

भारतीय न्यायिक

दस
रुपये
रु. 10

TEN
RUPEES

Rs. 10

INDIA

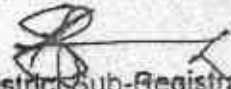
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

454811

29/5/19
29/5/19


District Sub-Registrar-II
Alipore, South 24 Parganas

29 MAY 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "AGREEMENT") is made at Kolkata and executed on this 29th day of MAY, 2019, by and amongst:

- (A) SRI NIRMAL DAS (PAN No. - BIPPD1039L), s/o Late Santosh Kumar Das, aged about - 63 years, by profession - Business, by nationality - Indian, by faith - Hindu, residing at 18/10, Ustad Amir Khan Sarani, P.S. - Previously Thakurpukur and now Haridevpur, P.O. - Haridevpur, Ward No. - 122, District - South 24 Parganas, Kolkata - 700082, (B) SRI NANI GOPAL MAJHI (PAN No. - AUPPM0997H), s/o Sri

Beni Madhab Majhi, aged about – 59 years, by profession – Service, by nationality – Indian, by faith – Hindu, residing at 18/10 B, Ustad Amir Khan Sarani, Netaj Pally, P.S. – Previously Thakurpukur and now Haridevpur, P.O. – Haridevpur, Ward No. – 122, District – South 24 Parganas, Kolkata – 700082, (hereinafter referred to as the "LANDOWNERS"), which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include their respective heirs, successors, executors, administrators, trustees, legal representatives and permitted assigns, of the ONE PART;

AND

2. M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Mahatma Gandhi Road, Kolkata – 700082, duly represented by its sole Proprietor SRI SATYABRATA DAS (PAN No. – AQRPD1413D), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas, (herein after referred to as "DEVELOPER") which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said proprietor and his respective heirs, executors, administrators, representatives and assigns of the ONE PART;

Each of the parties mentioned above, are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS.

1. Late Dharendra Nath Kole was the absolute owner of ALL THAT piece and parcel of the LAND admeasuring more or less about 80 Satak lying and situated in Mouza – Haridevpur, District – 24 Parganas, P.S. – Behala, within the jurisdiction of Sub Registrar's Office – Allpore, Pargana – Khaspur, Touzi No. - 40, R.S. No. - 35, J.L. No.

- 25, under Khatian No. – 488, Dag No - 420 along with all easements rights prevailing therein and continued to acquire peaceful possession of the said Land;
2. After the Revisional Settlement the aforesaid piece and parcel of 80 (Eighty) satak LAND lying and situated under Dag No. – 420, Khatian No. – 488, was divided into six Khatians i.e. Khatian No. – 904, 1013 1014 1015 1016 and 1017 respectively and the same was recorded in the name of Sri Dharendra Nath Kole under the above-mentioned different khatians.
 3. Apart from the above-mentioned Land, the Said Sri Dharendra Nath Kole also purchased another land admeasuring more or less 1.42 (One point Four Two) Satak from one Nazru Sardar and his family lying and situated under the Khatian No. – 37, Dag No. – 418 and 419, Moza – Haridevpur, in the year of 1938, vide Registered Deed No. 2031, and acquired absolute ownership of the same Land. The said Land was also recorded in the name of Sri Dharendra Nath Kole after the Revisional Settlement under the same Khatian No. – 37.
 4. The said Sri Dharendra Nath Kole died intestate leaving behind his surviving wife Smt. Chandi Bala Kole, and his seven daughters and one son, as his only legal heirs. Now the said Smt. Chandi Bala Kole and their seven daughters and one son being the legal heirs of Late Sri Dharendra Nath Kole as per the Hindu Succession Act acquired joint absolute ownership and enjoyed the peaceful possession thereof.
 5. Now the five married daughters of Late Sri Dharendra Nath Kole i.e. (a) Smt. Ankur Rani Paramanik (b) Smt. Naintara Senapati (c) Smt. Gita Rani Halder (d) Smt. Renuka Das and (e) Smt. Menoka Kole decided to gift their portion of property i.e. $1/9^{\text{th}}$ portion share of each, to their mother Smt. Chandi Bala Kole, by way of Gift made in the year of 1969 vide Registered Gift Deed No. 4710, and the same was registered in the office of Sub Registrar at Behala. So, the said Smt. Chandi Bala Kole acquired the absolute ownership of $6/9^{\text{th}}$ portion of share of the aforesaid total Land including her own share

and started to enjoy peaceful possession with all easement rights prevailing therein. The three minor children, i.e. (i) Master Ananda Kumar Kole, (ii) Miss Minakshi Bala Kole and (iii) Miss Kanaka Bala Kole acquired absolute ownership of the $\frac{3}{9}$ th portion of share in the total Land of Late Dharendra Nath Kole.

6. Smt. Chandi Bala Kole being the single mother due to some financial crunch instituted a case vide case no. – 67 at the Alipore Judges Court in the year of 1969, to obtain permission to sale the portion of shares from the property of the above-mentioned minors. The said prayer has been grant by the said Learned Court according to Act 32, Order No. - 4, in the year of 6th January 1970.
7. Now the said SMT. CHANDI BALA KOLE as per the order of the Learned Judges Court divided the property under Dag no. – 418, 419, 420, Mouza – Haridevpur into small plots of land and started selling it to various intending purchasers at prevailing market price and/or mutually agreed sale consideration amount.
8. SMT. CHANDI BALA KOLE being the true, lawful and absolute owner of the above-mentioned Said Land sold ALL THAT piece and parcel of BASTU LAND admeasuring more or less about 2 (Two) kathas 8 (Eight) Chattaks and 0 (Zero) square feet and 2 (Two) kathas 0 (Zero) Chattaks and 0 (Zero) square feet aggregating to 4 (four) kathas 8 (Eight) Chattaks and 0 (Zero) square feet lying and situated under Dag No. – 420, Mouza - Haridevpur, previously C. S. Khatian No. – 488 and after Revisional Settlement now Khatian No. - 1015, 1016 respectively, Touzi No. – 40, R.S. No. - 35, J.L No. – 25, Pargana – Khaspur, District – South 24 Parganas, P.S – previously Behala then Thakurpukur and now Haridevpur, within the jurisdiction of District Sub-Registrar's Office Alipore, West Bengal with all easement rights to the SMT KANAN BALA DAS for a sale consideration vide Registered Deed of Conveyance dated 05th July, 1972, which was registered in the Office of District Sub Registrar, Alipore, and was recorded

in Book No. - I, Volume No. - 66, Pages from 265 to 269, Being No. - 2598 for the year of 1972.

9. The said SMT KANAN BALA DAS mutated her name as Owner of the Said Land admeasuring more or less 4 (four) kathas 8 (Eight) Chattaks and 0 (Zero) square feet in Dag No. - 420, Mouza - Haridevpur previously C.S. Khatian No. - 488 and after Revisional Settlement now Khatian No. - 1015, 1016 respectively, Touzi No. - 40, R.S. No. - 35, J.L. No. - 25, Pargana - Khaspur, District - South 24 Parganas, P.S - previously Behala then Thakurpukur and now Haridevpur, in the records of the Kolkata Municipal Corporation and it was numbered as Premises No. 191, Ustad Amir Khan Sarani, Kolkata - 700082.
10. SMT. KANAN BALA DAS being the true, lawful and absolute owner of the above-mentioned Said Land sold ALL THAT piece and parcel of BASTU LAND admeasuring more or less about 2 (Two) kathas 3 (Three) Chattaks and 40 (Forty) square feet out of 4 (four) kathas 8 (Eight) Chattaks and 0 (Zero) square feet which actually after measurement came to 4 (four) kathas 7 (Seven) Chattaks and 36 (Thirty Six) square feet lying and situated under Dag No. - 420, Mouza - Haridevpur, previously C.S. Khatian No. - 488 and after Revisional Settlement now Khatian No. - 1015, 1016 respectively, Touzi No. - 40, R.S. No. - 35, J.L. No. - 25, Pargana - Khaspur, District - South 24 Parganas, P.S - previously Behala then Thakurpukur and now Haridevpur, within the jurisdiction of District Sub-Registrar's Office Alipore, West Bengal with all easement rights to the SRI NANI GOPAL MAJHI for an appropriate sale consideration vide Registered Deed of Conveyance dated 16th May, 2006, which was registered in the Office of District Sub Registrar - II, Alipore, and was recorded in Book No. - I, Volume No. - 125, Pages from 112 to 124, Being No. - 06719 for the year of 2006.
11. The said SRI NANI GOPAL MAJHI mutated his name as Owner of the Said Land admeasuring more or less 2 (Two) kathas 3 (Three) Chattaks and 40 (Forty) square

feet in Dag No. - 420, Mouza – Haridevpur previously C.S. Khatian No. – 488 and after Revisional Settlement now Khatian No. - 1015, 1016 respectively, Touzi No. – 40, R.S. No. - 35, J.L. No. – 25, Pargana – Khaspur, District – South 24 Parganas, P.S – previously Behala then Thakurpukur and now Haridevpur, in the records of the Kolkata Municipal Corporation and it was numbered as Premises No. 191A, Ustad Amir Khan Sarani, having Assessee No. 411220918987, and Mailing Address – 18/10B, Ustad Amir Khan Sarani, Netaji Pally, Haridevpur, Kolkata – 700082.

12. SMT. KANAN BALA DAS being the true, lawful and absolute owner of the above-mentioned Said Land out of true love and affection gifted ALL THAT piece and parcel of BASTU LAND admeasuring more or less about 2 (Two) kathas 3 (Three) Chattaks and 41 (Forty One) square feet out of 4 (four) kathas 8 (Eight) Chattaks and 0 (Zero) square feet which actually after measurement came to 4 (four) kathas 7 (Seven) Chattaks and 36 (Thirty Six) square feet lying and situated under Dag No. – 420, Mouza - Haridevpur, previously C.S. Khatian No. – 488 and after Revisional Settlement now Khatian No. - 1015, 1016 respectively, Touzi No. – 40, R.S. No. - 35, J.L. No. – 25, Pargana – Khaspur, District – South 24 Parganas, P.S – previously Behala then Thakurpukur and now Haridevpur, within the jurisdiction of District Sub-Registrar's Office Alipore, West Bengal with all easement rights to the SRI NIRMAL DAS vide Registered Deed of Gift dated 22nd August, 2012, which was registered in the Office of District Sub Registrar - II, Alipore, and was recorded in Book No. - I, Volume No. - 11, Pages from 14013 to 14027, Being No. - 09418 for the year of 2012.
13. The said SRI NIRMAL DAS became the absolute Owner of the Said Land admeasuring more or less 2 (Two) kathas 3 (Three) Chattaks and 41 (Forty One) square feet in Dag No. - 420, Mouza – Haridevpur previously C.S. Khatian No. – 488 and after Revisional Settlement now Khatian No. - 1015, 1016 respectively, Touzi No. – 40, R.S. No. - 35, J.L. No. – 25, Pargana – Khaspur, District – South 24 Parganas, P.S – previously Behala then Thakurpukur and now Haridevpur, and mutated his name in the records

of the Kolkata Municipal Corporation which was numbered as Premises No. 191, Ustad Amir Khan Sarani, having Assessee No. 411220901894, and Mailing Address – 18/10, Ustad Amir Khan Sarani, Netaji Pally, Haridevpur, Kolkata – 700082.

14. The said SRI NANI GOPAL MAJHI and SRI NIRMAL DAS decided to amalgamate the above-mentioned 2 (two) plots of Land admeasuring more or less 2 (Two) kathas 3 (Three) Chattaks and 40 (Forty) square feet and 2 (Two) kathas 3 (Three) Chattaks and 41 (Forty One) square feet into one plot of Land by way of gift.
15. The said SRI NIRMAL DAS gifted 02 (two) chattaks of land out of above-mentioned land admeasuring 2 (Two) kathas 3 (Three) Chattaks and 41 (Forty One) square feet to SRI NANI GOPAL MAJHI vide Registered Deed of Gift dated 08th July, 2014, which was registered in the Office of Additional District Sub Registrar, Behala, and was recorded in Book No. - I, Volume No. - 19, Pages from 1452 to 1467, Being No. - 05841 for the year of 2014.
16. The said SRI NANI GOPAL MAJHI gifted 02 (two) chattaks of land out of above-mentioned land admeasuring 2 (Two) kathas 3 (Three) Chattaks and 40 (Forty) square feet to Sri Nirmal Das vide Registered Deed of Gift dated 08th July, 2014, which was registered in the Office of Additional District Sub Registrar, Behala, and was recorded in Book No. - I, Volume No. - 19, Pages from 1289 to 1304, Being No. - 05840 for the year of 2014.
17. The said SRI NIRMAL DAS and SRI NANI GOPAL MAJHI jointly became the absolute owners of ALL THAT piece and parcel of BASTU LAND admeasuring more or less about 4 (four) kathas 7 (Seven) Chattaks and 36 (Thirty Six) square feet lying and situated under Dag No. – 420, Mouza - Haridevpur, previously C.S. Khatian No. – 468 and after Revisional Settlement now Khatian No. - 1015, 1016 respectively, Touzi No. – 40, R.S. No. - 35, J.L No. – 25, Patana – Khaspur, District – South 24 Parganas, P.O. – Haridevpur, P.S – previously Behala then Thakurpukur and now Haridevpur.

within the jurisdiction of District Sub-Registrar's Office Alipore, West Bengal, along with all easement rights and it has now being numbered as Premises NO. 191, Ustad Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. - 411220901894, Kolkata - 700082.

18. For better accommodation and to get more benefit from the said LAND, the LANDOWNERS herein were desirous of constructing a multi-storied building on the said Land, and entered into a Registered Development Agreement dated 02nd September, 2016, with M/S. Sushovan Construction, a proprietorship firm, having its office at 11C, Naskar Para Road, Kolkata - 700041, duly represented by its sole Proprietor SRI PRADIP SAHA (PAN No. - ASBPS2103H), s/o Late Narayan Pada Saha, by nationality - Indian, by faith - Hindu, by occupation - Business, residing at 2035, Mahatma Gandhi Road, Kolkata - 700082, P.O. - Haridevpur, P.S. - Haridevpur, Ward No. - 122, District - South 24 Parganas, and the same was registered in the Office of District Sub Registrar - II, Alipore, and was recorded in Book No. - I, Volume No. - 1602 - 2016, Pages from 263405 to 263441, Being No. - 160209004 for the year of 2016.
19. Subsequent to the above-mentioned DEVELOPMENT AGREEMENT dated 02nd September, 2016, the LANDOWNERS executed a REGISTERED POWER OF ATTORNEY bearing No. 160209008 dated 02nd September, 2016, in favour of M/S. SUSHOVAN CONSTRUCTION and the same registration was done in the Office of the D.S.R - II, Alipore and was recorded in Book No.1, Volume No. 1602-2016, Pages from 263532 to 263554.
20. But the said M/S. SUSHOVAN CONSTRUCTION could not develop the above-mentioned land of the LANDOWNERS within the stipulated period of time mentioned in the Registered Development Agreement, dated 02nd September, 2016, and being unable to do so decided to cancel both the above-mentioned REGISTERED

DEVELOPMENT AGREEMENT dated 02nd September, 2016, and also the REGISTERED POWER OF ATTORNEY dated 02nd September, 2016.

21. Since M/S. SUSHOVAN CONSTRUCTION has invested money for doing all the legal formalities and other purposes and also given money to the Landowners, so they demanded Rs. 11,00,000/- (Rupees Eleven Lacs only) as a refund money for cancelling both the above-mentioned Registered DEVELOPMENT AGREEMENT dated 02nd September, 2016, and also the REGISTERED POWER OF ATTORNEY dated 02nd September, 2016.

22. The LANDOWNERS have decided to pay Rs. 11,00,000/- (Rupees Eleven Lacs only) to M/S. SUSHOVAN CONSTRUCTION but since the LANDOWNERS have financial crunch so approached M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Mahatma Gandhi Road, Kolkata – 700082, duly represented by its sole Proprietor SRI SATYABRATA DAS (PAN No. – AQRPD1413D), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas, (herein after referred to as "DEVELOPER") for paying the above-mentioned Rs. 11,00,000/- (Rupees Eleven Lacs only).

23. The DEVELOPER herein has agreed to pay Rs. 11,00,000/- (Rupees Eleven Lacs only) vide RTGS to the LANDOWNERS and the LANDOWNERS have agreed to handover the said LAND to the DEVELOPER for developing the said LAND immediately after cancellation of both the above-mentioned Registered DEVELOPMENT AGREEMENT dated 02nd September, 2016, and also the REGISTERED POWER OF ATTORNEY dated 02nd September, 2016.

24. After the cancellation of the said REGISTERED DEVELOPMENT AGREEMENT dated 02nd September, 2016, vide CANCELLATION OF DEVELOPMENT AGREEMENT

bearing No 160202826 dated 05th April, 2019, which was registered in the Office of the D.S.R – II, Alipore and was recorded in Book No - I, Volume No. – 1602-2019, Pages from 101568 to 101589, and also the REGISTERED POWER OF ATTORNEY dated 02nd September, 2016 vide DEED OF REVOCATION OF POWER OF ATTORNEY bearing No. 160200176 dated 05th April, 2019, which was registered in the Office of the D.S.R – II, Alipore and was recorded in Book No. IV, Volume No. – 1602-2019, Pages from 3485 to 3503, the DEVELOPER has agreed to construct a STRAIGHT III STORIED BUILDING on ALL THAT piece and parcel of BASTU LAND admeasuring

more or less about 4 (four) kathas 7 (Seven) Chattaks and 36 (Thirty Six) square feet alongwith 750 (seven hundred fifty) square feet tinched structure standing lying and situated under Dag No. – 420, Mouza - Haridevpur, previously C.S. Khatian

No. – 488 and after Revisional Settlement now Khatian No. - 1015, 1016 respectively, Touzi No. – 40, R.S. No. - 35, J.L No. – 25, Pargana – Khaspur, District – South 24 Parganas, P.O. – Haridevpur, P.S – previously Behala then Thakurpukur and now Haridevpur, within the jurisdiction of District Sub-Registrar's Office Alipore, West Bengal, along-with all easement rights and being numbered as Premises NO, 191, Ustad Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. – 411220901894, Kolkata - 700082.as per the BUILDING PLAN which is yet to be prepared and sanctioned from the Kolkata Municipal Corporation by the DEVELOPER.

25. Now the said LAND is free from all encumbrances, charges, liens, lis-pendences, mortgage and have no acquisition or requisition and/or any civil, criminal proceeding is/are not pending before any Learned Court under its jurisdiction.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties hereto as follows:

1. DEFINITION: Unless there is anything repugnant to the Subject or Context:

- A. LANDOWNERS shall mean (A) SRI NIRMAL DAS (PAN No. – BIPPD1039L), s/o Late Santosh Kumar Das, aged about – 63 years, by profession – Business, by nationality – Indian, by faith – Hindu, residing at 18/10, Ustad Amir Khan Sarani, P.S. – Previously Thakurpukur and now Haridevpur, P.O. – Haridevpur, Ward No. – 122, District – South 24 Parganas, Kolkata – 700082, (B) SRI NANI GOPAL MAJHI (PAN No. – AUPPM0997H), s/o Sri Beni Madhab Majhi, aged about – 59 years, , by profession – Service, by nationality – Indian, by faith – Hindu, residing at 18/10 B, Ustad Amir Khan Sarani, Netaj Pally, P.S. – Previously Thakurpukur and now Haridevpur, P.O. – Haridevpur, Ward No. – 122, District – South 24 Parganas, Kolkata – 700082;
- B. DEVELOPER shall mean M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Mahatma Gandhi Road, Kolkata – 700082, duly represented by its sole Proprietor SRI SATYABRATA DAS (PAN No. – AQRPD1413D), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas;
- C. TITLE DEED shall mean all the documents referred to hereinabove in Clauses of the recital;
- D. LAND shall mean ALL THAT piece and parcel of BASTU LAND admeasuring more or less about 4 (four) kathas 7 (Seven) Chattaks and 36 (Thirty Six) square feet lying and situated under Dag No. – 420, Mouza - Haridevpur, previously C.S. Khatian No. – 488 and after Revisional Settlement now Khatian No. - 1015, 1016 respectively, Touzi No. – 40, R.S. No. - 35, J.L No. – 25, Pargana – Khaspur, District – South 24 Parganas, P.O. – Haridevpur, P.S – previously Behala then Thakurpukur and now Haridevpur, within the jurisdiction of District Sub-Registrar's Office Alipore, West Bengal, along with all easement rights and it has now being numbered as Premises No. 191, Ustad

Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. - 411220901894, Kolkata - 700082 (which is more fully and particularly described in the FIRST SCHEDULE hereunder written).

- E. BUILDING shall mean the new STRAIGHT III STORIED BUILDING to be constructed on the said LAND (described in the FIRST SCHEDULE hereunder written) in accordance with the sanctioned BUILDING PLAN which is yet to be sanctioned by the Kolkata Municipal Corporation.
- F. BUILDING PLAN shall mean SANCTIONED BUILDING PLAN which is to be prepared by the ARCHITECT appointed by the DEVELOPER for construction of the new STRAIGHT III STORIED BUILDING and as sanctioned by the Kolkata Municipal Corporation.
- G. COMMON FACILITIES AND AMENITIES shall include corridors, stair-ways, passageways, underground water reservoir, overhead/underground water tank, water pump, all rain water pipes, sewerage, fittings and fixtures, manholes, pit, terrace, K.M.C. filtered water and pipe lines, boundary wall, electric supplies to the common areas and facilities, electric fixtures in the common areas, main switch, electric meter, interior walls and other facilities which may be mutually agreed upon between the Parties and required for the establishment, location, enjoyment, provisions and maintenance and/or management of the BUILDING. The common areas are impartible.
- H. ARCHITECT shall mean such person(s) duly nominated and appointed by the DEVELOPER for designing and planning of the BUILDING and also supervising the work of ongoing construction on the said LAND till the completion of the said BUILDING.

I. LANDOWNERS' ALLOCATION shall mean as follows:

A. Out of the above-mentioned Rs. 11,00,000/- (Rupees Eleven Lacs only) given by the DEVELOPER vide 2 (Two) RTGS drawn on BANDHAN BANK, Branch – Haridevpur, dated 02/04/2019, nos. being respectively BDBLR52019040200002114 to SRI NIRMAL DAS and BDBLR52019040200002173 to SRI NANI GOPAL MAJHI, only Rs. 7,00,000/- (Rupees Seven Lacs only) shall be treated as forfeit money paid to the LANDOWNERS and the rest amount of Rs. 4,00,000/- (Rupees Four Lacs only) shall be returned by the LANDOWNERS to the DEVELOPER at the time of giving possession to the LANDOWNERS and this shall become part and parcel of this REGISTERED DEVELOPMENT AGREEMENT entered between the DEVELOPER and the LANDOWNERS.

B. Apart from Rs. 7,00,000/- (Rupees Seven Lacs only), the LANDOWNERS shall get permanent residential flats in the Straight III Storied Building to be constructed on the said LAND in the following manner:

a. SRI NIRMAL DAS being one of the LANDOWNERS shall get:

i. A permanent residential flat bearing No. A 2 admeasuring more or less 550 (Five Hundred and fifty) square feet covered area on the Ground Floor as per sanction plan situated on the South East side of the same floor of the proposed Straight III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, being Premises No. - 191, Ustad Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. – 411220901894, Kolkata – 700082, comprising of 2 (two) Bed Rooms, 1 (one) dining cum kitchen, 1 (one) toilet, 1 (one) W.C. and 1 (one) verandah (more-fully mentioned in the SECOND SCHEDULE hereunder written) being allotted to the said LANDOWNER as part of

LANDOWNERS' ALLOCATION in accordance with the terms and conditions of this AGREEMENT including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the FOURTH SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;

- ii. A permanent residential flat bearing No. B 1 admeasuring more or less 380 (Three Hundred and Eighty) square feet covered area on the First Floor as per sanction plan situated on the North East side of the same floor of the proposed Straight III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 191, Ustad Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. - 411220901894, Kolkata - 700082, comprising of 1 (one) Bed Room, 1 (one) dinning cum kitchen, 1 (one) toilet, and 1 (one) verandah (more-fully mentioned in the SECOND SCHEDULE hereunder written) being allotted to the said LANDOWNER as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of this AGREEMENT including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the FOURTH SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;
- iii. The LANDOWNER shall also receive shifting charges of Rs. 5,000/- (Rupees Five Thousand only) per month till the time of possession.

- iv. Out of Rs. 5,50,000/- (Rupees Five Lacs and Fifty Thousand only), the LANDOWNER shall return Rs. 2,00,000/- (Rupees Two Lacs only) to the DEVELOPER at the time of possession vide account payee cheque(s).
- b. SRI NANI GOPAL MAJHI being the other LANDOWNER shall get:
- i. A permanent residential flat bearing No. B 2 admeasuring more or less 550 (Five Hundred and fifty) square feet covered area on the First Floor as per sanction plan situated on the South East side of the same floor of the proposed Straight III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 191, Ustad Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. - 411220901894, Kolkata - 700082, comprising of 2 (two) Bed Rooms, 1 (one) dinning cum kitchen, 1 (one) toilet, 1 (one) W.C. and 1 (one) verandah (more-fully mentioned in the SECOND SCHEDULE hereunder written) being allotted to the said LANDOWNER as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of this AGREEMENT including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the FOURTH SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;
 - ii. A permanent residential flat bearing No. A 1 admeasuring more or less 380 (Three Hundred and Eighty) square feet covered area on the Ground Floor as per sanction plan situated on the North East side of the same floor of the proposed Straight III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 191, Ustad Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having

- iv. Out of Rs. 5,50,000/- (Rupees Five Lacs and Fifty Thousand only), the LANDOWNER shall return Rs. 2,00,000/- (Rupees Two Lacs only) to the DEVELOPER at the time of possession vide account payee cheque(s).
- b. SRI NANI GOPAL MAJHI being the other LANDOWNER shall get:
- i. A permanent residential flat bearing No. B 2 admeasuring more or less 550 (Five Hundred and fifty) square feet covered area on the First Floor as per sanction plan situated on the South East side of the same floor of the proposed Straight III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 191, Ustad Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. - 411220901894, Kolkata - 700082, comprising of 2 (two) Bed Rooms, 1 (one) dinning cum kitchen, 1 (one) toilet, 1 (one) W.C. and 1 (one) verandah (more-fully mentioned in the SECOND SCHEDULE hereunder written) being allotted to the said LANDOWNER as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of this AGREEMENT including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the FOURTH SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;
- ii. A permanent residential flat bearing No. A 1 admeasuring more or less 380 (Three Hundred and Eighty) square feet covered area on the Ground Floor as per sanction plan situated on the North East side of the same floor of the proposed Straight III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 191, Ustad Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having

Assessee No. – 411220901894, Kolkata – 700082, comprising of 1 (one) Bed Room, 1 (one) dinning cum kitchen, 1 (one) toilet, and 1 (one) verandah (more-fully mentioned in the SECOND SCHEDULE hereunder written) being allotted to the said LANDOWNER as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of this AGREEMENT including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the FOURTH SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;

- iii. The LANDOWNER shall not receive any shifting charges till the time of possession.
- iv. Out of Rs. 5,50,000/- (Rupees Five Lacs and Fifty Thousand only), the LANDOWNER shall return Rs. 2,00,000/- (Rupees Two Lacs only) to the DEVELOPER at the time of possession vide account payee cheque(s).

J. DEVELOPER'S ALLOCATION shall mean the rest of the constructed area of the proposed STRAIGHT III STORIED BUILDING on the said LAND after providing the LANDOWNERS' ALLOCATION to the LANDOWNERS and it shall exclusively be the part and parcel of the DEVELOPER'S ALLOCATION (more fully and particularly described in the THIRD SCHEDULE hereunder written) including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the ~~FOURTH~~ SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the proposed STRAIGHT III STORIED BUILDING.

K. SALEABLE SPACE shall mean the remaining constructed area in the BUILDING on the said LAND (more fully and particularly described in the THIRD SCHEDULE hereunder written) except LANDOWNERS' ALLOCATION (which is more fully and particularly described in the SECOND SCHEDULE hereunder written) including proportionate share in the common facilities and amenities on *pro rata* basis AND ALSO the proportionate share of Land lying underneath the STRAIGHT III STORIED BUILDING to be constructed available for independent use and occupation after making due provisions for common facilities and the space required there for.

L. TRANSFER with its grammatical variations shall include transfer of possession under an Agreement or Part performance of a Contract and by any other means adopted and also as defined u/s. 2 (47) (i) to (vi), 269 UA(a), f (i) & (ii) of the Income Tax Act, 1961 although the same may not amount to a transfer within the meaning of the Transfer of Property Act, 1882.

M. TRANSFEREE shall mean a person(s), firm, limited company, Association of persons or body of individuals to whom any share of the undivided land lying underneath the STRAIGHT III STORIED BUILDING to be built shall be transferred along with the finished flat in the STRAIGHT III STORIED BUILDING.

N. WORDS imparting singular shall include plural and neuter gender and *vice versa*.

2. THIS DEVELOPMENT AGREEMENT shall be deemed to have commenced on and with effect from 29th day of MAY, 2019, i.e. the day of signing this AGREEMENT.

3. THE LANDOWNERS DECLARE AND COVENANT AS FOLLOWS:

a. That the LANDOWNERS shall not enter into any sort of Agreements/MOU/Contracts whatsoever it may be with any other person(s)/organization/society/etc apart from the DEVELOPER in regards to the said LAND

- b. After the cancellation of both the above-mentioned REGISTERED DEVELOPMENT AGREEMENT dated 02nd September, 2016, and also the REGISTERED POWER OF ATTORNEY dated 02nd September, 2016, the LANDOWNERS shall enter into REGISTERED DEVELOPMENT AGREEMENT and REGISTERED POWER OF ATTORNEY with the DEVELOPER with immediate effect.
- c. The LANDOWNERS shall not cause any interference or hindrance in the construction of the said BUILDING on the said LAND by the DEVELOPER except as agreed in the DEVELOPMENT AGREEMENT.
- d. The LANDOWNERS shall not 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 at the said LAND.
- e. The LANDOWNERS shall not let out, grant, lease, mortgage and/or charge the said LAND or any portion thereof without the consent in writing of the DEVELOPER during the period of construction of the BUILDING in the SAID LAND.
- f. After the said cancellation of the above-mentioned REGISTERED DEVELOPMENT AGREEMENT dated 02nd September, 2016, and also the REGISTERED POWER OF ATTORNEY dated 02nd September, 2016 the LANDOWNERS have a clear and marketable title of the said LAND free from all kinds of encumbrances, claims or third party rights whatsoever, such as prior sale, mortgage, gift, will, lease, litigation, license, tenancy, lis-pendens and disputes, stay orders, acquisition, charges, liens, lease, loan, surety, security, and such other encumbrances, and if proved otherwise, then the LANDOWNERS shall be liable and responsible to indemnify all the losses/damages thus suffered by the DEVELOPER.
- g. That no tax or other liability is payable by the LANDOWNERS except the LAND tax which is to be payable by the LANDOWNERS till the date of this AGREEMENT, which

could affect or prejudice the right of the DEVELOPER to the said LAND. The LANDOWNERS agree to indemnify and keep the DEVELOPER indemnified for all or any loss, damage, cost or expense that the DEVELOPER may suffer because of any tax claim or demand in breach of this representation.

- h. That the LANDOWNERS represent and warrant that the said LAND has not been mortgaged with any bank or financial institution and the said LAND are free from all encumbrances.
- i. That the LANDOWNERS represent that there is no tenancy created in the said LAND till the date of this AGREEMENT
- j. That the LANDOWNERS represent to the DEVELOPER that there is no order of attachment by the Income Tax authorities or by any Revenue Authority or any other Authority or any notice of acquisition / requisition has been received in respect of the said LAND.
- k. That the LANDOWNERS undertake that excepting the LANDOWNERS nobody else has any right, title or interest, claim or demand whatsoever or howsoever in respect of the said LAND and the LANDOWNERS has full authority and power to sell, transfer and dispose of the said LAND in favour of the DEVELOPER.
- l. The LANDOWNERS agree that there is no legal impediment or bar within the knowledge of the LANDOWNERS whereby the LANDOWNERS can be prevented from obtaining any permission and approvals to TRANSFER the said LAND in favour of the DEVELOPER.
- m. The LANDOWNERS shall sign all applications for the purpose of the mutation of the said LAND in its name in the records of the Kolkata Municipal Corporation and shall pay the up to date taxes till the date of this AGREEMENT.

- n. Till the Society or Association of all the Flat Owners including the LANDOWNERS are not formed, the DEVELOPER shall manage, administrate and supervise the common facilities, common areas and services and amenities attached thereto and the LANDOWNERS shall be bound to pay such maintenance/services charges proportionately to the DEVELOPER as per mutual arrangement by and between the Parties.
 - o. The LANDOWNERS shall also be the member of the Society or Association when it is formed by and between the flat owners and shall abide by such rules and regulations as framed by the said Society or Association.
 - p. Not to cause any interference or hindrance in the construction of the said BUILDING on the said LAND by the DEVELOPER except as agreed in this AGREEMENT.
 - q. 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 at the said LAND.
 - r. Not to let out, grant, lease, mortgage and/or charge the said LAND or any portion thereof without the consent in writing of the DEVELOPER during the period of construction of the BUILDING in the SAID LAND.
 - s. To remain bound to execute a REGISTERED GENERAL POWER OF ATTORNEY empowering the DEVELOPER or DEVELOPER'S agent to execute all such Agreements for Sale or TRANSFER for and on behalf of the LANDOWNERS concerning DEVELOPER'S ALLOCATION of the BUILDING at the SAID LAND.
4. THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE LANDOWNERS AS FOLLOWS:

- a. The DEVELOPER shall complete the construction of the BUILDING within 18 (Eighteen) months from the date of sanctioning of the BUILDING PLAN. It is also specifically clarified that the time for sanctioning the BUILDING PLAN shall be of a maximum of 6 (six) months to 10 (Ten) months.
- b. Not to TRANSFER and/or assign the benefits of this AGREEMENT or any portion thereof without the consent in writing from the LANDOWNERS.
- c. Not to violate or contravene any of the provisions or rules applicable to construction of the said BUILDING.
- d. Not to do any act deed or thing whereby the LANDOWNERS are prevented from enjoying selling assigning and/or disposing of any of the LANDOWNERS' ALLOCATION in the BUILDING on the said LAND. The DEVELOPER shall on completion of the construction of the BUILDING on the said LAND deliver possession to the LANDOWNERS as per the LANDOWNERS' ALLOCATION in the BUILDING TOGETHER WITH occupancy certificate.
- e. Not to part with possession of the DEVELOPER'S ALLOCATION or any portion thereof unless possession of the LANDOWNERS' ALLOCATION is delivered to the LANDOWNERS in all respect TOGETHER WITH all rights in common areas specified as common areas and parts and/or facilities in the BUILDING PROVIDED HOWEVER it will not prevent the DEVELOPER from entering into any Agreement for Sale or Transfer or to deal with the DEVELOPER'S ALLOCATION.
- f. To keep the LANDOWNERS indemnified against all third-party claims and actions arising out of any sort of act of commission of the DEVELOPER in relation to the construction of the said BUILDING.
- g. To keep the LANDOWNERS indemnified 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 LAND and/or in the matter of construction of the said BUILDING and/or for any defect therein.

- h. Not to obtain any sort of loans and/or financial help by keeping the document of the said LAND as a mortgage for the said loan and/or financial help;
 - i. If the DEVELOPER thinks fit that the sanctioned BUILDING PLAN is to be modified and/or altered, then in that case the LANDOWNERS should be intimated and/or informed in writing and the written consent of the LANDOWNERS must be taken;
 - j. Any sort of cheque issued by the DEVELOPER to the LANDOWNERS shall not bounce in any circumstances and/or for whatsoever reasons it may be. If the cheque bounces, the DEVELOPER shall quickly take action to replace it otherwise the AGREEMENT shall stand cancelled.
5. THE LANDOWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT AS:
- a. That the LANDOWNERS hereby grant exclusive right to the DEVELOPER to undertake new construction after demolishing the existing structure standing on the said LAND in accordance with the sanctioned BUILDING PLAN by the Kolkata Municipal Corporation with or without any amendments and/or modifications thereof made or caused to be made by the DEVELOPER at its sole discretionary power.
 - b. That all applications, BUILDING PLAN and other papers and documents as may be required by the DEVELOPER for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the DEVELOPER on behalf of the LANDOWNERS at the DEVELOPER'S own costs and expenses.
 - c. That the LANDOWNERS shall grant to the DEVELOPER a Registered Development Power of Attorney as may be required for the purpose of obtaining sanction of BUILDING

PLAN and all necessary permission and sanction from different authorities in connection with the construction of the BUILDING and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authorities and also entering in to Agreement for Sale or transfer or sale or to deal with the DEVELOPER'S ALLOCATION.

- d. That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right, title or interest in respect of the said LAND in favour of the DEVELOPER other than an exclusive license or right to the DEVELOPER to do or refrain from doing the acts and things in terms hereof and to deal with the DEVELOPER'S ALLOCATION.
- e. That upon demolition of the existing structure standing on the said LAND, the LANDOWNERS shall not be entitled to the building materials and debris which shall be the property of the DEVELOPER and for obtaining vacant possession of the said LAND from the LANDOWNERS;
- f. That upon completion of the new BUILDING, the DEVELOPER shall put the LANDOWNERS in possession of the LANDOWNERS' ALLOCATION TOGETHER WITH the proportionate share in the common facilities and amenities on *pro rata* basis AND ALSO the proportionate share of Land lying underneath the BUILDING.
- g. The LANDOWNERS and the DEVELOPER shall exclusively be entitled to their respective share of ALLOCATION in the BUILDING with exclusive right to TRANSFER or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the other and the LANDOWNERS shall not in any way interfere with or disturb the quiet and peaceful possession of the DEVELOPER'S ALLOCATION and so does the DEVELOPER.
- h. The DEVELOPER shall provide all the materials in relation to the construction of the BUILDING as per the standards and if any type of sub-standard materials is used by the

DEVELOPER then the LANDOWNERS shall have every right to create objection in relation the use of sub-standard quality materials and the DEVELOPER shall be bound to listen to the LANDOWNERS and do accordingly.

- i. That in so far as necessary all dealings by the DEVELOPER in respect of the BUILDING including Agreements for Sale or Transfer concerning DEVELOPER'S ALLOCATION for which purpose the LANDOWNERS undertakes to give the DEVELOPER a Registered Development Power of Attorney in a form and manner required by the DEVELOPER, PROVIDED HOWEVER the same shall not create any financial liability upon the LANDOWNERS in any manner whatsoever.
- j. That the DEVELOPER shall at its own costs construct and complete the new BUILDING on the said LAND in accordance with the sanctioned BUILDING PLAN and conforming to such specifications (more fully and particularly described in the SIXTH SCHEDULE hereunder written) and as may be recommended by the ARCHITECT from time to time appointed for the purpose and it is hereby clearly understood that the decision of the ARCHITECT regarding the quality of the materials shall be final and binding on the Parties hereto.
- k. That the DEVELOPER shall install in the said BUILDING at its own costs pump-operated deep tube well, water storage tanks, electric wiring and installations and other facilities as are required to be provided in the new BUILDING constructed for sale of flats herein on ownership basis and as mutually agreed.
- l. That the DEVELOPER shall be authorized in the name of the LANDOWNERS in so far as is necessary to apply for and obtain temporary and permanent connections of drainage, sewerage and/or other facilities if any required for the construction or enjoyment of the BUILDING.

- m. That the DEVELOPER shall at its own costs and expenses and without creating any financial or other liability on the LANDOWNERS construct and complete the said new BUILDING in accordance with the sanctioned BUILDING PLAN and any amendment thereto or modification thereof made or caused to be made by the DEVELOPER provided however no alteration or modification shall be made in the LANDOWNERS' ALLOCATION without the consent of the LANDOWNERS in writing.
- n. That till the date of completion of the new BUILDING, the municipal rates and taxes as also other outgoings in respect of the said BUILDING on the said LAND and till such time as the possession of the said LANDOWNERS' ALLOCATION is made shall be borne and paid by the DEVELOPER and after taking possession of the said LANDOWNERS' ALLOCATION, the LANDOWNERS shall pay proportionate share of taxes for LANDOWNERS' ALLOCATED PORTION and the DEVELOPER and/or the purchasers of the DEVELOPER'S ALLOCATION shall be liable to pay municipal rates and taxes as also other outgoings after the date of delivery of possession on proportionate share basis.
6. IT IS FURTHER AGREED BY AND BETWEEN THE LANDOWNERS & DEVELOPER AS FOLLOWS:
- a. That as soon as the BUILDING is completed, the DEVELOPER shall give written notice to the LANDOWNERS requiring the LANDOWNERS to take possession of the LANDOWNERS' ALLOCATION in the BUILDING and after 30 days from the date of service of such notice and at all times thereafter the LANDOWNERS shall be exclusively responsible for payment of all Municipal and Property taxes rates duties and other public outgoings and impositions whatsoever, payable in respect of the LANDOWNERS' ALLOCATION, PROVIDED THAT the said rates to be apportioned *pro rata* with reference to the saleable space in the BUILDING if they are levied on the BUILDING as a whole.

- b. The DEVELOPER and LANDOWNERS shall have the exclusive right to allow the respective Flat Owners to use the said roof/terrace of the proposed STRAIGHT III STORIED BUILDING on the said LAND.
- c. That as soon as the BUILDING is completed, the DEVELOPER shall give written notice to the LANDOWNERS requiring the LANDOWNERS to take possession of the LANDOWNERS' ALLOCATION in the BUILDING and after 30 days from the date of service of such notice and at all times thereafter the LANDOWNERS shall be exclusively responsible for payment of all Municipal and Property taxes rates duties and other public outgoings and impositions whatsoever, payable in respect of the LANDOWNERS' ALLOCATION, PROVIDED THAT the said rates to be apportioned *pro rata* with reference to the saleable space in the BUILDING if they are levied on the BUILDING as a whole.
- d. The DEVELOPER and LANDOWNERS shall have the exclusive right to allow the respective Flat Owners to use the said roof/terrace of the proposed STRAIGHT III STORIED BUILDING on the said LAND.
- e. That the LANDOWNERS and the DEVELOPER shall punctually and regularly pay for their respective ALLOCATIONS, the said rates and taxes to the concerned authorities and keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default made by either of them.
- f. That any TRANSFER of any part of the LANDOWNERS' ALLOCATION in the new BUILDING shall be subject to the other provisions provided hereinafter.
- g. That neither Party shall use or permit to be used their respective ALLOCATION in the BUILDING or any portion thereof for carrying on any illegal and immoral trade or

activity nor use thereof for any purpose which may cause any nuisance annoyance or hazard to the other Purchasers/Occupiers of the apartments or the BUILDING.

- h. That neither Party shall make any structural alteration in their respective ALLOCATION without the previous consent of the other PROVIDED HOWEVER such alteration shall always be made with the approval of the appropriate authority as may be required for the purpose.
- i. That neither Party shall TRANSFER or permit TRANSFER of their respective allocations or any portion thereof unless:
 - A. Such Party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
 - B. The proposed TRANSFEREE shall upon an express covenant remain bound by the terms and conditions of this AGREEMENT and pay all and whatsoever shall be payable in relation to the area in its/her/his/their possession.
- j. That both Parties shall abide by all statutory rules and regulations, by-laws etc. as the case may be and shall be responsible for any deviation violation and/or breach of any of these said laws, byelaws, rules and regulations.
- k. That the respective allottees shall keep at all times 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 perfect working condition and repair so as not to cause any damage to the BUILDING or any other space or accommodation therein and shall keep the either of them and/or the occupiers of the BUILDING indemnified from and against the consequences of any breach arising there from.

- i. That article of display or otherwise shall not be kept by the either Party in the corridors or other places of common use in the BUILDING so as to cause hindrance in any manner in the free movement of users in the corridors and other places of common use in the BUILDING.
- m. That neither Party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the BUILDING or in the compounds, corridors or any other portion or portions of the BUILDING.
- n. That the LANDOWNERS shall permit the DEVELOPER and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the LANDOWNERS' ALLOCATION and every part thereof for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and testing drains gas and water pipes and electric wires and for any similar purpose.

7. MUTUAL COVENANTS AND INDEMNITIES:

- a. The LANDOWNERS hereby undertake that the DEVELOPER shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the DEVELOPER performs and fulfils all the terms and conditions herein contained and/or on its part to be observed and performed.
- b. The LANDOWNERS and the DEVELOPER hereby declares that they have entered into this AGREEMENT purely as a contract and nothing contained herein shall be deemed to construed as a partnership between them or as a joint venture in any manner nor shall the parties hereto constitute an association of persons.
- c. Immediately upon obtaining vacant possession of the said LAND from the LANDOWNERS, the DEVELOPER shall be entitled to demolish the existing structure and all salvage materials arising there from shall belong only to the DEVELOPER.

- d. The LANDOWNERS shall do or execute or cause to be done or execute all such further deeds, matters and things not herein specified as may be required to be done by the DEVELOPER and for which the DEVELOPER may need the authority of the LANDOWNERS, including any such additional Power of Attorney and/or authorization as may be required for the purpose PROVIDED that all such acts, deeds, matters and things shall not in any way infringe on the rights of the LANDOWNERS and/or go against the spirit of this AGREEMENT.
- e. The LANDOWNERS shall pay the actual cost required for obtaining electric meter and mutation for their own/respective flats which the LANDOWNERS are getting as part of the LANDOWNERS' ALLOCATION.
- f. The LANDOWNERS shall not be liable for any Income-Tax, Wealth-Tax or any other taxes in respect of the DEVELOPER'S ALLOCATION which shall be the liability of the DEVELOPER who shall keep the LANDOWNERS indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- g. Any notice required to be given by either of the parties to either of them shall without prejudice to any other mode of service available be deemed to have been served if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due to the last known or recorded address of the party concerned.
- h. The DEVELOPER and the LANDOWNERS shall mutually frame Scheme for the management and administration of the said BUILDING and/or common parts thereof and agree to abide by all the Rules and Regulations to be framed by any Society/Association and/or any other Organization who will be in charge of such management of the affairs of the BUILDING and/or common parts thereof.
- i. The DEVELOPER shall have the exclusive right to keep the name of the BUILDING.

- j. The LANDOWNERS shall deliver or cause to be delivered to the DEVELOPER all the Original Title Deeds if required by the DEVELOPER relating to the SAID LAND simultaneously with the execution of this AGREEMENT.
- k. Both the LANDOWNERS and the DEVELOPER shall have the exclusive right, title and/or interest in respect of the roof of the proposed BUILDING after its construction, PROVIDED HOWEVER that the intending buyers of flats and other units of the proposed BUILDING and other occupants of such BUILDING shall have the right to visit the roof occasionally for the purpose of inspection of the overhead water tank as also for the purpose of installation of radio aerial, T.V. antenna etc. and for adjustment and readjustment of such aerial and antenna.

8. LIQUIDATED DAMAGES & PENALTY:

- a. The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the *Force Majeure* conditions i.e. flood earthquake riot war storm tempest civil commotion strike and/or any other act or commission beyond the control of the parties hereto.
- b. If due to any willful act on the part of the DEVELOPER the construction and completion of the BUILDING is delayed then in that event the DEVELOPER shall be liable to such loss or damages to the LANDOWNERS as shall be determined by the Arbitrators to be appointed by both the Parties in accordance with the Arbitration and Conciliation Act, 1996.
- c. In the event of the LANDOWNERS committing breach or any of the terms and conditions herein contained or delaying in delivery of possession of the said LAND as hereinbefore stated, the DEVELOPER shall be entitled to payments of and the LANDOWNERS shall be liable to pay such losses and compensation as shall be

determined by the Arbitrators so appointed provided however if such delay shall continue for a period of 6 (six) months then in that event in addition to any other right, which the DEVELOPER may have against the LANDOWNERS, the DEVELOPER shall be entitled to sue the LANDOWNERS for specific performance of this AGREEMENT or to rescind this AGREEMENT and claim refund of all the money paid and/or incurred by the DEVELOPER and such losses and damages which the DEVELOPER may suffer.

d. In the event, the DEVELOPER is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the LANDOWNERS or LANDOWNERS' agents, servants, representatives or any person claiming any right under the LANDOWNERS then and in that case the DEVELOPER shall have the right to claim refund of all sums paid by the DEVELOPER to the LANDOWNERS in the meantime together with interest at the rate of 10 % (ten percent) per annum and shall also be entitled to claim damages and losses which the DEVELOPER may suffer but the DEVELOPER'S right to sue for specific performance of contract shall remain unaffected.

9. ARBITRATION:

a. Save and except what has been specifically stated hereunder all disputes and differences between the Parties arising out of the meaning, construction or import of this AGREEMENT or their respective rights and liabilities as per this AGREEMENT shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each Party, who shall jointly appoint an Umpire at the commencement of the reference and the Award of the Arbitrators or the Umpire as the case may be, shall be final and conclusive on the subject as between the Parties and this clause shall be deemed to be a submission within the meaning of the Arbitration

and Conciliation Act, 1996 and its statutory modifications and/or re-enactments thereof in force from time to time.

b. Notwithstanding the foregoing provisions, the right to sue for specific performance of this contract by one Party against the other as per the terms of this AGREEMENT shall remain unaffected.

10. JURISDICTION:

All the Courts within the limits of Kolkata and the High Court at Calcutta shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the Parties hereto.

FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF LAND)

Navigopal Majhi

ALL THAT piece and parcel of BASTU LAND admeasuring more or less about 4 (four)

kathas 7 (Seven) Chattaks and 36 (Thirty Six) square feet ^{along with 750 (seven hundred and fifty) square feet} lying and situated under

tin shed structure standing there on

Dag No. - 420, Mouza - Haridevpur, previously C.S. Khatian No. - 488 and after

Revisional Settlement now Khatian No. - 1015, 1016 respectively, Touzi No. - 40, R.S.

No. - 35, J.L No. - 25, Pargana - Khaspur, District - South 24 Parganas, P.O. -

Haridevpur, P.S - previously Behala then Thakurpukur and now Haridevpur, Ward No.

- 122, within the jurisdiction of Additional District Sub Registrar's Office - Behala,

District Sub-Registrar's Office II - Alipore, West Bengal, along-with all easement rights

and it has now being numbered as Premises NO. 191, Ustad Amir Khan Sarani,

Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. -

411220901894, Kolkata - 700082;

Butted and Bounded BY:

On the North: 10 ft KMC Road;

On the South: Others Land;

On the East: Land and House of Arun Sarkar and Dipali Das;

On the West: Land and House of Bakul Rani Sarkar.

SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF LANDOWNERS' ALLOCATION

- A. Out of the above-mentioned Rs. 11,00,000/- (Rupees Eleven Lacs only) given by the DEVELOPER vide 2 (Two) RTGS drawn on BANDHAN BANK, Branch - Haridevpur, dated .02/04/2019, nos. being respectively BDBLR52019040200002114 to SRI NIRMAL DAS and BDBLR52019040200002173 to SRI NANI GOPAL MAJHI, only Rs. 7,00,000/-

(Rupees Seven Lacs only) shall be treated as forfeit money paid to the LANDOWNERS and the rest amount of Rs. 4,00,000/- (Rupees Four Lacs only) shall be returned by the LANDOWNERS to the DEVELOPER at the time of giving possession to the LANDOWNERS and this shall become part and parcel of this REGISTERED DEVELOPMENT AGREEMENT entered between the DEVELOPER and the LANDOWNERS.

B. Apart from Rs. 7,00,000/- (Rupees Seven Lacs only), the LANDOWNERS shall get permanent residential flats in the STRAIGHT III STORIED BUILDING to be constructed on the said LAND in the following manner:

a. SRI NIRMAL DAS being one of the LANDOWNERS shall get:

- i. A permanent residential flat bearing No. A 2 admeasuring more or less 550 (Five Hundred and fifty) square feet covered area on the Ground Floor as per sanction plan situated on the South East side of the same floor of the proposed Straight III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, being Premises No. - 191, Ustad Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. - 411220901894, Kolkata - 700082, comprising of 2 (two) Bed Rooms, 1 (one) dinning cum kitchen, 1 (one) toilet, 1 (one) W.C. and 1 (one) verandah being allotted to the said LANDOWNER as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of this AGREEMENT including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the FOURTH SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;

- ii. A permanent residential flat bearing No. B 1 admeasuring more or less 380 (Three Hundred and Eighty) square feet covered area on the First Floor as per sanction plan situated on the North East side of the same floor of the proposed Straight III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 191, Ustad Amir Khan Sarani, Malling Address 18/10, Ustad Amir Khan Sarani, having Assessee No. - 411220901894, Kolkata - 700082, comprising of 1 (one) Bed Room, 1 (one) dinning cum kitchen, 1 (one) toilet, and 1 (one) verandah being allotted to the said LANDOWNER as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of this AGREEMENT including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the FOURTH SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed.
 - iii. The LANDOWNER shall also receive shifting charges of Rs. 5,000/- (Rupees Five Thousand only) per month till the time of possession.
 - iv. Out of Rs. 5,50,000/- (Rupees Five Lacs and Fifty Thousand only), the LANDOWNER shall return Rs. 2,00,000/- (Rupees Two Lacs only) to the DEVELOPER at the time of possession vide account payee cheque(s).
- b. SRI NANI GOPAL MAJHI being the other LANDOWNER shall get:
- i. A permanent residential flat bearing No. B 2 admeasuring more or less 550 (Five Hundred and fifty) square feet covered area on the First Floor as per sanction plan situated on the South East side of the same floor of the proposed Straight III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 191, Ustad Amir

Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. – 411220901894, Kolkata – 700082, comprising of 2 (two) Bed Rooms, 1 (one) dining cum kitchen, 1 (one) toilet, 1 (one) W.C. and 1 (one) verandah being allotted to the said LANDOWNER as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of this AGREEMENT including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the FOURTH SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;

- ii. A permanent residential flat bearing No. A 1 admeasuring more or less 380 (Three Hundred and Eighty) square feet covered area on the Ground Floor as per sanction plan situated on the North East side of the same floor of the proposed Straight III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 191, Ustad Amir Khan Sarani, Mailing Address 18/10, Ustad Amir Khan Sarani, having Assessee No. – 411220901894, Kolkata – 700082, comprising of 1 (one) Bed Room, 1 (one) dining cum kitchen, 1 (one) toilet, and 1 (one) verandah being allotted to the said LANDOWNER as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of this AGREEMENT including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the FOURTH SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;
- iii. The LANDOWNER shall not receive any shifting charges till the time of possession.

- iv. Out of Rs. 5,50,000/- (Rupees Five Lacs and Fifty Thousand only), the LANDOWNER shall return Rs. 2,00,000/- (Rupees Two Lacs only) to the DEVELOPER at the time of possession vide account payee cheque(s).

THIRD SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF DEVELOPER'S ALLOCATION

DEVELOPER'S ALLOCATION shall mean the rest of the constructed area of the proposed STRAIGHT III STORIED BUILDING on the said LAND after providing the LANDOWNERS' ALLOCATION to the LANDOWNERS and it shall exclusively be the part and parcel of the DEVELOPER'S ALLOCATION (more fully and particularly described in the THIRD SCHEDULE hereunder written) including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the FOURTH SCHEDULE hereunder written) AND ALSO the proportionate share of LAND lying underneath the proposed STRAIGHT III STORIED BUILDING.

FOURTH SCHEDULE ABOVE REFERRED TO
COMMON FACILITIES AND/OR AREAS

1. Common Passage including main entrance leading to the flats and roof of the BUILDING.
2. Water pump, water tank, water supply pipes and water lines, electric service line, electric main line, staircase, landings, wiring, electric meter for pump installed in the BUILDING and in the main meter room;
3. Meter room, Drainage & Sewerages;
4. Boundary walls and Main gate and other vacant/open spaces;
5. Such others common parts, areas, equipments, installations, fixtures, fittings and spares in or about the said BUILDING as necessary and such other things and materials likely

to be commonly used by the Purchasers or used by her in common with the other occupants/owners of the BUILDING.

FIFTH SCHEDULE ABOVE REFERRED TO

COMMON EXPENSES

1. The cost of cleaning and lighting of the passage, landings, stair-case and other portion of the building as enjoyed or used by the Purchasers as aforesaid in common areas and/or common facilities and/or amenities;
2. The cost of salaries of Darwans, if any, sweepers, pump men, electricians, care taker and others employees, if any, for maintenance of the Building.

SIXTH SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS

CIVIL SUPERSTRUCTURAL WORKS

- A. FOUNDATION WORK (as per sanctioned Plan and Engineer advise): Excavation, single layer brick flat soiling (joint filling with silver sand) P.C.C. (1:3:6) casting work with M20 for grade of concrete combined Footing and isolated footing, tie bean, filling, filling with available excavated earth.
- B. R.C.C. FRAME STRUCTURE (as per sanctioned Plan and Engineer advise): Shuttering reinforcement and casting with M20 grade concrete for slab including bean, stair case, Stair, head room, as per sanction plan.
- C. BRICK WORK (as per sanctioned Plan and Engineer advise): External brickwork 200mm. with cement mortar (1.6), internal brick work 125mm/75mm.with cement mortar, (1.4) (every 3rd layer reinforced with wire net for 125mm/75mm, brick work)125mm. The brick parapet wall on roof terrace. (1 no. Bricks).

- D. INSIDE PLASTERING (as per Engineer advise): Inside wall with ceiling plaster with cement Mortar (1:6) for wall and (1:4) for ceiling single Layer. Thickness of plastering - 12mm.
- E. LINTEL & CHAJJA: Shuttering, reinforcement work and R.C. casting for internal loft, lintan and chajja etc. (1) Iron rod used (ISI) brand Fee 500 steel), (2) Cement (Ambuja).
- F. DRIVEWAY: Soiling P.C.C. and A.S.F for driveway and open area.
- G. WODDEN WORK: Door Frame shall be made by Sal wood (4"x 2½') (2) 35 mm phenol bonded (water resistant) commercial flash door for all the door with the best quality hinges and screws (Toilet make of P.V.C Door).
- H. STAIRS & VARANDAH GRILL: Full covered verandah grill made by 5mmX 18 mm M.S Flat 3" High trace staircase as per plan.
- I. WINDOW: All windows to be covered by aluminum channel sliding Palla with Grill for exhaust fan opening in bath and kitchen glass paneled stair window.
- J. FLOORING WORKS: All bed room living/dining, toilet, kitchen and verandah covered with marble 2 X 2 (range of the marble Rs.50/- to 55/-), if the purchaser choice their marble extra charge will be paid by the purchaser.
- K. DADO WORKS: Light colored glazed tails (up to 6 - 6' height) for Toilets (3'-0' height over for Kitchen), single layer Kitchen counter slab covered by black stone (only side) extra work will be extra charges, Still Sink (18" X 22").
- L. ELECTRIC WORK: (1) P.V.C. pipe line laying in time of slab casting. (2) Groove cutting on brick wall and laying the P.V.C conceal pipe with Modular Box fixing. (3) I.S.I brand Wire and Anchor Switch be used. (4) MCB box fitting of each flat. (5) Provision for cable line also done for all flats. 6) A.C. Point for each flats only one bed room, any

extra A.C. and/or other electrical points for other places inside the flat will be chargeable.

M. PLUMBING & SANITATION: (1) All R.W.D pipes and waste pipes will be P.V.C pipes of supreme makes. (2) Hot water conceal line will be U.P.V.C and C.P.V.C. pipes and on roof level water ring line (P.V.C). (3) Commode/Basin will be (PARRYWARE) brand. (4) Hot & Cold water systems will be done at every toilets; (5) Necessary stopcock, bibcock, pillar cock fixing in each and every common toilets, (6) 16" X 22" without drain board one steel sink fixed in each kitchen, (7) P.V.C water support fixed at each verandah. (8) Underground Sewerage line will be S.W.G pipe. (9) Over head water tank P.V.C pattern (Multi-Layer).

N. PAINTING WORK: (1) Inside wall and ceiling finish with 3 mm pop (Putty Finish), (2) W/C to be used on the all side of the outer wall of the Building; (3) Enamel Paint of best quality over a base coat of primer on steel surface, (4) Outside front wall will only be completed by putty finishing,

MEMO OF CONSIDERATION

Received with thanks by both the LANDLORDS from the DEVELOPER, a sum of Rs. 5,50,000/- (Rupees Five Lacs and Fifty Thousand only) each, aggregating to a total sum of Rs. 11,00,000/- (Rupees Eleven Lacs only) vide 2 (Two) RTGS drawn on BANDHAN BANK, Branch – Haridevpur, dated 02/04/2019, nos. being respectively BDBLR52019040200002114 to SRI NIRMAL DAS and BDBLR52019040200002173 to SRI NANI GOPAL MAJHI and this shall become part and parcel of this REGISTERED DEVELOPMENT AGREEMENT entered between the DEVELOPER and the LANDOWNERS.

Nirmal Das.

.....
SRI NIRMAL DAS

Nani gopal Majhi

.....
SRI NANI GOPAL MAJHI

(SIGNATURES OF LANDLORDS)

IN WITNESSESS WHEREOF, the Parties herein have affixed their respective signatures to this DEVELOPMENT AGREEMENT at Kolkata, on this 29th day of MAY 2019, in presence of the witnesses:

Nirmal Das

SRI NIRMAL DAS

WITNESSES:

Nobakumar Majhi
S/o. Nani Gopal Majhi
18/10B, Dstad Anis Khan
Sasani, Kolkata - 700082

Nani Gopal Majhi

SRI NANI GOPAL MAJHI

(SIGNATURES OF LANDLORDS)

Prasenjit Das
S/O NIRMAL DAS
8/10 Howidevpur Kol - 82

Satyabrata Das

SRI. SATYABRATA DAS

(SIGNATURE OF DEVELOPER)

DRAFTED AND PREPARED BY:

Anindita Bhattacharjee

ANINDITA BHATTACHARJEE, ADVOCATE,
AT CALCUTTA HIGH COURT,
ENROLMENT NO. F/280/2017,
Mob: 7278334978.



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name NIRMAL DAS

Signature Nirmal Das



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name NANI GOPAL MAJHI

Signature Nani Gopal Majhi



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SATYABRATA DAS

Signature Satyabrata Das

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand				
	right hand				

Name

Signature

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

GRN: 19-201920-001818647-8 Payment Mode SBI Epay
GRN Date: 28/05/2019 10:35:11 Bank : SBI EPay
BRN : 2013790802718 BRN Date: 28/05/2019 10:38:17

DEPOSITOR'S DETAILS

Id No. : 16020000800416/7/2019

[Query No./Query Year]

Name : Satyabrata Das
Contact No. : Mobile No. : +91 9830786654
E-mail :
Address : 433 Ustad Amir Khan Sarani Kolkata 700082
Applicant Name : Mrs Anindita Bhattacharjee
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 7

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16020000800416/7/2019	Property Registration- Stamp duty	0030-02-103-003-02	5011
2	16020000800416/7/2019	Property Registration- Registration Fees	0030-03-104-001-16	11053

Total

16064

In Words : Rupees Sixteen Thousand Sixty Four only



ভারত সরকার
Government of India

নাম / Name
NIRMAL DAS
পিতা / Father: SANTOSH KUMAR DAS
জন্ম তারিখ / Year of Birth: 1956
লিঙ্গ / Male



2129 6493 7313

আধার - সাধারণ মানুষের অধিকার



ভারতীয় অনন্য পরিচয় প্রমাণ
Unique Identification Authority of India

ঠিকানা:
54/56, ওস্তাদ আমির খান
সরানী, হরিদেবপুর, হরিদেবপুর,
দক্ষিণ ২৪ পরগনা, পশ্চিমবঙ্গ,
700082

Address:
18/10, OSTAD AMIR KHAN
SARANI, Haridevpur, Haridevpur,
South Twenty Four Parganas,
West Bengal, 700082

2129 6493 7313

1800 503 1047

help@uidai.gov.in

www.uidai.gov.in

Nirmal Das.

आयकर विभाग
INCOME TAX DEPARTMENT
NIRMAL DAS



भारत सरकार
GOVT. OF INDIA

SANTOSH DAS

01/01/1956

BIPPD1039L

Nirmal Das



DAS-0012

Nirmal Das

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

NANI GOPAL MAJHI
BENI MADHAB MAJHI
22/12/1960
Permanent Account Number
AUPPM0997H



Nani gopal Majhi
Signature

Nani gopal Majhi



ভারত সরকার

Government of India

স্বাক্ষরিত আই ডি / Enrollment No.: 1040/19551/93439

Id
ননী গোপাল মজি
NANI GOPAL MAJHI
18/10B OSTAD AMIR KHAN SARANI
NETAJI PALLY
Haridevpur
Haridevpur
South Twenty Four Parganas
West Bengal 700082



MN007059775FT



আইডি নম্বর / Your Aadhaar No. :

9752 1586 6375

স্বাক্ষর - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

ননী গোপাল মজি
NANI GOPAL MAJHI
পিতা : বেনি মাদহ মজি
Father : BENI MADHAB MAJHI
জন্ম সাল / Year of Birth : 1960
লিঙ্গ / Male



9752 1586 6375

স্বাক্ষর - সাধারণ মানুষের অধিকার

উপস্থ

- আইডি পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizens
- To establish identity, authenticate online.

- আইডি সারা দেশে মান্য।
- আইডি ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Govern and Non-Government services in future.



Unique Identification Authority of India

ঠিকানা:
18/10বি, ওস্তাদ আমির খান
সরানী, নেতাজি পল্লী, হরিদেবপুর,
হরিদেবপুর, দক্ষিণ ২৪ পরগনা,
পশ্চিমবঙ্গ, 700082

Address:
18/10B, OSTAD AMIR KHAN
SARANI, NETAJI PALLY,
Haridevpur, Haridevpur, Sr.
Twenty Four Parganas, W.
Bengal, 700082

9752 1586 6375



1800-300 1047



india@uidai.gov.in



www.ii

Nani gopal majhi

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SATYABRATA DAS

PROMOD KISHOR DAS

05/05/1970
Permanent Account Number

AQRPD14130

Satyabrata Das

Signature



7011300

इस कार्ड को खोलें / धारण का दायरता सुरक्षित करें / अंतर
आयकर सेवा सेवा इकाई, एन एस डी, एन एन सी एन
महती मंडल, टाकेंस टॉवर, कानडा मिल्स कंपाउंड,
एन. बी. मार्ग, लोकर पोस्ट, मुंबई - 400 013.

If this card is lost / someone's lost card is found,
Please inform / return to:
Income Tax PAN Services Unit, NSDI,
1st Floor, Naras Tower,
Kanada Mills Compound,
S. B. Marg, Lokar Post, Mumbai - 400 013.
Tel: 91-22-24946661 Fax: 91-22-24950864
e-mail: nsdi@nsdi.gov.in

Satyabrata Das



भारत सरकार
GOVERNMENT OF INDIA



नाम / नाम
Satyabrata Das
जन्म तिथि / DOB: 05/05/1970
लिंग / GENDER: MALE



2510 5838 5024

आमारा आधार, आमारा पहिचान



भारतीय विशिष्ट पहिचान प्राधिकरण
GOVERNMENT IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

SN/0: प्रमोद किशोर दास,
433, अशोक जमिंदार भवन
मरगा, हरिद्वारपुर, हरिद्वारपुर,
पिन 78 परगना,
पश्चिम बंगाल - 700082

Address:

S/O Promod Kishor Das, 433, aad
amir kishor sarani, haridwarpur,
haridwarpur, South 24 Parganas,
West Bengal - 700082

2510 5838 5024

MERA AADHAAR, MERI PEHACHAN

Satyabrata Das

Major Information of the Deed

Deed No :	I-1602-04046/2019	Date of Registration	29/05/2019
Query No / Year	1602-0000800416/2019	Office where deed is registered	
Query Date	26/05/2019 9:55:40 PM	D.S.R. - I SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Anindita Bhattacharjee 5/D, Naskar Para Road, Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700041, Mobile No. : 7278334978, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 11,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 24,68,748/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 11,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ustad Amir Khan Sarani, Road Zone : (Kalipur Road – Haridebpur Adarsha Vidyapith (Ward 122)) , Premises No: 191. . Ward No: 122 JI No: 25, Touzi No: 40 Pin Code : 700082



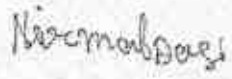



Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	4 Katha 7 Chatak 36 Sq Ft	1/-	22,43,748/-	Width of Approach Road: 10 Ft.,
Grand Total :				7.4044Dec	1/-	22,43,748 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	750 Sq Ft.	1/-	2,25,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 750 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		750 sq ft	1/-	2,25,000 /-	

Major Information of the Deed :- I-1602-04046/2019-29/05/2019

Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Mr Nirmal Das Son of Late Santosh Kumar Das Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office</p>	<p>Photo</p>  <p>29/05/2019</p>	<p>Finger Print</p>  <p>LTI 29/05/2019</p>	<p>Signature</p>  <p>29/05/2019</p>
<p>18/10, Ustad Amir Khan Sarani, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BIPPD1039L, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office</p>				
2	<p>Name</p> <p>Mr NANI GOPAL MAJHI Son of Mr Beni Madhab Majhi Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office</p>	<p>Photo</p>  <p>29/05/2019</p>	<p>Finger Print</p>  <p>LTI 29/05/2019</p>	<p>Signature</p>  <p>29/05/2019</p>
<p>18/10 B, Ustad Amir Khan Sarani, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AUPPM0997H, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office</p>				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>DISHA CONSTRUCTION 335, Mahatma Gandhi Road, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 , PAN No.:: AQRPD1413D, Status :Organization, Executed by: Representative</p>

Major Information of the Deed :- I-1602-04046/2019-29/05/2019

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SATYABRATA DAS (Presentant) Son of Late Promod Kishore Das Date of Execution - 29/05/2019, , Admitted by: Self, Date of Admission: 29/05/2019, Place of Admission of Execution: Office	 <small>May 29 2019 11:42AM</small>	 <small>L1 29/05/2019</small>	 <small>29/05/2019</small>
433, Ustad Amir Khan Sarani, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AQRPD1413D Status : Representative, Representative of : DISHA CONSTRUCTION (as Sole Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs Anindita Bhattacharjee Wife of Mr Krishnendu Mukherjee W/D, Naskar Para Road, P.O:- Paschim Putiary, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700041	 <small>29/05/2019</small>	 <small>29/05/2019</small>	 <small>29/05/2019</small>
Identifier Of Mr Nirmal Das, Mr NANI GOPAL MAJHI, Mr SATYABRATA DAS			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Nirmal Das	DISHA CONSTRUCTION-3.70219 Dec
2	Mr NANI GOPAL MAJHI	DISHA CONSTRUCTION-3.70219 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr Nirmal Das	DISHA CONSTRUCTION-50.00000000 Sq Ft
2	Mr NANI GOPAL MAJHI	DISHA CONSTRUCTION-50.00000000 Sq Ft

Endorsement For Deed Number : I - 160204046 / 2019

Major Information of the Deed :- I-1602-04046/2019-29/05/2019

On 27-05-2019

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 24,68,748/-

S-a

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 29-05-2019

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:24 hrs on 29-05-2019, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Mr SATYABRATA DAS .

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

Execution is admitted on 29/05/2019 by 1. Mr Nirmal Das, Son of Late Santosh Kumar Das, 18/10, Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Business, 2. Mr NANI GOPAL MAJHI, Son of Mr Beni Madhab Majhi, 18/10 B, Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Service

Identified by Mrs Anindita Bhattacharjee, , Wife of Mr Krishnendu Mukherjee, 5/D, Naskar Para Road, P.O: Paschim Putiary, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by profession Advocate

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

Execution is admitted on 29-05-2019 by Mr SATYABRATA DAS, Sole Proprietor, DISHA CONSTRUCTION (Sole Proprietorship), 335, Mahatma Gandhi Road, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082

Identified by Mrs Anindita Bhattacharjee, , Wife of Mr Krishnendu Mukherjee, 5/D, Naskar Para Road, P.O: Paschim Putiary, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11,053/- (B = Rs 11,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 11,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/05/2019 10:38AM with Govt. Ref. No: 192019200018186478 on 28-05-2019, Amount Rs: 11,053/-, Bank: SBI EPay (SBIEPay), Ref. No. 2013790802718 on 28-05-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1602-04046/2019-29/05/2019

Payment of Stamp Duty

certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 5,011/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 6432, Amount: Rs. 10/-, Date of Purchase: 13/05/2019, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/05/2019 10:38AM with Govt Ref. No: 192019200018186478 on 28-05-2019, Amount Rs: 5,011/-, Bank:
SBI EPay (SBlePay), Ref. No. 2013790802718 on 28-05-2019, Head of Account 0030-02-103-003-02

S-a

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1602-04046/2019-29/05/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2019, Page from 142083 to 142140

being No 160204046 for the year 2019.



Samar Kumar Pramanick

Digitally signed by SAMAR KUMAR PRAMANICK

Date: 2019.05.30 12:35:55 +05:30

Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 30/05/2019 12:35:43
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)