.: AMDPK3471E Status : Representative, Representative of : South City Construction (as partne			
Name	Photo	Finger Print	Signature										
Mr Shaktipada Kar Son of Late Monoranjan Kar Date of Execution - 30/06/2018, , Admitted by: Self, Date of Admission: 27/07/2018, Place of Admission of Execution: Office	 Jul 27 2018 1:08PM	 LTI 27/07/2018	 27/07/2018										
Pearl Apartment Hanskhalipole Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN - 711109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , F No.: AMDPK3471E Status : Representative, Representative of : South City Construction (as partne													

Major Information of the Dead :- I-0501-03839/2018-27/07/2018

Name	Photo	Finger Print	Signature
Mr Bikash Banerjee Son of Mr Adhir Kumar Banerjee Date of Execution - 30/06/2018, , Admitted by: Self, Date of Admission: 27/07/2018, Place of Admission of Execution: Office	 <small>Jul 27 2018 1:06PM</small>	 <small>LTI 27/07/2018</small>	 <small>27/07/2018</small>
Pearl Apartment Hanskhalipole Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN - 711109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AEIPB4424R Status : Representative, Representative of : South City Construction (as partner)			

Identifier Details :

Name & address	
Mr Pronab Dutta Son of Late P R Dutta Howrah Court, P O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Sanat Kumar Naskar, Smt Manju Sardar, Mr Subhendu Roy, Mr Shaktipada Kar, Mr Bikash Banerjee	<small>27/07/2018</small>
	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Sanat Kumar Naskar	South City Construction-3.60938 Dec
2	Smt Manju Sardar	South City Construction-3.60938 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Sanat Kumar Naskar	South City Construction-3.58417 Dec
2	Smt Manju Sardar	South City Construction-3.58417 Dec

Endorsement For Deed Number : I - 050103839 / 2018

On 27-07-2018

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 (g) of Indian Stamp Act 1899.

Major Information of the Deed :- I-0501-03839/2018-27/07/2018

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

Registration at 12:57 hrs on 27-07-2018, at the Office of the D.S.R.-I HOWRAH by Mr Subhendu Roy
of Market Value(WB PUVI rules of 2001)

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

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

Execution is admitted on 27/07/2018 by 1. Mr Sanat Kumar Naskar, Son of Late Dulai Chandra Naskar, Nazirgunj,
D S Lane, Thana: Sankrail, Howrah, WEST BENGAL, India, PIN - 711109, by caste Hindu, by Profession
Business, 2. Smt Manju Sardar, Wife of Mr Ardhendru Sekhar Sardar, Garia, Fartabad (Barhas), P.O: Sonarpur, Thana:
South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession House wife
Identified by Mr Pronab Dutta, Son of Late P R Dutta, Howrah Court, P.O: Howrah, Thana: Howrah, City/Town:
HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 27-07-2018 by Mr Subhendu Roy, partner, South City Construction (Partnership Firm), Pearl
Apartment Hanskhalipole, Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN -
711109

Identified by Mr Pronab Dutta, Son of Late P R Dutta, Howrah Court, P.O: Howrah, Thana: Howrah, City/Town:
HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 27-07-2018 by Mr Shaktipada Kar, partner, South City Construction (Partnership Firm), Pearl
Apartment Hanskhalipole, Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN -
711109

Identified by Mr Pronab Dutta, Son of Late P R Dutta, Howrah Court, P.O: Howrah, Thana: Howrah, City/Town:
HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 27-07-2018 by Mr Bikash Banerjee, partner, South City Construction (Partnership Firm),
Pearl Apartment Hanskhalipole, Andul Road, P.O:- D S Lane, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN -
711109

Identified by Mr Pronab Dutta, Son of Late P R Dutta, Howrah Court, P.O: Howrah, Thana: Howrah, City/Town:
HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,046/- (B = Rs 10,000/-, E = Rs 14/-, H =
Rs 28/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,046/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 27/07/2018 11:44AM with Govt. Ref. No: 192018190267104311 on 27-07-2018, Amount Rs: 10,046/-,
Bank: State Bank of India (SBIN0000001), Ref. No. IK00RUKJB1 on 27-07-2018, Head of Account 0030-03-104-001-
16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,011/- and Stamp Duty paid by Stamp Rs 5,000
by online = Rs 5,011/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 5546, Amount: Rs 5,000/-, Date of Purchase: 26/04/2018, Vendor name: S
Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 27/07/2018 11:44AM with Govt. Ref. No: 192018190267104311 on 27-07-2018, Amount Rs: 5,011/-, Bar
State Bank of India (SBIN0000001), Ref. No. IK00RUKJB1 on 27-07-2018, Head of Account 0030-02-103-003-02

Tapas Dutta

Tapas Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
Howrah, West Bengal

Major Information of the Deed :- I-0501-03839/2018-27/07/2018

ate of Registration under section 60 and Rule 69.
stered in Book - I
ame number 0501-2018, Page from 120882 to 120909
g No 050103839 for the year 2018.



Digitally signed by TAPAS DUTTA
Date: 2018.08.06 15:38:55 -07:00
Reason: Digital Signing of Deed.

Tapas Dutta

(Tapas Dutta) 8/6/2018 03:38:46 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
West Bengal.

(This document is digitally signed.)