04387/20 (8) I 4284/2020

भारतीय गैर न्यायिक

भारत INDIA

-:1:-

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL L 391041

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

14 AUG 2020

14/8/20

92 896678/20

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 14th day of August, Two Thousand Twenty, (2020),

BETWEEN,

8058 Date 26-06-2020

Sold to Sudipta Basak

of Alipore Judges' Court

Rupees 5.00

Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs.

District Sub-Registrar-II, Alipore
South 24 Parganas

Amarnath Chatterjee
1, Roy Bahadur Road
Behala - Kolkata -34.
S/o Sambhu Nath Chatterjee.

District Sub-Register-II
Alipore, South 24 Parganas

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1) **SMT. ANIMA DEY** , Having PAN: AIVPD2124K, having Aadhaar :5411 0933 2781,wife of Late Rabi Dey , by faith - Hindu, by occupation –Housewife , **2) SHRI JOY DEY,** Having PAN:AIVPD2135L, having Aadhaar :7774 5864 7466, son of Late Robi Dey, by faith - Hindu, by occupation –Business , **3) SHRI RANA DEY** , Having PAN: AGQPD7258M, having Aadhaar :6590 3844 1317, son of Late Rabi Dey ,by faith - Hindu, by occupation – Business, owner No. 1 to 3 are now residing at 3, Arya Samity Road , Kolkata-700034, Previous Police Station : Behala, at present Police Station : Parnasree and Post Office: Behala , in the District of South 24 Parganas and **4) SMT. RIMA PAUL** , Having PAN: AMTPP9431B, having Aadhaar :9309 8195 7869 ,daughter of Late Rabi Dey , wife of Shri Partha Paul ,by faith - Hindu, by occupation –Housewife, now residing at 265/20, Gopal Lal Thakur Road , Kolkata-700036, Police Station and Post Office : Baranagar, in the District of North 24 Parganas , hereinafter called and referred to as the **"FIRST PARTIES/OWNERS "** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives, and assigns) of the **ONE PART**.

AND

SUSHAMA ,a proprietorship firm having its office at 1, Roy Bahadur Road, Kolkata – 700034 , Post office and Police Station - Behala in the District of South 24 Parganas, represented by its sole proprietor **SHRI SAMBHUNATH CHATTERJEE** having PAN:ACLPC8625L, having Aadhaar No. 2507 7601 9666, son of Late Prakash Kumar Chatterjee, by faith -Hindu, by occupation- Business, residing at 1, Roy Bahadur Road, Kolkata – 700034 , Post office and Police Station – Behala, in the District of South 24 Parganas, hereinafter called and referred to as the **"SECOND PARTY/ DEVELOPER "** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors –in-office , executors, administrators, assigns) of the **SECOND PART.**

WHEREAS by a Deed of Gift dated 25th day of February ,1957 and registered in Book No.-1 Volume No. 29, pages 138 to 151 ,being No. 1727 ,for the year 1957 with the sub-registration office at Alipore , one Jitendra Nath Dey since deceased in consideration of love and affection transferred all his moveable and immovable properties in favour of his two sons namely Rabi Dey alias Robi Dey and Chabi Dey in equal shares .

AND WHEREAS for the convenient use and enjoyment of the said properties the said two brothers namely Rabi Dey alias Robi Dey and Chabi Dey and partitioned the same between themselves by a registered Deed of Partition dated 7th day of October ,1986, which was duly registered at Registrar of Assurances , Calcutta , vide book No. 1 ,being No. 12568 for the year 1986.

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AND WHEREAS by virtue of the said Deed of partition said Rabi Dey alias Robi Dey, absolutely seized and possessed of or otherwise sufficiently entitled to ALL THAT piece and parcel of land measuring area about 14(Fourteen) Cottahas 3(Three) Chittaks 03(Three) Square Feet be the same a little more or less together with brick built building lying and situated at Mouza - Behala, Pargana : Balia ,J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227 , appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910, part of premises no. 2/2 and 3/3, Arya Samity Road, also known as 330, Diamond Harbour Road ,within the South Suburban Municipality in the Suburbs of the town of Calcutta, previous Police Station : Behala , at present Police Station : Parnasree and Post Office– Behala ,District Sub- Registrar office at Alipore, in the District of the then 24 parganas, at present District of South 24 Parganas , referred to as the **original property.**

AND WHEREAS after the said partition said Rabi Dey alias Robi Dey mutated his name in respect of the original property in the office of the then South Suburban Municipality and subsequently before The Kolkata Municipal Corporation (S.S.Unit) as absolute Owner and as well as in the office of the other competent Authority and the original property was renumbered as Municipal Premises No 3. Arya Samity Road, ward No.131 and He was absolutely seized and possessed of all types of the right title and interest of the original property original property and has been paying taxes, rents and other charges to the concerned authority regularly.

AND WHEREAS while said Rabi Dey alias Robi Dey seized, possessed and during physical possession and occupation of the original property, subsequently on 9th day of February 1991,the said Rabi Dey alias Robi Dey gifted ALL THAT piece and parcel of demarcated land measuring area about **6 (Six) Cottahs 10(Ten) Chittaks 29 (Twenty Nine) Square Feet** be the same a little more or less together with structures out of his original property lying and situated at Mouza - Behala, Pargana : Balia ,J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227 , appertaining to R.S. Dag No. 13785 , R.S. Khatian No.6910, being part of Municipal Premises No 3. Arya Samity Road, ward No.131,within the jurisdiction of The Kolkata Municipal Corporation (S.S.Unit), previous Police Station : Behala , at present Police Station : Parnasree and Post Office– Behala ,District Sub- Registrar office at Alipore, in the District of South 24 Parganas, referred to as **aforesaid properties** , in favour of his wife **Anima Dey** out of love and affection ,by virtue of one registered Deed of Gift and which was duly registered at the office of the District Sub-Registrar office at Alipore and recorded in its Book No: 1, Volume No. 3, pages from 345 to 352, being No 2010 ,for the year 1991.

AND WHEREAS after the said Deed of Gift , said Rabi Dey alias Robi Dey while in khas possession and enjoyment of the remaining portion of **original property** ,which actual physical measuring area about 7(Seven) Cottahs 08(Eight) Chittaks and 19 (Nineteen) Square Feet be the same a little more or less lying and situated at Mouza - Behala, Pargana :

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Balia ,J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227 , appertaining to R.S. Dag No. 13785 , R.S. Khatian No.6910, being part of Municipal Premises No 3. Arya Samity Road, ward No.131,within the jurisdiction of The Kolkata Municipal Corporation (S.S.Unit), previous Police Station : Behala , at present Police Station : Parnasree and Post Office– Behala ,District Sub- Registrar office at Alipore, in the District of South 24 Parganas, referred to as **aforesaid Premises No.1.**

AND WHEREAS said Rabi Dey alias Robi Dey while in khas possession and enjoyment of the **aforesaid Premises No.1**,died intestate on **11th day of September, 2005**, leaving behind his surviving wife 1) **SMT. ANIMA DEY** and two sons namely **2) SHRI JOY DEY** , **3) SHRI RANA DEY** ,one daughter namely 4) **SMT. RIMA PAUL**, as his only legal heirs and successors and after the death of Rabi Dey alias Robi Dey, his **aforesaid Premises No.1** was equally devolved upon his wife ,sons and daughter as per Hindu Succession Act, 1956 and they thus became joint owner each thereby acquiring undivided equal one fourth share in the **aforesaid Premises No.1.**

AND WHEREAS by virtue of inheritance , said 1) **Smt. Anima Dey** , **2) Shri Joy Dey** , **3) Shri Rana Dey** and 4) **Smt. Rima Paul**, became joint owners of the **aforesaid Premises No.1** and they mutated their names before The Kolkata Municipal Corporation (S. S. Unit) and the **aforesaid Premises No.1** has been numbered as **Municipal premises No: 3, Arya Samity Road, ward No.131,** being Assessee No.41-131-01-0003-5, previous Police Station Behala , at present Police Station : Parnasree, in the District of South 24 Parganas, after the said mutation ,the office of The Kolkata Municipal Corporation (S.S.Unit) issued tax bill in favour of 1) Smt. Anima Dey , 2) Shri Joy Dey , 3) Shri Rana Dey and 4) Smt. Rima Paul and have been paying taxes, rents and other charges to the concerned authority regularly and had been enjoying sixteen annnas right and interest therein without any kind of interruption interference and disturbances and against any claim demand whatsoever.

AND WHEREAS in the manner aforesaid registered Deed of Gift, said **Anima Dey,** became sole absolute and exclusive owner of the **aforesaid properties** and with a view to reside upon the **aforesaid properties**, constructed, erected and completed one residential Building upon the western portion of the said bastu land and mutated her name before The Kolkata Municipal Corporation (S. S. Unit) and the **aforesaid properties** has been numbered as **Municipal premises No: 3A. Arya Samity Road, ward No.131,** being Assessee No.41-131-01-0093-0, previous Police Station Behala , at present Police Station : Parnasree, in the District of South 24 Parganas, after the said mutation ,the office of The Kolkata Municipal Corporation (S.S.Unit) issued tax bill in favour of **Anima Dey** and have been paying taxes, rents and other charges to the concerned authority regularly and had been enjoying sixteen annnas right and interest therein without any kind of interruption interference and disturbances and against any claim demand whatsoever.

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AND WHEREAS said **Smt. Anima Dey** , divided and demarcated her **aforesaid properties into two parts 1) ALL THAT** piece and parcel of bastu Land measuring area about **4 (Four) Cottahs 7 (Seven) Chittaks 44 (Forty Four) Square Feet** together with residential building lying and situated in Mouza - Behala, Pargana : Balia ,J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227 ,appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910 **being part of Municipal Premises No. 3A. Arya Samity Road, ward No.131**,within the jurisdiction of The Kolkata Municipal Corporation (S.S.Unit), being Assessee No. 411310100930, previous Police Station Behala , at present Police Station : Parnasree and Post Office– Behala ,District Sub- Registrar office at Alipore, in the District of South 24 Parganas for the purpose of her personal use AND **2) ALL THAT** piece and parcel of vacant Land measuring area about **2 (Two) Cottahs 2 (Two) Chittaks 30(Thirty) Square Feet** lying and situated at Mouza - Behala, Pargana : Balia, J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227, appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910, **being part of Municipal Premises No. 3A. Arya Samity Road, ward No.131**,within the jurisdiction of The Kolkata Municipal Corporation (S.S.Unit), being Assessee No. 411310100930, previous Police Station Behala , at present Police Station : Parnasree and Post Office– Behala ,District Sub-Registrar office at Alipore, in the District of South 24 Parganas, for the purpose of gift to her sons and daughter , out of the said Bastu land measuring about 6 (Six) Cottahs 10(Ten) Chittaks 29(Twenty Nine) Square Feet be the same a little more or less together with structure.

AND WHEREAS while said **Smt. Anima Dey**, seized and possessed of entire **aforesaid properties** , subsequently on **8th day of November ,2019** , said **Smt. Anima Dey** gifted **ALL THAT** piece and parcel of demarcated vacant Land measuring area about **2 (Two) Cottahs 2 (Two) Chittaks 30 (Thirty) Square Feet** lying and situated at Mouza - Behala, Pargana : Balia ,J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227, appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910, **being part of Municipal Premises No. 3A. Arya Samity Road, ward No.131**,within the jurisdiction of The Kolkata Municipal Corporation (S.S.Unit), being Assessee No. 411310100930, previous Police Station Behala , at present Police Station : Parnasree and Post Office– Behala ,District Sub- Registrar office at Alipore, in the District of South 24 Parganas, out of her **aforesaid properties** , in favour of her two sons and one daughter namely **1) SHRI JOY DEY** , **2) SHRI RANA DEY** and **3) SMT. RIMA PAUL** out of love and affection ,by virtue of one registered Deed of Gift and which was duly registered at the office of the District Sub- Registrar office – II at Alipore and recorded in its Book No: 1, Volume No. 1602-2019, pages from 310238 to 310266 , being No 160208645, for the year 2019.

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AND WHEREAS by virtue of the said registered Deed of Gift , said **1) SHRI JOY DEY** , **2) SHRI RANA DEY** and **3) SMT. RIMA PAUL**, got exclusive possession as rightful owners, occupiers and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of vacant bastu land measuring area about **2 (Two) Cottahs 2 (Two) Chittaks 30(Thirty) Square Feet** lying and situated at Mouza - Behala , Pargana : Balia ,J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227, appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910, being part of Municipal Premises No. 3A. Arya Samity Road, ward No.131,within the jurisdiction of The Kolkata Municipal Corporation (S. S. Unit), previous Police Station Behala , at present Police Station : Parnasree and Post Office– Behala, District Sub- Registrar office at Alipore, in the District of South 24 Parganas, and subsequently they mutated their names before The Kolkata Municipal Corporation (S.S.Unit) and the premises has been newly numbered as **Municipal premises No: 3A/1, Arya Samity Road,** ward No.131, being Assessee No.41-131-01-0113-1, previous Police Station Behala , at present Police Station : Parnasree, in the District of South 24 Parganas, after the said mutation ,the office of The Kolkata Municipal Corporation (S.S.Unit) issued tax bill in favour of **1) SHRI JOY DEY** , **2) SHRI RANA DEY** and **3) SMT. RIMA PAUL**, and they have been paying taxes, rents and other charges to the concerned authority regularly and had been enjoying sixteen annnas right and interest therein without any kind of interruption interference and disturbances and against any claim demand whatsoever.

AND WHEREAS by virtue of the said deed of gift said **1) SHRI JOY DEY** , **2) SHRI RANA DEY** and **3) SMT. RIMA PAUL** jointly seized and sufficiently got exclusive possession as absolute rightful owner, occupier and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of vacant bastu Land measuring area about **2 (Two) Cottahs 2 (Two) Chittaks 30 (Thirty) Square Feet** lying and situated at Mouza - Behala, Pargana : Balia ,J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227, appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910, **being Municipal Premises No. 3A/1, Arya Samity Road, ward No.131**, being Assessee No. 41-131-01-0113-1, within the jurisdiction of The Kolkata Municipal Corporation (S.S.Unit), previous Police Station : Behala , at present Police Station : Parnasree and Post Office– Behala, Additional District Sub- Registar office at Behala, District Sub- Registar office at Alipore, in the District of South 24-Parganas, for the sake of brevity it is to be called and referred as **"Aforesaid Property".**

AND WHEREAS while said **1) SHRI JOY DEY** , **2) SHRI RANA DEY** and **3) SMT. RIMA PAUL**, jointly seized and possessed of entire **Aforesaid Property**, subsequently on **9th day of December ,2019** , said 1) Shri Joy Dey , 2) Shri Rana Dey and 3) Smt. Rima Paul, gifted of **ALL THAT** piece and parcel of undivided undemarcated bastu land measuring area about **8 (Eight) Chittaks 30(Thirty) Square Feet** be the same a little more or less **equivalents to 390 (Three Hundred and Ninety) Square Feet** out of the vacant bastu Land measuring area about **2 (Two) Cottahs 2 (Two) Chittaks 30(Thirty) Square Feet** be the

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same a little more or less lying and situated in Mouza - Behala, Pargana : Balia, J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227 , appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910 **being Municipal Premises No 3A/1, Arya Samity Road, ward No.131**,within the jurisdiction of The Kolkata Municipal Corporation (S.S.Unit), being Assessee No. 41-131-01-0113-1, previous Police Station : Behala, at present Police Station : Parnasree and Post Office– Behala, Additional District Sub-Registar office at Behala, District Sub- Registar office at Alipore, in the District of South 24 Parganas, out of their **Aforesaid Property**, in favour of their mother namely **SMT. ANIMA DEY** out of love and affection ,by virtue of one registered Deed of Gift and which was duly registered at the office of the District Sub- Registrar office – II at Alipore and recorded in its Book No: 1, Volume No. 1602-2019, pages from 339664 to 339693 , being No 160209491, for the year 2019.

AND WHEREAS by virtue of the aforesaid registered Deed of Gift , said **SMT. ANIMA DEY** seized and possessed and sufficiently entitled to **ALL THAT** piece and parcel of undivided undemarcated bastu land measuring area about **8 (Eight) Chittaks 30(Thirty) Square Feet** be the same a little more or less **equivalents to 390 (Three Hundred and Ninety) Square Feet** out of the vacant bastu Land measuring area about **2 (Two) Cottahs 2 (Two) Chittaks 30(Thirty) Square Feet** be the same a little more or less lying and situated in Mouza - Behala, Pargana : Balia, J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227 , appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910 **being Municipal Premises No 3A/1, Arya Samity Road, ward No.131**,within the jurisdiction of The Kolkata Municipal Corporation (S.S.Unit), being Assessee No. 41-131-01-0113-1, previous Police Station : Behala, at present Police Station : Parnasree and Post Office– Behala, Additional District Sub- Registar office at Behala, District Sub- Registar office at Alipore, in the District of South 24 Parganas and subsequently **SMT. ANIMA DEY** mutated her name before The Kolkata Municipal Corporation (S.S.Unit) as joint owner , after the said mutation ,the office of The Kolkata Municipal Corporation (S.S.Unit) issued tax bill in favour of **1) SHRI JOY DEY** , **2) SHRI RANA DEY** and **3) SMT. RIMA PAUL**, **4) SMT. ANIMA DEY** and have been paying taxes, rents and other charges to the concerned authority regularly and had been enjoying sixteen annnas right and interest therein without any kind of interruption interference and disturbances and against any claim demand whatsoever.

AND WHEREAS by virtue of the said aforesaid registered Deed of Gifts, the said 1) **SMT. ANIMA DEY.**, **2) SHRI JOY DEY** , **3) SHRI RANA DEY** and **4) SMT. RIMA PAUL** jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of vacant bastu land measuring area about **2 (Two) Cottahs 2 (Two) Chittaks 30(Thirty) Square Feet** lying and situated at Mouza - Behala , Pargana : Balia ,J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227, appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910, **being Municipal Premises No. 3A/1, Arya Samity Road, ward No.131**,within the jurisdiction of The Kolkata

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Municipal Corporation (S. S. Unit), previous Police Station Behala , at present Police Station : Parnasree and Post Office– Behala, Additional District Sub- Registrar office Behala and District Sub- Registrar office at Alipore , in the District of South 24 Parganas, for the sake of brevity it is to be called and referred as **"Aforesaid Premises No.2"**, And they thus became joint owner each thereby acquiring undivided equal one fourth share in the **aforesaid Premises No.2.**

AND WHEREAS 1) Smt. Anima Dey., 2) Shri Joy Dey , 3) Shri Rana Dey and 4) Smt. Rima Paul got possession of the **aforesaid Premises No.1 and 2.** and have become the absolute rightful Owners, occupier seized and possessed of or otherwise well and sufficiently entitled to the landed properties and the said two plots are being contiguous to each other, they jointly got the said two (2) plots amalgamated comprising the total area of land measuring **9(Nine) Cottahs 11(Eleven) Chittaks and 04(Four) Square Feet** be the same a little more or less together with an old dilapidated structures thereon.

AND WHEREAS the 1) Smt. Anima Dey., 2) Shri Joy Dey , 3) Shri Rana Dey and 4) Smt. Rima Paul thereafter applied before The Kolkata Municipal Corporation Assessment Collection Department (S.S.Unit) for amalgamation of the said two Municipal Premises Nos. **3 and 3A/1 , Arya Samity Road, ward No.131**,within the jurisdiction of The Kolkata Municipal Corporation (S. S. Unit), which was allowed and the said two properties became amalgamated into a single premises and now known as **Municipal Premises No. 3, Arya Samity Road, Kolkata-700034, Ward No 131, being Assessee No.41-131-01-0003-5,** within the jurisdiction of The Kolkata Municipal Corporation (S.S.Unit) comprising land area about **9(Nine) Cottahs 11(Eleven) Chittaks and 04(Four) Square Feet** be the same a little more or less. after the said amalgamation ,the office of The Kolkata Municipal Corporation (S.S.Unit) issued tax bill in favour of 1) Smt. Anima Dey., 2) Shri Joy Dey , 3) Shri Rana Dey and 4) Smt. Rima Paul and have been paying taxes, rents and other charges to the concerned authority regularly and had been enjoying sixteen annnas right and interest therein without any kind of interruption interference and disturbances and against any claim demand whatsoever.

AND WHEREAS said Smt. Anima Dey , Shri Joy Dey , Shri Rana Dey and Smt. Rimā Paul jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring area about **9(Nine) Cottahs 11(Eleven) Chittaks and 04(Four) Square Feet** be the same a little more or less TOGETHER WITH **pucca** structure measuring area about 500 (Five Hundred) Square Feet be the same a little more or less **and asbestos shed** structure measuring area about 500 (Five Hundred) Square Feet be the same a little more or less standing thereon lying and situated at Mouza - Behala , Pargana : Balia ,J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227, appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910, **being Municipal Premises No. 3, Arya Samity Road, ward No.131, being Assessee No.41-131-01-0003-5,** within the jurisdiction of The Kolkata Municipal Corporation (S. S. Unit), previous Police Station Behala , at present Police Station : Parnasree , Post Office– Behala, Additional

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District Sub- Registrar office Behala and District Sub- Registrar office at Alipore , in the District of South 24 Parganas, for the sake of brevity it is to be called and referred as **"SAID PREMISES"**, which is morefully and particularly described in the **"FIRST SCHEDULE"** hereunder written .

AND WHEREAS the present First Parties/ Owners herein sufficiently got possession of the said premises as an Owner.

AND WHEREAS the First Parties have declared and represented as under:-

i) The premises of the First Parties are absolutely free from all encumbrances, mortgages, attachments, liens, lispendens of rights of other whatsoever.

ii) That the said premises does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.

iii) That they are not defaulter in payment of tax or any other statutory liability as should lead to attachment and/or sale of the said premises under Public Demands Recovery Act.

iv) That they have not heretofore entered into any agreement for sale of the said premises or any part thereof nor have they bound themselves by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property.

v.) That they have good right indivisible title and absolute power and authority to transfer their said premises and every part thereof.

AND WHEREAS The Structure which stands on the Said Premises is in a dilapidated condition not fit for habitation and not proper for reasonable safe and suitable accommodation of the present First Parties and their family members.

AND WHEREAS The First Parties are desirous to have their said premises developed for better utilization of the space available therein.

AND WHEREAS the First Parties are not in a position to develop the land and structures and lack of knowledge in the matter of construction of building AND WHEREAS the First Parties were in search of a Developer who has sufficient funds and lot of experience and would be capable of land interested to promote and develop the said premises by constructing a new building by investing necessary funds required for the purpose of construction and other incidental purpose.

AND WHEREAS having come to know about the intention of the owners the Second Party / Developer **SUSHAMA** ,a proprietorship firm having its office at 1, Roy Bahadur Road, Kolkata – 700034 , Post office and Police Station - Behala in the District of South 24 Parganas, represented by its sole proprietor **SHRI SAMBHUNATH CHATTERJEE** approached the First Parties with the proposal that he would be able to construct a new building upon the said land consisting of several flats as per Rules and Regulations of the Kolkata

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remaining area means several flat or flats garages, car parking spaces and other spaces and proportionate share of common spaces, places, stair cases and the Second Party shall have the right to sell, mortgage lease out and/ or rent out the same in whole or in part together with undivided proportionate share of land at the said **Municipal Premises No. 3, Arya Samity Road, ward No.131, being Assessee No.41-131-01-0003-5,** within the jurisdiction of The Kolkata Municipal Corporation (S. S. Unit), more fully described in the **THIRD SCHEDULE** hereunder written with right to enter into Agreement for sale , Deed of Conveyance of flat or flats , garages, car parking spaces and other commercial or semi commercial spaces together with undivided proportionate share of land with right on common areas and places to the any intending flat buyers and at the choice of the second party and to take advances and total consideration from them without any objection or interruption from the First Parties.

IX. **SALEABLE AREA :** shall mean the Flats, garages, car parking spaces and other commercial or semi commercial spaces at the premises which are available for independent use and occupation of the transferees / Purchasers together with the undivided proportionate share in the land areas of the building and the common areas provisions utilities and facilities attached therein required for such independent user.

X. **SUPER BUILT UP AREA :** Shall mean and include the covered area of the flat , external and internal walls, stairs and stairs landing ,lift, lift wall and column, as specified in the plan to be sanctioned by the appropriate authority.

XI. COMMON AREAS AND FACILITIES : Shall mean unless the context otherwise require entrance, corridors all ways paths, stair ways, Lift , stair case and its landing ,common lavatories, over head and underground tank, septic tank, boundary wall, water pump motors and other facilities which may be used and enjoyed in common by all the occupants or flat/unit/space of the building as required for the maintenance and/or management of facilities of the building more fully described in the **FIFTH SCHEDULE** hereunder written .

XII. **COMMON EXPENSES :** Shall mean unless the context otherwise require all the expenses, ground rents property maintenance charges, dues and outgoings and all other common expenses in respect of the Flats as may be determined jointly by the First Parties and Second Party until an Association is formed by the transferees/ Purchasers of the said flats in the building to be constructed thereon more fully described in the **SIXTH SCHEDULE** hereunder written.

XIII. **ADVOCATE :** shall mean Sri Sudipta Basak, Advocate who has been appointed by the Second Party for preparing all agreements, Deeds and documents relating to transfer of sealable space and incidental thereto for that project.

XIV. **TRANSFER:** means giving by a registered Deed of Conveyance/s executed by the First Parties/Owners or by any other person/s duly authorized by them lawfully and legally.

XV. **TRANSFEREE/ PURCHASER :** Shall mean the person, firm, limited company association of persons or any other legal goody to whom any flat, garage, car parking space in the building to be constructed thereon will be transferred.

XVI. (a) Words imparting singular shall include plural and vise versa.

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(b) Words imparting masculine gender shall include feminine and neuter gender, and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE – II
OWNERS' REPESENTAIONS AND RIGHTS .

1. The First parties are the joint owners and they are lawfully entitled to sell , develop , lease out and/or otherwise deal in and/or dispose of the properties belonging to the Owners including the said premises without requirement of permission or consent from any a court or otherwise.

2. Save and except the Owners nobody else has any right , title , interest , claim and demand whatsoever or howsoever and in respect of the said Premises.

3. From the date of execution of this Agreement and till completion of the building and transfer of all sealable spaces therein by execution and registration of Deed of Conveyance , if there is any defect in title of the Owners then the owners shall be liable for the same and shall forthwith resolve the same at their own costs and expenses . The owners shall ensure that the Owners title to the said Premises continues to remain marketable and free from all encumbrances, liabilities and restrictions and is approved for grant of project finance and housing loans .

4. The First Parties hereby declare that they have good and absolute right title and interest in the said premises mentioned in the First Schedule below without any claim of any right title or interest of any person or persons adversely against them. The Second Party is free and at liberty to make such investigations with regard to the title of the First Parties and has satisfied himself with the right title and interest of the First Parties.

5. That the Second Party / Developer herein shall be liable to construct a Multi Storied building on the said land at the said premises with all common amenities and facilities there to as per specification out of his fund and responsibilities.

6. The First Parties hereby undertake and assure that the Second Party will be entitled to construct and complete the Multi Storied building after Demolition of the whole existing Structure with all responsibilities and benefits as agreed by and between the parties and the Second Party will be further entitled to transfer by way of sale or otherwise as the absolute owner of the Second Party's allocation entire in one lot or in several lots with undivided proportionate share in the land of the said premises without any interference of or from the First Parties or any other person or persons claiming through under or in trust for the First Parties. Be it mentioned here that the salvage of the existing building which will be demolish will be get by the Developer.

ARTICLE - III
EXPLORATION AND DEVELOPMENT RIGHTS

The First Parties hereby grant exclusive right to the Second Party to build up and accept the said premises for the construction of the building and Second Party shall be entitle to enter into contract or agreement or sub-Contracts with any person, company or concern at its

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own risk and responsibility without encumbering the said premises of the First Parties in any manner whatsoever.

ARTICLE - IV
POWER OF ATTORNEY

The First Parties shall grant to the Second Party or his nominee or nominees such registered Development Power of Attorney as may be required for the purpose of obtaining Building sanction plan and all necessary permissions and approvals from the different authorities in connection with construction of the proposed building and electricity and water supply connections and for the purpose of to execute Agreement for sale ,Deed of Conveyance, lease, Gift , mortgage etc. for sale or any kind of transfer of the flat or flats garages, car parking spaces and other commercial or semi commercial spaces of the said building including proportionate share of land except the owner's allocation of the building to any intending purchaser or settled terms for sale at any price and be taking earnest money or full payment of consideration.

ARTICLE - V
(PROCEDURE)

1. The First Parties have appointed the Second Party as the Developer of the said premises and the Second Party has accepted such appointment on the terms and conditions hereunder contained.

2. The development of the Premises shall be in the following manner :-

a) Simultaneously with the execution hereof, the First Parties shall hand over to the Second Party all original title deeds, Corporation papers and other title related papers and documents relating to the said premises. It is clarified that the Second party, shall from time to time, allow inspection of the original documents kept with him or any of his representatives or to any person or persons and authority or authorities as may be requested by the First parties till the completion of the Project. Upon completion of the project and the formation of any association and or committee for the maintenance and management of the building, Developer shall return back the all original deeds and related documents to the said Owner's association or the Owners herein.

b) Simultaneously with the execution hereof, the Second Party, as attorney of the First Parties, at his own costs and expenses and for an on behalf of the First Parties, shall cause the plans of the said building to be prepared and deposit the same before sanctioning authority or authorities for the approval and or sanction of the same and got the plans approved and/or sanctioned along with other permissions, clearances or approvals for the said development.

c) The second party's advocate Sri Sudipta Basak shall act as an Advocate of the development project and all documents including the documents for sale and transfer shall be prepared and finalized by him.

d) That after completion of the construction ,if after due service of notice of shifting by the Second Party to the First Parties, the First Parties or any one of them fail or fails, neglect or neglects, refuse or refuses and/or delay or delays to take delivery of the possession of their or

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his/her units or unit in the said building at the said premises within the notice period then the Second Party shall be entitled to file a suit for Specific Performance of Contract against the First Parties collectively and or severally before any competent Court of law having jurisdiction over the same.

g) All applications, plan or plans, papers, declaration and documents requires be depositing or submitting by the Second Party for the approval and or sanction of the plan or plans and or for the development of the project shall be prepared by the Second Party at his own costs and expenses and submit or deposit the same, in the names of the First Parties. The Second Party shall also bear all costs and expenses and make deposits for the sanction of the plan or plans for the construction of the said building to be constructed at the said premises.

h) At any time after the execution of this Agreement, the Second Party shall have the right and shall be entitled to enter into the said premises and to do all preparatory works, as may be necessary for the project and from the date of these present he shall entered .

h) SUBJECT TO : force major and reasons beyond the control of the Second Party, the Second Party shall construct and complete the proposed Building of the said project at his own costs and expenses and deliver vacant and peaceful possession of the unit comprised in the First Parties' Allocation to the First Parties in habitable condition as per the particulars mentioned in the "SECOND SCHEDULE" hereunder written within a period of **30(THIRTY) months** from the date of sanction of the proposed building . That the Developer shall obtain Building sanction plan within Three Months from the date of this agreement. If the second party failed to complete the project within the above period then second party shall pay to First parties consolidated liquidated damages of Rs.10,000/- (Rupees Ten Thousand only) per month subject to force majeure and reasons beyond the control of the second party.

i) The Second Party shall construct the said building in the manner as be permissible under the building Regulations and By-Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

ARTICLE : VI
POSSESSION AND CONSTRUCTION

1. It has been agreed by and between the First Parties and the Second Party to construct, erects and completes the proposed building in the said premises and that the Second Party shall have the entire responsibility of construction of the said building and the First Parties shall have no responsibility regarding construction of the said building.

2. From the date of delivery of possession of the First Parties' allocation and till separate assessment by The Kolkata Municipal Corporation, First Parties shall contribute proportionately the taxes and other statutory outgoings on the said premises.

3. The Second Party agrees to complete the construction of the building and properly finish the same and handover Owners Allocation to the owners herein within a period of **30(THIRTY) months** from the date of sanction of the proposed building and on the same time owners shall refund the said refundable security deposit money taken as security to the

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Second Party immediately by account payee cheques otherwise Developer shall not liable to handover the Owners allocation to the first parties.

ARTICLE - VII
COMMON FACILITIES

1. That the Owners shall bear all outstanding taxes , Khajans till the date of execution of these presents and Developer shall bear and pay all taxes and other outgoings in respect of the land on and the date of execution and registration of the present agreement, But after completion of the proposed building and after registration of the deed of Conveyance / transfer and/or otherwise handing over the possession of flat/unit/ /car parking space or any spaces etc. in favour of the intending buyers , all taxes and outgoings in respect of flat/unit/ car parking space or any spaces etc to be borne by the respective buyers similarly after handing over the possessions of the complete flat/unit/ car parking space or any spaces etc as Owners Allocations in favour of the Owners , they will bear all taxes and outgoings in respect of their respective allocation.

2. Till all the saleable units within the Second Party's allocation are sold away, the Second Party in consultation with the First Parties shall frame rules for made or user and enjoyment of the residential and other Units of accommodation in the said building, and till formation of a body of the co-owners of the building including the First Parties herein and the purchaser of the Second Party, it will be the responsibility of the Second Party to arrange for maintenance of the common areas and the common utilities of the building and therefore the Second Party will be entitled to realize the cost proportionately from occupiers of the several units of the accommodation.

3. The Developer and Owners herein shall entitled to their respective allocations/portions in the building with absolute right to sell , alienate , transfer , gift and/or otherwise dispose of the same.

ARTICLE - VIII
COMMON RESTRICTIONS

It has been agreed by and between the parties hereto that the First Parties' allocation in the building shall be subject to the same restriction on transfer and use as would be applicable to the Second Party's allocation in the new building intended for the common benefits of all occupiers of the entire completed building which shall include the following.

1. The First Parties and the Second Party or the nominees of the Second Party during the subsistence of this agreement shall not use or permit to use their respective portions in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.

2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein and without obtaining necessary permission from the concerned statutory authorities.

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3. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, and/or local bodies and shall be responsible for any violation and/or breach of any of the laws, bye laws rules and regulations in their respective allocations.

4. The respective allotters shall keep the interior walls sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the building, in good condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein, and shall keep the other indemnified from and against the consequences of any breach.

5. No party or person(s) claiming through any of the parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-owner.

6. No party shall throw or accumulate any filth, rubbish waste or refuse or permit the same to be thrown or accumulated in or around the building or in the compound, corridors or any other portion of the common areas of the building and the premises.

7. In the event of any transfer being made by the parties of their respective allocations, the above conditions shall be made applicable to and binding upon the transferee(s).

ARTICLE - IX
COMMON RIGHTS AND OBLIGATION OF FIRST PARTIES AND SECOND PARTY

AND WHEREAS the terms and conditions which have been agreed to by and between the parties relating to such development verbally are herein recorded in writing.

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

1. The First Parties agrees to appoint and doth hereby appoint the said Second Party for construct building in the premises written in the First Schedule hereunder and the Second Party doth hereby accepts such appointment to act as developer of the premises. The said appointment is immutable by the First Parties save and except the Second Party must not commit any fault in carrying out the development work in the premises as per the building plan and the Second Party shall not contravene the terms stated herein.

2. Subject to the sanction of the building plan the Second Party shall develop and promote the property of the **Municipal Premises No. 3, Arya Samity Road, ward No.131**, within the jurisdiction of The Kolkata Municipal Corporation (S. S. Unit), by constructing building as per sanction by The Kolkata Municipal Corporation. The Second Party shall at his own costs, construct erect and complete the building with good and standard sound quality materials as may be specified by the Architects/LBS from time to time. The details of the specification of construction and the materials to be used for such purpose are mentioned and described in the FOURTH SCHEDULE hereunder written.

3. The facilities and works mentioned in the FOURTH SCHEDULE are the basic needs to make the flats and respective units as modern and habitable. The second party will

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provide all such amenities at his own cost and expenses. However if the First Parties wishes to avail more modern , extra and up-dated facilities , then and in that case they may request the second party in one month advance and writing with details of their choice . The Second Party may entertain such request, only if the First Parties pay for such cost of labour charges including cost of materials and marginal profit. Any extra works save and except the facilities given by the second party, in the proposed new premises, will incur extra cost. The said cost and expenses will borne by the First Parties.

4. The Second Party shall provide in the said building as his own cost pump, water storage, tank with overhead reservoirs, electric connection other facilities as are required to be provided in residential building having self contained apartments or flats. The cost and expenses for the installation of the Mother Meter from C.E.S.C Ltd. and the cost of the necessary electrical installation for the common areas will be borne by the Second Party. On the other hand the owners jointly or severally shall enjoy the liberties to apply, pursue and deposit the necessary payment toward the C.E.S.C Ltd for their respective C.E.S.C meter, at their own cost and expenses.

5. All costs charges and expenses for construction including Architects/LBS fees shall be discharged by the Second Party and the First Parties shall bear no responsibility in this context.

6. Simultaneously with the execution of the Agreement the Second Party shall be entitled to negotiate with the any other person to obtain their respective "No objection" in respect of the proposed construction/ development of the premises agreeing to provide space to them an per law.

7. All costs and expenses pertaining to the sanction of the building plan including the payment of requisite fees and other incidental expenses payable to such sanctioning authority shall borne by the Second Party.

8. To enable the Second Party to carry out its obligations, rights authorities, and entitlements under this Agreement the First Parties shall simultaneously grant and execute in favour of the Second Party by a Registered Development Power of Attorney which will be unalterable by the First Parties save and except on commission of a default by the Second Party in complying with the terms and conditions of this agreement.

9. All the legal heir of the owner's above named shall also abide by and confirm such power of Attorney in favour of the Second Party as well as terms and condition of this agreement.

10. That it is agreed by and between both the parties hereto that any other terms may be added , deleted and /or excluded , if necessary , after the execution of these presents as agreed by the both parties hereto and the deed of rectification may be executed between them being the part of these presents , if required ,in future .

11. That in the event of death of the any of the owners herein or the proprietor of developer herein of this deed of agreement , if god forbidden , then the legal heirs , successors and/or assignees of them will be stepped in to shoes in place of the dead person and they would to be abide by, observed and obey the all terms and condition as mentioned and written herein

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and would to be liable to execute and register fresh Development Power of Attorney in respect of the said premises in favour of the developer .

12. That the owners herein and the developer herein have entered in to this agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developers herein and owners herein.

13. The Second Party is hereby empowered by the First Parties to apply and obtain on their behalf and in their name the quotas for steel, cement bricks etc. as may be allocated by the respective authorities for the purpose of development of the premises at the cost of the Second Party and further shall be entitled to obtain temporary or permanent connection of electric service line ,water, drainage and to obtain other essential services, utilities, required for the Development of the premises and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Second Party and the First Parties will not responsible for the same.

14. The First Parties hereby agree and undertake to deliver the vacant possession of the said premises from the execution of this agreement to the Second Party for the purpose of Development and construction thereon on execution of this agreement without any objection or hindrances.

15. The Second Party has agreed to deliver the possession of the owner's allocation of new building within stipulated period of **30(THIRTY) months** from the date of sanction of the proposed building subject to owners refund the full amount of security deposit to the Second party .

16. On completion of the construction of the entire building the First Parties and the Second Party shall punctually and regularly pay for their respective allocation the said rate and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the First Parties and the Second Party and both the parties shall keep each other indemnified against all claims actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them at the case may be consequent upon a default by the First Parties or the Second Party in this behalf.

17. As and from the date of satisfactory handing over the FIRST PARTIES' ALLOCATION as mentioned above in all respects and duly acknowledged by the First Parties in writing and/or after 30 days from the date of service of notice by the Second Party to the First Parties for accepting the possession of their allocation and the First Parties shall be responsible to pay and bear and shall forthwith pay on demand to the Second Party the service charges for the common facilities in the building with respect of the First Parties' Allocation and said charges may include proportionate share of the building including replacement repair and maintenance charges and expenses of all common wiring pipes, electrical and mechanical equipments, pumps, motors whatsoever as may be mutually agreed from time to time.

18. Any transfer of any part of the First Parties' Allocation in the building shall be subject to the other provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges in proportionate share for the said common facilities.

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19. The First Parties' Allocation in the building shall be subject to the same restrictions on transfer and use as are applicable to the Second Party's' Allocation in the building intended for the common benefits of all occupiers of the new building which shall include the followings.

20. If the said development work and/or the construction work is suspended due to force majeure like natural calamity. Earth quake, strike riot or civil commotion or promulgation of any law etc. which is beyond the control of the Second Party, then in such event the stipulated time as aforesaid, shall be extended for such period as may be mutually agreed between the parties. But the market condition and Second Party's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Second Party.

21. It is further more agreed by and between the parties hereto that if any unforeseen claimant be arise upon the said premises during the continuation of the construction work of the newly proposed building to be done by the Second Party in that event the First Parties / owners or their nominee or nominees shall be jointly or severally liable to settled the aforesaid demand by the said unforeseen claimant at their cost or expenses.

22. The Second Party will also keep the First Parties saved, harmless and indemnified against all claims actions suits losses expenses and cost proceedings arise during the construction period of the said building as may be occasioned by the reasons mentioned hereunder.

a) That the Second Party shall pay for violation of rules and regulations prescribed under The Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanctioned building plan causing payment of fines or penalty imposed by the said authority for such violation of the building plan.

b) All claims and demands of the suppliers of building materials etc of the premises or all claims arising due to any accident suffered by employees/ workmen engaged by the Second Party to carry out development work in the premises. The Second Party shall solely be liable for compensation for such accident or accidents if any under the workmen's Compensation Act.

c) All claims and demands of the First Parties and occupiers of the adjoining premises due to damage or loss suffered by them in course of hazards in construction work of the premises shall be borne by the Second Party.

23. Both First Parties and the Second Party shall not use or permit to use their respective allocations in the building or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazard to the other occupiers of the said building.

24. Neither party shall demolish or permit to demolition of any wall or other structure in their respective allocation or any portion thereof or make structural alteration thereon without the previous consent of the other in this behalf, but such consent shall not be with held unreasonably.

25. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective

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allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other of their space or accommodation therein.

26. The First Parties shall permit the Second Party and the servant and agents without workmen and others at the reasonable limits and by prior notice to enter into and upon the First Parties' allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed building and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting, and common facilities and/ or for the purpose of maintaining repairing and testing drains, water pipes and electric wires and for other similar purposes.

27. The First Parties hereby agrees and covenants with the Second Party that they will mutate their own names at their own costs and expenses with the K.M.C. Authority after respective possession of flats in the new building is delivered to the First Parties and the Second Party shall co-operate with the First Parties in this respect.

28. The Second Party's allocation in the proposed building at the said premises is meant for sale as ownership flats. As such the First Parties and the necessary parties shall sign and execute all deeds of conveyances, documents and writings relating to such sale and transfer to the intending purchaser of the said Flats at a price determined by the Second Party without any further demand or charge.

29. That from the date of these presents , Second Party is at liberty to advertise for sale of the said ownership flats of developers allocation of the proposed building on the said premises and receive advance or consideration from the intending purchasers on Agreement against sale of such flats, garages or spaces and proportionate land value and shall be entitled to take entire amount of sale proceeds from such purchaser in respect of Second Party allocated share the proposed building.

30. The First Parties hereby agrees and covenants with the Second Party not to do any act, deed or thing whereby the Second Party may be prevented from selling, assigning and/ or disposing if any, of the Second Party's' Allocation in the building at the said property.

31. The First Parties shall not let-out grant, sale, gift , lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Second Party during the period of construction.

32. The First Parties hereby agrees and covenants with the Second Party to transfer the undivided proportionate share allocable and attributable to the Second Party's allocation in favour of the Second Party or its nominee or nominees in such part or parts as the Second Party shall required and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.

33. The Second Party shall have no right title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the First Parties and similarly the First Parties shall have not right or claim in respect of the Second Party's Allocation and undivided proportionate share pertaining thereof in common facilities and amenities as herein provided.

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34. The Second Party shall have no right to claim for payment reimbursement of any costs expenses or charges incurred towards construction of the owner's Allocation and of the undivided proportionate share in the common facilities and amenities of the new building. Hence the First Parties/ First part shall never be liable to pay and/or refund such cost or expenses to the Second Party.

35. The Second Party shall in completion of the new building. Put the First Parties in undisputed possession of the owner's Allocation together with all rights in common utility portions of the proposed building thereof.

36. The Second Party hereby agrees and covenants with the First Parties not to do any act, deed or thing whereby the First Parties would be prevented from enjoying, selling, assigning, and/or disposing of any of the owner's Allocation in the said new building at the said property.

37. The Second Party shall be entitled to negotiate with prospective buyers and/or purchasers for sale of Flats and other areas of the building belonging to the Second Party's Allocation during construction and/or after completion of the building and/or transfer and/or dispose of the entire sealable area of the building out of Developers allocation and also entered into Agreement for sale with the intending purchaser/ purchasers and to receive earnest money thereof receives the full consideration amount towards sale of Second Parties' Allocation and appropriate the same and the First Parties hereby confirm that the First Parties shall have no claim or demand over the said consideration or amounts in future under any circumstances, whatsoever and howsoever.

38. The First Parties confirms and undertake, that if so required by the Second Party the First Parties shall join as Confirming party to all Agreements and other documents of transfer that may be entered into by the Second Party for sale and/or otherwise transfer of the Flats in the said building of the Second Party Allocation without raising any objection and claiming any Additional Consideration Money.

39. It is understood that from, time to time to facilities the construction of the new building by the Second Party various deed matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Parties and various application and other documents may be required to be signed or made by the First Parties relating to the specific provisions may be reasonably required to be done in the manner and the First Parties shall execute any such authorization as may be required by the Second Party for the said purpose required by the Second Party for the said purpose and the First Parties also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the rights of the First Parties and/ or go against the spirit of this Agreement.

40. In case, any party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this agreement as then and in such event the other party shall without prejudice to their rights states herein be entitled to and or start legal proceeding both criminal and civil against the defaulting party and for Specific Performance of Contract together with right to claim damages and for other relief's.

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41. That the name of the proposed building in the said premises will be **COCOLA MANSION** , which shall be inscribed and marked and be fixed on the front wall of the building. It will be displayed prominently to the visitor and open to public eye. The Second Party is also permitted to inscribe its name in a visible place of the building.

42. The First Parties shall not stop work of the Second Party at any stage during the construction by bringing a suit against the Second Party and all order of injunction so long or there is no actionable deviation from the sanctioned building plan and/ or abandonment of work by Second Party.

43. The First Parties shall execute agreement for sale or deed of conveyance in favour of the intending purchaser if necessary when required by intending purchaser in respect of flats including proportionate share of land of Second Party's Allocation in the proposed building of the said premises before the registration office or any offices without claim any further demand and claim from the developer herein.

44. Alipore Judges Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE
(SAID PREMISES)

ALL THAT piece and parcel of Bastu land measuring area about **9(Nine) Cottahs 11(Eleven) Chittaks and 04(Four) Square Feet** be the same a little more or less TOGETHER WITH pucca structure measuring area about 500 (Five Hundred) Square Feet be the same a little more or less **and** asbestos shed structure measuring area about 500 (Five Hundred) Square Feet be the same a little more or less standing thereon lying and situated at Mouza - Behala , Pargana : Balia ,J.L. No.2, R.S. No. 83, Touzi No. 346 , comprised in C.S. Dag No. 1014 , under C.S. Khatian No.2227, appertaining to R.S. Dag No. 13785 , R.S. Khatian No. 6910, **being Municipal Premises No. 3, Arya Samity Road, ward No.131, being Assessee No.41-131-01-0003-5,** within the jurisdiction of The Kolkata Municipal Corporation (S. S. Unit), Kolkata-700034, previous Police Station Behala , at present Police Station : Parnasree , Post Office– Behala, Additional District Sub- Registrar office Behala and District Sub-Registrar office at Alipore , in the District of South 24 Parganas, together with right to user of the north and west side The Kolkata Municipal Corporation maintained Road exclusively and other easement right attached thereto, Premises not located on D. H. Road ---- .Which is butted and bounded as follows:-

ON THE NORTH : Road maintained by K.M.C and Property of Anima Dey .
ON THE SOUTH : Property of Anol Ghosh .
ON THE EAST : Property of Chobi Dey .
ON THE WEST : Road maintained by K.M.C and Property of Anima Dey

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SECOND SCHEDULE
PART-I
FIRST PARTIES'/ OWNERS ALLOCATION

Shall mean that on completion of the proposed Building that the Developer/Second party has agreed to provide the free of cost flats , parking spaces and Commercial or semi commercial spaces to the **owners No. 1. to 4. herein jointly** as follows:-

I) If the Developer shall sanction the said proposed Building as Ground Plus Three Storied Building :

A. **FOUR Numbers** of self contained Flats **on the FIRST FLOOR (ENTIRE PORTION)** to the **Owners No. 1. to 4. herein jointly as follows** :

1) **ONE** on the **North – West side of the First Floor** ,
2) **SECOND** on the **North – East side of the First Floor** ,
3) **THIRD** on the **South -West side of the First Floor,**
4) **FOURTH** on the **South - East side of the First Floor** ,

in habitable and finished condition together with undivided proportionate share of land together with all right of easements , common facilities and amenities attached thereto .

AND

B. **TWO Numbers of** self contained Flats on the **THIRD Floor** to the Owners **No. 1. to 4. herein jointly as follows** :

1) **ONE** on the **North- West Side of the Third Floor,**
2) **ANOTHER** on the **South- West Side of the Third Floor**

in habitable and finished condition together with undivided proportionate share of land together with all right of easements , common facilities and amenities attached thereto .

AND

Developer/Second party has agreed to provide the 50% of parking Space back to Back on the Ground Floor to the **owner no.1 to 4** herein Jointly.

AND

Developer/Second party has also agreed to provide the 50% of Commercial or semi commercial spaces on the Ground Floor to the **owner no.1 to 4** herein Jointly.

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II) If the Developer shall sanction the said proposed Building as Ground Plus Four Storied Building:

A. **FOUR Numbers** of self contained Flats **on the First Floor (ENTIRE PORTION)** to the **owners No. 1. to 4. herein jointly as follows**:

1) **ONE** on the **North – West side of the First Floor** ,
2) **SECOND** on the **North – East side of the First Floor ,**
3) **THIRD** on the **South -West side of the First Floor,**
4) **FOURTH** on the **South - East side of the First Floor ,**

in habitable and finished condition together with undivided proportionate share of land together with all right of easements , common facilities and amenities attached thereto .

AND

B. **THREE Numbers of** self contained Flats the **Fourth Floor** to the **owners No. 1. to 4. herein jointly as follows**:

1) **ONE** on the **North - West Side of the Fourth Floor,**
2) **SECOND** on the **South – East side** of the **Fourth Floor** and
3) **THIRD** on the **South - West Side of the Fourth Floor,**

in habitable and finished condition together with undivided proportionate share of land together with all right of easements , common facilities and amenities attached thereto .

AND

C. **ONE Number** of self contained Flat on the **North- East side of the Third Floor** in habitable and finished condition together with undivided proportionate share of land together with all right of easements, common facilities and amenities attached thereto.

AND

Developer/Second party has agreed to provide the 50% of parking Space back to Back on the Ground Floor to the **owner no.1 to 4** herein Jointly.

AND

Developer/Second party has also agreed to provide the 50% of Commercial or semi commercial spaces on the Ground Floor to the **owner no.1 to 4** herein Jointly.

The First Party shall be given the said Flat , parking Space **and** Commercial or semi commercial spaces in lieu of their Said Premises being given for Development to the SECOND PARTY.

The owners shall not any claim or demand over the said allocation in future under any circumstances, whatsoever and howsoever.

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PART-II
Refundable Security deposit Money

That Second party/ Developer has also agrees to pay a sum of **Rs 80,00,000/- (Rupees Eighty Lakh only)** to the owners / first Parties jointly as a **Refundable Security Deposit Money** as follows:-

1) Pay **Rs. 20,00,000/- (Rupees Twenty Lakhs) only** at the time of these presents .
2) Pay **Rs. 20,00,000/- (Rupees Twenty Lakhs) only** at the time of handing over the vacant possession by the owner.
3) Pay **Rs. 20,00,000/- (Rupees Twenty Lakhs) only** at the time of sanction of Building Plan.
4) Pay **Rs. 20,00,000/- (Rupees Twenty Lakhs) only** at the time of Second floor roof casting

The said amount of refundable security deposit shall be retained by the owners till the date of delivery possession of the owners Allocation in the proposed new building to the owners and owners shall refund the said amount to the Developer herein at the time of delivery possession of the owners Allocation without any interest.

The owner shall not any claim or demand over the said allocation and money in future under any circumstances, whatsoever and howsoever.

THIRD SCHEDULE
SECOND PARTY'S ALLOCATION

Shall mean the rest and remaining portion of the newly proposed building in the premises excluding the Owner's Allocation. The said rest and remaining area means several flat or flats, Car Parking Spaces , Shops, Commercial or semi commercial spaces and proportionate share including common spaces, places ,stair cases and the Second Party shall have the exclusive right to sell, mortgage lease out and/ or rent out the same in whole or in part together with proportionate share of land at the **Municipal Premises No. 3, Arya Samity Road, ward No.131, being Assessee No.41-131-01-0003-5,** within the jurisdiction of The Kolkata Municipal Corporation (S. S. Unit),,with right to enter into Agreement for sale , Deed of Conveyance of flats, Car parking Spaces, Shop Commercial or semi commercial spaces with right on common areas and places to the intending flat buyers etc and to take advances an final consideration Money from them without any claim, objection or interruption from the First Parties .

FOURTH SCHEDULE
(SPECIFICATIONS & AMENITIES)

1) Structure ;

R.C.C(1:2:3) framed structure with 1st class 8" brick external wall , 3" internal walls and 5" partition walls between flats in sand cement mortar (1:5) , ½" thick plaster with sand ,

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cement mortar (1:5) inside and outside plaster.1/4" thick plaster with sand cement mortar(1:4) in ceiling plaster.

2)Flooring :

Marble (2'X 2") floor with skirting for bed room, dining and drawing ,kitchen toilet door seal, balcony inch to inch Marble.

3) Kitchen:

Black stone cooking desk, Steel sink 3 pieces black stone shelves 2' 6" high glazed tiles dados above cooking desk.

4) Toilet:

6'ft. high tiles dado above the skirtings .

5) water plumbing:

Installation of K.M.C water upto underground reservoir, electric motor pump provision would be there for lifting water upto overhead tank for distributing of water for the building .

6) Sanitary and plumbing :

Concealed pipeISI mark line with necessary fittings – 1EWC white commode with black Cover . 2 pvc cistern ,1 white basin, 1 Shower , 1 bip Cock and underground sewerage connection.

7) Electricity: Fully concealed wiring and earthing

Bed rooms : concealed wiring with necessary switch boards have three light point , one fan point and one 5 amp. Plug point for each bed room. A.C Point in all Bed Room, all wire and switch will be reputed make and ISI mark. .

Drawing/ Dining: three light point, one fan point and one 15 amp plug point for refrigerator. And one 5 amp. Plug point for T.V. 1 no 15 amp plug point for washing machine,.

Kitchen: One light point, one exhaust fan point and one 15 amp plug point.

Toilet (Common): one Light point, one No. of Exhaust Fan point, one no of gizzer point for each toilet .

Toilet (Attached): one Light point, one No. of Exhaust Fan point, one no of gizzer point for each attached toilet .

Verandah : light point-1pc,

Door entrance One no calling bell point for main entrance of the flat ,

8) Doors:

Doors and standard make with wood frame with commercial flash door in all rooms ,, kitchen and toilet. Main door will be made by Wood Frame and Sutter will be made by Bhola or gamar Wood with GODREJ Lock.

Eye View:

1 no. (Main Door) in flats.

1 no. Door stopper in every door.

. Hasp Bolt and d. Handle in each door.

9) windows:

All windows of aluminium sliding with ½ " square bar iron covering .

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10) Colour:

All wall finished with putty without painting of internal walls , Weather coat colour for outer walls , synthetic enamel point on grills.

11) Extra work:

Any extra work other than standard specification shall be changed extra as decided by authorized engineer and such amount shall have to be deposited before the execution of the said extra work.

FIFTH SCHEDULE
(THE COMMON AREAS)

1. **AREAS**

a) Entrance and exits to the premises and the Building

b) Boundary walls and main gate of the premises.

c) Stair case, stair head room and lobbies on all the floors.

d) Entrance lobby, electric/utility space, water pump room, if any, Common installations on the roof and in the ground floor and also in each floor.

e) Right to access on the roof above the top of the floor of the Building.

f) The open land in the premises, foundation columns, beams, supports, common passage, and boundary walls of the building.

2. **WATER PLUMBING AND DRAINAGE**

a) Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit/ or exclusively for the same.

b) Water supply system of the whole building.

c) Water pump, underground and over head water reservoirs together with all common plumbing, installations for carriage of water (save only those are within the exclusive area of any unit and/ or exclusively for its use.

3. **ELECTRICALS INSTALLATIONS**

a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any unit/ or exclusively for its use)

b) Lighting of common portions.

c) Electrical installations for receiving electricity from suppliers and meters for recording the supply.

d) Electric installation for any machinery.

e) Machineries and accessories, if any.(at extra cost).

f) Lift.

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4. **OTHERS.**

a) Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the Building as are necessary for passage to and/or user of the units in common by the Co-owners.

THE SIXTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES FOR MAINTENANCE AND MANAGEMENT)

a) The expenses of administration, maintenance, repairs, refreshment of the common parts and equipments and accessories and common areas and facilities including white washing painting and decorating the exterior portion of the said building, the boundary walls, entrance, stairs and it's landing, gutters, rain water pipes, motor pumps, water and pipes, electric wiring and installations, swears, drains and all other common parts, fixtures, fittings and equipments or upon the building enjoyed on used in common by the Purchaser, Co-Purchasers or other occupiers.

b) To cost cleaning maintaining and lighting the main entrances, passages landings, staircase and other parts of building as enjoyed or used in common by the occupiers of the said building.

c) The salaries of manager, clerks, bill collectors, chowkidars, plumbers, sweepers and other staff for maintenance work.

d) All charges and deposits for suppliers of common utilities.

e) The Cost of working, repair, refreshment and maintenance of pump and plumbing works , lift including all over service charge for the service to be rented in the common to all the co-owner.

f) Municipal Tax and other taxes both owner and co-owner and other outgoing etc. save those expressly or separately assessed on the purchasers or other co-owners or on the respective units.

g) All electricity charges payable for the common portion as well as electricity charges for Lift of the said building.

h) Insurance premium for insuring the building against earth quake free, lighting mob damage, civil commotion etc if any .

i) All litigation expenses appertaining to the maintenance and protection of the building and the disputes regarding claims and/or demands for municipal corporation and/or other local authority.

j) Such other expenses including painting and stationary also litigation expenses include in respect of any dispute with the Municipal Corporation, Improvement Trust, CMDA and other local authorities, government or any other persons relating to or as may be demand by the association or co-owner or any ad-hoc committee to be necessary or incidental to the maintenance and up kip of the said building.

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14 AUG 2020

IN WITNESS WHEREOF the **PARTIES** hereto have executed these presents on the day, month and year first above written.

SIGN SEALED EXECUTED AND
DELIVERED by the FIRST PARTIES at Kolkata
In the Presence of :-
WITNESSES :-

1. Amarnath Chatterjee
1, Ray Bahadur Road
Behala - Kolkata-34.

2. Uma Dey
3-Arya samity Road
Behala · Kol - 34.

Anjana Dey
Jay Dey
Para Dey
Bima Paul

SIGNATURE OF THE FIRST PARTIES/OWNERS

SIGN SEALED EXECUTED AND
DELIVERED by the SECOND PARTY at Kolkata
In the Presence of :-
WITNESSES :-

1. Amarnath Chatterjee.
1, Roy Bahadur Road,
Behala, Kolkata -34.

2. Uma Dey.
3-Arya samity Road
Behala · Kol-34

SUSHAMA
Sambhu Nath Chatterjee
Proprietor

SIGNATURE OF THE SECOND PARTY/ DEVELOPRER

Drafted by me :
Sudipta Basak

SUDIPTA BASAK
Advocate,
Alipore Judges Court.
Kolkata – 700027
Mobile No:9433098208.
Enrolment No: WB- 518/2002
Computer printed by:
Print & Graphics,Kolkata-700038

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South 24 Parganas

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Alipore, South 24 Parganas

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MEMO OF CONSIDERATION :

RECEIVED on and from the within named **SECOND PARTY/ DEVELOPER** the within mentioned sum of **Rs.20,00,000/- (Rupees Twenty Lakhs Only)** being as a 1st Installment of **REFUNDABLE SECURITY DEPOSIT MONEY** as per memo below.

MEMO

S/L No	Cheque No.	Date	Bank	Branch	Rs.
1.	**570893** Smt. Anima Dey	**03.08.2020**	Indian Bank	Hide road	**5,00,000/-**
2.	**570894** Shri Joy Dey	**03.08.2020**	Indian Bank	Hide road	**5,00,000/-**
3.	**570895** Shri Rana Dey	**03.08.2020**	Indian Bank	Hide road	**5,00,000/-**
4.	**570896** Smt. Rima Paul	**03.08.2020**	Indian Bank	Hide road	**5,00,000/-**
				TOTAL	**20,00,000/-**

(RUPEES TWENTY LAKHS ONLY)

WITNESSES :-

1. Amarnath Chatterjee
1, Ray. Bahadur Road
Behala - Kolkata - 34.

2. Uma Dey.

3. Arya samity Road
Behala - Kol - 34

Anima Dey
Joy Dey
Rana Dey
Rima Paul

SIGNATURE OF THE FIRST PARTIES/OWNERS

District Sub-Registrar-II, Alipore
South 24 Parganas

District Sub-Register-II
Alipore, South 24 Parganas

14 AUG 2020

	Thumb	1st finger	Middle finger	Ring finger	Little finger
LEFT HAND					
RIGHT HAND					

NAME ANIMA DEY

SIGNATURE Anima Dey

	Thumb	1st finger	Middle finger	Ring finger	Little finger
LEFT HAND					
RIGHT HAND					

NAME JOY DEY

SIGNATURE Joy Dey

	Thumb	1st finger	Middle finger	Ring finger	Little finger
LEFT HAND					
RIGHT HAND					

NAME RANA DEY

SIGNATURE Rana Dey

District Sub-Registrar-II, Alipore
South 24 Parganas

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Alipore, South 24 Parganas

14 AUG 2020

	Thumb	1st finger	Middle finger	Ring finger	Little finger
LEFT HAND					
RIGHT HAND					

NAME RIMA PAUL

SIGNATURE Rima Paul

	Thumb	1st finger	Middle finger	Ring finger	Little finger
LEFT HAND					
RIGHT HAND					

NAME SAMBHU NATH CHATTERJEE

SIGNATURE Sambhu Nath Chatterjee

SUSHAMA
Sambhu Nath Chatterjee.
Proprietor

	Thumb	1st finger	Middle finger	Ring finger	Little finger
LEFT HAND					
RIGHT HAND					

NAME .....

SIGNATURE .....

District Sub-Registrar-II, Alipore
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14 AUG 2020

আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1040/21158/00495

To
জয় দে
Joy Dey
3 ARYA SAMITY ROAD
Behala
Behala
Circus Avenue Kolkata
West Bengal 700034
9903858518

23/11/2013

79325735

MN793257354FT

আপনার আধার সংখ্যা / Your Aadhaar No. :

7774 5864 7466

আধার – সাধারণ মানুষের অধিকার

ভারত সরকার

Government of India

জয় দে
Joy Dey
পিতা : রবি দে
Father : Robi Dey
জন্মতারিখ / DOB : 21/09/1981
পুরুষ / Male

7774 5864 7466

আধার – সাধারণ মানুষের অধিকার

Government of India

AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

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Unique Identification Authority of India

ঠিকানা:
3, আর্য সমিতি রোড, বেহালা, কোলকাতা, বেহালা, পশ্চিম বঙ্গ, 700034

Address:
3, ARYA SAMITY ROAD, Behala, Kolkata, Behala, West Bengal, 700034

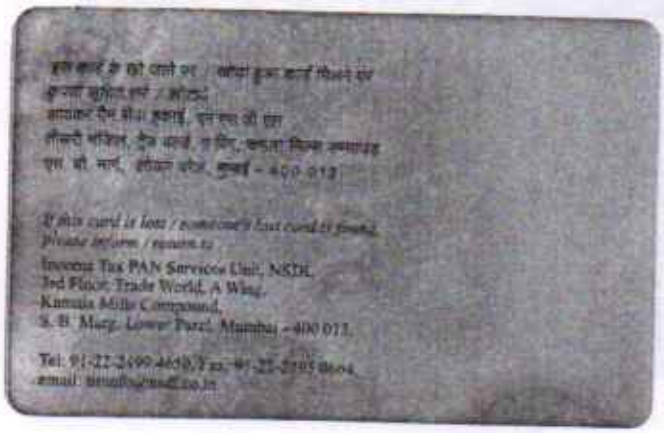
7774 5864 7466

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
JOY DEY
ROBI DEY
21/08/1981
Permanent Account Number
AIVPD2135L
Signature



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

Income Tax PAN Services Unit, NSDL
3rd Floor, Trade World, A Wing,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664
email: tinpan@nsdl.co.in

আধার

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি / Enrollment No. : 1040/21158/00493

To
ANIMA DEY
অনিমা দে
3
ARYA SAMITY ROAD
Behala
Behala,Kolkata
West Bengal - 700034
9903868518

02/12/2013

KL683692688FT

66369268

আপনার আধার সংখ্যা / Your Aadhaar No. :

5411 0933 2781

আধার – সাধারণ মানুষের অধিকার

ভারত সরকার

Government of India

অনিমা দে

ANIMA DEY

পিতা : কালিপদ দে

Father : KALIPADA DEY

জন্মতারিখ/DOB: 09/10/1953

মহিলা / Female

5411 0933 2781

আধার – সাধারণ মানুষের অধিকার

Anima Dey

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ANIMA DEY

KALIPADA DEY

09/10/1953

Permanent Account Number

AIVPD2124K

Signature

29122005

Anima Dey

ভারত সরকার

আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি/Enrollment No.: 1040/20021/03598

04/11/2012

To

শম্ভু নাথ চ্যাটার্জী

Sambhu Nath Chatterjee

1 ROY BAHADUR ROAD

Behala S.O

Behala Kolkata

West Bengal 700034

18966785

MN189667855DF

আপনার আধার সংখ্যা/ Your Aadhaar No. :

2507 7601 9666

আধার - সাধারণ মানুষের অধিকার

Government of India

AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা প্রাপ্ত করুন।

INFORMATION

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- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

18966785

ভারত সরকার

GOVERNMENT OF INDIA

শম্ভু নাথ চ্যাটার্জী

Sambhu Nath Chatterjee

পিতা : প্রকাশ কুমার চ্যাটার্জী

Father : PRAKASH KUMAR CHATTERJEE

জন্ম সাল / Year of Birth : 1955

পুরুষ / Male

2507 7601 9666

আধার - সাধারণ মানুষের অধিকার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
১, রায় বাহাদুর রোড, বেহালা,
কোলকাতা, পশ্চিমবঙ্গ, 700034

Address:
1, ROY BAHADUR ROAD,
Behala S.O, Behala, Kolkata,
West Bengal, 700034

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

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

Sambhu Nath Chatterjee

सत्यमेव जयते

Directorate of Registration & Stamp Revenue
Finance Department, Government of West Bengal

e-Appointment Details

Appointment Number	:	**202000253806**
Query No./Year	:	2000896678/2020
Name of the applicant	:	Mr SUDIPTA BASAK
Address of the applicant	:	Alipore
Status of the applicant	:	Advocate
Mobile no.	:	9433098208
Transaction	:	[0110] Sale, Development Agreement or Construction agreement
Office Where Deed will be Registered	:	D.S.R. -I I SOUTH 24-PARGANAS
Date of Presentation	:	14/08/2020
Time & Slot	:	11:52 a.m. Slot-1

You are requested to visit the concerned Registration Office at appointed time only.

N.B:Once e-Appointment is fixed, ONLINE correction of mistakes will not be permitted.

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

ACLPC8625L

नाम /NAME

SAMBHU NATH CHATTERJEE

पिता का नाम /FATHER'S NAME

PRAKASH KUMAR CHATTERJEE

जन्म तिथि /DATE OF BIRTH

18-11-1955

हस्ताक्षर /SIGNATURE

Sambhu Nath Chatterjee.

आयकर आयुक्त, प.बं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

Sambhu Nath Chatterjee.

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें
संयुक्त आयकर आयुक्त(पद्धति एवं तकनीकी),
पी-7,
चौरंगी स्क्वा-?,
कलकत्ता - 700 069.

In case this card is lost/found,kindly inform/return to the issuing authority :
Joint Commissioner of Income-tax(Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1040/21158/00496

To
রানা দে
RANA DEY
3 ARYA SAMITY ROAD
Behala
Behala
Circus Avenue Kolkata
West Bengal 700034
9903858518

23-11-2013

79328751

MN793287515FT

আপনার আধার সংখ্যা / Your Aadhaar No. :

6590 3844 1317

আধার – সাধারণ মানুষের অধিকার

ভারত সরকার
Government of India

রানা দে
RANA DEY
পিতা : রবি দে
Father : Robi Dey
জন্মতারিখ / DOB : 20/07/1977
পুরুষ / Male

6590 3844 1317

আধার – সাধারণ মানুষের অধিকার

Rana Dey

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RANA DEY

RABI DEY

20/07/1977

Permanent Account Number

AGQPD7258M

Signature

Rana Dey

আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No. : 1111/93568/01476

To
Rima Paul
রিমা পাল
266/20
GOPAL LAL THAKUR ROAD
Baranagar (m)
Baranagar,North 24 Parganas
West Bengal - 700036

14/03/2014

KL817390854FT

81739085

আপনার আধার সংখ্যা / Your Aadhaar No. :

9309 8195 7869

আধার – সাধারণ মানুষের অধিকার

ভারত সরকার
Government of India

রিমা পাল
Rima Paul
পিতা : রবি দে
Father : Rabi Dey

জন্মতারিখ/DOB: 30/07/1980
মহিলা / Female

9309 8195 7869

আধার – সাধারণ মানুষের অধিকার

Rima Paul


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
RIMA PAUL
ROBI DEY
30/07/1980
Permanent Account Number
AMTPP9431B
Signature

Rima Paul

District Sub-Registrar-II, Alipore
South 24 Parganas

Major Information of the Deed

Deed No :	**I-1602-04284/2020**	**Date of Registration**	**14/08/2020**
Query No / Year	**1602-2000896678/2020**	**Office where deed is registered**	
Query Date	**03/08/2020 11:35:02 PM**	1602-2000896678/2020	
Applicant Name, Address & Other Details	SUDIPTA BASAK Alipore,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433098208, 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 : 20,00,000/-]	
Set Forth value		Market Value	
		Rs. 1,96,78,861/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,021/- (Article:48(g))		Rs. 20,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Arya Samiti Road, Road Zone : (Premises Not located on D H Road --) , , Premises No: 3, , Ward No: 131 Pin Code : 700034

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		9 Katha 11 Chatak 4 Sq Ft		1,91,53,861/-	Property is on Road
	Grand Total :				**15.9935Dec**	**0 /-**	**191,53,861 /-**	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	0/-	3,75,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete				
S2	On Land L1	500 Sq Ft.	0/-	1,50,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete				
	Total :	**1000 sq ft**	**0 /-**	**5,25,000 /-**	

District Sub-Registrar-II, Alipore
South 24 Parganas

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Smt ANIMA DEY (Presentant) Wife of Late RABI DEY Executed by: Self, Date of Execution: 14/08/2020 , Admitted by: Self, Date of Admission: 14/08/2020 ,Place : Office	 14/08/2020	 LTI 14/08/2020	Anima Dey 14/08/2020
	3, ARYA SAMITY ROAD, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AIVPD2124K, Aadhaar No: 54xxxxxxxx2781, Status :Individual, Executed by: Self, Date of Execution: 14/08/2020 , Admitted by: Self, Date of Admission: 14/08/2020 ,Place : Office			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Shri JOY DEY Son of Late RABI DEY Executed by: Self, Date of Execution: 14/08/2020 , Admitted by: Self, Date of Admission: 14/08/2020 ,Place : Office	 14/08/2020	 LTI 14/08/2020	Joy Dey 14/08/2020
	3, ARYA SAMITY ROAD, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIVPD2135L, Aadhaar No: 77xxxxxxxx7466, Status :Individual, Executed by: Self, Date of Execution: 14/08/2020 , Admitted by: Self, Date of Admission: 14/08/2020 ,Place : Office			
3	**Name**	**Photo**	**Finger Print**	**Signature**
	Shri RANA DEY Son of Late RABI DEY Executed by: Self, Date of Execution: 14/08/2020 , Admitted by: Self, Date of Admission: 14/08/2020 ,Place : Office	 14/08/2020	 LTI 14/08/2020	Rana Dey 14/08/2020
	3, ARYA SAMITY ROAD, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGQPD7258M, Aadhaar No: 65xxxxxxxx1317, Status :Individual, Executed by: Self, Date of Execution: 14/08/2020 , Admitted by: Self, Date of Admission: 14/08/2020 ,Place : Office			

District Sub-Registrar-II
South 24 Parganas

4	Name	Photo	Finger Print	Signature
	Smt RIMA PAUL Daughter of Late RABI DEY Executed by: Self, Date of Execution: 14/08/2020 , Admitted by: Self, Date of Admission: 14/08/2020 ,Place : Office	 14/08/2020	 LTI 14/08/2020	Rima Paul 14/08/2020
	265/20., GOPAL LAL THAKUR ROAD, P.O:- BARANAGAR, P.S:- Baranagar, Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AMTPP9431B, Aadhaar No: 93xxxxxxxx7869, Status :Individual, Executed by: Self, Date of Execution: 14/08/2020 , Admitted by: Self, Date of Admission: 14/08/2020 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**SUSHAMA** 1, ROY BAHADUR ROAD, Block/Sector: BEHALA, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 , PAN No.:: ACLPC8625L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Shri SAMBHUNATH CHATTERJEE Son of Late PRAKASH KUMAR CHATTERJEE Date of Execution - 14/08/2020, , Admitted by: Self, Date of Admission: 14/08/2020, Place of Admission of Execution: Office	 Aug 14 2020 12:21PM	 LTI 14/08/2020	Sambhunath Chatterjee 14/08/2020
	1,ROY BAHADUR ROAD, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACLPC8625L, Aadhaar No: 25xxxxxxxx9666 Status : Representative, Representative of : SUSHAMA (as PROPRIETOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr AMARNATH CHATTERJEE Son of Shri SAMBHUNATH CHATTERJEE 1,ROY BAHADUR ROAD, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034			Amarnath Chatterjee
	14/08/2020	14/08/2020	14/08/2020
Identifier Of Smt ANIMA DEY, Shri JOY DEY, Shri RANA DEY, Smt RIMA PAUL, Shri SAMBHUNATH CHATTERJEE			

District Sub-Registrar-II, Alipore
South 24 Parganas

Transfer of property for L1		
Sl.No	**From**	**To. with area (Name-Area)**
1	Smt ANIMA DEY	SUSHAMA-3.99839 Dec
2	Shri JOY DEY	SUSHAMA-3.99839 Dec
3	Shri RANA DEY	SUSHAMA-3.99839 Dec
4	Smt RIMA PAUL	SUSHAMA-3.99839 Dec
Transfer of property for S1		
Sl.No	**From**	**To. with area (Name-Area)**
1	Smt ANIMA DEY	SUSHAMA-125.00000000 Sq Ft
2	Shri JOY DEY	SUSHAMA-125.00000000 Sq Ft
3	Shri RANA DEY	SUSHAMA-125.00000000 Sq Ft
4	Smt RIMA PAUL	SUSHAMA-125.00000000 Sq Ft
Transfer of property for S2		
Sl.No	**From**	**To. with area (Name-Area)**
1	Smt ANIMA DEY	SUSHAMA-125.00000000 Sq Ft
2	Shri JOY DEY	SUSHAMA-125.00000000 Sq Ft
3	Shri RANA DEY	SUSHAMA-125.00000000 Sq Ft
4	Smt RIMA PAUL	SUSHAMA-125.00000000 Sq Ft

District Sub-Registrar-II, Alipore
South 24 Parganas

Endorsement For Deed Number : I - 160204284 / 2020

On 14-08-2020

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.

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

Presented for registration at 11:52 hrs on 14-08-2020, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Smt ANIMA DEY , one of the Executants.

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 1,96,78,861/-

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

Execution is admitted on 14/08/2020 by 1. Smt ANIMA DEY, Wife of Late RABI DEY, 3, ARYA SAMITY ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife, 2. Shri JOY DEY, Son of Late RABI DEY, 3, ARYA SAMITY ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business, 3. Shri RANA DEY, Son of Late RABI DEY, 3, ARYA SAMITY ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business, 4. Smt RIMA PAUL, Daughter of Late RABI DEY, 265/20., GOPAL LAL THAKUR ROAD, P.O: BARANAGAR, Thana: Baranagar, , City/Town: BARANAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by Profession House wife

Indetified by Mr AMARNATH CHATTERJEE, , , Son of Shri SAMBHUNATH CHATTERJEE, 1,ROY BAHADUR ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Business

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

Execution is admitted on 14-08-2020 by Shri SAMBHUNATH CHATTERJEE, PROPRIETOR, SUSHAMA (Sole Proprietoship), 1, ROY BAHADUR ROAD, Block/Sector: BEHALA, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034

Indetified by Mr AMARNATH CHATTERJEE, , , Son of Shri SAMBHUNATH CHATTERJEE, 1,ROY BAHADUR ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,053/- (B = Rs 20,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 20,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/08/2020 7:48PM with Govt. Ref. No: 192020210055809661 on 07-08-2020, Amount Rs: 20,021/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB07082020115194 on 07-08-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 39,521/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 8058, Amount: Rs.500/-, Date of Purchase: 26/06/2020, Vendor name: S DAS
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/08/2020 7:48PM with Govt. Ref. No: 192020210055809661 on 07-08-2020, Amount Rs: 39,521/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB07082020115194 on 07-08-2020, Head of Account 0030-02-103-003-02

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

District Sub-Registrar-II, Alipore
South 24 Parganas

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2020, Page from 168260 to 168311

being No 160204284 for the year 2020.

Seal of the District Sub-Registrar II, South 24 Parganas, South 24 Parganas

Digitally signed by SAMAR KUMAR PRAMANICK
Date: 2020.08.17 11:58:12 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2020/08/17 11:58:12 AM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS

West Bengal.

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

(This document is digitally signed.)