

DEVELOPMENT AGREEMENT

Address District Sub-Registras Sodepur, North 24-Parganas

Sabie Ramar Naud

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Additional District Sub-Registrar Sodepur, North 24-Parganas

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BETWEEN

(1) SRI SAMIR KUMAR NANDI, PAN - AKIPN4995P and
(2) SRI SUBIR KUMAR NANDI, PAN - ABOPN8139J, both are sons of Late Jatindra Bikash Nandi, both are by Religion: Hindu, by Nationality: Indian, by Occupation: Retired, both are residing at Madhya Para Road, P.O. - Rahara, P.S. - Khardah, District: North 24 Parganas, Kolkata - 700118, hereinafter called and referred to as the LAND OWNERS (which term or expression shall unless excluded by and repugnant to the subject or context be deemed to mean and include their legal heirs, executors, administrators and/or assigns etc.) of the FIRST PART.

AND

PIONEER ASSOCIATES, PAN - AAMFP7725R, a Partnership firm having its Office at "Shreyasi Apartment" 12A/1/35, Station Road, P.O. & P.S. - Khardah, District - North 24 Parganas, Kolkata - 700117, represented by its Partners namely;

- (1) SRI KANTI RANJAN DAS, PAN ADSPD7299P, son of Late Nalini Kanta Das, by Religion: Hindu, by Nationality: Indian, by Occupation: Business, residing at 1 No. Suryasen Nagar, P.O. & P.S. · Khardah, District - North 24 Parganas, Kolkata - 700117;
- (2) SRI GOPAL DAS, PAN AGAPD0725H, son of Late Narayan Chandra Das, by Religion: Hindu, by Nationality: Indian, by Occupation: Business, residing at "Kironalay", Sasadhar Tarafder Road, P.O. - Sukchar, P.S. - Khardah, District - North 24 Parganas, Kolkata - 700115 and permanent resident of 23, Dr. Gopal Chatterjee Road, P.O. - Sukchar, P.S. - Khardah,

District - North 24 Parganas, Kolkata - 700115, hereinafter called and referred to as the <u>DEVELOPER</u> (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, and/or assigns etc.) of the SECOND PART.

WHEREAS, one Panchanan Bandyopadhyay seized and possessed as an absolute Owner in respect of the Land measuring an area 1.19 Acre, comprised in Dag No. 1094 under Khatian No. 307, and Land measuring .08 Decimals (Satak) comprised in few other Dags, totally Land measuring more or less 1.27 Acre, lying and situated at Mouza : Rahara, J. L. No. 3, R. S. No. 61, Touzi No. 184 -190, within the limits of Khardah Municipality, under P.S. - Khardah, District - 24 Parganas at present North 24 Parganas, Sub-Registry Office Barrackpore at present A.D.S.R. Office Sodepur, and during his peaceful possession and enjoyment of the same said Panchanan Bandyopadhyay sold and transferred a piece of Land under Dag No. 1094, identified as Plot No. 6, measuring 6 Cottahs or in English measurement more or less .10 Decimals (Satak), out of his above said total Property, to Sri Amarendra Nath Bandyopadhyay, by virtue of a registered Deed of Sale, which was registered on 19th February, 1955 at Sub-Registry Office at Barrackpore and recorded therein in Book No. I. Volume No. 38, Pages from 47 to 50, being Deed No. 1904.

AND WHEREAS, after purchasing the above said Property through the said registered Deed of Sale said Sri Amarendra Nath Bandyopadhyay became the absolute owner of the same and during Contd....P/4 his peaceful possession and enjoyment with full right, title and interest of the same said Sri Amarendra Nath Bandyopadhyay sold and transferred the above said Plot of Land identified as Plot No. 6, measuring 6 Cottahs or in English measurement more or less .10 Decimals (Satak), lying at Mouza: Rahara, comprised in Dag No. 1094 under Khatian No. 307, to Sri Subir Kumar Nandi (the Land Owner No.2 herein) and his another brother namely Sri Sisir Kumar Nandi, by dint of a registered Deed of Sale (Bengali Kobala), and the said Deed was registered on 31/01/1969 at Sub-Registry Office, Barrackpore and recorded in Book No. I, Volume No. 7, Pages from 210 to 214, being Deed No. 469 for the year 1969.

AND WHEREAS, by way of purchase the present Land Owner No.2 herein along with his brother said Sri Sisir Kumar Nandi became the Joint Owners in equal measure each having Undivided 1/2 Share of the above said Property, and while so seized and possessed of the said Property as absolute Joint Owners in respect of their Undivided Share, said Sri Sisir Kumar Nandi Gifted his Undivided 1/2 Share i.e. 3 Cottahs or in English measurement more or less .05 Decimals (Satak) of Land together with all easement rights, out of the above said Property, in favour of his another brother Samir Kumar Nandi (the Land Owner No.1 herein), through a registered Deed of Gift (Bengali Dan Patra), and the said Deed was registered on 30/01/1978 at Sub-Registry Office, Barrackpore and recorded in Book No. I, Volume No. 11, Pages from 158 to 160, being Deed No. 376 for the year 1978.

AND WHEREAS, by way of aforesaid registered Deed of Gift the Land Owner No.1 herein Samir Kumar Nandi along with his another brother said Sri Subir Kumar Nandi (the Land Owner No.2 herein) became the Joint Owners of the above said Property each having Undivided 1/2 Share, and during their peaceful possession and enjoyment of the same they recorded their names before the local Khardah Municipality in two separate holdings by amicable settlement vide Holding No. 76/1 and 114/76 respectively and they also recorded their above said Property classified as "BASTU" in their names in the L. R. Settlement Records under L. R. Dag No. 2725, vide L.R. Khatian No. 3224 and L.R. Khatian No. 3350 respectively and constructed Structure over the said Land and jointly possessing and enjoying with full right, title and interest of the same without any disturbance of others.

AND WHEREAS the above named LAND OWNERS of the FIRST PART herein desire to develop their above said Property and for better use and enjoyment of the same they amalgamated their aforesaid two separate holdings being Holding No. 76/1 and 114/76 into a single holding being Holding No. 76/1, and as lawful owners they jointly possessing and enjoying the above said Plot of Land measuring more or less 6 (Six) Cottahs along with Structure thereon, morefully and particularly described in the First Schedule hereunder written, by paying municipal taxes and Govt. rents to the concern authorities with full right, title and interest of the same.

AND WHEREAS, for the purpose of development of the above said Landed Property morefully and particularly

described in the First Schedule hereunder written, the Land Owners of the First Part herein approached the Partners of PIONEER ASSOCIATES, the Developer of the Second Part herein, having agreed mutually for development of the said Landed Property by raising Multi-Storied (G+4) Building thereon, consisting of several Flats, Garages and/or other units at Developer's own costs according to the sanctioned building Plan from the local Khardah Municipality.

AND WHEREAS, the party of the Second Part/Developer herein having immense experience as builder and having financial capability accepted the said offer of the Land Owners for development of the said Land by demolishing the existing Structure thereon and construction of the Multi-Storied Building over the said plot of land as described in the First Schedule written hereunder after having been satisfied as to the right, title and interest of the Land Owners of the First Part, on certain terms and conditions as stipulated hereunder as mutually agreed upon by and between the parties hereto.

AND WHEREAS, for brevity and precision of this agreement following clarifications being a part of the agreement have been made.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties as follows:

ARTICLE - I DEFINITION

1.1 OWNERS SHALL MEAN:

(1) SRI SAMIR KUMAR NANDI and (2) SRI SUBIR KUMAR NANDI, both are sons of Late Jatindra Bikash Nandi, both are resident of Madhya Para Road, P.O. – Rahara, P.S. – Khardah, District North 24 Parganas, Kolkata – 700118, the FIRST PART herein and their heirs, executors, administrators, successors and legal representatives.

1.2 DEVELOPER SHALL MEAN:

PIONEER ASSOCIATES, a Partnership firm having its Office at "Shreyasi Apartment" 12A/1/35, Station Road, P.O. & P.S. - Khardah, District - North 24 Parganas, Kolkata - 700117, represented by its Partners namely (1) SRI KANTI RANJAN DAS, son of Late Nalini Kanta Das and (2) SRI GOPAL DAS, son of Late Narayan Chandra Das, the SECOND PART herein and its heirs, executors, administrators, successors and legal representatives.

- 1.3 TITLE DEED: Shall mean all the documents of the title relating to the said premises or property.
- 1.4 PREMISES OR PROPERTY: Shall mean ALL THAT piece or parcel of "Bastu" Land measuring more or less 6 (Six) Cottahs along with Structure thereon, morefully and particularly described in the FIRST SCHEDULE hereunder written.

- 1.5 BUILDING: Shall mean a Multi-Storied (G+4) Building or Buildings to be constructed on the said Premises as per the sanctioned building Plan which is to be sanctioned by the Khardah Municipality.
- 1.6 COMMON FACILITY: Shall mean and include Corridors, Stairways, Passage, Tube-well, Overhead Water Tank, Water Pump, Motor and common Electric Meter Room, Roof and other facilities, which may be mutually agreed upon by and between the parties and as required for the purpose of establishment, location, enjoyment, provisions, maintenance and management of the said residential complex.
- 1.7 THE ARCHITECT: Shall mean such qualified Architect or Architects who being appointed by the Developer, shall design and plan the building on the said premises and obtain the required sanction for construction of such building from the appropriate authorities.
- 1.8 BUILDING PLAN: Shall mean such Plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Khardah Municipality.
- 1.9 SALEABLE SPACE: Shall mean the space within the building as would be made available as a flat/unit for independent use and occupation after making due provisions for Land Owners' Allocation (40% of the Built Up Area), common facilities and space required thereof.

- 1.5 BUILDING: Shall mean a Multi-Storied (G+4) Building or Buildings to be constructed on the said Premises as per the sanctioned building Plan which is to be sanctioned by the Khardah Municipality.
- 1.6 COMMON FACILITY: Shall mean and include Corridors, Stairways, Passage, Tube-well, Overhead Water Tank, Water Pump, Motor and common Electric Meter Room, Roof and other facilities, which may be mutually agreed upon by and between the parties and as required for the purpose of establishment, location, enjoyment, provisions, maintenance and management of the said residential complex.
- 1.7 THE ARCHITECT: Shall mean such qualified Architect or Architects who being appointed by the Developer, shall design and plan the building on the said premises and obtain the required sanction for construction of such building from the appropriate authorities.
- 1.8 BUILDING PLAN: Shall mean such Plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Khardah Municipality.
- 1.9 SALEABLE SPACE: Shall mean the space within the building as would be made available as a flat/unit for independent use and occupation after making due provisions for Land Owners' Allocation (40% of the Built Up Area), common facilities and space required thereof.

- 1.10. BUILT UP AREA: Shall mean the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit. It is applicable for the individual unit.
- 1.11 SUPER BUILT UP AREA: Shall mean the Built Up Area and common facilities and amenities and other areas for common enjoyment which will be added as floor ratio basis proportionately. Super Built Up Area is 20% more than Built Up Area.
- 1.12 TIME: Shall mean that the Developer shall complete the constructional works of the proposed Multi-Storied (G+4) Building by all means, and handed over the Owners' Allocation within 24 (Twenty Four) Months from the date of handing over the vacate possession of the said Landed Property to the Developer, and due to natural calamity the time shall be extended up to a maximum period of further 6 (six) months.
- 1.13 SPECIFICATION: Shall mean the specification required for the purpose of construction, creation, promotion, building and development of the said Multi-Storied (G+4) building being the part and parcel of the residential/commercial and/or residential-cum-commercial project as morefully and particularly mentioned, described, explained, enumerated

provided and given in the SECOND SCHEDULE hereunder written.

1.14 OWNERS' ALLOCATION shall mean :

The LAND OWNERS herein will get from the Developer 40% (Forty Percent) BUILT UP AREA (Excluding Super Built Up Area) along with common facilities and amenities, out of the total BUILT UP AREA (Excluding Super Built Up Area) of the proposed Multi-Storied (G+4) Building to be constructed over the First Schedule Property, according to the sanctioned Building Plan and as per the Specification mentioned in the Schedule below. And the said 40% (Forty Percent) Built Up Area will be allotted in the following manner:

(i) The Land Owner No.1 herein Sri Samir Kumar Nandi will get 1 (One) residential Flat, being Flat No. B, measuring more or less 970 Sq. Ft. Built Up Area at the Ground Floor, North-East side AND 1 (One) residential Flat, being Flat No. B, measuring more or less 970 Sq. Ft. Built Up Area on the First Floor, North-East side AND 1 (One) residential Flat, being Flat No. C, measuring more or less 735 Sq. Ft. Built Up Area on the First Floor, South-East side, totally the Land Owner No.1 herein SRI SAMIR KUMAR NANDI will get 3 (Three) residential Flats at the proposed Multi-Storied Building, alongwith the Undivided Proportionate Share of Land.

The Land Owner No.2 herein Sri Subir Kumar Nandi will (ii) get 1 (One) residential Flat, being Flat No. A, measuring more or less 675 Sq. Ft. Built Up Area on the Second Floor, North-West side AND 1 (One) residential Flat, being Flat No. B. measuring more or less 970 Sq. Ft. Built Up side AND 1 (One) Area on the Third Floor, North-East residential Flat, being Flat No. C, measuring more or less 735 Sq. Ft. Built Up Area on the Third Floor, South-East side AND 1 (One) residential Flat, being Flat No. D, measuring more or less 690 Sq. Ft. Built Up Area on the Fourth Floor, South-West side, totally Land Owner No.2 herein SRI SUBIR KUMAR NANDI will get 4 (Four) residential Flats at the proposed Multi-Storied Building, alongwith the Undivided Proportionate Share of Land.

It is hereby agreed by and between the Parties herein that the Land Owners will get 40% (Forty Percent) BUILT UP AREA (Excluding Super Built Up Area) along with common facilities and amenities, out of the total BUILT UP AREA (Excluding Super Built Up Area) in form of 7 (Seven) residential Flats, but if the total measurement of said 7 Flats stands more than 40% Built Up Area then the Land Owners will be liable to pay for that Extra Area @ Rs. 2,300/- per Sq. Ft., similarly if the total measurement of said 7 Flats stands less than 40% Built Up Area then the Developer will be liable to pay to the Land Owners for the Rest Area @ Rs. 2,300/- per Sq. Ft. and the said Amount will be paid by the Developer to the Land Owners at the time of handing Contd....P/12

over the possession of the above said Flats to the Land Owners at the proposed Building.

1.15 <u>DEVELOPER'S ALLOCATION</u>: The Developer herein will get 60% (Sixty Percent) BUILT UP AREA (Excluding Super Built Up Area) out of the total BUILT UP AREA (Excluding Super Built Up Area) of the proposed Multi-Storied (G+4) Building to be constructed over the First Schedule Property, according to the sanctioned Building Plan along with the proportionate undivided share in the land comprised in the said premises.

It is also agreed that the calculation of Super Built Up Area will be deemed as exclusion from aforesaid 60% BUILT UP AREA.

Be it mentioned here that the Common Areas will be calculated separately according to 40% and 60% ratio of the respective parties to this Agreement.

SINGULAR number shall include plural numbers and vice versa.

ARTICLE - II COMMENCEMENT

ARTICLE - III LAND OWNERS' RIGHT & REPRESENTATION

- 3.1 POSSESSION: The Land Owners are now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the Developer to develop the said premises.
- 3.2 The said land premises is free from all encumbrances and the Land Owners have marketable title in respect of the said premises.

ARTICLE - IV. DEVELOPER'S RIGHTS

- 4.1 The Land Owners hereby grant permission subject to what have been hereunder provided, exclusive right to the Developer to build and construct Multi-Storied (G+4) building/s upon the said premises of the Land Owners in accordance with the building Plan so to be sanctioned by Khardah Municipality at the costs and expenses of the Developer in the name of the Land Owners with or without any amendment and/or modification to be made or caused to be made thereon by the Developer.
- 4.2 All application, plans and other papers and documents that may be required by the Developer for the purpose of obtaining necessary sanction from the Khardah Municipality shall be prepared and submitted by the

developer on behalf of the Land Owners and the Land Owners shall sign all such plans, application, other papers and documents as and when necessary and all costs and expenses including plan sanctioning costs will be borne by the Developer.

- 4.3 It is made clear that all the Flats and/or other Units, except Owners' Allocation, being the Developer's Allocation in the entire proposed building in all the floors and those will be property of the Developer and if the Developer so desire, the Developer can sell it to the prospective buyers at any consideration or price at the self discretion of the Developer but the Deed of Conveyance of the same will be made only after handing over the possession of Land Owners' Allocation to the Land Owners.
- 4.4 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Land Owners of the said premises or any part thereof to the developer or as creating any right, title or interest in respect. thereof to the Developer other than exclusive licence to the developer to develop the same in terms hereof and to deal with the Developer's Allocation with interest to realize the amount invested with profit from the sell of Developer's Allocation.

4.5 The Developer upon completion of the entire constructional works of the building shall obtain Completion Certificate from appropriate authorities at its own costs and expenses and shall handover the same to the Flat Owners and Land Owners.

ARTICLE - V. CONSIDERATION

- 5.1 The Developer has agreed to built the said proposed Multi Storied (G+4) building on the said premises of the Land Owners exclusively at Developer's own costs and expenses and Land Owners shall not be required to contribute any sum towards the cost of construction of the said building or otherwise.
- 5.2 In consideration of the Land Owners having agreed to grant exclusive right for developing the said premises in addition to the Land Owners' Allocation. The Developer has agreed to make and shall remain bound to make and bear several other necessary expenses as consideration for the purpose of development of the said premises and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows:-
 - (a) Space allocation to the Land Owners.
 - (b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.

- (c) Costs, charges and expenses on account of causing the plan or map prepared and to get the same sanctioned by the Khardah Municipality.
- (d) Costs, Charges and expenses incurred for installation of water supply line, electricity service connection and main meter, sewerage, drainage and other connections including Lift Charges and GST Charges.

If any construction area allotted by the Developer to the Land Owners as per sanction plan, is not done by the Land Owners concern, in that case the omitted area costs will be adjusted or refundable.

ARTICLE - VI, PROCEDURE

6.1 The Land Owners simultaneously with the execution of the present Agreement shall execute a registered Development Power of Attorney in favour of the Developer of the Second Part herein for doing all such necessary acts, deeds and things for development of the said premises of the Land Owners including obtaining the necessary building plan from the Khardah Municipality in the name of the Land Owners and all other necessary permission from different appropriate authorities to complete the constructional works of the proposed Multi-storied building as well as to enter into Agreement for Sale with different prospective purchasers

towards sale of flats and/or other units and also to prepare necessary Deeds of Conveyance/ Sale in respect of Developer's Allocation.

6.2 It is categorically agreed to between the parties hereof that, the developer shall obtain the requisite sanctioned building plan form the authority of the Khardah Municipality and shall complete the entire constructional works of the building within the period of 24 (Twenty Four) Months from the date of handing over the vacate possession of the said Landed Property to the Developer.

ARTICLE - VII, DEALING OF SPACE IN THE BUILDING

- 7.1 The developer shall at its own costs and expenses and without creating any financial or other liability upon the Land Owners construct and complete the said Multistoried building having several self contained Flats/Shop Rooms/ Garages and/or other units in accordance with the sanctioned building plan.
- 7.2 The developer shall on completion of the building put the Land Owners first in undisputed possession of the Land Owners' Allocation to the Land Owners togetherwith the proportionate right of common facilities and amenities to be enjoyed proportionately with other Owners of the flats and only after such delivery of possession of Land Owners' Allocation the developer will be entitled to make

registration of Developer's Allocation in favour of prospective purchasers.

7.3 The Developer being the party of the Second Part shall be liberty with exclusive right and authority to negotiate for the sale of flats, garages and/or other units togetherwith proportionate share of land excluding the space provided under Land Owners' Allocation so mentioned hereinbefore of the said proposed building. It is clearly agreed and declared by the parties herein that the consideration money for such transfer as aforesaid including earnest money or initial payments or part payment and total consideration thereof shall be received by the developer and the Land Owners herein will have no right and share and will not be entitled to any portion thereof.

ARTICLE - VIII, BUILDING

- 8.1 The developer shall at its own costs, construct erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specifications as are mentioned in the Second Schedule hereunder written and as may be recommended by the architect from time to time.
- 8.2 During the course of construction of the new building, in case of any loss or injury or damage of any nature or in any manner whatsoever including injury and/or damage

to any person or persons or property or any loss of life, the developer shall be solely liable and responsible for the same and the consequences arising there from in all respect and shall at all point of time keep the Land Owners indemnified for the same and all consequences.

8.3 That the Developer herein bound to use good and branded quality materials, fittings and fixtures as available in the market for construction of the proposed multi-storied building and if the Developer fail to do so in that event the Developer will be liable to compensate to the Land Owners and the Land Owners will always have the right to supervise, control and to go through whether the good materials in market have been used or not and if at any point of time it appears to the Land Owners the sufficient and good materials have not been using at the time of construction of the proposed Multi-Storied Building on request of the Land Owners in writing the Developer will remain bound to replace the materials with branded quality materials.

ARTICLE -IX, COMMON RESTRICTIONS

9.1 The Land Owners' Allocation in the proposal building shall be subject to the same restriction and use as is applicable to the developer's allocation in the building intended for common benefits of all occupiers of the building which shall include the followings.

- 9.2 Neither party hereof shall use their respective allocation in the building or any portion therefore for carrying on any obnoxious illegal and immoral trade or activity nor shall use the same in such manner which might have cause any nuisance or hazard to the other occupiers of the building.
- 9.3 Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 9.4 Both the Land Owners and the Developer shall keep the interior walls, floors, sewers, drains, pipes and other fittings and fixtures of their respective allocation in the building in good habitable condition so that the same may not cause any damage to the building.
- 9.5 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users of the corridors and other places of common use in the building.
- 9.6 Neither party shall throw or accumulate any dirt, rubbish waster and refuse or permit the same to be thrown or accumulated in or about the building or in the

- compounds, corridors or any other portion or portions of the building.
- 9.7 Both the parties hereto shall permit other's agents, workmen and representatives at all reasonable time to enter into others allocation and every part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping the building and it's common areas in good order and condition.
- 9.8 The Roof of the Multi-Storied (G+4) Building thus constructed will be commonly used by the Flat Owners of the building but not in permanent nature. The Roof of the said Building shall remain fully under the ownership of the Land Owners and the Developer proportionately.
- 9.9 If the construction of the said project is not completed within the stipulated period (except natural calamities and/or political hazards), the Developer will be liable to pay Rs. 5,000/- per month to each Land Owner as penalty for delay in construction, and make arrangement for free accommodation till handing over the flats to the Land Owners.

ARTICLE - X, LAND OWNERS' OBLIGATION

10.1 The Land Owners doth hereby agree and covenant with the Developer during the subsistence of the agreement not to let out, grant, lease, mortgage and/or charge or

part with possession of the said premises or any portion thereof without the consent in writing of the developer with effect from the date of present agreement hereof.

- 10.2 That the property under any circumstances shall not be mortgaged with any bank or with private financial Institution.
- 10.3 That the Developer will be liable to arrange a Temporary Residential Accommodation for the Land Owners during the period of construction works of proposed Multi-Storied Building, and the monthly Rent for such accommodation shall be borned by the Developer.
- 10.4 That the Developer at its own costs and responsibilities will demolish the existing structure by taking necessary permission from the competent authority, and after demolishing the existing structure all the materials of the demolished structure will be the Developer's Property and the Land Owners will not demand anything and/or raise any objection.

ARTICLE - XI, DEVELOPER'S OBLIGATION

11.1 The Developer doth hereby agree and covenant with the Land Owners to complete the constructional works of the said Multi-Storied (G+4) Building within 24 (Twenty · Four) Months from the date of handing over the vacate possession of the said Landed Property to the Developer.

ARTICLE - XII, MISCELLANEOUS

- 12.1 That Land Owners and the Developer have entered into the present agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the Developer and the Land Owners, the parties hereto in any manner nor shall the parties hereto constitute as association of persons.
- 12.2 Any notice required to be given by the developer to the Land Owners shall without prejudice to any other mode of service available be deemed to have been on the Land Owners if delivered by hand and duly acknowledge or sent by registered post with due acknowledgement and shall likewise be deemed to have been served on the developer by the Land Owners if delivered by hand and acknowledge or sent by registered post with due acknowledgement to the registered office of the Developer.
- 12.3 The Developer and the Land Owners shall mutually frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building the Land Owners hereby agree to abide by all rules and regulations to be framed by any society/association/holding organization and/or any other organization who

will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

- 12.4 The name of the building shall be given by the Developer in course of the time with the consent of the Land Owners.
- 12.5 As and from the date of completion of the building as well as upon delivery of possession, the Developer and/or its transferees and the Land Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of Municipal rates and charges and other Government/Statutory taxes & outgoings payable in respect of their respective allocations.
- 12.6 That the Developer will have no legal right to claim any amount exclusively from the Land Owners for additional cost of expenses (such as for Lift Charges, Electric Transformer Charges, G.S.T. etc.) if any to be made by the Developer.
- 12.7 That the Developer will install Thunder Storm Radar over the Roof for saving the danger on account of natural calamity at their own costs and expenses.

- 12.8 The Land Owners shall deliver xerox copies of all the original deeds and other papers and documents relating to the said premises simultaneously with the execution of these present to the Developer and same shall remain with the Developer during the full period of construction.
- 12.9 All disputes and difference arising out of this Agreement or in relation to the determination of any liberty of the parties hereto or the construction and interpretation of any of the terms or meaning the same shall be referred to the Arbitration to the Sole Arbitrator and the award given by the said Arbitrator shall be binding, final and conclusive on the parties thereto.

ARTICLE -XIII, FORCE MAJEURE

- 13.1 The parties hereto shall not be considered to be liable for any obligations performance of which would have been prevented by the existence of the force majeures and shall be suspended from the obligations during the duration of the "Force Majeure."
- 13.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the control of the parties hereto.

-: THE FIRST SCHEDULE ABOVE REFERRED TO :(Description of the Property)

ALL THAT piece or parcel of "BASTU" Land measuring more or less 6 (Six) Cottahs alongwith 1000 Sq. Ft. Pucca Structure thereon, lying and situated at Mouza: Rahara, J. L. No. 3, R. S. No. 61, Touzi No. 184 – 190, comprising in Dag No. 1094 under Khatian No. 307, corresponding to L. R. Dag No. 2725, under L.R. Khatian Nos. 3224 and 3350, within the limits of Khardah Municipality, in Ward No. 9, being Amalgamated Holding No. 76/1, Madhya Para Road, under P.S. – Khardah, in the District – North 24 Parganas, A.D.S.R. Office, Sodepur, butted and bounded by:

ON THE NORTH : 12' - 0" wide Passage.

ON THE SOUTH : Property of Ram Gopal Nath.

ON THE EAST : Plot No. 5.

ON THE WEST : Municipal Drain.

-: THE SECOND SCHEDULE ABOVE REFERRED TO :(Specifications)

- (1) Strip Foundation and Structure: Building designed with R.C.C. Frame Structure (by Tata Tiscon SD Steel / Shyam Steel) which raised on individual column, design (as per shown in the Plan) approved by the competent authority.
- (2) External Wall: 8" thick brick wall and plastered with cement mortar.

- (3) Internal Wall: 5" thick brick wall and plastered with cement mortar.
- (4) Flooring: Tiles Flooring (2' 0' x 2' 0').
- (5) Toilet: Bathroom fitted upto 7' · 0" height with white glazed tiles of standard brand. Big Hasbolt will be provided in the Toilets. Three Toilets with Coloured Commode of standard brand with standard P.V.C. cistern. Sintex Decorative Door for 3 (Three) Flats and the rest will be the Developer's choice. All fittings are in standard type, One wash hand basin in dining space of each Flat.
- (6) <u>Kitchen</u>: Cooking Platform of Granite in 2 (Two) Kitchens and the rest will be the Developer's choice. Sink will be of Steel Sink, 3' height glazed standard tiles above the platform to protect the oil spot.
- (7) <u>Doors</u>: All doors of good quality water proof ply type and peep hole on main entrance door (decorative teak) for 2 (two) Flats and the rest will be the Developer's choice. Anodized Alluminium tower bolt in all doors.
- (8) Windows: Frame and shutter fully glass, panel will be of good quality Alluminium channel will be provided in the windows.
- (9) <u>Plumbing</u>: Toilet concealed wiring with one bibcock, one shower, all fittings will be of standard quality.
- (10) Worship Area will be made of white Marble.
- (11) Water Supply in Balcony.

ELECTRICAL WORKS:

- Full concealed wiring.
- In Bedroom Two Light Points, One TV Point, One 5 amp. Plug Point, One Fan Point, One AC Point as Land Owners' requirement.
- Living/Dining Room: Two light Points, One Fan Point, One 5 amp cum 15 amp. Plug, One Inverter Point.
- Kitchen: One Light Point, One Exhaust Fan Point and One 15 amp. Plug Point, One Chimney Point and One Aquaguard Point.
- Toilet: One Light Point, One Exhaust Fan Point, One Geyser Point, 15 amp. Plug Point.
- Verandah/Balcony: One Light Point, one Fan point, One Plug Point for Washing Machine.
- 7. One Light Point at main entrance.
- Calling Bell: One Calling Bell point at the main entrance.

PAINTING:

- a) Inside walls of the Flat will be finished with Wall Putty for 3 (three) Flats and the rest will be the Developer's choice and external walls with super snowcem or equivalent.
- b) All doors and windows frame and shutter painted with two coats white primer.

EXTRA WORK: All works other than specified above would be regarded as extra work for which separate payment is required to be paid by the Land Owners.

COMMON AREAS AND FACILITIES

- The foundation, columns, beams, supports, corridors, lobbies, entrance and exists for residential purpose.
- Water Pump, its Motor, overhead water reservoir, underground water tank, water pipes and other plumbing installations.
- Drainage, Sewers and Rain Water Pipes, Septic Tank,
 Drainage and Sewerage evacuation pipes from the units to the municipal drainage.
- Common Path & Passages, Lighting in the Common Passage, Electric Meter Room/Space if any.
- Stair and all its landings, LIFT, Top Floor Roof and Terrace.
- Such other common parts, equipments, installations, fixtures and fittings in or about the said building as necessary including the common areas.

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

SIGNED, SEALED AND DELIVERED in presence of WITNESS:

1) Sarmitha Bhattacharyo 1. Sovines Kumas Nandi Madnyapara 2. Subir Kumar Nandi Kelkala-700118.

2) Partha Fration Greden Khaniraha, Kal-117.

Signature of the Land Owners

Partners of PIONEER ASSOCIATES

Signature of the Developer

Drafted & prepared by:

ALDONN Mak herses

(Sri Debasish Mukherjee) Advocate, Barrackpore Court Enrol. No. WB784/1991

Computer Typed by :

Janjeb Das (Sanjib Das, Bkp.)

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भारत सरकार GOVT OF INDIA

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भारत सरकार GOVT. OF INDIA





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

19-201819-034424571-1

Payment Mode

Online Payment

GRN Date: 07/02/2019 20:33:22

Bank:

AXIS Bank

BRN:

301614648

BRN Date: 07/02/2019 20:34:40

DEPOSITOR'S DETAILS

Id No.: 15240000118383/2/2019

Query No./Query Year)

Name:

PIONEER ASSOCIATES

Contact No.:

Mobile No. :

+91 9831540067

E-mail:

Address:

STATION ROAD PO PS KHARDAH KOLKATA 700117

Applicant Name :

Mr D Mukherjee

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15240000118383/2/2019	Property Registration-Stamp duty	0030-02-103-003-02	9020
2	15240000118383/2/2019	Property Registration-Registration Fees	0030-03-104-001-16	21

Total

9041

In Words:

Rupees Nine Thousand Forty One only

Major Information of the Deed

		Date of Registration	15/02/2019	
ed No:	1-1524-00824/2019	Office where deed is r	onistered	
Query No / Year	1524-0000118383/2019	Office where deed is it	estate North 24-Parmanas	
Query Date	22/01/2019 3:14:43 PM	A.D.S.R. SODEPUR, D	strict. North 24-Parganas	
Applicant Name, Address & Other Details	D Mukherjee Bkp Court, Thana : Barrackpore, No.: 9831540067, Status : Advoc	Sale.	VEST BENGAL, Mobile	
	110 505	Additional Transaction		
Transaction [0110] Sale, Development Agreement or Construction		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
agreement		Market Value Rs. 84,45,003/- Registration Fee Paid Rs. 21/- (Article: E, E)		
Set Forth value				
Rs. 15,00,000/-				
Stampduty Paid(SD)				
Rs. 10,020/- (Article:48(g))	Received Rs. 50/- (FIFTY only	I from the applicant for issuit	ng the assement slip.(Urb	
Remarks	Received Rs. 50/- (FIFTY only area)	y) from the applicant for level		

District: North 24-Parganas, P.S.- Khardaha, Municipality: KHARDAH, Road: Madhyapara Road, Mouza: Rahara, Ward

Sch	Plot	76/1 Pin Co Khatian	Land	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	
No	Number	Number	Proposed	100	6 Katha	12,00,000/-	76,95,003/-	Width of Approach
	LR-2725	LR-3224	Bastu	Bastu	O Name	12.0		Road: 12 Ft., Adjacent to Metal Road,
				-	0.000	12.00,000 /-	76,95,003 /-	
	Grand	Total:			9.9Dec	12,00,000	10100100	

Structur	e Details :		Setforth	Market value	Other Details
Sch Structure	Area of Structure	Value (In Rs.)	(In Rs.)		
No	Details			7,50,000/-	Structure Type: Structure
S1	On Land L1	Details	Ft. 3,00,000/-	1,00,000	100000

Gr. Floor, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

7,50,000 /-3,00,000 /-1000 sq ft Total:

Details:

ame, Address, Photo, Finger print and Signature

	Photo	Fringerprint	Signature
Name			
Mr Samir Kumar Nandi (Presentant) Son of Late Jatindra Bikash Nandi Executed by: Self, Date of Execution: 15/02/2019 , Admitted by: Self, Date of	AN	170	Samus Kumary News]
Admission: 15/02/2019 ,Place : Office	10000000	15/02/2019	North 24-Parganas, West Bengal, Inc

Madhya Para Road, P.O:- Rahara, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700118 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: AKIPN4995P, Status :Individual, Executed by: Self, Date of Execution: 15/02/2019

Admitted by: Self, Date of Admission: 15/02/2019 ,Place : Office

, Admitted by: Self, Date of	AUTHISSIOTT TO	and the second second	Signature	
Name	Photo	Fringerprint	1000 000 000 000 000	
Mr Subir Kumar Nandi Son of Late Jatindra Bikash Nandi Executed by: Self, Date of Execution: 15/02/2019 , Admitted by: Self, Date of Admission: 15/02/2019 ,Place	農川		Stiklie Rimat Wandi -	
: Office		LTI	16/02/2019 7/	
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		market and the Real	tianth DA-Darnanas, West Deligon, and	

Madhya Para Road, P.O:- Rahara, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700118 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ABOPN81393, Status :Individual, Executed by: Self, Date of Execution: 15/02/2019 , Admitted by: Self, Date of Admission: 15/02/2019 ,Place: Office

Developer Details :

2

	Name,Address,Photo,Finger print and Signature	
No	Take Dietrick Month (4-Fd) 401109 11771	100
1	Pioneer Associates Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardah, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardah, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:- Khardaha, DistrictNotation Shreyasi Apartment, 12A/1/35 Station Road, P.O:- Khardaha, P.S:-	1.81

.ative Details :

Name, Address, Photo, Finger print and Signature

1	Name	Photo	Finger Print	Signature
Son Date 15/0 Self 15/0	Kanti Ranjan Das of Late Nalini Kanta Das of Execution - 02/2019, , Admitted by: , Date of Admission: 02/2019, Place of hission of Execution; Office	TO THE		Koret Rasijanost.
		Feb 15 2019 12:53PM	LTI 15/02/2019	18/02/2019

1 No Surya Sen Nagar, P.O:- Khardah, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700117, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADSPD7299P Status: Representative, Representative of: Pioneer Associates (as partner)

2	Name	Photo	Finger Print	Signature
200000000000000000000000000000000000000	Mr Gopal Das Son of Late Narayan Chandra Das Date of Execution - 15/02/2019, , Admitted by: Self, Date of Admission: 15/02/2019, Place of Admission of Execution: Office	0.0		ZHALLAM.
		Feb 15 2019 12:53PM	LTI 16/02/2019	16/02/2019

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 Details :

Name	Photo	Finger Print	Signature
Mr Debasish Mukherjee Son of Late Sati Ranjan Mukherjee Bkp Court, P.O:- Bkp, P.S:- Barrackpore, District:-North 24-Parganas, West Bengal, India, PIN - 700120			Walnut Marchine
	16/02/2019	15/02/2019	15/02/2019

Identifier Of Mr Samir Kumar Nandi, Mr Subir Kumar Nandi, Mr Kanti Ranjan Das, Mr Gopal Das

Transf	fer of property for L1		
SI.No	From	To. with area (Name-Area)	
1	Mr Samir Kumar Nandi	Pioneer Associates-4.95 Dec	
2	Mr Subir Kumar Nandi	Pioneer Associates-4.95 Dec	
Trans	fer of property for S1		
SI.No	From	To. with area (Name-Area)	
1	Mr Samir Kumar Nandi	Pioneer Associates-500.00000000 Sq Ft	3
2	Mr Subir Kumar Nandi	Pioneer Associates-500.00000000 Sq Ft	1

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cails as per Land Record

North 24-Parganas, P.S.- Khardaha, Municipality: KHARDAH, Road; Madhyapara Road, Mouza: Rahara, Ward J. Holding No:76/1 Pin Code: 700118

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English
L1	LR Plot No:- 2725, LR Khatian No:- 3224	Owner:সমীর কুমার নন্দী Gurdian:মৃত যড়ীন্দর নন্দ, Address:নিজ (মধ্য পাড়া) . Classification:বাড়, Area:0.05000000 Acre.	as selected by Applicant Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number: I - 152400824 / 2019

On 15-02-2019

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) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 11:55 hrs on 15-02-2019, at the Office of the A.D.S.R. SODEPUR by Mr. Samir Kumar Nandi , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 84,45,003/-

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

Execution is admitted on 15/02/2019 by 1. Mr Samir Kumar Nandi, Son of Late Jatindra Bikash Nandi, Madhya Para Road, P.O. Rahara, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700118, by caste Hindu, by Profession Retired Person, 2. Mr Subir Kumar Nandi, Son of Late Jatindra Bikash Nandi, Madhya Para Road, P.O. Rahara, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700118, by caste Hindu, by Profession Retired Person

Indetified by Mr Debasish Mukherjee, . . Son of Late Sati Ranjan Mukherjee, Bkp Court, P.O: Bkp, Thana: Barrackpore, . North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

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

Execution is admitted on 15-02-2019 by Mr Kanti Ranjan Das, partner, Pioneer Associates (Partnership Firm), Shreyasi Apartment, 12A/1/35 Station Road, P.O.- Khardah, P.S.- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700117

Indetified by Mr Debasish Mukherjee, , , Son of Late Sati Ranjan Mukherjee, Bkp Court, P.O: Bkp, Thana: Barrackpore, , North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

Execution is admitted on 15-02-2019 by Mr Gopal Das, partner, Pioneer Associates (Partnership Firm), Shreyasi Apartment, 12A/1/35 Station Road, P.O.- Khardah, P.S.- Khardaha, District:-North 24-Parganas, West Bengal, India, 17

Indetified by Mr Debasish Mukherjee, , , Son of Late Sati Ranjan Mukherjee, Bkp Court, P.O. Bkp, Thana: Barrackpore, , North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/02/2019 8:34PM with Govt. Ref. No: 192018190344245711 on 07-02-2019, Amount Rs: 21/-, Bank: AXIS Bank (UTIB00000005). Ref. No. 301614648 on 07-02-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1524-00824/2019-15/02/2019



25/02/2019 Query No:-15240000118383 / 2019 Deed No :) - 152400824 / 2019. Populfiest is digitally signed.

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Jeamp Duty

anat required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 1,000/-

escription of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

 Stamp: Type: Impressed, Serial no 2605, Amount: Rs. 1,000/-, Date of Purchase: 22/01/2019, Vendor name: S Bhowmik

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/02/2019 8:34PM with Govt. Ref. No: 192018190344245711 on 07-02-2019, Amount Rs: 9,020/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 301614648 on 07-02-2019, Head of Account 0030-02-103-003-02

8

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

e of Registration under section 60 and Rule 69.

stered in Book - I volume number 1524-2019, Page from 35184 to 35229 being No 152400824 for the year 2019.





Digitally signed by INDRADIP GHOSH Date: 2019.02.25 13:10:25 +05:30 Reason: Digital Signing of Deed.

(Indradip Ghosh) 25-02-2019 13:07:17 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR West Bengal.

