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Martack Kuman Singh slo Lat Brighath Singh 8 No DR. Sivan Ratan Dhan Road, Dum Dun, Kol. 28 OCC- Sorvice



Addl. District Sub-Registral Cossipore, Dum Dum

1 2 MAR 2021

BETWEEN

- 1) (a) MRS. GOPA SAHA Indian Citizen, (Having Pan No. MSSPS8383L and Aadhar No. 332447524907) wife of Manobandra Saha, daughter of Late Gourangalal Saha, by faith- Hindu, by occupation- Housewife, 1(b) MR. SIBSANKAR SAHA Indian Citizen, (Having Pan No. BXIPS8519L and Aadhar No. 396360427219) son of Late Gourangalal Saha, by faith- Hindu, by occupation- Business and 1(c) MR. DIPANKAR SAHA Indian Citizen, (Having Pan No. GRDPS3242E and Aadhar No. 278472191461) son of Late Gouranlal Saha, by faith- Hindu, By occupation- Business, owner no. 1(a) are residing at Fullihore, Rabindra Pally, P.O- Durgapur ABL Township, P.S- New Township, District-Burdwan, Pin-713206 and owner no. 1(b) are residing at holding No. 23, 2No. Khalisakota Pally, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North), and owner no. 1(c) are residing at holding No. 22, 2No. Khalisakota Pally, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North), and
- 2) (a) MR. PARTHA DAS Indian Citizen, (Having Pan No. AGKPD9033E and Aadhar No. 967294206420) son of Late Birendra Nath Das, by faith- Hindu, By occupation- Business, 2(b) MR. MRITYUNJAY DAS Indian Citizen, (Having Pan No. ARTPD8103F and Aadhar No. 863706603137) son of Late Birendra Nath Das, by faith- Hindu, By occupation-Business, and 2(c) MR. UDAY DAS Indian Citizen, (Having Pan No. ARSPD1571A and Aadhar No. 573448490451) son of Late Birendra Nath Das, by faith- Hindu, By occupation- Business, all are residing at Holding No. 18, 2No. Khalisakota Pally, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North),

hereinafter referred to as the <u>'OWNERS/FIRST PARTIES'</u> (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executor's administrators, representatives and assigns) of the <u>ONE PART</u>



Addl. District Sub-Registra. Cossipore, Dum Dum

1 2 MAR 2021

AND

M/S DEBANGAN REALSTATE LLP a Limited Liability Partnership firm registered at Registrar of Companies Kolkata, having its LLPIN No. AAU-7045 and Pan No.AARFD7504K having its registered office at Ground Floor, 90/1, Dr. S.P.Mukherjee Road, P.O & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas through its Designated Partner namely SRI ABINASH KUMAR Indian Citizen, (Having Pan No. AJMPK3200D and Aadhar No. 250789085205) son of Late Nagendra Prasad, by Faith-Hindu, by occupation-Business, residing at 90/1, Dr. S.P.Mukherjee Road, P.O & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, hereinafter called the "DEVELOPER/ OTHER PART" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the OTHER PART.

WHERE AS (1a) MRS. GOPA SAHA wife of Manobandra Saha and daughter of Late Gouranga lal Saha (1b) MR. SIBSANKAR SAHA son of Late Gouranlal Saha and (1c) MR. DIPANKAR SAHA son of Late Gouranga lal Saha, is the absolute joint owner of ALL THAT Land measuring about 02 Cottaha 15 Chittack 40 sq.ft Physically 02 Cottaha 12 Chittack 15 sq.ft little more or less and (2a) MR. PARTHA DAS sons of Late Birendra Nath Das, (2b) MR. MRITYUNJAY DAS sons of Late Birendra Nath Das and (2c) MR. UDAY DAS son of Late Birendra Nath Das, is the absolute joint owner of ALL THAT Land measuring about 02 Cottaha 08 Chittack 0 sq.ft Physically 02 Cottaha 0 Chittack 28 sq.ft little more or less and after amalgamation it is comes ALL THAT Land measuring about 05 Cottaha 07 Chittack 40 sq.ft little more or less Physically 04 Cottaha 12 Chittack 43 sq.ft little more or less situated at Mouza- Sultanpur, J.L.No. 10, R.S.No. 148, C.S./ R.S. Dag No. 1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 67, 68 of Block No. 2, within local limit of Ward No. 1 of Dum Dum Municipality, under ADSR Cossipore Dum Dum situated at 18, 22, 23, K.K.Pally, (Kholsa Kota Pally) P.O- Italgacha, P.S-Dum Dum, Kolkata-700 079 within District 24 Parganas North more fully described hereunder in Schedule-A.

AND WHEREAS one Brajendra Lal Saha son of Late Bisambar Saha was the absolute owner of a plot ALL THAT Land Measuring about 4 Cottaha, 11 Chittack, 06 sq.ft little more or less situated at Mouza- Sultanpur, J.L.No. 10, R.S.No. 148, C.S./R.S. Dag No 1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 68, Block-2 by virtue of Deed of transfer from one M/S The Khalisakota Peoples Cooperative urban Multipurpose Society Ltd duly recorded in Book No. 1, Being No. 1465 of Year 1953 at ADSR Cossipore Dum dum.

AND WHEREAS said Brajendra Lal Saha son of Late Bisambar Saha as absolute owner seized, possessed and enjoying the said property ALL THAT Land Measuring about 4 Cottaha, 11 Chittack, 06 sq.ft little more or less situated at Mouza- Sultanpur, J.L.No. 10, R.S.No. 148, C.S./R.S. Dag No 1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 68, Block-2, Ward No. 1 of Dum Dum Municipality died intestate on dated 18.03.1993 and his wife namely Laxmi Rani Saha also died intestate on dated 05.12.1998 leaving behind three sons namely Gourangalal Saha, Manoranjan Saha and Sudhansu Ranjan Saha as only legal heirs and sucessors and accordingly Gourangalal Saha, Manoranjan Saha and Sudhansu Ranjan Saha becomes joint owner with 1/3rd share in accordance with Hindu Sucession Act.

AND WHERE AS said Gourangalal Saha, Manoranjan Saha and Sudhansu Ranjan Saha as joint owner of ALL THAT Land Measuring about 4 Cottaha, 11 Chittack, 06 sq.ft little more or less amaicabilly partitioned in three parts and accordingly plot no. (1) ALL THAT Land Measuring about 1 Cottaha, 10 Chittack, 34 sq.ft little more or less allotted to Sri Sudhansu Ranjan Saha and plot no. (2) ALL THAT Land Measuring about 1 Cottaha, 08 Chittack, 0 sq.ft little more or less allotted to Sri Manoranjan Saha and plot no. (3) ALL THAT Land Measuring about 1 Cottaha, 07 Chittack, 40 sq.ft little more or less allotted to Sri Gourango Lal Saha.

AND WHEREAS few portion of plots are utilized for drain etc and physically the measurement of plot of Sri Gourangalal Saha comes to 01 Cottaha 06 Chittacks 5.19 sq.ft.

AND WHEREAS Sri Gourangalal Saha son of Late Brajendra Lal Saha as absolute owner seized, possessed and enjoying the said property ALL THAT Land Measuring about 1 Cottaha, 07 Chittack, 40 sq.ft little more or less physically 01 Cottaha 06 Chittacks 5.19 sq.ft little more

or less at Mouza- Sultanpur, J.L.No. 10, R.S.No. 148, C.S./R.S. Dag No 1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 68, Block-2, Holding No. 22, Ward No. 1 of Dum Dum Municipality died intestate on dated 06.03.2016 and his wife namely Minati Saha also died intestate on dated 21.02.2016 leaving behind two sons namely Sibsankar Saha and Dipankar and one doughter namely Gopa Saha as only legal heirs and sucessors and accordingly Smt. Gopa Saha, Sibsankar Saha and Dipankar becomes joint owner with 1/3rd share in accordance with Hindu Sucession Act. Accordingly Smt. Gopa Saha, Sri Sibsankar Saha and Sri Dipankar Saha becomes joint owner with his 1/3rd share ALL THAT Land measuring about 0 Cottaha, 07 Chittack, 43.333 sq.ft physically 0 Cottaha, 07 Chittack, 16.73 sq.ft each a and accordingly mutated the same in the assessment record of Dum Dum Municipality and paying taxes regularly.

AND WHRERAS one Sri Manoranjan Saha son of Late Brajendra Lal Saha as absolute owner seized, possessed and enjoying the plot no. (2) ALL THAT Land Measuring about 1 Cottaha, 08 Chittack, 0 sq.ft little more or less at Mouza- Sultanpur, J.L.No. 10, R.S.No. 148, C.S./R.S. Dag No 1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 68, Block-2, Holding No. 23, Ward No. 1 of Dum Dum Municipality transferred to Sri Sibsankar Saha son of Late Gourangalal Saha on dated 27.11.2002 by Deed of Conveyance duly recorded in Book no. 1, Volume No. 24, Pages 60 to 69, Being No. 06767, Year 2003 at ADSR Cossipore Dum Dum.

AND WHRERAS Sri Sibsankar Saha as absolute owner of the plot no. (2) ALL THAT Land Measuring about 1 Cottaha, 08 Chittack, 0 sq.ft little more or less mutated the same in the assessment record of Dum Dum Municipality.

AND WHEREAS few portion of plots are utilized for drain etc and physically the measurement of plot of Sri Sibsankar Saha comes to 01 Cottaha 06 Chittacks 9.81 sq.ft.

AND WHRERAS Sri Sibsankar Saha finally becomes absolute owner of ALL THAT Land measuring about 1 Cottaha, 15 Chittack, 43.34 sq.ft little more or less physically 1 Cottaha, 15 Chittack, 26.54 sq.ft little more or less I,e by virtue of purchase from Sri Manoranjan Saha ALL THAT Land measuring about 1 Cottaha, 08 Chittack, 0 sq.ft little more or less physically 1 Cottaha, 6 Chittack, 9.81 sq.ft little more or less and as legal heirs get 1/3rd share of

Gourangalal Saha since deceased ALL THAT Land measuring about 0 Cottaha, 07 Chittack, 43.34 sq.ft. physically 0 Cottaha, 7 Chittack, 16.73 sq.ft little more or less

AND WHRERAS accordingly Smt. Gopa Saha herein owner no.(1a) becomes absolute owner of ALL THAT Land measuring about 0 Cottaha, 07 Chittack, 43.33 sq.ft. physically 0 Cottaha, 07 Chittack, 16.73 sq.ft. and Sri Sibsankar Saha herein owner no.(1b) becomes absolute owner of ALL THAT Land measuring about 1 Cottaha, 15 Chittack, 43.34 sq.ft little more or less physically 1 Cottaha, 15 Chittack, 26.54 sq.ft little more or less and Sri Dipankar Saha herein owner no.(1c) becomes absolute owner of ALL THAT Land measuring about 0 Cottaha, 07 Chittack, 43.33 sq.ft. physically 0 Cottaha, 07 Chittack, 16.73 sq.ft. more fully described hereunder in Schedule-A1.

AND WHEREAS one Hari Bhusan Acharya son of Late Gopal Krishna Acharya was the absolute owner of a plot ALL THAT Land Measuring about 4 Satak equivalents to 2 Cottaha 08 Chittack little more or less situated at Mouza- Sultanpur, J.L.No. 10, R.S.No. 148, C.S./R.S. Dag No 1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 67, Block-2 by virtue of Deed of transfer from one M/S The Khalisakota Peoples Cooperative urban Multipurpose Society Ltd duly recorded in Book No. 1, Volume No. 21, Pages 289 to 294, Being No. 428 of 1956 at ADSR Cossipore Dum Dum.

AND WHEREAS said Hari Bhusan Acharya son of Late Gopal Krishna Acharya as absolute owner seized, possessed and enjoying the said property ALL THAT Land Measuring about 4 Satak equivalents to 2 Cottaha 08 Chittack little more or less situated at Mouza-Sultanpur, J.L.No. 10, R.S.No. 148, C.S./R.S. Dag No 1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 67, Block-2 transferred on dated 04.12.1958 to one Sri Birendra Nath Das son of Late Nisikanta Das by virtue of Deed of Sale duly recorded in Book No. 1, Volume No. 114, Pages 100 to 102, Being No. 7918 of Year 1958 at ADSR Cossipore Dum dum.

AND WHEREAS said Sri Birondra Nath Das son of Late Nisikanta Das after purchase recorded the same in the record of local Panchyat now Dum Dum Municipality and allotted holding No. 18.

AND WHEREAS said Sri Birendra Nath Das son of Late Nisikanta Das as absolute owner seized, possessed and enjoying the said property ALL THAT Land Measuring about 4 Satak

equivalent to 2 Cottaha 08 Chittack little more or less situated at Mouza- Sultanpur, J.L.No. 10, R.S.No. 148, C.S./R.S. Dag No 1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 67, Block-2, Holding No. 20, Ward No. 1 of Dum Dum Municipality died intestate on dated 18.03.1993 leaving behind three sons namely Mr. Partha Das, Mrityunjay Das and Mr. Uday Das as only legal heirs and successors who finally becomes the joint owner of the said property with 1/3rd undivided share each in accordance with Hindu Sucession Act.

AND WHEREAS now Mr. Partha Das, Mrityunjay Das and Mr. Uday Das all are sons of Late Birendra nath Das is the owners of ALL THAT Land Measuring about 4 Satak equivalent to 2 Cottaha 08 Chittack Physically 02 Cottaha 0 Chittack 28 sq.ft little more or less at Mouza-Sultanpur, J.L.No. 10, R.S.No. 148, C.S./R.S. Dag No 1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 67, Block-2, Holding No. 18, Ward No. 1 of Dum Dum Municipality, under local limit of ADSR Cossipore Dum Dum, known as 2 No. Khalisakota Road, P.O- Italgacha, P.S-Dum Dum, Kolkata-700 079 within District of 24 Parganas North more fully described hereunder in Schedule-A1.

AND WHERE AS accordingly Mr. Partha Das herein owner no. (2a) becomes absolute owner of ALL THAT Land measuring about 0 Cottaha 13 Chittack 15 sq.ft Physically 0 Cottaha 10 Chittack 39.33 sq.ft little more or less and Mr. Mrityunjay Das herein owner no. (2b) becomes absolute owner of ALL THAT Land measuring about 0 Cottaha 13 Chittack 15 sq.ft Physically 0 Cottaha 10 Chittack 39.33 sq.ft little more or less and Mr. Uday Das herein owner no. (2c) becomes absolute owner of ALL THAT Land measuring about 0 Cottaha 13 Chittack 15 sq.ft Physically 0 Cottaha 10 Chittack 39.33 sq.ft little more or less more fully described hereunder in Schedule-A1.

AND WHERE AS while thus being absolutely seized and possessed of or otherwise well and sufficiently to the said schedule Land as the absolute joint owners thereof the Party hereto of the First Part have expressed their desire to develop the said land by construction of a multistoried building(s) consisting of several flats/apartments, car parking space thereon, through any recognized Developer who have got the clear knowledge and experience about developing land and building in and around the city of Kolkata.

AND WHERE AS for the greater benefits all the above named owners plan to amalgamate all the plots as described hereunder in Schedule-A1, accordingly the same are amalgamated and described hereunder in Schedule-A.

AND WHERE AS having come to know the aforesaid intention of the Landowners/Owners herein, the party hereto of the Other Part i.e. the Developer/Promoter herein have also expressed their desire before the Owners herein to take up the task of development of the said SCHEDULE "A" Land in accordance with the sanctioned plan to be obtained from Dum Dum Municipality.

AND WHRERAS the Owners herein had applied for mutation their names before the B.L&L.R.O Sodepur. It is also agreed that the developer herein shall do all the needful acts for obtaining the permission in respect of the Schedule "A" property relating to mutation, assessment etc on the cost of owners for mutation and obtaining purcha etc and obtains a sanction building plan in accordance with the sanctioned plan from the DUM DUM MUNICIPALITY.

NOW THIS AGREEMENT WITNESSETH and it's hereby agreed by and between the parties hereto as follows: -

ARTICLE - I, DEFINITIONS

1. OWNER: shall mean the said 1(a) MRS. GOPA SAHA Indian Citizen, (Having Pan No. MSSPS8383L and Aadhar No. 332447524907) wife of Manobandra Saha daughter of Late Gourangalal Saha, by faith- Hindu, by occupation- Housewife, 1(b) MR. SIBSANKAR SAHA Indian Citizen, (Having Pan No. BXIPS8519L and Aadhar No. 396360427219) son of Late Gourangalal Saha, by faith- Hindu, by occupation-Business and 1(c) MR. DIPANKAR SAHA Indian Citizen, (Having Pan No. GRDPS3242E and Aadhar No. 278472191461) son of Late Gourangalal Saha, by faith-Hindu, By occupation- Business, owner no. 1(a) are residing at Fulljhore, Rabindra Pally,

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P.O- Durgapur ABL Township, P.S- New Township, District- Burdwan, Pin-713206 and owner no. 1(b) are residing at holding No. 23, 2No. Khalisakota Pally, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North), and owner no. 1(c) are residing at holding No. 22, 2No. Khalisakota Pally, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North), and 2(a) MR. PARTHA DAS Indian Citizen, (Having Pan No. AGKPD9033E and Aadhar No. 967294206420) son of Late Birendra Nath Das, by faith- Hindu, By occupation- Business, 2(b) MR. MRITYUNJAY DAS Indian Citizen, (Having Pan No. ARTPD8103F and Aadhar No. 863706603137) son of Late Birendra Nath Das, by faith- Hindu, By occupation- Business, and 2(c) MR. UDAY DAS Indian Citizen, (Having Pan No. ARSPD1571A and Aadhar No. 573448490451) son of Late Birendra Nath Das, by faith- Hindu, by occupation- Business, all are residing at Holding No. 18, 2No. Khalisakota Pally, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North), and their heirs, legal representatives, executors, administrators and assigns.

- 2. DEVELOPER: shall mean M/S DEBANGAN REALSTATE LLP a Limited Liability Partnership firm registered at Registrar of Companies Kolkata, having its LLPIN No. AAU-7045 and Pan No.AARFD7504K having its registered office at Ground Floor, 90/1, Dr. S.P.Mukherjee Road, P.O & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas through its Designated Partner namely SRI ABINASH KUMAR Indian Citizen, (Having Pan No. AJMPK3200D AND Aadhar No.250789085205) son of Late Nagendra Prasad, by Faith-Hindu, by occupation-Business, residing at 90/1, Dr. S.P.Mukherjee Road, P.O & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, and its successors-in-office and/or assigns.
- 3. PREMISES: shall mean ALL THAT Land measuring about 05 Cottaha 07 Chittack 40 sq.ft little more or less Physically 04 Cottaha 12 Chittack 43 sq.ft little more or less with 600 sftR.T.Shed Structure situated at Mouza- Sultanpur, J.L.No. 10, R.S.No. 148, C.S./R.S. Dag No

1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 67, 68 of Block No. 2, within local limit of Ward No. 1of Dum Dum Municipality, under ADSR Cossipore Dum Dum situated at 18, 22, 23, K.K.Pally, (Kholsa Kota Pally) P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079 within 24 Parganas North more fully and particularly described in the schedule "A" hereunder written.

- **4. BUILDING:** shall mean the multi-storyed building to be constructed at the said premises in accordance with plan to be sanctioned by the appropriate authorities.
- 5. <u>COMMON FACILITIES AND AMENITIES:</u> shall mean roof, corridors, stairways, passage ways, provided by the developer, pump room, overhead tank, under ground water reservoir, water pump, caretaker room, lift room and lift carrage and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenance and/or management of the building, which is more fully described in the Schedule "B" herein under written.
- **6.** <u>COMMON EXPENSES:</u> would mention more fully described in the Schedule 'C' hereunder written.
- 7. <u>SALEABLE</u>: space shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and space required.
- 8. OWNERS' ALLOCATION! Shall mean Owners shall be entitled to receive as consideration from Developer against providing construction right over Schedule-A land and also transfer right of proportionate share of land contributed with Developers allocation units in followings manner:
 - A. That (1a) MRS. GOPA SAHA (1b) MR. SIBSANKAR SAHA and (1c) MR. DIPANKAR SAHA owners are entitled jointly 50(Fifty) % constructed area as per building sanction plan in proportion of contributed land morefully described hereunder in Schedule-A1 in the shape of flats and 02(Two) nos. of Car Parking at car parking Zone in the building to

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be constructed on different floors on zic zac basis as per sanction building plan. It is also agreed that the flats of Owner No. 1(a) and 1(c) to be allotted in different floor as per their allocation and Owner No. 1(b) flat to be allocated on zic zac basis.

B. That (2a) MR. PARTHA DAS, (2b) MR. MRITYUNJAY DAS and (2c) MR. UDAY DAS are entitled jointly 40(Forty) % constructed area as per building sanction plan in proportion of contributed land morefully described hereunder in Schedule-A1 in the shape of 3(Three) nos. of flat in the building to be constructed on different floors on zic zac basis as per sanction building plan.

The owners will receive refundable earnest money an amounting to Rs. 6,006/- from developer on the time of signing of this agreement.

The Developer will be entitled to amalgamate the Owner Holding with the Holdings of adjacent land Owners.

The Developer will paid shifting charges to the owners during period of construction in following manners:

The owner no. (1a) to (1c) are entitled total shifting charges Rs. 18,000/-(@Rs. 10,000/-and Rs. 8,000/-) per month and owner no. (2a) to (2c) are entitled total shifting charges @Rs.10,000/- per month from the date of handing over of above mentioned property for construction to the date of handing over of possession of owners allocation flats.

The Owners shall handed over all the original documents to the Developer for obtaining the sanction building plan from the DUM DUM MUNICIPALITY and the Developer will keep all the documents till completion of the project and the owners is liable to produce the Original as and when require without any delay.

The developer shall also construct, erect and complete at their own costs the entire common facilities and amenities for the said building.

The developer shall have no right, title and interest whatsoever in the Owners' allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, in terms of the Owner's allocation.

- 9. DEVELOPER'S ALLOCATION: shall mean ALL THAT remaining entire portion (excluding owners portion) of the building of the total constructed area consisting of Flats/residential space/ shops/ covered car parking areas at different floors of the building is to be allotted to the Developer as Developer's allocation, save and except the area stated in the Owner's allocation specified herein above, in accordance with the terms and conditions of this presents including the proportionate share of land and the common facilities and amenities attributable to the area to be allocated to the Developer.
- **10.** ARCHITECT: shall mean the person or persons who may be appointed by the developer for designing and planning of the said building.
- 11. <u>BUILDING PLAN</u>: shall mean the plan to be sanction by the appropriate authorities (DUM DUM MUNICIPALITY) with such alteration or modifications as may be made by the developer from time to time.
- **12.** TRANSFEREE: shall mean the person, firm, limited company association or persons to whom any space in the building shall be transferred.
- 13. WORDS IMPARTING: singular shall include plural vice-versa.
- 14. WORDS IMPARTING: masculine gender shall include feminine and neuter genders, likewise word imparting feminine genders shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE - II, COMMENCEMENT

This agreement shall be deemed to have commenced on and with effect from day of March 2021.

ARTICLE - III, OWNERS' REPRESENTATIONS

- 1. The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances' attachment and liens whatsoever.
- 2. The said premises is not vested under the Urban land (ceiling and regulation) Act, 1976.
- 3. There is no bar for and on behalf of the Owners to enter into this Agreement or otherwise to transfer their properties.
- 4. There is no impediment to obtain plan of the premises of the Owners.

ARTICLE - IV, DEVELOPER'S RIGHT

- 1. The Owners hereby grants subject to what has been hereinafter provided the exclusive right to the developer to build, construct, erect and complete the said building comprising the various sizes of flats/car parking space/shops in order to sell the said flats/car parking space/shops to the member of the public for their residential and commercial purpose by entering into agreements for sell and/or transfer and/or construction in respect of the Developer's allocation in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer.
- 2. The developer shall be entitled to prepare modify or alter the building plan and to submit the same to the appropriate authorities in the name of the Owners at its own costs and developer shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities for construction of the building at the said premises provided however that developer shall be exclusively entitled to all refunds of any or all payments and/or deposits paid by the developer. The Developer shall at its own cost construct the multistoried building with lift fecility in accordance with the sanction plan duly sanctioned by DUM DUM

- **MUNICIPALITY** and shall deposit all the sanction fees, water connection fees drainage connection fees.
- 3. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owners of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in favour of the developer other than an exclusive license to the developer to sell the flats/car parking area/shops of the said premises in terms thereof and to deal with the developer's allocation in building to be constructed thereon in the manner and subject to the terms hereafter stated.

ARTICLE - V. APPARENT CONSIDERATION

- 1. In consideration of the Owners having agreed to permit the developer to sell/permanent lease the flats/car parking area/shops of the Developer's allocation of the said premises and construct, erect and complete the building at the said premises the developer agrees:
 - a) At their own costs shall obtain all necessary permissions and/or approvals and/or consents.
 - b) In respect of the construction of the building to pay costs of supervision of the development and construction of the Owners' and the Developer's allocation in the proposed new building to be constructed at the said premises.
 - c) To bear all costs charges and expenses for construction of the building at the said premises.
 - d) Allocate the Owners of his/her allocation in the building to be constructed at the said premises within 36(Thirty Six) months, with a further period of 6(Six) months, from the date of execution of this agreement, which is the essence of contract.

ARTICLE - VI, OWNERS' ALOCATION

Shall mean Owners shall be entitled to receive as consideration from Developer against providing construction right over Schedule-A land and also transfer right of proportionate share of land contributed with Developers allocation units in followings manner:

- A. That (1a) MRS. GOPA SAHA (1b) MR. SIBSANKAR SAHA and (1c) MR. DIPANKAR SAHA owners are entitled jointly 50(Fifty) % constructed area as per building sanction plan in proportion of contributed land morefully described hereunder in Schedule-A1 in the shape of flats and 02(Two) nos. of Car Parking at car parking Zone in the building to be constructed on different floors on zic zac basis as per sanction building plan. It is also agreed that the flats of Owner No. 1(a) and 1(c) to be allotted in different floor as per their allocation and Owner No. 1(b) flat to be allocated on zic zac basis. That
- B. (2a) MR. PARTHA DAS, (2b) MR. MRITYUNJAY DAS and (2c) MR. UDAY DAS are entitled jointly 40(Forty) % constructed area as per building sanction plan in proportion of contributed land morefully described hereunder in Schedule-A1 in the shape of 3(Three) nos. of flat in the building to be constructed on different floors on zic zac basis as per sanction building plan.

The owners will receive refundable earnest money an amounting to Rs. 6,006/- from developer on the time of signing of this agreement.

The Developer will be entitled to amalgamate the Owner Holding with the Holdings of adjacent land Owners.

The Developer will paid shifting charges to the owners during period of construction in following manners:

The owner no. (1a) to (1c) are entitled total shifting charges Rs. 18,000/-(@Rs. 10,000/-and Rs. 8,000/-) per month and owner no. (2a) to (2c) are entitled total shifting charges @Rs.10,000/- per month from the date of handing over of above mentioned property for construction to the date of handing over of possession of owners allocation flats.

The Owners shall handed over all the original documents to the Developer for obtaining the sanction building plan from the DUM DUM MUNICIPALITY and the Developer will

keep all the documents till completion of the project and the owners is liable to produce the Original as and when require without any delay.

The developer shall also construct, erect and complete at their own costs the entire common facilities and amenities for the said building.

The developer shall have no right, title and interest whatsoever in the Owners' allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, in terms of the Owner's allocation.

ARTICLE - VII, DEVELOPER'S ALLOCATION

In consideration of the above the developer shall be entitled to ALL THAT remaining entire portion (excluding owners portion) of the building of the total constructed area consisting of Flats/residential space/ shops/ covered car parking areas at different floors of the building is to be allotted to the Developer as Developer's allocation, save and except the area stated in the Owner's allocation specified herein above, in accordance with the terms and conditions of this presents including the proportionate share of undivided land and the common facilities and amenities attributable to the area to be allocated to the developer and the developer shall be entitled to enter into agreement for sell and transfer its own name with any transferees for their residential covered car parking space purpose in the form of Flats and shops/covered car parking areas and to receive and collect all money in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on part of the developer to obtain any further consent of the owners and this agreement by itself shall be treated as consent by the owners provided however the developer will not be entitled to deliver possession of developer's allocation to any of its transferees until the developer shall make over possession of the Owner's allocation and comply with all other obligations of the developer to the Owners under this agreement.

ARTICLE - VIII, PROCEDURE

1. Owners shall grant to the developer and/or its nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining the sanctions from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority or authorities. It is further stated that the said Power of Attorney shall include to sale any flat or flats to any intending purchaser or purchasers save and except the said constructed area of the Owners Allocation.

ARTICLE - IX, CONSTRUCTION

- 1. The developer shall be solely and exclusively responsible for construction of the said building.
- 2. The Developer will indemnify the Owners from the third Party claim or demand, damages, etc in respect of the said construction work.

ARTICLE - X, SPACE ALLOCATION

- The Developer after sanction of building plan issue allotment letter to the owners relating to units/flats of the owners in accordance with their contributed land morefully described hereunder in Schedule-A and Schedule-A1 read with ARTICLE-VI of this agreement.
- 2. After completion of the building the Owners shall be entitled to obtain physical possession of the Owner's allocation and the balance constructed area and other portions of the said building shall belong to the developer. After completion of the building, the Developer at the onset, shall handover the Owner's Allocation the owners First then thereafter the Developer will be eligible to handover its allocated area to its nominee or nominees.

- 3. Subject as aforesaid and subject to Owner's allocation and undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and the open space including open roof shall exclusively belong to the Owners and the developer contained herein, according to their respective proportionate share.
- 4. The Owners shall be entitled to transfer or otherwise deal with his own allocation as per proporsnate allocated share of construction as owners allocation in the building without any claim whatsoever of the developer.
- 5. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to get it registered from the Owners in the name of its nominee/nominees without any right claim or interest therein whatsoever of the owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation, to be transferred to its nominee moninees.

ARTICLE - XI, BUILDING

- 1. The developer shall at its own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned or resanctioned by the competent authority and the building would be constructed with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall be completed entirely by the developer within within 36(Thirty Six) months, with a further period of 6(Six) months, from the date of execution of this agreement, which is the essence of contract. The Developer shall cooperate and joint hands for the mutations at BLRO.
- During the continuance of the construction of the building if any of the parties of the first part dismiss or expires, his or her legal heirs or nominees, as the case may be, shall be bought on record or be substituted under the law, of course, prior to the

issuance of possession certificate relevant. Of course, the construction work shall not be stopped or interrupted or kept pending in any way.

- 3. The decision of the architect regarding the quality of the materials and its good quality shall be final and binding between the parties hereto.
- 4. The developer shall erect the said building at its own cost as per specification and drawings provided by the architect and pay for the motor pump, under ground water storage tanks, overhead reservoirs, building materials, sanitary works, fittings, electric works, labour charges, cost of lift and its installation etc, if so necessary, shall be provided with and other facilities as are required to be provided in a residential building comprising self-contained apartment and constructed spaces for sell and/or residential flats/ covered car parking spaces and/or constructed space in such building.
- 5. The developer shall be authorised by of the Owners to apply and obtain quotas, entitlements and other allocations of cement, steel, bricks and other building materials allocable to the owners for the construction of the building and similarly to apply for and obtain temporary and permanent connection and water, electricity power, drainage, sewarage to the building and other inputs and facilities required for the construction of enjoyment of the building and for which purpose, the owners shall execute in favour of the developer a development power of attorney and other authorities as shall be required by the developer.
- 6. The developer shall at its own cost and expenses and without creating any financial and/or other liability on the owners, construct and complete the building and various units and/or apartments herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the developer. The Developer shall be entitled to any vertical or horizontal construction of the building by amending or rectifying the sanction plan proposed to be rectified by the DUM DUM MUNICIPALITY.

- 7. All costs, charges and expenses including architects fees shall be paid discharged and borne by the developer and the owners shall have no liability in this matter whatsoever.
- 8. The developer shall provide at its own cost electricity wiring, water, pipeline, sewerage connection in portion of the Owners' allocation.
- 9. That the Developer shall be entitled to fix sign boards or hoadings for the purpose of advertisement for sale of flats or flats of his allocation.
- 10. That the Developer shall be entitled to obtain project finance on his own name and own allocation from any of the financial institutions then owners have no objection and will support all shorts when required without any financial liabilities.
- 11. The Developer will obtain **Completion Certificate** from the **DUM DUM MUNICIPALITY** at its own cost.

ARTICLE - XII, COMMON FACILITIES

- 1. The developer shall pay and bear the property taxes and other dues and outgoings in respect of the Owners' allocation of the said building on and from the date of handing over vacant possession of the Owner's allocation.
- 2. As soon as the building shall be completed and the electricity wiring sewerage line and water pipe lines are ready of the portion of the Owner's allocation, the developer shall give written notice to the Owners requesting the latter to take possession of his allocation in the building and there being no dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof and certificate of the architect herein produced to this effect then after 30(thirty) days from the date of service of such notice and at all times thereafter the Owners shall be responsible for payment of all Municipal and property taxes, service tax/GST dues, duties and other public outgoing of and impositions whatsoever the (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owner's allocation, the said rates to be

- apportioned on prorata basis with reference to the salable space in the building if they are levies on the building as a whole.
- 3. The Owners and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the developer and both the parties shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owners or the developer in this behalf.
- 4. As and from the date of service of notice of possession, the owners and the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of both the Owner's and the developer's allocation and the said charges to include proportionate share of premises for insurances of the building, water, fire and scavenging charges and taxes light, sanitation and lift maintenance operation, repair and renewal charges for bill collection maintenance of the common facilities renovation replacement repair and maintenance charges and expenses for the building and common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installations, applications and equipments, stairways, corridors, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.
- 5. That after obtaining of the building sanction plan the Developer shall start the construction work as per terms and condition of this agreement and as long as the construction work continues as per the sanction building plan and in terms of this Development agreement the Owners shall not stop the contruction work or cause any hinderance in the construction work of the Developer.
- 6. That the Developer may assign the right of construction to any third party or parties without the consent of the owners for construction work.

7. That in case of any changes in the internal planing and material specification of the Owner's allocation the same will have to be intimated to the Developer by the Owners well in advance and all the changes shall be in printed format duly signed by both the parties.

ARTICLE -- XIII, LEGAL PROCEEDINGS

- 1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer as constituted attorney of the owners to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Owners shall be borne and paid by the developer and for that purpose, the owners shall have to sign necessary applications and other documents as required to be signed. The owners hereby undertakes to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the Owners shall execute any such additional power of attorney and/or authorizations as may be required by the developer for the purpose and the Owners also undertakes to sign and execute all such additional documents as the case may be provided that all such acts deeds and things do not in any way infringe of the rights of the Owners and/or go against the spirit of this agreement.
- 2. Any notice required to be given by the developer shall without prejudice to any other mode of service available demand to have been served on the Owners if delivered by hand and duly acknowledged by owners shall likewise be deemed to have been served on the developer if delivered by hand or send by pre-paid registered post to the office of the developer.
- 3. The developer shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof the Owners hereby agrees to abide by all the rules and regulations as such management

society/association/holding organization do hereby give their consent to abide by the same.

- 4. The name of the building shall be mutually settled.
- 5. Nothing in these present shall be construed as a demises or assignment or conveyance by the Owners in respect of the premises or any part thereof to the developer or as creating any right, title or interest in respect thereof, but an exclusive license to the developer to commercially exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any Banks without creating any financial liability of the owners or affecting their estate and interest in the said premises and it is being expressly agreed and understood that in no event the Owners or any of their estate shall be responsible and/or made liable for payment of any dues of such Banks and for that purpose, the developer shall keep the Owners indemnify against all actions suits proceedings and costs, charges and expenses in respect thereof. In the case of Project finance owners will join as guarantor if required.
- 6. As and from the date of completion of the building the developer and/or its transferees and the Owners and/or their transferees shall be liable to pay and bear proportionate charges on account of ground of taxes payable in respect of their spaces.
- 7. There is no existing agreement regarding the development or sell of the said premises and that all other agreement if any, prior to this agreement shall stand cancelled and the Owners agree to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.
- 8. The owners undertakes and agrees to execute and register all conveyance and transfer Deed in favour of the persons with whom the developer or enters under into agreement as and when required by the developer for developers allocation units. (The stamp duty or Registration fees and all other expenses towards the registration will be borne by the developer or assignee or assignees).

9. That the Owners shall not be entitled to cancel this Agreement if the Developers starts the construction work and do not violate the terms of this Development Agreement in accordance with terms and condition of this agreement.

ARTICLE - XIV, FORCE MAJURE

- 1. The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majure and shall be suspended from the obligations during the duration of the force majure.
- 2. Force majure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other or further commotion beyond the control of the developer.

<u>IURISDICTION:-</u>District Court shall be the original jurisdiction to enter regarding title proceedings or any other proceedings, arising out of this Agreement.

ARBITRATION:- That in case of any dispute and differences by and between the parties the same shall be reffered firstly to an Arbitrator to be nominated by both the parties and the award passed by the Arbitrator shall be final and binding upon both the parties under the provisions of Arbitration and Reconcitialion Act 1996 as amended.

SCHEDULE "A" ABOVE REFERRED TO SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land measuring about 01 Cottaha 7 Chittack 40 sq.ft little more or less Physically 01 Cottaha 06 Chittack 5.19 sq.ft little more or less AND ALL THAT piece and parcel of land measuring about 01 Cottaha 8 Chittack 0 sq.ft little more or less Physically 01 Cottaha 06 Chittack 9.81 sq.ft little more or less AND ALL THAT piece and parcel of land measuring about 02 Cottaha 8 Chittack 0 sq.ft little more or less Physically

O2 Cottaha O Chittack 28 sq.ft little more or less totaling ALL THAT piece and parcel of land measuring about O5 Cottaha 7 Chittack 40 sq.ft little more or less Physically O4 Cottaha 12 Chittack 43 sq.ft little more or less runder Mouza- Sultanpur, J.L.No. 10, R.S.No. 148, C.S./R.S. Dag No. 1690, C.S.Khatian No. 515, R.S. Khatian No. 1353,1354, Plot No. 67, 68 of Block No. 2, within local limit of Ward No. 1 of Dum Dum Municipality, under ADSR Cossipore Dum Dum situated at 18, 22, 23, K.K.Pally, 2No. Khalisakota Pally, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North), which is butted and bounded as follows:

Apinophan

ON THE NORTH: Property of Jamini Dey & Sri B. K. Mondal,

ON THE SOUTH: Property of Sudansu Ranjan Saha & 5' feet Municipal Road,

ON THE EAST: 12 Feet Municipal Road Known as Khalisakota Pally,

ON THE WEST: Property of Amulya Ratan Ghosal.

SCHEDULE "A1" ABOVE REFERRED TO SCHEDULE OF THE PROPERTY HOLDING NOS./OWNERS WISE

The owner no. (1a) MRS. GOPA SAHA wife of Manobandra Saha and daughter of Late Gourangalal Saha (1b) MR. SIBSANKAR SAHA son of Late Gourangalal Saha and (1c) MR. DIPANKAR SAHA son of Late Gourangalal Saha, is the absolute joint owner of ALL THAT Land measuring about 01 Cottaha 7 Chittack 40 sq.ft Physically 01 Cottaha 06 Chittack 05.19 sq.ft little more or less with 1/3rd share each and owner no. (1b) is exclusive owner of ALL THAT Land measuring about 01 Cottaha 8 Chittack 0 sq.ft Physically 01 Cottaha 06 Chittack 9.81 sq.ft little more or less by virtue of purchase. Accordingly the land contribution by owner no. 1(a) and 1(c) individually contributiong, ALL THAT Land measuring about 0 Cottaha 07 Chittack 43.33 sq.ft Physically 00 Cottaha 07 Chittack 16.73 sq.ft little more or less and land contribution by owner no. 1(b) individually are ALL THAT Land measuring about 01 Cottaha 15 Chittack 43.34 sq.ft Physically 01 Cottaha 13 Chittack 26.54 sq.ft little more or less for construction and owners consideration shall be also calculate in accordance with their individual actual contribution AND. The owner no. (2a) MR. PARTHA DAS sons of Late Birendra Nath Das, (2b) MR. MRITYUNIAY DAS sons of Late Birendra Nath Das and (2c) MR. UDAY DAS son of Late Birendra Nath Das, is the absolute joint owner of ALL THAT Land measuring about 02 Cottaha

08 Chittack 0 sq.ft Physically 02 Cottaha 0 Chittack 28 sq.ft little more or less with 1/3rd share each. Accordingly the land contribution by each owner I,e Owner No. 2(a), (2b) and (2c) individually are ALL THAT Land measuring about 0 Cottaha 13 Chittack 15 sq.ft Physically 0 Cottaha 10 Chittack 39.33 sq.ft little more or less for construction and owners consideration shall be also calculate in accordance with their individual actual contribution. Hence the proportion of land as contributed for construction and land on record are as follows:

Holding No. Owner No.		Land on Record (Cottaha-Chittack-sq.ft)	Land Contribution for Contribution (Cottaha-Chittack-sq.ft)		
22,23	1a	00-07-43.33	00 - 07-16.73		
	1b	01-15-43.34	01-13-26.54		
	1c	00-07-43.33	0 0- 07-16.73		
T	otal	02-15-40.00	02-12-15.00		
18	2a	00-13-15.00	00-10-39.33		
	2b	00-13-15.00	00-10-39.33		
	2c	00-13-15.00	00-10-39.33		
Total		02-08-00.00	02-00-28.00		
Grand Total		05-07-40.00	04-12-43.00		

SCHEDULE "B" ABOVE REFERRED TO

(Common areas, facilities and amenities)

- 1. The land on which the building is located and all easements, rights and appurtenances belonging to the land and the building;
- The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stair-ways and entrances and exits of the building;
- 3. Installation of common services, such as, power, sewerage etc.;
- 4. The tanks, pumps, lift, caretaker room, lift room, pipes and ducts and in general all apparatus and installations existing for common use;
- Such other common facilities as may be mutually agreed upon between the parties and required for the establishment, location, enjoyment provisions,

SCHEDULE "C" ABOVE REFERRED TO

(Common Expenses)

- 1. All costs of maintenance, operating, replacing, white washing/oil bound distemper(OBD), painting, re-building, reconstructing, decorating, re-decorating and lighting the common parts and common portions and also the outer walls of the building and parking spaces and also for security of the said building;
- 2. The salaries of all persons employed for the same purpose;
- 3. All charges and deposits for supplies of common utilities;
- 4. Municipal taxes and other outgoings save those separately assessed or charged or claimed for or on the respective unit;
- 5. Costs and charges of establishment for maintenance of the building and for watch and ward staff;
- All litigation expenses appertaining to the maintenance and protection of the said building and disputes regarding claims and /or demands from the DUM DUM MUNICIPALITY.
- All other expenses and outgoing as are deemed by the Sellers to be necessary or incidental for regulating interest and /or the rights of the buyers and occupiers, including sellers.
- 8. All expenses referred to above shall be borne by the buyers from date of notice as completion of unit and for taking possession of units but the Sellers shall not under any circumstances be liable to bear any of such charges in respect of unsold units.
- 9. On or before formation of building owners association the maintenance of the building shall be under builders supervision and every occupiers of unit(s) of the said apartment will be liable to pay monthly maintenance charges @Rs.1.50 paise per sq.ft built up area to the developer within 07th of following month, in the case of delay he/she will be liable to pay interest @18% P.A. The first 12 months maintenance charges shall be payable in advance on the time of possession to the developer.

SCHEDULE "D" ABOVE REFERRED TO (SPECIFICATION OF WORK)

1. CONSTURCTION : As per sanctioned building plan.

2. FOUNDATION : R.C. foundation and framed structure

3. BRICK WORK : Brick work 8", 5" and 3" with specified plaster.

4. FLOORING : Flooring of good quality white base marble/tiles with 3"

on all sides as per developer choice. (Marble Cost not more

then Rs. 40)

5. DOORS : Wooden frames and flash door with Standard aluminums

fittings. One night latch and eye piece in main door. Main

entrance door shall be wooden door. Toilet door shall be

PVC.

6. WINDOWS : All windows will be made with plain grill and open systm

window pulla with lock.

7. GRILL : M.S.Grill at window.

8. TOILETS : One common toilet & one attached in each flat as per terms

agreed above with Marble/Tiles flooring & glassed tiles

on walls up to 6'. Concealed pipeline with C.P. fittings, all

tape and basin point good quality metal fittings , pan or

commode in white, one wash basin out side, gizer line, three tap point, one near pan, one for cold and one for hot

water and one shower point.

9. KITCKEN : Marble/Tiles flooring with black stone Cooking platform

with green polised marble top attached steel sink and

glassed tiles up to 3'.00" above cooking platform, two taps

etc. with metal fittings complete with exhaust fan hole.

10. ELECTICAL	: All wiring will be concealed with good quality material ,20
	to 25 Nos. points in two bed room flats with power plug
	where required. Each flat 01 A.C point to be provided.
11.WALL PAINTING	: Decoration weather coat Asian/Burger Paint on outside
	wall. Internal wall will finish with Putties.
12. WATER SUPPLY	: Water sources Municipal Water supply good quality
72	P.V.C. Pipe line underground and water reservoir with B.E.
	Pump and motor.(In the case of borring water reserver not
	required)
13.LIFT	: 4 Person Lift of the company as finalized by the developer.
	: Water sources Municipal Water supply good quality P.V.C. Pipe line underground and water reservoir with B.E. Pump and motor.(In the case of borring water reserver not required) : 4 Person Lift of the company as finalized by the

Note: All the extra work and extra area shall be on payment basis and the same shall be payable at the time of passing instruction.

WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1. Mantosh km Singh 8 No DR-J. R.D. Rocal Dum Du Koln 28

2. Albanjali Saha Date + 12.03.21 Add-Fuljhore Rabindrapally Dwrgapur - 06. 9 Gopon Serba 2) Sib Sarkat Sala 2) Difunkar Sala 4) Portha Das. 5) Merityuniay Das 6) Uduy Pas

SIGNATURE OF THE OWNERS

Abinash Ryman

SIGNATURE OF THE DEVELOPER

RECETVED of and from the above named developer within mentioned sum of Rs.1,001/- (One Thousand One) only each owner totaling Rs.6,006/- (Six Thousand Six) only as against Earnest money of the said Property as per memo of consideration below

MEMO OF CONSIDERATION

By Cash (Rs. 500/- *12+Rs. 5/-*1+Rs. 1/- *1)

Rs. 6,006.00

Rs. 6,006.00

(Rs. Six Thousand Six Only)

Signed, Sealed and delivered at Kolkata in the presence of:

1) Gopon Saha 2) Sib Swaken Sala 3) Difankar Jaka 4) Partha Jas. 5) Muitjun Joy Das 6) Uduy Aas

SIGNATURE OF THE OWNERS

Drafted and prepared by me:

Andenors

(Amrendra Kumar)
Advocate

City Civil Court, Calcutta

M.No.WB/F/506/19



Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan

GRN Details

GRN:

192020210243404521

GRN Date:

11/03/2021 17:52:42

BRN:

IK0BAKUUS1

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

State Bank of India

BRN Date:

11/03/2021 17:03:15

Payment Ref. No:

2000555809/4/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

AMRENDRA KUMAR

Address:

JESSORE ROAD, SRI DURGA COLONY

Mobile:

9331282125

EMail:

akprofessionalservices@gmail.com

Contact No:

9331282125

Depositor Status:

Advocate

Query No:

2000555809

On Behalf Of:

Mr SUVASHISH ROY

Identification No:

2000555809/4/2021

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000555809/4/2021	. Property Registration- Stamp duty	0030-02-103-003-02	9021
2	2000555809/4/2021	Property Registration- Registration Fees	0030-03-104-001-16	. 81
		7 100	Total	9102

IN WORDS: NINE THOUSAND ONE HUNDRED TWO ONLY.



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	Merityun jay Das		(Left)	Hand)		
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	MRITYUNJAY DAS		(Right	Hand)		
		Little	Ring	Middle	Fore	Thumb
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	Uday Aas					
		Thumb	Fore	Middle	Ring	Little
	<u>UDAY DAS</u>		(Right	Hand)		*

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Major Information of the Deed

Deed No:	I-1506-03023/2021	Date of Registration 12/03/2021			
Query No / Year	1506-2000555809/2021	Office where deed is registered			
Query Date	11/03/2021 4:03:38 PM	1506-2000555809/2021			
Applicant Name, Address & Other Details	SUVASHISH ROY P.S- BAGDOGRA, DIST DARJEE BENGAL, Mobile No. : 93312821	EELING,Thana : Kharibari, District : Darjeeling, WEST 2125. Status :Advocate			
Transaction		Additional Transaction			
[0110] Sale, Development <i>I</i> agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 6,006/-]			
Set Forth value		Market Value			
Rs. 4/-		Rs. 67,71,669/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 10,021/- (Article:48(g))		Rs. 81/- (Article:E, E, B)			
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip.(Urba			

Land Details:

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Khalisha Kota Pally, Mouza: Sultanpur, , Ward No: 1, Holding No:18 Jl No: 10, Pin Code: 700079

Sch No		Khatian Number	Land Proposed	Use ROR	Area of Land	The second second	Forth (In Rs.)	Market Value (In Rs.)	Other Details
	RS-1690	RS-1353	Bastu	Bastu	2 Katha 8 Chatak		1/-		Width of Approach Road: 12 Ft.,

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Khalisha Kota Pally, Mouza: Sultanpur, , Ward No: 1, Holding No:22 Jl No: 10, Pin Code: 700079

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
	RS-1690	RS-1354	Bastu	Bastu	1 Katha 7 Chatak 40 Sq Ft	1/-	The Contract of the Contract o	Width of Approach Road: 12 Ft.,

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Khalisha Kota Pally, Mouza: Sultanpur, , Ward No: 1, Holding No:23 Jl No: 10, Pin Code: 700079

Other Details Market SetForth Area of Land Plot Khatian Land Use Sch Value (In Rs.) Value (In Rs.) Number Proposed ROR Number No 18,00,001/- Width of Approach 1/-1 Katha 8 Bastu RS-1353 Bastu L3 RS-1690 Road: 12 Ft., Chatak

Structure Details:

Grand Total:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3	600 Sq Ft.	1/-	1,80,000/-	Structure Type: Structure

9.0635Dec

Gr. Floor, Area of floor: 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete

3 /-

65,91,669 /-

Shed, Extent of Co	impletion. Compl	ele		
Total:	600 sq ft	1 /-	1,80,000 /-	

Land Lord Details :

0	Name,Address,Photo,Finger p	rint and Signatu	re	
	Name	Photo	Finger Print	Signature
	Mrs GOPA SAHA Daughter of Late GOURANGALAL SAHA Executed by: Self, Date of Execution: 12/03/2021 , Admitted by: Self, Date of Admission: 12/03/2021 ,Place : Office			Gopen Senha
		12/03/2021	LTI	12/03/2021
	District:-Paschim Bardhamar Occupation: House wife, Citi Status:Individual, Executed	n, West Bengal, zen of: India, P. by: Self, Date	India, PIN - 713 AN No.:: MSxxxx of Execution: 12/	206 Sex: Female, By Caste: Hindu, exx3L, Aadhaar No: 33xxxxxxxx4907, /03/2021
	District:-Paschim Bardhamar Occupation: House wife, Citi Status:Individual, Executed , Admitted by: Self, Date of	n, West Bengal, zen of: India, P by: Self, Date Admission: 12/	APUR ABL TOWNS India, PIN - 713 AN No.:: MSxxxx of Execution: 12/ 03/2021 ,Place:	03/2021 Office
2	District:-Paschim Bardhamar Occupation: House wife, Citi: Status :Individual, Executed , Admitted by: Self, Date of Name	n, West Bengal, zen of: India, P. by: Self, Date	APUR ABL TOWNS India, PIN - 713 AN No.:: MSxxxx of Execution: 12/	206 Sex: Female, By Caste: Hindu, exx3L, Aadhaar No: 33xxxxxxxx4907, /03/2021
2	District:-Paschim Bardhamar Occupation: House wife, Citi Status:Individual, Executed , Admitted by: Self, Date of	n, West Bengal, zen of: India, P by: Self, Date Admission: 12/	APUR ABL TOWNS India, PIN - 713 AN No.:: MSxxxx of Execution: 12/ 03/2021 ,Place:	206 Sex: Female, By Caste: Hindu, exx3L, Aadhaar No: 33xxxxxxxx4907, 03/2021 Office

2, KHALISAKOTA PALLY, 18, P.O:- ITALGAHA, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx3E, Aadhaar No: 96xxxxxxxx6420, Status: Individual, Executed by: Self, Date of Execution: 12/03/2021

, Admitted by: Self, Date of Admission: 12/03/2021 ,Place: Office

3	Name	Photo	Finger Print	Signature
3741	Mr MRITYUNJAY DAS Son of Late BIRENDRA NATH DAS Executed by: Self, Date of Execution: 12/03/2021 , Admitted by: Self, Date of Admission: 12/03/2021 ,Place : Office	8		nutyan joy Das
		12/03/2021	LTI 12/03/2021	12/03/2021

2 NO KHALISAKOTA PALLY, 18, P.O:- ITALGACHA, P.S:- Dum Dum, Dum, Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARxxxxxx3F, Aadhaar No: 86xxxxxxxxx3137, Status: Individual,

Executed by: Self, Date of Execution: 12/03/2021

, Admitted by: Self, Date of Admission: 12/03/2021 ,Place : Office

Mr SIBSANKAR SAHA Son of Late GOURANGALAL SAHA Executed by: Self, Date of Execution: 12/03/2021 , Admitted by: Self, Date of Admission: 12/03/2021 ,Place : Office Photo Finger Print Signature

2NO KHALISAKOTA PALLY, 23, P.O:- ITALGACHA, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BXxxxxxxx9L, Aadhaar No: 39xxxxxxxx7219, Status: Individual, Executed by: Self, Date of Execution: 12/03/2021

, Admitted by: Self, Date of Admission: 12/03/2021 ,Place: Office

Name	Photo	Finger Print	Signature
Mr DIPANKAR SAHA Son of Late GOURANGALAL SAHA Executed by: Self, Date of Execution: 12/03/2021 , Admitted by: Self, Date of Admission: 12/03/2021 ,Place : Office			Diponkalo Saha
	12/03/2021	LTI 12/03/2021	12/03/2021

2 NO KHALISAKOTA PALLY, 22, P.O:- ITALGACHA, P.S:- Dum Dum, Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: GRxxxxxx2E, Aadhaar No: 27xxxxxxxx1461, Status:Individual, Executed by: Self, Date of Execution: 12/03/2021

, Admitted by: Self, Date of Admission: 12/03/2021 ,Place : Office

Name	Photo	Finger Print	Signature
Mr UDAY DAS Son of Late BIRENDRA NATH DAS Executed by: Self, Date of Execution: 12/03/2021 , Admitted by: Self, Date of Admission: 12/03/2021 ,Place : Office			Uday Sas
	12/03/2021	LTI 12/03/2021	12/03/2021

2 NO KHALISAKOTA PALLY, 18, P.O:- ITALGACHA, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARxxxxxx1A, Aadhaar No: 57xxxxxxxx0451, Status: Individual, Executed by: Self, Date of Execution: 12/03/2021

, Admitted by: Self, Date of Admission: 12/03/2021 ,Place: Office

Developer Details:

SI Name,Address,Photo,Finger print and Signature

DEBANGAN REALSTATE LLP

DR S P MUKHERJEE ROAD, 90/1, P.O:- DUM DUM, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, PAN No.:: AAxxxxxx4K, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Print	Signature	
Mr ABINASH KUMAR (Presentant) Son of Late NAGENDRA PRASAD Date of Execution - 12/03/2021, Admitted by: Self, Date of Admission: 12/03/2021, Place of Admission of Execution: Office			Aloi vade Ruman	
	Mar 12 2021 5:46PM	LTI 12/03/2021	12/03/2021	
DR S P MUKHERJEE ROAD, 90/1, P.O:- DUM DUM, P.S:- Dum Dum, Dum, District:-North 2 Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxxx0D, Aadhaar No: 25xxxxxxxx5205 Status: Representative, Representative of: DEBANGAN REALSTATE LLP (as DESIGNATED PARTNER)				

Identifier Details:

Name	Photo	Finger Print	Signature
Mr MANTOSH KUMAR SINGH Son of Late BRIJ NATH SINGH DR J R DHAR ROAD, 8, P.O:- DUM DUM, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028	3		Montosh Krisingh
	12/03/2021	12/03/2021	12/03/2021 S, Mr SIBSANKAR SAHA, Mr DIPANKAR

SAHA, Mr UDAY DAS, Mr ABINASH KUMAR

Transf	er of property for L1			
SI.No	From	To. with area (Name-Area)		
1	Mr PARTHA DAS	DEBANGAN REALSTATE LLP-13 Chatak 15 Sq Ft		
2	Mr MRITYUNJAY DAS	DEBANGAN REALSTATE LLP-13 Chatak 15 Sq Ft		
3	Mr UDAY DAS	DEBANGAN REALSTATE LLP-13 Chatak 15 Sq Ft		
Trans	fer of property for L2			
SI.No	From	To. with area (Name-Area)		
1	Mrs GOPA SAHA	DEBANGAN REALSTATE LLP-0.821099 Dec		
2	Mr SIBSANKAR SAHA	DEBANGAN REALSTATE LLP-0.821345 Dec		
3	Mr DIPANKAR SAHA	DEBANGAN REALSTATE LLP-0.821099 Dec		
Trans	fer of property for L3			
SI.No	From	To. with area (Name-Area)		
1	Mr SIBSANKAR SAHA	DEBANGAN REALSTATE LLP-2.475 Dec		
Trans	fer of property for S1			
SI.No	From	To. with area (Name-Area)		
1	Mrs GOPA SAHA	DEBANGAN REALSTATE LLP-100.00000000 Sq Ft		
2	Mr PARTHA DAS	DEBANGAN REALSTATE LLP-100.00000000 Sq Ft		
3	Mr MRITYUNJAY DAS	DEBANGAN REALSTATE LLP-100.00000000 Sq Ft		
4	Mr SIBSANKAR SAHA	DEBANGAN REALSTATE LLP-100.00000000 Sq Ft		
5	Mr DIPANKAR SAHA	DEBANGAN REALSTATE LLP-100.00000000 Sq Ft		
6	Mr UDAY DAS	DEBANGAN REALSTATE LLP-100.00000000 Sq Ft		

Endorsement For Deed Number: I - 150603023 / 2021

On 12-03-2021

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 14:53 hrs on 12-03-2021, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr ABINASH KUMAR ,.

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 67,71,669/-

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

Execution is admitted on 12/03/2021 by 1. Mrs GOPA SAHA, Daughter of Late GOURANGALAL SAHA, FULLJHORE, RABINDRA PALLY, P.O: DURGAPUR ABL TOWNSHIP, Thana: New Township, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713206, by caste Hindu, by Profession House wife, 2. Mr PARTHA DAS, Son of Late BIRENDRA NATH DAS, 2, KHALISAKOTA PALLY, 18, P.O: ITALGAHA, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Business, 3. Mr MRITYUNJAY DAS, Son of Late BIRENDRA NATH DAS, 2 NO KHALISAKOTA PALLY, 18, P.O: ITALGACHA, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Business, 4. Mr SIBSANKAR SAHA, Son of Late GOURANGALAL SAHA, 2NO KHALISAKOTA PALLY, 23, P.O: ITALGACHA, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Business, 5. Mr DIPANKAR SAHA, Son of Late GOURANGALAL SAHA, 2 NO KHALISAKOTA PALLY, 22, P.O: ITALGACHA, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Business, 6. Mr UDAY DAS, Son of Late BIRENDRA NATH DAS, 2 NO KHALISAKOTA PALLY, 18, P.O: ITALGACHA, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Business

Indetified by Mr MANTOSH KUMAR SINGH, , , Son of Late BRIJ NATH SINGH, DR J R DHAR ROAD, 8, P.O: DUM DUM, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Service

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

Execution is admitted on 12-03-2021 by Mr ABINASH KUMAR, DESIGNATED PARTNER, DEBANGAN REALSTATE LLP (LLP), DR S P MUKHERJEE ROAD, 90/1, P.O:- DUM DUM, P.S:- Dum Dum, Dum, Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Indetified by Mr MANTOSH KUMAR SINGH, , , Son of Late BRIJ NATH SINGH, DR J R DHAR ROAD, 8, P.O: DUM DUM, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 81/- (B = Rs 60/-, E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 81/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/03/2021 5:54PM with Govt. Ref. No: 192020210243404521 on 11-03-2021, Amount Rs: 81/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BAKUUS1 on 11-03-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 9,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2440, Amount: Rs.1,000/-, Date of Purchase: 10/03/2021, Vendor name: Ranjita

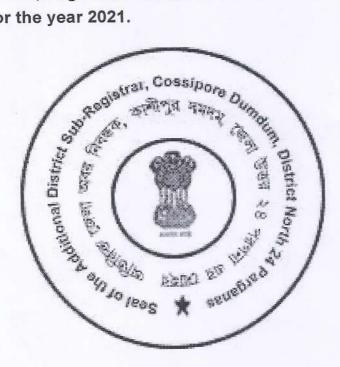
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/03/2021 5:54PM with Govt. Ref. No: 192020210243404521 on 11-03-2021, Amount Rs: 9,021/-, Banke State Bank of India (SBIN0000001), Ref. No. IK0BAKUUS1 on 11-03-2021, Head of Account 0030-02-103-003-02

Suman Basu ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2021, Page from 131831 to 131887 being No 150603023 for the year 2021.



Digitally signed by SUMAN BASU Date: 2021.03.19 12:32:39 +05:30 Reason: Digital Signing of Deed.

(Jun

(Suman Basu) 2021/03/19 12:32:39 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)