

9317/19

①

09124/19



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 087915

1904
0
15/09/19



Case No. 03128 of 23/09/19
 J(1) 250
 J(2) 300
 Total 550/-
 Received of

Additional Registrar of Assurances-IV, Kolkata

[Signature]
 ARX-IV
 Kolkata

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 23rd day of September Two Thousand Nineteen BETWEEN

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to the document are the part of this Document.

[Signature]
 Additional Registrar
 of Assurances-IV, Kolkata

24 SEP 2019

15/09/19
 15/09/19

(1) **KALYAN KUMAR DAS** (PAN-ADCPD6791L), (AADHAAR NO.945214110639), by occupation Retired Person, residing at No.23A, Panchanantala Road, P.O.Sarat Bose Road, Police Station-Lake, Kolkata-700029 (2) **BIPLAB DAS** (PAN-AFYPD4028G) (AADHAAR NO.203094617708), by occupation Business, residing at No.24, Ashutosh Pally, P.O.Garia, Police Station-Patuli, Kolkata-700084 and (3) **ANJAN KUMAR DAS** (PAN-AEZPD7506F) (AADHAAR NO.867670961258), by occupation Service, residing at Flat No.6B, Block 3, Westwind, 7B, Raja S.C.Mallik Road, P.O.Garia, Police Station-Patuli, Kolkata-700084, all three being son of Late Manohar Das and hereinafter collectively referred to as "the **OWNERS**" (which expression unless excluded by or repugnant to the subject or to the context shall be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives) of the **ONE PART; AND SMD ASSOCIATES** (PAN-ADZFS6955L), a Partnership firm, having its Registered Office at No.57, South Raipur, Police Station-Patuli, P.O.Garia, Kolkata-700084 and represented by its Partners namely; (1) **PRADIP SEN** (PAN-ANMPS2142L) (AADHAAR NO.854041749543) son of Late Rabindra Nath Sen, by occupation-Business, residing at No.A/65, New Raipur, P.O.Garia, Police Station-Patuli, Kolkata 700084, (2) **SAMIR MAJUMDER** (PAN AGZPM8265C) (AADHAAR NO.778824251293) son of Late Jogendra Majumder, by occupation-Business, residing at No.A/66, New Raipur, P.O.Garia, Police Station- Patuli, Kolkata 700084 and (3) **DOLAN DAS** (PAN AIEPD3616R) (AADHAAR NO.417175048018), son of Late Jagendra Lal Das, by occupation-Business, residing at No.57, South Raipur, P.O.Garia, Police Station-Patuli, Kolkata- 700084, all by Nationality Indian, hereinafter referred to as the "**DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and also include its partners for the time being and their respective heirs legal representatives executors administrators and/or assigns) of the **OTHER PART:**

WHEREAS:

- A. By a Deed of Gift dated 1st September 1993 made between The Governor of the State of West Bengal therein referred to as the Donor of the one Part and (Smt.) Maghmala Das, therein referred to as the Donee of the Other Part and registered with the Additional District Sub-Registrar, 24-Parganas, Alipore in Book No.1 Volume No.6 Pages 65 to 68 Being No.392 for the year 1993, The Governor of the State of West Bengal did thereby gifted transferred assigned and assured to the said (Smt.) Maghmala Das, **ALL THAT** piece and parcel of homestead land containing an area of 4(four) Cottahs 10 (ten) Chittacks 20 (twenty) Square feet more or less situate lying at and being C.S.Plot Nos.886(P) & 887(P) in Mouza-Baishnabghata, J.L.No.28, E.P.No.24, S.P. No.29, Police Station- Patuli (formerly-Jadavpur), Kolkata-700084 in the District of South 24 Parganas, absolutely and forever.
- B. Subsequently, the said (Smt.) Maghmala Das got her name mutated in the records of the then Calcutta Municipal Corporation and constructed a house on the aforesaid land.
- C. The said (Smt.) Maghmala Das, who was a Hindu during her lifetime and also at the time of her death governed by the Dayabhaga School of Hindu Law, died intestate on 7th December 2003 leaving her surviving her three sons namely, (1) Kalyan Kumar Das (2) Biplab Das and (3) Anjan Kumar Das and her two daughters namely (Smt.) Manjusri Ray and (Smt.) Nandita Kundu as her only heirs.

heiresses and legal representatives in respect of all her properties, who upon her death inherited and became jointly entitled to the aforesaid land. Her husband, Manohar Das had predeceased her on 8th August 1992.

- D. In the event aforesaid, the owners herein alongwith (Smt.) Manjusri Ray and (Smt.) Nandita Kundu became the joint owners each having specified independent and distinct undivided share therein to **ALL THAT** the piece or parcel of homestead land containing an area of 4(four) Cottahs 10(ten) Chittacks 20 (twenty) Square feet more or less alongwith dilapidated structure standing thereon situate lying at and being C.S.Plot Nos.886(P) & 887(P) in Mouza-Baishnabghata, J.L.No.28, E.P.No.24, S.P. No.29 under Police Station-Patuli (formerly-Jadavpur), Kolkata-700084 in the District of South 24 Parganas and comprised in Municipal Premises No.33, Ashutosh Pally (postal address being No.24, Ashutosh Pally), Kolkata-700084, within the limits of the Kolkata Municipal Corporation, Ward No.101, (hereinafter referred to as the "**said Premises**") morefully described and mentioned in the **FIRST SCHEDULE** hereunder, absolutely and forever as mentioned below:-

	<u>Owner's Name</u>		<u>Share (undivided)</u>
1.	Kalyan Kumar Das	....	1/5 th
2.	Biplab Das	....	1/5 th
3.	Anjan Kumar Das	....	1/5 th
4.	(Smt.) Manjusri Ray	....	1/5 th
5.	(Smt.) Nandita Kundu	....	1/5 th

- E. By a Deed of Gift dated 5th July 2019 made between (Smt.) Manjusri Ray and (Smt.) Nandita Kundu, therein referred to as the Donors of the One Part and Kalyan Kumar Das, Biplab Das and Anjan Kumar Das therein referred to as the Donees of the other part and registered with the Additional District Sub-Registrar, Alipore in Book No.1 Volume 1605-2019 Pages 138194 to 138225 Being No.160503993 for the year 2019, the said (Smt.) Manjusri Ray and (Smt.) Nandita Kundu, in consideration of their natural love and affection that they bear towards the Donees being their full blooded brothers, the Donors, out of their own free will and volition, freely and voluntarily gifted granted conveyed transferred assigned and assured unto and to the Donees therein, as and by way of Gift **ALL THAT** the 2/5th undivided Share in **ALL THAT** the piece or parcel of homestead land containing an area of 4(four) Cottahs 10(ten) Chittack 20(twenty) Square feet more or less alongwith dilapidated structure standing thereon situate lying at and being C.S.Plot Nos.886(P) & 887(P) in Mouza-Baishnabghata, J.L.No.28, E.P.No.24, S.P. No.29 under Police Station- Patuli (formerly-Jadavpur), Kolkata-700084 in the District of South 24 Parganas and comprised in Municipal Premises No.33, Ashutosh Pally (postal address being No.24, Ashutosh Pally), Kolkata-700084, within the limits of the Kolkata Municipal Corporation, Ward No.101, absolutely and forever.
- F. In the event aforesaid, the said Owners herein are now seized and possessed of and/or otherwise well and sufficiently entitled to as the joint and absolute owners to the extent of their respective undivided shares, to **ALL THAT** the piece or parcel of homestead land containing an area of 4(four) Cottahs 10(ten) Chittacks 20(twenty) Square feet more or less alongwith dilapidated structure standing thereon situate lying at and being C.S.Plot Nos.886(P) & 887(P) in Mouza-Baishnabghata, J.L.No.28, E.P.No.24, S.P. No.29 under Police Station-

Patuli (formerly-Jadavpur), Kolkata-700084 in the District of South 24 Parganas and comprised in Municipal Premises No.33, Ashutosh Pally (postal address being No.24, Ashutosh Pally), Kolkata-700084, within the limits of the Kolkata Municipal Corporation, Ward No.101, (hereinafter referred to as the "said Premises") morefully described and mentioned in the **FIRST SCHEDULE** hereunder, absolutely and forever.

G. The Owners have represented before and assured the Developer, inter alia, as follows:

- i) The Owners are the full and absolute owners of the said premises free from all encumbrances and liabilities whatsoever;
- ii) The said premises and every part thereof is free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispenders attachments acquisition requisition alignment claims demands and liabilities of whatsoever or howsoever nature and the Owners are in 'khas' and absolute possession of the entirety of the said premises.
- iii) Save and except the Owners no person has or can claim any right title interest or share whatsoever or howsoever in the said premises or any part thereof;
- iv) There is no suit or proceeding pending against the Owners regarding the title of the Owners to the said premises or any part thereof or otherwise relating to the said premises or any part thereof;
- v) The Owners do not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and further the Owners have not filed any statement under Section 6(1) of the said Act of 1976.
- vi) No amount or outgoing or liability (including municipal rates and taxes, Urban Land Tax, Water Tax etc.) is due and payable and/or outstanding to any person or authority in respect of the said premises or any part thereof.
- vii) The Owners have never executed any development agreement or agreement for Sale or otherwise transfer of the said premises or any part thereof nor executed any Power of Attorney or any other document concerning the said premises or any part thereof in favour of any person nor have otherwise dealt with the said premises or any part thereof or accepted any earnest money or consideration there against from any other person;
- viii) That there is no difficulty in the Owners complying with the terms and conditions hereunder agreed to be observed fulfilled and performed by them.

H. The Owners being desirous of developing and exploiting commercially the said premises by constructing a new Building thereon after demolishing the existing buildings and structures on the said premises, approached the Developer to develop the same for mutual benefit and relying on the aforesaid representations and/or assurances made and/or contained on the part of the Owners and believing the same to be true and correct and acting on faith thereof, the Developer has agreed to so develop and exploit commercially the said premises on the terms and conditions hereinafter contained.

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

1. In this Agreement unless there be something contrary or repugnant to the subject or context:
- a) **PREMISES** shall mean the Premises No.33, Ashutosh Pally (Postal Address being No.24, Ashutosh Pally), Police Station- Patuli (formerly-Jadavpur), Kolkata-700084 morefully and particularly described in the **FIRST SCHEDULE** hereunder written;
 - b) **OWNERS** shall be Kalyan Kumar Das, Biplab Das and Anjan Kumar Das, for the time being.
 - c) **BUILDING** shall mean the new building to be constructed by the Developer at the said premises.
 - d) **UNIT PURCHASERS/HOLDERS** shall mean all persons who purchase or agree to purchase and be in possession of the Units in the building with or without car parking spaces (including the Owners and the Developer if they or any of them retain any one or more Units out of their respective allocations hereunder for their own respective use).
 - e) **COMMON AREAS INSTALLATIONS AND FACILITIES** shall mean and include the pathways, passages, stairways, landings, water pump, association etc., underground water reservoir, overhead water tank, water pump with motor, electrical, plumbing and other installations and facilities (including the lift and the roof of the building) in or for the building fir being used in common by the Unit Holders morefully and particularly described in the **THIRD SCHEDULE** hereunder written.
 - f) **PLAN** shall mean the plans drawings and specifications of the building a; be caused to be prepared by the Developer from the Civil Engineer and sanctioned by the Kolkata Municipal Corporation.
 - g) **OWNER' ALLOCATION/AREA** shall mean the divided and demarcated 50 (fifty) % of the covered space/area, being one flat in the Western side of the first floor, one flat in the Eastern side of the Second floor and one flat in the Western side of the third (top) floor out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed in the proposed building and 50% of the Car Parking Space in the ground floor of the building in the said Premises out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed as per sanction plan of Kolkata Municipal Corporation together with the undivided proportionate share and interest in the land comprised in the said Premises and together with electricity and water connection and together with all common areas and facilities and amenities suitable in all

respects for habitation enjoyment and use attached thereto, to belong exclusively and absolutely to the Owners.

- h) **DEVELOPER'S ALLOCATION/AREA** shall mean the remaining divided and demarcated 50(fifty)% of the covered space/area, being one flat in the Eastern side of the first floor, one flat in the Western side of the second floor and one flat in the Eastern side of the third (top) floor out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed in the proposed building and 50% of the Car Parking Space in the ground floor of the building in the said Premises out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed as per sanction plan of Kolkata Municipal Corporation together with the undivided proportionate share and interest in the land comprised in the said Premises and all common areas and facilities and amenities attached thereto, to belong exclusively and absolutely to the Developer.
- i) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep security and administration of the building and other common purposes and rendition of services in common to the Unit Purchasers/holders;
- j) **COMMON PURPOSES** shall mean and include the purposes of managing maintaining upkeeping administering and security of the building and in particular the common areas installations and facilities, rendition of common services in common to the Unit Purchasers/holders, collection and disbursement of common expenses and dealing with all matters of common interest of the Unit Purchasers/holders;
- k) **UNITS** shall mean all the residential apartments and other constructed areas in the Building capable of being held occupied and used as exclusive and independent residential flat / apartment.
- l) **PARKING SPACE** shall mean the spaces in the ground floor of the Building capable of being parked therein or thereat motor cars and two wheelers.
- m) **BUILT-UP AREA** in respect of any Unit shall mean the plinth area of such Unit and include, inter alia, the area of the balconies, if any, attached thereto, the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units then only one-half of the area under such wall or column be included in each such Unit.
- n) **PROPORTIONATE** or **PROPORTIONATELY** or **PROPORTIONATE SHARE** according to the context shall mean the proportion in which the built-up area of any Unit may bear to the built-up area of all Units in the building.
- o) **ADVOCATE** shall mean Mr. S.Pranoyshubhra, Advocate, High Court Calcutta of No.5, Kiran Shankar Roy Road, Kolkata-700001.

2. The Owners do and each of them doth hereby permit and grant exclusive right to the Developer (a) to build upon and exploit commercially the said premises described in the **FIRST SCHEDULE** hereunder written by constructing a New Building thereon after demolishing the existing buildings and structures thereon and (b) to sell or otherwise transfer or dispose of the Developer's Allocation to the person or persons desirous of owning or otherwise acquiring the same, for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
3. The right granted to the Developer to develop the said premises cannot be revoked by the Owners.
4. the Owners shall get their name mutated in the records of the Kolkata Municipal Corporation and upon sanction of the building plan shall deliver complete vacant peaceful possession of the entirety of the said premises to the Developer to carry on the work of construction at the said premises. The Owners declares that the entirety of the said premises is in "Khas" physical possession of the Owners. Time in this regard shall be of essence to the contract.
 - 4.1. Subject to the Owners timely complying with their obligations hereunder including getting their name recorded in the records of the Kolkata Municipal Corporation, the Developer shall cause to be sanctioned the plan for construction of the Building from the Kolkata Municipal Corporation.
 - 4.2. While causing to be prepared the plan for construction of the Building, the Developer shall make all best possible efforts to avail of/utilise the maximum permissible FAR available on the said premises for residential building.
 - 4.3. All fees of the engineers for the entire project to be appointed by the Developer (including for preparation of plan and drawings) and all fees costs and charges payable to the Kolkata Municipal Corporation for sanction of plan for the Building shall be borne and paid by the Developer.
 - 4.4. For the purposes connected with the preparation, submission and sanctioning of the plans, the Owners shall render all co-operation and assistance to the Developer in getting the premises surveyed and soil thereof tested (if required) and shall sign execute and deliver and submit all papers plans applications documents powers and authorities and produce the title deeds and other papers and documents relating to the said premises as may from time to time be required of by the Developer and/or the Engineer.
5. Upon delivery of complete peaceful vacant possession of the entirety of the said premises to the Developer, the Developer shall demolish all existing buildings and structures at the said premises and appropriate solely and exclusively the net sale proceeds realised out of the sale of the salvage and/or debris thereof and the Owners shall hereby consents to the same.
6. The Developer shall at its own costs and expenses construct the Building at the said premises in accordance with the plan as be sanctioned by the Kolkata Municipal Corporation.

- 6.1 The Developer shall construct the new Building in good substantial and workman like manner and use new and First Class quality of materials. The quality of materials shall be such as may from time to time be recommended by the Engineer and such recommendation of the Engineers shall be acceptable to the parties hereto. The specifications of construction of the Building without violation of construction works as per the sanction plan and the fittings fixtures facilities and amenities to be provided therein shall be such as are mentioned in the **SECOND SCHEDULE** hereunder written. However the Owners shall be at the liberty to appoint their own Engineer and verify the quality of the material.
- 6.2 The Developer shall apply for and obtain permanent connections for water, electricity, drainage, sewerage and other inputs utilities and facilities from State and Central Government authorities and statutory or other body or bodies required for construction use after newly constructed building as per Kokata Municipal Corporation sanctioned building plan at the cost and expenses of the Developer.
- 6.3 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building and obtaining inputs, utilities and facilities therein as stated in clause 6.2 hereinabove and the Owners agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.
- 6.4 The Owners agree and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed Building at the premises by the Developer and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the Building or selling or otherwise transferring the Developer's Allocation, subject to the compliance in terms of the agreement.
- 6.5 For the purpose of construction of the Building, the Developer shall be entitled to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and of such remuneration and on such terms and conditions as be deemed necessary by the Developer. Such employees shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 6.6 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed Building and shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of new buildings. The Developer shall indemnify the Owners against all liabilities losses claims or proceedings whatsoever arising by common law or by statute including in respect of injury or the death of any person whatsoever arising out of or in course of or caused by the execution of the work envisaged hereunder.

- 6.7 The Developer while making construction of the Building shall ensure that there is no deviation from the Building Sanction Plan save those which are sanctionable and done with the consent of the Engineers and the Developer shall keep the Owners indemnified against all actions suits proceedings costs charges expenses and demands in respect thereof.
7. In the proposed building to be constructed by the Developer at the said premises:
- a) The Owners shall be allocated/entitled to the divided and demarcated 50 (fifty) % of the covered space/area, being one flat in the Western side of the first floor, one flat in the Eastern side of the Second floor and one flat in the Western side of the third (top) floor out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed in the proposed building and 50% of the Car Parking Space in the ground floor of the building in the said Premises out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed as per sanction plan of Kolkata Municipal Corporation together with the undivided proportionate share and interest in the land comprised in the said Premises and together with electricity and water connection and together with all common areas and facilities and amenities suitable in all respects for habitation enjoyment and use attached thereto, to belong exclusively and absolutely to the Owners.
 - b) The Developer shall be allocated/entitled to the remaining divided and demarcated 50(fifty)% of the covered space/area, being one flat in the Eastern side of the first floor, one flat in the Western side of the Second floor and one flat in the Eastern side of the third (top) floor out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed in the proposed building and 50% of the Car Parking Space in the ground floor of the building in the said Premises out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed as per sanction plan of the Kolkata Municipal Corporation together with the undivided proportionate share and interest in the land comprised in the said Premises and all common areas and facilities and amenities attached thereto, to belong exclusively and absolutely to the Developer.
- 7.1 The parties hereto shall identify their respective flats/units and the spaces for parking of motor cars according to their respective entitlements in terms hereof out of the total number of motor cars that could be parked therein. Be it specifically mentioned that the Owner's allocation shall consist of flats/units and the spaces for parking of motor cars out of the total sanctioned constructed area to be identified by the Developer and the Owners mutually and such specific allotment is to be made by a supplementary agreement after obtaining sanction plan of building plan from Kolkata Municipal Corporation.
- 7.2 All the units etc., in the Building so ultimately allocated/demarcated for the Owners are hereinafter referred to as "the **Owner's Allocation**" and the same shall absolutely belong to the Owners with liberty to deal with the same **TOGETHER WITH** undivided share in the land comprised in the premises as also in the common areas installations and facilities as and being properties

appurtenant thereto in such manner and on such terms and conditions as the Owners may deem fit and proper and independent of and to the exclusion of the Developer **AND** similarly all those units/car parking spaces etc., in the Building so ultimately allocated/ demarcated for the Developer are jointly hereinafter referred to as "the **Developer's Allocation**" and the same shall belong absolutely to the Developer with liberty to deal with the same **TOGETHER WITH** proportionate undivided share in the land comprised in the premises as also in the common areas installations and facilities as and being properties appurtenant thereto in such manner and on such terms and conditions as the Developer may deem fit and proper and independent of and to the exclusion of the Owners.

8. In consideration of the Developer constructing the said building (which includes, inter alia, the Owner' Allocation) and agreeing to construct and make fit for use and occupation in terms hereof and deliver possession of the Owner' Allocation to the Owners as stated herein without claiming any cost of construction therefor, the Developer shall have the exclusive right to hold own use possess enjoy sell transfer deal with and dispose of the Developer's Allocation together with undivided share in the common areas installations and facilities as also in the land comprised in the said premises attributable thereto and realise and appropriate the sale proceeds thereof in terms hereof.
9. The Developer shall be at liberty to negotiate with the prospective buyers of the Developer's Allocation and enter into agreements for sale or otherwise transfer of units, car parking spaces and other constructed areas constituting and comprising in the Developer's Allocation and belonging to the Developer together with or independent of or independently the land comprised in the said premises attributable to the Developer's Allocation at or for such consideration and on such terms and conditions as the Developer may deem fit and proper (but not inconsistent with the terms and conditions herein contained as regards the user and maintenance of the building) without making the owners personally liable and realise and appropriate the sale proceeds and other amounts receivable therefor and the Owners shall not raise any dispute or objection to the acts deeds and things done by the Developer to its benefit and interest with regard thereto and shall have no concern therewith. The Owners shall similarly also enjoy and have the privilege of the same rights liberties and facilities with regard to the Owner' Allocation and the Developer shall not raise any dispute or objection to the acts, deeds and things done to the interest and benefit of the Owners with regard thereto and shall have no concern therewith.
- 9.1 The Owners do and each of them confirms that the Owners shall not be required to join in as a party to the agreements and other documents of transfer that may be entered into by the Developer for sale or otherwise transfer of units, car parking spaces and other areas comprised in the Developer's Allocation and belonging to the Developer together with or independent of or independently the land comprised in the said premises attributable thereto and the consent of the Owners in that regard shall be deemed to have been given by the Owners to the Developer by these presents itself **Provided However That** if so required by the Developer, the Owners shall join in as Confirming Party at the costs and expenses of the Developer, to all such agreements and other documents of transfer they may be entered into by the Developer for sale and/or otherwise

transfer of units, car parking spaces and other constructed areas belonging to the Developer in the building without raising any objection and without claiming any additional consideration money therefor. Similarly, the Developer confirms that the Developer shall not be required to join in as a party to the Agreements and other documents of transfer for sale or otherwise transfer of the Units, car parking spaces and other areas comprised in the forming part of the Owner's Allocation and belonging to the Owners and the consent of Developer in that regard shall be deemed to have been given by the Developer to the Owners by these presents itself **Provided However That** if so required by the Owners, the Developer shall join in as confirming party at the costs and expenses of the Owners, to all such agreements and other documents of transfer to the effect that the Developer is obliged to fulfil its obligations hereunder contained and is responsible for the maintenance management upkeep and administration of the building and rendition of services in common to the Unit Purchasers/ Holders in terms hereof without any objection whatsoever.

- 9.2 It is clarified that all amounts receivable under such agreements for sale or other documents of transfer by the Developer for sale of land comprised in the said premises as be appurtenant to the Developer's Allocation and the units, car parking spaces and other constructed areas comprised in the Developer's Allocation shall be to the account of and shall be received by the Developer exclusively and the Owners shall have no concern therewith and similarly the consideration receivable for sale of the Owner's Allocation under agreements for sale or other documents of transfer entered into by the Owners with the prospective buyers thereof shall be to the account of and shall be received by the Owners exclusively and the Developer shall have no concern therewith.
- 9.3 It is further clarified that the Owners and the Developer shall be liable for payment of stamp duty legal charges registration charges etc., for all transfers as may be effected by them respectively in respect of their respective allocations and shall indemnify and keep the other saved harmless and indemnified in respect thereof.
10. The Owners shall, as and when required by and at the request of the Developer but only after construction of the Owners' Allocation in all respects and the same being fit for use and occupation certified by the engineer appointed for the construction of the building and after the expiry of 15 days of notice being served by the Developer to the Owners offering the Owners to take possession of the Owners' Allocation, execute and register one or more sale deed or deeds or other documents of transfer for sale of such proportionate undivided share in the land comprised in the said premises as be attributable to the Developer's Allocation in favour of the Developer and/or its nominee or nominees in such share or shares as the Developer may require or nominate from time to time without raising any objection whatsoever and all costs charges and expenses in respect thereof shall be borne and paid by the Developer.
- 10.1 All costs of construction of the Owners' Allocation shall be borne and paid by the Developer exclusively and the same shall be and be deemed to be the price/cost of the undivided indivisible share in the land comprised in the said premises attributable to the Developer's Allocation and all benefits and rights

transfer of units, car parking spaces and other constructed areas belonging to the Developer in the building without raising any objection and without claiming any additional consideration money therefor. Similarly, the Developer confirms that the Developer shall not be required to join in as a party to the Agreements and other documents of transfer for sale or otherwise transfer of the Units, car parking spaces and other areas comprised in the forming part of the Owner's Allocation and belonging to the Owners and the consent of Developer in that regard shall be deemed to have been given by the Developer to the Owners by these presents itself **Provided However That** if so required by the Owners, the Developer shall join in as confirming party at the costs and expenses of the Owners, to all such agreements and other documents of transfer to the effect that the Developer is obliged to fulfil its obligations hereunder contained and is responsible for the maintenance management upkeep and administration of the building and rendition of services in common to the Unit Purchasers/ Holders in terms hereof without any objection whatsoever.

- 9.2 It is clarified that all amounts receivable under such agreements for sale or other documents of transfer by the Developer for sale of land comprised in the said premises as be appurtenant to the Developer's Allocation and the units, car parking spaces and other constructed areas comprised in the Developer's Allocation shall be to the account of and shall be received by the Developer exclusively and the Owners shall have no concern therewith and similarly the consideration receivable for sale of the Owner's Allocation under agreements for sale or other documents of transfer entered into by the Owners with the prospective buyers thereof shall be to the account of and shall be received by the Owners exclusively and the Developer shall have no concern therewith.
- 9.3 It is further clarified that the Owners and the Developer shall be liable for payment of stamp duty legal charges registration charges etc., for all transfers as may be effected by them respectively in respect of their respective allocations and shall indemnify and keep the other saved harmless and indemnified in respect thereof.
10. The Owners shall, as and when required by and at the request of the Developer but only after construction of the Owners' Allocation in all respects and the same being fit for use and occupation certified by the engineer appointed for the construction of the building and after the expiry of 15 days of notice being served by the Developer to the Owners offering the Owners to take possession of the Owners' Allocation, execute and register one or more sale deed or deeds or other documents of transfer for sale of such proportionate undivided share in the land comprised in the said premises as be attributable to the Developer's Allocation in favour of the Developer and/or its nominee or nominees in such share or shares as the Developer may require or nominate from time to time without raising any objection whatsoever and all costs charges and expenses in respect thereof shall be borne and paid by the Developer.
- 10.1 All costs of construction of the Owners' Allocation shall be borne and paid by the Developer exclusively and the same shall be and be deemed to be the price/cost of the undivided indivisible share in the land comprised in the said premises attributable to the Developer's Allocation and all benefits and rights

agreed to be granted by the Owners to the Developer. The Owners shall not be liable to contribute or pay any amount in respect of such construction.

11. The Owners shall make out a good and marketable title to the said premises to the satisfaction of the Developer's Advocate S.Pranoysubhra, of No.5 Kiran Shankar Roy Road, Kolkata-700001 and answer and/or comply with all requisitions-on-title as may be made by the said Advocate within 15 days of receipt of such requisitions.
12. The Owners hereby agree and covenant with the Developer as follows:-
 - (a) Not to cause any interference or hindrance or obstruction in the construction of the proposed Building at the premises by the Developer and/or its agents provided it is constructed in conformity with the sanction Plan.
 - (b) To be responsible for payment of all taxes and liabilities on the said premises upto the date hereof.
 - (c) To bear and pay the municipal and all other rates taxes and other dues and outgoings in respect of the said premises (including electricity etc.) accruing due till the date hereof and those accruing due for the period thereafter till the Developer offering the Owners to use and enjoy the Owners' Allocation after constructing and completing the same shall be borne and paid by the Developer and those accruing due for the period thereafter, the parties hereto respectively shall be liable to pay the same in respect of their respective Allocations.
 - (d) To apply all permissions clearances and certificates if so required and found necessary for effectuating and completing the sale and transfer of undivided share in the land comprised in the said premises attributable to the Developer's Allocation within 60 days of receiving a notice to that effect from the Developer.
 - (e) To render necessary co-operation and assistance to the Developer in construction and completion of the proposed building.
 - (f) Not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the Developer's Allocation or any part thereof provided the Developer acts in terms of this agreement especially as provided in Clause 9 hereof.
 - (g) Not to let out, grant lease, mortgage, charge or otherwise encumber the said premises or any part thereof as from the date hereof but nothing contained herein shall prevent the Owners to deal with and dispose of the Owners' Allocation.
 - (h) To handover the Original title deeds and all such documents and papers relating to the title in respect of the said Premises shall simultaneously with the execution of this agreement to the Developer on its accountable receipt and the Developer shall be entitled to hold the same till the

completion of construction of the building. After the construction is completed the said Deed and Documents shall be delivered to the association.

13. The Developer shall construct complete and make habitable the Owners' Allocation in all respects and as per the specifications specified in the **SECOND SCHEDULE** hereunder written (including sewerage, drainage, water and permanent electric connections) and deliver possession of the Owners' Allocation within 18 (eighteen) months from the date of the sanction of the plan and the Owners delivering peaceful vacant possession of the said premises to the Developer, whichever is later, with grace period of 6 month.
14. The Developer shall deliver physical possession of the units or spaces allocated for the Developer for use of the intending purchasers thereof simultaneously with handing possession of the Owner's Allocation, and the Owners do hereby consent to the same.
15. For the purpose of maintenance, management, upkeep, protection and administration of the building and the said premises and rendition of the services in common to the Unit Purchasers/ Holders of the said building and doing all other acts deeds and things for the common purposes, the parties hereto shall form or cause to be formed an Association of the Unit Purchasers/ Holders.
16. The said building shall bear such name as shall be decided by the all the flat Owner jointly.
17. All agreements, sale deeds and other documents for sale or otherwise transfer of the respective allocations of the parties hereto shall be prepared by the Advocate and such documents will have to confer to the terms and conditions contained in this agreement.
18. As and when desired by the Developer, the Owners shall grant to the Developer and/or nominees for the purposes connected with the sanctioning of plan and for all the following purposes:
 - i) To apply for and obtain all necessary permissions and sanctions from different authorities in connection with the construction and completion of the Building and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authority or authorities in that regard.
 - ii) To apply for and obtain temporary and permanent connections of water, electricity, lift, power, drainage, sewerage, gas, in the Building and other common areas and facilities required for construction and use and enjoyment of the Building.
 - iii) To sell or otherwise transfer the Developer's Allocation and for that to sign, execute and register all agreements, sale deeds and other documents of transfer.

- iv) To have the units comprised in the Developer's Allocation as well as in the Owners' Allocation separately assessed by the Kolkata Municipal Corporation.
 - v) To commence prosecute enforce defend answer and/or oppose all legal proceedings in connection with the powers and authorities abovestated and for effectuating and implementing these presents.
- 18.1 The said power of attorney shall form a part of this agreement and remain irrevocable as long as the Developer fulfils its obligations hereunder contained.
19. It is understood that to facilitate the construction of new Building by the Developer and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners 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 the rights of the Owners.
20. In case after sanctioning of plans and selection of their respective allocations by the Owners and the Developer and construction of the Building at the premises, it be found upon actual measurement that any of the parties gets less area than its entitlements in terms hereof then the party getting excess area shall pay to the other party for such excess area a sum calculated at such rate as be mutually agreed between the parties hereto, keeping in view the market price prevailing at that time. Certificate of the Engineers to be appointed jointly by the Parties hereto in this regard shall be final conclusive and binding on the parties hereto.
21. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure. **FORCE MAJEURE** shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, air raid or any other Act of God or any order of the Government or statutory body or Court affecting the public in general, thereby restraining or temporarily suspending the sanctioning of plans or construction of buildings in the locality in which the said building is intended to be constructed. It is made clear that any obstruction by any local people shall not be Force Majeure.
22. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to

claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.

23. In case any of the parties hereto becomes liable to pay to the other party any amount by way of damages or liquidated damages, the same shall be paid within 30 days of demand, in default the amounts so due shall carry interest @18% per annum.
24. In case of acquisition or requisition of the said premises prior to the commencement of construction of the building, this agreement will come to an end and the Owners shall refund all amounts paid hereunder till then.
- 24.1 In the case of acquisition or requisition of the said premises after the commencement of construction of the building and prior to completion of construction of the building then, the Developer shall be entitled to receive the compensation awarded in respect of the construction until then made at the said premises and the Owners shall be entitled to the entire compensation awarded in respect of the said premises. Further the Owners shall refund all amounts paid by the Developer to them hereunder till then but without any interest thereon.
- 24.2 In case of acquisition or requisition of the said premises after construction and completion of the Owners' Allocation then the Owners shall be entitled to the entire compensation in respect of the Owners' Allocation and the Developer shall be entitled to the entire compensation in respect of the Developer's Allocation.
25. With effect from the date of the Owners delivering peaceful vacant possession of the entirety of the said Premises to the Developer and after sanctioning of the plan by the Kolkata Municipal Corporation till the date of the Developer constructing and offering the Owners herein to take possession of the Owners' Allocation as hereinafter contained, the Developer at their cost shall provide the Owners residential accommodation and shall pay Rs.10,000/= to Biplab Das for accommodation of Two BHK Flat and Rs.10,000/= to Kalyan Kumar Das and Anjan Kumar Das for joint accommodation of Two BHK Flat respectively as rehabilitation charges only per month, from the date of sanctioning of the plan by the Kolkata Municipal Corporation for enabling the Owners to shift out from the said Premises till the completion of the construction of the new building is over and till the said Owners is offered to take possession of the said Owners' Allocation. However all electricity charges, telephone charges etc., shall be borne and paid by the Owners directly.
26. The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be or be deemed to be construed as partnership between the Developer and the Owners or as joint venture between them in any manner nor shall be deemed to constitute an Association of Persons.
27. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if delivered by hand or sent by prepaid

registered post with acknowledgement due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Premises)

ALL THAT the piece or parcel of homestead land containing an area of 4(four) Cottahs 10(ten) Chittacks 20(twenty) Square feet more or less alongwith dilapidated structure standing thereon measuring 500 square feet more or less situate lying at and being C.S.Plot Nos.886(P) & 887(P) in Mouza-Baishnabghata, J.L.No.28, E.P.No.24, S.P. No.29 under Police Station- Patuli (formerly-Jadavpur), Kolkata-700084 in the District of South 24 Parganas and comprised in Municipal Premises No.33, Ashutosh Pally (postal address being No.24, Ashutosh Pally), Kolkata-700084, within the limits of the Kolkata Municipal Corporation, Ward No.101, and butted and bounded as follows:

ON THE NORTH : by other KMC Premises;

ON THE EAST : By other KMC Premises;

ON THE SOUTH : By other KMC Premises;

ON THE WEST : By 12 feet wide KMC Road;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Specifications of construction)

1. **Structure** – R.C.C. framed structure.
2. **Brick work** - Brick work with 1st class bricks in cement mortar 1:6 for 200/125/75 mm thick wall and 1:4 thick brick wall.
3. **Plaster** – 13mm thick inside plaster in cement mortar 1:6 (for 0' wall) 13mm thick inside plaster in cement mortar 1:5 (for 3" wall), 6.5 mm thick ceiling plaster in cement mortar 1:4, 24 mm thick outside plaster in cement mortar 1:5
4. **Flooring- Skirting-** All habitant rooms and verandah (Balcony and drawing cum dining wall be laid with vitrified Tiles and skirting upto 5" height, including the kitchen and toilets.
5. **Doors and Frames** – All door frames will be made of Sal wood and the shutter of all door will be used of standard quality commercial flush board with one coat of primer and toilet will be PVC all other fittings (tower bolts) Hasp bolt, door stoppers inside etc..
6. **Grill and Railing-** All window and verandah (Balcony) will be furnished with proper grill and railing as per Architect's approved designs with synthetic enamel paint.

7. **Kitchen/Pantry** – Black stone will be laid on kitchen table top and glazed tiles will also be provided upto 2 feet above the table top.
8. **Toilets**- All toilets will be provided with Orissa Pan type, PVC cistern, stainless steel shower and bib cock, W.C. only will be provided with Western type commodes. Glazed tiles will be provided on all four sides of the toilet and W.C.s upto 5' ft. height. There will be a provision for 1 wash basin.
9. **Plumbing & Sanitary**- One septic tank, semi underground water reservoir and overhead reservoir with proper pipe lines will be provided. All pipe lines in toilet and kitchen will be exposed with P.V.C. pipes.
10. **Electricity**-
 - i. Total concealed wiring for all the flats, provided with copper wiring
 - ii. Sufficient conducting and wiring for Exhaust Fans and other electrical gazettes.
 - iii. Rising Main with Top of Boxes shall be provided in each flat.
 - iv. Telephone point and Cable Point wiring in each floor.
 - v. Electrical switches of good quality for one fan, two light and one plug point in the Bedrooms and one A.C point at any one bedroom of their choice, and two fan, two light and one plug point and also one TV plug point at the Dining-Cum-Drawing.
 - vi. Exhaust Fan point, one light and one 15 Amp plug point at the Kitchen
 - vii. Geyser point (in any one toilet), Exhaust Fan point and one light at the toilets.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Area)

1. Stair case on all the floor of the said building.
2. Stair case landing on all the floors of the said building.
3. Common passage including main entrance on the floor landing from the ground floor and to the roof of the building.
4. Water pump, underground reservoir, overhead tank and KMC water supply.
5. Electric service line electric main line/wiring electric meter for a pump installed in the building and in the meter room and meter.
6. Such other common parts, areas, equipments installation, fixtures, fittings and spares in or about the said building as are necessary and such other things and materials to be used commonly.
7. Drainage and sewerage system.
8. Boundary walls and main gate.
9. Ultimate Roof
10. Lifts alongwith lift shaft and Lift machine rooms

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

EXECUTED AND DELIVERED by the abovenamed OWNERS at Kolkata in the presence of:

- 1. Amitabh Roy
A-134 Survey Park
Santoshpur
Kolkata - 700075

K Das
(Kalyan Kumar Das)
Biplab Das
(Biplab Das)
Anjan Kumar Das
(Anjan Kumar Das)

- 2. Manjulika Das

SIGNED SEALED AND DELIVERED by the abovenamed DEVELOPER at Kolkata in the presence of:

SMD ASSOCIATES
Pa Lip Sw.
PARTNER

- 1. Amitabh Roy
- 2. Manjulika Das

SMD ASSOCIATES

PARTNER

SMD ASSOCIATES
Dolon Das
PARTNER

Drafted by
Shreyashubha
11/11/2001
Advocate
High Court, Calcutta











Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue












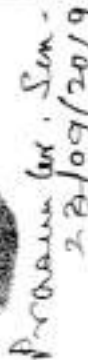
OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19040001515189/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr KALYAN KUMAR DAS 23A, Panchananfala Road, P.O:- Sarat Bose Road, P.S:- Lake, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700029	Land Lord			
2	Mr BIPLAB DAS 24, Ashutosh Pally, P.O:- Garia, P.S:- Patuli, District:-South 24- Parganas, West Bengal, India, PIN - 700084	Land Lord		7458 	 6/16/2019
3	Mr ANJAN KUMAR DAS Westwind, 78, Raja S.C.Mallik Road, Block/Sector. 3, Flat No. 8B, P.O:- Garia, P.S:- Patuli, District:-South 24- Parganas, West Bengal, India, PIN - 700084	Land Lord		7461 	 23RD SEPT 2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Pradip Sen A/65, New Raipur, P.O:- Garia, P.S:- Patuli, District- South 24-Parganas, West Bengal, India, PIN - 700084	Representative of Developer [SMD ASSOCIATES]		7457 	 22/09/2019
5	Mr Samir Majumder A/66, New Raipur, P.O:- Garia, P.S - Patuli, District- South 24-Parganas, West Bengal, India, PIN - 700084	Representative of Developer [SMD ASSOCIATES]		7459 	 23/9/2019
6	Mr Dolan Das 57, South Raipur, P.O:- Garia, P.S.- Patuli, District- South 24-Parganas, West Bengal, India, PIN - 700084	Representative of Developer [SMD ASSOCIATES]		7460 	 22/09/19
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr PRASUN KUMAR SEN Son of Late SANTOSH KUMAR SEN B-45, NEW RAIPUR, P.O:- GARIA, P.S.- Patuli, District- South 24-Parganas, West Bengal, India, PIN - 700084	Mr KALYAN KUMAR DAS, Mr BIPLAB DAS, Mr ANJAN KUMAR DAS, Mr Pradip Sen, Mr Samir Majumder, Mr Dolan Das			 22/09/2019

(Taru Misra)
ADDITIONAL REGISTRAR
OF ASSURANCE

SPECIMEN FORM FOR TEN FINGERPRINTS



R. Das

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



P. P. Das

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



A. Das

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



P. Das

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

SPECIMEN FORM FOR TEN FINGERPRINTS



Handwritten notes:
 137
 206
 208

		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND						
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND						
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER






PHOTOGRAPH



PHOTOGRAPH

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr KALYAN KUMAR DAS Son of Late Manohar Das Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 24/09/2019 ,Place : Office			
		24/09/2019	LT 24/09/2019	24/09/2019
	23A, Panchanantala Road, P.O:- Sarat Bose Road, P.S:- Lake, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADCPD6791L, Aadhaar No: 94xxxxxxxx0639, Status :Individual, Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 24/09/2019 ,Place : Office			
2	Mr BIPLAB DAS (Presentant) Son of Late Manohar Das 24, Ashutosh Pally, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFYPD4028G, Aadhaar No: 20xxxxxxxx7708, Status :Individual, Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 23/09/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 23/09/2019 ,Place : Pvt. Residence			
3	Mr ANJAN KUMAR DAS Son of Late Manohar Das Westwind, 78, Raja S.C.Mallik Road, Block/Sector: 3, Flat No: 6B, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AEZPD7506F, Aadhaar No: 86xxxxxxxx1258, Status :Individual, Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 23/09/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 23/09/2019 ,Place : Pvt. Residence			




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SMD ASSOCIATES 57, South Raipur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.:: ADZFS6955L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Pradip Sen Son of Late Rabindra Nath Sen A/65, New Raipur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ANMPS2142L, Aadhaar No: 85xxxxxxxx9543 Status : Representative, Representative of : SMD ASSOCIATES (as Partner)

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr KALYAN KUMAR DAS Son of Late Manohar Das Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 24/09/2019 ,Place : Office			
		24/09/2019	LTI 24/09/2019	24/09/2019
	23A, Panchanantala Road, P.O:- Sarat Bose Road, P.S:- Lake, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADCPD6791L, Aadhaar No: 94xxxxxxxx0639, Status :Individual, Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 24/09/2019 ,Place : Office			
2	Mr BIPLAB DAS (Presentant) Son of Late Manohar Das 24, Ashutosh Pally, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFYPD4028G, Aadhaar No: 20xxxxxxxx7708, Status :Individual, Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 23/09/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 23/09/2019 ,Place : Pvt. Residence			
3	Mr ANJAN KUMAR DAS Son of Late Manohar Das Westwind, 78, Raja S.C.Mallik Road, Block/Sector: 3, Flat No: 6B, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AEZPD7506F, Aadhaar No: 86xxxxxxxx1258, Status :Individual, Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 23/09/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/09/2019 , Admitted by: Self, Date of Admission: 23/09/2019 ,Place : Pvt. Residence			

Developer Details :



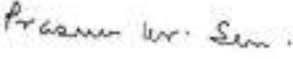
SI No	Name,Address,Photo,Finger print and Signature
1	SMD ASSOCIATES 57, South Raipur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.:: ADZFS6955L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Pradip Sen Son of Late Rabindra Nath Sen A/65, New Raipur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ANMPS2142L, Aadhaar No: 85xxxxxxxx9543 Status : Representative, Representative of : SMD ASSOCIATES (as Partner)

2	Mr Samir Majumder Son of Late Jogendra Majumder A/66, New Raipur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGZPM8265C, Aadhaar No: 77xxxxxxx1293 Status : Representative, Representative of : SMD ASSOCIATES (as Partner)
3	Mr Dolan Das Son of Late Jogendra Lal Das 57, South Raipur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIEPD3616R, Aadhaar No: 41xxxxxxx8018 Status : Representative, Representative of : SMD ASSOCIATES (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRASUN KUMAR SEN Son of Late SANTOSH KUMAR SEN B-45, NEW RAIPUR, P.O:- GARIA, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084	 24/09/2019	 24/09/2019	 24/09/2019

Identifier Of Mr KALYAN KUMAR DAS, Mr BIPLAB DAS, Mr ANJAN KUMAR DAS, Mr Pradip Sen, Mr Samir Majumder, Mr Dolan Das

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr KALYAN KUMAR DAS	SMD ASSOCIATES-2.55903 Dec
2	Mr BIPLAB DAS	SMD ASSOCIATES-2.55903 Dec
3	Mr ANJAN KUMAR DAS	SMD ASSOCIATES-2.55903 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr KALYAN KUMAR DAS	SMD ASSOCIATES-166.66666700 Sq Ft
2	Mr BIPLAB DAS	SMD ASSOCIATES-166.66666700 Sq Ft
3	Mr ANJAN KUMAR DAS	SMD ASSOCIATES-166.66666700 Sq Ft

Endorsement For Deed Number : I - 190409124 / 2019

2	Mr Samir Majumder Son of Late Jogendra Majumder A/66, New Raipur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGZPM8265C, Aadhaar No: 77xxxxxxx1293 Status : Representative, Representative of : SMD ASSOCIATES (as Partner)
3	Mr Dolan Das Son of Late Jogendra Lal Das 57, South Raipur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIEPD3616R, Aadhaar No: 41xxxxxxx8018 Status : Representative, Representative of : SMD ASSOCIATES (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRASUN KUMAR SEN Son of Late SANTOSH KUMAR SEN B-45, NEW RAIPUR, P.O:- GARIA, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084			
	24/09/2019	24/09/2019	24/09/2019

Identifier Of Mr KALYAN KUMAR DAS, Mr BIPLAB DAS, Mr ANJAN KUMAR DAS, Mr Pradip Sen, Mr Samir Majumder, Mr Dolan Das

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr KALYAN KUMAR DAS	SMD ASSOCIATES-2.55903 Dec
2	Mr BIPLAB DAS	SMD ASSOCIATES-2.55903 Dec
3	Mr ANJAN KUMAR DAS	SMD ASSOCIATES-2.55903 Dec

Transfer of property for S1

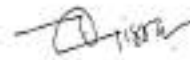
Sl.No	From	To. with area (Name-Area)
1	Mr KALYAN KUMAR DAS	SMD ASSOCIATES-166.66666700 Sq Ft
2	Mr BIPLAB DAS	SMD ASSOCIATES-166.66666700 Sq Ft
3	Mr ANJAN KUMAR DAS	SMD ASSOCIATES-166.66666700 Sq Ft

Endorsement For Deed Number : I - 190409124 / 2019

On 19-09-2019

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 43,37,504/-



Tridip Misra

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 23-09-2019

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

Presented for registration at 17:10 hrs on 23-09-2019, at the Private residence by Mr BIPLAB DAS , one of the Executants.

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

Execution is admitted on 23/09/2019 by 1. Mr BIPLAB DAS, Son of Late Manohar Das, 24, Ashutosh Pally, P.O: Garia Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 2 Mr ANJAN KUMAR DAS, Son of Late Manohar Das, Westwind, 78, Raja S.C.Mallik Road, Sector: 3, Flat No: 6B, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service

Indetified by Mr PRASUN KUMAR SEN, , Son of Late SANTOSH KUMAR SEN, B-45, NEW RAIPUR, P.O: GARIA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Retired Person

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

Execution is admitted on 23-09-2019 by Mr Pradip Sen, Partner, SMD ASSOCIATES, 57, South Raipur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr PRASUN KUMAR SEN, , Son of Late SANTOSH KUMAR SEN, B-45, NEW RAIPUR, P.O: GARIA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Retired Person

Execution is admitted on 23-09-2019 by Mr Samir Majumder, Partner, SMD ASSOCIATES, 57, South Rapur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr PRASUN KUMAR SEN, , Son of Late SANTOSH KUMAR SEN, B-45, NEW RAIPUR, P.O: GARIA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Retired Person

Execution is admitted on 23-09-2019 by Mr Dolan Das, Partner, SMD ASSOCIATES, 57, South Raipur, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KALYAN KUMAR DAS

MANOHAR DAS

03/11/1941

Permanent Account Number

ADCPD6791L

Signature



05122008



भारत सरकार
GOVERNMENT OF INDIA



कल्याण कुमार दास
Kalyan Kumar Das
जन्मतिथि/ DOB: 03/11/1941
पुरुष / MALE



9452 1411 0639



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

Address:

23सि, पञ्चाननताला रोड, शरंग
बोस रोड, कोलकाता,
पश्चिम बंग - 700029

23C, PANCHANANTALA ROAD,
Sarat Bose Road, Kolkata,
West Bengal - 700029

941



9452 1411 0639

MEERA AADHAAR, MERI PEHACH



PERMANENT ACCOUNT NUMBER
AFYPD4028G

NAME
BIPLAB DAS

DATE OF BIRTH
15-12-1949

ENTIRE SIGNATURE
Biplab Das

श्रीमान् श्रीमान् (अथवा श्रीमान्), श्रीमान्
COMMISSIONER OF INCOME-TAX (O.L.) KOLKATA



Biplab Das



সংসদে গণিত
GOVERNMENT OF INDIA



Biplab Das
DOB: 15/12/1949
MALE



2030 9461 7708

আমার আধার, আমার পরিচয়

Biplab Das



পারমাণবিক বৈশিষ্ট্য "বহুচাপ" প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O: Late Manohar Das, 24, ASHUTOSH
PALLY, Garia, South 24 Parganas,
West Bengal - 700084

2030 9461 7708



120 22 1047

info@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1247
Bangalore-560 001

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ANJAN KUMAR DAS

MONOHAR DAS

01/04/1955

Permanent Account Number

AEZPD7506F

[Signature]



25533014



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার

Unique Identification Authority of India
Government of India

ওপিকাউজির আই ডি / Enrollment No.: 1040/19567/03703

To
অরুণ কুমার দাস
Anjan Kumar Das
WESTWIND BL-3 FL-6B 78 RAJA S.C MALLIK ROAD
GARIA
KOLKATA
Garis
South Twenty Four Parganas
West Bengal 700084
3324238096

18/09/2012
21733284



MN217332841FT



আপনার লস্টার সংখ্যা / Your Card No. :

8676 7096 1258

সাধারণ - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

অরুণ কুমার দাস
Anjan Kumar Das
পিতা : মোনচর দাস
Father : Monchar Das
জন্ম তারিখ / Year of Birth : 1955
পুরুষ / Male



8676 7096 1258

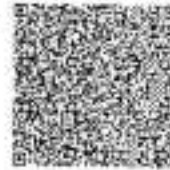
সাধারণ - সাধারণ মানুষের অধিকার

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ADZFS6955L



RTN/ Name
SMD ASSOCIATES

स्थापन / गठन की तिथि
Date of Incorporation/Formation
02/07/2019

27682019

SMD ASSOCIATES

PARTNER

इस कार्ड के खोने/पाने पर कृपया सूचित करें/बोझें।
आयकर, टैक्स सेवा इकाई, एन एस डी यूए
चौथी मंजिल, मास्टर स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मिड-सि/कोला-नेर डीप बंगला चौक,
पुणे - 411 016



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

Income Tax PAN Services Unit, NSDL
4th Floor, Master Sterling,
Plot No. 341, Survey No. 997/8,
Mid-Si/Colony-Near Deep Bungalow Chowk,
Pune - 411 016

Tel: 91-20-2721 8081, 91-20-2721 8081
e-mail: taxinfo@nsdl.com

शायकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT OF INDIA

PRADIP SEN

RABINDRA NATH SEN

15/03/1962
Permanent Account Number

ANMPS2142L

Pradip Sen
Signature



Pradip Sen

In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, UYITSL,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/वापस करें :
आयकर सेवा सेवा यूनिट, यूआईएसएल
प्लॉट नं: ३, सेक्टर ११, सीडीबी बेलपुर,
नवी मुंबई - ४०० ६१४



ভারত সরকার

Unique Identification Authority of India
Government of India

ভূমিকাভুক্তির আই ডি / Enrollment No.: 1040/19567/04672

To
প্রদীপ সেন
Pradip Sen
A/85 NEW RAIYPUR
KOLKATA
GARUA
Garia
South Twenty Four Parganas
West Bengal 700084

1809/2012
21733376



MN217333762FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

8540 4174 9543

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



প্রদীপ সেন
Pradip Sen
পিতা : রবীন্দ্রনাথ সেন
Father : Rabindranath Sen
জন্ম সাল / Year of Birth : 1962
লিঙ্গ / Male



8540 4174 9543

আধার - সাধারণ মানুষের অধিকার

Pradip Sen

व्यक्तिगत खाता संख्या / PERMANENT ACCOUNT NUMBER

AGZPM8265C



नाम / NAME

SAMIR MAJUMDER

पिता का नाम / FATHER'S NAME

JOGENDRA MAJUMDER

जन्म तिथि / DATE OF BIRTH

12-12-1963

व्यक्तिगत हस्ताक्षर / SIGNATURE

Samir Majumder

B. Das

असस आयकर, व.स. 111

COMMISSIONER OF INCOME-TAX, W.S. - 111

[Handwritten signature]



ভারত সরকার
Government of India



সমীক্ষক
Samy Maumder -
বিত্ত : মুম্বই অফিস
Father : Indrani Maumder
রাস্তা নং - ১৪, নতুন রাইপুর - ৭০০০১৪
কলকাতা



7788 2425 1293

আধার - সাধারণ মানুষের অধিকার

Handwritten signature



আধার

ঠিকানা:
১, ১৬, সিটি নতুন রাইপুর, কলকাতা,
কলকাতা পশ্চিম ৭৪ (কলকাতা),
পশ্চিমবঙ্গ, ৭০০০১৪

ভারত সরকার
Government of India

Address
A/16, NEW RAIPUR, KOLKATA,
KALKA (West Bengal) 700014
West Bengal 700014

7788 2425 1293



১৯১
১৯১ ১৯১ ১৯১



maumder@gmail.com



www.aadhaar.gov.in

Handwritten signature
for Bank K.Y.C.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

DOLAN DAS
JOGENDRALAL DAS
07/07/1967



Permanent Account Number
AIEPD3616R

Dolan Das
Signature

Dolan Das

In case this card is lost, you should contact
Income Tax PAN Service Centre
Plot No. 7, Sector-11, Connaught Place
New Delhi-110028 - 490 614
एक नया पीएन नंबर प्राप्त करने के लिए
आपको आयकर सेवा केंद्र पर
जाना होगा।
यदि मुझे कोई सूचना मिलेगी तो



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DOLAN DAS
JOGENDRALAL DAS
07/07/1967

Permanent Account Number
AIEPD3616R

Dolan Das
Signature



Dolan Das

In case this card is lost,
Income Tax PAN Service
Please call Sector-11, G.D.
New Delhi-110014-490 654

यदि यह कार्ड खो जाए,
आयकर PAN सेवा
कृपया कॉल करें- 490 654
नया दिल्ली-110014



ভারতীয় বৈশিষ্ট্য পরিচয় পরিষদ
 भारत सरकार
 Unique Identification Authority of India
 Government of India

ভালিডেশন আই ডি/Enrollment No.: 1040/19555/04447

Down Das

To
 মোহন দাস
 Down Das
 57 SOUTH RAIPUR
 GARIA KOLKATA
 Garia South Twenty Four Parganas
 West Bengal 700084
 8433217841

12409864



MN124091689DF



আপনার সংখ্যা/ Your Aadhaar No. :

4171 7504 8018

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 GOVERNMENT OF INDIA



নাম
 Down Das
 পিতা - গোপেন্দ্রলাল দাস
 Father - Jyendralal Das
 জন্ম তারিখ / Year of Birth : 1967
 লিঙ্গ / Male



4171 7504 8018

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Unique Identification Authority of India
সংবিধানানুযায়ী আইডি

অপিসকরণের আইডি / Enrollment No. : 1213/30009/35254

To
Prasun Kumar Sen
 প্রসুন কুমার সেন
 B 45
 NEW RAIPUR
 GARIA
 KOLKATA
 South Twenty Four Parganas,
 West Bengal - 700084
 9831784189



KA483189102FH

48318910



আপনার আধার সংখ্যা / Your Aadhaar No. :

9802 7848 9613

আমার আধার, আমার পরিচয়

ভারত সরকার

প্রসুন কুমার সেন
Prasun Kumar Sen
 পিতা : সত্যেন্দ্র কুমার সেন
 Father : Santosh Kumar Sen

জন্ম তারিখ / DOB: 22/12/1969
 লিঙ্গ / Male

9802 7848 9613

আমার আধার, আমার পরিচয়

Prasun Kumar Sen

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 447792 to 447839

being No 190409124 for the year 2019.



Digitally signed by TRIDIP MISRA
Date: 2019.10.03 18:14:15 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 03-10-2019 18:13:54
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)