

10554/2019

10243/19



पश्चिमवङ्ग पश्चिमबंगाल WEST BENGAL A.R.A. IV

F 098049

1964
 1169105

[Signature]
 Additional Registrar of Assurances, Kolkata

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

[Signature]
 Additional Registrar of Assurances-IV, Kolkata

8 NOV 2019

DEVELOPMENT AGREEMENT OR CONSTRUCTION AGREEMENT

THIS AGREEMENT made this 08th day of November, Two Thousand and Nineteen (2019)

BETWEEN

BINAYAK GROUP
Anish सह
 Partner

BINAYAK GROUP
Arpita Chatterjee
 Partner

134350

FILE NO.	
NO.	
DATE	
- 5 NOV 2019	
SURATINSTRUKSI	
CC	
2019/11/05	

Goutam Chatterjee
High Court
Calcutta

- 5 NOV 2019



Goutam Chatterjee
Advocate
High Court, Calcutta



BINAYAK GROUP

Anish Saha
Partner

BINAYAK GROUP

Arijit Chatterjee
Partner



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

GRN: 192019200090288448
GRN Date: 06/11/2019 18:58:35
BRN: 0686907449702
SBI ePay txn No.: IGAHJYWNO3

Payment Mode: Net Banking-SELF
Payment Gateway: SBI EPay-State Bank of India
BRN Date: 06/11/2019 19:01:33
SBI ePay txn Date: 06/11/2019 18:59:15

DEPOSITOR'S DETAILS

Name: Goutam Chakraborty
Contact No.:
E-mail:
Address: 6 o p o st
User Type: Advocate

Id No.: 19040001669105/4/201
Mobile No. +91 9433222175

Query Year

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	19040001669105/4/2019	Property Registration- Registration Fees	0030-03-104-001-16	25105
2	19040001669105/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	15021
Total Amount				40126

In Words: Rupees Forty Thousand One Hundred Twenty Six Only.

BINAYAK GROUP

Anish Saha
Partner

BINAYAK GROUP

Arpita Chatterjee
Partner

BINAYAK GROUP*Amrit Sah*

Partner

BINAYAK GROUP*Aspita Chatterjee*

Partner

1. **SRI SUBRATA GUHA** (PAN: ADHPC0406E), Son of Late Sudhendu Guha By occupation Retired, residing at A/148, H B Town, Central Road, P.O. Sodepur, Kolkata-700110, 24 Parganas (North) 2. **SMT. KRISHNA GUHA** (PAN: AVGPC8104Q), Wife of Late Sukalyan Guha, By occupation Housewife, residing at A/148, H B Town, Central Road, P.O. Sodepur, Kolkata-700110, 24 Parganas (North) 3. **SMT. GARGI CHOUDHURY** (PAN: AOBPC9600B) Daughter of Late Sukalyan Guha & Wife of Mr. Shamik Choudhury By occupation Housewife, residing at 140/14, N.S.C. Bose Road, Regent Park, Kolkata- 700040. All by Faith Hindu, All by Nationality Indian, hereinafter collectively referred to as the "**LAND OWNERS**" (which term collectively shall unless repugnant to or excluded by the context be deemed to include their respective successors, executors, legal representatives, administrators and assigns) of the **ONE PART/FIRST PART**.

AND

BINAYAK GROUP (PAN: AAVFB0671R), a Registered Partnership firm having its office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist- 24 Parganas (North), partners namely 1. **MR. AVIJIT SAHA** (PAN: CFIPSS983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, 2. **MRS. ARPITA CHATTERJEE** (PAN: AUKFC3674Q) Wife of Sri Arindam Chatterjee, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 28/1/C, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, 3. **MR. DEBJIT SAHA** (PAN: ARBPS5945G) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, 4. **MRS. RULY KHATUN** (PAN: BOSP2112N) Wife of Mahibur Rahaman, by Faith Muslim, By Occupation Business, by Nationality Indian, Residing at Bikkaltola, P.O. - Lakeshimpur, P.S. - Baishnabnagar, Dist. Maldah, West Bengal - 732210, being represented by its Partners and Authorized signatories 1. **MR. AVIJIT SAHA** (PAN: CFIPSS983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar,

BINAYAK GROUP*Amrit Sah*

Partner

BINAYAK GROUP*Aspita Chatterjee*

Partner

Choudhury Gargi Krishna Guha. Subrata Guha.

Amrit Sah

Partner 3

Arpita Chatterjee

Partner

Kolkata-700 036, 2. MRS. ARPITA CHATTERJEE (PAN: AUKPC3674Q) Wife of Sri Arindam Chatterjee. by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 28/1/C, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, as per Registered Partnership which has recorded in office of Addl. Registrar of Assurances-IV, Kolkata as Book No.IV, Volume No.1904-2019, Being No. 1904 00279 in the year 2019 of the **OTHER PART/SECOND PART**.

PRE RECITAL**WHEREAS :**

The land owners herein claims to be the absolute Owners and/or well and sufficiently entitle to ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs more or less comprises of the structures standing thereon being Holding No. 23 & 24, H B Town, Central Road, Plot No.148, Block A, P.S. Khardah, P.O. Sodepur Kolkata- 700110 and Postal Address A/148, H.B.Town, Central Road, P.O. Sodepur, Kolkata- 700110, 24 Parganas(North) together with all the rights title interest benefit entitlements attached to the said piece and parcel of land under Police Station Khardah within the local limits of the Panihati Municipality, Ward No.31(new) 20(old), hereinafter referred to as the said Premises and declares that the land owners had acquired the title in the said property in the under written manner.

A.The Governor Of West Bengal acquired certain lands at the instance of the H.B. Industrial Co. Ltd., registered under the Companies Act, now in liquidation, (hereafter to as the said "Company") which has its registered Office at Sodepore within the municipal limits of Panihati in the District of 24 Parganas, for resettlement of refugees and creation of better living condition in mouza Sodepore, Natagarh and Ghola, P.S. Khardah, District 24 Parganas, under the West Bengal Land Development and Planning Act, 1948 and took possession of the said lands on or about the March 1956 whereupon the said lands vested absolutely in the Government of West Bengal (hereinafter referred to as "The Government") free from all encumbrances.

BINAYAK GROUP

Amrit Sah

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

Gargi Choudhury
Krishna Guha
Subrata Guha

ANIL Saha

Partner

BINAYAK GROUP
Aspita Chatterjee
Partner

B. Pursuant to the provisions at Sec. 19 of the said Land Development & Planning Act the Company entered into an agreement with the Governor bearing date the 17th day of November 1950 whereby it was agreed inter-alia that the Company should pay to the Government all and every compensation that will be payable in respect of the acquisition of said land all costs, charges and expenses of the acquisition proceeding as may be estimated by the collector of West Bengal Land Development & Planning act, 1948.

C. In accordance with the provisions of the said agreement the company deposited with the Collector of 24 parganas Rs. 1,19,185 being part of the costs of acquisition of the said lands and possession of the said lands was made over to the said Company with the right to have the lands transferred to the company upon full payment of the amount of compensation and the costs of lands to bona fide refugees and homeless, Government employees and homeless persons of the State of West Bengal in terms of the said hereinbefore in part recited Agreement.

D. The Company having failed to comply with the terms and conditions of the said therein in part recited Agreement, the Government determined the said Agreement dated the 17th day of November, 1950 entered into between the Company and the Governor with the said land which remained vested absolutely with the Government with the power to dispose them for execution of the scheme.

E. That 1. Satyendra Guha, 2. Smt. Puspa Guha, 3. Sri Sukalyan Guha, 4. Sri Subrata Guha, & 5. Smt. Anulekha Ghosh, (SI² No. 1 is the original allottee and SI. nos. 2 to 5 are successor-in-interest to other meanwhile deceased allottee Late Sudhendu Guha) before termination of the said agreement deposited the requisite money for allotment of a plot of land. Upon an application by those purchaser as above said the Hon'ble Governor vide the indenture dated 23/09/1987, bearing No. 1-285 registered with Additional District Sub-registered Barrackpore, against the payment of balance amount as decided, transferred and allotted to the said applicants ALL THAT piece land parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs more or less lying and situate in Mouza - Sodepur Natagarh & Ghola

BINAYAK GROUP

Anil Saha

Partner

BINAYAK GROUP

Aspita Chatterjee

Partner

Subrata Guha, Krishna Guha, Gargi Choudhury

jurisdiction list no. 8,15,14, C.S. plot No. 853 Scheme Plot No.148, under R.S. Khatian No.286, Police station - Khardah, District - North 24 Parganas, under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat.

F. Simultaneously vide another Indenture bearing No. 1-286 dated 23/09/1987, the above allottees did grant transfer and assign to Hon'ble Governor all their rights, title and interest of the sum initially deposited with the above said Development company, with respect to the aforesaid allotted plot by those allottees.

G. Thereafter on 03/10/1989 vide on gift deed 1.Sri Satyendra Guha (Uncle to the Donees and owner of $\frac{1}{2}$ undivided share i.e., 2 k 8 ch.), 2.Smt. Puspa Guha (Mother to the Donees and owner of $\frac{1}{4}$ th of $\frac{1}{2}$ that is $\frac{1}{8}$ th undivided share i.e., 0 k 10 ch.), 3. Smt. Anulekha Ghosh (Sister to the Donees and owner of $\frac{1}{4}$ th of $\frac{1}{2}$ that is $\frac{1}{8}$ th undivided share i.e., 0 k 10 ch.) all as joint Donors gifted, transferred by way of absolute and forever gift all their respective undivided share in the said property of about 5 Kottahs of bastu land along with all the existing structures thereupon jointly in equal share to 1.Sri Sukalyan Guha & 2. Sri Subrata Guha, the Gift Deed was registered A.D.S.R. Barrackpore and recorded in the Book No.1, Volume No.113, Pages 335 to 342 being No.5836 for the year 1989.

H. Thus by virtue of the above gift deed and their own holding as above said both 1.Sri Sukalyan Guha & 2. Sri Subrata Guha jointly became the absolute owner in equal share of ALL THAT piece and parcel of land messuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs more or less lying and situate in Mouza - Sodepur Natagarh & Ghola jurisdiction list no. 8,15,14, C.S. plot No. 853 Scheme Plot No.148, J.L. No.8, under R.S. Khatian No.286, Police station - Khardah, District : North 24 Parganas, under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat

I. Thereafter on 04/10/1989, both the half share holder 1.Sri Sukalyan Guha & 2. Sri Subrata Guha of the said land property divided and partitioned the said property among themselves vide registered Partition Deed (Bengali) was registered A.D.S.R. Barrackpore and recorded in the Book No.1, Volume No.114, Pages 115 to 128 being No. 5863 for the year

Choudhury

Gang

Subrata Guha, Krishna Guha.

Anirudh Saha

Partner - 6 -

Anpita Chatterjee

Partner

1989 where Sukalyan Guha receiving 2 Cottah 6 chittaks 15 sq ft more or less & Subrata Guha receiving 2 Cottah 9 chittaks 30 sq ft more or less along with the corresponding structure thereupon

J. Thereafter two brothers - cum- owners mutated their names in the Panihati Municipality with respect to their respective partitioned property they were allotted separate holding nos 23 & 24 respectively and continued living there with their immediate family and had been paying their respective relevant taxes to various authorities.

K. Thereafter on 11/06/2019, Sri Sukalayan Guha died intestate leaving behind his widow Smt. Krishna Guha & only off-spring married daughter Smt. Gargi Choudhury as his exclusive joint legal successors to his left behind property.

L. Thus now Subrata Guha is absolute owner of 2 Cottah 9 chittaks 30sq ft more or less of land property with structure thereupon having Holding No. 24, H B Town, Central Road, P.O. Sodepur, Plot No.148, Block A, P.S. Khardah, Kolkata- 700110 and Postal Address A/148, H.B.Town, Central Road, P.O. Sodepure, Kolkata- 700110, 24 Parganas(North) AND Smt. Krishna Guha & Smt. Gargi Choudhury joint absolute owners of the Holding No. 23, H B Town, Central Road, Plot No.148, Block A, P.S. Khardah, Kolkata- 700110 and Postal Address A/148, H.B.Town, Central Road, P.O. Sodepur, Kolkata- 700110, 24 Parganas(North) of land property with structure thereupon under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by paying taxes upto date.

PRESENT CONDITION AND STATUS

AND WHEREAS the age of the said premises has become so old and the condition of the building has become so dilapidated, that the said premises is almost impossible for the habitation of the civilized citizens.

AND WHEREAS considering the real situation of the said premises, the PARTIES HERETO OF THE FIRST PART, have jointly decided to demolish the whole old building and to construct a new Multi-storied building in accordance with the plan to be sanctioned by the Panihati Municipality.

BINAYAK GROUP

Anirudh Saha

Partner

BINAYAK GROUP

Anpita Chatterjee

Partner

Choudhury

Gargi

Krishna Guha

Subrata Guha

Anish Saha

Partner

- 7 -

Aspita Chatterjee

Partner

AND WHEREAS for some obvious reasons it has become difficult of the PARTIES OF THE FIRST -PART, hereto look - after the constructional works.

AND WHEREAS by reason of such difficulties the PARTIES OF THE FIRST -PART, hereto have jointly and unanimously decided to appoint and engage the DEVELOPER here in to construct the said building in the said premises on the basis of this Agreement, the terms and condition here in after contained, executed by & between the OWNERS AND DEVELOPER and the OWNERS also agreed to execute one registered Power of Attorney in favour of the said DEVELOPER, to act on their behalf.

THE OWNERS HERE IN REPRESENTED AND ASSURED THE DEVELOPER AS FOLLOWS:

- a. That the said property is free all encumbrances, mortgage, charge, liens, claims, impence, demands, liabilities, acquisitions, alignment and trusts whatsoever.
- b. That the owners and/or their predecessor in title have not deposited the title deeds and documents in respect of the said property with any person or party with an intention to create equitable mortgage of as security for performance of any act payments of any money or otherwise, as said property is free from all encumbrances.
- c. That the said property and/or any part there of are not adversely affected by the provisions of the Urban Lane (Ceiling & Regulation) Act, 1976.
- d. That there is no impediment of any nature whatsoever in undertaking and/or carrying out the development of the said properties and/or construction of new multistoried building therein.
- e. That pursuant to the negotiations the Developer shall at their own costs, prepare an appropriate building plan for a new building upon the premises, utilizing maximum F.A.R., possible and have the said plan sanctioned by the Panihati Municipality after amalgamation of two holding and it is made specifically clear that all costs, charges, expenses, including incidental expenses for obtaining a sanction of the said building plan shall

BINAYAK GROUP

Anish Saha

Partner

BINAYAK GROUP

Aspita Chatterjee

Partner

*Choudhury**Grogi**Subrata Guha, Krishna Guha*

BINAYAK GROUP

Anita Saha

Partner - 8 -

BINAYAK GROUP

Anpita Chatterjee

Partner

be paid and borne by the Developer and the Owners shall not have any liability and/or responsibility in this behalf.

f. That the Owners shall hand over physical vacant possession of the said premises/property after the sanction of the building plan.

That the Developer shall start construction of the new Building as per the plan sanctioned by the Panihati Municipality and complete the proper construction within 24 (Twenty four) months from the date of sanctions of Building plan, with proper materials conforming to high standards of engineering.

That within one month from the date of sanction of the building plan and/or so soon the Owners delivers physical possession of the property to the Developer. It is further agreed that after sanction of the building plan and on vacating the premises by the Owners, it is specifically agreed that the Developer shall complete the construction of the proposed new Building and hand over to the land owner their allocated flat within 24 (Twenty four) months from the date of the sanction building plan if necessary with further months extension subject to the FORCE - MAJURE. If Developer takes more than that time then only pay compensation 5% p.a. of the market value of the land.

That the cost of construction of the new building shall be borne by the Developer and shall be carried out by engaging their own men, agents and servants and the Owners shall not interfere in any manner, whatsoever, during the period of construction till completion of the Building in all respect and the Owners have no liability in this regard provided required standard is maintained at all levels through out the construction period. It is specifically agreed that in construction of the new building the Developer shall engage security guards and/or other type of persons for construction of new building according to the choice of the Developer, using quality materials.

That the Developer shall be liable for payment of any compensation to the workers under the law in case of any injury caused and/or sustained by the worker/s during the period of construction.

BINAYAK GROUP

Anita Saha

Partner

BINAYAK GROUP

Anpita Chatterjee

Partner

Triggi Choudhury
Subrata Ghosh, Krishna Gaha.

BINAYAK GROUP

Anirudh Saha

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

k. That the Developer shall observe all the formalities as are required under the prevailing law/rules and regulations of the government, including soil test etc. and shall be liable of any violation thereof.

l. That the Owners shall execute a General Power of Attorney in favour of the Developer authorizing them to sign all papers, plans and documents as may be required as the constituted attorney of the Owners may deem fit and proper and to do all such things and to take the necessary actions in relation to construction of the new building on the said plot of land on behalf of the owners and to represent the owners before any authority as may be necessary and to negotiate with the prospective buyers of flats, excluding Owner's Allocation 40% (Forty percent) of constructed area concerning the Municipal Premises/Holding No. 23 & 24, H B Town, Central Road, Plot No.148, Block A, P.S. Khardah, P.O. Sodepur Kolkata-700110 and Postal Address A/148, H.B.Town, Central Road P.O Sodepur, Kolkata- 700110, 24 Parganas(North), and to receive the advances from the buyers and to acknowledge and grant receipt of the amount so received from the prospective buyers, except the land owner's allocation. And the Owners have to hand over original Deeds and Documents to Developer at the time of execution of Registered Power of Attorney.

m. It is specifically agreed that the Developer shall be fully entitled to advertise the project to secure intending buyers of entire new building to be constructed upon the said plot of land and contact with, such intending buyers for sale of the flat/s etc. as such accept some of money from the intending buyers as the purchaser may deem fit and proper at the absolute discretion of the Developer in respect of developers allocation and for that purpose owners shall not have any claims and/or objections, whatsoever, in that regard.

n. It is specifically agreed that the owners at the request of the Developer shall execute, register Deed of Conveyance to the intending buyers and/or in favour of the Developer in the said project, in respect of developers allocation only if it is required and in such circumstances the Developer should join as a confirming party therein.

BINAYAK GROUP

Anirudh Saha

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

Subrata Guha, Krishna Guha, Gargi Choudhury

- o. That the construction shall be completed in all respect and the flats shall be ready for occupation for habitation and/or occupancy within valid period of sanctioned building plan.
- p. It is specifically mentioned that both the parties herein are jointly liable for the terms and conditions of the instant agreement, if any of the parties herein, violate the terms and conditions of this agreement the other party will be at liberty to take legal actions as per provisions of the specific performance of contract against the others.
- q. That the Developer will not be liable for any delay of construction of the building due to any unforeseen and unfortunate event happening of which is beyond the control of human being i.e. riots, arson, or natural calamity and/or act of god only, provided however any other delays would tantamount to lapses on the part of the Developer.
- r. In pursuance of the negotiations here under made by and between the Owners and the Developer, the Developer shall carry out the construction of suitable building as per sanctioned building plan of the Panihati Municipality.
- s. That in the event the Developer above named agrees to undertake, the development of the said property, the owners herein shall in and appoint the Developer herein to undertake the development of the said on the under mentioned terms.
- t. That relying on the above mentioned various representations and assurances made by the Owners above named and believing the same to be true the Developer herein has agreed to undertake the development of the said property on the agreed terms & conditions as herein after recorded.
- u. The Developer shall hand over to the land owner Sri Subrata Guha as follows.
- i) Copy of sanctioned building plan and revised plan as soon as it is sanctioned.
 - ii) Lay out plan of electricity cable, lay out of Plumbing i.e. water connection and sewerage line(If construct).

Choudhury

Gargi

Subrata Guha. Krishna Guha.

BINAYAK GROUP

Anir Saha

Partner ~ 11 -

BINAYAK GROUP

Arpita Chatterjee

Partner

- m) 4 Nos. original Deeds to be returned during possession of owners flat.
- n) Partitioned Deed b) Gift Deed c) Deed of Transfer d) Deed of assignment.

NOW THIS INDENTURE WITNESSETH and it is here by mutually agreed and decided by and between the parties here to as follows :-

ARTICLE - 1

DEFINITIONS

A. **OWNERS** 1) Subrata Guha , 2) Smt Krishna Guha, & Smt. Gargi Choudhury(jointly)

B. **DEVELOPER** : Developer shall mean **BINAYAK GROUP**, (PAN: AAVFBO671R), a Partnership firm having its office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist- 24 Parganas (North) its partners namely **1. MR. AVIJIT SAHA** (PAN: CF1PS8983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane , P.S. & P.O. Baranagar, Kolkata-700 036, **2. MRS. ARPITA CHATTERJEE** (PAN: AUKPC3674Q) Wife of Sri Arindam Chatterjee, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 28/1/C, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, **3. MR. DEBJIT SAHA** (PAN: ARBPS5945G) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, **4. MRS. RULY KHATUN** (PAN: BOSP2112N) Wife of Mahibur Rahaman, by Faith Muslim, By Occupation Business, by Nationality Indian, Residing at Bikkaltola, P.O. - Lakshmpur, P.S. - Baishnabnagar, Dist. Maldah, West Bengal - 732210, being represented by its Partners and Authorised signatories **1. MR. AVIJIT SAHA** (PAN: CF1PS8983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane , P.S. & P.O. Baranagar, Kolkata-700 036, **2. MRS. ARPITA CHATTERJEE** (PAN: AUKPC3674Q) Wife of Sri Arindam Chatterjee, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 28/1/C, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, hereinafter jointly called the **"DEVELOPER"**

BINAYAK GROUP

Anir Saha

BINAYAK GROUP

Arpita Chatterjee

Partner

Choudhury

Gargi

Subrata Guha, Krishna Guha.

C. **TITLE DEED** Title Deed shall mean all the documents referred to their above of the recitals, as chain of transfer from the time to time.

D. **PREMISES** :- The premises shall mean the property ALL THAT area of 5 (Five) Cottahs more or less lying and situate in Mouza - Sodepur Natagarh & Ghola jurisdiction list no. 8,15,14, C.S. plot No. 853 Scheme Plot No. 148, under R.S. Khatian No. 286, Police station - Khardah, District : North 24 Parganas, lying and situated at Holding No. 23 & 24, H B Town, Central Road, Plot No. 148, Block A, P.S. Khardah, P.O. Sodepur, Kolkata-700110 and Postal Address: A/148, H.B.Town, Central Road Kolkata-700110, 24 Parganas(North) under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat together with the right to use the paths and passages along with all easement and quasi-easement rights attached thereto more fully described and mentioned in the First Schedule hereto below herein after referred to as "the said Property" and delineated in the plan and map annexed hereto and bordered in RED there on.

E. **BUILDING** : The building shall mean the Multi - storied building (G+4) to be constructed on the said premises/ Landed Property.

F. **CARPET AREA** Shall means area within wall excluding wall thickness and calculated from wall to wall inside the Room.

G. **COVERED AREA** Shall means Carpet Area plus wall thickness i.e. total area including wall thickness.

H. **GROSS COVERED AREA** Shall means Covered Area plus proportionate area of stair case area and lift area.

I. **SUPER BUILT - UP - AREA** The super built up area shall mean the total covered areas of the units plus the area of the walls, pillars as also landings, stairs, entrances, corridors, lobbies, electric room, care taker room and other common parts areas and spaces in the building. In this respect the certificate of the Architect shall be final.

J. **COMMON FACILITIES AND AMENITIES** : The Common facilities and amenities shall include corridors, hall - ways, stair-ways, drive - ways, common lavatories, passageway, pump rooms tube-wall, underground water reservoir, Roof, lift, overhead water tank, water pump and motor and other

BINAYAK GROUP

Anish Saha

Partner

BINAYAK GROUP

Arijita Chatterjee

Partner

Gargi Choudhury

Sudrata Guha. Krishna Guha.

BINAYAK GROUP

Anish S.N.

Partner

BINAYAK GROUP

Aspita Chatterjee

Partner

facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenances, and/or management of the Building

K. **SALABLE SPACE:** The salable space shall mean the space of the building available for independent and occupation after making due provisions for common facilities and the space required therefore.

L. **OWNERS CONSIDERATION:**

Land Owner's Allocation:

In consideration of giving development right to the Developer the land owners will be entitled to 40% (Forty Percent) of the total constructed area of proposed new Buildings i.e. constructed Flats, car parking area agreed the details of owners allocation of 40%(Forty Percent). Out of which 1(one) No. Flat measuring 1417 sq ft. approx gross covered area (with proportionate area of stair case area and Lift area i.e. 110 sq ft) in the 2nd (Second) floor on the South-West-North side. This flat consisting of 3 (Three) Nos. Bed Rooms, 1No, Dining/Living Room 2 (Two) Nos. Kitchen, 3 Nos. Toilet & 2(Two) nos. Balcony and also 1 (one) No. covered Garage measuring about 187 sq ft. approx covered area in the Ground floor on the South-West side for Subrata Guha. Another 1(one) No. flat measuring about 718 sq ft. approx. gross covered area (with proportionate area of stair case area and lift area i.e. 58 sq ft. approx.) in the first floor on the South-West side. This flat consisting of 2(Two) Nos. Bed room, 1 No. Dining/Living room, 1 (one) No. Kitchen, 2(two) Nos. Toilets and 1(one) No., Balcony for Krishna Guha & Gargi Choudhury (jointly).

The developer will deposit Rs.21,22,000/- (Rupees Twenty One Lacs Twenty Two Thousand Only) to Subrata Guha and 38,94,000/- (Rupees Thirty Eight Lacs Ninety Four Thousand Only) to Krishna Guha and Gargi Choudhury (jointly) to the land owner.

The said amount will be paid by the Developer to the land owners in the following manner.

BINAYAK GROUP

Anish S.N.

Partner

BINAYAK GROUP

Aspita Chatterjee

Partner

Gargi Choudhury

Krishna Guha

Subrata Guha

BINAYAK GROUP

Anirubha 14 -
Partner

BINAYAK GROUP

Arpita Chatterjee
Partner

Subrata Guha

1. Rs.10,00,000/- (Rs. Ten Lacs) only at the time of Registration of Development agreement and Power of Attorney.
2. Rs.3,74,000/- (Rs.Three Lacs Seventy Four Thousand) only at the time of end of 5th (Fifth) floor casting.
3. Rs. 3,74,000/- (Rs. Three Lacs Seventy Four Thousand) only at the time of end of Brick Works.
4. Rs. 3,74,000/- (Rs. Three Lacs Seventy Four Thousand) only at the time of possession of Flat to the land owner.

Krishna Guha & Gargi Choudhury

1. Rs. 15,00,000/- (Rs. Fifteen Lacs) only at the time of Registration of Development agreement and Power of Attorney.
2. Rs. 7,98,000 (Rs. Seven Lacs and Ninety Eight Thousand) only at the time of end of 5th (Fifth) floor casting.
3. Rs. 7,98,000/- (Rs. Seven Lacs and Ninety Eight Thousand) only at the time of end of Brick Works.
4. Rs. 7,98,000/- (Rs. Seven Lacs and Ninety Eight Thousand) only at the time of possession of flat to the land owner.

N) Balance amount payable if any will be paid after taking joint measurement of the total constructed area by the Land Owners and Developer after top floor roof casting.

O) If the developer fails to pay the balance amount of owners allocation area within the stipulated time as agreed in that event the developer shall pay to the land owners towards compensation, damages at 6% p.a. on the unpaid amount of land owners allocation.

P) **DEVELOPER'S ALLOCATION:-** The Developer allocation shall mean the remaining - Developer's 60% (Sixty) percent) of total constructed area of proposed buildings containing self-contained flats/garages/Shops along with the remaining other spaces at the different floor on the proposed building save and except the above mentioned owner's allocation. It is

BINAYAK GROUP

Anirubha
Partner

BINAYAK GROUP

Arpita Chatterjee
Partner

Gargi Choudhury
Subrata Guha, Krishna Guha.

specifically agreed, the Developer shall be entitled to own, possess, transfer, or otherwise dispose of as the absolute owner thereof as per provision contained as fully and particularly set out in the Third Schedule here under written.

Q. **THE ARCHITECT** :- The Architect shall mean the architect and engineers and as such the persons who may be appointed by the Builders/developer for both designing and planning the building and supervising of the development work and/or construction of the said proposed Building.

R. **THE ADVOCATE** ; Mr. Goutam Chakraborty, Learned Advocate, High Court, having the Office at 6, Old Post Office Street, Room No.72, 2nd floor, Kolkata - 700 001, will look after all legal matter and he has been appointed as project's Learned Advocate by the Developer.

S. **BUILDING PLAN** :- The Building plan shall mean and include the Building plan to be sanctioned by the Panihati Municipality, for construction of the proposed building and also include the renewed/revised and/or modify and other plans, elevations, designs, maps, drawings, and other specifications for completion of the development of the said premises and construction of the said building as may from time to time be sanctioned by the Panihati Municipality and other appropriate authorities if any such plan prepared by the Architects for the construction of the building and sanctioned by the building department of the Panihati Municipality or any other competent authorities as the case may be provided however owners would be extending all the best possible helps to the effect. If required and if the owners fail to deliver any papers documents etc. necessary for the sanction of the aforesaid building plan and if any delay is caused for the same the Developer would not be held liable.

T. **TRANSFER** :- The transfer with the grammatical variations shall include possession under an agreement or part performance of a contract and by any other means and also as defined U/S 294(7), (i) to (vi) 269 UA(a), f(i) and (ii) of the income Tax Act, 1961, although the same may not amount to a TRANSFER OF PROPERTY ACT, 1882.

Chowdhury

Gargi

Suborati Guha. Krishnakaha.

U. **TRANSFeree** : The transferee shall mean a person, firm, limited company, association of persons or body of individuals, to whom any space in the Building has to be transferred.

ARTICLE - II

INTERPRETATIONS

1. Any reference statute shall include any statutory extension or modification and there enactment of such statute and the rules, regulations of under made there under.

2. Any covenant by the Developer and/or the owners not to do or commit any act deed or thing to be done or committed.

(i) Signature : Words importing singular shall include plural and vice-versa.

(ii) Masculine : Shall mean and include feminine and vice-versa.

(iii) The paragraph heading herein shall not form part of the agreement and the same have been taken for the construction or interpretation of these present.

ARTICLE - III

COMMENCEMENT AND DECLARATION

1. THIS AGREEMENT shall deem to have commenced on and with effect from the date of execution of these presents.

2. THE OWNERS DECLARE as follows:-

(a) That they absolute seized and possessed of and/or well and sufficiently entitled to the said property.

(b) That the said premises/property is free from all encumbrances and the owners have title in respect of the said premises/property.

(c) That the said premises/property is free from all encumbrances, charges, lines, liens, mortgages, attachment, claims, demands.

BINAYAK GROUP

Anirudh Saha

Partner

BINAYAK GROUP

Anpita Chatterjee

Partner

Chowdhury

Grogi

Subrata Guha, Krishna Guha.

liabilities, trust, acquisitions, requisitions etc. whatsoever or howsoever provided.

- (d) The said premises is also not affected by any scheme or proceedings or notice for acquisition or requisition by the Central or State Government or any local body or Authorities whatsoever.
- (e) That there is no excess vacant land at the said premises/property within the meaning of the Urban Land (ceiling and regulation) Act, 1976.
- (f) That there is not legal impediment for the owners to entrust the developer the development of the said premises and/or the construction of the building as per the sanction plan to be sanctioned from the Panihati Municipality.
- (g) The Owners have not entered into any agreement/agreements for sale and/or development respect of the said premises with any other person or persons.

ARTICLE - IV

OWNERS REPRESENTATIONS

1. That this agreement for development vis-a-vis the construction made between the owners herein and the developer shall remain valid lawful and subsists until completion of the proposed building and sale of developer's allocation.
2. By virtue of this agreement the developer shall apply for building plan for sanction Panihati Municipality after obtaining mutation in the name of the present joint owners and after approval of the owners.
3. The owners declare that they have not done any act, deed, matter or thing whereby the developer is prevented to undertake the development of the said premises.
4. While the Developer herein undertakes the development of the said premises the owners herein shall extend it's co-operation/assistance

Choudhury

Gangri

Subrata Guha. Krishna Guha.

to the developer in the matter of delivering vacant possession of the portion of the premises simultaneously with the execution of this agreement.

- 5. That there is no legal impediment of any nature whatsoever in the development of the said premises and/or construction of the proposed building on demolishing the existing structure lying and situate in the said premises.
- 6. In pursuance of the negotiations made in between the developer and the owners all the owners in occupation of the said premises are agreeable to vacate the portion of the said premises in their respective occupations.
- 7. The owners shall nominate the developer above named to undertake the development of the said premises on the agreed terms.
- 8. The owners herein shall cause all the existing occupiers of the said premises to vacate and deliver the vacant and peaceful possession of the portion of the said premises as per negotiation have already made provided however the developer shall pay the agreed amount to the owners to perform their part.

Choudhury

Gargi

Subrata Guha. Krishna Guha.

ARTICLE -V

DEVELOPER REPRESENTATIONS

1. The Developer has sufficient knowledge and expertise in the matter of development of the immovable properties and construction new Building. The developer has sufficient means of necessary finances as may be required for carrying out these said project and/or development of the said premises and/or the construction of the said Building as per the Panihati Municipality sanctioned Building Plan. The Developer has become satisfied with respect to the Deeds and Documents regarding Land in question and they will not raise any issue regarding Land in question.

2. The developer shall carry out the said development in respect of the said premises and/or construction of the said Building after demolition of

the existing Building and structure strictly in accordance with the sanctioned building plan and also in accordance with the relevant municipal laws relating to the development of the immovable property and/or construction of new building and adhere strictly as per provision contained in these present.

ARTICLE -VI

DEVELOPER OBLIGATIONS/COVENANTS

1. In consideration of the premises and subject to the provisions contained in these present the Developer here by agree and undertake to carry out the said project of development of the said premises and/or the said and/or construction of said building in accordance with the sanctioned plan and in accordance with the rules regulations and Bye-laws of the Panihati Municipality as may then be prevailing and on the terms and conditions herein recorded and complete the construction of the proposed building within 24(Twenty four) months from the date of the sanction of the building plan.
2. The developer herein shall be responsible to arrange all necessary finances/funds/moneys as may be from time to time necessary or required for the development of the said land and/or construction of the said building without creating any financial liabilities upon the land owners.
3. The developer shall apply for and obtain necessary plan/plans duly sanctioned by the Panihati Municipality as may be required for construction of the proposed Building and/or development of the said land subject to the necessary permissions clearances, approvals and no-objections from the appropriate authorities including necessary permission under the *Urban land Ceiling & Regulation) Act 1976* if so required.
4. The developer unless prevented by act beyond its control or restrain order from the appropriate court of law or any government or Semi Government Authorities or the Panihati Municipality shall complete the said development work and/or construction of the proposed Building within 24(Twenty four) months, after the issuances of the sanctioned plan by the Panihati Municipality and also subject to the owners causing delivery of vacant and peaceful possession of the said premises to the developer.

Chandru
Gang
Subrata Guha. Krishna Guha.

5. The developer of the said premises and/or the construction of the said building shall be made complete in all respect including installation of the electricity connections, Transformer, water pumps, fittings, sewerage the drainage connection, plumbing and sanitary fittings and also over head and underground water tanks within the stipulated 24 (Twenty four) months from the date of sanction Building plan.

6. The developer shall carry out and/or complete said development work and/or the construction of the said building by use of standard quality building materials, sanitary, and electrical fittings.

7. The developer herein shall solely the responsible for the structural stability of the building and for the soundness of the construction and that till the possession of the owner's allocation are made over to the owners, the developer shall be liable for all claims and actions which may arise from the same and also due to deviation from the sanctioned plan and/or the violation of the Municipal Laws. The Building so develop should be stable against earthquake and/or other natural calamities.

8. The developer shall apply for and obtain all necessary documents, permission and no-objection.

9. The developer shall carry out the said development in respect of the said premises and/or construction of the said building, after demolition of the existing building and structure in accordance with the sanctioned building plan and also in accordance with the relevant municipal laws relating to the development of the immovable property and/or construction of new building and adhere strictly as per the provisions contained in these present.

10. That the Owners shall be liable to deliver vacant peaceful possession of the aforesaid property to the Developer to demolish the same for the construction of the proposed new building. The Developer will bear the expenses for demolish the building and the Developer will take all old bricks, doors, windows and other old building materials. It is provided that the Developer shall arrange dwelling accommodation for two(2) owners within Rs.6000/- (Rupees six Thousand only) for Krishna Guha and Rs 10,000/- (Rupees Ten Thousand only) for Subrata Guha till handing

Choudhury

Gargi

Subrata Guha . Krishna Guha.

over the owner's allocation Flat completed in all respect i.e. water supply, installation of Electric Meter, Transformer and Lift in the newly constructed building and till then Developer shall bear the expenses for the same. The vacant possession of the old premises by the Owners to the Developer shall be made only after accommodation for the owners, as above said, have been arranged by the Developer. Monthly rent for alternate allocation shall be paid by the developer within 1st week of each month. Any subsequent enhancement of rent is also borne by the developer.

11. The Developer will be responsible to bring out the Completion Certificate (CC) from the Panihati Municipality at their own cost, within six months except Act of God or Government delay from the date of possession to the land owners, till that period, any tax liabilities of the new constructed building shall be borne by the developer.

12. The Developer shall be held responsible if any accident takes place at the time of demolition of the existing building or during construction of the proposed building.

13. Any litigation that may arise after the execution of development agreement and signing the power of attorney till the completion of constructed building, the cost for the same will be borne by the developer.

ARTICLE -VII

DEVELOPMENT WORK

1. The owners duly appointed and/or hereby appoint the developer as the contractor and/or developer for carrying out the said project in respect of the said premises on the terms herein recorded.
2. The owners hereby entrust the said project of development of the said premises and/or construction of the said building to the developer herein to be carried out as per the sanctioned building plan and on the terms and conditions herein recorded.
3. The Developer hereby accepts it's appointment as the developer and/or contractor in respect of the said premises and further agree to undertake the said project of development of the said premises in the manner and in terms and conditions herein recorded.

BINAYAK GROUP

Anirban Saha

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

Choudhury
Gargi
Krishna Guha
Sudranta Guha

4. The project of development of the said premises and/or construction of the said building shall be carried in the manner as follows:

(i) By obtaining all necessary clearances, permission approvals, and 'No-Objection' under the provision of the Urban land (Ceiling & Regulation) Act, 1976, as may from time to time necessary for carrying out the development work and/or construction of the building at the said premises by the owners.

(ii) By obtaining sanctioned plan from the Panihati Municipality authorities as may be necessary of the said premises and/or construction of the said building under the Municipal laws as may then be prevailing and/or the rules regulations and bye - laws framed there under by the developer.

(iii) By erecting the proposed multistoried building and other structure in or upon the said land as per the sanctioned plan and he same strictly in accordance with the rules, regulations and bye-laws of the Panihati Municipality.

5. That the land owners take the responsibility of the title of the land, bearing known as municipal Premises/Holding

6. The owners also declare and confirm that in case of delay or default on the part of the owners to cause delivery of vacant and peaceful possession of the said premises in it's entirety to the developer within the reasonable period from the date of sanctioned of the building plan.

7. The owners herein shall be responsible to cause all the existing occupants cum owners to vacate and deliver the vacant and peaceful possession of the said premises to the developer.

8. The owners shall not do any act, deed, thing, matter, nor permit any one to do any act, deed, thing, or matters which may in any manner cause obstruction and/or interference in carrying out and completing of development of the said premises and/or construction of the said building by the developer. The owners shall handover all the certified and/or attested copies of the title deeds and along with the relevant documents and/or

BINAYAK GROUP

Anirudh Saha

Partner

BINAYAK GROUP

Anpeta Chatterjee

Partner

Sunderata Gaha, Krishna Gaha, Gargi Choudhury

papers to the developer simultaneously with the execution of this agreement.

9. The owners shall sign and execute and deliver all necessary paper, application, plans, sketches, maps, design and other documents as may from time to time be required by the developer for obtaining necessary sanction, permission, approval and/or no-objection certificates from the appropriate government authorities and/of the department with regard to the proposed construction of the Building and/or development of the said premises of the said building and/of units thereat.

10. The owners shall as may be from time to time be necessary sign, execute and deliver all applications, papers, documents and declarations to enable the developer to apply and obtain telephone, electricity, sewerage, water connection and other public utility and essential services in or upon the said premises and/or the Building at developers cost.

11. The owners herein shall grant power - of - attorney in favour of the developer to sign on behalf of the owners all applications, paper and documents, agreements and represent the owners before the Panchhat Municipality and other appropriate authorities, government offices and/or departments including telephone, electricity and other authorities and further to apply for the obtain all necessary sanctions, approvals permissions and no-objection certificates as may Be required for carrying out the said development work and/or construction of the said Building.

12. The owners herein shall be responsible to vacate the old premises before the starting of the demolition work of the old existing building and for this purpose the developer shall bear all necessary cost and expenses.

13. The owners herein shall:-

(i) Render best co-operation and assistance to the developer in the matter of development of the said premises and/or construction of the proposed building and also in obtaining all necessary permissions /approval from authorities.

(ii) Not do any act, deed, thing, matter permit anyone to do any act, deed, thing and matter which may in any manner cause obstruction and/or

BINAYAK GROUP

Anish Sah

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

Choudhury

Gargi

Sundera Guba, Krishna Guba

interference in carrying out and complying the development of the said premises and/or construction of the said building by the developer.

(iii) The owners shall sign and execute and deliver all necessary papers, application, plans, sketches, maps, designs and other documents as may from time to time be required by the developer for obtaining necessary sanctions, permissions, approvals and/or no-objections certificates from the appropriate government authorities and/or departments with regard to the proposed construction of the building and/or development of the said premises and for obtaining all other facilities as may be necessary for the beneficial and occupation of the said building/flats/units in the said premises.

(iv) That the owners will execute a General Power of Attorney in favour of the developer authorizing them to sign all the paper, plan and documents as may be required as the constituted attorney of the owners may deem fit and proper and to do everything and to take all action in relation to construction of the new building on the said plot of land on behalf of the owners and to represent the owners before any authority as may be necessary and to negotiate with the prospective buyers of the flats, concerning the municipal Premises/Holding No. 23 & 24, H B Town, Central Road, Plot No.148, Block A, P.S. Khardah, Kolkata- 700110 and Postal Address A/148, H.B.Town, Central Road P.O. Sodepur, Kolkata-700110, 24 Parganas(North) and to take advance amount/money from the said buyers and to acknowledge and grant receipt of the amount so received from the prospective Buyers.

(v) In consideration of the premises after the completion of the development work in respect of the said project in the manner as here in agreed and after the owners have received the delivery of the flats/units of the building forming part of the owner's allocation as per this agreement the owners shall complete the sale by executing the Deed of Conveyance in favour of the developer and/or its nominee transferees in respect of the undivided proportionate share of interest in the said land attributable and/or in relation to several flats/units forming part of the developer's allocation and/or flats/units as may be allotted to the developer on account of the cost to be incurred by the developer on account of Owners as

*Choudhury**Goswami**Suberati Ghosh, Krishna Ghosh*

mentioned in the preceding clauses above by executing and registering appropriate deed/deeds of transfer containing the usual covenants for title provided however that the consideration money as may be receivable on account of sale of undivided proportionate share of interest of the said land attributable and/or in relation to the several flat/units forming part of the developer's allocation and/or those as may be allotted to the developer as aforesaid shall exclusively belong to and/or receivable by the developer.

ARTICLE- VIII

CONSTRUCTION

1. The construction of the said building shall be strictly as per the Municipal laws for the time being in force and/or rules regulations and bye-laws framed there under and further strictly in accordance with the sanction plan in these respect. The developer shall keep the owners absolutely indemnified and harmless against all actions, claims and demands whatsoever as may be made due to construction of the said building and/or violation in rules regulations and bye-laws under the Municipal Laws for the time in force.
2. The developer herein shall be entitled to appoint and employ masons, mistries, engineers, contractors, managers, supervisors and other employees for carrying out the said development work and/or construction of the proposed building as the developer shall think fit and proper. In this respect the developer herein shall solely be responsible and/or liable for payment of supervisors, chowkidars, darwans and also other staff who may be appointed and/or proposed building in this respect, the owners shall not in any manner be responsible.
3. The developer herein shall appoint such architect and engineer for the development work, and/or construction of the proposed building as the developer shall think fit and proper the developer herein shall solely be responsible and/or liable for payment of salaries/wages and/or remuneration of the architects or engineers and in this regard the owners shall in manner not be responsible.

Choudhury

Gangji

Subrata Saha, Krishna Guha.

4. All the cost, charges, expenses for and on development work and/or construction of the proposed building including the owner's allocation shall covered and/or discharged by the developer.

ARTICLE- IX

SPACE- ALLOCATION

1. The total units and/or available space of the building shall be divided and/or distributed between the owners and the developer in the manner herein after stated.
2. The owners shall be entitled to altogether 40% (Forty) percent of the constructed Area, each of them shall be primarily allocated flats as has been more fully and particularly described in the Second Schedule hereunder written. After making such allocation, if owner retains more than 40% then, the owners will pay Rs.2000/- (Two thousand) only per sq. ft. cover area (with proportionate area of stair and lift area) to the Developer and Vice Versa.
3. That the developer shall be entitled to the remaining 60% (Sixty) percent of the constructed Area along with the remaining spaces of the proposed building save and except above mentioned owner's allocation. It is specifically agreed that the developer shall be entitled to own possess, transfer or otherwise dispose of as the absolute owner thereof as per the provision contained as fully and particularly set out in the Third Schedule hereunder written.
4. It is clearly understood by and between the land owner and developer that the habitual possession of land owner's allocation to flats measuring 1417 sqft and 718 sqft. Approx respectively will be handedover by the developer to the land owner before giving the possession of flats to the attending purchasers of flats in the newly constructed buildings from the portion of developers allocation.
5. After allotment of the said unit and other saleable space to the developer out of the owner's allocation as mentioned in the preceding clauses the remaining units and/or saleable spaces to be delivered to the

BINAYAK GROUP

Anisur Sah

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

Choudhury

Gangi

Subrata Ghosh, Krishna Guha.

owners shall firstly be delivered in respect of their allocations in the building.

6. The demarcation and allotment of the units spaces including parking of the building shall be the developer and the same shall be final and binding to all.

7. The owners shall be entitled to sell transfer and let out or otherwise dispose of either on ownership basis or other wise and/or enter agreements of contracts for disposal of the owner's allocation. Similarly the developer shall be entitled to sell, transfer and let out or otherwise dispose of either on ownership basis or otherwise and/or enter into agreements or covenants for disposal of the developer's allocations Provided however and it is agreed and made clear that all agreements, contracts, deeds and documents for the sale or otherwise disposal by the owners of units/saleable spaces forming part of the developer's allocation of the unit/saleable spaces forming part of the developer's allocation shall be drawn up on similar terms, conditions and covenants as may be finalized by the developer.

8. Notwithstanding anything to the contrary contained in these presents it is agreed and made clear that the roof of the proposed building shall at all times be for the common use by the purchaser of the flats and/or occupiers of the units and/or spaces forming part of both the owners and the developer allocation at the building.

9. No consent or authority etc. of the owners is required in the matter of the developer entering into contracts and/or agreements for selling otherwise disposing of flats/units saleable space forming part of the developer allocation and the developer may do so while collecting the earnest money part payment and construction money from transactions and in this regard the owners and developer here by consent to the same.

10. Upon receipts of the owner's allocation the owners shall sign execute and register all agreements and/or contracts for selling or otherwise disposing of the units/saleable space pertaining to the developer's allocation by the developer.

Choudhury

Gang

Sulbranta Saha, Krishna Saha.

BINAYAK GROUP

Anish Saha

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

ARTICLE- X

CONSIDERATION

1. In consideration of the premises and in consideration of the owners appointing the developer as the builder and/or contractor and further allowing the developer to commercially exploit the said premises and to promote/develop the same and also to complete the construction of the said building and also construction of allotment of the developer's allocation, to the developer in the manner as herein agreed, the developer shall at all its own cost and expenses carry out and complete the development work in respect of the said premises and construction of the building and further erect and/or construct several units forming the part of owner's allocation for and on account and on behalf of the owners and/or nominees or transferee/s and make available to the same complete in all respect to be held, owned and possessed by owners and/or their nominee/s and/or transferee/s as absolute owner there of. In this regard to the owners shall not in any manner be liable or responsible to pay the cost of construction or other costs, charges and expenses whatsoever.

2. In consideration of these presents and in consideration of the same developer hereby empowered agreed and expressed under the development of the said premises and 100% construction of the said building and further the developer erecting and/or constructing the several units forming part of the owner's allocation for and on account and on behalf of the owners and/or their transferee/s and/or nominee/s and making the same available to the owners and/or their transferee/s and/or nominee/s to the manner as here in agreed, shall be entitled as absolute owners in respect of the developer's allocation including an undivided proportionate share in the land comprised in the said premises

Choudhury

Gang

Subrata Gaha, Krishna Gaha.

ARTICLE- XI

RATES, TAXES AND MAINTENANCE

1. On and from the issuance of the sanction plan and vacating the existing occupants the developer here in, shall bear and pay the Municipal Taxes and other rates relating to the said building and/or the said land till the developer completing construction of the said building and handing over

BINAYAK GROUP

Anish Saha

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

the same to the owners and in this respect, the owners shall not in any manner be liable or responsible and further the developer shall keep the owners exclusively indemnified and harmless against payment of the same.

2. On and from the date of completion of the project and also making over to the buyers and/or transferees of the several units/saleable spaces forming part of the owner's allocation and the developer's allocation complete in all respect as this agreement the buyers and/or transferees of the said several units and/or saleable spaces of the building shall be responsible to pay and/or shall bear Municipal taxes and other rates taxes and out goings and also to pay the monthly maintenance and service charges on account of their respective units.

3. On and from the date of completion of the construction of the said building the developer herein shall look after manage and administer the day to day maintenance of the building till the formation of the holding organization as herein after provided.

4. The land owners shall not be responsible to pay any maintenance charge or service charge save and except the charges payable for the land owners two(2) Nos. separate flats for their residential purpose.

ARTICLE - XII

HOLDING ORGANIZATION

After the completion of the construction of the building and carrying out the said development work, the developer herein shall cause an associations/society/syndicate to be floated and/or incorporated for the purpose of managing and maintaining and common facilities, common areas and amenities at the said building. The developer herein shall frame the rules, regulation and bye - laws of the holding organization.

Choudhury

Gang

Sundera. Saha. Krishna Guha.

COMMON RESTRICTIONS

1. The owners and/or the developer in the building shall be equally sharing the same restrictions on hand as may be applicable to the developer's allocation in the building and vice versa.
2. The owners and/or the developer shall not permit the use of the respective portions in the building for carrying out any wrongful, offensive, illegal and/or immoral trade or activity, neither use, nor permit the use hereof for any purpose, which may nuisance or hazardous to the other occupiers of the building.
3. The owners and/or developer and/or respective transferees shall not demolish or permit demolition of any wall or structures respectively, in the owner's allocation and/or the developer's allocation or any portion thereof or make any structural alteration therein without the previous consent of the developer and such restrictions may include the open space for immunity and beatification of the project, which may cover the extra land scarping, path - ways lightings, ventilation, passages, etc. for the mutual and beneficial interest of developer's and/or owners and/or respective transferees.
4. The owners and the developer and/or their respective transferees shall keep the sewerages, drainage, pipes and other fittings and fixture and the floor and the ceiling etc., respectively of the owner's allocation and the developer's allocation in the building in good working and repair condition and in particular so.
5. Both the owners and developer here by agree and undertake to sign and execute all deed and documents which may be required for the purpose of smooth implementation of this agreement as and when required.
6. Both the owners and the developer shall be entitled to specific performance of this agreement. None of the parties hereto shall be entitled to dispute the legality and/or validity of this agreement.
7. The Developer at his own cost will provide suitable accommodation to owners till allocation of residential flat is mentioned earlier.

BINAYAK GROUP

Anish Sub

Partner

BINAYAK GROUP

Anpita Chatterjee

Partner

Choudhury

Gang

Krishna Guha.

Subrata Guha.

8. The owners and the developer and/or their respective transferees shall be abide by the all bye-laws, and regulations of the government, Local Bodies, and the holding organization as the case may be and shall attend and be responsible for any deviation and/or breach of the laws, rules and regulations thereof.

ARTICLE -XIV

DOCUMENTATION

All agreements, contracts, deeds, documents for the sale and disposal of the owners allocation to the owners and disposal of the developer's shall be identical, containing the similar terms and conditions and will be prepared by the developer's nominated advocate, subject to the payment of all the legal fees, cost, charges of the said advocate, as decided by Developer from time to time.

Article-XV

Arbitration

Save and except what has been specifically stated hereunder all disputes and differences between the parties out of the meaning, construction, or import of this agreement or their agreement or their respective rights and liabilities, as per this agreement shall be adjudicated by respective rights and liabilities reference to the arbitration within the meaning of the ARBITRATION & CONCILIATION ACT, 1996, and latest amendment and modification thereof from time to time.

Article-XVI

JURISDICTION

All the courts within the landed property's situated jurisdiction and the Hon'ble High Court at Calcutta shall have the jurisdiction to entertain and determine, all actions suits and proceedings arising out of these presents between the parties here to.

Choudhury

Gargi

Subroto Guha. Krishna Guha.

THE DEVELOPER FURTHER DECLARE:-

1. That the developer shall pay all the outstanding taxes regarding the said premises. It is pertinent to mention that Developer will first handed over the physical possession of Owner's Allocation flat then only registered the Developer's Allocation flat and spaces.

THE FIRST SCHEDULE ABOVE REFERRED TO(THE ENTIRE PREMISES)

ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0(Zero) Chitracks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza - Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.148. (Within Block A) R.S. No.45 J.L. No. 8 comprised in C.S. Dag No.853 under C.S. Khatian No.286, Police station - Khardah, District : North 24 Parganas, being Holding No. 23 & 24, Central Road, H E Town, P.O. Sodepur., P.S. Khardah, Kolkata- 700110, 24 Parganas(North) under local limits of Panihati Municipality, Ward No. 20(old) 31(New)under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat. with right to take electric line, tap water line, Gas line, Telephone line, drains etc connections through under and above common passage together with all sorts of easement rights and amenities attached hereto and which is built and bounded in the manner as follows :

ON THE NORTH : Land and Building of Sujal Deb & Ors (Plot No.147);

ON THE SOUTH : Land and Building of Pranayendu Sen Roy & Ors (Plot No.149);

ON THE EAST : Land and Building of Jaladhar Saha & Ors (Plot No.156);

ON THE WEST : 30 feet Municipal Road (on Road);

Choudhury

Gargi

Sudrata Saha, Krishna Guha.

THE SECOND SCHEDULE ABOVE REFERRED TO(Owner's Allocation)

In consideration of giving development right to the Developer the land owners will be entitled to 40% (Forty Percent) of the total constructed area of proposed new Buildings i.e. constructed Flats, car parking area agreed the details of owners allocation of 40%(Forty Percent). Out of which 1(one) No. Flat measuring 1417 sq ft. approx gross covered area (with proportionate area of stair case area and Lift area i.e. 110 sq ft) in the 2nd (Second) floor on the South-West-North side. This flat consisting of 3 (Three) Nos. Bed Rooms, 1No Dining/Living Room 2 (Two) Nos. Kitchen, 3 Nos. Toilet & 2(Two) nos. Balcony and also 1 (one) No. covered Garage measuring about 187 sq ft. approx covered area in the Ground floor on the South-West side for Subrata Guha. Another 1(one) No. flat measuring about 718 sq ft. approx. gross covered area (with proportionate area of stair case area and lift area i.e. 58 sft approx.) in the first floor on the South-West side. This flat consisting of 2(Two) Nos. Bed room, 1 No. Dining/Living room, 1 (one) No. Kitchen, 2(two) Nos. Toilets and 1(one) No., Balcony for Krishna Guha & Gargi Choudhury (jointly).

The developer will deposit Rs.21,22,000/- (Rupees Twenty One Lacs Twenty Two Thousand Only) to Subrata Guha and 38,94,000/- (Rupees Thirty Eight Lacs Ninety Four Thousand Only) to Krishna Guha and Gargi Choudhury (jointly) to the land owner. The said amount will be paid by the Developer to the land owners in the following manner.

Subrata Guha

1. Rs.10,00,000/- (Rs. Ten Lacs) only at the time of Registration of Development agreement and Power of Attorney.
2. Rs.3,74,000/- (Rs.Three Lacs Seventy Four Thousand) only at the time of end of 5th (Fifth) floor casting.

Gargi Choudhury

Krishna Guha

Subrata Guha

3. Rs. 3,74,000/- (Rs. Three Lacs Seventy Four Thousand) only at the time of end of Brick Works.

4. Rs. 3,74,000/- (Rs. Three Lacs Seventy Four Thousand) only at the time of possession of Flat to the land owner.

Krishna Guha & Gargi Choudhury

1. Rs. 15,00,000/- (Rs. Fifteen Lacs) only at the time of Registration of Development agreement and Power of Attorney.

2. Rs. 7,98,000 (Rs. Seven Lacs and Ninety Eight Thousand) only at the time of end of 5th (Fifth) floor casting.

3. Rs. 7,98,000/- (Rs. Seven Lacs and Ninety Eight Thousand) only at the time of end of Brick Works.

4. Rs. 7,98,000/- (Rs. Seven Lacs and Ninety Eight Thousand) only at the time of possession of flat to the land owner.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

The developer shall be entitled to remaining 60% (Sixty) percent of total constructed area the new building of the units and/or space along with the remain other spaces of the proposed building, save and except the above mentioned owner's allocation, of the newly constructed building in the said premises. It is specifically agreed the developer shall be entitled to own, possess, transfer and otherwise dispose of all the absolute owners there of as per the provisions contained to be called "Developer's Allocation" on account of it's ownership right to use, occupy and enjoy their share and/or allocation, either for the residential purpose or commercial purposes in any manner whatsoever save and except any immoral and/or illegal purpose. (The roof of the building shall remain common to all).

THE FOURTH SCHEDULE ABOVE REFERRED TO

SPECIFICATION AND AMENITIES

- BUILDING** : Building comprising Multi-Storied(G+4) with Lift facilities as per sanction plan of Panihati Municipality.
- FOUNDATION** : R.C.C. raft on columns, concrete piling with SRMB good quality Steel and good quality Cement (UltraTech/JSW/ACC/Ramco), (Iron brand, Gagari, Captain/Durgapur/ Ankit/Prestige), good quality approved (ISI) branded steel and cement.
- STRUCTURES** : R.C. Columns, beams, and R.C. slabs and R.C. beams and columns plus brick with cement and sand mortar as per sanctioned Municipal structural drawing.
- WALLS & CEILING** : 8" thick external brick walls and 4" internal walls, (Block- Autoclave, Ariedated Cone Block/ ACC/Slab) chemical with cement, sand, mortar, cement plaster, with external walls only front side and good quality weather coat finish.
- Outside wall - 8" / 200 mm. thick (Block).
- Inside wall - 5" / 125 mm. and 3" / 75mm (Brick) thick, with cement mortar. All internal walls and interiors will finished with wall putty J.K./Birla white putty of approved brand.

Chowdhury

Ganguli

Subrata Guha, Krishna Guha.

FLOORING

Partner

All floor of Bed Rooms, Living/dining Balcony, kitchen, will be white marble (thickness 15mm. to 18mm. Marwa finish. Height of skirting will be 6" (Six) from floor level of same specification. Toilet and W.C. floor will be anti craft tiles.

STAIRCASE

Stair Case made by the good quality white & toilets made by Marble finish

GARAGE

Garage shall be completed in all respect. A rolling shutter fixed in front of Garage. Electric connection also to be installed, Floor Net Cement finish.

DOORS

Internal doors, flush doors with hush bolt having, main doors 30 mm flush doors all door frame of Wooden (Shal). All door frame will be made of Sal wood with approved size (4'x4') (4'x3') internal doors, flush door with hush bolt main door 30mm. flush door (SI) including all fittings with Tower bolt and door ring. Poly doors/PVC doors and frames will be provided in all toilets and W.C.

WINDOWS

All windows will be branded Aluminium sliding with fully glass panel cover with (branded steel) grill. Fully enamel sliding with glass fitting cover with grill and Varanda grill height 2.5 ft.

TOILETS & FITTINGS

Branded ceramic digital tiles will be fitted up to a height of 6' from floor level in all

Choudhury
 Gauri
 Subrat. Guha. Krishna Guha.

BINAYAK GROUP

Anjan Saha
Partner

BINAYAK GROUP

Arpita Chatterjee
Partner

KITCHEN

toilets and W.C.

Anglo Indian Comode in all Toilets and W.C including P.V.C. low down cistern will be provided All porcelain fitting will be white (parryware or Hindware). cistern etc. (6' Ft. height white glazed tiles to be fitted on 3 sides of the bath room. Two Tap and one Shower. One gyser point in the each master toilet.

One No. exhaust fan from the outlet of 9" dia will be provided in each Toilet and W.C.

Two Nos. Bibcock (chromium plated) and one no. shower will be provided in each Toilet. One no. Bibcock will be provided in W.C.

Kitchen table top will be made of 2'-6" wide green marble

Ceramic Digtai tiles will be fitted on the back side wall of table and sink up to a height of roof level from table top level and one no. ISI branded steel sink and 2 nos. Bibcock (c.p.) also provided in each kitchen.

One no. Aqua guard point will be provided. One no exhaust Fan of 7" dia will be provided. Each Kitchen shall have 2 Nos. light point 1No. chimney point.

Stair case shall have 1No. light point in each landing areas.

BINAYAK GROUP

Ankit Saha
Partner

BINAYAK GROUP

Arpita Chatterjee
Partner

Georgi Chowdhury
Subrata Saha, Ishma Saha.

One light and 1.5 amp plug point at Balcony.

1 No. calling bell point in each flat.

COOKING PLATFORM : Black stone top slab on cooking platform and Steel sink cock 3' Ft. height glazed tiles. Two Tap connections and wash basin (Dining)

ELECTRICAL : Concealed conduit piping with copper wirings like FINOLEX or Havels wire.

Branded modular switch will be provided.

Each bed room 3 nos. Light point 2 Nos. Fan point 4 Nos. 5 amp plug point with switch board having provisions of setting Fans, Regulator in each room. (Two bed room - AC Point).

Living - Dining Room.

4Nos. Light point 2 Nos. Fan point with Regulator, 2 Nos. plug point (5amp). Also 4Nos. plug point (15amp) for Refrigerator, Micro-oven, Mixture/Grinder machine and one no. extra will be provided.

a) 2 nos. light points, 1 no. fan point, and 1 no. 15 amp. Plug points with switch board having provisions of setting fans regular in each rooms. Two A.C Point in Master Bed room. (For Krishna Guha & Gargi Guha

BINAYAK GROUP

Anish Saha
Partner

BINAYAK GROUP

Arpita Chatterjee
Partner

BINAYAK GROUP

Anish Saha
Partner

BINAYAK GROUP

Arpita Chatterjee
Partner

Choudhury
Gargi
Subrata Guha, Krishna Guha.

Choudhury

b) Drawing/Dining hall shall have 2 nos. light points, 1 no. fan point, 2 nos. 15 amp. plug point, 2 nos. 5 amp. plug point. (For Krishna Guha & Gargi Guha Choudhury)

c) Kitchen shall have 1 no. light point, 1 no. exhaust fan point.

The Developer shall provide 3 Nos. separate Electric Meter with connection to the land owners. Out of which 2 Nos. Meter for Subrata Guha and 1 No. Meter for Krishna Guha and Gargi Choudhury.

The land owners shall not pay any amount or charge towards installation of Transformer and or bringing Electric connection to the newly constructed building.

f) Toilet one light point and one exhaust fan

WATER SUPPLY:

Pumping arrangement to overhead Reservoir from underground water through 2 Nos. Tube well and Submersible pump. Individual water connection in each flat. All internal pipe line will be concealed Tata G.I. of required dia PVC of supreme brand. Existing 2 Nos. Municipal water connection not to be disturbed (if Municipal Permission)

LIFT FACILITIES: Lift will be installed by Developer at his own cost for the proposed building.

Miscellaneous: - 1. One no lift may be provided at flat(toilet)

2. Provision of Letter Box should be provided.

ROOF TREATMENT: The roof of the Top floor is free from any type of leakage including stagnant water of rainfall. The builder should initiate to apply the leak proof material for top floor roof before handing over.

BINAYAK GROUP

Anish Sah
Partner

BINAYAK GROUP

Anpita Chatterjee
Partner

BINAYAK GROUP
Anish Sah
Partner

BINAYAK GROUP
Anpita Chatterjee
Partner

Choudhury

Gargi

Subrata Guha, Krishna Guha.

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

SIGNED SEALED AND DELIVERED

By the above named LAND OWNERS

& DEVELOPER in the presence of

Witnesses:

1. *Barnatan Saha*
6, Gel Post Office
Kolkata.

Subrati Guha.

Krishna Guha.
Gargi Choudhury

2. *Buddhadit Mukherjee*
6, Gel Post Office St
Kolkata

SIGNATURE OF THE LANDOWNERS

BINAYAK GROUP
Avisir Saha
Partner

BINAYAK GROUP
Anon Saha
Partner

BINAYAK GROUP
Arpita Chatterjee
Partner

SIGNATURE OF THE DEVELOPER

Prepared in my Office,

Goutam Chakraborty

BINAYAK GROUP
Arpita Chatterjee
Partner

GOUTAM CHAKRABORTY,
ADVOCATE



High Court, Calcutta

Reg. No. WB/1415/1999

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the within mentioned non refundable security money of Rs. 10,00,000 /- (Rs. Ten Lacs) only in the following manner.

Paid by A/c Payee Cheque Vide No.000001

Drawn on Bank of Baroda, Baranagar Br

Dated 08.11.2019

Rs.10,00,000/-

.....
Total (Rs. Ten Lacs) only

Rs.10,00,000 /-

WITNESSES

1. *Sanilam Saha*

2. *Buddhadit Mulherjee*

Subrata Guha
Signature of the

Owner (Subrata Guha)

BINAYAK GROUP

Anirudh Saha

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the within mentioned non refundable security money of Rs. 15,00,000/- (Rs. Fifteen Lacs) only in the following manner.

Paid by A/c Payee Cheque Vide No.000002

Drawn on Bank of Baroda, Baranagar Br

Dated 08.11.2019

Rs. 15,00,000/-

.....

Total (Rs. Fifteen Lacs) only

Rs. 15,00,000/-

WITNESSES

1. *Buddha Sati*

2. *Buddha Sati*

2

Krishna Guba

Gargi Choudhury
Signature of the

Owners (Krishna Guba & Gargi
Choudhury)

BINAYAK GROUP

Anish Saha
Partner

BINAYAK GROUP

Amrita Chatterjee
Partner

Signature of the
executants/Vendors
(Developers/
Presentants

Subrodi Saha



					L H
Little	Ring	Middle (Left hand)	Fore	Thumb	
					R H
Thumb	Fore	Middle (Right Hand)	Ring	Little	

Krishna Guha



Little	Ring	Middle (Left hand)	Fore	Thumb	
Thumb	Fore	Middle (Right Hand)	Ring	Little	

Gargi Choudhary



Little	Ring	Middle (Left hand)	Fore	Thumb	
Thumb	Fore	Middle (Right Hand)	Ring	Little	

BINAYAK GROUP
Anil Saha
Partner

BINAYAK GROUP
Anita Chatterjee
Partner

Signature of the
executants/Vendors
(Developers/
Presentants)

Anirudh Subh



Little Ring Middle (Left hand) Ring Little

L
H



Thumb Fore Middle (Right Hand) Ring Little

R
H

Aspita Chatterjee



Little Ring Middle (Left hand) Fore Thumb



Thumb Fore Middle (Right Hand) Ring Little



Little Ring Middle (Left hand) Fore Thumb



Thumb Fore Middle (Right Hand) Ring Little

BINAYAK GROUP
Anirudh Subh
Partner

BINAYAK GROUP
Aspita Chatterjee
Partner

स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER
ADHPG0406E



नाम / NAME
SUBRATA GUHA

पिता का नाम / FATHER'S NAME
SUDHENDU GUHA

जन्म तिथि / DATE OF BIRTH
29-05-1954

हस्ताक्षर / SIGNATURE






आयकर अधिनियम, 1961
 COMMISSIONER OF INCOME-TAX, W.D. - 22

BINAYAK GROUP
Anish Saha
 Partner

BINAYAK GROUP
Aspita Chatterjee
 Partner

इस कार्ड के धारक / गिना जाने पर कृपया जारी करने वाले अधिकारी को सूचित / अवगत कर दें।
 सहायक आयकर अधिकारी,
 को-7,
 चौमारी बंगला,
 कलकत्ता - 700 069.

In case this card is lost/used kindly inform/return to the issuing authority :
 Assistant Commissioner of Income-tax,
 Co-7,
 Chowmari Square,
 Calcutta- 700 069.

Subrata Guha

भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

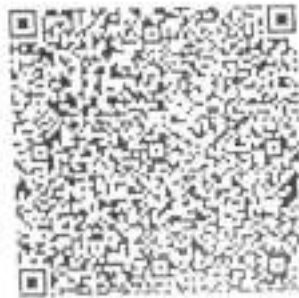
ভাটিকাভুক্তিৰ নম্বৰ/Enrolment No.: 2078/07860/00047

Subrata Guha (মুহূৰ্ত্ত গুহা)

S/O: Sudhendu Guha, A/148 HB TOWN, CENTRAL
ROAD, Panihati (m), North 24 Parganas,
West Bengal - 700110

আপনার নংখ্যা/Your Aadhaar No.:

3290 3635 8449



আমার আধার, আমার পরিচয়



1447



mail@uidai.gov.in



www.uidai.gov.in

- এই আধার কার্ডে মাত্র একবারই ভাটিকাভুক্তি কৰাৰ বাবে বাধ্যতা আছে।
- অনুগ্রহ কৰে আপনাকে বৰ্তমান মোবাইল নম্বৰ এবং ই-মেইল ঠিকনা পৰীক্ষিত কৰুন। এতে ভবিষ্যতে আপনাকে বিভিন্ন সুবিধা পাবার সম্ভাৱনা আছে।

- এই আধাৰ নম্বৰটো পৰিচয়ৰ প্ৰমাণ, নাগৰিকত্বৰ প্ৰমাণ নহয়।
- পৰিচয়ৰ প্ৰমাণ অনলাইন আধাৰভিত্তিক দ্বাৰা লাভ কৰিব।
- এটা এক ইলেক্ট্ৰনিক প্ৰতিভাৱে তৈৰী পত্ৰ।

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

BINAYAK GROUP

Anish Guha

Partner

BINAYAK GROUP

Aspita Chatterjee

Partner

Signature Not Verified
Digitally signed by Anish Guha
UIDAI ID: 2078/07860/00047
Date: 2018.04.10 14:47:15 IST



भारत सरकार
GOVERNMENT OF INDIA



মুহূৰ্ত্ত গুহা
Subrata Guha
ভাটিকাভুক্তি/DOB: 29/05/1958
পুৰুষ / MALE



3290 3635 8449

আমার আধার, আমার পরিচয়

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY

ঠিকানা:

সে.ও. সুধেন্দু গুহা, ১৪৮
এই বি টাউন, সেন্ট্রাল রোড
পানিহাটী (সম), উত্তর ২৪
পার্গানা,
বঙ্গদেশ - ৭০০১১০

Address:

S/O: Sudhendu Guha A/148 HB
TOWN, CENTRAL ROAD,
Panihati (m) North 24 Parganas
West Bengal - 700110

3290 3635 8449

MERA AADHAAR, MERI PEHACHAN



ভারতীয় বিনয়িত পৰিচয় প্রাধিকার
 ভারত সরকার
 Unique Identification Authority of India
 Government of India
 ভূমিকাভুক্তির আই ডি/Enrollment No.: 1040/19573/57544

To
 গার্গী চৌধুরী
 Gargi Choudhury
 140/14 N.S.C. BOSE ROAD
 Regent Park S.O
 Regent Park Kolkata
 West Bengal 700040



আপনার আধার সংখ্যা/ Your Aadhaar No. :
7273 7538 1096
 আধার - সাধারণ মানুষের অধিকার

BINAYAK GROUP
Anish SA
 Partner

BINAYAK GROUP
Anpita chatterjee
 Partner

ভারত সরকার
 GOVERNMENT OF INDIA



গার্গী চৌধুরী
 Gargi Choudhury
 পিতা : সুকাল্যান গুহা
 Father : SUKALYAN GUHA
 জন্ম তারিখ / Year of Birth : 1978
 লিঙ্গ / Gender :

7273 7538 1096

আধার - সাধারণ মানুষের অধিকার





BINAYAK GROUP

Anil S

Partner

BINAYAK GROUP

Neeta Chatterjee

Partner

भारतीय विशिष्ट पहचान प्राधिकरण
 भारत सरकार
 Unique Identification Authority of India
 Government of India

लिनिकाइडिंग नम्बर/Enrolment No.: 2078/07880/00045

Date: 17/04/2018
 Krishna Guha (कृष्णा गुहा)
 W/O: Sukalyan Guha, A/148 H B TOWN, CENTRAL
 ROAD, Panirati (m), North 24 Parganas,
 West Bengal - 700110

- आधार परिचयपत्र प्रमाण, नागरिकत्व प्रमाण नभ
- परिचयपत्र प्रमाण अमरुईन आधिकारिकपत्र प्रमाण माह करण
- एक एक इलेक्ट्रॉनिक लिपिमात्र ठेकी पत्र

3260 8423 8430



- is a proof of identity, not of citizenship
- To establish identity, authenticate online.
- This is electronically generated letter.

BINAYAK GROUP
 Anish SA
 Partner

BINAYAK GROUP
 Anupita Chatterjee
 Partner

Digitally signed by Unique Identification Authority of India
 DN: cn=Unique Identification Authority of India, o=UAI, ou=UAI, email=ua@ua.gov.in, c=IN

1847
 1947-2018
 www.uidai.gov.in

- पानी देना मज
- अधिकांश जग अजानत आवायें लिनिकाइडिंग करत
- आवश्यकता अरु।
- अधिकांश कर अजानत इतिहास अजानत मजद एर इ-सेवा ठेकना
- परीक्षा करण। अठ अधिकतम अजानत विविध सुविधा पडना मजद
- पान।

- is valid throughout the country.
- You need to enrol only once for
- Please update your mobile number and e-mail address. This will help you to avail various services in future.

भारत सरकार
 GOVERNMENT OF INDIA



कृष्णा गुहा
 Krishna Guha
 जन्मदिन/ DOB: 11/05/1951
 लिंग: FEMALE



3260 8423 8430

आधार नम्बर, आधार परिचय

भारतीय विशिष्ट पहचान प्राधिकरण
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:
 अड्रेस: सुकल्याण गुहा, 37/148
 टाउन सेंट्रल रोड,
 पानिराटी (म), उत्तर 24
 पारगना, पश्चिम बंगाल
 पिन कोड 700110

3260 8423 8430

MERA SADHAAR, MERI PEHACHAN

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KRISHNA GUHA
PARITOSH KUMAR GHOSH
13/05/1951



Permanent Account Number
AVGPG8104Q



Krishna Guha
Signature

BINAYAK GROUP

Anish S.J.

Partner

BINAYAK GROUP

Anpita Chatterjee

Partner

For any services and to best friend, kindly inform/ inform us:
Income Tax, PST, Services UWA, VSTISL
114/201, 3, Sector 11, CWD, Kalyan,
Dist. Mumbai - 400014

आयकर सेवा, पत्र सेवा, सर्वोत्तम मित्र को सूचित करें:
आयकर सेवा, पत्र सेवा, सर्वोत्तम मित्र को सूचित करें:
114/201, 3, सेक्टर 11, सी.डी.ओ. कल्याण,
जिल्हा मुंबई - 400014

BINAYAK GROUP
Amiya Saha
Partner

BINAYAK GROUP
Arpita Chatterjee
Partner



BINAYAK GROUP

Amiya Saha
Partner

BINAYAK GROUP

Arpita Chatterjee
Partner



ভারত সরকার

Unique Identification Authority of India



সনাক্তকরণ আইডি / Enrollment No.: 1111/87624/00077

To
Avjit Saha
অজিত সহা
39
J.N. BANERJEE LANE
Baranagar (m)
Baranagar, North 24 Parganas
West Bengal - 700036

BINAYAK GROUP

Avjit Saha

Partner



KL750027627FT
16000782



BINAYAK GROUP

Arpita Chatterjee

Partner

আপনার আধার সংখ্যা / Your Aadhaar No. :

6473 2563 7479

আধার - সাধারণ মানুষের অধিকার



অজিত সহা
Avjit Saha
পিতা : বসুদেব সহা
Father : Basudev Saha

৯৯০১৫০০৯ ১০০১১০১১
পুরুষ / Male

6473 2563 7479



আধার - সাধারণ মানুষের অধিকার

Avjit Saha

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

ANIL SANA

BASUDEV SANA

123456789

Permanent Account Number

GPFSB883R

Signature



BINAYAK GROUP

Anil Sana

Partner

Anil Sana

BINAYAK GROUP

Aspita Chatterjee

Partner



Arpila Chatterjee

BINAYAK GROUP

Anish SA

Partner

BINAYAK GROUP

Arpila Chatterjee

Partner



भारतीय पहचान प्रणाली

भारत सरकार
Unique Identification Authority of India

Enrollment No.: 1528/65103/21942

To
Arpita Chatterjee
W/O, Arindam Chatterjee
28/1C JAY NARAYAN BANERJEE LANE
P.S. BARANAGAR
Baranagar (m)
Baranagar

North 24 Parganas North 24 Parganas
West Bengal 700036
9830624100



MD280177591PH



BINAYAK GROUP

Arpita Chatterjee

Partner

आपका आधार क्रमांक / Your Aadhaar No. :

2204 1805 0769

मेरा आधार, मेरी पहचान

BINAYAK GROUP

Arpita Chatterjee

Partner



Arpita Chatterjee
DOB : 23/01/1985
Female



2204 1805 0769

मेरा आधार, मेरी पहचान

Arpita Chatterjee

GOVERNMENT OF WEST BENGAL
INDIAN UNION DRIVING LICENCE

Driving Licence No: **WB-0120120932926**

Name: **GOURA SURABORTY**

Address:
4 OLD POST OFFICE STREET
ROOM-75 INC. 108 PS-HARE
STREET 700001

SIGNATURE: T.P. CHAKRABORTY

Date of Issue	26/04/2017	Blood Group	U
VALID THRU (MT)	10/09/2024	Date of Birth	11/03/1978
VALID THRU (LT)	X		

Issuing Authority: P.V.D. Kolkata. Issuing Authority Sign: *[Signature]*

BINAYAK GROUP

Anish Saha
Partner

BINAYAK GROUP

Aspida Chatterjee
Partner

Major Information of the Deed

Deed No :	I-1904-10243/2019	Date of Registration	08/11/2019
Query No / Year	1904-0001669105/2019	Office where deed is registered	
Query Date	31/10/2019 10:08:13 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	GOUTAM CHAKRABORTY 6, OLD POST OFFICE STREET, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9433222175, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs 25,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,17,31,247/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article 48(g))	Rs. 25,105/- (Article E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S.- Khardaha, Municipality: PANIHATI, Road: H. B. Town Central Road, Mouza: SODEPUR, Premises No: 23 24, Ward No: 31, Holding No 23 24 JI No: 0, Touzi No: 178 Pin Code : 700110

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-853	RS-288	Bastu	Bastu	5 Katha	1/-	1,09,99,997/-	Property is on Road Adjacent to Metal Road,
Grand Total :					8.25Dec	1/-	109,99,997/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	7,31,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 500 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1000-sq ft	1/-	7,31,250/-	

BINAYAK GROUP










Anon S.R.
Partner

BINAYAK GROUP

Aspita Chatterjee
Partner

Lord Details :

Name,Address,Photo,Finger print and Signature

1	Name	Photo	Finger Print	Signature
	Mr SUBRATA GUHA Son of Late Sudhendu Guha Executed by: Self, Date of Execution: 08/11/2019 , Admitted by: Self, Date of Admission: 08/11/2019 ,Place : Office	 <small>08/11/2019</small>	 <small>LTI 08/11/2019</small>	 <small>08/11/2019</small>
A/148, H B Town, Central Road, P.O:- Sodepore, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADHPG0406E, Aadhaar No: 32xxxxxxxx8449, Status :Individual, Executed by: Self, Date of Execution: 08/11/2019 , Admitted by: Self, Date of Admission: 08/11/2019 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mrs KRISHNA GUHA Wife of Late Sukalyan Guha Executed by: Self, Date of Execution: 08/11/2019 , Admitted by: Self, Date of Admission: 08/11/2019 ,Place : Office	 <small>08/11/2019</small>	 <small>LTI 08/11/2019</small>	 <small>08/11/2019</small>
A/148, H B Town, Central Road, P.O:- Sodepore, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AVGPG8104Q, Aadhaar No: 32xxxxxxxx8430, Status :Individual, Executed by: Self, Date of Execution: 08/11/2019 , Admitted by: Self, Date of Admission: 08/11/2019 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	Mrs Gargi Choudhury Wife of Mr Shamik Choudhury Executed by: Self, Date of Execution: 08/11/2019 , Admitted by: Self, Date of Admission: 08/11/2019 ,Place : Office	 <small>08/11/2019</small>	 <small>LTI 08/11/2019</small>	 <small>08/11/2019</small>
140/14,N.S.C. Bose Road, P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AOBPC9600B, Aadhaar No: 72xxxxxxxx1096, Status :Individual, Executed by: Self, Date of Execution: 08/11/2019 , Admitted by: Self, Date of Admission: 08/11/2019 ,Place : Office				

BINAYAK GROUP

Anjan Saha
Partner







BINAYAK GROUP

Arpita Chatterjee
Partner


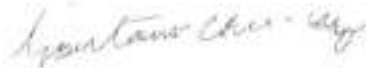
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>BINAYAK GROUP 28/3, Joy Narayan Banerjee Lane, P.O - BARANAGAR, P.S - Baranagar, District -North 24-Parganas, West Bengal, India, PIN - 700036 , PAN No. : AAVFB0671R, Aadhaar No Not Provided by UIDAI, Status : Organization Executed by: Representative</p>


Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name Mr AVIJIT SAHA (Presentant) Son of Mr BASUDEB SAHA Date of Execution - 08/11/2019 , Admitted by: Self, Date of Admission: 08/11/2019, Place of Admission of Execution: Office</p>			<p>Signature </p>
	<p>Nov 8 2019 12:30PM</p>	<p>LT 08/11/2019</p>	<p>08/11/2019</p>	
	<p>39, Joy Narayan Banerjee Lane, P.O - BARANAGAR, P.S - Baranagar, District -North 24-Parganas, West Bengal, India, PIN - 700036, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. : CFIPS8983R, Aadhaar No: 64xxxxxxxx7479 Status : Representative, Representative of : BINAYAK GROUP (as authorised signatory and partner)</p>			
2	<p>Name Mrs Arpita Chatterjee Wife of Mr Arindam Chatterjee Date of Execution - 08/11/2019 , Admitted by: Self, Date of Admission: 08/11/2019, Place of Admission of Execution: Office</p>			<p>Signature </p>
	<p>Nov 8 2019 12:32PM</p>	<p>LT 08/11/2019</p>	<p>08/11/2019</p>	
	<p>28/1/C, Joy Narayan Banerjee Lane, P.O - Baranagar, P.S - Baranagar, District -North 24-Parganas, West Bengal, India, PIN - 700036, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. : AUKPC3674Q, Aadhaar No: 22xxxxxxxx0769 Status : Representative, Representative of : BINAYAK GROUP (as authorised signatory and partner)</p>			

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr GOUTAM CHAKRABORTY Son of Mr T P CHAKRABORTY 6, O P O ST, P.O - GPO, P.S - Hare Street, Kolkata, District -Kolkata, West Bengal, India, PIN - 700001</p>			<p></p>
	<p>08/11/2019</p>	<p>08/11/2019</p>	<p>08/11/2019</p>

Identifier Of Mr SUBRATA GUHA, Mrs KRISHNA GUHA, Mrs Gargi Choudhury, Mr AVIJIT SAHA, Mrs Arpita Chatterjee

BINAYAK GROUP

 Partner

BINAYAK GROUP

 Partner

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SUBRATA GUHA	BINAYAK GROUP-4 125 Dec
2	Mrs KRISHNA GUHA	BINAYAK GROUP-2.0625 Dec
3	Mrs Gargi Choudhury	BINAYAK GROUP-2.0625 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SUBRATA GUHA	BINAYAK GROUP-500.00000000 Sq Ft
2	Mrs KRISHNA GUHA	BINAYAK GROUP-250.00000000 Sq Ft
3	Mrs Gargi Choudhury	BINAYAK GROUP-250.00000000 Sq Ft

Endorsement For Deed Number : I - 190410243 / 2019

On 08-11-2019

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 12:16 hrs on 08-11-2019, at the Office of the A.R.A. - IV KOLKATA by Mr AVIJIT SAHA.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,17,31,247/-

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

Execution is admitted on 08/11/2019 by 1. Mr SUBRATA GUHA, Son of Late Sudhendu Guha, A/148, H B Town, Central Road, P.O: Sodepore, Thana: Khardaha, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Retired Person, 2. Mrs KRISHNA GUHA, Wife of Late Sukalyan Guha, A/148, H B Town, Central Road, P.O: Sodepore, Thana: Khardaha, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession House wife, 3. Mrs Gargi Choudhury, Wife of Mr Shamik Choudhury, 140/14,N.S.C. Bose Road, P.O: Regent Park, Thana: Regent Park, South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession House wife

Identified by Mr GOUTAM CHAKRABORTY, Son of Mr T P CHAKRABORTY, 6, O P O ST, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 08-11-2019 by Mr AVIJIT SAHA, authorised signatory and partner, BINAYAK GROUP (Partnership Firm), 28/3, Joy Narayan Banerjee Lane, P.O:- BARANAGAR, P.S - Baranagar, District-North 24-Parganas, West Bengal, India, PIN - 700036

Identified by Mr GOUTAM CHAKRABORTY, Son of Mr T P CHAKRABORTY, 6, O P O ST, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 08-11-2019 by Mrs Arpita Chatterjee, authorised signatory and partner, BINAYAK GROUP (Partnership Firm), 28/3, Joy Narayan Banerjee Lane, P.O:- BARANAGAR, P.S - Baranagar, District-North 24-Parganas, West Bengal, India, PIN - 700036

Identified by Mr GOUTAM CHAKRABORTY, Son of Mr T P CHAKRABORTY, 6, O P O ST, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

BINAYAK GROUP

Subrata Guha

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,105/- (B = Rs 25,000/- , E = Rs 21/- , J = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 25,105/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/11/2019 7:01PM with Govt. Ref. No. 192019200090288448 on 06-11-2019, Amount Rs: 25,105/-, Bank
SBI EPay (SBIPay), Ref. No. 0686907449702 on 06-11-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000/-,
by online = Rs 15,021/-
Description of Stamp

1. Stamp. Type: Impressed, Serial no 134350, Amount: Rs.5,000/-, Date of Purchase: 05/11/2019, Vendor name: S
MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/11/2019 7:01PM with Govt. Ref. No. 192019200090288448 on 06-11-2019, Amount Rs: 15,021/-, Bank
SBI EPay (SBIPay), Ref. No. 0686907449702 on 06-11-2019, Head of Account 0030-02-103-003-02



Tridip Misra

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

Kolkata, West Bengal

BINAYAK GROUP

Anish Saha
Partner

BINAYAK GROUP

Arpita Chatterjee

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1904-2019, Page from 511570 to 511637
being No 190410243 for the year 2019.



Digitally signed by TRIDIP MISRA
Date: 2019.11.13 11:42:52 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 13-11-2019 11:42:46
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

BINAYAK GROUP

Anon Saha

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

(This document is digitally signed.)