

2020

I-02772/2018



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

D 652333

11.5.18  
 9-0-718761/18

certified that the document is admitted to registration. The signature sheet / sheets & the endorsement sheet / sheets attached with this document are the part of this document.

Additional District Sub-Registrar  
 Sodepur, North 24-Parganas

**DEVELOPMENT AGREEMENT**

11 MAY 2018

**THIS DEED OF AGREEMENT** is made on this the 11<sup>th</sup> day of May, 2018 (Two Thousand and Eighteen) as per CHRISTIAN ERA.

Contd...2

*(Signature)*  
 Akanksha Bandyopadhyay  
 Address:

(2)

**BETWEEN**

**(1) SMT. RITA CHATTERJEE**, Wife of Late Sukumar Chattopadhyay @ Chatterjee, by Nationality- Indian, by Religion-Hindu, by occupation-Housewife, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, **PAN : AQXPC8741R.**

**(2) SMT. UMA CHATTERJEE**, Wife of Late Jyoti Kumar Chattopadhyay, by Nationality- Indian, by Religion- Hindu, by occupation-Housewife, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, **PAN : BQFPC2018G.**

**(3) SRI SUBHRA CHATTERJEE**, Son of Late Jyoti Kumar Chattopadhyay, by Nationality- Indian, by Religion- Hindu, by occupation-Business, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, **PAN : AEOPC1581L** hereinafter jointly called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **ONE PART.**

**AND**

**"M/S. B. D. CONSTRUCTION"** having its present place of Business at 39, Sukchar, Ambagan, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN no. AATFB3635P**, represented by its partner namely:

**(1) SRI NIRMALENDU BOSE**, Son of Late Nikhil Ranjan Bose, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 39, Sukchar, Ambagan, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

**(2) SRI SANKHADEEP DEY**, Son of Sri Sahadeb Dey, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: 127, T.N.Banerjee Road, P.O.- Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata- 700114,

(3)

hereinafter called and referred to as **PROMOTER/ DEVELOPER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective heirs, executors, administrators, representatives, assigns and nominee or nominees) of the **OTHER PART.**

**WHEREAS** originally Sukumar Chattopadhyay @ Chatterjee and his full blooded brother namely Jyoti Kumar Chattopadhyay both are sons of Late Hrishikesh Chattopadhyay was the joint owners of 8 Cottahs of "BASTU" land, bearing Sub Plot no. 2 and structure standing thereon within Mouza - Panihati, J.L. No. 10, Re.Su. No. 32, Touzi No. 155, comprised and contained in R.S. Dag No. 74, under Jaminder Khatian 19, corresponding to R.S. Khatian No. 195, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas by virtue of a Bengali Deed of Sale being Deed no. 3647, which was Executed and Registered by their predecessor-in-title Sri Bimal Krishna Bandyopadhyay, Sri Brojendra Nath Bandyopadhyay, Sri Narendra Nath Bandyopadhyay, Sri Shankar Nath Bandyopadhyay all Sons of Late Bhudeb Chandra Bandyopadhyay) on 11.08.1961 at the Office of Sub Registrar Barrackpore, 24 Parganas and the same was recorded in Book no. I, volume no. 55, noted within the pages from 131 to 135, being no. 3647, for the year 1961 and they jointly possessing the said landed property as the lawful owners.

**AND WHEREAS** the said Jyoti Kumar Chattopadhyay while has been enjoying the actual physical possession of the said landed property with his Co-Shearer he died intestate on 30.10.2013 leaving behind him his wife Smt. Uma

(4)

Chatterjee and only son Sri Subhra Chatterjee (The land owner no. 3 hereof) as his surviving legal heirs and successors in respect of undivided 1/2 share of the said landed property and they inherited the undivided 1/2 share of the total landed property as the Class-I legal heirs of Late Jyoti Kumar Chattopadhyay @ Chatterjee as per the Law of Hindu Succession Act, 1956.

**AND WHEREAS** the said Sukumar Chattopadhyay @ Chatterjee while has been enjoying the actual physical possession of the said landed property with his Co-Shearers he died intestate on 25.11.2017 leaving behind him his wife Smt. Rita Chatterjee, as his surviving legal heirs and successors in respect of undivided 1/2 share of the said 8 Cottahs of land and building and she inherited the said landed property as 1/2 undivided share in her part as the Class-I legal heirs of Late Sukumar Chattopadhyay @ Chatterjee as per the law of Hindu Succession Act-1956.

**AND WHEREAS** in the manner aforesaid the present owners hereof conjointly while enjoying the said 8 Cottahs of land and building as joint and lawful owners, they mutated their names in the Assessment Register of the Panihati Municipality bearing holding no. 1 & 2 situated at Pathagar Road, under Ward No. 3, and conjointly enjoying the same peacefully, quietly and without interruption of others by paying the relevant rents and taxes regularly to the authority concern.

**AND WHEREAS** the Land Owners Nos. 1 to 3 hereof jointly acquired the aforesaid plot of "Bastu" land measuring more or less 8 Cottahs of land togetherwith a Two storied residential building standing thereon togetherwith all easements rights appertaining thereto.

  
Atokendu Bandyopadhyay  
Advocate

Contd...5

(5)

**AND WHEREAS** with a view to develop or cause to be developed by constructing a multistoried building over a piece and parcel of 'Bastu' land measuring more or less **3Cottahs 8Chittaks** (from the Southern Part of the total landed property which is vividly shown in the sketch map as annexed with this Development Agreement) togetherwith a structure standing thereon into and out of the total landed property measuring an area about 8 cottahs of land togetherwith two storied building standing thereon within Mouza-Panihati,\*J.L. No. 10, Re.Su. No. 32, Touzi No. 155, comprised and contained in R.S. Dag No. 74, under Jaminder Khatian 19, corresponding to R.S. Khatian No. 195, P.S. Khardah, A.D.S.R.O. Barrackpore now A.D.S.R.O. Sodepur, Dist: North 24 Parganas within the local limit of Panihati Municipality, being Holding no. 1 & 2, Pathagar Road, under Ward No. 3 morefully and particularly described in the schedule hereinbelow, hereinafter called and referred to as the "SAID PROPERTY" the Developer herein approached the owners and expressed its intention to develop the undermentioned schedule of property according to the building plan to be approved and sanctioned by the Panihati Municipality.

**AND WHEREAS** the owners herein hereby agree to authorise the Developer to construct the multistoried (G+4) building with Lift facility in the under mentioned schedule of property, morefully and particularly described in the schedule hereinbelow according to the building plan to be approved and sanctioned by the Panihati Municipality and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot of land at the cost of the developer on the terms and conditions stipulated hereunder:-

(6)

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY  
AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**ARTICLE-I                      DEFINITION**

**1. OWNERS:**

**(1) SMT. RITA CHATTERJEE**, Wife of Late Sukumar Chattopadhyay @ Chatterjee, by Nationality- Indian, by Religion-Hindu, by occupation-Housewife, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114,

**(2) SMT. UMA CHATTERJEE**, Wife of Late Jyoti Kumar Chattopadhyay, by Nationality- Indian, by Religion- Hindu, by occupation-Housewife, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114,

**(3) SRI SUBHRA CHATTERJEE**, Son of Late Jyoti Kumar Chattopadhyay, by Nationality- Indian, by Religion- Hindu, by occupation-Business, residing at: Pathagar Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114,

**2. DEVELOPER:**

**"M/S. B. D. CONSTRUCTION"** having its present place of Business at 39, Sukchar, Ambagan, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, represented by its partners namely:

**(1) SRI NIRMALENDU BOSE**, Son of Late Nikhil Ranjan Bose, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 39, Sukchar, Ambagan, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

**(2) SRI SANKHADEEP DEY**, Son of Sri Sahadeb Dey, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: 127, T.N.Banerjee Road, P.O.- Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata- 700114,

**3. LAND** : The land described in the schedule hereunder written.

(7)

**4. BUILDING** : Means five (G+4) storied building with lift facility to be constructed on the schedule property in accordance with the plan to be sanctioned by the Panihati Municipality in the name of the owners at the cost of the Developer.

**5. ARCHITECT** : Shall mean person or firm appointed or nominated by the Developer/Promoter for construction of the proposed building.

**6. BUILDING PLAN** : Plan to be sanctioned by the Panihati Municipality.

**7. TRANSFER** :-Arising as grammatical variant or shall include a transfer by possession and by any other means adopted for affecting what is understood as a transfer or space/flat in multi storied building to the intending purchaser and/or purchasers thereof although the same amounts as transfer in hand.

**8. TRANSFEREE** : Shall mean a person to whom any space/flat in the building will be transferred by a Deed of Conveyance for a valuable consideration by the owners or the respective space/flat of the said building and/or otherwise.

**9. TIME** : Shall mean the construction to be completed within **30 (Thirty)** months from the date of sanctioned plan or hand over the possession which ever is later.

**10. COMMENCEMENT** : This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

## **ARTICLE-II**

### **COMMENCEMENT AND FIELD OF THIS AGREEMENT**

**(A)** This Agreement shall come into effect automatically and immediately on Execution of these presents by and between the Parties hereto.

**(B)** Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of Registered of Deed or Deeds of Conveyance or Transfer by the Land Owners in favour of the Developer or its nominee/nominees in terms of the

(8)

Agreement in respect of flat portion in the proposed building together with undivided right, title and interest in the land of the said premises.

**ARTICLE-III**

**LAND OWNER'S REPRESENTATION**

- (a) The Land owners is absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
- (b) None other than a Land owners has any claim, right, title and/ or demand over and in respect of the said premises and/or any portion thereof.
- (c) That the said property is free from all encumbrances, charges, liens, lispendence, attachments, acquisition, requisition whatsoever or howsoever.
- (d) That the Developer i.e. the Other Part hereto being satisfied with the right, title and interest and possession of the Party of the One Part as mentioned in the Schedule hereunder, has agreed to do the proposed development of the said holding in terms and conditions as contained herein above.
- (e) That the said property is not subject to any suit or legal proceeding in any court of law.

**ARTICLE-IV**

**LAND OWNER'S RIGHT AND OBLIGATIONS AND REPRESENTATIONS**

- (i) The Land owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispendence, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.
- (ii) The Land owners has absolute right and authority to develop the said plot of land.

**ARTICLE-V**

**DEVELOPER'S RIGHT AND RESPONSIBILITIES:**

The scope of work envisaged to be done by the Developer hereunder shall include:



(9)

(i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use. The Developer's responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.

(ii) The Developer will have every right to demolish the existing building on the land stated in the Schedule hereunder and whatsoever the materials of the said building subject to be demolished shall be disposed of by the Developer and the sale proceeds thereon shall absolutely be credited to the Developer's account and no claim thereon on the part of the Land Owners's shall be entertained in any case.

(iii) All outgoings including other rates, taxes duties and other impositions by the Panihati Municipality or other any competent, authority in respect of the said property upto the date of this agreement shall be paid by the Land Owners.

(iv) All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.

(v) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats of the proposed building/buildings which completely includes as Developer's areas/portions in the proposed building at the said premises and/or of all or any portion/portions thereof, which will include common area and facilities togetherwith the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owners or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards to Land Owners. The Developer will

(10)

complete the construction of the building with the standard materials as would be available in the market.

(vi) The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owners and to submit the same to the concerned authority in the name of the owners at its own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owners from the concerning authority/s.

(vii) The Developer hereby undertakes to indemnify and keep indemnified the Land owners from and against any and all actions, charges, claims any third party arising out of due to the negligence of non-compliance of any law, byelaw, rules and regulations of the Panihati Municipality and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.

(viii) The Developer will complete the construction within **30 (Thirty)** months from the date of sanctioning the Plan by the Municipal authority. For this purpose Developer must take all necessary steps. However, in any case if the Developer fails to complete the said construction work within a period of within **30 (Thirty)** months from the date of sanctioning of the plan by the Panihati Municipality barring unforeseen circumstances, the Developers will be held liable to appropriately be compensated, the Land Owners by payment of money towards damages.

(11)

(ix) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the owners indemnified.

(x) The Developer shall obtain all necessary "No-Objection" Certificate and procure "Completion Certificate" from all statutory authorities such as Municipality and others.

(xi) The grade of concrete to be used will conform to ISI-M20.

#### **ARTICLE-VI**

#### **CONSIDERATION**

In consideration of the Owners having granted the Second Party and exclusive consent to develop the said landed property the owners jointly shall be entitled to get the Owner's Allocation into the new proposed building by using its land in commercial purpose and such area shall be allotted in the new building in the following manner:

**The owner no. 1, 2 & 3** are jointly entitled to get a self Contained 2BHK Residential **flat, being Flat no. 3B measuring an area more or less 800 Sq.ft. Covered Area on the 3rd Floor, South-West Facing** of the proposed multistoried building and they are also jointly entitled to get a sum of Rs. 31,00,000.00 (Rupees Thirty One Lakhs) Only as Non-Refundable security deposit amount out of which the developer shall pay Rs. 75,000.00 (Rupees Seventy Five Thousand) only to the land owners on or before execution and registration of this development agreement and the rest amount to the tune of Rs. 30,25,000.00 (Rupees



Alokendu Bandyopadhyay

Signature

Contd...12

(12)

Thirty Lakhs twenty Five Thousand) only shall be paid by the developer to the land owners in different installments during the stipulated period of this agreement and after receiving such amount the land owners shall issue proper money receipts in favour of the developer.

**Covered area means (covered area of Flat + proportionate share of Stair Case & Lobby).**

Be it mentioned hereto that after receiving the possession of owner's allocation flats as mentioned herein above and the entire consideration amount as Owner's allocation the Owners herein shall have no future claim or demand in respect of their allocation from the Developer.

The landowners shall not demand anything more than what is stated above.

## **ARTICLE-VII**

### **PROCEDURE**

**1.** The Land owners shall execute a Registered Power of Attorney for Development as may be required for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area only. During continuation of this agreement the owners shall not in any

(13)

way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement. The Developer in no circumstances is entitled to mortgage the schedule mentioned property with any bank or financial institution.

**2.** The Land owners shall help to obtain mutation of the property in the name of the developer and/or its nominee or nominees and/or favour of the future flat owners after the completion of the construction and after transfer or sale of all the flats to the said future owners hereof.

**3.** The Land owners shall handover physical possession of the land with the existing structure to the developer and/or his representatives within 7 Days after execution of this Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

**4.** The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the owners free of cost.

**5.** The owners shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners allocated flats as

(14)

may be determined by the association or society to be formed after taking physical possession of their respective flats from the Developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats, in question among all consumers or purchasers.

**ARTICLE - VIII**

**CONSTRUCTION**

The Land owners or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

**ARTICLE-IX**

**POSSESSION**

Immediately on execution of these presents the owners shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for Development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owners or any person or persons claiming under them. The delivery of possession must be in writing and should be signed both the owners and the Developer.

**ARTICLE-X**

**BUILDING**

(a) The Developer will at its own cost and on the basis of specification as per sanctioned Building Plan shall construct,

(15)

erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within **30 (Thirty) Months** from the date of sanctioning of plan by the Municipal authority.

(b) The Developer will install and erect in the said Building at their own costs, pumps, water storage over head reservoirs, electrification, permanent electric connection from the WBSEDCL/CESC and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by WBSEDCL/CESC in the said Building.

(c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developers during the period of construction subject to the sanction of the appropriate authorities after obtaining approval of the land owners.

(d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land owners shall have no liability whatsoever in this context.

## **ARTICLE-XI**

### **RATES AND TAXES**

(i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes as being paid by the Land owners under this agreement till the Development of the property from the date of taking over the possession.

(16)

(ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.

**ARTICLE-XII**

**SERVICE AND CHARGES**

(a) On completion of the Building and after possession of their respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.

(b) The Service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipment for common use maintenance and general management of the building.

(c) The Developer in consultation with the Land owners and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration maintenance and other schemes and as well Association of Land Owners of the respective flats as and when formed.

**ARTICLE-XIII**

**COMMON RESTRICTIONS**

(a) The transferees and occupiers shall, in any event, not use the allotted area as godown and shall not store inflammable or combustible articles/materials, such as bike skin and kerosene, diesel oil etc. which may cause fire hazard to the said building.

(b) None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in their allocated portion or any part thereof.



(17)

(c) Subject to the Developer fulfilling its obligation and commitments as specified herein the time the owners shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

#### **ARTICLE-XIV**

##### **LEGAL COMPLIANCE**

(i) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.

(ii) The owners shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as aforesaid togetherwith proportionate undivided share or right in the land and to register the same whenever necessary.

#### **ARTICLE-XVI**

##### **OWNERS' INDEMNITY**

The Owners hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land owners.

#### **ARTICLE-XVII**

##### **TITLE DEEDS**

The Land Owners shall hand over all original documents and the title deed/deeds alongwith other related paper to the landed property such as Municipal Tax Receipts, Porcha, Khajna, Dakhila etc. to the Developer Firm in exchange of

(18)

proper acknowledgement receipts and such documents will be kept with the Developer until completion of the proposed multi storied building. After completion of the coveted building the Developer Firm hereby undertake to hand over the said original documents to the flat owners with proper receipts.

**ARTICLE-XVIII**

**MISCELLANEOUS**

(a) The Land Owners and the Developers and the Confirming Party herein entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the developer and the owners but as joint venture between the parties hereto.

(b) Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land owners if delivery by hand and duly acknowledge and/or sent by prepaid Registered Post with acknowledgment due and shall likewise any notice required to be given by the Land owners shall be deemed without prejudice to the owners mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.

(c) There is no existing agreement regarding the Development and/or the sale of the said premises and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners and the Confirming hereto doth hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.

(19)

(d) Each terms of this agreement shall be the consideration for the other terms.

### **ARTICLE-XIX**

#### **FORCE MAJEURE**

1. Force Majeure is herein defined as:
  - (a) Any cause which is beyond the control of the Developer.
  - (b) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
  - (c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machinery or equipment and power shortage.
  - (d) Transportation delay due to force majeure or accidents.
2. The Developer and/or Land owners shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owners mutually agree to extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owners.

### **ARTICLE-XX**

#### **JURISDICTION**

Courts of North 24 Parganas along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

### **ARTICLE-XXI**

#### **ARBITRATION**

All disputes and differences arising between the parties to this agreement shall on the First place be referred to arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly in accordance with Indian Arbitration Act, 1940 to process, the dispute and difference and any step otherwise without compliance the provision

(20)

of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

## **ARTICLE-XXII**

### **GENERAL CONDITIONS**

(a) All appendices in this agreement are integral parts of this agreement.

(b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties.

### **FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the piece or parcel of land classified as "Bastu" having rayat possessory right admeasuring more or less **3Cottahs 8Chittaks** (from the Southern part) togetherwith a 100sq.ft. R. T. Shed standing thereon into and out of the total landed property measuring an area about 8 cottahs of land togetherwith two storied building standing thereon within **Mouza-Panihati**, J.L. No. 10, Re.Su. No. 32, Touzi No. 155, comprised and contained in **R.S. Dag No. 74**, under Jaminder Khatian 19, corresponding to **R.S. Khatian No. 195**, P.S. Khardah, A.D.S.R.O. Sodepur, Dist: North 24 Parganas within the local limit of Panihati Municipality, being Holding no. 1 & 2, Pathagar Road, under Ward No. 3 which is the subject property of this Development Agreement.

### **BUTTED AND BOUNDED**

On the North : House of Land Owners.  
On the South : House of Sri Ashutosh Bose  
On the East : House of Sri Pran Gopal Saha.  
On the West : 23ft. Wide T. N. Banerjee Road.

THE First Schedule property vividly shown and delineated in the Plan annexed hereto and boundary line marked by coloured **RED**. The said plan will be treated as a part of this Development Agreement.

(21)

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**

In consideration of the Owners having granted the Second Party and exclusive consent to develop the said landed property the owners jointly shall be entitled to get the Owner's Allocation into the new proposed building by using its land in commercial purpose and such area shall be allotted in the new building in the following manner:

**The owner no. 1, 2 & 3** are jointly entitled to get a self Contained 2BHK Residential **flat, being Flat no. 3B measuring an area more or less 800 Sq.ft. Covered Area on the 3rd Floor, South-West Facing** of the proposed multistoried building and they are also jointly entitled to get a sum of Rs. 31,00,000.00 (Rupees Thirty One Lakhs) Only as Non-Refundable security deposit amount out of which the developer shall pay Rs. 75,000.00 (Rupees Seventy Five Thousand) only to the land owners on or before execution and registration of this development agreement and the rest amount to the tune of Rs. 30,25,000.00 (Rupees Thirty Lakhs twenty Five Thousand) only shall be paid by the developer to the land owners in different installments during the stipulated period of this agreement and after receiving such amount the land owners shall issue proper money receipts in favour of the developer.

(22)

**Covered area means (covered area of Flat + proportionate share of Stair Case & Lobby).**

Be it mentioned hereto that after receiving the possession of owner's allocation flats as mentioned herein above and the entire consideration amount as Owner's allocation the Owners herein shall have no future claim or demand in respect of their allocation from the Developer.

The landowners shall not demand anything more than what is stated above.

**THIRD SCHEDULE ABOVE REFERRED TO**

**(Developer's allocation)**

**DEVELOPER'S ALLOCATION:** shall mean the entire building including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developer after providing the Owners allocation as aforesaid and togetherwith the absolute right of the Developer to enter into agreement for sale with intending purchaser/purchasers by and mode of Transfer of property Act. and/or lease, let out, or in any manner may with the same as the absolute Owner thereof.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(Specification of work)**

1. **Construction :** As per sanctioned building plan.
2. **Foundation :** R.C.C. foundation and framed structure.

(23)

3. **Brick Work** : Brick work 8", 5" and 3" with specified plaster.
4. **Flooring** : Flooring will be finished with floor tiles.
5. **Doors** : All Doors will be Flash Door and the Bathroom Door will be P.V.C.
6. **Windows** : All windows will be Alluminium sliding window with glass fitted.
7. **Grill** : M. S. Grill at window with 1 coat paint.
8. **Toilet** : Glazed tiles upto 5'-0" ht. pan or a commode in white with cistern, porcelain shower point, one Bib Cock, one wash basin (standard make).
9. **Kitchen** : Black Stone cooking platform with a steel sink and glazed tiles upto 2' above cooking platform, taps etc. complete with exhaust fan hole.
10. **Electrical Works** : All wiring will be concealed upto Twenty-Five points with ten power plug.
11. **Wall Painting** : Decoration Cement paint on outside wall. Indian wall finish with plaster of paris.
12. **Water Supply** : Water sources from Deep tubewell by sub-mercible pump to the overhead water reservoir with individual distribution.
13. **Internal Finish** : All the interior walls will be finished with a coat of plaster of paris, synthetic enamel paint on door, window and grill.

(24)

**IN WITNESSES WHEREOF**, the Parties have hereunto put their respective signature on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

**in the presence of**

**WITNESSES:**

1. Sandip Das  
R.K. Palay, Panhati      Rita Chatterjee
  2. Arishen Podder  
Sriszamnagar      Uma Chatterjee  
457-113      Subhojit Das
- 
- SIGNATURE OF THE LAND OWNERS**

M/s. B. D. CONSTRUCTION

Sankardeep Das      T. C. Bandyopadhyay Bose  
Partner

---

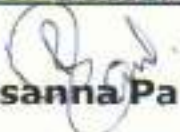
**SIGNATURE OF THE DEVELOPER**

**Drafted by :**

Alokendu Bandyopadhyay  
Adv.

Alokendu Bandyopadhyay  
Enl. no. - WD-570/20-4, Advocate  
District Judges' Court, Barasat  
North 24 Parganas (W.B.)

**Laser Setter :**

  
**Prasanna Paul**



(25)

**Memo of Consideration**

We, the Land Owners do hereby Received a sum of **Rs. 75,000.00 (Rupees Seventy Five Thousand)** Only from the within named Developer/s in the following memo.

1. By valid Indian Currency to  
Smt. Rita Chatterjee Rs. 25,000.00
2. By an a/c payee cheque, being no. 155291  
dated 23/06/2017 issued from Central Bank Of India  
to Smt. Uma Chatterjee & Sri Subhra Chatterjee Rs. 50,000.00

**Total : Rs. 75,000.00**

In Word : **Rupees Seventy Five Thousand** Only.

SIGNED AND DELIVERED  
IN PRESENCE OF FOLLOWING

**WITNESSES :**

1. Sandip Das  
R.K. Bandyopadhyay
2. Arishen Podder Rita Chatterjee  
Srinamogaz Uma Chatterjee  
407-113 Subhra Chatterjee

**SIGNATURE OF THE LAND OWNERS**

*Subhra Chatterjee*

SITE PLAN OF LAND ALONGWITH STRUCTURE THEREON AT MOUZA - PANIHATI, J.L.NO. -10, R.S. NO. - 32, R.S.DAG NO. -74, R.S.KHATIAN NO. - 195, TOUZI - 155, WITHIN THE LIMITS OF PANIHATI MUNICIPALITY, HOLDING NO. -2, AT PATHAGAR ROAD, WARD NO. -3, P.S. - KHARDAH, DIST. NORTH 24 PARGANAS.

TOTAL AREA OF LAND : 08 K - 00 CH - 00 SFT

AREA OF LAND CONCERNED  
IN THIS AGREEMENT : 03 K - 08 CH - 00 SFT

DEMARKED BY RED COLOUR

ONLY WRITTEN DIMENSION TO BE FOLLOWED



Rita Chatterjee  
Uma Chatterjee  
Subhojit Chatterjee  
SIGN. OF 1ST PART

M/s. B. D. CONSTRUCTION

Sankardeep Chatterjee  
Dipromalendu Bose  
Partner

SIGN. OF 2ND PART



**ORDER RULE 44A OF THE I.R. ACT 1908**



(1) Name : **SMT. RITA CHATTERJEE**

*Rita Chatterjee*

**LEFT HAND FINGER PRINTS**

| LITTLE | RING | MIDDLE | FORE | THUMB |
|--------|------|--------|------|-------|
|        |      |        |      |       |

**RIGHT HAND FINGER PRINTS**

| THUMB | FORE | MIDDLE | RING | LITTLE |
|-------|------|--------|------|--------|
|       |      |        |      |        |

*Rita Chatterjee*

SIGNATURE OF THE PRESENTANT



(2) Name : **SMT. UMA CHATTERJEE**

*Uma Chatterjee*

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator

**LEFT HAND FINGER PRINTS**

| LITTLE | RING | MIDDLE | FORE | THUMB |
|--------|------|--------|------|-------|
|        |      |        |      |       |

**RIGHT HAND FINGER PRINTS**

| THUMB | FORE | MIDDLE | RING | LITTLE |
|-------|------|--------|------|--------|
|       |      |        |      |        |

*Uma Chatterjee*

SIGNATURE OF THE PRESENTANT

All the above fingerprints are of the abovenamed person, and attested by the said person.

N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

# ORDER RULE 44A OF THE I.R. ACT 1908



**SRI SUBHRA CHATTERJEE**

(1) Name : .....

## LEFT HAND FINGER PRINTS

*Sri Subhra Chatterjee*

| LITTLE | RING | MIDDLE | FORE | THUMB |
|--------|------|--------|------|-------|
|        |      |        |      |       |

## RIGHT HAND FINGER PRINTS

| THUMB | FORE | MIDDLE | RING | LITTLE |
|-------|------|--------|------|--------|
|       |      |        |      |        |

*All the above fingerprints are of the abovenamed person, and attested by the said person.*

*Sri Subhra Chatterjee*  
-----  
**SIGNATURE OF THE PRESENTANT**

**X**

**X**  
PHOTO  
PASTED

(2) Name : .....

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator

## LEFT HAND FINGER PRINTS

| LITTLE   | RING     | MIDDLE   | FORE     | THUMB    |
|----------|----------|----------|----------|----------|
| <b>X</b> | <b>X</b> | <b>X</b> | <b>X</b> | <b>X</b> |

## RIGHT HAND FINGER PRINTS

| THUMB    | FORE     | MIDDLE   | RING     | LITTLE   |
|----------|----------|----------|----------|----------|
| <b>X</b> | <b>X</b> | <b>X</b> | <b>X</b> | <b>X</b> |

**X**

-----  
**SIGNATURE OF THE PRESENTANT**

*All the above fingerprints are of the abovenamed person, and attested by the said person.*

# FORMER RULE 44A OF THE I.R. ACT 1908



(1) Name : **SRI NIRMALENDU BOSE**

## LEFT HAND FINGER PRINTS

| LITTLE | RING | MIDDLE | FORE | THUMB |
|--------|------|--------|------|-------|
|        |      |        |      |       |

## RIGHT HAND FINGER PRINTS

| THUMB | FORE | MIDDLE | RING | LITTLE |
|-------|------|--------|------|--------|
|       |      |        |      |        |

Sri Nirmalendu Bose  
SIGNATURE OF THE PRESENTANT



(2) Name : **SRI SANKHADEEP DEY**

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator

## LEFT HAND FINGER PRINTS

| LITTLE | RING | MIDDLE | FORE | THUMB |
|--------|------|--------|------|-------|
|        |      |        |      |       |

## RIGHT HAND FINGER PRINTS

| THUMB | FORE | MIDDLE | RING | LITTLE |
|-------|------|--------|------|--------|
|       |      |        |      |        |

Sankhadeep Dey  
SIGNATURE OF THE PRESENTANT

All the above fingerprints are of the abovenamed person, and attested by the said person.

N.B. - L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

RITA CHATTERJEE  
PURNA CHANDRA BANERJEE



08/03/1950

Permanent Account Number

AQXPC8741R

*Rita Chatterjee*

Signature



*Rita Chatterjee*

जायकार विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

भारत सरकार का  
Parliamentary Account Number Card  
BGFPC20190

नाम  
UMA CHATTERJEE

पिता का नाम - Father's Name  
DHIRENDRANARAI SANDYOPADHYAY

जन्म तिथि (Date of Birth)  
24/09/1960

नाम  
Uma Chatterjee

हस्ताक्षर  
Signature



Uma Chatterjee



*Subhra Chatterjee*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AATFB3635P



नाम / Name  
B D CONSTRUCTION

स्थापना/गठन की तारीख  
Date of Incorporation / Formation  
05/04/2018

2042018

इस कार्ड को खोने / खोने पर कृपया सूचित करें / सूचित करें।  
आयकर सेवन सेवा इकाई, एन.डी.एल.  
5-थी फ्लोर, माइन स्ट्रीटिंग,  
प्लॉट नं. 141, सर्वे नं. 997/8,  
मॉडल कॉलोनी, नैर डीप बागाव चौक,  
पुणे - 411 016.

*If this card is lost / someone's tax card is found,  
please inform / return to:*  
Income Tax PAN Services Unit, NSDL  
5th floor, Main Streeting,  
Plot No. 141, Survey No. 997/8,  
Model Colony, Near Deep Bagav Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: [taxs@nsdl.co.in](mailto:taxs@nsdl.co.in)



ভারত সরকার

ভারত সরকার  
Unique Identification Authority of India  
Government of India

ভূমিকাভুক্তি আইডি / Enrollment No. : 1111/11659/02087

To  
Nirmalendu Bose  
পিতামণ্ডল বোস  
SID: Nikhil Ranjan Bose  
AMBAGAN  
Panshat (M)  
Sukchar, North 24 Parganas  
West Bengal - 700115



KL828534934FT  
82853493



আপনার আধার সংখ্যা / Your Aadhaar No. :

**3881 2827 6390**

আধার - সাধারণ মানুষের অধিকার

ভারত সরকার  
Government of India

পিতামণ্ডল বোস  
Nirmalendu Bose

স্বাক্ষর/DOB: 15/10/1981  
পুরুষ / Male

3881 2827 6390

আধার - সাধারণ মানুষের অধিকার



Nirmalendu Bose



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
 ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

এনক্রিপ্টেশন আইডি / Enrollment No.: 1111/11660/02369

To  
 Sankhadeep Dey  
 পিতার নাম  
 S/O. SAHADEB DEY  
 TN, BANERJEE ROAD  
 PANIHATI  
 Panihati (m)  
 Panihati, North 24 Parganas  
 West Bengal - 700114

09/03/2014



KL810620726FT

81062072



আপনার আধার সংখ্যা / Your Aadhaar No. :

**3054 7303 1048**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



সংক্রান্ত  
 Sankhadeep Dey  
 পিতার নাম  
 Father: SAHADEB DEY

এনক্রিপ্টেশন আইডি / DOB: 08/09/1999  
 পুং / Male

**3054 7303 1048**



আধার - সাধারণ মানুষের অধিকার

*Sankhadeep Dey*

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

GRN: 19-201819-023458321-1

Payment Mode Online Payment

GRN Date: 08/05/2018 09:27:32

Bank : AXIS Bank

BRN : 295018360

BRN Date: 08/05/2018 09:28:27

DEPOSITOR'S DETAILS

Id No. : 15240000718701/5/2018

[Query No./Query Year]

Name : Alokendu Bandyopadhyay

Contact No. :

Mobile No. : +91 9674975574

E-mail :

Address :

76 CENTRAL ROAD ANANDALOKE KOL110

Applicant Name : Mr Alokendu Bandyopadhyay

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement  
Payment No 5

PAYMENT DETAILS

| Sl. No. | Identification No.    | Head of A/C Description                  | Head of A/C        | Amount[ ₹ ] |
|---------|-----------------------|--|--------------------|-------------|
| 1       | 15240000718701/5/2018 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 2021        |
| 2       | 15240000718701/5/2018 | Property Registration- Registration Fees | 0030-03-104-001-16 | 771         |

Total

2792

In Words : Rupees Two Thousand Seven Hundred Ninety Two only

### Major Information of the Deed

|  |  |   |            |
|--|--|---|------------|
| Deed No :  | I-1524-02772/2018  | Date of Registration                          | 11/05/2018 |
| Query No / Year  | 1524-0000718701/2018   | Office where deed is registered               |            |
| Query Date   | 07/05/2018 10:48:49 AM   | A.D.S.R. SODEPUR, District: North 24-Parganas |            |
| Applicant Name, Address & Other Details                      | Alokendu Bandyopadhyay<br>Barrackpore Court, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL,<br>PIN - 700120, Mobile No. : 9830075574, 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 : 75,000/-]                                 |   |            |
| Set Forth value  | Market Value   |   |            |
| Rs. 40,00,000/-  | Rs. 46,23,753/-  |   |            |
| Stampduty Paid(SD)   | Registration Fee Paid  |   |            |
| Rs. 7,021/- (Article-48(g))                                  | Rs. 771/- (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:- Khardaha, Municipality: PANIHATI, Road: T. N. Banerjee Road, Mouza: Panihati, Ward No: 3, Holding No:1

| 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-74       | RS-195         | Bastu         | Bastu   | 3 Katha 8 Chatak | 39,70,000/-             | 45,93,753/-           | Width of Approach Road: 23 Ft., Adjacent to Metal Road, |
| <b>Grand Total :</b> |             |                |               |         | <b>5.775Dec</b>  | <b>39,70,000 /-</b>     | <b>45,93,753 /-</b>   |   |







#### Structure Details :

| Sch No  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1  | On Land L1        | 100 Sq Ft.        | 30,000/-                | 30,000/-              | Structure Type: Structure |
| Floor No: 1, Area of floor : 100 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>  |                   | <b>100 sq ft</b>  | <b>30,000 /-</b>        | <b>30,000 /-</b>      |                           |



Major Information of the Deed :- I-1524-02772/2018-11/05/2018

**Lord Details :**

| No | Name, Address, Photo, Finger print and Signature   |
|----|--|
|    | Name Photo Fingerprint Signature   |
| 1  | <p><b>Mrs Rita Chatterjee</b><br/>Wife of Late Sukumar Chattopadhyay Chatterjee<br/>Executed by: Self, Date of Execution: 11/05/2018<br/>, Admitted by: Self, Date of Admission: 11/05/2018 ,Place : Office</p>   <p>11/05/2018 LTI 11/05/2018</p> <p>Signature: <i>Rita Chatterjee</i></p> <p>11/05/2018</p> <p>Pathagar Road, P.O:- Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700114 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AQXPC8741R, Status :Individual, Executed by: Self, Date of Execution: 11/05/2018 , Admitted by: Self, Date of Admission: 11/05/2018 ,Place : Office</p>         |
| 2  | <p><b>Mrs Uma Chatterjee</b><br/>Wife of Late Jyoti Kumar Chattopadhyay<br/>Executed by: Self, Date of Execution: 11/05/2018<br/>, Admitted by: Self, Date of Admission: 11/05/2018 ,Place : Office</p>   <p>11/05/2018 LTI 11/05/2018</p> <p>Signature: <i>Uma Chatterjee</i></p> <p>11/05/2018</p> <p>Pathagar Road, P.O:- Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700114 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BQFPC2018G, Status :Individual, Executed by: Self, Date of Execution: 11/05/2018 , Admitted by: Self, Date of Admission: 11/05/2018 ,Place : Office</p>                 |
| 3  | <p><b>Mr Subhra Chatterjee (Presentant)</b><br/>Son of Late Jyoti Kumar Chattopadhyay<br/>Executed by: Self, Date of Execution: 11/05/2018<br/>, Admitted by: Self, Date of Admission: 11/05/2018 ,Place : Office</p>   <p>11/05/2018 LTI 11/05/2018</p> <p>Signature: <i>Subhra Chatterjee</i></p> <p>11/05/2018</p> <p>Pathagar Road, P.O:- Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700114 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEOPC1581L, Status :Individual, Executed by: Self, Date of Execution: 11/05/2018 , Admitted by: Self, Date of Admission: 11/05/2018 ,Place : Office</p> |









Major Information of the Deed :- I-1524-02772/2018-11/05/2018

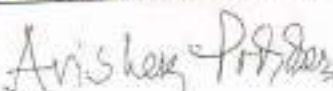
**Developer Details :**

| No | Name,Address,Photo,Finger print and Signature  |
|----|--|
| 1  | <b>B D Construction</b><br>39, Sukchar, Ambagan, P.O:- Sukchar, P.S- Khardaha, Panihati, District.-North 24-Parganas, West Bengal, India, PIN - 700115 , PAN No.:: AATFB3635P, Status :Organization, Executed by: Representative |

**Representative Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |  |  |  |
|-------|--|--|--|--|
| 1     | Name   | Photo  | Finger Print   | Signature  |
|       | <b>Mr NIRMALENDU BOSE</b><br>Son of Late Nikhil Ranjan Bose<br>Date of Execution - 11/05/2018, , Admitted by: Self, Date of Admission: 11/05/2018, Place of Admission of Execution: Office   | <br><small>May 11 2018 2:13PM</small>   | <br><small>LTI 11/05/2018</small>   | <br><small>11/05/2018</small>   |
|       | 39, Sukchar, Ambagan, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : B D Construction (as Partner)    |  |  |  |
| 2     | Name   | Photo  | Finger Print   | Signature  |
|       | <b>Mr SANKHADEEP DEY</b><br>Son of Mr Sahadeb Dey<br>Date of Execution - 11/05/2018, , Admitted by: Self, Date of Admission: 11/05/2018, Place of Admission of Execution: Office   | <br><small>May 11 2018 3:13PM</small> | <br><small>LTI 11/05/2018</small> | <br><small>11/05/2018</small> |
|       | 127, T.N.Banerjee Road, P.O:- Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700114, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : B D Construction (as Partner) |  |  |  |

**Identifier Details :**

| Name & address  |            |
|---|------------|
| Mr Avishek Podder<br>Son of Mr Basudeb Podder<br>Sriram Nagar, P.O:- Natagarh, P.S:- Ghola, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700113, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mrs Rita Chatterjee, Mrs Uma Chatterjee, Mr Subhra Chatterjee, Mr NIRMALENDU BOSE, Mr SANKHADEEP DEY | 11/05/2018 |
|    |            |



Major Information of the Deed :- I-1524-02772/2018 dated 11/05/2018

| Transfer of property for L1 |                      |                                    |
|-----------------------------|----------------------|------------------------------------|
| Sl.No                       | From                 | To. with area (Name-Area)          |
|                             | Mrs Rita Chatterjee  | B D Construction-1.925 Dec         |
| 2                           | Mrs Uma Chatterjee   | B D Construction-1.925 Dec         |
| 3                           | Mr Subhra Chatterjee | B D Construction-1.925 Dec         |
| Transfer of property for S1 |                      |                                    |
| Sl.No                       | From                 | To. with area (Name-Area)          |
| 1                           | Mrs Rita Chatterjee  | B D Construction-33.33333300 Sq Ft |
| 2                           | Mrs Uma Chatterjee   | B D Construction-33.33333300 Sq Ft |
| 3                           | Mr Subhra Chatterjee | B D Construction-33.33333300 Sq Ft |

Endorsement For Deed Number : I - 152402772 / 2018

On 07-05-2018

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 46,23,753/-

Maitreyee Ghosh

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

On 11-05-2018

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 12:45 hrs on 11-05-2018, at the Office of the A.D.S.R. SODEPUR by Mr Subhra Chatterjee, one of the Executants

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

Execution is admitted on 11/05/2018 by 1. Mrs Rita Chatterjee, Wife of Late Sukumar Chattopadhyay Chatterjee, Pathagar Road, P.O: Panihati, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by Profession House wife, 2. Mrs Uma Chatterjee, Wife of Late Jyoti Kumar Chattopadhyay, Pathagar Road, P.O: Panihati, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by Profession House wife, 3. Mr Subhra Chatterjee, Son of Late Jyoti Kumar Chattopadhyay, Pathagar Road, P.O: Panihati, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by Profession Business

Major Information of the Deed :- I-1524-02772/2018-11/05/2018





Executed by Mr Avishek Podder, , Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, ,  
City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession  
Service

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

Execution is admitted on 11-05-2018 by Mr NIRMALENDU BOSE, Partner, B D Construction (Partnership Firm), 39,  
Sukchar, Ambagan, P.O:- Sukchar, P.S:- Khardaha, Panihati, District-North 24-Parganas, West Bengal, India, PIN -  
700115

Indetified by Mr Avishek Podder, , Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, ,  
City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession  
Service

Execution is admitted on 11-05-2018 by Mr SANKHADEEP DEY, Partner, B D Construction (Partnership Firm), 39,  
Sukchar, Ambagan, P.O:- Sukchar, P.S:- Khardaha, Panihati, District-North 24-Parganas, West Bengal, India, PIN -  
700115

Indetified by Mr Avishek Podder, , Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, ,  
City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession  
Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 771/- ( B = Rs 750/- , E = Rs 21/- ) and  
Registration Fees paid by Cash Rs 0/-, by online = Rs 771/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 08/05/2018 9:28AM with Govt. Ref. No: 192018190234583211 on 08-05-2018, Amount Rs: 771/-, Bank:  
AXIS Bank ( UTIB0000005), Ref. No. 295018360 on 08-05-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/-,  
by online = Rs 2,021/-

**Description of Stamp**

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

2. Stamp: Type: Impressed, Serial no 121, Amount: Rs.5,000/-, Date of Purchase: 04/05/2018, Vendor name: S  
Samanta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 08/05/2018 9:28AM with Govt. Ref. No: 192018190234583211 on 08-05-2018, Amount Rs: 2,021/-, Bank:  
AXIS Bank ( UTIB0000005), Ref. No. 295018360 on 08-05-2018, Head of Account 0030-02-103-003-02

*Maitreyee Ghosh*

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



Major Information of the Deed :- I-1524-02772/2018-11/05/2018

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1524-2018, Page from 89830 to 89874  
being No 152402772 for the year 2018.



Digitally signed by Maitreyee Ghosh  
Date: 2018.05.21 15:34:19 +05:30  
Reason: Digital Signing of Deed.

*Maitreyee Ghosh*

(Maitreyee Ghosh) 21-05-2018 15:32:51  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SODEPUR  
West Bengal.



(This document is digitally signed.)