

11140/18

T-10538/2018



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 269978

Certified that the document is authentic in replication. The Signature Sheet and endorsement Sheets Attached to the document are the part of the document.

Additional District Sub-Registrar  
 Calcutta, Dum Dum, 24-Pgs. (NCJSD)

30 DEC 2018

10/12  
 12-50 p  
 B-1845670  
 7-72292d  
 + 8881-1162088  
 18881-1162088  
 cement 81

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 10th day of December, 2018 (Two Thousand and Eighteen) A.D.

BETWEEN

KOUSIK SAHA  
District Judge's Court, Barasat  
North 24 Parganas  
10 OCT 2018  
S. C. ...  
2 & 3, P. S. ...

10 OCT 2018

Kousik Saha  
s/o Mr. Advocate  
Barasat Judge's Court,  
P.O + P.S - Barasat  
Kul - 129  
North 24 - Parg



Additional District Sub-Registrar  
Circulars Bureau - Date 24 Parganas

18 DEC 2018



(1) **MR. TAPAN KUMAR BANERJEE (PAN-DCUPB4621M)**, son of Late Dinesh Chandra Banerjee, by Occupation-Retired, residing at P-60/B, Motijheel Avenue, Post Office-Motijheel, Police Station- Dum Dum, Kolkata- 700074, District- North 24-Parganas, (2) **MRS. SABITA BANERJEE (PAN-APTPB4576J)**, wife of Late Swapan Kumar Banerjee, by Occupation-Housewife, (3) **MR. SUBHAM BANERJEE (PAN-APTPB4575M)**, son of Late Swapan Kumar Banerjee, by Occupation-Service, both are residing at P-67, Motijheel Avenue, Post Office-Motijheel, Police Station- Dum Dum, Kolkata- 700074, District- North 24-Parganas, (4) **MR. DEBAL KUMAR BANERJEE (PAN-AESPBS048K)**, son of Late Dinesh Chandra Banerjee, by Occupation-Service, residing at P-37A, Motijheel Avenue, Post Office-Motijheel, Police Station- Dum Dum, Kolkata- 700074, District- North 24-Parganas, all are by faith-Hindu, by Nationality-Indian, hereinafter jointly referred to and called as the "**OWNERS/ VENDORS**" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs/heirss, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART**;

**AND**

"**OM SAI DEVELOPERS**" (PAN-AAFFO9508C), a Partnership Firm, having its office at 353, Jessore Road, P.O.-Motijheel, P.S.-Dum Dum, Kolkata- 700 074, District-North 24 -Parganas, represented by its Partners, (1) **SRI MANISH AGARWAL (PAN-CCAPA1524M)**, son of Sri Bajrang Agarwal, residing at 20, Ramdhan Mitra Lane, Post office-Shyambazar, Police Station-Shyampukur, Kolkata-700 004, District-Kolkata, (2) **SRI RAJU BISWAS (PAN-ALUPB6184B)**, son of Sri Alope Biswas, residing at 21, Nagerbazar Road, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700 074, District-North 24-Parganas, (3) **SRI SAMRAT DUTTA (PAN- AJJPD8022B)**, son of Sri Panchu Gopal Dutta, residing at 50, R.N. Guha Road, Post office & Police Station - Dum Dum, Kolkata-700028, District-North 24-Parganas, all are by faith- Hindu, by occupation-Business, by Nationality-Indian, hereinafter jointly referred to and called as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, executors, successors-in-office, administrators, legal representatives and assigns) of the **SECOND PART**.



**WHEREAS** one Anadi Nath Banerjee was the sole and absolute owner in respect of 01 Bigha 13 Cottahs 04 Chittacks 05½ sq. ft. more or less situated at Mouza- Bagjola and Satgachi, being Plot Nos.38 and 39, of the place known as Motijheel, having Premises No.- 60, Motijheel Avenue, under P.S.- Dum Dum, District- 24-Parganas and constructed pucca structure thereon.

**AND WHEREAS** aforesaid Anadi Nath Banerjee out of his love and affection to his only daughter Smt. Anima Rani Devi, gifted, conveyed and transferred ALL THAT piece and parcel of Bastu land measuring about 08 Cottahs 10 Chittacks 40 sq. ft. land more or less, situated at Mouza- Bagjola, J.L. No.-21, Re Sa No.- 68, comprised on C.S. Dag No.-476, R.S. Dag No.-1888, under C.S. Khatian No.-188, R.S. Khatian No.-285, being Plot No.-60B, Motijheel Avenue, under P.S.- Dum Dum, District- 24-Parganas and the said Deed of Gift was duly registered in the office of the Sub-Registrar at Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-42, Pages-212 to 217, being No.- 2946 for the year 1961.

**AND WHEREAS** aforesaid Anima Rani Devi by virtue of aforesaid Deed got possession of aforesaid land and on 31<sup>st</sup> day of May, 1975 by virtue of a Registered Deed of Sale sold, conveyed and transferred ALL THAT piece and parcel of Bastu land measuring about 04 Cottahs 10 Chittacks 40 sq. ft. land more or less along with structure, situated at Mouza- Bagjola, J.L. No.-21, Re Sa No.-68, comprised on C.S. Dag No.-476, R.S. Dag No.-1888, under C.S. Khatian No.-188, R.S. Khatian No.-285, being Plot No.- 60B, Motijheel Avenue, under P.S.- Dum Dum, District- 24-Parganas in favour of Smt. Sandhya Rani Banerjee, wife of Sri Divyesh Chandra Banerjee and the said Deed was duly registered in the office of the Sub-Registrar at Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-99, Pages-14 to 22, being No.-5356 for the year 1975.

**AND WHEREAS** aforesaid Sandhya Rani Banerjee by virtue of aforesaid Deed got possession of aforesaid land and mutated her name in the record of South Dum Dum Municipality as owner of Municipal Holding No.-90/1(Old), 96, Motijheel Avenue, and thus seized and possessed of the same and sanctioned Three-storied Building Plan vide No.-186 dated 20/09/1975 and constructed One-storied Building in a portion thereon and on 26<sup>th</sup> day of February, 1991 out of her love and affection to her son,

gifted, conveyed and transferred ALL THAT the roof right over one-storied Building measuring 1162 sq. ft. more or less in favour of his son, Sri Swapan Kumar Banerjee and the said Deed of Gift was duly registered in the office of the Sub-Registrar at Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-22, Pages-269 to 276, being No.-975 for the year 1991 and after such Gift aforesaid Swapan Kumar Banerjee constructed First Floor over the said Ground Floor and started residing thereon with his family.

**AND WHEREAS** aforesaid Sandhya Rani Banerjee on 13<sup>th</sup> day of January, 2005, by virtue of another Deed of Gift gifted, conveyed and transferred ALL THAT the entire Ground Floor of Two-storied Building measuring 1162 sq. ft. more or less in favour of his son, Tapan Kumar Banerjee and Debal Kumar Banerjee along with 2/3<sup>rd</sup> share of land and confirmed the ownership of the Swapan Kumar Banerjee in respect of First Floor and undivided 1/3<sup>rd</sup> share of land and also gifted remaining vacant Bastu land measuring about 03 Cottahs 01 Chittack 03 sq. ft. more or less in favour of his Three sons, i.e. Tapan Kumar Banerjee, Swapan Kumar Banerjee and Debal Kumar Banerjee, in equal proportion i.e. having 01 Cottah 00 Chittack 16 sq. ft. more or less in each and the said Deed of Gift was duly registered in the office of the Additional District Sub-Registrar at Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-267, Pages-339 to 346, being No.-975 for the year 2005.

**AND WHEREAS** aforesaid Swapan Kumar Banerjee died intestate on 07/09/2005 leaving behind his wife, Sabita Banerjee, his Two sons, Sayan Banerjee and Subham Banerjee, as his legal heirs to inherit his share over the aforesaid property. Be it pertinent to mention here that aforesaid Sandhya Rani Banerjee died intestate on 25/08/2011 and her husband Dinesh Chandra Banerjee predeceased her on 11/09/2003. Be it also pertinent to mention here that the property is mutated in the record of the South Dum Dum Municipality under Holding No.-347, Motijheel Avenue in the name of Sandhya Rani Banerjee and under Holding No.-348, Motijheel Avenue in the name of Sabita Banerjee and others in respect of their share land and structure as aforesaid Sandhya Rani Banerjee gifted her entire property to his sons and this heirs.



**AND WHEREAS** aforesaid Sayan Banerjee, out of her love and affection to her mother by virtue of a Registered Deed of Gifted dated 29<sup>th</sup> day of June, 2018 gifted and transferred his undivided share of land and structure in favour of her mother Sabita Banerjee and said Deed of Gift was duly registered in the office of the A.D.S.R. Cossipore- Dum Dum, and recorded in Book No.-I, Volume No.-1506-2018, Page from 251290 to 251309, Being No.-1506-05719 for the year 2018.

**AND WHEREAS** by virtue of aforesaid Deed of Gift and by inheritance aforesaid present Vendors became joint and absolute owners in respect of **ALL THAT** piece and parcel of **BASTU** land measuring about 04 Cottahs 10 Chittacks 40 sq. ft. more or less, together with Two-storied **42 years old** dilapidated Building (**1162 sq. ft. on each Floor**), having cemented Flooring, situated at Mouza-Bagjola, J.L. No.-21, Re Sa No.-68, being Plot No.-60B, comprised on C.S. Dag No.-476, **R.S. & L.R. Dag No.-1888**, under C.S. Khatian No.-188, R.S. Khatian No.-285, **L.R. Khatian No.-18** (stands in the name of Anadi Nath Banerjee), having **Municipal Holding No.-347 and 348, Motijheel Avenue**, being Premises No.-60B, Motijheel Avenue, P.O. - Motijheel, Kolkata-700074, under ward No.-9 of South Dum Dum Municipality, under A.D.S.R.O. Cossipore-Dum Dum, under P.S.- Dum Dum, District- North 24-Parganas, fully described in the Schedule "A" herein below and thus seized and possessed of the same as joint and absolute owners free from all encumbrances.

**AND WHEREAS** the present Owners/Vendors decided to develop the aforesaid and below mentioned "A" Schedule property by constructing Multi-storied Building thereon, but could not do so due to lack of technical expertise and other cogent grounds and as such the owners herein, searching for a reputed Developer, who would construct multi-storied building on the said premises after demolishing the existing building standing thereon, under certain terms and conditions interalia by constructing a new multi-storied building at its own costs and expenses after obtaining necessary sanction from the competent authority and knowing the very intention of the owners and the Developer knowing the said intention of the Owners approached the Owners to allow the Firm to construct the said proposed multistoried building on their land/Premises, which the owners herein have accepted the same and have decided to enter into a Development Agreement with the Developer Firm herein under certain agreed terms and conditions specified hereunder.

*Kishore S. S. S.*  
*Dum Dum*

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agree upon by and between the parties hereto on the following terms and conditions.

**ARTICLE - I-DEFINITIONS -**

In this present unless there is anything repugnant to or inconsistent with: -

**1.1 OWNERS:-** shall mean aforesaid (1) **MR. TAPAN KUMAR BANERJEE**, son of Late Swapan Kumar Banerjee (2) **MRS. SABITA BANERJEE**, wife of Late Swapan Kumar Banerjee, (3) **MR. SUBHAM BANERJEE**, son of Late Swapan Kumar Banerjee, (4) **MR. DEBAL KUMAR BANERJEE** and their respective heirs, legal heirs, representative, administrators, executors and assigns.

**1.2. DEVELOPER:-** shall mean and include the "**OM SAI DEVELOPERS**", a Partnership Firm, having its office at 353, Jessore Road, P.O.-Motijheel, P.S.-Dum Dum, Kolkata- 700 074, District-North 24 -Parganas.

**1.3 TITLE DEEDS: -** shall mean all the documents of title relating to the said land and premises which shall be handed over in original to the Developer at the time of execution of the Agreement.

**1.4 PREMISES/PROPERTY:-** shall mean **ALL THAT** piece and parcel of **BASTU** land measuring about 04 Cottahs 10 Chittacks 40 sq. ft. more or less, together with Two-storied old dilapidated Building, situated at Mouza-Bagjola, J.L. No.-21, Re Sa No.-68, being Plot No.-60B, comprised on C.S. Dag No.-476, **R.S. & L.R. Dag No.-1888**, under C.S. Khatian No.-188, R.S. Khatian No.-285, **L.R. Khatian No.-18** (stands in the name of Anadi Nath Banerjee), **having Municipal Holding No.-347 and 348, Motijheel Avenue**, being Premises No.-60B, Motijheel Avenue, P.O.- Motijheel, Kolkata-700074, under ward No.-9 of South Dum Dum Municipality, under A.D.S.R.O. Cossipore-Dum Dum, under P.S.- Dum Dum, District- North 24-Parganas.

**1.5 NEW BUILDING: -** shall mean the Multi-storied Building (G+ upper-storied) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the South Dum Dam Municipality.



**1.6 COMMON AREA FACILITIES AND AMENITIES:-** shall mean and include, corridors staircases, passages, driveways, tube well, overhead water tank, underground reservoir, water pump and motor, roof and other facilities, Lift (if installed), Lift Duct, which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owner and the Developer.

**1.7 MEASUREMENT OF AREA: -**

**COVERED AREA-** shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by common partition wall between two units and cent percent area covered by the individual wall for the unit.

**SUPER BUILT UP AREA: -** shall mean and include the total covered area of the unit plus 25% service area, over the aforesaid total covered area, is applicable for individual unit.

**1.8 SALEABLE SPACE:-** shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

**1.9. ARCHITECT/ENGINEER/L.B.S.-** shall mean and include the technical person who prepare, submit and sanction the Building Plan and to look after the construction till the completion of the same and to obtain necessary permissions of the same.

**1.10 BUILDING PLAN:-** shall mean Ground plus Upper-storied Building Plan to be prepared by the Architect/Engineer/L.B.S. for the construction of the building and to be sanctioned by the South Dum Dum Municipality. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by itself.

**1.11. OWNERS' ALLOCATION: -** shall mean as follows:-

**OWNER'S ALLOCATION** shall mean:- The Land Owners will get their Allocation on the proposed Building together with undivided proportionate share and interest in the land and common area and facilities is as follows: -



(A) Vendors No.1 will get Two Nos. of Flats, out of which one Flat measuring 460 sq. ft. covered area, on the Ground Floor and another Flat measuring 500 sq. ft. covered area on the First Floor and both Flat will be in the South-West direction along with Rs.50,000/-as non refundable amount, which will be paid at the time of execution and registration of this Agreement. In addition to that Vendor No.1 will get one No. of Shifting charges of Rs.6,000/-per month from the date of delivery of vacant possession of the Premises to till date of delivery of Owners' Allocation in the newly constructed Building. (B) Vendor No.2 & 3 will jointly get Two Nos. of Flats having measurement 550 sq. ft. covered area in each, both on the Second Floor, out of which one on the North-East Side and another on the North-West Side. (C) Vendor No.4 will get One Flat measuring 960 sq. ft. covered area, on the Second Floor, on the East-South-West Side. (D) If the Developer got sanction over and above G+2-stories, then the extra benefit of the Landowners will be decided by the Landowners and Developer mutually amongst themselves. Be it pertinent to mention here that the owners will execute necessary registered documents for division of their Owners' Allocation, if required. Covered area of Landowners will be calculated excluding the Proportionate area of Stair and Lift (if installed).

**1.12 DEVELOPERS/PROMOTERS ALLOCATION:**-shall mean the remaining constructed area after providing the Owners' allocation in the proposed building to be constructed on said premises including proportionate share of the common facilities and amenities.

**1.13 TRANSFER:** - shall mean and include transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

**- ARTICLE - II : COMMENCEMENT & DURATION -**

**2.1.** This agreement shall be deemed to have commenced on and from the date of execution of this agreement and shall be terminated after completion of the building and thereafter sale out of all the flat/units/Garage/space to the intending purchasers and also after delivery of possession to the flat owners & landowner/s and after formation of flat/unit owner's Association, if required.

**ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES**

3.1 The owners hereby declare that they are the joint and absolute owners of the entire property, as described herein as 'A' schedule property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land and structure and there is no liabilities, litigation and/or Agreement is pending upon the said land and structure.

3.2 That the owners hereby agree that they will not grant lease, create mortgage, charge or encumber his undivided share over the 'A' schedule property in any manner whatsoever during the existing/substance of this agreement as well as during construction of the building without prior written consent of the Developer and also undertake that for betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order, if required, from the competent Court or appropriate Authority Concern.

3.3 That the owners hereby agree to deliver vacant physical possession from their occupied portion of the 'A' schedule property, within 15 days from the date of demand by the Developer.

3.4. That the owners hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Complaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land, if amalgamated and for betterment of project and also for the betterment of title over the Schedule property.

3.5. That the owners shall be liable and responsible for litigation, if any dispute arises due to defects on their part or with regard to title in respect of the land or any boundary dispute or previous liabilities and/or for existence/substance of any previous Agreement and if any restraining order comes into force due to act of any third party or contagious land owners, then the Landowners will bear the cost of litigation. Be it mentioned that if there any type of litigation is found or arose due to



any order of the competent Court\*Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the owners' allocation shall not be considered as delay on the part of the Developer.

**3.6** That the owners hereby undertake to deliver and/or handover all the Original documents in favour of the Developer at the time of execution of this Agreement.

**3.7** That the Owners hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorised the Developer to enter into Agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owners will give necessary consent for betterment of this project without raising any objection to that effect save and expect the owners' allocation as mentioned.

**3.8** The Owners hereby agree to execute a Registered Development Power of Attorney in favour of the Developer or its nominated person/s in respect of the Developer's Allocation and also for the purpose of addition, alteration, revision, of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their respective signatures on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owners herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser/s.

**3.9** The owners hereby undertake not to do any act, deeds or things by which the Developer may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer's Allocation. If the Developer fails to deliver possession of the owners' Allocation within the stipulated period (as mentioned in point 3.10), then the owners will be entitled to get compensation/ damages from the Developer as deemed fit by the Developer. Be it mentioned here that the Time will be essence of the contract.



3.10. That the Owners hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall construct the building exclusively in the name of the Developer Firm and also by taking partner and/or new partner in the Firm at its own cost, arrangement and expenses as well as the Owners shall have no financial participation and or involvement. The Developer shall handover the complete habitable peaceful vacant possession of the Owners' Allocation within **18(Eighteen) months** from the date of obtaining the last Sanctioned Building Plan and the time is the essence of this Contract and such time shall be enhanced and/or extended for another 6(six) months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the Developer and if the Developer fail or neglect to handover the possession of Owner's Allocation within the said stipulated 24(Twenty Four) months from the date of obtaining the last Sanctioned Building Plan, then in that case the Owners shall have every right to take legal steps with due process of law.

**ARTICLE - IV:**  
**DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION**

4.1 The Developer/Promoter hereby agreed to complete the multi-storied (G+Upper-storied) building over the property as per plan as sanctioned and/or to be further sanctioned by the South Dum Dum Municipal Authority concerned with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer.

4.2 The Developer hereby declare that the Developer will pay the cost of obtaining sanction plan as early as possible and also declares that to take care of the local hazards or accident during the continuation of construction and the owners shall have no liability to that effect.;

4.3 All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer with due signature of the owners or on behalf of the owners as may be required and all costs expenses and charges be paid by the Developer and also for construction of the building thereon.



4.4 The Developer hereby agreed to deliver possession of the owner's allocation in the proposed new building within **18(Eighteen) months** from the date of obtaining the last Sanctioned Building Plan and if required, the owners will further allow 6 months for delivery of possession of the owner's allocation without claiming any damages. **It is also agreed that the delivery of possession of the owner's allocation and Developer's Allocation will be made simultaneously** and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that **the Developer will obtain Completion Certificate/ Occupancy Certificate (C.C.) at its own cost expenses** and Photostat copy of the same will be handed over to all the owners/ occupiers of all the units of the newly constructed building.

4.5 That the notice for delivery of possession of the owners' Allocation shall be delivered by the developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owners is bound to take possession within 30 days from the date of service of this letter. If the owners fail to take delivery of possession or neglected to do so, then it will be deemed that the owners' allocation has been already delivered and the Developer shall be entitled to transfer entire Developer's allocation without any further notice.

4.6 That the owners shall have to clear all the dues if any due is caused due to extra work other than the specification of flat as mentioned in the schedule as mentioned below before taking delivery of possession of the Owners' Allocation.

4.7 That the Developer shall have the responsibility for the incidents occurred during the course of construction except hazards, which will be occurred due to act of the Owners and after completion of the building and handing over of the same to the Owners and Intending Purchasers, the Developer shall have no liability for any incident occurred in said Building.

#### **ARTICLE - V. CONSIDERATION & PROCEDURE**

5.1 In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the Developer is

entitled to get remaining constructed area of the building and proportionate share of the land as Developer's Allocation.

5.2 That the owners hereby agree and declare that after execution of this Agreement whenever demanded by the Developer, shall deliver vacant possession within 15 days from the date of such demand in favour of the Developer.

5.3 That if the Developer fails to complete the construction work in respect of the owners' allocation within the stipulated period as stated above, and then the Owners shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the Developer as per calculation of the Developer. Be it mentioned here that time will be essence of the contract.

#### **ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING**

6.1 The Developer shall on completion of the building put the owners in undisputed possession in respect of the owners' allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/spaces etc. or pay the amount as mutually settled by the Owners and Developer.

6.2 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/units/unit/ space together with right to proportionate share of land excluding the space/units/flat provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

6.3 The Developer shall at its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification, if any, with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. ***The Developer shall on completion of the building shall obtain Completion Certificate/ Occupancy Certificate from the Appropriate Authority concern at its own costs and expenses.***

6.4 That the developer shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, Lift and other



facilities as are required to be provided in respect of building having self contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. It is also mentioned that the Developer will fix the sale rate for flat/garages etc. for Developer's allocation without consultation of the owners.

#### **ARTICLE - VII. COMMON FACILITIES**

**7.1** The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats/units and all the flats owners will pay due according to their shares.

**7.2** As soon as respective self contained flat/unit is completed, the Developer shall give written notice to the owners requiring the owner to take possession of the owner's allocation in the newly constructed building and after 30(Thirty) days from the date of service of such notice and at all times, thereafter the owners shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation the said rates to be apportioned prorata with reference to saleable space in the building if any are levied on the building as whole.

**7.3** The Owners and Developer shall punctually and regularly pay for their respective allocation said rates and taxes (including GST and other taxes) to the concerned authorities as levied by Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between Owners and Developer. The owners hereby agreed that they shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against owners for the same, the Developer will be entitled to get damages and vice versa.

**7.4** The owners or their agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owners

without any reasonable and/or justified reason, then the owners or their respective legal representatives shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

**ARTICLE - VIII. COMMON RESTRICTIONS**

**THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -**

8.1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

8.2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipal authority concern in this behalf.

8.3. Both parties shall abide by all laws, bye laws rules and regulations of Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any said laws and regulations.

8.4. The respective allottee or their transferees shall keep the interior walls, sewers, drains pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

8.5. No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.



8.6. Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.

8.7. Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

**ARTICLE - IX. OWNER'S DUTY & INDEMNITY**

9.1. The owners doth hereby agrees and covenants with the Developer not to use or cause any interference or hindrance in any manner during the construction of the said building at the said premises throughout the existence of this agreement and if any such interference or hindrance or impediments is caused by the owners or their heirs, agents, servants, and representatives to such construction the owners will be liable to repay entire amount invested by the developer and the amount will be settled by the parties amicably. It is also further agreed that if the developer is prevented from making construction due to any litigation cropped up or due to any restraining order passed by the competent court or of a competent Authority concerned or any statutory body law or due to any boundary dispute amongst the contiguous land owners, then owner will be liable to initiate proceeding in court of law and defend any litigation and also to pay cost of litigation to the Developer, which will be incurred by the Developer.

9.2. The owners or their legal representatives herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/ units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owners shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

9.3. It is agreed that the owners will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from Developer.

9.4. That the owners and their legal heirs hereby declare and undertake that upon the demise of the owner/s, the legal heirs of the said owner/s will join the Development Agreement and also execute necessary Supplementary Development Agreement and also Registered and Unregistered General Power of Attorney and/or Development Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein.

#### **ARTICLE - X. DEVELOPER'S DUTY**

10.1. That the Developer hereby agree and covenants with the Owners not to do any act, deed or things whereby the Owners are prevented from enjoying selling disposing of the owners' allocation in the building at the said premises after delivery of Re-possession thereof to the owners and also obtain Completion Certificate (C.C.)/Occupancy Certificate from competent Authority at its own costs and expenses.

10.2. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer in relating to the making of construction of the said building. The developer shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owners' Allocation.

#### **ARTICLE - XI. MISCELLANEOUS**

11.1 The Owners and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 The name of the building shall be "as per choice of Developer".

11.3 As and from the date of getting possession of the Owners' Allocation in the building the developer and/or its transferees and the owner and/or their transferees



shall be liable to pay and bear proportionate charges on account of ground rents and GST and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

11.4 The building to be constructed by the developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet, which will be treated part of the agreement.

#### ARTICLE - XII. FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

#### ARTICLE - XIII. LEGAL

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and /or anything done in pursuance hereto and/or otherwise shall be referred for Arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable and/or shall be referred to the Court of law, which is within the jurisdiction of the Ld. District Judges' Court at Barasat and Honourable High Court at Calcutta.

Unless this Agreement is contrary to or repugnant to the context.

a) Singular shall include the plural and vice-versa.

b) Masculine shall include the feminine and vice-versa.

#### THE SCHEDULE "A" ABOVE REFERRED TO [DESCRIPTION OF THE ENTIRE PROPERTY]

**ALL THAT** piece and parcel of **BASTU** land measuring about **04 Cottahs 10 Chittacks 40 sq. ft. more or less**, together with **Two-storied 42 years old dilapidated**

Building (1162 sq. ft. on each Floor), having cemented Flooring, situated at Mouza-Bagiola, J.L. No.-21, Re Sa No.-68, being Plot No.-60B, comprised on C.S. Dag No.-476, R.S. & L.R. Dag No.-1888, under C.S. Khatian No.-188, R.S. Khatian No.-285, L.R. Khatian No.-18 (stands in the name of Anadi Nath Banerjee), having **Municipal Holding No.-347 and 348, Motijheel Avenue**, being Premises No.-60B, Motijheel Avenue, P.O.- Motijheel, Kolkata-700074, under ward No.-9 of South Dum Dum Municipality, under A.D.S.R.O. Cossipore-Dum Dum, under P.S.- Dum Dum, District- North 24-Parganas, which is butted and bounded as follows: -

- ON THE NORTH** :- Plot No.-60A of House of S.K. Chowdhury
- ON THE SOUTH** :- Plot No.-30 of House of Ambar Biswas & others
- ON THE EAST** :- Jheel
- ON THE WEST** :- 4 feet wide Common passage leads to Motijheel Avenue

**THE SCHEDULE 'B' ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**

**OWNER'S ALLOCATION** shall mean:- The Land Owners will get their Allocation on the proposed Building together with undivided proportionate share and interest in the land and common area and facilities is as follows: -

**(A)** Vendors No.1 will get Two Nos. of Flats, out of which one Flat measuring 460 sq. ft. covered area, on the Ground Floor and another Flat measuring 500 sq. ft. covered area on the First Floor and both Flat will be in the South-West direction along with Rs.50,000/- as non refundable amount, which will be paid at the time of execution and registration of this Agreement. In addition to that Vendor No.1 will get one No. of Shifting charges of Rs.6,000/- per month from the date of delivery of vacant possession of the Premises to till date of delivery of Owners' Allocation in the newly constructed Building. **(B)** Vendor No.2 & 3 will jointly get Two Nos. of Flats having measurement 550 sq. ft. covered area in each, both on the Second Floor, out of which one on the North-East Side and another on the North-West Side. **(C)** Vendor No.4 will get One Flat measuring 960 sq. ft. covered area, on the Second Floor, on the East-South-West Side. **(D)** If the Developer got sanction over and above G+2-stories, then the extra benefit of the Landowners will be decided by the landowners and Developer mutually amongst themselves. Covered area of Landowners will be calculated excluding the



Proportionate area of Stair and Lift (if installed). Be it pertinent to mention here that after getting Owners' Allocation, the Owners will register necessary documents for division of their Allocation in a demarcated way.

**THE SCHEDULE "D" ABOVE REFERRED TO -**  
**(SPECIFICATION OF CONSTRUCTION FOR THE FLAT/ UNIT)**

**FOUNDATION WORKS:** - R.C.C Column Foundation (1:2:4)

**NATURE OF CONSTRUCTION:** -R.C.C Column Structure

**ROOF FINISH:** -R.C.C Roof Slab (1:2:4)

**DOORS AND WINDOWS:** All doorframes would be standard flush and Main Door of the unit would be made of Wood, doors shutter would be 32 m. m. thick flushes, doors made of commercial ply and mortise lock on the main door. Toilets and kitchen would be P.V.C. door, there would not have any mortise. All windows would have Aluminum Channel and Glass cover.

**FLOORING:** - All bedrooms, dining and drawing would be furnished with Vitrified Tiles and Toilets and kitchen would be finished with Vitrified Tiles and walls of the toilets would have 60" high glazed tiles dado over the skirting.

**SANITARY AND PLUMBING:** - Common toilet would be of matching size shower, two-bib cock and would be fitted with one Western Type commode (White standard quality) with low P.V.C. Cistern (white) all inside & outside plumbing lines are of P.V.C. & W.C. with one Western Type white commode of Low P.V.C. (white) cistern two-bib cocks, one standard size white basin in dining/bathroom as desire by the Flat Owners, two-bib cocks in the kitchen.

**KITCHEN:** - One Black Stone Platform with cylinder space on bottom, one Black stone sink, 2'-0" skirting made of white glazed tiles on the bank of the cooking platform to protect the oil spots.

**ELECTRICAL WIRING:** -

Concealed wiring in all flats. Each flat will be provided with the following electrical points with good quality switch.

Bed Room	: - Light points- 2, Fan point-1, 5 Amp.-1, 15 Amp.-1
Dining/ Drawing	: - Light points- 2, Fan point-1, 5 Amp.-1, 15 Amp.-1, T.V. Telephone\ Cable connection point
Kitchen	: - Light point-1, Exhaust Fan point-1, 5 Amp.-1, 15 Amp.-1,
Common Toilet & W.C.:	- Light point- 1, Exhaust Fan point-1,
Verandah	: - Light point- 1
Entrance	: - Door Bell point-1, Light point- 1,

**WATER SUPPLY: -**

Overhead and Underground Reservoir and standard pump set or as directed by the local Authority concern.

**PAINTING: -**

Plaster of Paris. Colour wash in outside wall and white wash in all common areas of the building.

**VERANDAH GRILLS: -**

M.S. Railing up to 1'-6" will be provided on 1'-6" brick work in such verandah.

**EXTRA WORK: -**

For all extra works and fittings as desired, party shall have to bear the cost as per our calculation and 50% of the calculated costs have to be deposited before start of work.

**LIFT (if installed)-**

Lift will be provided in the building of standard company.

**In case of Garage & Gowdown: -** cemented Flooring and Light point- 1

**In case of Shop: -** Cemented Flooring, Light point- 1, Fan point-1, 5 Amp.-1, Rolling Shutter.

**COMPULSORY PAYMENT**

**Rs.35,000/-** will have to paid for each Electric Meter in the name of individual owner & 440 Volt Meter or increased cost as necessary (not Applicable to Landowners).



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

**SIGNED SEALED AND DELIVERED**

In the presence of the following

WITNESSES:-

1. Smerati Ghosh.  
354, Jyotirajee av.  
KOL-700074

Tapan Kumar Banerjee

Sabita Banerjee

Sudham Banerjee

2. Tamal Banerjee  
DUM DUM 60B Mohshil,  
Avenue Kolkata-700074

Debas Kumar Banerjee

SIGNATURE OF THE OWNERS

OM SAI DEVELOPERS

Hanish Agarwal  
Partners'

OM SAI DEVELOPERS

Raju Biswas

OM SAI DEVELOPERS Partners'

Santosh Anitha

Partners'

SIGNATURE OF THE DEVELOPER

Drafted by as per information supplied and as per instruction  
of the parties hereto and Prepared In my office: -

Koushik Saha  
Advocate  
(KOUSIK ASHA)  
Advocate WB-1699/2001  
District Judges' Court, Barasat  
North 24-Parganas

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.50, 000/- (Rupees Fifty Thousand only) from the within named Developer as part consideration money in the following manner: -

MEMO

By Cheque No - 049485 dt. 10/12/2018  
 Drawn on Allahabad Bank  
 Dum Dum (Nagubaran) Br.

Rs. 50,000/-

Total

Rs.50, 000/-

(Rupees Fifty Thousand only)

WITNESSES: -

1. Subrata Ghosh2. Tamal BanerjeeTapan Kumar BanerjeeSabita BanerjeeSudham BanerjeeDebal Kumar Banerjee

SIGNATURE OF THE VENDORS



Signature of the  
Executants / Presentants



Tapan Kumar Banerjee

Tapan Kumar Banerjee

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



Salita Banerjee

Salita Banerjee

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



Subham Banerjee

Subham Banerjee

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



Signature of the  
 Executants / Presentants



Debaj Kumar Banerjee

Debaj Kumar Banerjee



Manish Agarwal

Rajin Bishwas

Rajin Bishwas

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



Signature of the  
 Executants / Presentants



*Saunant Anthon*

*Saunant Anthon*

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

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

19-201819-031490086-1

Payment Mode Online Payment

BRN Date: 09/12/2018 12:28:59

Bank : Allahabad Bank

BRN : 091218000497936

BRN Date: 09/12/2018 12:30:30

DEPOSITOR'S DETAILS

Id No. : 15060001845670/4/2018  
(Query for Query Year)

Name : Mookherjee Consultancy

Contact No. :

Mobile No. : +91 9831359397

E-mail :

Address : 104 Dum Dum Road Kolkata 30

Applicant Name : Mr Kousik Saha

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement  
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15060001845670/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	15060001845670/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	521

Total

40442

In Words : Rupees Forty Thousand Four Hundred Forty Two only



### Major Information of the Deed

Deed No :	I-1506-10538/2018	Date of Registration	10/12/2018
Query No / Year	1506-0001845670/2018	Office where deed is registered	
Query Date	06/12/2018 3:38:35 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Kousik Saha Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9830448242, 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 : 50,000/-]		
Set Forth value	Market Value		
Rs. 5/-	Rs. 1,77,68,142/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 521/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

#### Land Details :





District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Motijhil Avenue, Mouza: Bagjola

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1888	LR-18	Bastu	Bastu	1123.33 Sq Ft	1/-	54,84,043/-	Width of Approach Road: 1 Ft.,
L2	LR-1888	LR-18	Bastu	Bastu	1123.33 Sq Ft	1/-	54,84,043/-	Width of Approach Road: 4 Ft., Adjacent to Metal Road,
L3	LR-1888	LR-18	Bastu	Bastu	561.67 Sq Ft	1/-	27,42,046/-	Width of Approach Road: 4 Ft., Adjacent to Metal Road,
L4	LR-1888	LR-18	Bastu	Bastu	561.67 Sq Ft	1/-	27,42,046/-	Width of Approach Road: 4 Ft., Adjacent to Metal Road,
<b>TOTAL :</b>					<b>7.7229Dec</b>	<b>4 /-</b>	<b>164,52,178 /-</b>	
<b>Grand Total :</b>					<b>7.7229Dec</b>	<b>4 /-</b>	<b>164,52,178 /-</b>	

Major Information of the Deed :- I-1506-10538/2018-10/12/2018






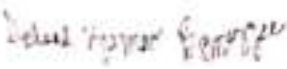
Details :				Other Details
Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	
On Land L1, L2, L3, L4	2324 Sq Ft	1/-	13,15,964/-	Structure Type: Structure
Gr. Floor, Area of floor : 1162 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 42 Years, Roof Type: Pucca, Extent of Completion: Complete				
Floor No: 1, Area of floor : 1162 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 42 Years, Roof Type: Pucca, Extent of Completion: Complete				
Total :		2324 sq ft	1/-	13,15,964 /-

**Land Lord Details :**

SI No	Name, Address, Photo, Finger print and Signature	Signature		
	Name	Photo	Finger print	Signature
1	<p><b>Mr TAPAN KUMAR BANERJEE</b>            Son of Late Dinesh Chandra Banerjee            Executed by: Self, Date of Execution: 10/12/2018            , Admitted by: Self, Date of Admission: 10/12/2018 ,Place : Office</p>			<p>Tapan Kumar Banerjee</p> <p>10/12/2018</p>
<p>P-60/B, Motijheel Avenue, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: DCUPB4621M, Status :Individual, Executed by: Self, Date of Execution: 10/12/2018 , Admitted by: Self, Date of Admission: 10/12/2018 ,Place : Office</p>				
2	<p><b>Mrs SABITA BANERJEE</b>            Wife of Late Swapan Kumar Banerjee            Executed by: Self, Date of Execution: 10/12/2018            , Admitted by: Self, Date of Admission: 10/12/2018 ,Place : Office</p>			<p>Sabita Banerjee</p> <p>10/12/2018</p>
<p>P-67, Motijheel Avenue, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: APTPB4576J, Status :Individual, Executed by: Self, Date of Execution: 10/12/2018 , Admitted by: Self, Date of Admission: 10/12/2018 ,Place : Office</p>				

Major Information of the Deed :- I-1506-10538/2018-10/12/2018


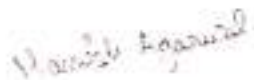

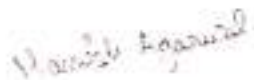

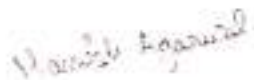


Name	Photo	Fingerprint	Signature
<b>Subham Banerjee</b> Son of Late Swapna Kumar Banerjee Executed by: Self, Date of Execution: 10/12/2018 Admitted by: Self, Date of Admission: 10/12/2018, Place: Office			 10/12/2018
-67, Motijheel Avenue, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ARTPB4575M, Status :Individual, Executed by: Self, Date of Execution: 10/12/2018 , Admitted by: Self, Date of Admission: 10/12/2018 ,Place : Office			
Name	Photo	Fingerprint	Signature
<b>Mr DEBAL KUMAR BANERJEE</b> Son of Late Dinesh Chandra Banerjee Executed by: Self, Date of Execution: 10/12/2018 , Admitted by: Self, Date of Admission: 10/12/2018 ,Place: Office			 10/12/2018
P-37A, Motijheel Avenue, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AESP88048K, Status :Individual, Executed by: Self, Date of Execution: 10/12/2018 , Admitted by: Self, Date of Admission: 10/12/2018 ,Place : Office			

**Developer Details :**







Sl No	Name,Address,Photo,Finger print and Signature
1	<b>OM SAI DEVELOPERS</b> 353 Jessore Road P.O - Motijheel P.S - Dum Dum, District -North 24-Parganas, West Bengal, India, PIN - 700074 PAN No AAFF09508C, Status Organization Executed by Representative

**Representative Details :**


Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr MANISH AGARWAL</b>            Son of Mr Barang Agarwal            Date of Execution - 10/12/2018, , Admitted by: Self, Date of Admission: 10/12/2018, Place of Admission of Execution: Office         </td> <td></td> <td></td> <td>             10/12/2018         </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr MANISH AGARWAL</b> Son of Mr Barang Agarwal Date of Execution - 10/12/2018, , Admitted by: Self, Date of Admission: 10/12/2018, Place of Admission of Execution: Office			 10/12/2018
Name	Photo	Finger Print	Signature						
<b>Mr MANISH AGARWAL</b> Son of Mr Barang Agarwal Date of Execution - 10/12/2018, , Admitted by: Self, Date of Admission: 10/12/2018, Place of Admission of Execution: Office			 10/12/2018						
20, Ramdhan Mitra Lane, P.O - Shyambazar, P.S - Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700004. Sex:-Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No CCAPA1524M Status: Representative, Representative of : OM SAI DEVELOPERS (as Partner)									

Major Information of the Deed :- I-1506-10538/2018-10/12/2018



Name	Photo	Finger Print	Signature
<b>MR RAJU BISWAS</b> (Presentant ) Son of Mr Aloke Biswas Date of Execution - 10/12/2018, , Admitted by: Self, Date of Admission: 10/12/2018, Place of Admission of Execution: Office	 <small>Dec 10 2018 3:24PM</small>	 <small>LTI 10/12/2018</small>	 <small>10/12/2018</small>
21, Nagerbazar Road, P.O.- Motijheel, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ALUPB6184B Status : Representative, Representative of : OM SAI DEVELOPERS (as Partner)			
Name	Photo	Finger Print	Signature
<b>Mr SAMRAT DUTTA</b> Son of Mr Panchu Gopal Dutta Date of Execution - 10/12/2018, , Admitted by: Self, Date of Admission: 10/12/2018, Place of Admission of Execution: Office	 <small>Dec 10 2018 3:25PM</small>	 <small>LTI 10/12/2018</small>	 <small>10/12/2018</small>
50, R.N. Guha Road, P.O.- Dum Dum, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJJPD8022B Status : Representative, Representative of : OM SAI DEVELOPERS (as Partner)			

**Identifier Details :**

Name & address	
Mr Kousik Saha Son of Mr B C Saha Barasat Judges Court, P.O:- Barasat, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124, Sex Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr TAPAN KUMAR BANERJEE, Mrs SABITA BANERJEE, Mr SUBHAM BANERJEE, Mr DEBAL KUMAR BANERJEE, Mr MANISH AGARWAL, Mr RAJU BISWAS, Mr SAMRAT DUTTA	<small>10/12/2018</small>
	



**Transfer of property for L1**

From	To. with area (Name-Area)
Mr TAPAN KUMAR BANERJEE	OM SAI DEVELOPERS-0.643575 Dec
Mrs SABITA BANERJEE	OM SAI DEVELOPERS-0.643575 Dec
Mr SUBHAM BANERJEE	OM SAI DEVELOPERS-0.643575 Dec
Mr DEBAL KUMAR BANERJEE	OM SAI DEVELOPERS-0.643575 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mr TAPAN KUMAR BANERJEE	OM SAI DEVELOPERS-0.643575 Dec
2	Mrs SABITA BANERJEE	OM SAI DEVELOPERS-0.643575 Dec
3	Mr SUBHAM BANERJEE	OM SAI DEVELOPERS-0.643575 Dec
4	Mr DEBAL KUMAR BANERJEE	OM SAI DEVELOPERS-0.643575 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	Mr TAPAN KUMAR BANERJEE	OM SAI DEVELOPERS-0.321791 Dec
2	Mrs SABITA BANERJEE	OM SAI DEVELOPERS-0.321791 Dec
3	Mr SUBHAM BANERJEE	OM SAI DEVELOPERS-0.321791 Dec
4	Mr DEBAL KUMAR BANERJEE	OM SAI DEVELOPERS-0.321791 Dec

**Transfer of property for L4**

Sl.No	From	To. with area (Name-Area)
1	Mr TAPAN KUMAR BANERJEE	OM SAI DEVELOPERS-0.321791 Dec
2	Mrs SABITA BANERJEE	OM SAI DEVELOPERS-0.321791 Dec
3	Mr SUBHAM BANERJEE	OM SAI DEVELOPERS-0.321791 Dec
4	Mr DEBAL KUMAR BANERJEE	OM SAI DEVELOPERS-0.321791 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr TAPAN KUMAR BANERJEE	OM SAI DEVELOPERS-581.00000000 Sq Ft
2	Mrs SABITA BANERJEE	OM SAI DEVELOPERS-581.00000000 Sq Ft
3	Mr SUBHAM BANERJEE	OM SAI DEVELOPERS-581.00000000 Sq Ft
4	Mr DEBAL KUMAR BANERJEE	OM SAI DEVELOPERS-581.00000000 Sq Ft

Major Information of the Deed :- I-1506-10538/2018-10/12/2018



## Details as per Land Record

North 24-Parganas, P.S.- Dum Dum, Municipality: SOUTH DUM DUM, Road: Motijhil Avenue, Mouza: Bagjola

Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
LR Plot No:- 1888(Corresponding RS Plot No:- 1888), LR Khatian No:- 18	Owner:অনাদী নাথ বন্দ্যোপাধ্যায়, Gurdian:অশ্বীনি , Address:নিজ , Classification:বালু, Area:0.42 Acre,	Mr TAPAN KUMAR BANERJEE
LR Plot No:- 1888(Corresponding RS Plot No:- 1888), LR Khatian No:- 18	Owner:অনাদী নাথ বন্দ্যোপাধ্যায়, Gurdian:অশ্বীনি , Address:নিজ , Classification:বালু, Area:0.42 Acre,	Mr DEBAL KUMAR BANERJEE
L3 LR Plot No:- 1888(Corresponding RS Plot No:- 1888), LR Khatian No:- 18	Owner:অনাদী নাথ বন্দ্যোপাধ্যায়, Gurdian:অশ্বীনি , Address:নিজ , Classification:বালু, Area:0.42 Acre,	Mrs SABITA BANERJEE
L4 LR Plot No:- 1888(Corresponding RS Plot No:- 1888), LR Khatian No:- 18	Owner:অনাদী নাথ বন্দ্যোপাধ্যায়, Gurdian:অশ্বীনি , Address:নিজ , Classification:বালু, Area:0.42 Acre,	Mr SUBHAM BANERJEE

Endorsement For Deed Number : I - 150610538 / 2018

On 06-12-2018

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 1,77,68,142/-

Suman Basu

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE  
DUMDUM

North 24-Parganas, West Bengal

On 10-12-2018

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 12:50 hrs on 10-12-2018, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr RAJU BISWAS .

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

Execution is admitted on 10/12/2018 by 1. Mr TAPAN KUMAR BANERJEE, Son of Late Dinesh Chandra Banerjee, P-60/B, Motijheel Avenue, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Retired Person, 2. Mrs SABITA BANERJEE, Wife of Late Swapan Kumar Banerjee, P-67, Motijheel Avenue, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession House wife, 3. Mr SUBHAM BANERJEE, Son of Late Swapan Kumar Banerjee, -67, Motijheel Avenue, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Service, 4. Mr DEBAL KUMAR BANERJEE, Son of Late Dinesh Chandra Banerjee, P-37A, Motijheel Avenue, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Service

Major Information of the Deed :- I-1506-10538/2018-10/12/2018

12/12/2018 Query No:-15060001845670 / 2018 Deed No :- I - 150610538 / 2018, Document is digitally signed.



Mr Kousik Saha, , Son of Mr B C Saha, Barasat Judges Court, P.O: Barasat, Thana: Barasat, , North 24-  
WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate

Execution of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]  
Execution is admitted on 10-12-2018 by Mr MANISH AGARWAL, Partner, OM SAI DEVELOPERS (Partnership Firm),  
Jessore Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074  
Indetified by Mr Kousik Saha, , Son of Mr B C Saha, Barasat Judges Court, P.O: Barasat, Thana: Barasat, , North 24-  
Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate  
Execution is admitted on 10-12-2018 by Mr RAJU BISWAS, Partner, OM SAI DEVELOPERS (Partnership Firm), 353,  
Jessore Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074  
Indetified by Mr Kousik Saha, , Son of Mr B C Saha, Barasat Judges Court, P.O: Barasat, Thana: Barasat, , North 24-  
Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate  
Execution is admitted on 10-12-2018 by Mr SAMRAT DUTTA, Partner, OM SAI DEVELOPERS (Partnership Firm),  
353, Jessore Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074  
Indetified by Mr Kousik Saha, , Son of Mr B C Saha, Barasat Judges Court, P.O: Barasat, Thana: Barasat, , North 24-  
Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate

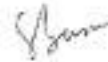
#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 521/- ( B = Rs 500/- ,E = Rs 21/- ) and  
Registration Fees paid by Cash Rs 0/-, by online = Rs 521/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 09/12/2018 12:30PM with Govt. Ref. No: 192018190314900861 on 09-12-2018, Amount Rs: 521/-, Bank:  
Allahabad Bank ( ALLA0210031), Ref. No. 091218000497936 on 09-12-2018, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-,  
by online = Rs 39,921/-  
Description of Stamp  
1. Stamp: Type: Impressed, Serial no 121024, Amount: Rs. 100/-, Date of Purchase: 10/10/2018, Vendor name: S

Chatterjee  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 09/12/2018 12:30PM with Govt. Ref. No: 192018190314900861 on 09-12-2018, Amount Rs: 39,921/-,  
Bank: Allahabad Bank ( ALLA0210031), Ref. No. 091218000497936 on 09-12-2018, Head of Account 0030-02-103-003



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

Major information of the Deed :- I-1506-10538/2018-10/12/2018

12/12/2018 Query No:-15060001845670 / 2018 Deed No :- 150610538 / 2018, Document is digitally signed.

of Registration under section 60 and Rule 69.  
ed in Book - I  
e number 1506-2018, Page from 480594 to 480636  
g No 150610538 for the year 2018.



Digitally signed by SUMAN BASU  
Date: 2018.12.12 11:48:26 +05:30  
Reason: Digital Signing of Deed.

*Suman*  
(Suman Basu) 12/12/2018 11:48:05  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.

(This document is digitally signed.)