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District Sub-Registrar-III
 North 24-Parganas, Barasat
 2 AUG 2020

DEVELOPMENT & CONSTRUCTION AGREEMENT

THIS AGREEMENT is made on this the 12th day of August, Two Thousand Twenty (2020) A. D.

তার 10/08, 2020

নম্বর :- 789

জেতার নামঃ

Sanjini

ঠিকানা :-

5/12 Sanjini Pally PS-Barasat
Kot-126

মূল্য :-

5000

জেতার :-

হাবড়া এ ডি এম আর অফিস

জেলাঃ উঃ ২৪ পরগনা

খরিদ তার :-

8 JUL 2020

নোট স্ট্যাম্প খরিস :-

ট্রেজারী বারাগাত

275 000

তজারঃ- শ্রী সুদীপ ঘোষ



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Arund Kumar Das.
son of Profulla Kumar Das.
5/12, Sanjini Pally, Barasat
Kot-126.

District Sub-Registrar-III
North 24-Parganas, Barasat

12 AUG 2020

1. Place – D. S. R. – III, North 24 Parganas, Barasat.
2. Party
 - 2.1. **SMT. SAPTAPARNA DAS (PAN - APLPD2481E)**, wife of Sri Arnab Kumar Das of 5/12 Sarojini pally, Nabapally, P.S.- Barasat, District- North 24 Parganas, Kolkata – 700126, by faith – Hindu, by Nationality – Indian, by Occupation – Business, hereinafter called and referred to as the **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the context shall be deemed to mean and includes their respective heirs, executors, successors, legal representatives, administrators and assignees), of the **FIRST PART**.

AND

SRIJANI, a proprietorship firm, having its office at 5/12, Sarojini Pally, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, represented by its proprietor **SMT. SAPTAPARNA DAS (PAN No. - APLPD2481E)**, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O.- Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, by nationality Indian, by faith Hindu, by occupation Business, hereinafter called and referred to as the **DEVELOPER/PROMOTER** (which terms of expression shall unless and otherwise excluded by or repugnant to the context be deemed to mean and include its executors, successors, administrators, nominees or assigns) of the **OTHER PART**.

Land Owner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

3. Subject Matter of Development:
 - 3.1. Development Project & Appurtenances:
 - 3.2. Project Property: **ALL THAT** piece and parcel of land measuring an area of 04 (Four) Cottahs 08 (Eight) Chittaks 32 (Thirty Two) sq.ft., be



District Sub-Registrar-III
North 24-Parganas, Barasat

12 AUG 2020

the same a little more or less, along with cemented finished flooring one storied pucca building measuring an area of 475 sq.ft., more or less, standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. – 30/2 & 196/1, premises at N. D. P. – I, Sarojini Pally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas.

4. Background, Representations, Warranties and Covenants:

4.1. Representations and Warranties Regarding Title: The Land Owner has made the following representation and given the following warranty to the Developer regarding title.

5.1.1. Absolute Ownership of Land Owner :

WHEREAS Shanti Prova Dey, wife of Kshitish Chandra Dey, purchased all that piece and parcel of land measuring an area of 05 Cottah 19 sq.ft., be the same a little more or less, Scheme Plot No. – “72”, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 under Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, by a Registered Deed of Sale, being No. – 1200, dated – 14/03/1956, registered with the office of S. R. O. Barasat executed and registered by Manmohan Properties Limited, represented by its Managing Director Rai Sailendranath Ghosh Bahadur.

AND WHEREAS after purchasing the said land said Shanti Prova Dey got her name duly recorded in the records of Revisional Settlement, under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499 and sold out 01 cottah of land to Smt. Krishna Basu, wife of Mrinal Kanti Basu (By a by a Registered Deed of Sale, being No. – 786, submitted on 27/01/1970 and



T

District Sub-Registrar-III
North 24-Parganas, Barasat

12 AUG 2020

registered on 28/01/1970, registered with the office of S. R. O., Barasat) out of the said 05 Cottah 19 sq.ft. and while she had been possessing and enjoying the remaining 04 Cottah 19 sq.ft. of land she gifted all that piece and parcel of land measuring an area of 03 Cottah, be the same a little more or less, out of said 04 Cottah 19 sq.ft. of land lying and situated at Mouza - Noapara, J. L. No. - 83, comprised in C. S. Dag No. - 1115 corresponding to R. S. Dag No. - 1981/2499, under Khatian No. - 275 corresponding to R. S. Khatian No. - 1381, in favour of his son Sri Tapan Kumar Dey, by a Registered Deed of Gift, being No. - 246, in the year 18/01/1971, and delivered khas possession in his favour and the said Deed was registered with the office of S. R. O. - Barasat, copied in Book No. - I, Volume No. - 4, Pages from 196 to 199, being No. - 246 for the year 1971 and said Shanti Prova Dey was in peaceful khas possession over the remaining, 01 Cottah 19 sq.ft. of land.

AND WHEREAS after obtaining the said 03 Cottah of land while said Sri Tapan Kumar Dey had been possessing and enjoying the same he sold 01 Cottah of land in favour of Smt. Rina Dey, wife of Sri Moley Kumar Dey, by a Registered Deed of Sale, being No. - 1923, dated - 24/05/1984, and delivered khas possession in her favour and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. - I, Volume No. - 8, Pages from 445 to 449, being No. - 1923 for the year 1984.

AND WHEREAS while said Shanti Prova Dey had been possessing and enjoying the remaining 01 cottah 19 sq.ft. of land, at Mouza - Noapara, J. L. No. - 83, comprised in C. S. Dag No. - 1115 corresponding to R. S. Dag No. - 1981/2499, under Khatian No. - 275 corresponding to R. S. Khatian No. - 1381, she died intestate on 01/01/1994 and subsequently her husband Kshitish Chandra Dey died intestate on 19/10/1995 leaving behind their three sons & one daughter namely Sri Tapan Kumar Dey, Sri Moley Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu as their



District Sub-Registrar-III
North 24-Parganas, Barasat

12 AUG 2020

legal heirs and successors to inherit the said 01 cottah 19 sq.ft. of land left by said deceased Shanti Prova Dey & Kshitish Chandra Dey as their legal heirs and successors to inherit the share of property left by said deceased Shanti Prova Dey & Kshitish Chandra Dey, with the provisions of Hindu Succession Act., 1956.

AND WHEREAS said Kshitish Chandra Dey, seized acquired and possessed all that piece and parcel of land measuring an area of 01 Cottah, be the same a little more or less, lying and situated at Mouza - Noapara, J. L. No. - 83, Pargana - Anowarpur, Touzi No. - 146, comprised in C. S. Dag No. - 1115 corresponding to R. S. Dag No. - 1981/2499, under C. S. Khatian No. - 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas, by a Deed of Patta, dated - 03/11/1945 from the C. S. Recorded owner Hemanta Kumar Das, and said Kshitish Chandra Dey duly mutated his name in revisional settlement under R.S. Khatian No.-1381 and R.S.- Dag No.-1981/2499 and the local concerned land authority has issued a Mutation Certificate in favour of said Kshitish Chandra Dey, and while said Kshitish Chandra Dey was in peaceful possession over the said property he died intestate on 19/10/1995 leaving behind his three sons & one daughter namely Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu, as his legal heirs and successors to inherit the said property left by said deceased Kshitish Chandra Dey, with the provisions of Hindu Succession Act., 1956.

AND WHEREAS thus in the manner as depicted above said Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey, Smt. Rina Dey & Smt. Mallika Basu, in their respective share each, seized, possessed and sufficiently entitled to in total 05 Cottah 19 sq.ft. of land, be the same a little more or less, lying and situated at Mouza - Noapara, J. L. No. - 83, Pargana - Anowarpur, Touzi No. - 146, comprised in C. S. Dag No. - 1115 corresponding to R. S. Dag No. - 1981/2499, under C. S. & R. S



T

District Sub-Registrar-III
North 24-Parganas, Barasat

18 2 AUG 2020

Khatian No. – 275 corresponding to (Khasto) Modified R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, and said Goutam Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-35/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Maloy Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-36/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Tapan Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-33/83/2019 and vide Mutation Case No-38/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.83 Decimals & 3.30 Decimals, and said Mallika Basu got her name duly recorded in the records of Revisional Settlement vide Mutation Case No-37/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Rina Dey got her name duly recorded in the records of Revisional Settlement vide Mutation Case No-34/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 1.65 Decimals, and the, in their respective share each, had been possessing and enjoying the same in ejmali.

AND WHEREAS some conflicts arises between the aforesaid owners, regarding their respective shares and said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, as plaintiffs, filed a Suit for Partition, in the Court of Ld. Civil Judge (Senior Division), 1st Court, Barasat, North 24 Parganas, being T. S. No. – 692/2019, against said Sri Tapan Kumar Dey, Smt. Mallika Basu & Smt. Rina Dey, the Defendants therein.

AND WHEREAS the aforesaid parties came to a mutual understanding and prepared a Solenama to resolve the Case and accordingly filled the



7

District Sub-Registrar-III
North 24-Parganas, Barasat

18 2 AUG 1970

Solenama on 21.11.2019 and on the request of both the parties the Ld. Court passed an order that the Suit be Decreed in form of Compromise petition in terms of Solenama and subsequently the Ld. Court passed a final form of order on 17.01.2020 accepting the Solenama. And the Ld. Court pleased to pass a Final Decree on 11-03-2020 on terms of the Compromise Petition. And the property in question has been partitioned amongst both the parties as per the plan enclosed with the Solenama.

AND WHEREAS by virtue of the Final Decree said plaintiff Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, jointly become the owners of all that piece and parcel of land measuring an area of 02 Cottah 19 sq.ft. be the same a little more or less, being Part No. - "A", (shown in the annexed plan of the said Solenama, marked with colour "Red") lying and situated at Mouza - Noapara, J. L. No. - 83, Pargana - Anowarpur, Touzi No. - 146, comprised in C. S. Dag No. - 1115 corresponding to R. S. Dag No. - 1981/2499, under Khatian No. - 275 corresponding to R. S. Khatian No. - 1381, within the jurisdiction of local Barasat Municipality, under Ward No. - 5, Premises at N. D. P. - I, Sarojinipally, A.D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas and the said defendants, Sri Tapan Kumar Dey, Smt. Mallika Basu & Smt. Rina Dey, jointly become the owners of all that piece and parcel of land measuring an area of 03 Cottah, be the same a little more or less, being Part No. - "B" (shown in the annexed plan of the said Solenama, marked with colour "Green"), lying and situated at Mouza - Noapara, J. L. No. - 83, Pargana - Anowarpur, Touzi No. - 146, comprised in C. S. Dag No. - 1115 corresponding to R. S. Dag No. - 1981/2499, under Khatian No. - 275 corresponding to R. S. Khatian No. - 1381, within the jurisdiction of local Barasat Municipality, under Ward No. - 5, Premises at N. D. P. - I, Sarojinipally, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas.



T

District Sub-Registrar-III
North 24-Parganas, Barasat

AND WHEREAS after becoming the joint owners of aforesaid 02 Cottah 19 sq.ft. of land, be the same a little more or less, being Part No. – “A” the said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, jointly had been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority.

AND WHEREAS by a Registered Deed of Conveyance, being No. – 152503074, submitted on 20/03/2020 and registered on 13/05/2020 said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey alias Goutam Dey jointly sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring an area of 02 (Two) Cottah 19 (Nineteen) sq.ft., be the same a little more or less, being Part No. – “A”, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. . D. S. R. O. – Kadambagachi, P. 5, Barasat in the District of North 24 Parganas, in favour of **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, the Land Owner herein, and delivered khas possession in her favour and the said Deed was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2020, Pages from 86047 to 86082, being No. – 152503074 for the year 2020.

AND WHEREAS after purchasing the said plot of land said **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, the Land Owner herein, got her name duly mutated in the office of local Barasat Municipality, under Ward No. – 5, Holding No. –30/2, Premises at N. D. P. – I, Sarojinipally, and she has been possessing and enjoying the same peacefully without interruption of others.

AND



District Sub-Registrar-III
North 24-Parganas, Barasat

22 AUG 2020

WHEREAS Manmohan Properties Limited, a Private Ltd. Company, having its registered office at N. – 48, Hindustan Park, P. S. – Ballygunge, Calcutta – 29, was the sole and absolute owner of ALL That piece and parcel of land measuring about more or less 05 Cottah 26 sq.ft., lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, along with other landed properties, by virtue of a Registered Deed of Conveyance, dated 19th day of December, 1952, executed and registered by Rai Sailendra Nath Ghosh Bahadur.

AND WHEREAS after purchasing the said plot of land along with other landed properties while said Manmohan Properties Limited was in peaceful khas possession over the same said Manmohan Properties Limited, represented by its Managing Director Rai Sallendranath Ghosh Bahadur, sold, transferred and conveyed all that the said piece and parcel of land measuring an area of 05 Cottah 26 sq.ft., lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of Smt. Gouri Rani Roy Chowdhury, wife of Sri Ramesh Chandra Roy Chowdhury of Barasat, by a Registered Deed of Sale, being No. – 4880, dated – 05/10/1956, and delivered khas possession in her favour and the said Deed was registered with the office of D. R. O., Alipore, copied in Book No. – I, Volume No. – 89, Pages from 158 to 165, being No. – 4880 for the year 1956.



7

District Sub-Registrar-III
North 24-Parganas, Barasat

102 AUG 2020

AND WHEREAS after purchasing the said plot of land said Smt. Gouri Rani Roy Chowdhury sold 02 Cottah 08 Chittaks 13 sq.ft. of land out of said 05 Cottah 26 sq.ft. and had been possessing and enjoying the remaining 02 Cottah 08 Chittaks 13 sq.ft. of land peacefully, free from all encumbrances.

AND WHEREAS by a Registered Deed of Sale, being No. - 13598, dated - 09/12/1963 said Smt. Gouri Rani Roy Chowdhury sold, transferred and conveyed all that the said 02 Cottah 08 Chittaks 13 sq.ft. of land lying and situated at Mouza - Noapara, J. L. No. - 83, Re. Sa. No. - 137, Pargana - Anowarpur, Touzi No. - 146, comprised in Sabek Dag No - 1115, R. S. Dag No. - 1981/2499 under Sabek Khatian No. - 275, R. S. Khatian No. - 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas in favour of Smt. Niva Rani Nandi, wife of Late Suresh Chandra Nandi of Bidhanpally, Madhyamgram, and delivered khas possession in her favour and the said Deed was registered with the office of A. D. R. at Barasat copied in Book No. - I, Volume No. - 138, Pages from 49 to 52, being No. - 13598 for the year 1963.

AND WHEREAS after purchasing the said plot of land while said Smt. Niva Rani Nandi was in peaceful khas possession over the said she gifted the said 02 Cottah 08 Chittaks 13 sq.ft. of land lying and situated at Mouza - Noapara, J. L. No. - 83, Re. Sa. No. - 137, Pargana - Anowarpur, Touzi No. - 146, comprised in Sabek Dag No - 1115, R. S. Dag No. - 1981/2499 under Sabek Khatian No. - 275, R. S. Khatian No. - 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas in favour of her daughter namely Smt. Chhabi Sen, wife of Sri Anil Kumar Sen of Sreepur, Madhyamgram, by a Registered Deed of Gift, being No. - 8579, dated - 24/09/1981 and delivered khas possession in her favour and the said Deed was registered with the office of S. R. O. Barasat, copied in Book No. - I,



District Sub-Registrar-III
North 24-Parganas, Barasat

2 AUG 2020

Volume No. – 116, Pages from 201 to 203, being No. – 8579 for the year 1981.

AND WHEREAS after obtaining the said 02 Cottah 08 Chittaks 13 sq.ft. of land, by way of gift as recited above, while said Smt. Chhabi Sen was in peaceful khas possession over the said she, sold, transferred all that the said 02 Cottah 08 Chittaks 13 sq.ft. of land with pucca building standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of Sri Chittaranjan Paul, son of Late Sarat Chandra Paul of Paschim Ichapur, P. S. – Barasat by a Registered Deed of Sale, being No. – 2273, executed on 21/02/1986 and registered on 04/03/1986 and delivered khas possession in his favour and the said Deed was registered with the office of A. D. S. R. Barasat copied in Book No. – I, Volume No. – 31, Pages from 55 to 64, being No. – 2273 for the year 1986.

AND WHEREAS after purchasing the said 02 Cottah 08 Chittaks 13 sq.ft. of land with pucca building standing thereon said Sri Chittaranjan Paul got his name duly mutated in the office of local Barasat Municipality and had been possessing and enjoying the same peacefully, free from all encumbrances.

AND WHEREAS by a Registered Deed of Sale, being No. – 150200187, submitted on 20/05/2008 and registered on 07/01/2009 said Sri Chittaranjan Paul sold, transferred and conveyed all that the said 02 Cottah 08 Chittaks 13 sq.ft. of land with pucca building standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R.



District Sub-Registrar-III
North 24-Parganas, Barasat

2 AUG 2020

O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of **SRI RATAN DHAR**, son of Late Bholanath Dhar, of 104 No. Maa Sarada Road, P. O. – Noapara, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700125, and the said Deed was registered with the office of D. S. R. - II, Barasat, North 24 Parganas, copied in Book No. – I, Volume No. - I, Pages from 3130 to 3148, being No. – 150200187 for the year 2009.

AND WHEREAS after purchasing the said land with one storied pucca building standing thereon said **SRI RATAN DHAR**, got his name duly mutated in the office of local Barasat Municipality, under Ward No. – 5, Holding No. – 196, premises at N. D. P. – I, Sarojini Pally and had been possessing and enjoying the same peacefully, free from all encumbrances.

AND WHEREAS by a Registered Deed of Conveyance, being No. – 152505036, submitted on 04/06/2019 and registered on 06/06/2019, said **SRI RATAN DHAR** sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring area of 02 (Two) Cottah 08 (Eight) Chittaks 13 (Thirteen) sq.ft., be the same a little more or less, along with cemented finished flooring one storied pucca building measuring an area of 475 sq.ft., more or less, standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. – 196, premises at N. D. P. – I, Sarojini Pally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, **the Land Owner herein**, and delivered khas possession in her favour and the said Deed was registered with the office of D. S. R. – III, Barasat, copied in Book No. – I, Volume No. – 1525-2019, Pages from 141911 to 141939, being No. – 152505036 for the year 2019.



District Sub-Registrar-III
North 24-Parganas, Barasat

12 AUG 2020

AND WHEREAS after purchasing the said plot of land said SMT. SAPTAPARNA DAS, wife of Sri Arnab Kumar Das, the Land Owner herein, got her name duly mutated in the office of local Barasat Municipality, under under Ward No. -5, Holding No. -196/1, Premises at N. D. P. - I, Sarojinipally, and she has been possessing and enjoying the same peacefully without interruption of others.

5. **Desire of Development of the land & Acceptance:** The said SMT. SAPTAPARNA DAS, Land Owner herein, express her desire to develop the aforesaid two plots of land in total measuring an area of 04 Cottah 08 Chittaks 32 sq.ft., be the same a little more or less, by constructing multi-storied building thereon in accordance with the building sanction plan to be sanctioned by the concerned Barasat Municipal Authority, and the present Developer have accepted the said proposal and the present Land Owner have decided to enter into the present Joint Venture Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.
6. **Power of Attorney:** For the smooth running of the said project, the Land Owner herein agreed to execute a registered Development Power of Attorney, by which the Land Owner herein will appoint and nominate SMT. SAPTAPARNA DAS, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, sole proprietor of SRIJANI, the Developer firm herein, to act on behalf of the Land Owner and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owner and also for to appear before any Registrar of Assurances, District Registrar, Sub-Registrar, Additional Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf



2

District Sub-Registrar-III
North 24-Parganas, Barasat

02 AUG 2020

and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.

7. DEFINITION:

- 7.1. Building :** Shall mean multi storied building so to be constructed on the project property.
- 7.2. Name of the Building :** shall mean the new multi storied building so mentioned in above shall be named and called under the name and style of "DIKSHA APARTMENT" as preferred exclusively by the Second Part/Developer so agreed and consented by the First Part/Land Owners. The Developer will use, quote, mention & apply the said name "DIKSHA APARTMENT" in everywhere; wherever it need to use, quote, mention & apply for the proposed project work & any work related to it.
- 7.3. Common Facilities & Amenities:** Shall mean entrance of the building, pump room; overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 7.4. Saleable Space :** Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Land Owner' Allocation & Developer's Allocation as mentioned in this Agreement.
- 7.5. Land Owner' Allocation :** It is agreed by and between the parties to this agreement that the Land Owner shall be entitled to receive the constructed area as will be sanctioned by the Barasat Municipality and the proposed multi storied building to be constructed together with proportionate undivided share of the land and common facilities and amenities as will be available in the new building in the following manner :-
- a) That the Land Owner herein will get one Covered Car Parking Space, being No. - P-1, measuring a built up area of 267 Sq.ft., more or less, on



1

District Sub-Registrar-III
North 24-Parganas, Barasat
22 AUG 2020

the Ground Floor, in the said proposed multi-storied building together with undivided and impartible proportionate share of land, interest including the facilities of enjoyment the right of all common facilities.

- It is also settled that save & except the Land Owner's Allocation and consideration as described above, the Land Owner will not get any area and/or consideration for the construction of the mufti storied building, so to be constructed by the present Developer on the land in question, The other areas will be the exclusive consideration of the developer.

7.6. Developer's Allocation: Shall mean all the remaining area of the proposed multi storied building excluding Land Owner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is more fully described in Third Schedule written herein below.

7.7. Architect / Engineer: Shall mean such person or persons being appointed by the Developer.

7.8. Transfer : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Land Owner as a transfer of space in the said building to intending purchasers thereof.

7.9. Building Plan : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the Barasat Municipality in the names of the Land Owner for construction of the building including its modification and amenities and alterations.

7.10. Built Up Area (For any Individual Unit): Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.

7.11. Covered Area (For any Individual Unit) : Here covered area means total built up area for any unit plus proportionate share of stairs, lobby and lift areas and other common areas.

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District Sub-Registrar-III
North 24-Parganas, Barasat
2 AUG 2020

7.12. Super Built Up Area (For any Individual Unit) : Here super built up area means the total covered area plus service area.

8. LANDOWNER' RIGHT & REPRESENTATION.

8.1. Indemnification regarding Possession & Delivery: The Land Owner is now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property.

8.2. Free From Encumbrance: The Land Owner also indemnify that the project property is free from all encumbrances and the Land Owner have marketable title in respect of the said premises.

9. DEVELOPER, PROMOTER'S RIGHTS

9.1. Authority of Developer: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement,

9.2. Right of Construction : The Land Owner hereby grant permission an exclusive right to the Developer to build new building upon the project property.

9.3. Right of Dismantling the existing Structure (if any) : The Land Owner hereby grant permission an exclusive right to demolish the existing old one storied structure to build new building upon the project property, and after dismantling the old structure all materials will belong to the Developer.

9.4. Construction Cost: The Developer shall carry out total construction work of the present building at their own costs and expenses, No liability on account of construction cost will be charged from Land Owner' Allocation,

9.5. Sale Proceeds of Developers Allocation : The Developer will take the sale proceeds of Developer's Allocation exclusively.



District Sub-Registrar-III
North 24-Parganas, Barasat

12 AUG 2020

- 9.6. Booking & Agreement for Sale:** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Land Owner as a Power of Attorney Holder, All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Land Owner.
- 9.7. Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Land Owner.
- 9.8. Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Land Owner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.9. Possession to the Land Owner:** On completion of the project the Developer will handover undisputed possession of the Land Owner's Allocation Together With all rights of the common facilities and amenities to the Land Owner with Possession Letter and will take release from the Land Owner by executing a Deed of Release.
- 9.10. Possession to the intending purchaser:** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holder of the Land Owner.
- 9.11. Right to Amalgamate :** The Developer can amalgamate the said two plots of land and also can amalgamate with adjacent plot or plots of land without violating the rights and/or interest of land Owner, and in that event the present land Owner will co-operate with the Developer in every aspects.



१

District Sub-Registrar-III
North 24-Parganas, Barasat

2 AUG 2020

9.12. Right to take loan: The Developer can take financial assistance/loan in her names (Developer's name) regarding the said project from any financial concern/ Private/Public/State/Mercantile Bank, without violating the rights and/or interest of land Owner, and in that event the present land Owner will co-operate with the Developer in every aspects more so the land Owner will give their full consent.

9.13. Deed of Conveyance: The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holder of the Land Owner.

10. CONSIDERATION:

10.1. Permission against Consideration: The Land Owner grant permission for exclusive right to construct the proposed building in consideration of Land Owner' Allocation to the Developer.

11. DEALING OF SPACE IN THE BUILDING:

12.1 Exclusive Power of Dealing of Land Owner : The Land Owner shall be entitled to transfer or otherwise deal with Land Owner's Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Land Owner' Allocation,

12.2 Exclusive Power of Dealing of Developer : The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Land Owner and the Land Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

12. POWER AND PROCEDURE:

For entering into an agreement for sale of the developer allocations, the Owner undertake to execute Registered Development Power of Attorney in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owner and to appear before any Registrar of Assurances, District Registrar, Sub-



1

District Sub-Registrar-III
North 24-Parganas, Barasat
2 AUG 2020

Registrar, Additional Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.

13. NEW BUILDING:

13.1. Completion of Project : The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

13.2. Installation of Common Amenities : The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self-contained apartments and constructed for sale of flats therein on Ownership basis and as mutually agreed upon,

13.3. Architect Fees etc. : All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Land Owner shall bear no responsibility in this context,

14.4.1. Taxes & Other Taxes of the Property : The Land Owner shall pay and clear up all the arrears on account of taxes and outgoing of the said property up to the date of this agreement. And after that the Developer will pay will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.

From the date of completion and allocation of the floor area between the Land Owner and the Developer the taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and



1

District Sub-Registrar-III
North 24-Parganas, Barasat

82 AUG 2020

area of Land Owner, by the Developer and / or their nominees and the Land Owner and / or their nominee / nominees respectively,

14.5. **Upkeep Repair & Maintenance:** Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

14.6. **Materials to be used :** the Developer shall use all the first class quality materials for construction of the building.

15. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER:**

15.1. **Delivery of Possession:** As soon as the building will be completed, the Developer shall give written notice to the Land Owner requiring the Land Owner to take possession of the Land Owner' Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to that effect.

15.2. **Payment of Taxes :** Within 30 days from the receive possession of Land Owner' Allocation and at all times there after the Land Owner shall be exclusively responsible for payment of all property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Land Owner' Allocation only,

15.3. **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Land Owner shall also be responsible to pay and bear and shall pay to the Developer / Flat Owner' Association, the service charges for the common facilities in the new building payable in respect of the Land Owner' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and



District Sub-Registrar-III
North 24-Parganas, Barasat

18 2 AUG 2020

maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time,

16. COMMON RESTRICTION:

16.1. Restriction of Land Owner and Developer in common : The Land Owner' Allocation in the building shall be subject at to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of ail occupiers of the building, which shall include as follows :-

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

16.1.2. Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.

16.1.3. Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all the terms and conditions on their respective part to be observed and / or performed,

16.1.4. Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation,

16.1.5. The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings 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 particular so as not to cause any damage to the building or any other space or accommodation therein and



2

District Sub-Registrar-III
North 24-Parganas, Barasat

2 AUG 2020

shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.

16.1.6. No goods of other items shall be kept by the either party 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 covenant of users in the corridors and other place of common use in the building.

16.1.7. Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

16.1.8. The Land Owner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Land Owner' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. **LANDOWNER OBLIGATION;**

17.1. **No Interference:**

The Land Owner hereby agrees and covenant with the Developer: not to cause any interference or hindrance in the construction of the building by the Developer,

not to do any act, deed or thing, whereby the Developer may be prevented from selling; assigning and / or disposing of any of the Developer's allocated portion in the building.

not to let out, grant, lease, mortgage and / or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.



District Sub-Registrar-III
North 24-Parganas, Barasat

02 AUG 2020

18. DEVELOPERS OBLIGATIONS:

18.1. Time Schedule of Handing Over Land Owner Allocation : The Developer hereby agree and covenant with the Land Owner to handover Land Owner' Allocation (more fully described in the Second Schedule hereunder written) within **24 (Twenty Four) months** from the date of sanction of building plan in case of failure the Developer will get another **06 (six) months** as grace period.

18.2. Penalty: If the Land Owner' Allocation will not be delivered within the stated period, the Developer shall be liable to pay compensation the Land Owner as per negotiation between the land Owner and Developer.

18.3. No Violation : The Developer hereby agree and covenant with the Land Owner not to violate or contravenes any of the provisions of rules applicable to construction of the said building, not to do any act, deed or thing, whereby the Land Owner are prevented from enjoying, selling, assigning and / or disposing of any Land Owner' Allocation in the building at the said premises vice versa.

19. LANDOWNER' INDEMNITY

Indemnity : The Land Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

20. DEVELOPERS INDEMNITY:

The Developer hereby undertake to keep the Land Owner indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.



T

District Sub-Registrar-III
North 24-Parganas, Barasat

10 2 AUG 2020

21. **MISCELLANEOUS:**

21.1. **Contract Not Partnership:** The Land Owner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Land Owner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

21.2. **Not specified Premises:** It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Land Owner and various applications and other documents may be required to be signed or made by the Land Owner related to which specific provisions may not have been mentioned herein. The Land Owner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Land Owner shall execute any such additional power of attorney and / or authorization as may be required by the Developer for any such purposes and the Land Owner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Land Owner and / or against the spirit of these presents.

21.3. **Not Responsible:** The Land Owner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Land Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

21.4. **Process of Issuing Notice:** Any notice required to be given by the Developer to the Land Owner shall without prejudice to any other mode of service available be deemed to have been served on the Land Owner if delivered by hand and duly acknowledged or sent by prepaid registered



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District Sub-Registrar-III
North 24-Parganas, Barasat

12 AUG 2020

post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Land Owner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

21.5. Formation of Association: After the completion of the said building and receiving peaceful possession of the allocation, the Land Owner hereby agree to abide by all the rules and regulations to be framed by any society / association who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given his consent to abide by such rules and regulations.

21.6. Right to borrow fund : The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Land Owner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Land Owner nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the Land Owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

21.7. Documentation : The Land Owner delivered all the Xerox copies of the original title deed relating to the said premises, If it is necessary to produce original documents before any authority for verification, the Land Owner will bound to produce documents in original before any competent authority for inspection,

21.8. Roof /Terrace: The entire top roof/terrace of the building shall belong to the Land Owner, Developer and flat Owner proportionately.

22. FORCE MAJEURE:

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented



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District Sub-Registrar-III
North 24-Parganas, Barasat
2 AUG 2020

by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

23. DISPUTES:

Disputes or differences in relation to or as arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one Arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Land Owner.

Place : The place of arbitration shall be Barasat, North 24 Parganas only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. LEGAL SERVICE :

Both the parties shall have liberty to avail the opportunity under the specific performance of contract of this agreement for the non-compliance of the covenant herein before mentioned and to file any suit before competent Court of law.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions /correspondence and agreements between the Parties, oral or implied.



T

District Sub-Registrar-III
North 24-Parganas, Barasat

12 AUG 2020

26. AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

27. JURISDICTION: In connection with the aforesaid arbitration proceeding, only at Barasat Court, North 24 Parganas and at The High Court at Kolkata and its subordinate Court shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART - I

ALL THAT piece and parcel of land measuring an area of **02 (Two) Cottah 19 (Nineteen) sq.ft.**, be the same a little more or less, being Part No. - "A", lying and situated at Mouza - Noapara, J. L. No. - 83, Re. Sa. No. - 137, Pargana - Anowarpur, Touzi No. - 146, comprised in C. S. Dag No. - 1115 corresponding to R. S. Dag No. - 1981/2499, under Khatian No. - 275 corresponding to R. S. Khatian No. - 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. - 5, Holding No. - 30/2, Premises at N. D. P. - I, Sarojinipally, A. . D. S. R. O. - Kadambagachhi, P. S. - Barasat in the District of North 24 Parganas, and the annual rent and taxes in respect proportionate share of land is payable to the Government of West Bengal through the collector of District North 24 Parganas, Which is butted and bounded in the manner as follows:-

ON THE NORTH : 14 feet wide Sarojini Pally Road.

ON THE EAST : Part No. - "B".

ON THE SOUTH : Land of Saptaparna Das.

ON THE WEST : Part No. - "B".

PART - II

ALL THAT piece and parcel of land measuring area of **02 (Two) Cottah 08 (Eight) Chittaks 13 (Thirteen) sq.ft.**, be the same a little more or less, along



District Sub-Registrar-III
North 24-Parganas, Barasat

2 AUG 2020

with cemented finished flooring one storied pucca building measuring an area of 475 sq.ft., more or less, standing thereon, lying and situated at Mouza - Noapara, J. L. No. - 83, Re. Sa. No. - 137, Pargana - Anowarpur, Touzi No. - 146, comprised in Sabek Dag No - 1115, R. S. Dag No. - 1981/2499 under Sabek Khatian No. - 275, R. S. Khatian No. - 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. - 5, Holding No. - 196/1, premises at N. D. P. - I, Sarojini Pally, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas, and the annual rent and taxes in respect proportionate share of land is payable to the Government of West Bengal through the collector of District North 24 Parganas, Which is butted and bounded in the manner as follows:-

- | | |
|----------------|---|
| On the North - | : 14 feet wide Sarojini Pally Road. |
| On the South | : Drain there after Gopal Bhattacharya. |
| On the East | : Prakiti Apartment |
| On the West | : Property of Maloy Dey & Others. |

PART - III

AMALGAMATED PLOT OF LAND/ ENTIRE PROJECT PROPERTY

ALL THAT piece and parcel of land measuring an area of 04 (Four) Cottahs 08 (Eight) Chittaks 32 (Thirty Two) sq.ft., be the same a little more or less, along with cemented finished flooring one storied pucca building measuring an area of 475 sq.ft., more or less, standing thereon, lying and situated at Mouza - Noapara, J. L. No. - 83, Re. Sa. No. - 137, Pargana - Anowarpur, Touzi No. - 146, comprised in Sabek Dag No - 1115, R. S. Dag No. - 1981/2499 under Sabek Khatian No. - 275, R. S. Khatian No. - 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. - 5, Holding No. - 30/2 & 196/1, premises at N. D. P. - I, Sarojini Pally, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas, upon



District Sub-Registrar-III
North 24-Parganas, Barasat

2 AUG 2020

which the multistoried (G + 3) building in the name & style of "DIKSHA APARTMENT" will be erected, which is butted and bounded by:-

- ON THE NORTH : 14 feet wide Sarojini Pally Road.
ON THE SOUTH : Drain there after Gopal Bhattacharya.
ON THE EAST : Prakiti Apartment.
ON THE WEST : Property of Rina Dey, Tapan Kumar Dey & Mallika Basu.

THE SECOND SCHEDULE ABOVE REFERRED TO

LAND OWNER'S ALLOCATION: It is agreed by and between the parties to this agreement that the Land Owner shall be entitled to receive the constructed area as will be sanctioned by the Barasat Municipality and the proposed multi storied building to be constructed together with proportionate undivided share of the land and common facilities and amenities as will be available in the new building in the following manner :-

- a) That the Land Owner herein will get one Covered Car Parking Space, being No. - P-1, measuring a built up area of 267 Sq.ft., more or less, on the Ground Floor, in the said proposed multi-storied building together with undivided and impartible proportionate share of land, interest including the facilities of enjoyment the right of all common facilities.
- It is also settled that except the Land Owner' Allocation as described above, the Land Owner will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land in question, The other areas will be the exclusive consideration of the developer.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION: Shall mean all the remaining share of the building (excluding Land Owner' Allocation as described above) together with proportionate share of land underneath, along with 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 Land Owner' Allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, 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.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Area & facilities]

The Owner of the land along with the other co-Owner, occupiers, society or syndicate or association shall allow each other the following easement and quasi easements rights privileges etc.

- a) Land under the said building described in the First Schedule.
 - b) All sides spaces, back spaces, paths passages, main entrance, lift landing stair case up to ultimate roof of the building, iii) Water line, septic tank, drain ways, Drains and sewers from the building in the Municipal connection drains and/or sewerage.
 - c) General lighting of the common portions and space for installations of electric meter in general and separate.
- The decision of developer will be final.
 - That the Developer will install Transformers for the said multi-storied building at his/her/their own cost but the expenses will be borne by the all flat Owner/ land Owner proportionately.



T
District Sub-Registrar-III
North 24-Parganas, Barasat

2 AUG 2020

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

SIGNED & DELIVERED in presence of following Witnesses:-

1. Anand Kumar Das.
5/12, Sarojini Pally
Barasat, Kot-12b.

2. Biswasjit Shil
Naituli, Gariahaty.
Pin-743135

Saptaparnadas

SIGNATURE OF THE LAND
OWNER

DRAFTED BY:

Shreyasee Biswas

Advocate

Barasat Judges' Court

Barasat, North 24 Parganas.

SRIJANI

Saptaparnadas

Proprietor

SIGNATURE OF THE DEVELOPER

Shreyasee Biswas

Advocate

Judge's Court Barasat, 24 Pgs.(N)

Enroll. No.- F/20397/2012

Drafted By :-

Barasat.



District Sub-Registrar-III
North 24-Parganas, Barasat

10 2 AUG 2020

UNDER RULE 44A OF THE I. R. ACT 1908

(1) **SMT. SAPTAPARNA DAS**



Name

Status - Presentant

LEFT HAND FINGER PRINTS				
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.

Saptaparna Das

Signature of the presentant



(2) **SMT. SAPTAPARNA DAS (PROPRIETOR SRIJANI)**

Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (V)

LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE

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

SRIJANI

Saptaparna Das

Proprietor

Signature of the Presentant/Executant

Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)



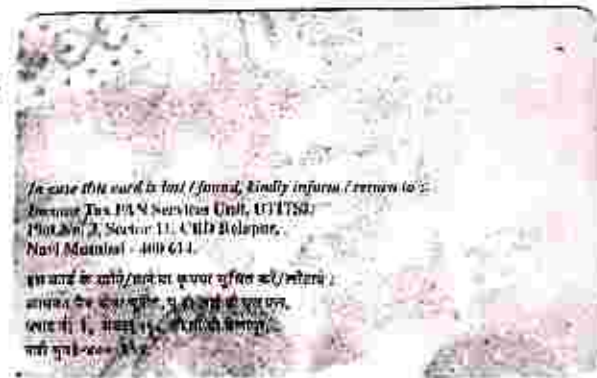
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District Sub-Registrar-III
North 24-Parganas, Barasat

12 AUG 2020



Saptaparna Das





ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

CKW2791986



নির্বাচকের নাম : সপ্তপর্ণা দাস
Elector's Name : Saptaparna Das
স্বামীর নাম : অর্নব কুমার দাস
Husband's Name : Arnab Kumar Das
লিঙ্গ/Sex : স্ত্রী/F
জন্ম তারিখ
Date of Birth : 07/12/1984

Saptaparnadas

CKW2791986

ঠিকানা
5/12, সারোজিনী পল্লী, নবপল্লী, বারাসাত, উত্তর ২৪
পার্গানা-700126

Address:
5/12, SAROVINI PALLY, NABAPALLY,
BARASAT, NORTH 24
PARGANAS-700126

Date: 31/01/2011

|| অ-বারাসাত নির্বাচন কেন্দ্রের নির্বাচন নিয়ন্ত্রক
অফিসারের স্বাক্ষরের অনুলিপি
Facsimile Signature of the Electoral
Registration Officer for
11 B-Barasat Constituency

নিম্নলিখিত নির্দেশনা হল: পূর্ণ নির্বাচন কেন্দ্রের নির্বাচন নিয়ন্ত্রক
অফিসারের স্বাক্ষর অনুলিপি।
In case of change in address mention the Card No
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

16/02/11



ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির নম্বর/Enrolment No.: 2016/00574/25445

Generation Date: 30/07/2017

To
সরপনা দাস
SAPTAPARNA DAS
W/O Anab Kumar Das
5/12,
Sarojini pally
Barasat - I
North 24 Parganas Nabapally
West Bengal - 700126
9831935807

Signature valid



আপনার আধার সংখ্যা / Your Aadhaar No. :

9678 9034 7179

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India



সরপনা দাস
SAPTAPARNA DAS
জন্মতারিখ/ DOB: 07/12/1984
লিঙ্গ / GENDER: FEMALE



9678 9034 7179

আমার আধার, আমার পরিচয়



জ্ঞা

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন সত্যাপনক্রমে ঘন ঘন করা যাবে।
- এটি এক ইলেকট্রনিক প্রক্রিয়াকৃত উদ্ভূত নথি।

INFORMATION

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

- আধার সারা দেশে মান্য।
- আধার প্রমাণের সরকারী ও কোম্পানী পরিষেবা গ্রহণের মাধ্যমে হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় চিহ্নিত পরিচয় প্রমাণ
Unique Identification Authority of India

ঠিকানা:
W/O অরুণ কুমার দাস, 5/12,
সারোজিনী পলী, বাসাবাড়ী ১, উত্তর
২৪ পর্গানা,
পশ্চিম বঙ্গ - 700126

Address:
W/O Anab Kumar Das, 5/12,
Sarojini Pally, Barasat - I,
North 24 Parganas,
West Bengal - 700126

9678 9034 7179

Saptaparnapas

Directorate of Registration & Stamp Revenue
e-Challan

NN: 192020210057201721
 GRN Date: 10/08/2020 16:52:01
 BRN: 312843048
 Payment Mode: Online Payment
 Bank: AXIS Bank
 BRN Date: 10/08/2020 16:54:38

DEPOSITOR'S DETAILS

Name: SRIJANI
 Contact No.:
 E-mail:
 Address: 5BY12 SAROJINI PALLY NABAPALLY BARASAT KOL 126
 Applicant Name: Mrs Shroyasee Biswas
 Office Name:
 Office Address:
 Status of Depositor: Buyer/Claimants
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
 Id No.: 2000847626/2/2020
(Query No/Query Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	2000847626/2/2020	Property Registration- Stamp duty	0030-02-103-003-02	2020
2	2000847626/2/2020	Property Registration- Registration Fee	0030-03-104-001-18	21
Total				2041

In Words: Rupees Two Thousand Forty One only



District Sub-Registrar-III
North 24-Parganas, Barasat

2 AUG 2020

Major Information of the Deed

Deed No :	I-1525-04359/2020	Date of Registration	12/08/2020
Query No / Year	1525-2000847626/2020	Office where deed is registered	
Query Date	22/07/2020 4:43:37 PM		1525-2000847626/2020
Applicant Name, Address & Other Details	Shreyasoo Biswas Thana : Barasat, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9836469506, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 49,00,697/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assent slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: Sarajini Pally Road, Mouza: Napara, Ward No: 5, Holding No:30/2 JI No: 83, Pin Code : 700126

Sch No	Plot Number	Khatlan Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1981/2499	RS-1381	Bastu	Bastu	2 Katha 19 Sq Ft	1/-	20,26,390/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,

District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: Sarajini Pally Road, Mouza: Napara, Ward No: 5, Holding No:196/1 JI No: 83, Pin Code : 700126

Sch No	Plot Number	Khatlan Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	RS-1981/2499	RS-1381	Bastu	Bastu	2 Katha 8 Chatak 13 Sq Ft	1/-	25,18,057/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
Grand Total :					7.4983Dec	2/-	45,44,447 /-	




Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	475 Sq Ft.	1/-	3,56,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 475 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 2 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		475 sq ft	1/-	3,56,250 /-	

Land L
SI
No





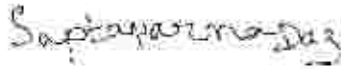
and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt SAPTAPARNA DAS (Presentant) Wife of Shri Arnab Kumar Das Executed by: Self, Date of Execution: 12/08/2020 , Admitted by: Self, Date of Admission: 12/08/2020 ,Place : Office			
		12/08/2020	LTI 12/08/2020	12/08/2020
5/12 Sarojini Pally, Nabapally, P.O:- Nabapally, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: APLPD2481E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 12/08/2020 , Admitted by: Self, Date of Admission: 12/08/2020 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	SRIJANI 5/12, Sarojini Pally, P.O:- Nabapally, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126 , PAN No.:: APLPD2481E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt SAPTAPARNA DAS Wife of Shri Arnab Kumar Das Date of Execution - 12/08/2020 , Admitted by: Self, Date of Admission: 12/08/2020, Place of Admission of Execution: Office			
		Aug 12 2020 1:58PM	LTI 12/08/2020	12/08/2020
5/12, Sarojini Pally, P.O:- Nabapally, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APLPD2481E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SRIJANI (as proprletor)				



Transfer Details :

Name	Photo	Finger Print	Signature
Shri Arnab Kumar Das Son of Shri. Pratulla Kumar Das 5/12, Sarojini Pally, P.O:- Nabapally, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126			
	12/08/2020	12/08/2020	12/08/2020
Identifier Of Smt SAPTAPARNA DAS, Smt SAPTAPARNA DAS			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt SAPTAPARNA DAS	SRIJANI-3.34354 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt SAPTAPARNA DAS	SRIJANI-4.15479 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt SAPTAPARNA DAS	SRIJANI-475.00000000 Sq Ft



Endorsement For Deed Number : I - 152504359 / 2020

12-08-2020

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 : 46 (g) of Indian Stamp Act 1899.

Presentation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 13:16 hrs on 12-08-2020, at the Office of the D.S.R. - III NORTH 24-PARGANAS by Smt SAPTAPARNA DAS, Executant.

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 49,00,697/-

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

Execution is admitted on 12/08/2020 by Smt SAPTAPARNA DAS, Wife of Shri Arnab Kumar Das, 5/12 Sarojini Pally, Nabapally, P.O: Nabapally, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700126, by caste Hindu, by Profession Business

Identified by Shri Arnab Kumar Das, , Son of Shri Prafulla Kumar Das, 5/12, Sarojini Pally, P.O: Nabapally, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700126, by caste Hindu, by profession Service

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

Execution is admitted on 12-08-2020 by Smt SAPTAPARNA DAS, proprietor, SRIJANI, 5/12, Sarojini Pally, P.O:- Nabapally, P.S:- Barasat, District, North 24-Parganas, West Bengal, India, PIN - 700126

Identified by Shri Arnab Kumar Das, , Son of Shri Prafulla Kumar Das, 5/12, Sarojini Pally, P.O: Nabapally, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700126, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/-, H = Rs 28/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2020 4:54PM with Govt. Ref. No: 192020210057201721 on 10-08-2020, Amount Rs: 21/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 312843048 on 10-08-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,020/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs. 10/-
2. Stamp: Type: Impressed, Serial no 784, Amount: Rs. 5,000/-, Date of Purchase: 10/08/2020, Vendor name: Sudip Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2020 4:54PM with Govt. Ref. No: 192020210057201721 on 10-08-2020, Amount Rs: 2,020/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 312843048 on 10-08-2020, Head of Account 0030-02-103-003-02

K. S.

Ananda Mohan Nandi
 DISTRICT SUB-REGISTRAR
 OFFICE OF THE D.S.R. - III NORTH 24-
 PARGANAS
 North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1525-2020, Page from 124036 to 124079
being No 152504359 for the year 2020.



Digitally signed by ANANDA MOHAN
NANDI
Date: 2020.08.12 14:27:22 +05:30
Reason: Digital Signing of Deed.

Nandi

(Ananda Mohan Nandi) 2020/08/12 02:27:22 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)