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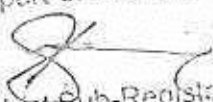
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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

  
District Sub-Registrar-II  
Alipore, South 24 Parganas

18 DEC 2019

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT**

is made this the 12<sup>th</sup> day of December, 2019

(Two thousand and Nineteen)

**BETWEEN**

10 DEC 2019

1526

20.

NO. .... DATE ..... RS .....  
NAME ..... *Kaushek Bandyopadhyay* .....  
ADDRESS ..... *Alipore Judge Court No 27* .....

ALIPORE JUDGES COURT  
A. K. SAMAJPATI

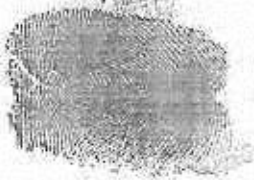
*[Signature]*  
SIGNATURE

*Banan Laha*



6051

*Banan Laha*



6052

*Shmit Das*



6053



~~District Sub-Registrar-II  
Alipore, South 24 Parganas~~

12 DEC 2019

Identified by me

*Kaushek Bandyopadhyay*  
Advocate  
/o, Late Krishna Banerjee  
Alipore Judges' Court,  
Kolkata-700 027  
F-1545/1402/2000



SHRI AMIT DAS, being PAN ANIPD 9489K, son of Late Sanat Das, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 6A, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas, hereinafter called and referred to as the "LANDOWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the FIRST PART

AND

"PRAYAS DEVELOPER", a sole Proprietorship Firm, having its office at 20, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas, represented by its Sole Proprietor SHRI SUMAN SAHA, being PAN ATWPS 3245G, son of Late Narayan Chandra Saha, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 20, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER PART

WHEREAS one Shri Sreepati Ghoshal was the owner of ALL THAT piece and parcel of a bastu landed property admeasuring an area more or less 02 (Two) cattah 08 (Eight) chatak 00 (Zero) sq.ft. and a structure comprised in District-24 Parganas, District Sub-Registry Office at Alipore, Police Station-Regent Park, the then Tollygunge.

AND WHEREAS said Shri Sreepati Ghosal sold and transferred the said property by way of a registered Kobala to one Smt. Parul Misra wife of Late Monmotho Nath Mishra and the said Kobala was registered on 17<sup>th</sup> day of November, 1953 which was recorded in the Book no.1, Volume no.118, Pages from 141 to 145, Being no.7213.

AND WHEREAS thereafter said Smt. Parul Misra enjoyed the property and recorded her name before the then Govt. or semi Govt. authority as the sole and absolute owner of the property and became and assessee of the property and paid the appropriate taxes thereon.

AND WHEREAS thereafter said Smt. Parul Misra constructed some portion of the existing building and being a sole owner of ALL THAT piece and parcel of a G+III house storied building structure thereon.

AND WHEREAS thereafter said Smt. Parul Misra by natural love and affection gifted her son Shri Swapan Misra a residential flat admeasuring an area more or less 600 sq.ft. along with undivided proportionate share of the landed property by way of a registered Deed of Gift which was registered on 8<sup>th</sup> day of August, 2001 before the Additional Registrar of Assurance, Calcutta and was recorded in the Book no.I, Volume no.1, Pages from 1 to 8, Being no.4413, for the year 2002.

AND WHEREAS thereafter said Smt. Parul Misra by natural love and affection gifted her son Shri Tapan Misra a residential flat admeasuring an area more or less 600 sq.ft. along with undivided proportionate share of landed property by way of a registered Deed of Gift which was registered on 5<sup>th</sup> day of February, 2002 before the Additional District Sub-Registrar, at Alipore, South 24 Parganas, and was recorded in the Book no.I, Volume no.70, Pages from 297 to 313, Being no.01071, for the year 2003.

AND WHEREAS thereafter said Smt. Parul Misra by natural love and affection gifted her married daughter Smt. Nila Halder, wife of Late Sanjay Halder a residential flat admeasuring an area more or less 400 sq.ft. along with undivided proportionate share of landed property by way of a registered Deed of Gift which was registered on 5<sup>th</sup> day of February, 2002 before the Additional District Sub-Registrar, at Alipore, South 24 Parganas and was recorded in the Book no.I, Volume no.71, Pages from 1 to 21, Being no.01072, for the year 2003.

AND WHEREAS thereafter said Smt. Parul Misra by natural love and affection gifted her grand son, Jayat Misra, son of Shri Tapan Misra, a residential flat admeasuring an area more or less 300 sq.ft. along with undivided proportionate share of landed property by way of a registered Deed of Gift which was registered on 5<sup>th</sup> day of February, 2002 before the Additional District Sub-Registrar, at Alipore, South 24 Parganas and was recorded in the Book no.I, Volume no.71, Pages 102 to 120, Being no.01075, for the year 2003.

AND WHEREAS thereafter said Smt. Parul Misra by natural love and affection gifted her married daughter Smt. Madhabi Mitra, wife of Shri Hemanta Kumar Mitra a residential flat admeasuring an area more or less 400 sq.ft. along with undivided proportionate share of landed



property by way of a registered Deed of Gift which was registered on 13<sup>th</sup> day of March, 2002 before the Additional District Sub-Registrar, at Alipore, South 24 Parganas and was recorded in the Book no.I, Volume no.173, Pages from 278 to 298, Being no.02509, for the year 2003.

AND WHEREAS thereafter said Shri Swapan Misra after getting the said residential flat from Smt. Parul Misra by way of Gift mutated his name by paying appropriate taxes before the concerned authority of the K.M.C. and became an Assessee of the said property vide Assessee no.210970302153.

AND WHEREAS thereafter said Shri Tapan Misra after getting the said residential flat from Smt. Parul Misra by way of a gift mutated his name by paying appropriate taxes before the concerned authority of the K.M.C. and became an Assessee of the said property vide Assessee no.210970309639.

AND WHEREAS thereafter said Smt. Nila Halder after getting the said residential flat from Smt. Parul Misra by way of a gift mutated her name by paying appropriate taxes before the concerned authority of the K.M.C. and became an Assessee of the said property vide Assessee no.210970309627.

AND WHEREAS thereafter said Jayat Misra through his natural guardian Shri Tapan Misra after getting the said residential flat from Smt. Parul Misra by way of a gift mutated her name by paying appropriate taxes before the concerned authority of the K.M.C. and became an Assessee of the said property vide Assessee no.210970309615.

AND WHEREAS thereafter said Smt. Madhavi Mitra after getting the said residential flat from Smt. Parul Misra by way of a gift mutated her name by paying appropriate taxes before the concerned authority of the K.M.C. and became an Assessee of the said property vide Assessee no.210970309603.

AND WHEREAS thereafter said Shri Swapan Misra due to his financial crisis sold and transferred his aforementioned flat admeasuring an area more or less 600 sq.ft. along with undivided proportionate share of the landed property 02 (Two) cattah 08 (Eight) chatak 00 (Zero) sq.ft. to Shri Amit Das son of Late Sanat Das by way of a registered Bengali Kobala (Deed of Sale) which was registered on 30<sup>th</sup> day of November, 2018 before the A.D.S.R. Alipore South 24

Parganas and was recorded in the Book no.I, Volume no.1605-2018, Pages from 242544 to 242572, Being no.160507551, for the year 2018.

AND WHEREAS thereafter said Shri Tapan Mishra due to his financial crisis sold and transferred his aforesaid flat admeasuring an area more or less 600 sq.ft. along with undivided proportionate share of landed property 2 cattah 08 chatak 00 sq.ft. to Shri Amit Das, son of Late Sanat Das by way of a registered Bengali Kobala (Deed of Sale) which was registered on 27<sup>th</sup> day of February, 2017 before the Additional District Sub-Registrar, at Alipore, South 24 Parganas, which was recorded in the Book no.I, Volume no.1605-2017, Pages from 26558 to 26579, Being no.160500996, for the year 2017.

AND WHEREAS thereafter said Smt. Nila Halder due to her financial crisis sold and transferred her aforesaid flat admeasuring an area more or less 400 sq.ft. along with undivided proportionate share of landed property 2 cattah 08 chatak 00 sq.ft. to Shri Amit Das, son of Late Sanat Das by way of a registered Bengali Kobala (Deed of Sale) which was registered on 27<sup>th</sup> day of February, 2017 before the Additional District Sub-Registrar, at Alipore, South 24 Parganas, which was recorded in the Book no.I, Volume no.1605-2017, Pages from 26513 to 26534, Being no.160500994, for the year 2017.

AND WHEREAS thereafter said Shri Jayat Mishra due to his financial crisis sold and transferred his aforesaid flat admeasuring an area more or less 300 sq.ft. along with undivided proportionate share of landed property 2 cattah 08 chatak 00 sq.ft. to Shri Amit Das, son of Late Sanat Das by way of a registered Bengali Kobala (Deed of Sale) which was registered on 27<sup>th</sup> day of February, 2017 before the Additional District Sub-Registrar, at Alipore, South 24 Parganas, which was recorded in the Book no.I, Volume no.1605-2017, Pages from 26604 to 26625, Being no.160500995, for the year 2017.

AND WHEREAS thereafter said Smt. Madhabi Mitra due to her financial crisis sold and transferred her aforesaid flat admeasuring an area more or less 400 sq.ft. along with undivided proportionate share of landed property 2 cattah 08 chatak 00 sq.ft. to Shri Amit Das, son of Late Sanat Das by way of a registered Bengali Kobala (Deed of Sale) which was registered on 12<sup>th</sup> day of May, 2017 before the Additional District Sub-Registrar, at Alipore, South 24 Parganas, which was recorded in the Book no.I, Volume no.1605-2017, Pages from 68740 to 68761, Being no.160502622, for the year 2017.



AND WHEREAS thereafter the present Landowner Shri Amit Das became the absolute owner of ALL THAT piece and parcel of the landed property admeasuring an area more or less 2 (Two) catta 08 (Eight) chatak 00 (Zero) sq.ft. and the G+II storied House Building standing thereon lying and situated at 42A, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas, within the Kolkata Municipal Corporation Ward no.97, Borough no.X and the aforesaid present Landowner SHRI AMIT DAS paid the appropriate taxes before the concerned authority of the Kolkata Municipal Corporation and mutated his name and recorded his name as the OWNER of the aforesaid landed property and became an Assessee of the said landed property, being Assessee No.210970309603.

AND WHEREAS now the Landowner herein intended to develop the said premises by constructing a new building upon the said premises for residential as well as commercial use as per available building sanction plan to be issued from the Kolkata Municipal Corporation Building department.

AND WHEREAS the said owner have no sufficient fund to construct a new building upon the said premises and having realized their inability to develop the said premises due to paucity of immediate fund, decided to invite a Developer for developing the said premises.

AND WHEREAS the said Landowner herein approached the present Developer herein and thereafter the present Developer herein being satisfied with the Landowners' right, title, interest over the said property (which is mention in the Schedule "A" hereunder written) accepted and agreed to develop the said premises to construct proposed building in accordance with the available building sanction plan, which would be sanctioned by authorities concerned, subject to the terms and conditions hereinafter appearing.

THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

**: ARTICLE : I : : Definitions :**

1.1. *Landowner* : shall mean SHRI AMIT DAS, being PAN ANIPD 9489K, son of Late Sanat Das, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 42A, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas and his legal heirs and successors, representatives, executors, administrators and assigns.

1.2. *Developer* : shall mean "PRAYAS DEVELOPER", a sole Proprietorship Firm, having it's office at 20, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas, represented by it's Sole Proprietor SHRI SUMAN SAHA, being PAN ATWPS 3245G, son of Late Narayan Chandra Saha, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 20, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas and the legal heirs and successors, representatives, executors, administrators and assigns.

1.3. *Premises* : shall mean ALL THAT piece and parcel of the landed property admeasuring an area more or less 2 (Two) catta 08 (Eight) chatak 00 (Zero) sq.ft. and the G+II storied House Building standing thereon lying and situated at 42A, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas, within the Kolkata Municipal Corporation Ward no.97, Borough no.X.

1.4. *Building* : shall mean the Building to be constructed on the said premises as per sanctioned Building plan from the concerned authority of the Kolkata Municipal Corporation.

1.5. *Common Areas* : shall mean and include corridors, hallways, stairways, landings, water reservoir, pump-room, water connections, sewerages, water pipes, fittings, fixtures, manholes, passageways, driveways, gardens, parkways, generator room, caretaker's room, and other spaces e.g. electric meter room, committee room, etc. etc. and facilities whatsoever required for the establishments location enjoyments provisions maintenance and/or management of the building and/or common facilities or any of them thereon, as the case may be.

1.6. *Landowners' Allocation* : shall mean ALL THAT piece and parcel of the property as mentioned in the Schedule "B" hereunder written constructed as per the sanctioned Building Plan from the Kolkata Municipal Corporation TOGETHERWITH undivided proportionate share of Land Property along with common land and common Facilities, utilities, civic amenities, as to be provided in the proposed newly constructed building at the Schedule "A" mentioned land property hereunder written which has been more fully and particularly described in the Schedule "B" hereunder written and a sum of Rs. 8,00,000/- (Rupees Eight Lakh) only, which is Refundable.

1.7. *Developer's Allocation* : shall mean ALL THAT remaining portion of the proposed Building except the Landowners' Allocated portion TOGETHERWITH undivided proportionate



share of Land Property along with common land and common Facilities, utilities, civic amenities, as to be provided in the proposed newly constructed building at the Schedule "A" mentioned land property hereunder written which has been more fully and particularly described in the Schedule "C" hereunder written.

1.8. **Architect** : shall mean such person or persons who shall be appointed by the developers/other part for designing and planning of the building and also supervision during continuance of the construction if decided by the develop;

1.9. **Building** : shall mean the plan to be sanctioned by the Kolkata Municipal Corporation as per the rules and regulations of the Kolkata Municipal Corporation Act and other modifications/alterations to be made out time to time as per the said acts.

1.10. **Transfer** : shall mean with its grammatical variations shall include transfer of possession and by any other means as adopted for effecting that is understood as transfer of undivided and impartible share of land to purchaser thereof although the same may not be amounted to transfer of law;

1.11. **Transferee** : shall mean a person or firm, limited company, association or persons to whom any share of undivided land underneath the building to be built shall be transferred along with unfinished flat or garage;

1.12. **Word** : imparting singular shall include plural and vice versa;

1.13. **Words** : imparting masculine gender shall include feminine and neuter gender, likewise words imparting feminine gender shall include masculine and neuter gender shall include masculine and feminine gender.

## : ARTICLE : II : Commencement :

2.1. This Agreement shall be made to have commenced with effect from the date of sanctioned building plan of the proposed Building upon the Schedule "A" premises and time is the essence of the contract.

**: ARTICLE : III : Landowner's Rights & Representations :**

3.1. The Landowner hereby declare that the Landowner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said Schedule "A" mentioned premises or in any portion thereof and the said property is free from all encumbrances, lien, lispendents, attachments, charges or by any otherwise as per provision of law. Moreover, the Landowner till this day have not yet entered into any agreement for sale or Development agreement or any kind of Agreement or Contract with any third party in respect of the said property;

3.2. There is no legal bar or otherwise for the owners to obtain the certificate under section 230A of the Income Tax Act, 1961 and other consents and permissions that may be required;

3.3. The Landowner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises as fee simple in possession;

3.4. Save and except as herein before mentioned the said premises is free from all encumbrances and the Landowner have a marketable title in respect of the premises;

3.5. If any time defect in the title shall be found or if anybody shall disputes the title of the Landowner in respect of the said premises or any suit or action or proceedings shall be initiated regarding the title of the Landowner, in respect of the said premises then and in that event, it shall be the responsibility of the Landowner to defend such proceedings, actions, suits at their own costs and the Landowner hereby further agrees to keep the Developer indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof;

3.6. That the Landowner declare and represent that they have good and absolute right and title to the said property and they have a good marketable title to enter into this agreement with the Developer. It is further declared that the original title deed and other documents relating to the property are lying with them, which are fully set forth in the Schedule "B" hereunder written and shall handover the same in original to the Developer at the time of registration of this Development Agreement under a proper receipt acknowledging the receipt of the said original deed and other relating papers to the "said property" more fully and particularly mentioned in the Schedule "A" hereunder written;



3.7. That the Landowner shall always co-operate with the Developer to provide all the original papers and documents and the deeds relating to the Schedule "A" mentioned property and if the Landowner is unable to provide the said documents as required by the Developer and on that situation if the construction work delayed then the Landowner is completely responsible for the said delay.

**: ARTICLE : IV : Developer's Rights :**

4.1. The Landowner hereby grants right to the Developer to construct, erect and build after demolition of the existing structure if any and the materials, wastes and debris which shall come out of such demolition shall be taken by the Developer and that the debris of the existing structure after demolition will be the property of the Developer and the Developer will have the absolute discretion to deal with the same and the Landowner shall have no authority to object the same and demand anything.

**: ARTICLE : V : Developer's Obligations :**

5.1. The Developer shall prepare the Schedule "A" mentioned landed property for the purpose of making the construction of the proposed new building and taking prior permission from the concerned authority and forthwith secure the sanctioned and approved plans, specifications, drawings, elevations and other required permissions so as to commence erection and construction of the building by the Developer in accordance with the plans, specifications, drawings and elevations that may be sanctioned and approved by the concerned authority without any deviation of whatsoever nature or contravening any of the provisions of law, rules, regulations or orders in force for the time being and shall complete the said building in fully habitable condition in all respect within 18 (Eighteen) months from the date of sanction of the proposed Building Plan from the Kolkata Municipal Corporation and 6 (Six) months extension for completion the said proposed Building and the aforesaid Landowner will execute and register the Development Power of Attorney in favour of the aforesaid Developer, i.e. "PRAYAS DEVELOPER", a sole Proprietorship Firm, having it's office at 20, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas, represented by it's Sole Proprietor SHRI SUMAN SAHA, being PAN ATWPS 3245G, son of Late Narayan Chandra Saha, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 20, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas, (If any natural calamity, riot,

war, civil commotion, statutory preventive orders or on any other ground or grounds, the parties will extent the stipulated period of time as mentioned earlier, after making mutual understanding).

5.2. The Developer shall use and/or cause to be used such I.S.I. marked materials as shall be specified by the licensed building Surveyor or Registered Architect of the building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of I.S.I. marked and the building rules, regulations and orders in force for the time being.

5.3. All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of, whatever name called for erection construction and completion of the said building its materials fittings and fixtures in all respect including temporary and residential connections of water sewerage electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Landowner only have the responsibility and/or liability towards payment of any dues, liabilities, tax, any arrear of Corporation up-to the date of execution of this Agreement, if any.

5.4. The Developer shall be responsible and liable for payment of and/or meeting all costs, charges fees levies and expenses of the building materials all permissions licenses quota as and other requirements for erections construction and completion of the building in totality. Under no circumstances the Landowner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other person or persons or otherwise for erection construction and completion of the said newly proposed building or any part thereof or on any other account of for any other acts, deeds, obligations and things by whatsoever name called that may be done executed or performed by the Developer. The Developer shall at their own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the building within the time specified herein.

5.5. Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Landowner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.



5.6. The Developer shall be solely responsible for and make all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, architects and others by whatsoever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part thereof and the Landowner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Landowner indemnified from all or any claim, damages, payments, costs and consequences suffered or incurred there from.

5.7. The Landowner shall not be answerable or liable for any mode, part or nature of construction for any material to be used in course of or relating to erection construction and completion of the building or any part thereof provided I.S.I. marked materials are used.

5.8. The Developer shall duty bound to complete the Landowner's Allocated portion in all respect including domestic water and sewerage connections, electricity with connections and point etc. as well as common areas and facilities and make the same fully habitable for use within the period of 18 (Eighteen) months from the date of obtaining Sanctioned Building Plan from the concerned authority of the Kolkata Municipal Corporation and 6 (Six) months extension for completion the said proposed Building.

**: ARTICLE : VI : Landowner's Obligations :**

6.1. The Landowner shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanctions or licenses required under the law in connection with or relating to or arising out of erection and completion of the said building or as may be required from time to time in accordance with law, after being satisfied with the Landowner and also the Landowner will also co-operate in all respect with the Developer to complete the Development work as early as possible particularly in the stipulated period of time as mentioned earlier in this Agreement.

6.2. To provide the Developer with appropriate powers as are or may be required in connections with construction, erection completion of the newly proposed building and to appear for and represent the Landowner before all concerned authorities and to sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all

quotas, entitlements, permits, licenses and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electricity or as may required from time to time, in accordance with law and/or otherwise concerning negotiations for transfer of flats to the intending purchasers thereof without prejudice to the interest of the owner's right and all costs and expenses in that respect shall be borne by the Developer.

6.3. While during the course of erection, construction and completion of the said building, the Landowner directly and/or through their authorized agent, be entitled to have inspection of erection/construction but shall not be entitled to cause any obstruction relating to the progress of construction, erection and completion of the building unless there be any gross violation or breach in such construction, erection and/or completion and/or sub-standard materials are used by the Developer.

6.4. During the subsistence of this Agreement, the Landowner shall not in any manner whatsoever encumber the said demarcated and specified portions of the said premises or any part thereof nor shall enter into any other Agreement or obligation of whatsoever nature with any other party or parties. It is however, clearly understood by and between parties hereto that this restriction would not applicable relating to dealing with the Landowner's allocated portion of the building or any part thereof subsequent to its demarcations, as provided hereinabove and the Landowner will register a irrevocable Power of Attorney in favour of the Developer.

6.5. On and from the date of service of notice of completion of the said building by the Developer and in particular the Landowner's allocated portions until separate mutation and assessment the Landowner and/or his nominee or nominees as the case may be, shall be responsible and liable to pay proportionate rates and taxes, levies, impositions and outgoings whatsoever payable in respect of the said Landowner's allocation and every part thereof. In addition thereto they will be responsible and liable to pay and bear the proportionate part or share of all costs, charges, levies, impositions and expenses relating to common areas and facilities towards its maintenance and up-keep of the said premises.

6.6. The Landowner will demolish the existing House Building structure which is lying and situated at premises no.42A, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park, District-South 24 Parganas, within the Kolkata Municipal Corporation Ward No.97, Borough no.X, at his own cost, expenses and supervision. In that case the Developer will not have



any responsibility to demolish the said existing house building structure and the Landowner if not demolish the afore mentioned existing House Building structure within 60 (Sixty) days after registration of this Development Agreement, then the entire consequences will face by the Landowner solely, if the Developer take any action at his own desire against the Landowner.

**: ARTICLE : VII : Consideration :**

7.1. The Land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indefeasible and undivided whereas the Landowner shall be at liberty to deal with his allocated portions together with the undivided proportionate part or share of the land as well as the Common areas and facilities (after receiving the possession from the Developer). The Developer will be entitled to deal with his allocated portions together with the undivided proportionate part or share of the land as well as common areas and facilities with the intending buyer or any other party or parties.

7.2. The Developer must have the authority of make registration of Agreement for Sale or mortgage the Developer's allocated portion before any financial institution for taking financial assistance or taking loan from any financial institution for construction of the proposed Building.

7.3. The Landowner shall grant a Development Power of Attorney to in favour of the aforesaid Developer that may be required for obtaining sanction of the Building Plan, Agreement, registration of Agreement for Sale, Deed of Sale and do all other necessary acts, deeds and things which shall remain valid till completion of the building at the said premises.

7.4. Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to its allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Landowner shall execute required Indenture, unto and in favour of the said nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto paid and borne by the Developer and/or it's nominee or nominees, as the case may be.

**: ARTICLE : VIII : Common Obligations :**

- 8.1. To pay punctually and regularly for their respective allocations all rates, taxes levies, fees charges, impositions and outgoings to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Landowner and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.
- 8.2. To pay punctually and regularly to pay her respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Ownership Acts and the Rules framed there under, the Developer shall be entitled to collect and provided the required services thereof.
- 8.3. Until installations of separate meters for supply of electrical energy at the respective units to pay charges for consumption of electrical energy consumed in the said respective units and proportionate part of common areas & facilities within the times as may be stipulated.
- 8.4. To comply with and observe all regulations that may be framed for proper and systematic enjoyment and upkeep of the premises.
- 8.5. To permit at all reasonable time the concerned authorized persons in charge of the maintenance of the said premises and the building to enter into any part of the units/flats and view and inspect the interiors thereof or for the purpose of repair or replacement of any common pipes, drains or installations and in course of the same if any other work or replacement or repair is found wanting inside the said units/flats immediately on notice being served to that effect, the concerned Landowner shall remedy the same at own expenses.
- 8.6. To subscribe and supply for registration for the building under the provisions of the West Bengal Apartment Ownership Act and the Rules framed there under and to comply with and observe and perform all conditions and requirements.
- 8.7. Not to use building or any part thereof or permitted to be used for carrying on any illegal or immoral trade or activity of for any purpose which may cause any nuisance, annoyance or hazard to



any part of the building or other occupiers thereof. The Developer should ensure these conditions be followed in other flats which the Developer will sell.

8.8. Not to do or permit to be done any acts, deed or things which may prejudice the insurance cover of the building.

8.9. Not to claim any additional right save and except provided in writings.

**: ARTICLE : IX : Construction :**

9.1. In consideration of the Landowner having agreed to permit the Developer to commercially exploit the said Schedule "A" mentioned landed property by construction a building i.e. the building in accordance with the sanctioned plan as may be required by the Developer, the Developer have agreed to allocate the Landowner's allocation space;

9.2. The Landowner shall not be liable to pay or contribute nor the Developer shall be entitled to call upon the Landowner to pay and contribute any amount in the construction and completion of the said building and/or the said Landowner's allocation.

**: ARTICLE : X : Procedure :**

10.1. The Landowner shall grant to the Developer a Development Power of Attorney as may be required for the purpose or obtaining all necessary permissions and approval from the different authorities in connections with the construction of the building and also for pursuing and following up the matter with the appropriate authority for the purpose of selling or transferring the undivided proportionate share of land for the flat/flats or unit/units to the Developer's allocation to it's nominated person or persons at the rate to be fixed by the Developer;

10.2. All men, machineries, materials will be supplied and provide by the Developer;

10.3. The Developer shall spend all the money for all necessary permissions for the said construction. Subsequent to the plan sanctioned by the K. M. C. the Developer shall undertake the constructional work in the said premises;

10.4. All the electrical goods, sewerage goods, water pipe lines, bricks, sands, irons, windows, doors, stone chips and all other materials relating to the construction will be supplied by the Developer at his own costs and Landowner could not raise any objection for the same, and all costs will be borne by the Developer regarding construction.

10.5. That the supervision of the construction of the building will be undertaken by the Developer and the Landowner could not raise any objection for the same. All negotiations for the necessary permissions for the construction of the said building and also for electric connection, water connections, sewerage system will be done by the Developer or the Constituted Attorney of the Landowner and the Landowner could not raise any objection for the same;

10.6. That if necessary, the Developer will have the authority to collect loan or financial assistance from any other organization or organizations, without prejudice to the interest of the Landowner;

10.7. That the Developer shall negotiate the terms and conditions with the intending purchasers for the flat or flats and/or any other unit of the Developer's allocation and shall receive the entire consideration money from the intending purchaser or purchasers of the Developer's allocated property and shall discharge the money receipt for the same. It is the absolute discretion of the Developer that the Developer will nominate and/or select the intending purchaser or purchasers for the Developer's allocation in the said proposed Building. In that event, the Landowner shall not be liable for any fault acted by the Developer and the Developer exclusively shall be liable for the same;

10.8. That the Developer shall execute all relevant documents relating to the transfer of the said property in the Developer's allocation and the land at the cost of the intending purchasers as the Constituted Attorney of the Landowner could not raise any objection for the said transfer.

**: ARTICLE : XI : Possession :**

11.1. It has been agreed by and between the parties that the Landowner and the Developer that the construction, completion of the said building as per the sanctioned building plan shall be completed within 18 (Eighteen) months from the date of obtaining sanctioned Building Plan from the Kolkata Municipal Corporation and 6 (Six) months extension for completion the said proposed Building. If



the Developer shall not handed over the Landowner's allocated portion to the Landowner as described in the Schedule "B" hereunder written within the stipulated time as described this Agreement, then the Landowner shall deduct the 25% from the total refundable amount i.e (25% out of Rs. 8,00,000/-).

11.2. That if the Developer fails to complete the Development work within the stipulated time period then the Landowner shall have every right to take over the property by cancellation of Development Agreement as well as power of Attorney, but the Landowner shall refund the refundable amount after deduction of 25% from that amount as well as the Landowner also liable to pay the actual cost which the Developer shall incurred for development purposes of the this project without any interests to the Developer and it is also mentioned here that the Landowner will pay the entire invested amount to the Developer at the time of Cancellation of the Development Agreement and the Development Power of Attorney, without making payment the Landowner could not cancel the Development Agreement.

11.3. That the Developer shall on completion of the new building, put the Landowner in possession of the Landowner's allocation in complete and habitable conditions together with all rights in common specified as common areas and parts and/or facilities in the said building. If any person or persons take prior possession, in the building, on behalf of the Landowner, they will be treated as trespasser;

11.4. That the Landowner shall be entitled to transfer or otherwise deal with the Landowner's allocation or portion thereof at the sole discretion of the Landowner. The Developer has exclusive right to transfer the Developer's allocation portion to the nominated person of the Developer;

11.5. The Developer shall be entitled to sell the Developer's allocation as herein-before mentioned together with undivided proportionate share in the land and shall be entitled to deal with or dispose of the Developer's allocation in any further authority or permission on the part of the Landowner and without being requested to obtain any such further authority or permission from the Landowner;

11.6. The Landowner shall co-operate with the Developer in obtaining quotas, entitlements, other allocations of or for cement, steel, bricks and other building materials for construction of the said

new building and for obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and if possible separate drainage, sewerage and gas, etc. for the said building;

11.7. All costs, charges and expenses including Architect's fees shall be paid, discharged and borne by the Developer and the Landowner shall have no liability in this context.

**: ARTICLE : XII : Building :**

12.1. The Developer constructed the new Building on the said Schedule "A" premises as per sanctioned Building plan from the concerned authority of the Kolkata Municipal Corporation;

12.2. The Developer shall be authorized in the name of the Landowner in so far as is necessary to apply for quotas of or for cement, steel, bricks, and other materials allocable to the Landowner for the construction of and for obtaining temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of new building and other inputs and facilities required for the construction or enjoyments of a portion of the building for which purpose the Landowner will execute in favour of the Developer a registered Development Power of Attorney as shall be required by the Developer.

**: ARTICLE : XIII : Developer's Allocation :**

13.1. That the Developer's Allocation will be the remaining portion other than shown in the Schedule "B" hereunder mentioned, including proportionate share of the land attributed to the said allocation and facilities and also common stair case including the right of roof proportionately with the Landowner. The person or persons of the intending purchaser or purchasers for Developer's allocation will be allowed to use the roof for drying clothes, social ceremony, installation of T.V. antenna, Dish antenna, Air-condition machine etc. etc. and for playing the children on the same. The property will be constructed in the Schedule premises more fully described in the Schedule "A" hereunder written.

13.2. That the Developer shall exclusively be entitled to the Developer's allocation of the said building and to the right to transfer, alienate or otherwise deal with or dispose of the said allocated portion without any right, claim or interest therein whatsoever of the Landowner and the Landowner shall not in any way interfere with or disturb the khas possession and peaceful possession of the Developer's allocation more fully described in the Schedule "C" hereunder. The



Developer has right to convey the transfer of the Developer's allocated portion to her nominated person or persons as the Constituted Attorney of the Landowner subject to fulfilment of the terms and conditions of this Agreement and shall receive the entire consideration money to be fixed up by the Developer for the said portion with the intending purchaser and the Landowner could not claim any money or money's worth for the said transaction or for sale of the Developer's allocation to any nominated Purchaser or Purchasers;

13.3. That the Developer shall execute deed of conveyance in favour of the Developer's nominated person or persons, company or companies or whomsoever as a Constituted Attorney of the Landowner including the undivided proportionate share underneath the building and all other facilities which are eligible to the Developer's allocation. At the cost of the intending purchaser, the Constituted Attorney of the Landowner, shall execute all such deeds which are necessary for transfer of the Developer's allocation. The Landowners could not raise any objection for the same and the Landowners have no pre-emptive right for the same to the provisions written in the aforesaid clause herein above.

**: ARTICLE : XIV : Notice of Possession & Payment of Taxes :**

14.1. After completion of the Landowner's allocation as per the sanctioned plan, the Developer shall issue a letter to the Landowner, before the delivery of possession. On receipt of the above said letter, the Landowner shall take possession of the Landowner's allocation being free from all encumbrances and at the time of deliver the khass possession, the Developer shall not claim any amount from any purpose or expenses to the Landowner and then, the Developer, as Constituted Attorney of the Landowner, shall execute deed of conveyance in respect of the Developer's allocation to the respective intending purchaser duly nominated by the Developer and the Landowner issued a Possession Letter to the Developer;

14.2. The Developer shall be liable to pay the taxes from the date of taking possession of the Schedule "A" property till completion of the building and after taking possession and fulfilment of the Schedule "B" property, the Landowner shall pay proportionate share of taxes for allotted portion and the intending purchaser shall be liable to pay allocated portion's taxes on proportionate basis from the date of possession of the said allocated portion.

**: ARTICLES : XV : Duties & Obligations and/or Registration :**

15.1. The Landowner and the Developer shall abide by all laws, bye-laws, rules and regulations imposed by the Govt. local bodies as the case may be and shall attend answer and be responsible for any deviation and/or breach of any one of the said laws, bye-laws, rules and regulations;

15.2. The Landowner and the Developer shall keep the interior walls of their allocation clean and harmless including sewerages, drains, pipes and other fittings comprised therein;

15.3. As soon as this Agreement shall be signed by the Parties, the Landowner shall hand over vacant possession of the Schedule "A" premises to the Developer.

16.1. The Developer hereby agreed to keep the Landowner indemnified against all third party claims and actions arising out of or admission of the Developer in or relating to the demolition of the said building/structure;

16.2. The Developer hereby undertake to keep the Landowner indemnified against all actions, suits, costs, proceedings and claims and may arise out of the constructions of the said Building, Developer's action with regard to the development of the said premises and/or in the matter of constructions of the said Building and/or for any defect therein.

**: ARTICLE : XVII : Landowner's Indemnity :**

17.1. The Landowner hereby agrees that the Developer shall be entitled to the said construction including the Developer's Allocation and shall enjoy the said allocation without any interference and/or disturbances provided that the Developer perform and fulfil all the terms and conditions herein contained and on his part is to be observed and performed and the legal heirs and nominees of the Landowner will execute all the terms and conditions of this Agreement and co-operate with the Developer, every time, in all respect.

**: ARTICLE : XVIII : Force Majures :**

18.1. This Agreement and the clauses herein are subject to "*FORCE MAJURE*" which mean and include Earthquake, Flood, Riot, Water, Storm, Tempest, any other Natural Calamity or Disaster



Civil Commotion, War, Strike, Bandh, Transport problems, not available the materials or any other materials relating to the construction of the building and also any type of uncivilized activities or any other act beyond the control of the parties hereto at the duration whereof the obligations of the parties hereto shall remain suspended. The parties hereto shall not be considered to be liable for any obligations herein under to the extent that the performance of the relative obligations prevented by the existence of the "*FORCE MAJURE*" and shall be suspended from the obligation during the duration of the "*FORCE MAJURE*".

**: ARTICLE : XIX : Miscellaneous :**

19.1. This Development Agreement shall always be treated as an agreement by and between "Principal to Principal". The Landowner and the Developer have entered into this Development Agreement purely as a contract and nothing contained herein shall be deemed to construe or constitute as Partnership between the parties i.e. the Landowner and the Developer or an Association or persons. Nothing in these presents shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Landowner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same subject to the terms and conditions of these presents.

19.2. It is understood that from time to time to facilities the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer shall required adequate powers and authorities from the Landowner and for such matters, the Landowner shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and thing do not in any way infringe or prejudice the right of the Landowner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

**: ARTICLE : XX : Jurisdiction :**

20.1. Incase of any disputes arises in connection with the instant Agreement, the Ld. Court of the Civil Judges or Ld. Court of the Magistrates at Alipore, South 24 Parganas, or the Honourable High Court, Calcutta, has the jurisdiction for entertaining or for initiating any proceeding/s.

**THE SCHEDULE "A" MENTIONED PROPERTY****ABOVE REFERRED TO****(Description of the Landed Property)**

**ALL THAT** piece and parcel of the landed property admeasuring an area more or less 2 (Two) catta 08 (Eight) chatak 00 (Zero) sq.ft. and a G+II storied House Building structure standing thereon lying and situated at Premises no.42A, Chanditola Lane, Kolkata-700 040, Post Office & Police Station-Regent Park; District-South 24 Parganas, within the Kolkata Municipal Corporation Ward no.97, Borough no.X, being Assessee No.210970309603, which is butted and bounded as follows;-

- BY THE NORTH** : Premises No.4/7/1, Chanditola Lane, Kolkata-700 040;  
**BY THE SOUTH** : Premises No.4/12, Chanditola Lane, Kolkata-700 040;  
**BY THE EAST** : Premises No.4/11, Chanditola Lane, Kolkata-700 040;  
**BY THE WEST** : 18'-00" ft. wide Chanditola Lane, Kolkata-700 040.

**THE SCHEDULE "B" MENTIONED PROPERTY****ABOVE REFERRED TO****(Description of the Landowner's Allocation)**

**ALL THAT** piece and parcel of a Residential Flats {1 (one) in the First Floor (South-East) side AND 1 (one) in the Second Floor (South-West) side AND 1 (one) in the Third Floor (South-East) side AND 1 (one) in the Ground Floor (South-East) side AND Equal (half-portion) of the Garage of the (South-West) side in the Ground Floor} of the proposed Building constructed as per the sanctioned Building Plan from the Kolkata Municipal Corporation **TOGETHERWITH** undivided proportionate share of Land Property along with common land and common Facilities, utilities, civic amenities, as to be provided in the proposed newly constructed building at the Schedule "A" mentioned land property hereunder written and a sum of Rs. 8,00,000/- (Rupees Eight Lakh) only, which is Refundable.



THE SCHEDULE "C" MENTIONED PROPERTY

ABOVE REFERRED TO

(Description of the Developer's Allocation)

ALL THAT piece and parcel of a Residential Flats {1 (one) in the First Floor (South-West) side AND 1 (one) in the Second Floor (South-East) side AND 1 (one) in the Third Floor (South-West) side AND Equal (half-portion) of the Garage of the (South-West) side in the Ground Floor} of the proposed Building constructed as per the sanctioned Building Plan from the Kolkata Municipal Corporation TOGETHERWITH undivided proportionate share of Land Property along with common land and common Facilities, utilities, civic amenities, as to be provided in the proposed newly constructed building at the Schedule "A" mentioned land property written hereinabove.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common Areas and Facilities)

1. Electrical wiring and fittings and fixtures for lighting the common passages, entrance of the schedule "A" premises;
2. The stair case leading from the ground floor to the roof of the building and the light points in the entrance of the building stair case, stair case landings from the ground floor to the roof;
3. The overhead water reservoir and the underground water reservoir of the said premises and the main water connection pipe which comes from the reservoir of the building;
4. The rain water pipes, drains, sewerages, septic tank, boundary walls and all sides passages in between the building and the boundary wall;
5. Electrical meter room, main electric meter, pump and switches fixed in the common areas;
6. Roof of the top floor of the building for fixing up T.V. antenna, repairing of over-head tank, drying clothes and any social function subject to the consent of the other flat owners.

THE SCHEDULE "E" ABOVE REFERRED TO(Common Expenses)

1. The expenses of maintaining, repairing, decorating, etc. of the main structures and in particular exterior of the building and rain water pipes, water pipes and electrical wires as under or upon the building as enjoyed or used by the intending purchaser of the Schedule "A" premises and the main entrances, passages, landings, stair case of the building as shall be enjoyed by the intending purchasers and the Landowners in common and the boundary wall of the building;
2. The cost of cleaning and lighting of the passage, landings, stair case and other portion of the building as shall be enjoyed by the Purchaser or Purchasers of the Developer's allocation and the Landowner and the cost of salaries of durwans, sweepers, pump men, electricians, caretaker and other employees if any for the above said building.

THE SCHEDULE "F" ABOVE REFERRED TO(Payment Structures)

A.	At the time of Signing of this Agreement	.....	Rs. 5,00,000/-
B.	After completion of the First Roof	.....	Rs. 2,00,000/-
C.	After completion of the Second Roof	.....	Rs. 1,00,000/-
	<u>TOTAL</u> (Rupees Eight Lakh) only	.....	<u>Rs. 8,00,000/-</u>

At the time of Possession, the Landowner will REFUND the entire amount of Rs. 8,00,000/-



IN WITNESS WHEREOF THE PARTIES hereto have hereunto set and subscribed their respective hands and seals the day and year first herein above written.

SIGNED, SEALED & DELIVERED

IN PRESENCE OF:-

1. *Sommit Banerjee*  
68/A, B.P. Rd, Kol-41.

*Sommit Banerjee*

SIGNATURE OF THE  
LANDOWNER

2. *Kaushik Bandyopadhyay*  
Advocate.  
Alipore Judges' Court,  
Kolkata-700027.

**PRAYAS DEVELOPER**

*Debnar Saha*  
Proprietor

SIGNATURE OF THE  
DEVELOPER

Drafted & Prepared in my office by me under my dictation and read over and explained the same to the Parties of the Deed respectively who admitted the same to be true and signed by them.

*Kaushik Bandyopadhyay*

(SHRI KAUSHIK BANDYOPADHYAY)

Advocate.

Alipore Judges' & Police Court,  
Kolkata-700 027.

e-mail : [law786kaushik@gmail.com](mailto:law786kaushik@gmail.com)

Ph nos. 98302-50840////90517-54412

Computerized by me,  
*Sunil Banerjee*  
Banerjee Para Road,  
Kolkata-700 027.

AGMNT(Somda-Develop-Sumon-Amit)

MEMO OF RECEIPT

RECEIVED a sum of Rs. 5,00,000/- (Rupees Five Lakh) only out of Rs. 8,00,000/- (Rupees Eight Lakh) only from the aforesaid Developer, in the following manner as follows:-

<u>Date</u>	<u>Cheque No.</u>	<u>Bank &amp; Branch</u>	<u>Amount</u>
12.12.'19	000326	UCO Bank Haridevpur, 1077, M. G. Road, Kolkata-700 082.	Rs. <u>5,00,000/-</u>
<u>TOTAL</u> (Rupees Five Lakh) only			<u>Rs. 5,00,000/-</u>

WITNESS :

1. *Soumit Banerjee*  
65/4, Banerjee Park Road  
Kol - 700041

*Anil Das*

SIGNATURE OF THE  
LANDOWNER

2. *Manjiv Bandyopadhyay*  
Advocate.  
Alipore Judge Court,  
Kolkata-700027.





Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name .....

Signature .....



Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name AMIT DAS

Signature Amit Das



Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name SUMAN SAHA

Signature PRAYAS DEVELOPER  
Suman Saha

Proprietor

Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name .....







Signature .....



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS, District Name :South 24-Parganas  
Signature / LTI Sheet of Query No/Year 16020001888904/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SUMAN SAHA 20, CHANDITOLA LANE, P.O:- REGENT PARK, P.S:- Regent Park, District-South 24- Parganas, West Bengal, India, PIN - 700040	Represent ative of Developer [PRAYAS DEVELOP ER]			<i>Suman Saha</i> 12.12.2019
2	Mr AMIT DAS 6A, CHANDITOLA LANE, P.O:- REGENT PARK, P.S:- Regent Park, District:-South 24- Parganas, West Bengal, India, PIN - 700040	Land Lord			<i>Amit Das</i> 12.12.19
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr KAUSHIK BANDYOPADHYAY Son of Mr . ALIPORE JUDGES COURT, P.O: ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Mr SUMAN SAHA, Mr AMIT DAS			<i>Kaushik Bandyopadhyay</i> 12/12/19

(Samar Kumar Pramanick)  
DISTRICT SUB-  
REGISTRAR



OFFICE OF THE D.S.R. - I  
I SOUTH 24-PARGANAS  
South 24-Parganas, West  
Bengal

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

AMIT DAS

SANAT DAS

20/03/1982

Permanent Account Number

ANIPD9489K

*Amit Das*  
Signature



27002033





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকারন  
**ভারত সরকার**  
**Unique Identification Authority of India**  
**Government of India**

ভূমিকাভুক্তির আই ডি/Enrollment No.: 1040/19577/23479

To  
 অমিত দাস  
 Amit Das  
 6A CHANDITALA LANE  
 Regent Park S.O  
 Regent Park Kolkata  
 West Bengal 700040

7994355  
  
 MN079943556DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**4019 3135 0321**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
 GOVERNMENT OF INDIA



অমিত দাস  
 Amit Das  
 পিতা : সনাত দাস  
 Father : SANAT DAS  
 জন্ম সাল / Year of Birth : 1982  
 লিঙ্গ / Male



**4019 3135 0321**

আধার - সাধারণ মানুষের অধিকার

कार विभाग भारत सरकार  
COME TAX DEPARTMENT GOVT. OF INDIA  
SUMAN SAHA  
NARAYAN CHANDRA SAHA  
12/10/1976  
Pensioner's Account Number  
ATWPS3245G  
Suman





भारत सरकार  
GOVERNMENT OF INDIA



সুমন সাহা  
SUMAN SAHA  
পিতা : নারায়ণ চন্দ্র সাহা  
Father : NARAYAN CHANDRA SAHA  
জন্ম সাল / Year of Birth : 1976  
পুরুষ / Male



5159 3925 6581

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বৈশিষ্ট্য পরিচয় প্রাধিকরণ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:  
২০, চাঁদিতলা লেন, রিজেন্ট পার্ক,  
রিজেন্ট পার্ক, কোলকাতা, পশ্চিমবঙ্গ,  
700040

Address:  
20, CHANDITALA LANE,  
REGENT PARK, Regent  
Park S.O, Regent Park,  
Kolkata, West Bengal,  
700040

1947  
1800 150 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,  
Bangalore-560 001

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

GRN: 192019200114907791  
GRN Date: 11/12/2019 13:06:22  
BRN: 308581789

Payment Mode: Online Payment  
Bank: AXIS Bank  
BRN Date: 11/12/2019 13:08:18

DEPOSITOR'S DETAILS

Name: kaushik bandyopadhyay  
Contact No.:  
E-mail:  
Address: alipore  
Applicant Name: Mr S DAS  
Office Name:  
Office Address:  
Status of Depositor: Advocate  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
Id No.: 16020001888904/4/2019  
[Query No./Query Year]  
Mobile No.: +91 9051754412

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	16020001888904/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	16020001888904/4/2019	Property Registration- Registration Fees	0030-03-104-001-16	5053

In Words: Rupees- Twelve Thousand Seventy Four only

Total

12074



## Major Information of the Deed

Deed No :	I-1602-09822/2019	Date of Registration	18/12/2019
Query No / Year	1602-0001888904/2019	Office where deed is registered	
Query Date	10/12/2019 6:25:38 AM	D.S.R. - I I SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	S DAS ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8240369134, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
	Rs. 44,50,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,041/- (Article:48(g))	Rs. 5,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chanditala Lane, , Premises No: 42A, , Ward No: 097 Pin Code : 700040

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	2 Katha 8 Chatak		33,25,002/-	Width of Approach Road: 18 Ft.,
<b>Grand Total :</b>				4.125Dec	0/-	33,25,002 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft.	0/-	11,25,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
<b>Total :</b>		1500 sq ft	0/-	11,25,000 /-	

**Lord Details :**

Name,Address,Photo,Finger print and Signature

**Mr AMIT DAS**

Son of Late SANAT DAS 6A, CHANDITOLA LANE, P.O:- REGENT PARK, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ANIPD9489K,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 12/12/2019

, Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/12/2019

, Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Pvt. Residence

**Developer Details :**

SI No Name,Address,Photo,Finger print and Signature

1 **PRAYAS DEVELOPER**  
20, CHANDITOLA LANE, P.O:- REGENT PARK, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040 , PAN No.:: ATWPS3245G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No Name,Address,Photo,Finger print and Signature

1 **Mr SUMAN SAHA (Presentant)**

Son of Late NARAYAN CHANDRA SAHA 20, CHANDITOLA LANE, P.O:- REGENT PARK, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ATWPS3245G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PRAYAS DEVELOPER (as PROPRIETOR)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr KAUSHIK BANDYOPADHYAY</b> Son of Mr . ALIPORE JUDGES COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24 -Parganas, West Bengal, India, PIN - 700027			

Identifier Of Mr SUMAN SAHA, Mr AMIT DAS

**Transfer of property for L1**

Sl.No	From	To. with area.(Name-Area)
1	Mr AMIT DAS	PRAYAS DEVELOPER-4.125 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr AMIT DAS	PRAYAS DEVELOPER-1500.00000000 Sq Ft



Endorsement For Deed Number : I - 160209822 / 2019

**On 12-12-2019**

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

Presented for registration at 17:00 hrs on 12-12-2019, at the Private residence by Mr SUMAN SAHA .

**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 44,50,002/-

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

Execution is admitted on 12/12/2019 by Mr AMIT DAS, Son of Late SANAT DAS, 6A, CHANDITOLA LANE, P.O: REGENT PARK, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession Business

Indetified by Mr KAUSHIK BANDYOPADHYAY, , , Son of Mr . , ALIPORE JUDGES 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 12-12-2019 by Mr SUMAN SAHA, PROPRIETOR, PRAYAS DEVELOPER, 20, CHANDITOLA LANE, P.O:- REGENT PARK, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040

Indetified by Mr KAUSHIK BANDYOPADHYAY, , , Son of Mr . , ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

*S-a*

Samar Kumar Pramanick  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. -II SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

**On 13-12-2019**

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,053/- ( B = Rs 5,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 5,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 11/12/2019 1:08PM with Goyt, Ref. No: 192019200114907791 on 11-12-2019, Amount Rs: 5,053/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 308581789 on 11-12-2019, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by online = Rs 7,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB online on 11/12/2019 1:08PM with Govt. Ref. No: 192019200114907791 on 11-12-2019, Amount Rs: 7,021/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 308581789 on 11-12-2019, Head of Account 0030-02-103-003-02

*S-a*

Samar Kumar Pramanick  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. -II SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

**On 18-12-2019**

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

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

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 20/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 1526, Amount: Rs.20/-, Date of Purchase: 10/12/2019, Vendor name: A K Samajpati

*S-a*

Samar Kumar Pramanick  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. -II SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 160209822 for the year 2019.



*S-a*

Digitally signed by SAMAR KUMAR PRAMANICK  
Date: 2019.12.26 17:52:39 +05:30  
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2019/12/26 05:52:39 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)