



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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1 9 APR 2021

## **DEVELOPMENT AGREEMENT**

THIS AGREEMENT FOR DEVELOPMENT is made on this (9th day of Apor), 2021 (Two Thousand Twenty

BETWEEN

1)SRI. AJIT KUMAR DEY (PAN-ANBPD0691G) (AADHAAR NO.801310611309), 2) SRI. SUJIT KUMAR DEY (PAN-AMZPD9027F) (AADHAAR-894077704888), 3) SRI. RANAJIT DEY (PAN-FGJPD5343B) (AADHAAR-610772370941) and 4) SRI. INDRAJIT DEY (PAN-BWDPD7780E) (AADHAAR-620690114244), all are son of Late Nani Bhushan Dey, by nationality Indian, by faith Hindu, by occupation -Business, residing at R-31, Kamdahari Purbapara, P.O. Garia, P.S. Bansdroni, Kolkata-700084, Dist- South 24 Parganas, hereinafter called and referred to as the "LAND OWNERS" (which expression shall unless exclude by or repugnant to the context be deemed to mean include theirs heirs, executors, administrators, legal representatives and assigns) of the ONE PART/FIRST PARTY;

#### AND

SRI. SOUMYAJIT MAITI (PAN-AYNPM6694H) (AADHAAR NO. 411907354656), son of Sri Ranjit Kumar Maiti, by Religion-Hindu, by Occupation-Business, by Nationality Indian, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdroni, Kolkata-700084, sole Proprietor of M/S. SOUMYA CONSTRUCTION, having its office at T-21, Subhash Pally, Kolkata-700084, hereinafter called and referred to as the "DEVELOPER/PROMOTER" (which term or expression shall unless exclude by or repugnant to the context be deemed to mean and include its successors or successors-in-office and administrators) of the OTHER PART/SECOND PARTY.

<u>WHEREAS</u> one Bholanath Pan was the recorded owner of ALL THAT shali land measuring about 13 Decimals lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, R.S. dag No. 778 corresponding L.R. Dag No. 778 under R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at present Bansdroni, Kolkata-700084, District South 24 Parganas as absolute sixteen annas owner of the said landed property

AND WHEREAS while the said Bhola Nath Pan was in peaceful and uninterrupted possession of ALL THAT shali land measuring about 13 Decimals lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, C.S. Dag No. 778 corresponding R.S. dag No. 778 corresponding L.R. Dag No. 778 under C.S. Khatian No. 86 corresponding R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at

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present Bansdroni, Kolkata-700084, District South 24 Parganas sold, transferred and conveyed the said land to one Smt. Sudharani Biswas for a valuable consideration by a registered Deed of Sale (Bikroy Kobala) dated 18.02.1959 registered at the office of S.R.O. at Alipore and recorded in Book No. 1. Volume No. 27, pages 234 to 237, being Deed No. 1350 for the year 1959.

AND WHEREAS the said Smt. Sudharani Biswas sold ALL THAT piece and parcel of shali land measuring about 4 Cottahs out of 13 decimals of land lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, C.S. Dag No. 778 corresponding R.S. dag No. 778 corresponding L.R. Dag No. 778 under C.S. Khatian No. 86 corresponding R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at present Bansdroni, Kolkata-700084, District South 24 Parganas sold, transferred and conveyed the said land to one Sri. Moni Dutta alias Sukhen Dutta son of Late Hem Chandra Dutta of 16A, Naskar Para Lane, P.O. Dhakuria, P.S. Kasba, Kolkata-700031 for a valuable consideration by virtue of a registered Deed of Sale (Bikroy Kobala) dated 9.03.1990 registered at the office of S.R.O. at Alipore and recorded in Book No. I, Volume No. 2, page from 42 to 48, being Deed No. 710 for the year 1990.

AND WHEREAS Due to various reasons the said Sri. Moni Dutta alias Sukhen Dutta son of Late Hem Chandra Dutta of 16A, Naskar Para Lane, P.O. Dhakuria, P.S. Kasba, Kolkata-700031 appointed his Constituted Attorney namely Smt. Champa Dey by virtue of Deed of Power of Attorney dated 16.10.2007 registered at the office of D.S.R. III at Alipore and recorded in Book No. IV, Volume No. 2, page from 1729 to 1735, being Deed No. 00934 for the year 2007 and gave her permission to sell ALL THAT piece and parcel of shali land measuring about 4 Cottahs out of 13 decimals of land lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, C.S. Dag No. 778 corresponding R.S. dag No. 778 corresponding L.R. Dag No. 778 under C.S. Khatian No. 86 corresponding R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at present Bansdroni, Kolkata-700084, District South 24 Parganas.

AND WHEREAS the said Moni Dutta alias Sukhen Dutta recorded his name in Kolkata Municipal Corporation and got the Premises No.487 Kamdahari Purbapara, being Assessee No.31-111-12-0487-5.

AND WHEREAS the said Moni Dutta alias Sukhen Dutta sold ALL THAT piece and parcel of shali land measuring about 4 Cottahs out of 13 decimals of land lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, C.S. Dag No. 778 corresponding R.S. dag No. 778 corresponding L.R. Dag No. 778 under C.S. Khatian No. 86 corresponding R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at present Bansdroni, Kolkata Municipal Premises No.487 Kamdahari Purbapara, under Kolkata Municipal Corporation Ward No. 111, Assessee No.31-111-12-0487-5, A.D.S.R. Alipore, Kolkata-700084, District South 24 Parganas by virtue of a registered Deed of Sale dated 16.10.2020 registered at the office of S.R.O. at Alipore and recorded in Book No. I. Volume No. 1605-2020, page from 110753 to 110779, being Deed No. 3030 for the year 2020 sold, transferred and conveyed the said land to the present owners for a valuable consideration.

AND WHEREAS the said Smt. Sudharani Biswas sold ALL THAT piece and parcel of shali land measuring about 4 Cottahs out of 13 decimals of land lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, C.S Dag No. 778 corresponding R.S. dag No. 778 corresponding L.R. Dag No. 778 under C.S. Khatian No. 86 corresponding R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at present Bansdroni, Kolkata-700084, District South 24 Parganas sold, transferred and conveyed the said land to the father of present land owners named Late Nani Bhusan Dey for a valuable consideration by virtue of a registered Deed of Sale (Bikroy Kobala) dated 04.05.1964 registered at the office of S.R.O. at Alipore and recorded in Book No. I. Volume No. 65, pages 247 to 250, being Deed No. 3352 for the year 1964.

AND WHEREAS while the said Nani Bhusan Dey enjoyed the said land in khas died intestate on 06.01.1972 leaving behind him surviving his wife namely Smt. Renuka Dey and his four sons namely Sri Ajit Kumar Dey, Sri Sujit Kumar Dey, Sri. Ranajit Dey and Sri Indrajit Dey as his only legal heirs. After that Smt. Renuka Dey

died intestate on 26.12.2017 leaving behind her surviving her four sons namely Sri. Ajit Kumar Dey, Sri. Sujit Kumar Dey, Sri. Ranajit Dey and Sri. Indrajit Dey as her only legal heirs and left none else and the said four sons inherited the property left by the said deceased Nani Bhusan Dey and his wife Smt. Renuka Dey and jointly enjoyed the said property in ejmali rights.

AND WHEREAS the present Land Owners namely Sri Ajit Kumar Dey, Sri Sujit Kumar Dey, Sri. Ranajit Dey and Sri Indrajit Dey recorded theirs name in Kolkata Municipal Corporation and got the Premises No.231 Kamdahari Purbapara, being Assessee No. 31-111-12-0231-3.

AND WHEREAS the present Land Owners namely Sri Ajit Kumar Dey, Sri Sujit Kumar Dey, Sri. Ranajit Dey and Sri Indrajit Dey become sole and absolute owners of ALL THAT piece and parcel of shali land measuring about 8 Cottahs of land lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, C.S Dag No. 778 corresponding R.S. dag No. 778 corresponding L.R. Dag No. 778 under C.S. Khatian No. 86 corresponding R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at present Bansdroni, Kolkata Municipal Premises No.487 Kamdahari Purbapara and 231 Kamdahari Purbapara under Kolkata Municipal Corporation Ward No. 111, Assessee No.31-111-12-0487-5 and 31-111-12-0231-3 Kolkata-700084, District South 24 Parganas.

AND WHEREAS now the present land owners herein amalgamated their land in Kolkata Municipal Corporation in to a single Premises No i.e. Premises No.231 Kamdahari Purbapara, being Assessee No. 31-111-12-0231-3.

AND WHEREAS the Land Owners now desirous to construct a multistoried building and want to give ALL THAT piece and parcel of shali land measuring about 8 Cottahs of land lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, C.S Dag No. 778 corresponding R.S. dag No. 778 corresponding L.R. Dag No. 778 under C.S. Khatian No. 86 corresponding R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at present Bansdroni, Kolkata Municipal Premises No. 231 Kamdahari Purbapara (Mailing Address No. R-31, Kamdahari Purbapara) under Kolkata Municipal Corporation Ward No. 111, Assessee No. 31-

111-12-0231-3, A.D.S.R. Alipore, P.O. Garia, Kolkata-700084, District South 24 Parganas, to the developer herein to develop the property by raising a G+IV storied building thereon.

AND WHEREAS the developer has now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this development agreement for further guidance concerning mutual rights and obligations.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES

HEREIN AS FOLLOWS: NOW THIS DEVELOPMENT OF AGREEMENT

WITNESSETH as follows:

### <u>ARTICLE -I</u> (DEFINITION)

- 1. LAND OWNERS: 1)SRI. AJIT KUMAR DEY (PAN-ANBPD0691G) (AADHAAR NO.801310611309), 2) SRI. SUJIT KUMAR DEY (PAN-AMZPD9027F) (AADHAAR-894077704888), 3) SRI. RANAJIT DEY (PAN-FGJPD5343B) (AADHAAR-610772370941) and 4) SRI. INDRAJIT DEY (PAN-BWDPD7780E) (AADHAAR-620690114244), all are son of Late Nani Bhushan Dey, by nationality Indian, by fåith Hindu, by occupation Business, residing at R-31, Kamdahari Purbapara, P.O. Garia, P.S. Bansdroni, Kolkata-700084, Dist- South 24 Parganas.
- 2. DEVELOPER: SRI. SOUMYAJIT MAITI (PAN-AYNPM6694H) (ADHAR NO. 411907354656), son of Sri Ranjit Kumar Maiti, by Religion-Hindu, by Occupation-Business, by Nationality Indian, residing at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdroni, Kolkata-700084, sole Proprietor of M/S. SOUMYA CONSTRUCTION, having its office at T-21, Subhash Pally, Kolkata-700084.
- 3. ARCHITECT: The Architect shall mean who has for the time being, been appointed by the Developers/Contractors for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developers/Contractors time to time.
- 4. COMMON EXPENSES shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the premises as more fully detailed in the Third Schedule hereto. COMMON PORTIONS shall mean all the

common areas and installations to comprise in the premises after the development as more fully detailed in the Second Schedule hereto.

- 5. COMMON PORTIONS shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Second Schedule hereto.
- ARBITRATOR shall mean such person or persons whom the DEVELOPER and OWNER jointly may from time to time appoint as the Arbitrator for the Project.
- MUNICIPALITY shall mean the Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.
- 8. LAND shall mean ALL THAT piece and parcel of shali land measuring about 8 Cottahs of land lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, C.S Dag No. 778 corresponding R.S. dag No. 778 corresponding L.R. Dag No. 778 under C.S. Khatian No. 86 corresponding R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at present Bansdroni, Kolkata Municipal Premises No. 231 Kamdahari Purbapara (Mailing Address No. R-31, Kamdahari Purbapara) under Kolkata Municipal Corporation Ward No. 111, Assessee No. 31-111-12-0231-3, A.D.S.R. Alipore, P.O. Garia, Kolkata-700084, District South 24 Parganas.
- 9. NEW BULDING shall mean and include the G + IV storied building to be constructed in the said Property as per the sanctioned Building plan or plans to be sanctioned by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved at the costs of the Developer.
- 10. COMMON FACILITIES: shall mean and include stair-cases, common passages, open spaces, water supply system, water pump and motor, septic tank, Electric lines, Lift Facilities, Land, Boundary Walls, roof, main gate, corridors of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the schedule "THIRD" herein below.

- 11. OWNERS' ALLOCATION AS FIXED AS FOLLOWS: In the new G+IV storied Building, be constructed on the land described here under the FIRST SCHEDULE land, the LAND OWNERS shall get:-
- ALL THAT 50% of the GROUND FLOOR.
- ALL THAT the entire SECOND FLOOR.
- iii) ALL THAT 50% of the THIRD FLOOR at Front side.
- iv) ALL THAT 50% of the FORTH FLOOR at Back side.

Further, be it mentioned here that the land owners' allocation shall be provided Together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owner against his allocated portion.

- 12. DEVELOPER'S ALLOCATION: save and except owners' allocation mentioned above, the rest of all constructed/salable area of the total F.A.R./Constructed areas of G+ IV storied building i.e.
  - i) ALL THAT 50% of the GROUND FLOOR.
  - ii) ALL THAT the entire FIRST FLOOR.
  - iii) ALL THAT 50% of the THIRD FLOOR at Back side.
  - iv) ALL THAT 50% of the FORTH FLOOR at Front side.

In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated Portions could be sold, transferred and disposed of by the Developer Firm Residentially/Commercially or the Developers personally on the strength of Registered Development/General Power of Attorney to be executed by the Land Owner in favour of the Developer.

13. PLANS shall mean the plans of the new building which would be sanctioned and approved by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations / modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owner, it is agreed that before submission of the plan a formal written approval on a copy of the Plan

shall be obtained from the OWNERS and in case of any Revised Plan also such approval has to be taken.

- 14. PREMISES shall mean having comprised in the premises having an area of ALL THAT piece and parcel of shali land measuring about 8 Cottahs of land lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, C.S Dag No. 778 corresponding R.S. dag No. 778 corresponding L.R. Dag No. 778 under C.S. Khatian No. 86 corresponding R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at present Bansdroni, Kolkata Municipal Premises No. 231 Kamdahari Purbapara (Mailing Address No. R-31, Kamdahari Purbapara) under Kolkata Municipal Corporation Ward No. 111, Assessee No. 31-111-12-0231-3, A.D.S.R. Alipore, P.O. Garia, Kolkata-700084, District South 24 Parganas, more fully described in the FIRST SCHEDULE hereto.
- 15. PROJECT shall mean the work of the development undertaken to be done by the Builder/Developer in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Unit OWNERS.
- 16. PROPORTIONATE with all its cognate variations shall mean such ratio the covered area of any Unit or Units is in relation to the covered area of all the Units in the new building.
- 17. UNIT shall mean any flat in the new building is capable of being exclusively owned, used and/or enjoyed by any Unit Owner and which is not the common portion.
- 18. UNIT OWNER shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owner and the Developer/Builder for the Units held by them from time to time.
  - a) MASCULINE GENDER shall include the feminine and vice versa.
  - b) SINGULAR shall include the plural and vice versa.
- 19. SUBMISSION OF THE DOCUMENTS: at the time of agreement all original copy or the certify copy of original Deeds, tax receipt, documents and all other

related necessary papers shall be submitted by the OWNERS to the Developer and against this submission the Developer issue a proper receipt to the land owner for his documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developer's allocation and all other allied jobs and the Developer shall return all the documents/papers to the Owner after completion of the construction work.

- 20. SALEABLE SPACE: shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for independent use and occupation after making due provisions for the OWNERS' Allocation together with all proportionate common facilities and the space as required thereof.
- 21. EXTRA COST: that any extra work for OWNERS/intending purchaser/s, made by the Developer beyond the specification herein referred, should be at OWNERS/intending purchaser/s' cost but the boundary wall of the schedule land shall be made at the cost of the Developer for the better protection of the entire building.
- 22. FORCE MAJURE: shall mean flood, earthquake or riot, war, storm, tempest, strike, lock-out any Third party's action and/or any other act or commission beyond the control of the Parties hereto.
- 23. TRANSFER: with its grammatical variation shall include transfer by possession and by any other mean adopted for the effecting what is understood as a transfer of space in multistoried building to purchase thereof.
- **24**. **TRANSFEREE:** shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.
- 25. BUILT UP AREA: means the Covered area of the flat or any Covered Constructed portions along with the proportionate share of stair case and lift if provided.
- 26. SUPER BUILT UP AREA: means Built up area plus proportionate share or interest of the common land, common area, facilities, proportionate undivided common right to use land, Top roof of the Building, share of meter room, septic tank, drainage and sewerage whatsoever for common purpose and for those facilities the Developer may add any percentage as per his choice with the Covered area or built up area.

## ARTICLE-II COMMENCEMENT

The agreement shall deem to have commenced with effect from the date of execution of these presents.

# ARTICLE - II OWNERS' OBLIGATION

- **2.1** The 'OWNERS' have agreed to produce the original papers of the above mentioned schedule land to the Developer.
- **2.2** The 'OWNERS' have agreed to make over possession of the said property now within his possession of the schedule land as and when required by the Developer for new construction thereon.
- 2.3 Subject to the proceeding clause, the 'OWNERS' hereby grant exclusive license and permission to the 'developer' to construct, erect and complete a multistoried building including the 'owner's' share/allocation on the said property in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and/or relevant Statutory Authority and handover the possession to the Land Owner within a stipulated period of 34 months from the date of signing of this agreement if the Developer will not be able to hand over the possession within the stipulated period of 34 months from the date of signing of this agreement then the OWNER will give them another 6 months as a grace period as mutually agreed upon by the parties hereto.
- 2.4 That after completion of construction and delivery of possession of OWNERS allocation in the new building, the OWNERS shall convey and transfer to the Builder and/or their nominee or nominees i.e. prospective purchaser/s therein the undivided proportionate share in the land appurtenant to the flats, car parking space, shop room etc. out of Builder's allocation directly or through Development Power of Attorney which must to be executed after the execution of this Agreement For Development, be treated as related documents.
- 2.5 The OWNERS shall execute and register one Development Power of Attorney in favour of the Developer and to enter into an Agreement with the intending Purchaser/s in respect of the Developer Allocation Flat by receiving money from them. The OWNER shall execute Deed of Sale/Deed of Agreement in respect of the undivided proportionate share of land or flat and spaces in favour of

any Purchaser/s nominated by the said Attorney and to present the Deed/s before the Registrar or Sub-Registrar to admit, execute of any deed executed by the Attorney on his behalf and receive consideration money and to give discharge thereof in respect of the said property.

- 2.6 The OWNERS hereby undertake that the developer/promoter shall be entitled to the construction and shall enjoy their allocation without any interference or disturbance provided the developer/promoter performs and observes and fulfills all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.
- 2.7 The OWNERS hereby agrees and covenants with the DEVELOPER not to do any act, deed or thing whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any of the DEVELOPER allocated portion in the building after completion of the new building.
- 2.8 The OWNERS hereby agree and covenant with the developer/promoter not to do any act, deed or thing whereby the developer/promoter may be prevented from selling, assigning and/or disposing of any of developer's/promoter's allocation.
- 2.9 The OWNERS hereby agree and covenant with the developer/promoter not to let out, grant, lease, and mortgage and/or charge the said property or any portion thereof for any reason whatsoever.
- 2.10 The OWNERS hereby agree and covenant with the developer/promoter to execute all the papers that may be necessary in terms of the West Bengal Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993 and/or rules framed there under.
- 2.11 That the OWNERS shall sign, execute and register all necessary papers, and documents as would be required for obtaining the sanctioned building plan from Kolkata Municipal Corporation and shall attend all courts, offices, registration offices as and when the OWNERS presence would be required and the developer shall pay or bear all costs and incidental charges for the purpose aforesaid.

#### <u>ARTICLE - III</u>

### OWNERS' RIGHTS AND REPRESENTATIONS

3.1 The 'OWNERS are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land.

- 3.2 None other than the said 'OWNERS have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
- 3.3 The said property is free from all encumbrances, charges, liens, lispendens, trusts, attachments, acquisitions/requisitions whatsoever and however.
- 3.4 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.
- 3.5 The Owners shall exclusively entitled to Owners' Allocation in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the peaceful possession of the Owners' Allocation.

#### **ARTICLE-IV**

#### DEVELOPER'S/PROMOTER'S RIGHTS

- **4.1.**If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the 'OWNERS' and the 'developer' shall pay and bear all fees including Architect's fees, Municipal fees, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building.
- 4.2. Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the 'OWNERS' of the said property or any part thereof to the 'developer' or is creating any right, title or interest in respect thereof of the 'developer' other than an exclusive license to the 'developer' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the developers' allocation in the building in the manner hereafter stated.
- **4.3.**The developer will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises.
- **4.4.**The developer shall exclusively entitled to <u>DEVELOPER'S ALLOCATION</u> in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the OWNERS and the owner shall not in any way interfere with or disturb the quiet and peaceful; possession of the <u>DEVELOPER'S ALLOCATION</u>.

**4.5.**The decision of the **DEVELOPER** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be standard one. However, the **OWNERS** shall have the right of inspection the project from time to time if required.

**4.6.**The OWNERS will give all original documents/papers to the Developer in time of execution of this agreement and also take a receipt from the developer and the Developer shall also return all the documents/papers to the OWNERS after completion of the construction work and sale of all flats/units under Developer's Allocation.

4.7. The developer shall be deemed to be the Confirm Attorney/Agent of the Land Owners and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer's allocated portion Together with proportionate undivided proportionate share of land along with other facilities, privileges subject to restriction as per Apartment Act, 1972, followed by its amendment day by day on the strength of this Registered Development Power of Attorney executed by the LAND OWNERS in favour of the Developer Firm and/or in the name of SRI. SOUMYAJIT MAITI (PAN AYNPM6694H), son of Sri Ranjit Kumar Maiti, by Religion-Hindu, by Occupation-Business, residing at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdroni, Kolkata-700084, sole Proprietor of M/S. SOUMYA CONSTRUCTION, having its office at T-21, Subhash Pally, Kolkata-700084 where the LAND OWNERS shall also give the Developer's Firm exclusive lawful power, right and authority to construct the said building along with the right and Authority to sell or transfer all Developer's allocated portions exclusively and independently, comprised of the new building be erected on the land described here under the FIRST SCHEDULE.

4.8. The Developer shall be authorized in the name of the OWNERS in so far as in necessary to apply for and obtain quotas entitle required for cement, steel, bricks and other Building materials required for the entire construction of the Building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage and/or Gas to the building and other facilities required for the construction of enjoyments of the Building facilities required for the construction of enjoyments of the building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all

others out goings shall be borne by the Developer and in the same way from the date of taking possession of the Land OWNERS allocated portion by the Land OWNERS, they will bear the aforesaid all outgoing expenses for their respective allocated portion only. Be it mentioned here that the Land OWNERS shall clear all rent, rates, Municipal Taxes and other liabilities whatsoever the OWNERS had or have till the date of delivery of land to the Developer, the Second Party herein and then the Developer shall bear the same on behalf of the land OWNERS.

4.9.That the developer will have the right and authority to execute and register the Deed of Conveyance/s or any other documents unto and in favour of the intending prospective Purchaser/s or other as the case may be on the basis of the Development Power of Attorney in respect of the Flats etc. belonging to the Developer's allocation. The Owner hereby agreed to make themselves available if necessary at the time of registration of the Deed of Conveyance/s in favour of the Purchaser to execute the same as the OWNERS/Vendor in respect of the property under reference but in normal condition at all material times, the Developer is entitled to execute, present and give registration of any Flat/Commercial area or any unit in favour of the intending Purchaser/s, take full or part consideration of the said sold area, admit registration by signing Deed Return Receipt on the strength of Development Power of Attorney executed by the Land OWNERS in favour of the Developer's Firm or personally to its sole proprietor and also on the strength of this Development Agreement.

#### ARTICLE - V

#### DEVELOPER'S/PROMOTER'S OBLIGATION

- 5.1 The developer/promoter hereby agrees and covenants with the OWNERS to complete the construction of the building within the stipulated time as stated herein. Only on reasonable ground and on request of the developers/promoters the owner may consider and extend the completion period of the said construction on the said property.
- 5.2 That the developer will be obliged to pay upto date all corporation taxes, B.L. & L.R.O. khajna, corporation mutation, B.L. & L.R.O. mutation.
- 5.3 The Developer shall be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire holding if any. But during construction work of the venture all the liabilities in

connection with the construction work shall be paid only by the DEVELOPER even at the time of construction work if any labour or mason or any man connected with said venture dies due to accident OWNERS shall not be held responsible and liable to pay any compensation for the same.

- 5.4 The developer/promoter hereby agrees and covenants with the OWNERS not to violate or contravene any of the provisions or rules applicable for construction of the building as result of which the obligation and liabilities will accrue upon the owner.
- 5.5 The developer/promoter hereby agrees and covenants with the owner not to do any act, deed or thing whereby the OWNERS are prevented from enjoying, selling, assigning and/or disposing of any of the OWNERS' allocation on the building.
- 5.6 The developer/promoter hereby agrees and covenants with the owners to give Rs. 6,500/- (Rupees Six Thousand Five Hundred) only per month to each owner as temporary rent purpose after one year from singing of this agreement.
- 5.7 That upon completion of construction of the new building, the builder shall inform the OWNERS to take delivery of possession of the OWNERS' allocated area in the new building in good and habitable condition and the OWNERS within 60 days from the date of such intimation shall take possession of his allocations thereon and the land OWNERS shall have to pay all rent, rates and taxes and others out goings from the date of taking land owners' allocation as per notice serves.

#### ARTICLE - VI

## FURTHER OBLIGATIONS MUTUALLY AGREED BY THE OWNERS AND THE DEVELOPER/PROMOTER

- 6.1 The OWNERS hereby agrees and covenants with the developer/promoter that as soon as the OWNERS' allocated areas will be completed as per specification and satisfactory condition, and/or request of the developer/promoter to take possession of their mentioned allocation.
- 6.2 That the OWNERS shall be exclusively entitled to deal with OWNERS' allocation in the new building and the builder/developer shall be exclusively entitled to the developer's allocated area therein and the developer shall be at liberty to sell/transfer his/its allocated portion in favour of any person or persons at any

consideration which may be considered by the Developer/Builder and the owner shall not entitled to interfere in any manner.

#### ARTICLE - VII

#### **FORCE MAJEURE**

- 7.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.
- 7.2 Force majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock out, order of injunction, and/or any other order of a statutory authority and any other act or commission beyond the control of the parties hereto.

#### **ARTICLE-VIII**

#### **JURISDICTION**

The courts of South 24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.

#### ARTICLE IX

#### **ARBITRATION**

All disputes and differences between the parties hereto arising out of this agreement regarding the construction or interpretation of any of the terms and conditions herein or determination of any liability or otherwise touch these presents shall be referred to a sole Arbitrator to be nominated by both the parties with regard to appointment of the Sole Arbitrator. Each party shall nominate their own Arbitrators and the same be deemed to be reference with the meaning of the Arbitration and Conciliation Act, 1996 and/or the act as may be enacted and the Statutory Amendments or modification there under and the Award given by such Arbitrators shall be binding and conclusive on the parties hereto. The Arbitrator shall have summery powers.

The Arbitrators shall have the power to appoint an Umpire in case of any difference such award to be passed by the Umpire shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

# FIRST SCHEDULE (DESCRIPTION OF THE LAND)

ALL THAT piece and parcel of shali land measuring about 8 Cottahs of land lying and situated in Mouza Kamdahari, Touzi No. 14, J.L. No. 49, R.S. No.200, R.S. Pargana Magura, C.S. Dag No. 778 corresponding R.S. dag No. 778 corresponding L.R. Dag No. 778 under C.S. Khatian No. 86 corresponding R.S. Khatian No. 472 corresponding L.R. Khatian No.506, P.S. formerly Tollygunge then Jadavpur then Regent Park now at present Bansdroni, Kolkata Municipal Premises No. 231 Kamdahari Purbapara (Mailing Address No. R-31, Kamdahari Purbapara) under Kolkata Municipal Corporation Ward No. 111, Assessee No. 31-111-12-0231-3, A.D.S.R. Alipore, P.O. Garia, Kolkata-700084, District South 24 Parganas, their property is butted and bounded as follows:-

ON THE NORTH : by land of Late Subrata Sengupta and Late Sudharani Biswas;

ON THE SOUTH : by land of Asit Bhattachaya and Rajiv Modak;

ON THE EAST : by land of Late M Mitra;

ON THE WEST : by 24 ft. wide K.M.C. Road;

#### SECOND SCHEDULE

OWNERS' ALLOCATION: In the new G +IV storied Building, be constructed on the land described here under the FIRST SCHEDULE land, the LAND OWNERS shall get:-

- v) ALL THAT 50% of the GROUND FLOOR.
- vi) ALL THAT the entire SECOND FLOOR.
- vii) ALL THAT 50% of the THIRD FLOOR at Front side.
- viii) ALL THAT 50% of the FORTH FLOOR at Back side.

Further, be it mentioned here that the land owners' allocation shall be provided Together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owner against his allocated portion.

DEVELOPER'S ALLOCATION: save and except owner's allocation mentioned above, the rest of all constructed/salable area of the total F.A.R./Constructed areas of G+ IV storied building i.e.

- v) ALL THAT 50% of the GROUND FLOOR.
- vi) ALL THAT the entire FIRST FLOOR.
- vii) ALL THAT 50% of the THIRD FLOOR at Back side.
- viii) ALL THAT 50% of the FORTH FLOOR at Front side.

In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated Portions could be sold, transferred and disposed of by the Developer Firm Residentially/Commercially or the Developers personally on the strength of Registered Development/General Power of Attorney to be executed by the Land Owner in favour of the Developer.

#### THIRD SCHEDULE

#### [COMMON FACILITIES]

- The right in common with the other purchaser for the use of the common parts for egress and ingress and right in undivided proportioned share of land
- 2. The right of passage in common with other purchaser to get electricity, water connection, gas connection, from and to any other init or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary for beneficial use and occupation of the other parts, of the building.
- 3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.
- All essential and easement rights applicable to ownership flat as per apartment rule and possible in that area.
- Common area, the stair case and its landing passage, outer wall, roof, overhead tank, reservoir, common pump machine, entrance, all vacant portions.

## FOURTH SCHEDULE

#### (COMMON EXPENSES)

- All cost of maintenance, operating redecorating and lighting the common portions including the outer walls of the building, parking spaces and boundary walls.
- The salaries and all expenses for the all persons employed for the common purpose.

- Municipal and other rates, taxes and levies and all other outgoings save those separately assessed from incurred in respect of any unit.
- Cost of establishment and operations of the society (if society form) relating to the common purpose.
- 5. All other expenses and outgoings as are deemed by the society to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation, painting and/or periodic repainting of the common portions.
- Maintenance of lift, lift's shaft and it's machine and other electrical parts and components.

#### FIFTH SCHEDULE

#### [TECHNICAL SPECIFICATION OF THE BUILDING]

: As per Kolkata Municipal Corporation 1. Foundation Structural Sanction Plan. : As per Kolkata Municipal Corporation Structural 2. Plinth Sanction Plan. : As per Kolkata Municipal Corporation Structural Super Structure 3. Sanction Plan. : As per Kolkata Municipal Corporation 4. Walls Structural Sanction Plan.

5. Floor Finishing Skirting Dado etc.: Marble flooring 4" skirting and margin and 6'-4" Dado to bath and privy and 3' ft. Height glazed tiles above cooking platform and at toilet marble flooring to 7' (lintel level) from the floor height.

6. Plaster: the outside of the building wall have cement plaster (1:6)  $\frac{3}{4}$  (Average) where at the inside and the ceiling plaster will be  $\frac{1}{2}$  thick. (Average) in 1:4 with plaster of a paris finishing inside and outside plaster shall be of cement and sand.

- 7. Outside Painting : Weather Coat
- 8. Doors: (a) Main door Wooden Frame (Sal Wood), waterproof, flash door (Elgin) and Godrej Lock.
- (b) Bedroom door Wooden Frame (Sal Wood), waterproof, flash door (Elgin), Godrej Lock and Eye hole.
  - (c) Toilet door P.V.C (Raunaque, Ultima), Chocolate Color.
- 9. Windows: Aluminum Sliding windows with (12mm Sq. bar) plain grill (local).
- 10. Toilet Fitting:
- (a) One W.C. and white commode (Hindware) with white P.V.C. cistern (Reliance).
- (b) One Head Shower & One commode Shower
- 11. Kitchen: The Kitchen will have a cooking platform with granite, one 20"\*16" stainless steel sink (Baishali) with water connection, one point with bib-cock, will be provided in the kitchen, glazed tiles will be in front of cooking base (lentel level) with marble flooring. There will be no door and arch at open kitchen. If the kitchen separates, there will be door.

- W.C.: There will be no geyser and shower.
- 13. Stair Case & Floor: (a) Stair Case marble/granite floor will be provided.
- Sanitation & Cleanliness: Proportioned expenses of all owners/occupiers after competition of construction.
- 15. Electricals: Concealed wiring with copper wires (Finolex) wiring for installation and all switch board will be used Finolex.
- Each bed room: 1 light point in two wall, 1 fan point, 2 plug points (5 amp), 1
   A.C. point, cupboard if possible
- b) Living/Dining: 2 light points, 2 fan point, 2 plug points (5 amp), Washing machine point, Fridge point, TV point.
- c) Kitchen: 1 light, Exhaust point, Chimney point, Mixer point, Water filter point, Microwave point, 1 power point (15 amp).
- d) W.C.: 1 light point (5 amp)
- e) Toilet: 1 light, 1 exhaust fan point (5 amp), 1 plug point (15 amp), Geyser, Mixer, Exhaust point
- f) Each Balcony: 1 light point (5 amp)
- g) Required points for pump, stair, common passage and roof.
- 17. Lift Facility.
- 18. Water Supply: One R.C.C. Overhead Reservoir provided on the top of the last roof as per design.
- 19. Rod Durgapur
- 20. Marble 2'\*2', 2'\*2<sup>1</sup>/<sub>2</sub>, 2'\*3' in drawing, dining and hall.
- 21. Cement Ambuja/Ultra Tech/ lafarje
- 22. Balcony railing 1" Square pipe (3' height) local.

The suitable electric pump with motor will be installed at the ground floor to deliver water to overhead reservoir from R.S.M. Supply.

All the above technical specification is subject or being approved by Kolkata Municipal Corporation Authority and the same may be altered depending upon the size of the flat concerned and on mutual agreement between the Developer and Owner/Purchaser.

Anything extra if demanded by the Owners or intending Purchaser apart from the technical specification given is Fourth Schedule that shall be made or done by the cost of the Owner/Purchaser.

IN WITNESS WHEREOF the parties hereto have put their signature on this day, month and year first above written.

## WITNESSES:-

1. Smhin Kundal Alijore Police Coust Kol-ZZ Sujit Komer By Ranejut Dey Lanejut Dey

SIGNATURE OF LAND OWNERS

2. BodhisahnBm Dipnefolierceur Ust 21

SOUMYA CONSTRUCTION

Soumpojit Haiti

Proprietor

SIGNATURE OF DEVELOPER

Drafted By:

Bodhisatwa Bam BODHISATWA BASU

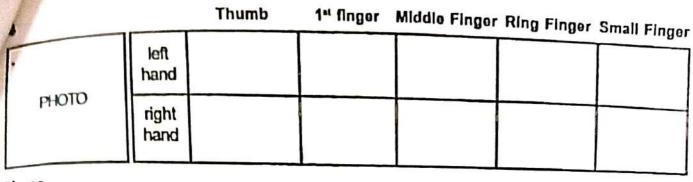
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(ADVOCATE)

Enrl No. WB/2138/2009

Alipore Police Court

Kolkata- 700 027



Name .....

Signature .....



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Signature Sust Kumar R1



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Name ......
Signature .....

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आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड Permanent Account Number Card

ANBPD0691G

AJIT KUMAR DEY

चिता का नाम / Father's Name NANI BHUSAN DEY

जन्म की तारीख / Date of Birth 04/04/1952

रम्ताक्षर / Signature

्गार संस्कार



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्ड्रम् कार्ड के खोने/माने पर कृपमा सूचित करें/लौटाएं: भायकर पैन सेवा इकाई, एन एस डी एल 5-बी मंबिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8, मॉडल कालोनी, दीप बंगला चौक के पास, पुणे - 411 016.

If this card is lost/someone's lost card is found, please inform/return to:
Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune: 411 016.
Tel: 91/20-27/21/8080/Fax-91-20-27/21/8081
e-mail: tininfo@nsdl.co.in

आयकर विभाग भारत सरकार INCOME TAX DEPARTMENT GOYT. OF INDIA SUJIT KUMAR DEY NANI BHUSHAN DEY 16/03/1957 Permanent Account Number AMZPD9027F Sugit Kurrer Ky Signature

Sight Kumar fr

In case this rard is lost / found, kindly inform / return to income Tax PAN Services that, UTITSL > Plot No. 3, Sector 11, CRD Belapur, इस काड के खोत / याने घर कृपया सुचित करें / लीटाएं ; आयकर पेन सेवासकट : LITUS] प्लाटन ही सर्वेड ५५ , सो थी ही बेलापर, नवी सर्वेड १८० हो :

## ्रआयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड Permanent Account Number Card

FGJPD5343B

नाम / Marrie RANAJIT DEY

पिता का पाम / Father's Name NANI BHUSAN DEY

15022019

Date of Birth 29/01/1985

Ranigal Dey

आयकर विभाग

INCOME TAX DEPARTMENT

INDRAJIT DEY

NANI BHUSAN DEY

01/01/1967

Permanent Account Number

BWDPD7780E

Sarajit Day

Signature



भारत सरकार GOVT OF INDIA





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इस कार्ज को को ने / पाने पर कृषया पूजित करें / लीटाएं: आयकर पैनशेया इकाई, एम एस डी एल 5 वी मंजिल, मंझी रहिला, प्लीट नं, 341, राठें नं, 997/8, मंडिल क्रालोनी, दीप बंगला चीक के पास, पुणे – 411 016.

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

Income Tax PAN Services Unit, NSDL 5th floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pune – 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 c-mail: tininfo@nzdl;co.in

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## ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

#### ভারত সরকার Unique Identification Authority of India Government of India

ডাদিকাডুকির আই ডি/Enrollment No.: 1040/19542/36274

- ম Te র বোদীসম বদু E Bodhisatwa Basu ত V-54/23 BRAHMAPUR, GHOSH PARA GARIA Kolkata Garia South Twenty Four Parganas West Bengal 700084
  - MN185850459DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

8863 4878 8209

আধার - সাধারণ মানুষের অধিকার



GOVERNMENT OF MOVE



বোদীসম বসু Bodhisative Basu Post : কাশি কুমার বসু Father : PRADIP KUMAR BASI মন্ত্ৰ সদা / Year of Birth : 1985



8863 4878 8209

আধার - সাধারণ মানুষের অধিকার



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Government of India

ভালিকাভুক্তির নম্বর/Enrolment No.: 1213/30001/00431

To সুজিত কুমার দে SUJIT KUMAR DEY S/O Nani Bhusan Dey R-31 KAMD Garia KAMDAHARI PURBA PARA South 24 Parganas Garia west Bengal - 700084 8478820022



আপনার আধার সংখ্যা / Your Aadhaar No. :

8940 7770 4888 আমার আধার, আমার পরিচয়



্রভারত সরকার Government of India



সুজিত কুমার দে SUJIT KUMAR DEY জন্মতারিখ/ DOB: 16/03/1957



আধার, আমার পরিচয়



- n আধার পরিচ্যের প্রমাণ, নাগরিক্**রে**র প্রমাণ ন্য
- ম পরিচ্যের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা পাত করুল
- उठा এक देलकुनिक धिक्याय छित्री पठ

#### INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.
- আধার সারা দেশে মানা।
- ৯ আধার ভবিষাতে সরকারী ও বেসরকারী পরিবেব। গ্রাম্ভির সহায়ক হবে।
- Aadhaar is valid throughout the country
- Aadhaar will be helpful in availing Government and Non-Government services in future



ভারতীয় বিনিষ্ট প্ররিচন প্রাধিকরণ Unique Identification Authority of India

S/O ননী ভূৰণ দে. আর-31, কামভহরী পূর্ব পাড়া, গড়িয়া, দক্ষিণ ২৪ পরগলা, প্ৰিম বল - 700084

S/O Nani Bhusan Dey, R-31, KAMDAHARI PURBA PARA. Garia, South 24 Parganas, West Bengal - 700084

8940 7770 4888





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भारत सरकार

Government of India



Ajit Kumar Dey DOB: 04/04/1952

MALE



8013 1061 1309

मेरा आधार, मेरी पहचान



शास्त्रीय विशिष्ट प्रस्तान प्राधिकरण

Unique Identification Authority of India

Address:

S/O Nani Bhusan Dey, R-31 Kamdahari Purba Para, kolkata, Garia, South 24 Parganas, West Bengal - 700084

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## छोडाबीम बिनोह भविष्म शामिकार

### ভারত সরকার Unique Identification Authority of India Government of India

তালিকাডুক্তির আই ডি/Enrollment No.: 1040/19771/09292

ত্ব To
হিন্দুজীত দে
Indrajit Dey
R-31 KAMDAHARI PURBAPARA
Kolkata
Garia South Twenty Four Parganas
West Bengal 700084

MN185867043DF



আপনার আধার সংখ্যা/ Your Aadhaar No.:

6206 9011 4244

আধার - সাধারণ মানুষের অধিকার



#### भारत-सरकार GOVERNMENT OF INDIA



Indrajit Dey পিতা : ননী ভূষণ দে Father : NANI BHUSAN DEY

ইন্দ্রজীত দে

জন্ম সাল / Year of Birth : 1967 পুরুষ / Male



6206 9011 4244

আধার - **সাধারণ মানুষের অধি**কার

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#### भारत सरकार GOVERNMENT OF INDIA



রনজিত দে Ranajit Dey পিতা : ননী ভূষণ দে Father: NANI BHUSAN DEY जम्म प्रात / Year of Birth: 1965 भूकृष / Male



6107 7237 0941

আধার - সাধারণ মানুষের অধিকার



### ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

আর ৩১, কামডহরি পূর্বপাড়া, কোনকাতা, গড়িয়া, দ: ২৪ পরগনা, প**ন্টিমব**ঙ্গ, 700084

Address: R-31, KAMDAHARI PURBAPARA, Kolkata, Garia, South Twenty Four Parganas, West Bengal,





PO. Box No. 1947. Bengaluru-560 001



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Soumyajt Marti



## Major Information of the Deed

A CONTRACTOR OF THE PARTY OF TH	I-1603-03246/2021	Date of Registration	19/04/2021			
ov No / Year	1603-2000675803/2021	Office where deed is re	gistered			
auery No / Year		1603-2000675803/2021				
query Date	27/03/2021 8:54:18 PM					
Applicant Name, Address & Other Details	policant Name, Address   BODHISATWA BASU   District : South 24-Parganas, WEST					
All participations and the second		Additional Farisaction				
	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]  Market Value  Rs. 73,50,004/-				
agreement	是10.00mm					
Set Forth value	A STATE OF THE STA					
Rs. 2/-	The state of the s	Registration Fee Paid				
Stampduty Paid(SD)						
Rs. 10,020/- (Article:48(g))		from the applicant for issuing	the assement slip.(Orbai			
Rs. 10,020/- (Article:48(g))  Remarks  Rs. 53/- (Article:E, E)  Rs. 53/- (Article:E, E)  Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.( area)						

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: KAMDAHARI PURBA PARA, , Premises No: 231, , Ward No: 111 Pin Code : 700084

Distr	ict: South 24- DAHARI PUI	Parganas, P RBA PARA,	, Premises	No: 231, ,	Ward No: 111 F	SetForth	Market	Other Details
Sch No L1	Plot Number (RS:-)	Khatian	Lanu	All and the state of the state	8 Katha	Value (In Rs.) 1/-	72,00,004/-	Road: 22 Ft.,
-	Grand	Total :			13.2Dec	1 /-	72,00,004 /-	

Struct	ture Details :	and the second second	Setforth	Market value	Other Details
Sch No	Structure Details	Area of Structure	Value (In Rs.)	(In Rs.)	Structure Type: Structure
S1	On Land L1	500 Sq Ft.	11-		go of Structure: 0Year, Roof Type:

Gr. Floor, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type:

of Execution: 19/04/2021

Name, Address, Photo, Finger print and Signature Name Photo **Finger Print** Signature Shri AJIT KUMAR DEY Son of Late Nani Bhushan Dev Executed by: Self, Date of Execution: 19/04/2021 , Admitted by: Self, Date of Admission: 19/04/2021 ,Place : Office 19/04/2021 R-31, Kamdahari Purbapara, City:-, P.O:- Garia, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ANxxxxxx1G, Aadhaar No: 80xxxxxxxxx1309, Status :Individual, Executed by: Self, Date of Execution: 19/04/2021 , Admitted by: Self, Date of Admission: 19/04/2021 ,Place: Office Signature **Finger Print** Photo Shri SUJIT KUMAR DEY Son of Late Nani Bhushan Sujt Komas Dey Executed by: Self, Date of Execution: 19/04/2021 , Admitted by: Self, Date of Admission: 19/04/2021 ,Place : Office 19/04/2021 R-31, Kamdahari Purbapara, City:-, P.O:- Garia, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMxxxxxx7F, Aadhaar No: 89xxxxxxxx4888, Status :Individual, Executed by: Self, Date of Execution: 19/04/2021 , Admitted by: Self, Date of Admission: 19/04/2021 ,Place: Office Signature **Finger Print** Photo Name 3 Shri RANAJIT DEY Son of Late Nani Bhushan Dev Executed by: Self, Date of Execution: 19/04/2021 , Admitted by: Self, Date of Admission: 19/04/2021 ,Place : Office LTI 19/04/2021 19/04/2021 R-31, Kamdahari Purbapara, City:-, P.O:- Garia, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,

PAN No.:: FGxxxxxx3B, Aadhaar No: 61xxxxxxxxx0941, Status :Individual, Executed by: Self, Date

Admitted by: Self, Date of Admission: 19/04/2021 ,Place: Office

Name Shri INDRAJIT DEY son of Late Nani Bhushan Dev Executed by Self, Date of Execution 19/04/2021 , Admitted by Self, Date of Admission: 19/04/2021, Place : Office



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Hat.	1	milk.
19/04/2	LT	1

Finger Print

Signature Dr. J. Aw 19/04/2021

R-31, Kamdahari Purbapara, City:- , P.O:- Garia, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN: - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BWxxxxxx0E, Aadhaar No: 62xxxxxxxx4244, Status :Individual, Executed by: Self, Date of Execution: 19/04/2021

, Admitted by: Self, Date of Admission: 19/04/2021 ,Place: Office

Dev	Developer Details :	
SI No	Name, Address, Photo, Finger print and Signature	
1	MS SOUMYA CONSTRUCTION T-21, Subhash Pally, City:-, P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, PAN No.:: AYxxxxxx4H,Aadhaar No Not Provided by UIDAI, Status::Organization, Executed by: Representative	

SI No	Name,Address,Photo,Finger p	Signature		
	Name	Photo	Finger Print	The STATE OF
	Shri SOUMYAJIT MAITI (Presentant) Son of Shri Ranjit Kumar Maiti Date of Execution - 19/04/2021, Admitted by: Self, Date of Admission: 19/04/2021, Place of			Sourmen it Maili
	admission of Execution: Office	Apr 19 2021 1:13PM	LTI 19/04/2021	t:-South 24-Parganas, West Bengal,

T-21, Subhash Pally,, City:-, P.O:- Garia, P.S:-Bansdroni, District:-South 24-Parga India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AYxxxxxx4H, Aadhaar No: 41xxxxxxxx4656 Status : Representative, Representative of : MS SOUMYA CONSTRUCTION (as SOLE PROPRIETOR)

Identifier Details :	Photo	Finger Print	Signature
Name		14.	
Mr BODHISATWA BASU Son of Mr P.K.BASU ALIPORE POLICE COURT, City:-, P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:-			Bear and Som
700027			19/04/2021
A. D. S.	19/04/2021	19/04/2021	19/04/2021

# of Shri AJIT KUMAR DEY, Shri SUJIT KUMAR DEY, Shri RANAJIT DEY, Shri INDRAJIT DEY, Shri

SINO	fer of property for L1 From	To. with area (Name-Area)				
1-	Shri AJIT KUMAR DEY	MS SOUMYA CONSTRUCTION-3.3 Dec				
2	Shri SUJIT KUMAR DEY	MS SOUMYA CONSTRUCTION-3.3 Dec				
3	Shri RANAJIT DEY	MS SOUMYA CONSTRUCTION-3.3 Dec				
4	Shri INDRAJIT DEY MS SOUMYA CONSTRUCTION-3.3 Dec					
Trans	fer of property for S1	The second secon				
SI.No	From	To. with area (Name-Area)				
1	Shri AJIT KUMAR DEY	MS SOUMYA CONSTRUCTION-125.00000000 Sq Ft				
2	Shri SUJIT KUMAR DEY	MS SOUMYA CONSTRUCTION-125.00000000 Sq Ft				
3	Shri RANAJIT DEY	MS SOUMYA CONSTRUCTION-125.00000000 Sq Ft				
4	Shri INDRAJIT DEY	125 0000000 SQ FL				

## Endorsement For Deed Number: I - 160303246 / 2021

19-04-2021

## ertificate 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.

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

Presented for registration at 11:29 hrs on 19-04-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri SOUMYAJIT MAITI ...

### 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 73,50,004/-

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

Execution is admitted on 19/04/2021 by 1. Shri AJIT KUMAR DEY, Son of Late Nani Bhushan Dey, R-31, Kamdahari Purbapara, P.O: Garia, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 2. Shri SUJIT KUMAR DEY, Son of Late Nani Bhushan Dey, R-31, Kamdahari Purbapara, P.O: Garia, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 3. Shri RANAJIT DEY, Son of Late Nani Bhushan Dey, R-31, Kamdahari Purbapara, P.O: Garia, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 4. Shri INDRAJIT DEY, Son of Late Nani Bhushan Dey, R-31, Kamdahari Purbapara, P.O: Garia, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Indetified by Mr BODHISATWA BASU, , , Son of Mr P.K BASU, ALIPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 19-04-2021 by Shri SOUMYAJIT MAITI, SOLE PROPRIETOR, MS SOUMYA CONSTRUCTION (Sole Proprietoship), T-21, Subhash Pally, City:-, P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by Mr BODHISATWA BASU, , , Son of Mr P.K BASU, ALIPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 08/04/2021 11:47AM with Govt. Ref. No: 192021220002298878 on 08-04-2021, Amount Rs: 21/-, Bank: SBI EPay ( SBIePay), Ref. No. 4094912759115 on 08-04-2021, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,020/-

1. Stamp: Type: Impressed, Serial no G492034, Amount: Rs.5,000/-, Date of Purchase: 01/04/2021, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2021 11:47AM with Govt. Ref. No: 192021220002298878 on 08-04-2021, Amount Rs: 5,020/-, Bank: SBI EPay ( SBIePay), Ref. No. 4094912759115 on 08-04-2021, Head of Account 0030-02-103-003-02

Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

gistered in Book - I
/olume number 1603-2021, Page from 121759 to 121795
being No 160303246 for the year 2021.



Digitally signed by DEBASISH DHAR Date: 2021.06.28 14:03:17 +05:30 Reason: Digital Signing of Deed.

Shan

(Debasish Dhar) 2021/06/28 02:03:17 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)