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

19 MAY 2020

DEVELOPMENT & CONSTRUCTION AGREEMENT

THIS AGREEMENT is made on this the 19th day of May, Two Thousand Twenty (2020) A. D.

14.05.2020

নম্বর :- 135

লেখার নাম :- Sarojini

বিক্রাস :- 5/12 Sarojini Pally

মূল্য :- 1000/- Nobopally, Barasat Kat-126

ভেদ্য :-
দায়িত্ব এ. ডি. এ. প. আর. কামি

জেলা :- উঃ ২৪ পরগণা

তারিখ :-

16 MAR 2020

মোট সীলন পরিমাণ :-

শ্রীমতী বারাসাত

10000

স্বাক্ষর :- শ্রী সুদীপ ঘোষ



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Annab Kumar Das,
S/o, Prafulla Kumar Das,
5/12, Sarojini Pally, Barasat
Kat-126,
Profession = Service.

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1. Place - D. S. R. - III, North 24 Parganas, Barasat.
2. Parties
- 2.1. 1) SRI TAPAN DE alias TAPAN KUMAR DEY (PAN - AESPD7885C), son of Late Kshitish Chandra Dey, 2) SMT. RINA DEY (PAN - ARWPD3820C), wife of Sri Molooy Kumar Dey, No. 1 & 2 both are residing at Sarojini Pally, Nabapally, P. O. - Nabapally, P. S. - Barasat, Kolkata - 700126, District - North 24 Parganas, 3) SMT. MALLIKA BASU (PAN - AHUPB4359G), wife of Sri Deb Kumar Basu and daughter of Late Kshitish Chandra Dey, residing at 3/5 Madhusudan Banerjee Road, Kamarhati (M), P. O. & P. S. - Belgharia, District - North 24 Parganas, Kolkata - 700056, all are by faith - Hindu, by Nationality - Indian, By Occupation - Retired Person & Housewife respectively, hereinafter jointly called and referred to as the LAND OWNERS (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



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context be deemed to mean and include its executors, successors, administrators, nominees or assigns) of the OTHER PART.

Land Owners 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 Pukurpar land measuring an area of 03 (Three) Cottah, be the same a little more or less, being Part No. - "B", 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, Premises at N. D. P. - I, Sarojinipally, 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 Owners has made the following representation and given the following warranty to the Developer regarding title.

5.1.1 Absolute Ownership of Land Owners :

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,



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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 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.



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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 Moloy 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 Moloy Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu as their 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. -



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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 Hentanta 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 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



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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 Solenama on 21.11.2019 and on the request of both the parties the Ld.



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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 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, Holding No. - 30, 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



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No. - 5, Holding No. - 30, Premises at N. D. P. - I, Sarojinipally, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas. AND WHEREAS after becoming the joint owners of aforesaid 03 Cottah of land, be the same a little more or less, being Part No. - "B" the said Sri Tapan Kumar Dey, Smt. Rina Dey & Smt. Mallika Basu, the Land Owners, herein, jointly have been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority, and the said property is free from all encumbrances, charges, liens, mortgages whatsoever, which is more fully described in the First Schedule hereinafter written.

5. **Desire of Development of the land & Acceptance:** The said Sri Tapan Kumar Dey, Smt. Rina Dey & Smt. Mallika Basu, Land Owners herein, express their desire to develop the aforesaid land measuring 03 (Three) Cottah, more or less, by constructing multi-storied building (Ground + 3) 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 Owners 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 Owners herein agreed to execute a registered Development Power of Attorney, by which the Land Owners 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 Owners



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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 Owners 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 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 Owners' Allocation & Developer's Allocation as mentioned in this Agreement.



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7.5. Land Owners' Allocation : It is agreed by and between the parties to this agreement that the Land Owners 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 Owners herein jointly will be entitled to get Four Nos. of Flat & One No. of Car Parking Space in the said proposed multi-storied building, viz. One flat on the First Floor, North Side, measuring a covered area of 696 sq.ft. (M/L), and One flat on the Second Floor, North Side measuring a covered area of 426 sq.ft. (M/L) and One flat on the Second Floor, South Side measuring a covered area of 426 sq.ft. (M/L) and One flat on the Third Floor, North Side measuring a covered area of 550 sq.ft. (M/L), and one Car Parking Space, measuring a built up area of 120 sq.ft. (M/L), from the West side on the Ground Floor, together with undivided and impartible proportionate share of land, interest including the facilities of enjoyment the right of all common facilities, which is more fully described in Second Schedule written herein below.
- It is also settled that save & except the Land Owners' Allocation and consideration as described above, the Land Owners will not get any area and/or consideration 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.

7.6. Developer's Allocation: Shall mean all the remaining area of the proposed multi storied building (G +3) excluding Land Owners' Allocation, together with undivided and impartible proportionate share of land, including the proportionate share of common facilities,



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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 Owners 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 Owners 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 including the area of window Box (if any) , Loft (if any) for any unit plus proportionate share of stairs, lobby and lift areas and other common areas.

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

7.13. Shifting Charges: The Developer at his/her/their/its own cost will provide two Nos. of alternative 2BHK Accommodation to the land owners herein from the day of getting the possession of the said land from the land owners till handover of the owner's allocation.

8. LANDOWNERS' RIGHT & REPRESENTATION.

8.1. Indemnification regarding Possession & Delivery: The Land Owners is now seized and possessed of and / or otherwise well and



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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 Owners also indemnify that the project property is free from all encumbrances and the Land Owners 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 Owners 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 Owners 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 Owners' Allocation,

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

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



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- with the intending purchasers will be signed by the Developer and on behalf of the Land Owners 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 Owners.
- 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 Owners.
- 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 Owners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.9. **Possession to the Land Owners:** On completion of the project the Developer will handover undisputed possession of the Land Owners' Allocation Together With all rights of the common facilities and amenities to the Land Owners with Possession Letter and will take release from the Land Owners 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 Owners.
- 9.11. **Right to Amalgamate :** The Developer can amalgamate the said plot of land with adjacent pot or plots of land without violating the rights and/or interest of land owners, and in that event the present landowners will cooperate with the Developer in every aspects.
- 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 owners, and in that event the present



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landowners will co-operate with the Developer in every aspects more so the landowners 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 Owners.

10. CONSIDERATION:

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

11. DEALING OF SPACE IN THE BUILDING:

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



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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.I. 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 Owners shall bear no responsibility in this context,

14.4. Taxes & Other Taxes of the Property : The Land Owners 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 Owners and the Developer the taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and



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area of Land Owners, by the Developer and / or their nominees and the Land Owners 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 LANDOWNERS:**
- 15.1. **Delivery of Possession:** As soon as the building will be completed, the Developer shall give written notice to the Land Owners requiring the Land Owners to take possession of the Land Owners' 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 Owners' Allocation and at all times there after the Land Owners 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 Owners' Allocation only,
- 15.3. **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Land Owners shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners' Association, the service charges for the common facilities in the new building payable in respect of the Land Owners' 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



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management of the common facilities, renovation, replacement, repair and 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 Owners and Developer in common : The Land Owners' 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 all 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



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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 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 Owners 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 Owners' 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. LANDOWNERS OBLIGATION:

17.1. No Interference:

The Land Owners 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.



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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.

18. DEVELOPERS OBLIGATIONS:

18.1. Time Schedule of Handing Over Land Owners Allocation : The Developer hereby agree and covenant with the Land Owners to handover Land Owners' Allocation (more fully described in the Second Schedule hereunder written) within 36 (Thirty Six) 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 Owners' Allocation will not be delivered within the stated period, the Developer shall be liable to pay compensation the Land Owners as per negotiation between the land Owners and Developer.

18.3. No Violation : The Developer hereby agree and covenant with the Land Owners 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 Owners are prevented from enjoying, selling, assigning and / or disposing of any Land Owners' Allocation in the building at the said premises vice versa.

19. LANDOWNERS' INDEMNITY

Indemnity : The Land Owners 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 Owners 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



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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.

21. MISCELLANEOUS:

21.1. Contract Not Partnership: The Land Owners 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 Owners 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 Owners and various applications and other documents may be required to be signed or made by the Land Owners related to which specific provisions may not have been mentioned herein. The Land Owners hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Land Owners 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 Owners 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 Owners and / or against the spirit of these presents.

21.3. Not Responsible: The Land Owners shall not be liable on 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 Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.



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- 21.4. **Process of Issuing Notice:** Any notice required to be given by the Developer to the Land Owners shall without prejudice to any other mode of service available be deemed to have been served on the Land Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Land Owners 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 Owners 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 Owners or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Land Owners 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 Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof,
- 21.7. **Documentation :** The Land Owners 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 Owners will bound to produce documents in original before any competent authority for inspection,



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

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.



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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.

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

ALL THAT piece and parcel of Pukurpar land measuring an area of 03 (Three) Cottah, be the same a little more or less, being Part No. – “B”, 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, Premises at N. D. P. – I, Sarojinipally, A. . D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, upon 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 : 3 feet wide Drain thereafter house of Maitryee Bagchi.
ON THE EAST : Land of Saptaparna Das.
ON THE WEST : Land of Molay Bose & Others and Land of Biswanath Das.



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THE SECOND SCHEDULE ABOVE REFERRED TO

LAND OWNERS' ALLOCATION: The Land Owners hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Land Owners' Allocation will be allotted as follows :-

That the Land Owners herein jointly will be entitled to get Four Nos. of Flat & One No. of Car Parking Space in the said proposed multi-storied building, viz. One flat on the First Floor, North Side, measuring a covered area of 696 sq.ft. (M/L), and One flat on the Second Floor, North Side measuring a covered area of 426 sq.ft. (M/L) and One flat on the Second Floor, South Side measuring a covered area of 426 sq.ft. (M/L) and One flat on the Third Floor, North Side measuring a covered area of 550 sq.ft. (M/L), and one Car Parking Space, measuring a built up area of 120 sq.ft. (M/L), from the West side on the Ground Floor, 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 Owners' Allocation as described above, the Land Owners 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 flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.



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THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPERS ALLOCATION: Shall mean all the remaining share of the building (excluding Land Owners' 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 Owners' 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 tenants, by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute Owners thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Area & facilities]

The Owners of the land along with the other co-Owners, 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, 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 FIFTH SCHEDULE ABOVE REFERRED TO

[Specification for Construction]

I. STRUCTURE	:	Building Designed with R.C.C Frame structure rests on individual column
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	foundation as per structural design approved by the competent Authority.
2. EXTERNAL WALL	: 5 ¹¹ / ₈ " thick brick wall and plastered with Cement Mortar.
3. INTERNAL WALL	: 5" thick brick wall and Plastered with Cement Mortar to be finished with plaster of Paris with one coat primer.
4. DOORS	: All door frames of the door in the flat shall be made of good quality Malaysian sal wood. The main door will be made of Gamari wood with magic eye. All the inside doors are made as flash doors. Bathroom door will be Syntex, Single Door.
5. WINDOW	: Aluminum window frame fitted by glass (4mm) with standard quality Grill and Aluminum Shutter sliding
6. KITCHEN	: Cooking platform will be black stone and 3'-0" height. Glazed Tiles above the platform to protect the oil spot. one S. S. Sink, One C.P. bib cock point will be provided.
7. SANITARY FITTING	: One European type commode make with standard low down cistern plumbing fittings and two C.P. Bib-Cock and one shower point in bath with 6'-00" height Glazed tiles from floor level for each toilets. These toilets are of standard materials. One Basin (dining). All the external and Internal sanitary plumbing lines are made of high density standard polymer pipes. All the sanitary



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	lines to be connected with Septic tank and waste water lines with the drain source.
8. W.C.	: One English white commode with lowdown PVC cistern, Two C.P Bib-Cocks and 3' height Glazed tiles to be provided. One small corner wash basin will be provided. Apart from above, extra payment to be paid for extra works by the purchaser/ land owners.
9. WATER	: 24 hours water facility through O.H Tank, Under Ground reservoir from the source of Deep tube well (through submersible pump) which installed inside the Apartment compound
10. <u>FLOORING</u>	All the Floor including bathroom are finished with Marble with 4" skirting.
11. <u>GRILL</u>	: Standard quality of Grill shall be fixed at Balcony/ Verandah up to 3'-0" height only.
12. <u>ELECTRIFICATION</u>	: BED ROOM 2 (Two) Light points. 1 (One) Fan point. 2 (Two) plug point (5AMP) 1 (One) plug point (15AMP) <u>DINING AND DRAWING ROOM:</u> 2 (Two) Light points. 2 (Two) Fan point. 2 (Two) plug point (5AMP) 1 (one) power plug point (15 AMP) <u>VERANDAH / BALCONY:</u> 1 (one) light point.



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	<p>1 (one) plug point (5AMP)</p> <p><u>KITCHEN:</u></p> <p>1 (one) light point.</p> <p>1 (one) Exhaust Fan point.</p> <p>1 (one) power plug point (15 AMP)</p> <p>1 (one) plug point (5AMP)</p> <p><u>TOILET:</u></p> <p>1 (one) light point.</p> <p>1 (one) Exhaust Fan point.</p> <p>1 (one) power plug point (15 AMP)</p> <p><u>CALLING BELL:</u></p> <p>1 (one) calling bell point at the main entrance.</p> <p><u>OUTSIDE OF MAIN DOOR:</u></p> <p>1 (one) light point at the main entrance.</p> <ul style="list-style-type: none"> • The total electrical points will be within 30 Nos. • No electrical fittings will be provided by the Developer.
<p><u>13. PAINTING</u></p>	<p>a) Inside wall of the flat will be plaster of Paris and one coated primer and external wall with weather coat.</p> <p>b) All door frames painted with two coats primer.</p>
<p><u>14. LIFT</u></p>	<p>YES (3 + 1)</p>

• **ADDITIONAL SPECIFICATIONS AT EXTRA COST WITH PRIOR INTIMATION.**

- a) The extra work may be done subject to architect's prior approval and money will be deposited in advanced.
- b) The decision of developer will be final.



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c) That the Developer will install Transformers for the said multi-storied building at her/ its own cost but the expenses will be borne by the all flat owners/ land owners proportionately.

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 Alley
Barasat, KA-136
- 2. Goutam Kumar Das
Malancha Road,
Malin Bagan,
North 24 Pargna.

- Tapan De @
- 1. Tapas Kumar Das
 - 2. Rina De
 - 3. Mallika Basu

SIGNATURE OF THE LAND OWNERS

SRIJANI

Sap Tapas Das
Proprietor

SIGNATURE OF THE DEVELOPER

DRAFTED BY:

Tapan K. Sarma

Advocate

District Judges' Court,
Barasat, North 24 Parganas.

Tapan Kumar Sarma
Advocate

Judges Court Barasat
North 24 Pgs.

Regd. No.- WB/1122/1983

Drafted By:
[Signature]
Barasat.




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

19 MAY 2020

स्थायी खाते संख्या / PERMANENT ACCOUNT NUMBER
 AESPD7885C



नाम / NAME
 TAPAN DE

पिता का नाम / FATHER'S NAME
 KRISHN CHANDRA DE

जन्म तिथि / DATE OF BIRTH
 10-01-1944

हस्ताक्षर / SIGNATURE
 Tapan De

अधिकारी का हस्ताक्षर / OFFICER'S SIGNATURE
 K. K. ...
 COMMISSIONER OF INCOME TAX

Handwritten signature

इस खाते में जो भी पैसा जमा कराया जाए
 वही व्यक्ति को ही देना होगा।
 (यदि आपका कोई भी बैंक खाता है
 तो उसे भी ध्यान में रखें।)
 धन्यवाद।
 अधिकारी - 700 008

In case any sum is deposited in this account in
 the future, it shall be paid only to the person
 mentioned in the account.
 (If you have any bank account, please
 take it into consideration.)
 Thank you.
 Officer - 700 008



ভারত সরকার
Unique Identification Authority of India
Government of India

অনুকরণিক সংখ্যা - Enrollment No. 1111/19355/20732

13/02/2013

নাম
TAPAN KUMAR DEY
বাস
নাবাপল্লী
গার্সত
Nabapalli, North Twenty Four Parganas
West Bengal - 750125

Tapan K. Dey



KL171442812DF
12144201



আপনার অ্যাডহার সংখ্যা/ Your Aadhaar No. :

8193 3548 5318

আধার - সাধারণ মানুষের অধিকার

ভারত সরকার
GOVERNMENT OF INDIA




নাম
TAPAN KUMAR DEY
বাস
পিতা: KRISHNACHANDRA DLY
সংস্করণ/Version of B.A.N. 1.244
সঙ্গ: Male

8193 3548 5318



আধার - সাধারণ মানুষের অধিকার



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

EW2834355

পরিচয় পত্র



Handwritten signature

Elector's Name: Tapsh, Dc

নির্বাচকের নাম: টাপশ ডি

Father's Name: Kuldeep Dc

পিতার নাম: কুলদীপ ডি

Sex: M

স্বক: পুরুষ

Age as on 1.1.2008: 62

১.১.২০০৮ এ বয়স: ৬২

Address:

Sarajit Pally, Dakshin Para, Medhyapara, Palchora Park 28
Barasat North 24 Parganas-700128

Address:

সরাজিত পাড়া, দক্ষিণ পাড়া, মেডহ্যাপারা পাড়া ২৮ বরাসত নর্থ ২৪
বারসাত ৭০০১২৮

Handwritten signature of the Electoral Registration Officer

Facsimile Signature
Electoral Registration Officer
নির্বাচন নিবন্ধন অফিসার

Assembly Constituency: SC-Barasat

সংসদীয় নির্বাচন এলাকা: SC-বারসাত

District: 24 Parganas

জেলা: ২৪ পর্গানা

Date: 11.03.2008

তারিখ: ১১.০৩.২০০৮

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ELECTION COMMISSION OF INDIA
ভারতের নির্বাচন কমিশন

IDENTITY CARD
পরিচয় পত্র

CKW3859884



Elector's Name	Rina Dey
নির্বাচনস্ব নাম	রীনা দে
Husband's Name	Malay
স্বামীর নাম	মলয়
Sex	F
লিঙ্গ	স্ত্রী
Age as on 1.1.2000	37
১.১.২০০০-এ বয়স	৩৭

Address

Sarajini Pally (Dakshin And Pashchim)
Barasat North 24 - Parganas 743201

ঠিকানা

সরোজিনী পল্লী (দক্ষিণ এবং পশ্চিম) বারাসত উত্তর
২৪ পরগণা ৭৪৩২০১

Facsimile Signature
Electoral Registration Officer
নির্বাচক নিবন্ধন কর্মকর্তার

For: 90-Barasat

Assembly Constituency

৯০-বারাসত

বিধানসভা নিবন্ধন কেন্দ্র

Place North 24 - Parganas

স্থান উত্তর ২৪ পরগণা

Date 27.08.2000

তারিখ ২৭.০৮.২০০০

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOV. OF INDIA

RINA DEY
KASHINATH BANERJEE

28/08/1962

Permanent Account Number

ARWPD3920C

Rina
Dey



आयकर विभाग
Income Tax Department
आयकर सेवा केंद्र (आईटीएस)
प्रशासनिक सेक्टर-11, आईटीएस
नया दिल्ली-400 014
इस कार्य में सहायता के लिये कृपया सूचित करें।
आयकर विभाग
आयकर सेवा केंद्र (आईटीएस)
नया दिल्ली-400 014

Rina Dey





ভারত সরকার
Unique Identification Authority of India
Government of India

উপস্থাপন/Enrollment No. 111149358/00734

To
RINA DEY
পিতা:
NABAPALLI
Bajusa
Nabapalli, North Twenty Four Parganas
West Bengal - 700126

KL 17144262BDF
*7144282



আপনার আধার সংখ্যা/ Your Aadhaar No. :

4864 3150 1473

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



নাম:
RINA DEY
পিতা/পিতামহী:
Father: KASHINATH BANERJEE

সংরক্ষণের তারিখ/ Date:
নাম/ Name:

4864 3150 1473



আধার - সাধারণ মানুষের অধিকার

Rina Dey

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MALLIKA BASU
KSHITISH CHANDRA DEY

02/04/1962
Permanent Account Number

AHUPB4359G



Mallika Basu
Signature



ভারতের নির্বাচন কমিশন
পরিচয় পত্র

ELECTION COMMISSION OF INDIA
IDENTITY CARD

DHW0901850



নির্বাচকের নাম : মল্লিকা বসু

Elector's Name : Mallika Basu

স্বামীর নাম : দেবকুমার বসু

Husband's Name : Debkumar Basu

লিঙ্গ / Sex : স্ত্রী / F

জন্ম তারিখ : 02/04/1963
Date of Birth



ভারতীয় বিশিষ্ট খরীদা আধার কার্ড

ভারত সরকার

Unique Identification Authority of India
Government of India

স্বাক্ষরিত/Enrollment No.: 2169/88697/01497

23/11/2018

To:
Mallika Basu
মালিকা বসু
W/O: Deb Kumar Basu
3/5 MADHUSUDAN BANERJEE ROAD,
Kamrabad (n),
Nandia Nagar, North 24 Parganas, North 24 Parganas,
West Bengal - 700023
9830325118



KAG55558991F1

05555899



আপনার আধার সংখ্যা / Your Aadhaar No. :

2086 9831 7217

আমার আধার, আমার পরিচয়



ভারত সরকার

স্বাক্ষরিত/Enrollment No.



মালিকা বসু
Mallika Basu

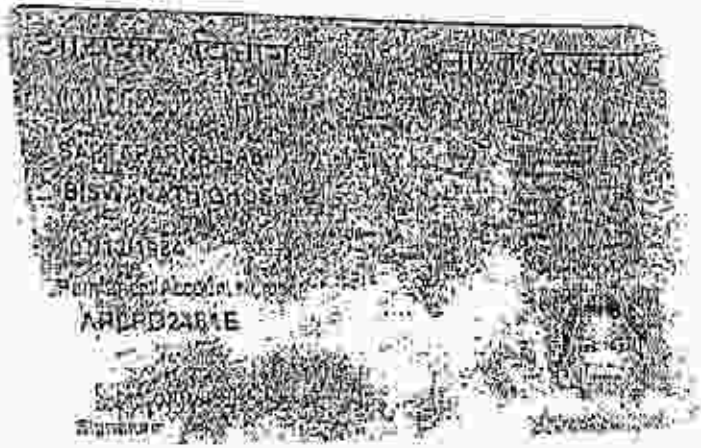
জন্মতারিখ / DOB: 02/04/1952

মহিলা / Female

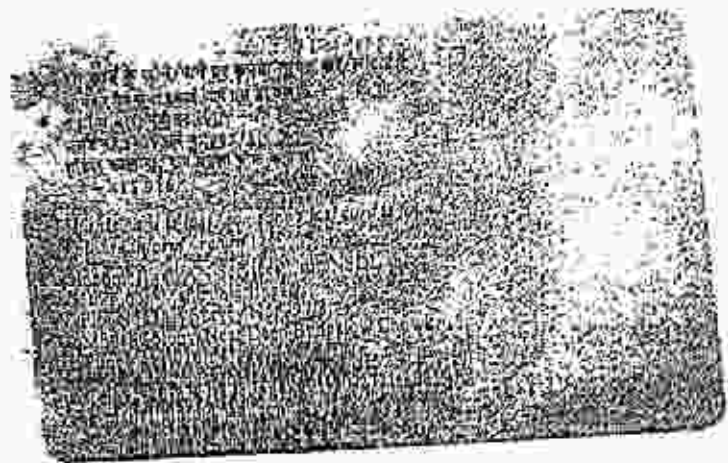
2086 9831 7217



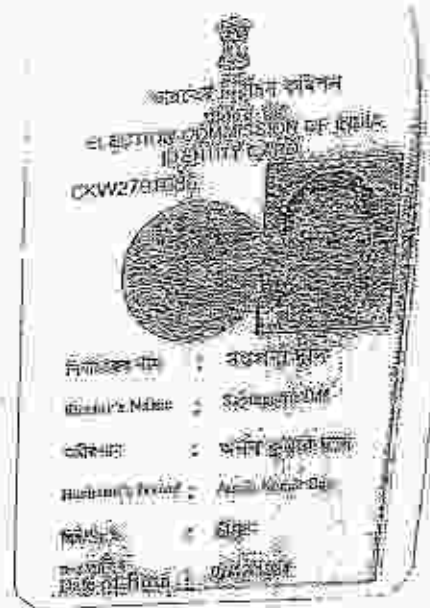
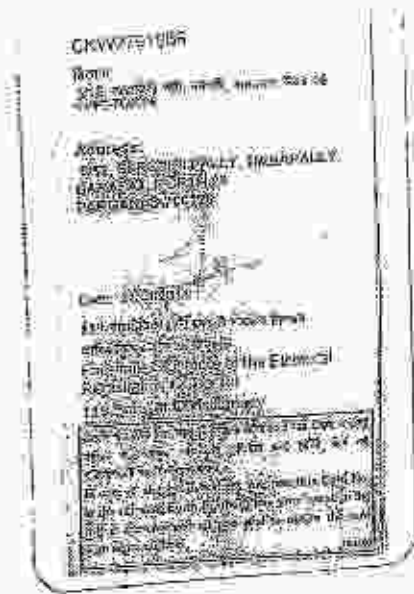
আমার আধার, আমার পরিচয়



Saptaparna Das



Saptaparna Das



Saptarishi Pas

সপ্তপার্না দাস
SAPTAPARNADAS
৯৬৭৮৯০৩৪ ৭১৭৯
মহিলা/FEMALE




আমার আকার, আমার পরিচয়



সপ্তপার্না দাস
Saptarnadashiksha Samithi of India

আবাসন
W/O M/S B. Kumar Das S/O,
Sardar Patel Road - 1, Model
24 Pergana-22
West Bengal - 700126

ফোন
১১৬৬৬৬৬৬৬৬৬৬ ১১২২, সপ্তপার্না
পল্লী, বারাসাত, উত্তর ২৪ পরগণা,
কলকাতা - ৭০০১২৬

9678 9034 7179



Saptarnadashiksha Samithi

भारतीय निर्वाचन आयोग
भारतीय पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD
CKW3858717



निर्वाचक का नाम : अरवि कुमार दास
Elector's Name : Aravind Kumar Das
पिता का नाम : अशोक कुमार दास
Father's Name : Ashok Kumar Das
लिंग/Sex : पुरु/ M
जन्म तारीख
Date of Birth : 03/01/1971

Aravind Kumar Das

CKW3859717

ठिकाना:
B/12, बरौली पाली, बरौली, उत्तर प्रदेश-206126
पिनकोड: 206126

Address:
B/12, BAROLI PALI, BAROLI,
NORTH WEST PARGANAS-206126

Date: 01/06/2014

119, भारतीय निर्वाचन आयोग, दिल्ली-110001
आधिकारिक मुद्रांक प्रमाणिका
Facsimile Signature of the Electoral
Registration Officer for
119 Baraboli Constituency

विशेष ध्यान देने योग्य बातें: इस कार्ड को सुरक्षित रखें। इसे किसी भी प्रकार से नष्ट न करें।
यदि इस कार्ड को नष्ट कर दिया जाए तो इसे तुरंत नष्ट कर दिया जाएगा।
In case of stamp, in absence mention that Card has
not been returned to the Electoral Registration Officer for the
purpose of the card and to return the card
with your name. 23/05/2014

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

(1)

Name **SRI TAPAN DE** alias **TAPAN KUMAR DE**
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 abovesaid person and attested by the said person.

Tapan De @

Tapan Kumar De

Signature of the presentant



(2) **SMT. RINA DEY**

Name *Rina De*

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.

Rina De

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

19 MAY 2020

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

(1)

Name **SMT. MALLIKA BASU**
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 abovesaid person and attested by the said person.

Mallika Basu
Signature of the presentant



(2) **SMT. SAPTAPARNA DAS**

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.

SRJANI

Saptaparna Das

Signature of the Presentant/Executant
Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)



১৫২

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

19 MAY 2020



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

BRN: 192020210004113271
 BRN Date: 19/05/2020 12:47:04
 BRN: 311476591

Payment Mode: Online Payment
 Bank: AXIS Bank
 BRN Date: 19/05/2020 12:49:48

DEPOSITOR'S DETAILS

Name: SRIJANI
 Contact No.:
 E-mail:
 Address: 5 BY 12 SAROJINI PALLY NABAPALLY BARASAT KOL 126
 Applicant Name: Mr Tapan Kumar Sarma
 Office Name:
 Office Address:
 Status of Depositor: Buyer/Claimants
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

Id No.: 2000543046/2/2020
(Class No/Quota/Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	2000543046/2/2020	Property Registration- Stamp duty	0030-02-103-003-02	6020
2	2000543046/2/2020	Property Registration- Registration Fee	0030-02-104-001-15	21
Total				6041

In Words: Rupees Six Thousand Forty One only





Directorate of Registration & Stamp Revenue
Finance Department, Government of West Bengal

e-Appointment Details

Appointment Number : 202000002357
Query No./Year : 2000543046/2020
Name of the applicant : Mr Tapan Kumar Sarma
Address of the applicant :
Status of the applicant : Advocate
Mobile no. : 9163093650
Transaction : [0110] Sale, Development Agreement or
Construction agreement
Office Where Deed will be Registered : D.S.R. - III NORTH 24-PARGANAS
Date of Presentation : 19/05/2020
Time & Slot : 01:15 p.m. Slot-1

You are requested to visit the concerned Registration Office at appointed time only.

N.B: eAppointment made against this Query is liable to be cancel, if any Error Correction is made in Requisition Form after this eAppointment.

Major Information of the Deed



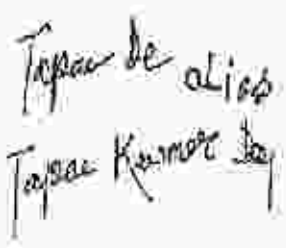
Deed No :	I-1525-03100/2020	Date of Registration	19/05/2020
Query No / Year	1525-2000543046/2020	Office where deed is registered	
Query Date	12/05/2020 4:39:59 PM		1525-2000543046/2020
Applicant Name, Address & Other Details	Tapan Kumar Sarma Thana : Barasat, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9163093660, 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. 1/-	Rs. 30,00,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:40(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area).		

Land Details :

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



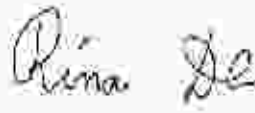
Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1981/2499	RS-1361	Bastu	Pukurpar	3 Katha	1/-	30,00,002/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road.
Grand Total :					4.95Dec	1/-	30,00,002/-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			Signature
	Name	Photo	Finger Print	
1	Shri TAPAN DE, (Alias: TAPAN KUMAR DE) (Presentant) Son of Late Kshitish Chandra Dey Executed by: Self, Date of Execution: 19/05/2020 Admitted by: Self, Date of Admission: 19/05/2020, Place : Office			
		19/05/2020	19/05/2020	19/05/2020

Sarojini Pally, Nabapally, P.O:- Nabapally, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AESPD7885C, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 19/05/2020
 Admitted by: Self, Date of Admission: 19/05/2020, Place : Office



Name	Photo	Finger Print	Signature
Smt RINA DEY Wife of Shri. Moloy Kumar Dey Executed by: Self, Date of Execution: 19/05/2020 Admitted by: Self, Date of Admission: 19/05/2020, Place : Office			
19/05/2020	19/05/2020	19/05/2020	19/05/2020

Sarojini Pally, Nabapally, P.O:- Nabapally, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ARWPD3820C, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 19/05/2020
 Admitted by: Self, Date of Admission: 19/05/2020, Place : Office

3	Name	Photo	Finger Print	Signature
	Smt MALLIKA BASU Wife of Shri. Debkumar Basu Executed by: Self, Date of Execution: 19/05/2020 Admitted by: Self, Date of Admission: 19/05/2020, Place : Office			
		19/05/2020	19/05/2020	19/05/2020

3/5 Madhusudan Banerjee Road, P.O:- Belgharia, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AHUPB4359G, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 19/05/2020
 Admitted by: Self, Date of Admission: 19/05/2020, 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	<table border="1"> <thead> <tr> <th>Name:</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Smt SAPTAPARNA DAS Wife of Shri. Anab Kumar Das Date of Execution - 19/05/2020, Admitted by: Self, Date of Admission: 19/05/2020, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>19/05/2020</td> <td>19/05/2020</td> <td>19/05/2020</td> </tr> </tbody> </table>	Name:	Photo	Finger Print	Signature	Smt SAPTAPARNA DAS Wife of Shri. Anab Kumar Das Date of Execution - 19/05/2020, Admitted by: Self, Date of Admission: 19/05/2020, Place of Admission of Execution: Office					19/05/2020	19/05/2020	19/05/2020
Name:	Photo	Finger Print	Signature										
Smt SAPTAPARNA DAS Wife of Shri. Anab Kumar Das Date of Execution - 19/05/2020, Admitted by: Self, Date of Admission: 19/05/2020, Place of Admission of Execution: Office													
	19/05/2020	19/05/2020	19/05/2020										



Identifier Details :

Name	Photo	Finger Print	Signature
Shri Arnab Kumar Das Son of Shri Prafulla Kumar Das 5/12, Sarojini Pally, P.O:- Nabapally, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN-700126			
	19/05/2020	19/05/2020	19/05/2020
Identifier Of Shri TAPAN DE, Smt RINA DEY, Smt MALLIKA BASU, Smt SAPTAPARNA DAS			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri TAPAN DE	SRIJANI-1.65 Dec
2	Smt RINA DEY	SRIJANI-1.65 Dec
3	Smt MALLIKA BASU	SRIJANI-1.65 Dec



Endorsement For Deed Number : I - 152503100 / 2020

19-05-2020

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 : 40
 (g) of Indian Stamp Act 1899.

Presentation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)
 Presented for registration at 13:45 hrs on 19-05-2020, at the Office of the D.S.R. - III NORTH 24-PARGANAS by Shri

TAPAN DE Alias TAPAN KUMAR DE, one of the Executants

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 30,00,002/-

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

Execution is admitted on 19/05/2020 by 1. Shri TAPAN DE, Alias TAPAN KUMAR DE, Son of Late Kshitesh Chandra Dey, Sarojini Pally, Nabapally, P.O: Nabapally, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700126, by caste Hindu, by Profession Retired Person, 2. Smt KINA DEY, Wife of Shri Malay Kumar Dey, Sarojini Pally, Nabapally, P.O: Nabapally, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700126, by caste Hindu, by Profession House wife, 3. Smt MALLIKA BASU, Wife of Shri Deb Kumar Basu, 3/5 Madhusudan Banerjee Road, P.O: Belgharia, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700066, by caste Hindu, by Profession House wife

Identified by Shri Anab 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 19-05-2020 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 Anab 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 19/05/2020 12:49PM with Govt. Ref. No. 192020210004113271 on 19-05-2020, Amount Rs: 21/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 311476591 on 19-05-2020, 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 1,000/-, by online = Rs 6,020/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 135, Amount: Rs.1,000/-, Date of Purchase: 14/05/2020, Vendor name: Sudip Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/05/2020 12:49PM with Govt. Ref. No. 192020210004113271 on 19-05-2020, Amount Rs: 6,020/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 311476591 on 19-05-2020, Head of Account 0030-02-103-003-02

K. Nandi

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



Volume number 1525-2020, Page from 87521 to 87573
Serial No 152503100 for the year 2020.



Digitally signed by ANANDA MOHAN
NANDI
Date: 2020.05.19 15:01:06 +05:30
Reason: Digital Signing of Deed.

Anandi

(Ananda Mohan Nandi) 2020/05/19 03:01:06 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III NORTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)