I-02090/2019



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Sodepur, Nursing 2019

## DEVELOPMENT AGREEMENT

1. DATE

: 17th / Afril /2019

2. Place

Rahara, Kolkata - 700 118

a. PARTIES

Owners and Developer

No. 1319. Value Sood.

Date. 10. QUI DRIG.:
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Vendor.

Sealdah Civil Court

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So Sori Duija Das R.Klauy, Janihati, P.S.-Khardah, Kal-119.

- 3.1 SMT. ANIMA DAS, Wife of Sri Prokash Das, by Religion Hindu, by Occupation House wife. Residing at 6A, Tiljala Road, Gobinda Khatick Road, Kolkata 700 046, Pan no.- AOYPD5492P, Mob no.- 8335002655.
- 3.2. <u>SRI SHANKAR DUTTA</u>, Son of Late Benod Behari Dutta, by Religion Hindu, by Occupation Business, Residig at Sno. Palmar Bazar Road , Tangra, P.S. Entali , Kolkata 700 015, Pan no. ACSPD3952E , Mob. No. 9830914593.
- 3.3 <u>SRI NANDALAL DUTTA</u>. Son of Late Benod Behari Dutta, by Religion Hindu, by Occupation –Business, Residing at 8/1, Sukur Sarkar Lane, beside Moulana Azad College, Park Street, Kolkata 700 016. Pan no AEJPD2853B, Mob. No. -7687864077.
- 3.4. SRI GOUTAM DUTTA, Son of Late Benod Behari Dutta, by Religion Hindu, by Occupation Busisness, C/o Ashis Chatterjee, 66 Harinath Sen Road. Purbapara, Baba Thakurtala, P.S.- Barasat, District North 24 Parganas, Kolkata 700 124. Pan no. AEYPD6971M, Mob no.-9831283902
- 3.5. <u>ASHIMA DUTTA SAHA</u>, Wife of Sri Goutam Saha, by Religion Hindu, by Occupation House wife Residing at Collin Street, P.S.- New Market, Kolkata -700 016, Pan no. AUPPDO966M, Mob no 9874785952.
- 3.6 SMT. SEEMA DUTTA Wife of Sri Arjun Nath, by Religion Hindu, by Occupation House wife. Residing at 8/1, Sukur Sarkar Lane, Beside Moulana Azad College, P.S.- Parkstreet, Kolkata 700 016, Pan no. AHNPD2961R, Mob no. 8882311260

Hereinafter all the abovenamed jointly called and referred to as the <u>LANDOWNERS</u> (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of their heirs, executors, administrators, successors, legal representatives and or assigns etc) 3.7. "PIONEER ASSOCIATES", Pan no., - AAMFP7725R a Partnership Firm, Registered under the Registrar of Firms, W.B. pursuant to the Indian Partnership Act, 1932 (Act IX of 1932) having its Office at Khardah, 12A/1/35 . Khardah Station Road , P.O. + P.S. - Khardah, Dist.- North 24 Parganas, Kolkata - 700 117, hereinafter called and referred to as the "DEVELOPER", represented by its partners namely 1) SRI KANTI RANIAN DAS. Son of Late Nalini Kanta Das , by Religion – Hindu , by Occupation – Business , residing at 1 no. Survasen Nagar, P.O. & P.S. - Khardah , District, - North 24 Parganas . Kolkata - 700 117, Pan no. - ADSPD7299P, Mob. No. - 9874666097 and 2) SRI GOPAL DAS . Son of Late Narayan Chandra Das, by Religion Hindu, by Occupation Business, residing at "KIRONALAY", Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, District North 24 Parganas, ( permanent address at 23, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, District North 24 Parganas , Kolkata - 700 ft5 , Pan no. -AGAPD0725H, Mob. No. - 9123898230, (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of their heirs, executors, and or assigns etc.), of the Other Part.

### Develution of property of Original Owner Dedur Box Mistri upon his son Mother Box Mistri

Whereas while one Dedur Box Mistri was seized and passessed and entitled to Owner in respect of a large area of homestead Bastu land containing an area more or less 19 Satals and containing an area of Doba / Pond measuring about 1.5 Satals total admeasuring more or less 20.5 Satals lying within the Police Station – Khardah , District North 24 Parganas , appeartaining to Mouza – Kerulia , comprised and contained in R.S. Dag no. – 270 and 272, within the Khatian no. - 84, said Dedur Box Mistri died intestate and after his demise his entire property devoled upon his son Morther Box Mistri and being legal heir and successor said Mother Box Mistri inherited the Owner and owned and acquired all right, title and interest over the property of deceased Dedur Box Mistri.

Transferred the property Corresponding with Title Deed no. 1823 of
 in favour of Charu Bala Dutta and Parul Bala Dutta by Mother Box
 Mistri

That said Mother Box Mistri after becoming the absolute Owner on 3rd April 1964, executed and registered one registered Bengali Deed of Saf Bikray Kabala, represented as the Owner/Vendor therein, where said Mother Box Mistri duly sold, transferred and conveyed his homestead Bastu land with pond total admeasuring more or less 20,5 Satak lying within the Dag no. – 270 and Dag no. – 272, in favour of Charubala Dutta, Wife of Binod Behari Dutta & Parul Bala Dutta, Wife of Biswanath Dutta represented as the joint Purchasers therein, the same was registered in the Office of 5.R. at Barrockpore, recorded into Book no. – 1. Volume no. – 27, written in pages from 57 to 61, Being no. – 1823, for year 1964.

 Seizh Babulal Mistri Erstwhile recorded assessess corresponding to Mouza – Kerulia , In R.S. Dag no. – 271, 273 & 273/349, Khatian no. -53 , Police Station – Khardah , Distirct – North 24 Parganas.

Whereas one Seich Babulal Mistri was the absolute Owner in respect of another property measuring more or less 32 Satals ( out of which 29 Satals homestead Bastu land and O3 Satals Doba ) comprised and contained in Dag no. – 271, 273 and 273/347 within the Khatlan no. - 53, under the Mouza – Kerulia, Police Station – Khardah , District North 24 Parganas , within the limit of Khardah Municipality.

 Transferred the property Corresponding with Title Deed no. 2759 of 1964 in favour of Smt. Charu Bala Dutta and Parul Bala Dutta by Sekh Babulal Mistri

That while said Sekh Babulal Mistri was seized and possessed and entitled to as an absolute Owner in respect of his aforesaid Land with Pond there was one registered Indenture was made executed on 18<sup>th</sup> May 1964 by and between said Sekh Babulal Mistri represented as the Vendor / Owner in one part , who duly sold , transferred and conveyed his part/portion of property comprising with homestead Bastu Land with Pond total admeasuring more

or less 15 Satals by a Bengali Saf Bikray Kobala in favour of Smt.Charubala Dutta , Wife of Binod Behari Dutta & Parul Bala Dutta , Wife of Biswanath Dutta represented as the joint Purchasers therein , lying within the Dag no. – 271 , 273 & 273/347, Khatian no. – 53, , the same was registered in the Office of S.R. at Barrackpore, recorded ita Book no. – I, Volume no. – 41, written in pages from 6 to 10, Being no. – 2759, for year 1964.

## Smt. Charubala Dutta and Parul Bala Dutta Became the joint Owners.

That by virtue of aforesaid Two registered Deed of saf Bikray Kobala Smt. Charubala Dutta, since deceased and Smt. Parul Bala Dutta, since deceased became the Joint Owners in respect of All that piece and parcel of Bastu landed property and potion of Doba total admeasuring more or less 35.5 Satak lying within the R.S. Dag no. - 270, 271, 272, 273 & 273/347, R.S. Khatian no. - 53 & 84, within the Mouza – Kerulia, Police Station - Khardah

## 9 Regarding Title Suit no. - 51 of 1976 in the Court of Sub- Ordinate Judge at Alipare District - 24 Parganas.

That while said Smt. Charubala Dutta and Parul Bala Dutta were jointly seized and possessed in respect of their aforesaid purchased properety they were compelled to file a Suit for Partition being Title Suit no. – 51 of 1976 before the Court of Sub- Ordinate Judge at Alipore District – 24 Parganas against the adjacent Plot Holders Smt. Suniti Bala Deb., Jyoti Prova Deb and Sri Sukhendra Chandra Deb., the adjacent Plot Holders in respect of Schedule property as described and mentioned in the said Title Suit., where the Schedule property of the said Title suit lying within the District – North 24 Parganas appertaining to Mouza – Kerulia, comprised and contained in R.S. Dag no. – 271, 273 & 273/347 and R.S. Khatian no. – 53, containing an area 32 Satak, out of which 31 Satak homestead Bastu land lying within the Dag no. – 271 & 273 and O1 Satak Doba/Pond lying within the Dag no. – 273/347

## Final Order & Judgment in terms of Solenama with the Title Suit no. 51 of 1976

After constested the said suit by the both Parties thereto one Solenama was filled and the Learned Court has pleased to pass compromise Decree in terms of the this Solenama and one map annexed therewith as a part of the said Solenama on 7<sup>th</sup> day of April 1979, As per said Solenama and the annexed Plan therewith it is palpabaly clear that the Plaintiffs of the said Partition Suit i.e. 5mt. Charu Bala Dutta and 5mt. Parul Bala Dutta jointly became the absolute Owner in respect of Lot —A property specifically mentioned in the annexed Map therein, containing an area of total property measuring more or less 41 Satak, out of which 38 Satak homestead Bastu land lying under the Dag nos. — 270 and 03 Satak Doba lying within the Dag no. — 272, both are within the R.S. Khatian no. — 84. Mouja — Kerulia.

## Became the absolute joint Owners by Smt. Charu Bala Dutta and Smt. Parul Bala Dutta

By virtue of the above purchased Saf Bikray Kobala and after the Court Order dated 14<sup>th</sup> day of January 1980, Smt. Charu Bala Dutta and Smt. Parul Bala Dutta jointly became the Owners in respect of homestead Bastu landed Property containing an area measuring more or less 38 Satak, with Structure marked as Lot "A" in the Annexed plan of the Solelama having each Owner got and entitled to undivided equal 12 share of the total Bastu land i.e. each got and owned bastu landed property measuring more or kess 19 Satak TOGETHERWITH old dilapidated one storeyed Pucca structure measuring more or less 1430 Square feet & brick built Kacca structure measuring more or less 560 Sqft having each undivided 12 share i.e. Pucca Structure measuring more or less 280 Square feet

#### Mutation before the Local Municipality and Settlement Office by Smt. Charu Bala Dutta and Smt. Parul Bala Dutta

All the Owners thereafter mutated their names jointly in the Assessement Record with their joint landed property comprising with land and structure in the Khardah Municipalalty under Holding no. - 5/516, Old Calcutta Road, P.O. — Kalyannagar, Via Pansila , within the jurisdiction of Khardah Municipality . Ward no. - 7. And also recorded their names before the L.R. Settlement Record , where the name of Smt. Charu Bala Dutta has been recorded in L.R. Dag nos. -1150 , within L.R. Khatian no. - 285, under Mouza — Kerulia in respect of 16 Satak and similarly the name of Smt. Parul Bala Dutta has been recorded in L.R. Dag nos. -1150 , within L.R. Khatian no. - 490, under Mouza — Kerulia in respect of 16 Satak, District North 24 Parganas.

#### After Physical measurment of the entire Landed Property

After physical mesurment the entire homestead Bastu landed Property of said 5mt. Charu Bala Dutta and 5mt. Parul Bala Dutta appeared more or less total land 19 Cottahs 09 Chhitaks 14 Sqft and with an old one storeyed dilapidated Pucca structure measuring more or less 1430 Square feet & Kacca struture measuring more or less 560 Suare feet out of which 5mt Charu Bala Dutta became the Owner in respect of undived 14 half share of the total homestead Bastu landed property i.e. measuring more or 09 Cotthas 12 Chhitaks 29.5 Sqft. homestead Bastu land and undivided Pucca structure measuring more or less 715 Square feet and Kacca Structure measuring more or less 280 Square feet which is clearly stated and described in the First Schedule hereunder written below.

#### 14. Devalution of property after demise of Said Chazu Bala Dutta

While seized and possessed the aforesaid undivided landed property of the Said Premises as stated in the First Schedule herein said Charu. Bala Dutta who was a Hindu governed udner the Dayahaga Hindu School of law, died intestate on 26<sup>th</sup> day of November 1985. leaving behind her surviving her three sons namely 1). Sri Shankar Dutta, 2). Sri Nandalal. Dutta

and 3) Sri Goutam Dutta three daughters namely 1). Smt. Anima Das, 2). Smt. Ashima Dutta Saha and 3). Smt. Seema Dutta, All the Owners herein, as her legal heirs and successors. The fact remains Binod Behari Dutta, the husand of the Charu Bala Dutta, was predeceased her, who died on 17<sup>th</sup> day of February 2005.

#### 15 Devolved the Ownership upon the present Owners

After demise of Charu Bala Dutta and Binod Behari Dutta all the abovenamed Legal heirs and successors of the deceased became the joint Owners in respect of undivided landed property i.e. measuring more or less O9 Cotthas 12 Chhitales 29.5 Saft. Bastu land and undivided Pucca Structure measuring more or less 715 Square feet and Kacca Structure measuring more or less 280 and they all after jointly inherized the said property have been jointly seizing and possessing the aforesaid property with all right, title and interest and entitled to joint Owners of the said Property which is clearly stated and described in the First Schedule hereunder written below and for the sake of brevity herein after called and referred to as the "SAID PREMISES

- 16. The Owners also indemnify that they have jointly good marketable title of their said Premises and the same is free from all encumbrances, charges, liens, acquisitions, vesting by Government under any Act, lispendences, attachment whatsoever or otherwise well and sufficiently entitled to the entirety of the said premises.
- 17. The Owners also indemnify that they have jointly good marketable title of their said Premises and the same is free from all encumbrances, charges, liens, acquisitions, vesting by Government under any Act, lispendences, attachment whatsoever or otherwise well and sufficiently entitled to the entirety of the said premises.
- 18. The Owners are now desirous to build up their own residential units upon their undivided land measuring more or less 9 Cotaahs 12 Chhitaks 29.5 Saft after demolish the existing structure and due to paucity of time to

deploy strictly for their own purposes and other reasons whatsoever, which are unavoidable, in such a situation the Owners have no alternative but to search for a good, reputable development concern towards selection of a Joint Venture partner in regard to the development of their Said Premises and with a view of that aspect they jointly approached before the Developer, herein.

19. That after several meetings and duly scrutinizing of the proposals of the Developer M/s Plemeer Associates, a Partnership Firm represented by its Partners and all other relevant aspects, the Owners of the Said Premises have considered the proposal and are agreeable on such terms and conditions as mutually agreed upon and decided to assign the job of execution of the said project to the Developer as per the consensus arrived at in the said meetings of the Owner and the Developer where the Developer agreed to develop by dismantling the existing structure standing thereo and thereafter construct a new multi-staired Building thereon strictly in adherence and in conformity to the Sanctioned Building Plan obtained from the Khardah Municipality.

The Owners of this presents have arrived at an understanding with the Developer concern towards development of the captioned land as aforesaid by utilizing Developer Concern's expertise.

## NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties herein as follows:

- 1.1 OWNERS Shall mean 1) Smt. Anima Das , 2) Sri Shankar Dutta , 3) Sri Nandalal Dutta 4) Sri Goutam Dutta, 5), Smt. Ashima Dutta Saha and 6). Smt. Seema Dutta, and their legal heirs and successors.
- 1.2 <u>DEVELOPER</u> Shall mean <u>"PIONEER ASSOCIATES"</u>, Pan no. AAMFP7725R, a Partnership Firm, Registered under the Registrar of Firms, W.B. pursuant to the Indian Partnership Act, 1932 (Act IX of 1932) having

its Office at Khardah, 12A/1/35, Khardah Station Road, P.O. + P.S. – Khardah, Dist.- North 24 Parganas, Kolkata – 700 117, to represent the Firm until further information by the Firm.

- 1.3 PROJECT Shall mean a Project has been envisaged in consultation with the Owner by the Developer. A schematic plan has been prepared, made by the Architect of the Developer based on the requirement of the project, which is of mixed use comprising of residential cum commercial. There shall be other infrastructures like Water Supply, along with the Security System, for Common area & Lift/s. (hereinafter referred to the "Said Project"). The preliminary scheme and planning of the Said Project may go through minor changes as per requirement of sanctioning parameters of the appropriate Municipal Authority (hereinafter referred to as the "Khardah Municipality" and/or any other appropriate authorities, as the case may be, along with finer tuning by the Architect for any improvement of the Said Project.
- 1.4 PREMISES: ALL THAT piece and parcel of Undivided Bastu land measuring more or less 9 Cottahs 12 Chhitaks 29.5 Square feet Togwtherwith undivided old dilapidated one storeyed structure lying and situated on the Premises at Holding no. 5/516. Old Calcutta Road, P.O. Kalyannagar, Via Panshila, within the jurisdiction of Khardah Municipality, Ward no. 7, comprised and contained in L.R. Dag nos. –1150. L.R. Khatian no. 285. under Mouza Kerulia, District North 24 Parganas, within the Office of A.D.S.R. Office at Sodepur, Described in the First Schedule hereunder written.
- 1.5 <u>BUILDING</u> Shall mean and include proposed multi storied building/s G+4 storeyed to be constructed on the First Schedule property for the purpose of residential flats/apartments. & commercial space under this agreement in the land as mentioned in the schedule hereunder written in accordance with the Plans to be sanctioned by the concerned Municipal authorities. And it is agreed by the both Parties hereto if any additional Floor will sanction by the concerned Municipality the share of the Owners and the Developer will remain same i.e. 35: 65 respectively.
- 1.6 <u>SALEABLE SPACE</u> Shall mean the space in the constructed building/s for Independent use and occupation from the Developer Allocation.

1.7. OWNERS' ALLOCATION (SHARE): The Owners jointly shall entitle to get 35% thirty five percent constructed areas from the entire newly proposed building which will construct according to the sanctioned Building Plan and this 35% will be adjusted from their respective construted area of Flats and consideration amount. Such consideration amount will be finally settled and adjusted at the time of handing over their respective Flat in question followed with their 35% share of constructed area. No additional consideration amount will pay by the Developer to the Owners besides 35% thirty five percent i.e. Owners' Allocation.

The constructed Areas comprising with Flats & Godown will be allotted by the manners as follows.

SMT ANIMA DAS ----- One complete residential Flat vide no. - G, on the Second Floor, measuring more or less 916 square feet constructed area ( covered area + stair + corridor).

SRI SHANKAR DUTTA ---- Two complete residential Flats I) vide no. -"I" on the 4<sup>th</sup> Flaar, measuring more or less 1131 Saft constructed area ( covered area + stair + corridor ). And ii) Vide no.- "H", on the 3<sup>rd</sup> Floor, measuring more or less 773 Saft constructed area ( covered area + stair + corridor )

581 NANDA LAL DUTTA - Three (3) following complete residential Flats & One Godown

- i) Flat vide no. "1" on the 1" Floor, measuring more or less 1131 square feet constructed area ( covered area + stair + corridor )
- ii) Flat vide no. H . on the First Floor , measuring more or less 773 square feet constructed area ( covered area + stair + corridor )
- (iii) Flat vide Flat no. G. on the 1<sup>st</sup> Floor measuring more or less 936 square feet constructed area ( covered area + stair + corridor ) AND
- One Godown vide no. 1, on the ground floor, measuring more or less
   200 Sqft construted area.

The entire constructerd area of the Owner Sri Nandalal Dutta would be calculated and or adjusted from his proportionate 35% share of the

constructed areas followd by Owners' Allocation.

SRI GOUTAM DUTTA ---- One complete residential Flat vide no. – "F", on the 1<sup>st</sup> Floor a measuring more or less 916 square feet constructed area ( covered area + stair + corridor).

SMT ASHIMA DUTTA SAHA -----One complete residential Flat vide no. – "E"

on the 1" Floor, measuring more or less 936 square feet constructed area (
covered area + stair + corridor).

SMT SEEMA DUTTA ----- One complete residential Flat vide no. - E, on the Third Floor, measuring more or less 936 square feet constructed area (covered area + stair + corridor).

The Developer will pay an adjustable consideration amount of Rs. 20, 00,000/- (Rupees Twenty Lacs) only to the Owners namely 1) Smt. Anima Das, 2) Sri Goutam, Dutta, 3) Smt. Ashima Dutta Saha and 4) Smt. Seema Dutta ( each owners shall get Rs. 5,00,000/- ) and an adjustable consideration amount of Rs. 1,00,000/- (Rupees One Lac ) to Sri Nandalai Dutta and Sri Shankar Dutta will not get any adjustable consideration amount. And the entire above amount will be paid by the manners as follows:

- a) On the date of Registration of these presents the Developer shall pay Rs. 1,00,000/- (Rupees One Lacs ) to 1) 5mt. Anima Das, 2) 5ri Goutam, Dutta, 3) 5mt. Ashima Dutta Saha 4) 5mt. Seema Dutta and 5) 5ri Nandalal Dutta on the date of execution of these presents.
- b) The Owners namely 1) Smt. Anima Das, 2) Sri Goutam, Dutta , 3) Smt. Ashima Dutta Saha and 4) Smt. Seema shall each get Balance amount Rs. 4,00,000/- (Rupees Four Lacs) immediate after sanction the Building Plan.

It is also agreed by and between the Parties hereto that in future if it will be found the total constructed area of the above Flats of the Owners is more than their allocation followed by 35 %, then the Owners shall adjust such execess constructed area by making payment over such execess constructed area @ Rs. 2,200/- rupees two thousand two hundred only per sq. feet to the Developer similarly Developer also pay the consideration amount in the same

rate to the Owners upon the remaining areas whatsoever shall due followed by 35% as Owners' Allocation after delivered the above Flats to the Owners. The segregation of Owners' Allocation as mentioned herein above does not

construe the Partition of property amongst the Owners.

V) The above allocation's (hereinafter referred to as the "Owners' Allocation") are fixed, deemed final and free of cost. No further claim, whatsoever in nature, will be entertained in the future in the Finished Project under the clause Owner's Allocation.

VI) On completion of the respective Flats, the Developer shall hand over the Owner' Allocation to the Owner together with the rights in common, the common facilities and amenities in the building.

VII) The allocation of the flat will be done on the request of the Owners amicably in presence of the Developer's authorized representative and the Owner hereby accepts the same without any dispute.

VIII) The specification of construction and finishing for the flats to be delivered free of cost by the Developer to the Owner will be as per Third Schedule hereunder written.

IX) The Development Agreement along with finalization of the Owner's Allocation in the Said Project has been based on the computation of a Project on the land area 9 Cotthas 12 Chhitaks 29.5 Square feet.

## 1.8 DEVELOPER'S ALLOCATION (SHARE)

Besides the Owners Allocation as stated in clause 1.7 all the remaining balance constructed space/area together with common space, after allocating the Owners' Share, under this agreement in the project to be developed by the Developer Firm on the said land, will be in absolute control of the Developer which they can sale to anybody at any price to be determined by the Developer Firm. None of the Owner shall have any right or claim over any part of the area under the Developer's Allocation including those reserved by the developer for their own use for any purpose excluding the roof area/s of the building(s) under the entire project. The Developer or its nominee will have the right in perpetuity of putting up signage, hoardings including neon sign of its name on the roof or the side of the parapet wall, or common area of the building/s, without compromising of the aesthetics of the building/buildings, the cost of material, installation and maintenance cost of

such display and signage will be borne by the Developer. The Developer shall start marketing including soft launching program of the Said Project on the Developer's Allocation only, at any suitable point of time, whenever it deem fit and proper. All sale proceeds of the Developer's Allocation whether earnest money or total consideration money shall absolutely belong to the Developer and the Owner shall not have any claim or right in respect of the same.

1.9 <u>BUILDING PLANS</u> Such plans will be prepared by the Developer Firm for construction of the multi storied building at the subject land including its modification, rectification and amendments, if any and to be submitted for sanction before the concerned Municipal authorities as the case may be.

## 1.10 POWER TO SIGN PROPOSED SANCTION PLAN AND AMMENDMENTS THERETO

The Owners do hereby authorize the Developer Firm to sign as their constituted attorney in the plan to be submitted before the concerned Municipality and in any amendment of such plan.

- 1.11 COST OF THIS ACREEMENT: The Developer shall bear the cost of Stamp Duty and Registration, any other legal fees and charges to be paid on this Agreement and the Power of Attorneys.
- 1.12. <u>JURISDICTION</u>: Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in North 24 Paragnas only.
- 1.13 NOTICE AND ADDRESS: The address of the parties for the purpose of any correspondence shall be as stated above. Each party shall give notice under adknowledgement to the other of any change in address as soon as possible. All communications shall be sent by registered post with adknowledgement due or delivered personally with written adknowledgement and will be deemed to have been received by the addressee within three working days of dispatch.
- 1.14 FORCE MAJEURE: The parties hereto shall not be considered to be liable for any obligation, hereunder to the extent that the performance of the

relative obligations prevented by the existence of the force majeure conditions, i.e. flood, earthquake, riot, war, storm, tempest, civil, commotion, strikes etc.

#### ARTICLE - I- COMMENCEMENT

This Agreement shall be deemed to have commenced on and from the date of its execution.

## ARTICLE - II -OWNERS RIGHT AND REPRESENTATIONS

- 2.1 The Owners jointly indemnify that they are jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
- 2.2 None other than the Owner have any right, title, interest, claim and/or demand over and in respect of the said property and/or any portion thereof.
- 2.3 The owner further indemnify that the said property is free from all encumbrances, charges, liens, lispendences, attachments, trusts, acquisition, requisitions whatsoever or howsoever.
- 2.4 Owners shall liable to pay G.S.T charges as per provision for their respective unit.

## ARTICLE - III - DEVELOPER'S RIGHTS

- 3.1 The Owner hereby grant exclusive right to the Developer to build upon and to exploit commercially the said property and construct thereon the said building in accordance with the building Plans to be duly sanctioned by the concerned Municipal authorities with or without any amendment and/or modification there to made or caused to be made by the Developer hereto.
- 3.2 The Developer shall be exclusively entitled to sell the Developer's Allocation in the constructed new building after adjusted Flats/Shops Godown . Office and Garage as per clause no. 1.7 as stated above with exclusive right to transfer or otherwise deal or dispose of the same.

- 3.3 The Developer shall have the authority to deal with those properties in terms of the agreement to negotiate with any person or persons or enter into any contract of agreement or borrow money or taking any advance against the entire allocation or acquire right under this agreement.
- 3.4 That the Developer shall carry out the construction work at their own costs in a most skilful manner and shall remain fully liable for all its acts deeds and things whatsoever.
- 3.5 Booking from intending purchaser for the Developer's entire allocation will be taken by the Developer but the agreement with the intending purchaser will be signed in their own name on behalf of the owner as its Constituted Attorney.
- 3.6 On completion of the proposed buildings when the flats are ready for giving possession to the intending purchasers the possession letter will be signed by the Developer as the representative and Power of Attorney holder of the Owner. The Deed of Conveyances will be also signed by the Developer on behalf of and as representative and Power of Attorney holder of the Owner.
- 3.7 All construction cost will be borne by the Developer and no liability on account of construction cost will be charged from owners allocation.
- 3.8 That the Developer have absolute right to amalgamate all the adjacent plots of the Owners in a single holding before the Khardah Municipality of the Schedule property and also have right to amalgamate besides the plots of the schedule property further adjacent plots if it need in future.

#### ARTICLE - IV - CONSIDERATION

4. In consideration of the Owners having agreed to grant the Developer Firm to construct, erect, build and complete the said multi storied building as per the sanctioned plan from the concerned Municipal authorities and handover the said Owners allocation after completion of the said multi storied building and the Developer has agreed to build the said multi storied building at their own cost and expense and the owner shall not be required to contribute towards the construction of the said multi storied building or otherwise subject to the provision that the owners shall not interfere during the development in any manner whatsoever.

#### ARTICLE -V - SPACE ALLOCATION

- 5.1 Owners' and Promoter's / Developer's Allocation is fixed to the extend with Ratio 35: 65. The Owners' 35% constructed area will be adjusted from their respective constructed area of Flats and consideration amount ( after consensus by the both Parties ). Such consideration amount will be finally adjusted after handing over their respective Flat in question followed with their 35% share of constructed area from the new proposed Building.
- 5.2 On completion of the new building according to the sanction building plan the developer shall be entitled to the entire portion of their allocation including the said common service areas and all sorts of easements rights and the proportionate share in the land and the developer shall have every liberty to commercially exploit the same.
- 5.3 Subject as aforesaid the common portion the open spaces of the said building/s shall jointly belong to the developer and its nominee or nominees and the Owners.
- 5.4 All the flats and other areas in the said multi storled building/s (hereinafter referred to as "the Developer's Allocations" shall belong to the Developer and the Developer shall be at liberty to sell transfer or deal with ar dispose of the same in such manner and on such terms and conditions as the Developer may deem fit and proper.

#### ARTICLE -V I- COMMON RESTIRCTION .

The Owners' Allocation in the new Building shall be subject to the same restirction on transfer and use as are applicable to the Developer's Allocation in the said new Building intended for common benefits of all occupiers of the new Building which shall include the following.

- 6.1 All the Parties shall' abide By all laws, bye Laws, rules and regulations of the Government, local bodies and Associations when formed in future as the case may be without invading the rights of the Owners.
- 6.2 The original Agreement, Original Title Deed and all other necessary documents and permission in original from different propert Authrity. Original Sanction Plan, original Tax receits etc. in respect of the said property shall be kept at the Office of the Developer for the inspection of the intending purchasers subject to the agree all original deeds and documents are to be treated as the property of the Flat Owners' Association and and duly hand over the same by the Developer to the Owners after completion of the sell of the Developer's Allocation and formed the said Flat Owens' Association.

#### ARTICLE - VII - BUILDING

- 7.1 The Developer shall at its costs construct, erect and complete the buildings at the said property in accordance with the sanction plan with good and standard quality (as per i.S. Standard) materials as may be specified by the Architects from time to time.
- 7.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials shall be final and binding between the parties hereto.
- 7.3 The Developer Firm shall be authorized in the name of the Owners in so far as it is necessary to apply for and obtain quotas entitlements and other allocations for cement, steel, bricks and other building materials allocable to the Owners for the construction of the buildings and to similarly authorized to apply far obtaining temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the new building/s and other inputs and facilities required and or available for the construction or enjoyment of the buildings for which purpose the Owners shall execute, in favour of the Developer Firm, a Power of Attorney and other authorities as shall be required by the Developer Firm.

- 7.4. The Developer Firm shall at their own cost and expenses and without creating any financial or other liability on the Owners, construct and complete the said building comprising of various flats and/or apartments therein in accordance with the sanction plan and any amendment thereto or modification thereof caused to be made by the Developer Firm.
- 7.5 All costs charges and expenses including Architect's fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context.
- 7.6 The Developer Firm shall decide the name of the Building /Complex.

## ARTICLE - VIII PRE COMENCEMENT AND CONSTRUCTION COMPLETION

- 8.1 Pre- commencement period starts from the date of signing and registering the Development Agreement and execution and registration of the Power of Attorney by the Owners in favour of the Developer. All expenses related to such execution and registration of Agreements and Power of Attorneys would be borne by the Developer.
- 8.2 That either from the date of obtaining sanctioned Building Plan and or from the date of demolishing the existing structure whichever in later since from such date (subject to force majeure conditions) require 30 ( Thirty) months to complete the Owners' Allocation and hand over the possession after obtaining the Completion Certificate or Partial Completion Certificate from the competent authority. Some works relating to common areas and infrastructure facilities may, however, continue for some time but the Developer guarantees that the Owners will not be deprived of their right to enjoy the common facilities without any inconveniences to be faced by them.
- 8.3 Once the sanction of the building plan is obtained from the appropriate authority, the Developer shall start construction activity immediately and the Owner will not raise any objection thereto as the time is the essence of the Said Project.

8.4 Once the construction activities get started, no question of withdrawal of Agreements or revocation of Power of Attorneys shall arise from either side of Owner or the Developer and all conditions of this Agreement shall prevail.

#### ARTICLE - IX - COMMON EXPENSES

The Owner shall pay and bear all property tax and other dues and outgoings in respect of the entire property accruing due till the date of handing over vacant possession by the Owners to the Developer Firm.

#### ARTICLE -X - OWNERS' OBLIGATIONS

- 10.1 The Owners shall hand over the vacant possession of the entire said property to the Developer simultaneously with the execution of these presents for construction of the building/s on the said property in terms of this Agreement.
- 10.2 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction and completion of the said building at the said property by the Developer.
- 10.3 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be restrained from selling, assigning and/or disposing of any of the Developer's allocation in the building at the said property.
- 10.4 The Owners shall authorize the Developer to mortgage the property for raising necessary funds/finance from the FIs' and/or Bank or Banks or Body-Corporate as and when it would be required, save & except mortgaging the owners share in the project & on the indemnification of the Owners that any liability on the aspects of financial nature shall be fully & satisfactorily borne by the said developer only without encumbering title, interest etc. of the owners share in the said project.

- 10.5 The Owners shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.
- 10.6 The Owners hereby agree and undertake that the owners shall cause to join as such party or parties in the Deed of Conveyance as Vendor or Confirming Parties so as to transfer to the Developer its allocation to the intending purchasers if felt required by the Developer Company.
- 10.7 The Owners shall grant in favour of the Developer or its nominee or nominees, a Development Power of Attorney and such Development Power of Attorney shall remain irrevocable to enable the Developer towards implementing the envisaged development expeditiously.
- 10.8 On the date of execution and registration of Development Agreement the Owners shall Handover the Original Title Deeds and Certified Copy of Judgement and Order relating to the Title Suit to the Schedule Property as stated in the written below and its allied documents to the Developer and after formed the Association/ Society / Committee of the proposed Building such original documents will be returned back to the Owners and once the said registration will execute no prior permission is required to proceed for Development and construction work from the Owners and after handed over the peaceful possession of the land of the Owners unto the Developer no further maintanance will pay by the Owners.

#### ARTICLE - XI - DEVELOPERS' OBLIGATION

- 11.1 The Developer shall conceptualize planning, designing and implementing the project construction at the said property in accordance with the said sanction plan and the specification/s mentioned in the Schedule written hereunder and with standard materials with intent that the said building will be a decent residential building at its own costs.
- 11.2 The Developer hereby agrees and covenants with Owner to complete the construction of the said new buildings within 30 (Thirty) months from the

date of starting of construction which may extend to another 6 (six) months for reasons beyond the Developer's control.

11.3 That Developer shall submit the proposed Building Plan before the Authority concern within 02 months from the date of execution of these presents.

#### ARTICLE -XII - DEVELOPER'S INDEMNITY

12. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said property.

#### ARTICLE -XIII- MISCELLANEOUS

13. The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership.

#### First Schedule referred to as Said Premises

ALL. THAT PIECE AND PARCEL of Undivided homestead Bastu land measuring more or less 9 Cattahs 12 Chhitales 29.5 Square feet Togwtherwith undivided old dilapidated Pucca structure measuring more or less 715 Square feet and Kacca Structure measuring more or less 280 out of the total Bastu land measuring more or less 19 Cotthas 09 Chhitales 14 Square feet togetherwith old dilapidated one storeyed pucca structure measuring more or less 1430 Square feet and Kacca Structure measuring more or less 1430 Square feet and Kacca Structure measuring more or less 560 Square feet lying and situated on the Premises at Holding no. – 5/516. Old Calcutta Road, P.O. – Kalyannagar, Via Panshila , within the Jurisdiction of Khardah Municipality , Ward no. – 7, comprised and contained in L.R. Dag TL. No. – 25 nos. –1150, L.R. Khatian no. –285 , under Mouza – Kerulia, District North 24 Parganas, within the Office of A.D.S.R. Office at Sodepur , butted and bounded the entire land as follows:

Leems south

On the North :

Kalyannagar Girl' School & Mira Baneriee

On the South

Property of Jyotiprova Deb Property of Jyotiprova Deb

On the East

30ft wide Old Calcutta Road

#### Second Schedule Referred to as Owners' Allocation

OWNERS' ALLOCATION (SHARE): The Owners jointly shall entitle to get 35% thirty five percent constructed areas from the entire newly proposed building which will construct according to the sanctioned Building Plan and this 35% will be adjusted from their respective construted area of Flats and consideration amount. Such consideration amount will be finally settled and adjusted at the time of handing over their respective Flat in question followed with their 35% share of constructed area. No additional consideration amout will pay by the Developer to the Owners besides 35% thirty five percent i.e. Owners' Allocation.

The constructed Areas comprising with Flats & Godown will be allotted by the manners as follows.

<u>SMT ANIMA DAS</u> ----- One complete residential Flat vide no. - G, on the Second Floor, measuring more or less 916 square feet constructed area ( covered area + stair + corridor).

SRI SHANKAR DUTTA ----- Two complete residential Flats i) vide no. -"I" on the 4<sup>th</sup> Floor, measuring more or less 1131 Sqft constructed area ( covered area + stair + corridor ). And ii) Vide no.- "H", on the 3<sup>rd</sup> Floor, measuring more or less 773 Sqft constructed area ( covered area + stair + corridor )

SRI NANDA LAL DUTTA - Three (3) following complete residential Flats
& One Godown

- Flat vide no. "I" on the 1<sup>st</sup> Floor, measuring more or less 1131 square feet constructed area ( covered area + stair + corridor )
- ii) Flat vide no. H , on the First Floor , measuring more or less 773 square feet constructed area ( covered area + stair + corridor )
- iii) Flat vide Flat no. G. on the t<sup>st</sup> Floor measuring more or less **936** square feet constructed area (covered area \* stair + corridor ) AND

Leems south

On the North

Kalyannagar Girl' School & Mira Banerjee

On the South :

Property of Jyotiprova Deb Property of Jyotiprova Deb

On the West:

30ft wide Old Calcutta Road

### Second Schedule Referred to as Owners' Allocation

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SMT ANIMA DAS ----- One complete residential Flat vide no. - G, on the Second Floor, measuring more or less 916 square feet constructed area ( covered area + stair + corridor).

SRI SHANKAR DUTTA ----- Two complete residential Flats () "vide no. –"I" on the 4<sup>th</sup> Floor, measuring more or less 1131 Saft constructed area ( covered area + stair + corridor ). And ii) Vide no.- "H", on the 3<sup>rd</sup> Floor, measuring more or less 773 Saft constructed area ( covered area + stair + corridor )

<u>SRI NANDA LAL DUTTA</u> - Three (3) followig complete residential Flats & One Godown

- Flat vide no. "I" on the 1<sup>st</sup> Floor, measuring more or less 1131 square feet constructed area ( covered area + stair + corridor )
- ii) Flat vide no. H , on the First Floor , measuring more or less 773 square feet constructed area ( cavered area + stair + carridor )
- iii) Flat vide Flat no. G. on the 1<sup>st</sup> Floor measuring more or less **936** square feet constructed area ( covered area + stair + corridor ) AND

One Godown vide no. – 1, on the ground floor, measuring more or less
 200 Saft construted area.

The entire constructerd area of the Owner Sri Nandalal Dutta would be calculated and or adjusted from his proportionate 35% share of the constructed areas followd by Owners' Allocation.

SRI GOUTAM DUTTA ---- One complete residential Flat vide no. – "F", on the 1<sup>st</sup> Floor, measuring more or less 916 square feet constructed area (covered area + stair + corridor).

SMT ASHIMA DUTTA SAHA -----One complete residential Flat vide no. – "E"
, on the 1" Floor, measuring more or less 936 square feet constructed area (
covered area + stair + corridor).

SMT SEEMA DUTTA ----- One complete residential Flat vide no. - E, on the Third Floor, measuring more or less 936 square feet constructed area (covered area + stair + corridor).

The Developer will pay an adjustable consideration amount of Rs. 20, OO,OOO/- (Rupees Twenty Lacs) only to the Owners namely 1) Smt. Anima Das, 2) Sri Goutam, Dutta, 3) Smt. Ashima Dutta Saha and 4) Smt. Seema Dutta (each owners shall get Rs. 5,00,000/-) and an adjustable consideration amount of Rs. 1,00,000/- (Rupees One Lac.) to Sri Nandalal Dutta and Sri Shankar Dutta will not get any adjustable consideration amount. And the entire above amount will be paid by the manners as follows:

- a) On the date of Registration of these presents the Developer shall pay Rs. 1,00,000/- (Rupees One Lac ) to 1) Smt. Anima Das. 2) Sri Goutam. Dutta . 3) Smt. Ashima Dutta Saha .4) Smt. Seema Dutta and 5) Sri Nandalai Dutta on the date of execution of these presents.
- b) The Owners namely 1) 5mt. Anima Das, 2) Sri Goutam, Dutta, 3) 5mt. Ashima Dutta Saha and 4) 5mt. Seema Dutta shall each get Balance amount Rs. 4,00,000/- (Rupees Four Lacs) immediate after sanction the Building Plan.

It is also agreed by and between the Parties hereto that in future if it will be found the total constructed area of the above Flats of the Owners is more than their allocation followed by 35 %, then the Owners shall adjust such execess constructed area by making payment over such execess constructed area @ Rs. 2,200/- rupees two thousand two hundred only per sq. feet to the Developer similarly Developer also pay the consideration amount in the same rate to the Owners upon the remaining areas whatsoever shall due followed by 35% as Owners' Aliocation after delivered the above Flats to the Owners.

V) The above allocation/s (hereinafter referred to as the "Owners' Allocation") are fixed, deemed final and free of cost. No further claim, whatsoever in nature, will be entertained in the future in the Finished Project under the clause Owner's Allocation. The segregation of Owners' Allocation as mentioned herein above does not construe the Partition of property amongst the Owners.

## Third Schedule Referred to as Developer's Allocation

Besides the Owners' Allocation as stated in clause 1.7 all the remaining balance constructed spaces / areas together with common space, after allocating the Owners' Share, under this agreement in the project to be developed by the Developer Firm on the said land, will be in absolute control of the Developer which they can sale to anybody at any price to be determined by the Developer Firm. None of the Owner shall have any right or claim over any part of the area under the Developer's Allocation including those reserved by the developer for their own use for any purpose excluding the roof area/s of the building(s) under the entire project.

## Fourth Schedule Specification of Building With Flats

Building And Wall :-

RCC Super structure with Grade-1 quality materials, local brick field's bricks.

External wall

 8° inch thickness brick wall , plaster with cement mortar.

#### Page 26 of 33

	Kitchen	*	Cooking Platform black 3' height glazed tiles platform, finished with !
Ž,	Doors	*	All doors will be flash of and all frames Malayar Bathroom) .
2	Windows	3*.	Aluminum sliding and will be provided with
eimasse	Water Supply	t	According to the supply
	Plumbing		Toilet conceal type with shower, one point fittings are standard au
	Varandah,	1*	Grill/ brick will be provi height
	Electricity.	100	Full concealed wiring .
Ž		*	Bedroom – Two light amp. Plug point , exhaust fan point. One
100			Living - Dinning - Two fan point and One 5 a one point for calling B
			Market Contract C

Internal Wall

Flooring

Tollet

5" inch thickness and plaster with cement mortar for common wall & inside partition wall 3"/5" Inch thickness with cement mortar.

All floors finished with Floor Tiles 16" x 16", except Toilet and Kitchen

Bathroom fitted upto 6' height glazed tiles of standard brand. Tollet of Indian /commodes type, standard P.V.C. cistern . Floor finished with Floor Marble . All fittings are in standard type one wash hand basin is in dinning space of each Flat & one Hand shower

hstone and Steel sink , standard above the Marble floor.

door, Bathroom P.V.C. sia Sal wood (except

for openable window black glass fitted.

y of Municipal water h two bibcock, one flush tank, all for

uality

rided upto 2'6" feet

point , One fan, One 5 Toilet - One light, One A/c point

light points, one / two amp. Cum 15 Amps. plug Bell

Kitchen - One light, One exhaust fan, One 15 Amps, Plug point, Vorandah - One light point, one point for water purifier .

Toilet - One light point & one exhaust point One light point at main Entrance, one Gezer point on each toilet

Seme Butto.

Walls

nside wall of the Flat will be finished with

plaster of parish and external wall with

super snowcem or equivalent.

Painting

All doors and windows frame and grill painted with, two codes primer & painting finish.

Fittings

One Collapsible Get will be provided for each

Flat on the Main Entrance Gate.

Extra Work

Any work other than specified above would be extra work for which separate payment required

to be paid by Owners accordingly.

## Fifth Schedule above referred to Common Areas and Facilities for the Flat

- The foundation , columns, beams, supports . Path and Passages for free earess and ingress leading to the said Unit.
- Water Pump its Mator, Water Tanks, Water Pipes and other Plumbing installations.
- Over head & Underground Water Reservoir , Electric Meter room / space If any.
- Drainage sewers and rain water pipes. Drainage and sewerage evacuation pipes from the Units to the Municipal Drainage
- Such other common parts, areas, equipments installations, fixtures fittings, in or about the said building as are necessary including the common areas.
- Stair and all its landings, Top floor roof, Lift

#### Sixth Schedule above referred to Maintenance for the Flat Owners

- All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating and rebuilding, reconstructing, lighting the common portions and the common areas of the proposed building including the outer walls.
- All charges, deposits for supplies of the common utilities to the coowners in common.
- Costs/expenses of constitutions and operation of the association.
- Cost of running, maintenance, repairs and replacements of pumps,
   its motor, Lift and other as used as commonly.
- Electricity charges for electrical energy consumed for the operation of the common services including water pumps and Lift e.tc.

### Seventh Schedule Common Easement Right

The Owners shall allow to each other and the association upon its formation and taking over maintenance and management of the Building the following rights easements quasi easement privileges and or appurtances.

- The Owners with the Other CO- owners of the different flats shall use the said general common areas and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other flat owners.
- The right of passage in all the common portions.

- 3) The right of passage of utilization including connection for telephone, television, pipes etc. through each and every part of the Building to the said Flat.
- Right of support shelter and protection each portion of the building by the Owners.
- 5) Such right support easement and appurtances and as are usually held used occupied or enjoyed as part or parcel of the said Flat.
- Subject to the provision contained in this deed including the schedule and subject to the provision of Law for the time being in force the Owners shall be entitled to exclusive ownership possession and enjoyment of the said Flats with other rights attached hereto hereby conveyed tighter with all the benefit and facilities as herein specifically provided with all benefit and facilities as herein specifically provided and it shall be heritable and transferable.
- The Owners have examined the facilities, fittings and fixtures provided in the building including the said flat and has fully satisfied himself with regard thereto and the nature, scope and extent of the benefits rights interest provided to the OWNER and shall no any claim or demand whatsoever against the DEVELOPER.

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

Signed and delivered by the Owners

At Kolkata

In the presence of:

Debougeti Das 61, TILTALA ROAD KOLKATA - HODOLIG

1. Anianalas

2. Smanlfoz Queta.

3. nandald Duth

4. Gent on Delba

5. Ashina solla saha

5. Leema sutta.

Signed and delivered by the Developer Pianeer Associates By their Partners

At Kolkata

in the presence of:

Francis Gulm

Drafted by

Tapas Chanda

Advocate

Sealdah Civil Court

Kalkata - 700 014

Enrolment no. - WB/731/1992

## MEMO OF CONSIDERATION

I , 5mt. Anima Das Received from the within named developer the Sum of Rs. 1,00,000/- ( Rupees One Lac ) only. as per memo of consideration mentioned below.

by it

Cheque vide no. - 000961, dt. 09.4.2019

B.O.B. Sodepur

Rs. 90,000/-

Cheque vide no. - 000962, dt. 09.4.2019

B.O.B. Sodepur

10,000/-

Total Rs. 1,00,000/-

( Rupees One Lacs ) only Signed and delivered by the Owners Smt. Anima Das In the presence of CA, TILTALA ROAD KOLKATA - 700046

Aniona Do

1 , Smt. Ashima Dutta Sasha Received from the within named developer the Sum of Rs. 1,00,000/- ('Rupees One Lac') only, as per memo of consideration mentioned below.

bu :- '

Cheque vide no. - 000963, dt. 09.4.2019

B.O.B. Sodepur

90,000/-

Cheque vide no. - 000964, dt. 09.4.2019

Rs. 10, 000/-

B.O.B. Sodepur

Total Rs. 1,00,000/-

( Rupees One Lacs ) only

Signed and delivered by the Owners 5mt. Ashima Dutta In the presence of

Cobajyoli Des

KOLKATA- 400046

Ashima setta sala

## MEMO OF CONSIDERATION

I , Sri Nandalal Dutta Received from the within named developer the Sum of Rs. 1,00,000/- ( Rupees One Lac ) only, as per memo of consideration mentioned below.

by :- "

Cheque vide no. - 000969, dt. 09.4.2019

B.O.B. Sodepur

Rs. 90,000/-

Cheque vide no. - 000970, dt. 09.4.2019

B.O.B. Sodepur

10,000/-

Total Rs. 1,00,000/-

( Rupees One Lacs ) only

Signed and delivered by the Owners Sri Nandalal Dutta In the presence of

6 A TILIMA ROAD

KOLKATA - 7000-16

namodald Duffer

I , Sri Goutam Dutta Received from the within named developer the Sum of Rs. 1,00,000/- ( Rupees One Lac ) only, as per memo of consideration mentioned below.

by it

Cheque vide no. - 000971, dt. 09.4.2019

B.O.B. Sodepur

90,000/-

Cheque vide no. - 000972, dt. 09.4.2019

B.O.B. Sodepur

10,000/-

Total Rs. 1,00,000/-

( Rupees One Lacs ) only

Signed and delivered by the Owners Sri Goutam Dutta In the presence of Detayyoti Des.

6A, TILTHUR ROAD

KALKATA - 70004L

## MEMO OF CONSIDERATION

1, 5mt. Seema Dutta Received from the within named developer the Sum of Rs. 1,00,000/- ( Rupees One Lac ) only, as per memo of consideration mentioned below.

by := "

Cheque vide no. - 000965, dt. 09.4.2019

B.O.B. Sodepur

Cheque vide no. - 000966, dt. 09.4.2019

B.O.B. Sodepur

Rs. 90, 000/-

Rs. 10, 000/-

Luner Duty.

Total Rs. 1,00,000/-

( Rupees One Lacs ) only

Signed and delivered by the Owners Smt. Seema Dutta In the presence of

1. Detojijati Das 6A, TILIALA ROMO KOLKATA- FORDYL

# IN THE OFFICE OF THE A.D.S.R. AT SODEPUR

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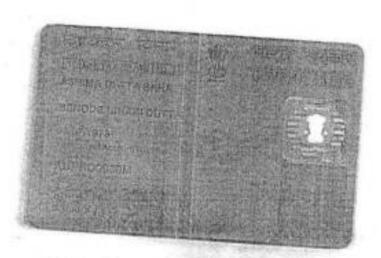
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In case this card is loan/found, kindly informires ore in the lessing authority: Jaint Commissioner of Income-tas(Systams & Technical).

p-7. Chowringhes Square, Calcutts- 700 669.



Ashima Alta saka

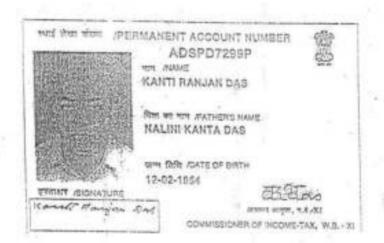


Leura & Utta



## PIONEER ASSOCIATES

Paraner



Karli Ranjan Das.

इस कार्ड हैं को / पित जाने पर कृष्ण जारी करने याने स्टिकारी को सूचित / बावत कर हैं संपुक्त आयकर आयुक्त पूर्व कर्तगीड़ी), पी-7, बीरंगी कार्यापर, संस्था कर्यापर,

In case this cord is instituted, kindly informireters to the insuing authority; Joint Commissioner of Income-lax(Systems & Technical), P-7, Chowringhee Square, Calcutta-700 267,



NARAYAN DAS

AGAPD0725H

विश्वतिक के वार्ष / को ना हुएस सुवित औ / सीकर्त : Colleged & and / and or prove after and / anterior and in the state area, we can all the state of the state area at the state of the st

### Govt. of West Bengal Directorate of Registration & Stamp Revenue

e-Challan

GRN:

19-201920-000508730-1

Payment Mode Online Payment

GRN Date: 12/04/2019 13:53:33

Bank:

Bank of Boroda

BRN:

109735049

BRN Date: 12/04/2019 13:55:00

DEPOSITOR'S DETAILS

ld No.: 15240000550980/6/2019

Query No Query Year)

Name:

ANIMA DAS

Mobile No.:

+91 8335002655

E-mail:

Address:

6A TILJALA ROAD PS TILJALA 24PGSS

Applicant Name :

Mr Anima Das

Office Name:

Contact No.:

Office Address :

Status of Depositor:

Seller/Executants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 6

PAYMENT DETAILS

SIL Identification Head of A/C Head of A/C Amount[ 2] No. No. Description 15240000950980/6/2018 Properly Registration-Stamp duty 0030-02-103-003-02 35021 15240000550980/0/2019 Property Registration-Registration 0030-03-154-001-16 5021

Total

40042

In Words -

Ruppes Forty Thousand Party Two gnly

### Major Information of the Deed

	1-1524-02090/2019	Date of Registration 17/04/2019		
Deed No :	Control of the second of the s	Office where deed is registered		
Query No / Year	1524-0000550980/2019	A.D.S.R. SODEPUR, District North 24-Pargana		
ery Date 03/04/2019 12:57:08 PM		A.D.S.R. GODE T.		
Applicant Name, Address & Other Details	Anima Das 6A Tiljala Road, Gobinda Khatick	Road, Thana: Tiljala, District: South 24-Parganas, 35002655, Status Seller/Executant		
	WEST BENOTE HERE	Additional Transaction		
Transaction [0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
	CONTROL DE LEGICION DE LA CONTROL DE LA CONT	Market Value		
Set Forth value	Water to the same of the same	Rs. 2,02,02,191/-		
	Andrew Control of the Section of the	Registration Fee Paid		
Stampduty Paid(SD)		Rs. 5.021/- (Article:E, E, B)		
Rs. 40,021/- (Article:48(g))		) from the applicant for issuing the assement slip.(Urb		
Remarks	Received Rs. 50/- ( FIFTY onl) area)	/ ) traditions abhitment on agency		

### Land Details :

District: North 24-Parganas, P.S.- Khardaha, Municipality: KHARDAH, Road: Old Galcutta Road, Mouza: Keruliya, Ward No: 7, Holding No: 5/516 Pin Code : 700117

Ward	No: 7, Holdin	Khatian	Land	Use	Area of Land	SetForth Value (In Rs.)	Market Value (in Rs.)	Other Details
No	Number	Number	Proposed	The state of the s	The state of the s		1.95.81.941/-	Width of Approach
L1	LR-1150	LR-285	Bastu	Bastu	9 Katha 12 Chatak 29.5 Sq Ft			Road: 30 Ft., Adjacent to Metal Road,
						0 /-	195,81,941 /-	
	Grand	Total:			16.1551Dec	07-	199,01,011	

Sch	Structure	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
No	Details	5,000	5,36,250/-	Structure Type: Structure	
S1	On Land L1	715 Sq Ft.			
	Color - Carlotte Color Color Color	THE DO ES D	Decidential Use. Co	mented Floor, A	be of Structure, o real, noon 178-
	Gr. Floor, Area of Pucca, Extent of C	floor: 715 Sq Ft.,F Completion: Comp	Residential Use, Ce lete		ge of Structure: 0Year, Roof Type
S2	Gr. Floor, Area of Pucca, Extent of C	floor: 715 Sq Ft.F Completion: Comp 280 Sq Ft.	Residential Use, Ce lete 0/-	84,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 280 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

			The state of the second second second
 Total:	995 sq ft	0 /-	6,20,250 /-
C-C-C-RET - 1	The second secon	_	



#### Land Lord Details:

Name, Address, Photo, Finger print and Signature Signature No Finger Print Photo Name 1 Smt Anima Das Wife of Shri Prakash Das Executed by: Self, Date of Birmort Execution: 17/04/2019 , Admitted by: Self, Date of Admission: 17/04/2019 ,Place : Office 17/04/2019 17/04/2019

6A Tiljala Road, Gobinda Khatick Road, P.O:- Tiljala, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AQYPD5492P, Status :Individual, Executed by: Self, Date of Execution:

, Admitted by: Self, Date of Admission: 17/04/2019 ,Place : Office

	Admitted by: Self, Date of	TO THE STATE OF TH	array of The left	Signature
2	Name	Photo	Finger Print	
2	Shri Shankar Dutta Son of Late Benod Behari Dutta Executed by: Self, Date of Execution: 17/04/2019 , Admitted by: Self, Date of Admission: 17/04/2019 ,Place			Sharper Quille
	: Office	(7/64/2011)	LTI 17194/2019	:-Kolkata, West Bengal, India, PIN -

5 No Palmar Bazar Road, P.O:- Tangra, P.S:- Entaly, District:-Kolkata, West Bengal, India, PIN -700015 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACSPD3952E, Status :Individual, Executed by: Self, Date of Execution: 17/04/2019 , Admitted by: Self, Date of Admission: 17/04/2019 ,Place: Office

	Admitted by: Self, Date of	MOTHIDOTOTIC TO	er Delet	Signature
2	Name	Photo	Finger Print	E Y UI - D OF A CP C. R. S. C.
3	Shri Nandalal Dutta Son of Late Benod Behari Dutta Executed by: Self, Date of Execution: 17/04/2019 , Admitted by: Self, Date of Admission: 17/04/2019 ,Place			Randald Dullin
	: Office	17/04/2015	LTI 17/04/2019	17/06/2015
1			College PO:-	Park Street, P.S:- Park Street, District:-

8/1 Sukur Sarkar Lane, Beside Mouiana Azad College, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEJPD2853B, Status :Individual, Executed by: Self, Date of Execution: 17/04/2019

Admitted by: Self, Date of Admission: 17/04/2019 ,Place: Office



Photo Finger Print Name Shri Goutam Dutta (Presentant) Son of Late Benod Behari Dutta Executed by: Self, Date of Execution: 17/04/2019 , Admitted by: Self, Date of Admission: 17/04/2019 ,Place : Office 17/54/2019 17/04/2015

66 Harinath Sen Road, Purbapara, Baba Thakurtala, P.O:- Barasat, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEYPD6971M, Status :Individual, Executed by: Self, Date of Execution: 17/04/2019

, Admitted by: Self, Date of Admission: 17/04/2019 ,Place: Office

Signature Photo Finger Print Name Smt Ashima Dutta Saha Alline setta Seta Wife of Shri Goutam Saha Executed by: Self, Date of Execution: 17/04/2019 . Admitted by: Self, Date of Admission: 17/04/2019 ,Place : Office 17/04/2019 17/04/2019

Coilin Street, P.O:- New Market, P.S:- New Market, District:-Kolkata, West Bengal, India, PIN -700016 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AUPPD0966M, Status :Individual, Executed by: Self, Date of Execution: 17/04/2019 , Admitted by: Self, Date of Admission: 17/04/2019 ,Place: Office

Finger Print Photo Name Smt Seema Dutta Wife of Shri Arjun Nath Suma Dutta Executed by: Self, Date of Execution: 17/04/2019 . Admitted by: Self, Date of Admission: 17/04/2019 Place : Office 17/04/2019

8/1 Sukur Sarkar Lane, Beside Moulana Azad College, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AHNPD2961R, Status :Individual, Executed by: Self, Date of Execution:

, Admitted by: Self, Date of Admission: 17/04/2019 ,Place: Office

Developer Details:

No

Name, Address, Photo, Finger print and Signature

Pioneer Associates

Khardah 12A/1/35, Khardah Station Road, P.O.- Khardah, P.S.- Khardahar Bistrict, North A Parganas, West Bengal, India, PIN - 700117, PAN No.:: AAMFP7725R, Status : Organization, Executed by Representative

#### Representative Details:

1 4656	Name	Photo	Finger Print	Signature
Shri Kanti Ranjan Das Son of Late Nalini Kanta Das Date of Execution - 17/04/2019, Admitted by: Self, Date of Admission: 17/04/2019, Place of Admission of Execution: Office			Kunt Kanjan 88	
	ission of Execution: Office	Apr 17 2019 12:90PM	LTI 17/54/2019	17/54/2019
14 61	la Supragan Nagar P.O. K	(hardah, P.SKh	ardaha, District -	North 24-Parganas, west bengal, inc
	u - 700117, Sex: Male, By ( SPD7299P Status : Repre	sentative, Repres		North 24-Parganas, West Bengar, Ind as, Citizen of: India, , PAN No.:: neer Associates (as partner) Signature
AD 2	u - 700117, Sex: Male, By ( SPD7299P Status : Repre Name		entative of : Pior	iggi maddoletes fee bened
PIN AD 2 Sh Soi Da Da 17, Sei 17	N - 700117, Sex: Male, By ( SPD7299P Status : Repres Name Iri Gopal Das n of Late Narayan Chandra	Photo	entative of : Pior	neer Associates (as partner)

Apr 57 2019 12:30098

#### Identifier Details :

Name Name	Photo	Finger Print	Signature
Shri Sandip Das Son of Shri Dilip Das R K Pally, P O:- Panihati, P.S Khardaha. Panihati, DistrictNorth 24-Parganas, West Bengal, India, PIN - 700114			Small & DAP
	17/04/2019	12642019	17/04/2019

Kiranalay, Sasadhar Tarafdar Road, P.O:- Sukchar, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGAPD0725H Status: Representative, Representative of: Pioneer Associates (as partner)

Identifier Of Smt Anima Das, Shri Shankar Dutta, Shri Nandalal Dutta, Shri Goutam Dutta, Smt Ashima Dutta Saha, Smt Seema Dutta, Shri Kanti Ranjan Das, Shri Gopal Das



Transf	er of property for L1		
COLUMN TO SERVICE	From	To. with area (Name-Area)	
1	Smt Anima Das	Pioneer Associates-2,69252 Dec	
2	Shri Shankar Dutta	Pioneer Associates-2.69252 Dec	
3	Shri Nandalal Dutta	Pioneer Associates-2 69252 Dec	
4	Shri Goutam Dutta	Pioneer Associates-2.69252 Dec	
5	Smt Ashima Dutta Saha	Pioneer Associates-2.69252 Dec	
6	Smt Seema Dutta	Pioneer Associates-2.59252 Dec	
-	fer of property for S1	大型 2012 12 10 10 10 10 10 10 10 10 10 10 10 10 10	THE RESERVE OF THE PARTY OF THE
100000000000000000000000000000000000000	From	To, with area (Name-Area)	
1	Smt Anima Das	Pioneer Associates-70.83333300 Sq Ft	
2	Shri Shankar Dutta	Pioneer Associates-70.83333300 Sq Ft	
3	Shri Nandalal Dutta	Pioneer Associates-70.83333300 Sq Ft	
4	Shri Goutam Dutta	Pioneer Associates-70.83333300 Sq Ft	
5	Smt Ashima Dutta Saha	Pioneer Associates-70.83333300 Sq Ft	
6	Smt Seema Dutta	Pioneer Associates-70.83333300 Sq Ft	
_	fer of property for S2		
-	From	To. with area (Name-Area)	
1	Smt Anima Das	Pioneer Associates-46,66666667 Sq Ft	
2	Shri Shankar Dutta	Pioneer Associates-46.6666667 Sq Ft	
3	Shri Nandalal Dutta	Pioneer Associates-46.66666667 Sq Ft	
4	Shri Goutam Dutta	Pioneer Associates-45.66666667 Sq Ft	
5	Smt Ashima Dutta Saha	Pioneer Associates-45,66666667 Sq Ft	
6	Smt Seema Dutta	Pioneer Associates-45.68666667 Sq Ft	

### Land Details as per Land Record

District: North 24-Parganas, P.S.- Khardaha, Municipality: KHARDAH, Road: Old Calcutta Road, Mouza: Keruliya, Ward No: 7, Holding No:5/516 Pin Code: 700117

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
No L1	LR Plot No 1150, LR Khatian No:- 285	Owner চারাবালা দর ., Gurdien বিৰোগ বিহারী দত, Address নিজ , Classification বাস্ত, Area 0 16000000 Acre,	Smt Anima Das

Endorsement For Deed Number: I - 152402090 / 2019



09-04-2019

ertificate 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 2.02.02.191/-



Indradip Ghosh ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR

North 24-Parganas, West Bengal

On 17-04-2019

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

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

Presentation(Under Section 52 & Rule 22A(3) 48(1),W.B. Registration Rules, 1962)

Presented for registration at 12:10 hrs on 17-04-2019, at the Office of the A.D.S.R. SODEPUR by Shri Goutam Dutta one of the Executants

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

Execution is admitted on 17/04/2019 by 1. Smt Anima Das, Wife of Shri Prakash Das, 6A Tiljala Road, Gobinda Khatick Road, P.O. Tiljala, Thana: Tiljala, South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Hindu, by Profession House wife, 2, Shri Shankar Dutta, Son of Late Benod Behari Dutta, 5 No Palmar Bazar Road, P.O. Tangra, Thana; Entaly, , Kolkata, WEST BENGAL, India, PIN - 700015, by caste Hindu, by Profession Business, 3. Shri Nandalai Dutta, Son of Late Benod Behari Dutta, 8/1 Sukur Sarkar Lane, Beside Moulana Azad College, P.O. Park Street, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, by caste Hindu, by Profession Business, 4. Shri Goutam Dutta, Son of Late Benod Behari Dutta, 66 Harinath Sen Road, Purbapara, Baba Thakurtala, P.O. Barasat, Thana, Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by Profession Business, 5. Smt Ashima Dutta Saha, Wife of Shri Goutam Saha, Collin Street, P.O. New Market, Thana: New Market, , Kolkata, WEST BENGAL, India, PIN - 700016, by caste Hindu, by Profession House wife, 6, Smt Seema Dutta. Wife of Shri Arjun Nath, 8/1 Sukur Sarkar Lane, Beside Moulana Azad College, P.O. Park Street, Thana: Park Street, , Kolkata, WEST BENGAL, India, PIN - 700016, by caste Hindu, by Profession House wife

Indetified by Shri Sandip Das, . . Son of Shri Dilip Das, R K Pally, P.O. Panihati, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by profession Business

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

Execution is admitted on 17-04-2019 by Shri Kanti Ranjan Das, partner, Pioneer Associates (Partnership Firm), Khardah 12A/1/35, Khardah Station Road, P.O.- Khardah, P.S.- Khardaha, District -North 24-Parganas, West Bengal,

Indetified by Shri Sandip Das, . . Son of Shri Dilip Das, R K Pally, P.O. Panihati, Thana: Khardaha, . City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by profession Business

Execution is admitted on 17-04-2019 by Shri Gopal Das, partner, Pioneer Associates (Partnership Firm), Khardah 12A/1/35, Khardah Station Road, P.O.- Khardah, P.S.- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN

Indetified by Shri Sandip Das. . . Son of Shri Dilip Das, R K Paily. P.O. Panihati, Thana: Khardaha, . City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by profession Business



of that required Registration Fees payable for this document is Rs 5,021/- ( B = Rs 5,000/- ,E = Rs 21/- ) and

scription of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/04/2019 1:55PM with Govt. Ref. No. 192019200005087301 on 12-04-2019. Amount Rs. 5,021/-, Bank: Bank of Boroda ( BARBOINDIAE), Ref. No. 109735049 on 12-04-2019, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,021/-

Description of Stamp

2. Stamp: Type: Impressed, Serial no 1719, Amount: Rs.5,000/-, Date of Purchase: 10/04/2019, Vendor name: A

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/04/2019 1:55PM with Govt. Ref. No: 192019200005087301 on 12-04-2019, Amount Rs: 35,021/-, Bank:

Bank of Boroda ( BARBOINDIAE), Ref. No. 109735049 on 12-04-2019, Head of Account 0030-02-103-003-02

Indradip Ghosh ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR North 24-Parganas, West Bengal



enficate of Registration under section 60 and Rule 69.

registered in Book - I

Volume number 1524-2019, Page from 74800 to 74855 being No 152402090 for the year 2019.



8,

Digitally signed by INDRADIP GHOSH Date: 2019.04.22 15:26:14 +05:30 Reason: Digital Signing of Deed.

(Indradip Ghosh) 22-04-2019 15:24:47 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR West Bengal.



(This document is digitally signed.)