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District out Pegiatrar-II Alipore, South 24 Pargana

### **DEVELOPMENT AGREEMENT**

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(A) SRI. TARAK NATH BANERJEE (PAN NO. AXHPB3381R). (B) SRI. BISWANATH BANERJEE (PAN NO. ATNPB5825C). (C) SRI. RABINDRANATH BANERJEE (PAN NO. CRNPB1921P). (D) SRI. SAMIR BANERJEE (PAN NO. BFQPB6463L). all s/o. Late Samarendra Lal Banerjee, all by profession — Service, (E) SMT. MIRA BANERJEE, (PAN NO. CFWPB1573G), d/o Samarendra Lal Banerjee, by profession — self-employed, all by nationality — Indian, all by faith — Hindu, all residing at 22/3F.

Ustad Amir Khan Sarani, 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 theirs respective heirs, successors, executors, administrators, trustees, legal representatives and permitted assigns, of the ONE PART;

#### AND

2. M/S. A.A CONSTRUCTION, a sole proprietorship firm, having its office at 433, Ustad Amir Khan Sarani, 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 OTHER PART.

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

#### WHEREAS:

 One Khusiran Bibi, w/o Late Majahar Molla was the absolute owner of ALL THAT piece and parcel of the LAND admeasuring more or less about 49 Satak lying and situated in Mouza – Haridevpur, District – 24 Parganas, P.S. – Behala, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. - 40, R.S. No. - 35, J.L. No. - 25, under Khatian No. – 375 corresponding to Khatian No. 604, Dag No. 535

- and 536, along with all easements rights prevailing therein and continued to acquire peaceful possession of the said Land;
- 2. The said Khusiran Bibi died intestate, leaving behind her one surviving son Golam Rabbani Molla and two daughters namely Aatijan Bibi and Sura Bibi. The said Golam Rabbani Molla became the absolute owner of half portion of the above-mentioned land and the said two daughters namely Aatijan Bibi and Sura Bibi became the owners of half portion of the above-mentioned land.
- 3. After the death of Golam Rabbani Molla, his three minor sons namely Jumman Atl Molla, Kalo alias Deb Raddin Molla, Sana Dali Molla, one minor daughter namely Nekjan Bibi and his wife namely Sakina Bibi Bewa became the absolute owners of the half portion of 49 satak land held by Late Golam Rabbani Molla.
- 4. The said Sakina Bibi Bewa being the mother and legal guardian of the above-mentioned three minor sons and one minor daughter instituted a case vide case no. 62 at the Alipore Judges Court in the year of 1956, to obtain permission to sale the portion of shares from the property of the above-mentioned minors. The said prayer has been granted by the said Learned Court according to Act VIII. Order No. 9, dated 19th June, 1970.
- 5. Now said Sakina Bibi Bewa along-with Aatijan Bibi and Sura Bibi entered into an Agreement For Sale with one Samarendra Lai Banerjee, s/o Late Kunjalal Bandhopadhyay, residing at 102/2B, Beniya Tola Street, Jora Bagan, Kolkata, for ALL that piece and parcel of the LAND admeasuring more or less about 49 Satak lying and situated in Mouza Haridevpur, District 24 Parganas, P.S. Schala, within the jurisdiction of Sub Registrar's Office Alipore, Pargana Khaspur, Touzi No 40, R.S. No. 35, J.L. No. 25, under Khatian No. 375 corresponding to Khatian No 604, Dag No. 535 and 536, for a total consideration of Rs. 2401/- (Rupees Two Thousand Four Hundred and one only) and the same Agreement For Sale was

- registered at Sub Registrar's Office, Alipore, and was recorded in Book NO. 1, Volume No. 30, Pages 227 to 230, Being No. 1805 for the year 1956.
- 6. As per the aforesaid Agreement For Sale and also the instruction of Samarendra Lal Banerjee, the said Sakina Bibi Bewa along-with Aatijan Bibi and Sura Bibi sold ALL that piece and parcel of the LAND admeasuring more or less about 49 Satak lying and situated in Mouza Haridevpur, District 24 Parganas, P.S. Behala, within the jurisdiction of Sub Registrar's Office Alipore, Pargana Khaspur, Touzi No. 40, R.S. No. 35, J.L. No. 25, under Khatian No. 375 corresponding to Khatlan No. 604, Dag No. 535 and 536, for a total consideration of Rs. 2401/- (Rupees Two Thousand Four Hundred and one only) to Smt Nirupama Devi, w/o Late Asutosh Ganguly, resident of Haridevpur, P.S. Behala, District South 24 Parganas, vide registered Deed of Conveyance and the same registration was done in the Office of Sub Registrar Alipore Sadar, and was recorded in Book NO. 1, Volume No. 95, Pages 81 to 88, Being No. 5009 for the year 1956.
- 7. Smt Nirupama Devi died intestate leaving behind her only daughter Smt. Ashalata Banerjee. Smt Ashalata Banerjee became the absolute owner ALL that piece and parcel of the LAND admeasuring more or less about 49 Satak lying and situated in Mouza Haridevpur, District 24 Parganas, P.S. Behala, within the jurisdiction of Sub Registrar's Office Alipore, Pargana Khaspur, Touzi No. 40, R.S. No. 35, J.L. No. 25, under Khatian No. 375 corresponding to Khatian No. 604, Dag No. 535 and 536.
- 8. Smt Ashalata Banerjee died intestate on 31<sup>st</sup> October, 1992, leaving behind her surviving legal heirs namely (A) Sri. Sankar Banerjee (B) Sri. Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri. Rabindranath Banerjee (E) Sri. Samir Banerjee (F) Smt Mira Banerjee (G) Sri. Surajit Banerjee (H) Sri. Sibu Banerjee (I) Sri Sambhu Nath Banerjee (J) Smt. Bulbul Chatterjee (K) Smt. Papiya Mukherjee. The said legal heirs

- of Late Ashalata Banerjee became the absolute owners of ALL that piece and parcel of the LAND admeasuring more or less about 49 Satak lying and situated in Mouza Haridevour, District 24 Parganas, P.S. Behala, within the jurisdiction of Sub Registrar's Office Alipore, Pargana Khaspur, Touzi No. 40, R.S. No. 35, J.L. No. 25, under Khatian No. 375 corresponding to Khatian No. 604. Dag No. 535 and 536.
- 9. Now that out of above-mentioned 11 (eleven) legal heirs of Late Ashalata Banerjee, 5 (five) legal heirs namely (A) Sri. Surajit Banerjee (B) Sri. Sibu Banerjee (C) Sri Sambhu Nath Barierjee (D) Smt. Bulbul Chatterjee (E) Smt. Papiya Mukherjee sold their undivided 5/11th portion of property i.e. ALL that piece and parcel of the LAND admeasuring more or less about 5 (five) Kathas Along -With one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza - Haridevpur, District - 24 Parganas, P.S. - previously Behala than Thakurpukur and now Handevpur, P.O. -- Haridevpur, within the jurisdiction of Additional District Sub Registrar's Office -- Behala, District Sub Registrar's Office --Al'pore, Pargana -- Khaspur, Tonzi No. - 40, R.S. No. - 35, J.L. No. - 25, under Khatian No. -- 375, Dag No. 535 now numbered as Premises No. - 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. -411220908177, to the then Purchasers namely (A) Sri. Sankar Banerjee (B) Sri. Tarak Nath Banerjee (C) Sri Eiswanath Banerjee (D) Sri. Rabindranath Banerjee (E) Sri. Samir Banerjee (F) Smt Mira Banerjee for a total consideration of Rs. 80,000/- (Rupees Eighty Thousand only) vide Registered Deed of Conveyance and the same registration was done in the Office of District Sub Registrar. Alipore, and was recorded in Book NO. 1, Volume No. 2, Pages 149 to 160, Being No. 47 for the year 1996.
- 10. Now that namely (A) Sri. Sankar Banerjee (B) Sri. Tarak Nath Banerjee (C) Sri. Biswanath Banerjee (D) Sri. Rabindranath Banerjee (E) Sri. Samir Banerjee (F) Srnt. Mira Banerjee became the absolute owners of ALL that piece and parcel of the LAND.

admeasuring more or less about 5 (five) Kathas Along -With one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District – 24 Parganas, P.S. – previously Behala then Thakurpukur and now Haridevpur, P.O. – Haridevpur, within the jurisdiction of Additional District Sub Registrar's Office – Behala, District of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. No. – 35, J.L. No. – 25, under Khatian No. – 375, Dag No. 535 now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. – 411220908177.

- 11. The afore-said Sankar Banerjee was a bachelor and died 21st March, 2014. Before his death, Sankar Banerjee made a Registered Will that after his death the undivided 1/6st share of land in the above-mentioned ALL that piece and parcel of the LAND admeasuring more or less about 5 (five) Kathas Along -With one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, will become the joint property of (A) Sri. Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri. Rabindranath Banerjee (E) Sri. Samir Banerjee (F) Smt Mira Banerjee and the said WILL was probated in the Court of Learned District Delegate at Alipore, Learned 1st Court Civil Judge Senior Division, Alipore vide Act XXXIX Case No. 1065 of 2016 dated 15th January, 2019.
- 12. So (A) Sri. Tarak Nath Banerjee (B) Sri Biswanath Banerjee (C) Sri. Rabindranath Banerjee (D) Sri. Samir Banerjee (E) Smt Mira Banerjee became the absolute owner of ALL that piece and parcel of the LAND admeasuring more or less about 5 (five) Kathas Along With 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza Haridevpur, District South 24 Parganas, Ward No 122, P.S. previously Behala then Thakuroukur and now Haridevpur, P.O. Haridevpur, within the jurisdiction of Additional District Sub-Registrar's Office Behala, District Sub-Registrar's Office Alipore, Pargana –

Khaspur, Touzi No. - 40, R.S. No. - 35, J.L. No. - 25, under Khatian No. - 375, Dag No. 535 now numbered as Premises No. - 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. - 411220908177.

- 13. 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.
- 14. For better accommodation and to get more benefit from the said LAND, the LANDOWNERS herein are desirous of constructing a G + III STORIED BUILDING upon said LAND but due to financial deficiency, the LANDOWNERS are unable to construct the G + III STORIED BUILDING. The LANDOWNERS have invited offers from prospective developers who are financially sound to undertake construction of the G + III STORIED BUILDING at his/their/its own costs and to grant the LANDOWNERS a portion of the constructed area in the said G + III STORIED BUILDING according to LANDOWNERS' choice with the liberty and authority for the DEVELOPER to dispose of or otherwise deal with the remaining portion of the constructed area according to his/their/its discretion;
- 15. After due search, the LANDOWNERS have found the DEVELOPER and approached the DEVELOPER to construct a G + III STORIED BUILDING as per the BUILDING PLAN which is yet to be prepared and sanctioned from the Kolkata Municipal Corporation by the DEVELOPER.

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

- DEFINITION: Unless there is anything repugnant to the Subject or Context
  - A. LANDOWNERS shall mean (A) SRI. TARAK NATH BANERJEE (FAN NO. AXHPB3381R,) (B) SRI. BISWANATH BANERJEE (PAN NO. ATNFB5825C), (C) SRI.

RABINDRANATH BANERJEE (PAN NO. - CRNPB1921P.) (D) SRI. SAMIR BANERJEE (PAN NO. BFQPB6463L), all s/o Late Samarendra Lal Banerjee, all by profession – Service, (E) SMT MIRA BANERJEE, (PAN NO. CFWPB1573G), d/o Samarendra Lal Banerjee, by profession – self-employed, all by nationality – Indian, all by faith – Hindu, all residing at 22/3F, Ustad Amir Khan Sarani, 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. A.A CONSTRUCTION, a sole proprietorship firm, having its office at 433, Ustad Amir Khan Sarani, Kolkata 700082, duly represented by its sole Proprietor SRI SATYABRATA DAS (PAN No. AQRPD1413D), s/o Late Promod Kishore Das, 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 the BASTU\_LAND admeasuring more or less about 5 (five) Kathas Along -With one 100 (Hundred) Square feet tiles shed brick walled structure standing thereon, lying and situated in Mouza Haridevour. District 24 Parganas, P.S. Behala, within the jurisdiction of Sub Registrar's Office Alipore, Pargana Khaspur, Touzi No. 40, R.S. No. 35, J.L. No. 25, under Khatian No. 375, Dag No. 535 now numbered as Premises No. 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. 411220908177, Kolkata 700082.
  - E. BUILDING shall mean the new G+III STORIED BUILDING along-with lift facility to be constructed on the said LAND (described in the FIRST SCHEDULE) 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 G+III STORIED BUILDING and as sanctioned by the Kolkata Municipal Corporation
- G. COMMON FACILITIES AND AMENITIES shall include corridors, stair-ways, passageways, lift, 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 LA ND till the completion of the said BUILDING.

## LANDOWNERS' ALLOCATION shall mean as follows:

i. A permanent residential flat bearing No. A 1 admeasuring more or less 600 (Sir Hundred) 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 G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 1227, Ustad Amir Khan Sarani, Maiting Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. - 411220908177, Kolkata - 700082, comprising

of 2 (two) Bed Rooms, 1 (one) dinning cum drawing/living, 1 (one) toilet, 1 (one) Kitchen 1 (one) W.C. and 1 (one) verandah (more-fully mentioned in the SECOND SCHEDULE hereunder written) being allotted to the said LANDOWNERS 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 G + III STORIED BUILDING to be constructed along-with lift facility:

- ii. A permanent residential flat bearing No. A 2 admeasuring more or less 600 (Six Hundred) 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 G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. 411220908177, Kolkata 700082, comprising of 2 (two) Bed Rooms, 1 (one) dinning cum drawing/living, 1 (one) toilet, 1 (one) Kitchen 1 (one) W.C. and 1 (one) verandah (more-fully mentioned in the SECOND SCHEDULE hereunder written) being allotted to the said LANDOWNERS 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 G + III STORIED BUILDING to be constructed along-with lift facility:
- iii. A permanent residential flat bearing No. A 3 admeasuring more or less 770 (Seven Hundred and Seventy) square feet covered area on the First Floor as per sanction plan situated on the North South West side of the same floor of the proposed G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F,

Ustad Amir Khan Sarani, having Assessee No. – 411220908177, Kolkata – 700082, comprising of 3 (three) Bed Rooms, 1 (one) dinning cum drawing/living, 1 (one) toilet, 1 (one) Kitchen 1 (one) W.C. and 1 (one) verandah (more-fully mentioned in the SECOND SCHEDULE hereunder written) being allotted to the said LANDOWNERS 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 G + III STORIED BUILDING to be constructed along-with lift facility;

- iv. A permanent residential flat bearing No. C 1 admeasuring more or less 600 (Six Hundred) square feet covered area on the Third Floor as per sanction plan situated on the North East side of the same floor of the proposed G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. 411220908177, Kolkata 700082, comprising of 2 (two) Bed Rooms, 1 (one) dinning cum drawing/living, 1 (one) toilet, 1 (one) Kitchen 1 (one) W.C. and 1 (one) verandah (more fully mentioned in the SECCND SCHEDULE hereunder written) being allotted to the said LANDOWNERS 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 G + III STORIED BUILDING to be constructed along-with lift facility;
- v. A permanent residential flat bearing No. D 1 admeasuring more or less 370 (Three Hundred and Seventy) square feet covered area on the Ground Floor as per sanction plan situated on the South West side of the same floor of the proposed G

+ III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. - 411220908177, Kolkata - 700082, comprising of 1 (one) Bed Room, 1 (one) dinning cum drawing/kitchen, 1 (one) toilet (more-fully mentioned in the SECOND SCHEDULE hereunder written) being allotted to the said LANDOWNERS as part of LANDOWNERS' ALLOCATION in accorda: ce 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 G + III STORIED BUILDING to be constructed along-with lift facility;

- vi. 2 (Two) car parking spaces equivalent to 50% (Fifty Percent) of the total car parking space obtained as per sanctioned BUILDING PLAN on the Ground Floor situated on the North East side of the same floor of the proposed G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. 411220908177, Kolkata 700082, comprising (more-fully mentioned in the SECOND SCHEDULE hereunder written) being allotted to the said LANDOWNERS 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 G + III STORIED BUILDING with lift facility to be constructed.
- vii. Apart from the above allocation, the LANDOWNERS shall also get 3 shifting charges amounting to a total of Rs. 15,000/- (Rupees Fifteen Thousand only) per month till handing over the possession to them.

- J. DEVELOPER'S ALLOCATION shall mean the rest of the constructed area of the proposed G+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 G + III STORIED BUILDING along-with lift facility.
- 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 G + III STORIED BUILDING along-with lift facility 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 G

+ III STORIED BUILDING along-with lift facility to be built shall be transferred along with the finished flat in the G + III STORIED BUILDING.

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

- THE LANDOWNERS DECLARES AND COVENANTS AS FOLLOWS:
  - a That the LANDOWNERS are absolutely seized and possessed of and/or well and sufficiently entitled to ALL THAT the said LAND.
  - b. 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.
  - c. 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.
  - d. That the LANDOWNERS assure and represent that there is no subsisting Agreement for Sale in respect of the said LAND and the said LAND has not been disposed of or transferred to any other person(s), firm, limited company, association of persons or body of individuals or under any gift, will, exchange or any other arrangement etc.

- e. 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.
- f. That the LANDOWNERS represent that there is no tenancy created in the said LAND till the date of this AGREEMENT
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

- I. 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.
- m. 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.
- n. 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.
- o. 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.
- p. 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. To complete the construction of the BUILDING within 18 (Eighteen) months from the date of sanctioning of the BUILDING PLAN. In any case the construction of the BUILDING is not completed within the above-mentioned specified time due to any unavoidable circumstances and/or force majeurs, then in that case the time of this AGREEMENT shall extend on mutual understanding. If the DEVELOPER due to

as mentioned in this AGREEMENT, then in that case the AGREEMENT stands cancelled and either the LANDOWNERS and/or the DEVELOPER shall be in the position to appoint new Developer/Promoter to complete the remaining construction and the DEVELOPER shall receive the full money together with the due interest accruing on it either from the new Promoter/Developer or the LANDOWNERS before the new Developer/Promoter handover the LANDOWNERS' ALLOCATION to the LANDOWNERS. 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 is 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 AGREEMEN'T 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 Municipa! 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.
- 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.
- 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 fegarding 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.

- 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 G + III STORIED BUILDING on the said LAND.
- 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.
- d That any TRANSFER of any part of the LANDOWNERS' ALLOCATION in the new BUILDING shall be subject to the other provisions provided hereinafter
- e. 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 ruisance annoyance or hazard to the other Purchasers/Occupiers of the apartments or the BUILDING.
- f. 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.

- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

I. 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 cipes and electric wires and for any similar purpose.

### 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.
- 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.
- 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. antena etc. and for adjustment and readjustment of such aerial and antenna.

#### 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 of10 % (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.

#### 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)

ALL that piece and parcel of the LAND admeasuring more or less about 5 (five) Kathas Along

-With one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District – South 24 Parganas, Ward No. – 122, P.S. – previously Behala then Thakurpukur and new Haridevpur, P.O. – Haridevpur, within the jurisdiction of Additional District Sub Registrar's Office – Behala District Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. - 40, R.S. No. - 35, J.L. No. - 25, under Khatian No. – 375, Dag No. 535 now numbered as Premises No. - 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. – 411220908177, Kolkata – 700082.

### BUTTED AND BOUNDED BY:

ON THE NORTH - Land falling under Dag NO. 535
ON THE SOUTH -- Land falling under Dag NO. 535
ON THE EAST -- 12 feet wide K.M.C. Road
ON THE WEST -- Land falling under Dag NO. 535

# SECOND SCHEDULE ABOVE REFERRED TO DESCRIPTION OF LANDOWNERS' ALLOCATION

i. A permanent residential flat bearing No. A 1 admeasuring more or less 600 (Six Hundred) 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 G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Pramises No. - 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. - 411220908177, Kolkata - 700082, comprising of 2 (two) Bed Rooms.

1 (one) dinning cum drawing/living, 1 (one) toilet, 1 (one) Kitchen 1 (one) W.C. and 1 (one) verandah being allotted to the said LANDOWNERS 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 G + III STORIED BUILDING to be constructed along-with lift facility;

ii. A permanent residential flat bearing No. A 2 admeasuring more or less 600 (Six Hundred) 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 G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. - 411220908177, Kolkata - 700082, comprising of 2 (two) Bed Rooms, 1 (one) dinning cum drawing/living, 1 (one) toilet, 1 (one) Kitchen 1 (one) W.C. and 1 (one) verandah being allotted to the said LANDOWNERS 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 G + III STORIED BUILDING to be constructed along-with lift facility;

A permanent residential flat bearing No. A 3 admeasuring more or less 770 (Seven Hundred and Seventy) square feet covered area on the First Floor as per sanction plan situated on the North South West side of the same floor of the proposed G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. - 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. - 411220908177, Kolkata - 700082, comprising of 3 (three) Bed Rooms, 1 (one) dinning cum drawing/living, 1 (one) toilet, 1

III.

(one) Kitchen 1 (one) W.C. and 1 (one) verandah being allotted to the said LANDOWNERS 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 G+III STORIED BUILDING to be constructed along-with lift facility;

- iv. A permanent residential flat bearing No. C 1 admeasuring more or less 600 (Six Hundred) square feet covered area on the Third Floor as per sanction plan situated on the North East side of the same floor of the proposed G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. 411220908177, Kolkata 700082, comprising of 2 (two) Bed Rooms, 1 (one) dinning cum drawing/living, 1 (one) toilet, 1 (one) Kitchen 1 (one) W.C. and 1 (one) verandah being allotted to the said LANDOWNERS 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 G + III STORIED BUILDING to be constructed along-with lift facility;
  - v. A permanent residential flat bearing No. D 1 admeasuring more or less 370 (Three Hundred and Seventy) square feet covered area on the Ground Floor as per sanction plan situated on the South West side of the same floor of the proposed G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. 411220908177, Kolkata 700082, comprising of 1 (one) Bed Room, 1 (one) dinning cum drawing/kitchen, 1 (one) toilet being allotted to the said LANDOWNERS 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 G + III STORIED BUILDING to be constructed along-with lift facility;

- vi. 2 (Two) car parking spaces equivalent to 50% (Fifty Percent) of the total car parking space obtained as per sanctioned BUILDING PLAN on the Ground Floor situated on the North East side of the same floor of the proposed G + III STORIED BUILDING on the said LAND, within the limits of the Kolkata Municipal Corporation, Premises No. 1227, Ustad Amir Khan Sarani, Mailing Address 22/3F, Ustad Amir Khan Sarani, having Assessee No. 411220908177, Kolkata 700082, comprising being allotted to the said LANDOWNERS 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 G + III STORIED BUILDING with lift facility to be constructed.
  - vii. Apart from the above allocation, the LANDOWNERS shall also get 3 shifting charges amounting to a total of Rs. 15,000/- (Rupees Fifteen Thousand only) per month.

# THIRD SCHEDULE ABOVE REFERRED TO DESCRIPTION OF DEVELOPER'S ALLOCATION

The rest of the constructed area of the proposed G + 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/CONFIRMING PPARTY'S ALLOCATION including proportionate share in the common facilities and amenities on pro-

written) AND ALSO the proportionate share of Land lying underneath the proposed G + III STORIED BUILDING.

# COMMON FACILITIES AND/OR AREAS

- Common Passage including main entrance leading to the flats and roof of the BUILDING.
- 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;
- Meter room, Drainage & Sewerages;
- 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.
- Lift Facility

# COMMON EXPENSES

- 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;
- 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 filing with silver sand) P.C.C. (1:3:6) casting work with M20 for grade of concrete combined Footing and isolated footing, tie bean, filing, 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 3<sup>rd</sup> 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.
- 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 (16" 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, (5) Berger Premiere will be done for all inside walls of the flats belonging to the Landlords' only.

The DEVELOPER shall also paint in full the inside of one permanent residential flat admeasuring more or less 370 (Three Hundred and Seventy) square feet covered area on the Ground Floor as per sanction plan situated on the South West side of the same floor of the proposed G + III STORIED BUILDING on the said LAND.

The DEVELOPER shall do only the inside premiere of 2 (two) permanent residential flats admeasuring more or less 600 (Six Hundred) square feet each covered area on the First Floor situated on the North East side and South East side of the same floor of the proposed G + III STORIED BUILDING on the said LAND;

The DEVELOPER shall do only the inside premiere of one permanent residential flat bearing No. C 1 admeasuring more or less 600 (Six Hundred) square feet covered area on the Third Floor situated on the North East side of the same floor of the proposed G + III STORIED BUILDING on the said LAND.

WITNESSES:

D Krishnerdu Mukherjee S/D, Sni Ashahe Hulihiyee 5/D, Naehou Paru Road Volkata-700041. SRI. TARAK NATH BANERJEE

Bernard Bareifen

SRI. BISWANATH BANERJEE

SRI RABINDRANATH BANERJEE

SRI. SAMIR BANERJEE

MiraBareijo

SMT. MIRA BANERJEE

(SIGNATURES OF LANDLORDS)

Salyaboala Do

SRI. SATYABRATA DAS (SIGNATURE OF DEVELOPER)

DRAFTED AND PREPARED BY:

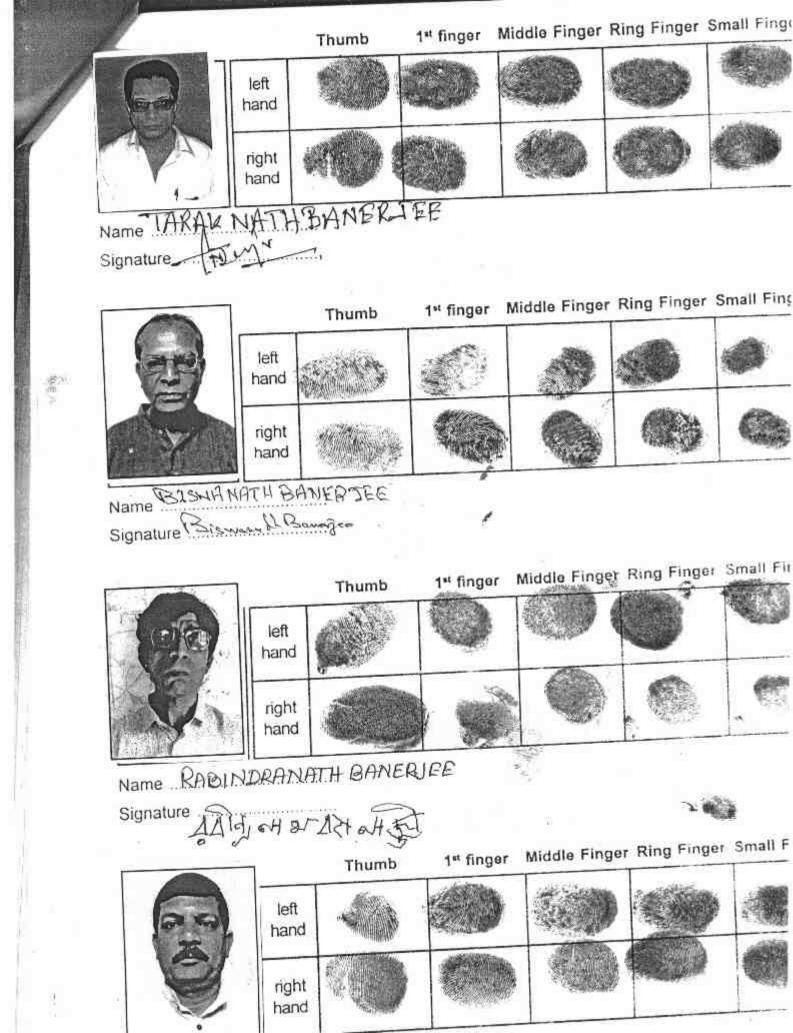
Anendita Bhattachargee

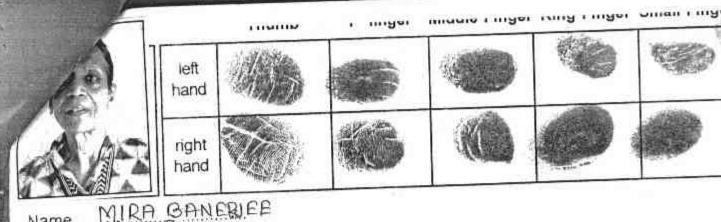
ANINDITA BHATTACHARJEE, (Advocate)

HIGH COURT AT CALCUTTA

Enrolment No: F/280/2017.

Mob: 7278334978.





Name MIRA GANERIEE
Signature

|   |               | Thumb  | 1st finger | Middle Finger | Ring Finger | Small Finge |
|---|---------------|--|------------|---------------|-------------|-------------|
| 0 | left<br>hand  | Miles 1  |            |               |             |             |
|   | right<br>hand | A STATE OF THE STA |            | in the second |             |             |

Name SATYABRATA DAS Signature Salyabrala Das

|       |               | Thumb | 1 <sup>st</sup> finger | Middle Finge | er Ring Finger | Small Fin |
|-------|---------------|-------|------------------------|--------------|----------------|-----------|
|       | left<br>nand  | 1.    | 1.                     |              |                |           |
| PHOTO | right<br>hand |       |                        |              |                |           |

Name .....

Signature .....

|       |               | Thumb 1 | * finger M | iddle Finger | Ring Finge | r Small Fi |
|-------|---------------|---------|------------|--------------|------------|------------|
|       | left<br>hand  |         |            |              |            |            |
| РНОТО | right<br>hand |         |            |              |            |            |

## आयकर विभाग INCOMETAX DEPARTMENT TARAK NATH BANERJEE

भारत सरकार GOVI OF INDIA

SAMAR BANERJEE

20/03/1961 Permanent Account Number AXHPB3381R

Action Signature



इस कार्य के खोर्च / गार्च नर कृषणा सुष्टित कर्ष / सीटाए : आयकर पैन रोजा इकार्य, एत एस भी एस तीकरों नेजील, प्रफारन चैंबर्स, सारेद ट्रेलिंगोल प्रफारीय के लावदिया, सारेद ट्रेलिंगोल प्रफारीय के लावदिया,

If his card is lost / someone r lost card is found, please inform / remento : Income Tax PAN Services Unit, NSDL 3rd Floor, Supplier Chambers, Near Baner Telephone Exchange, Haner, Pane - 411 045

Tel: 91-20-2721-8080; Enx: 91-20-2721-8081 e-mail: fintation (SILeo, in

Port.





# ভারত সরকার Inique Identification Authority of India Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1040/19858/37165

कातक माथ परानाती

Tarak Nath Banerjee

22/3F OSTAD AMIR KHAN SARANI

Haridevpur

Haridevpur

South Twenty Four Parganas

West Bengai 700082

MN007166279FT



আপ্লার আধার সংখ্যা / Your Aadhaar No. :

8821 3555 2379

– সাধারণ মানুষের অধিকার



#### ভারত সরকার Government of India



**छातक माथ बामा**डी Tarak Nath Banerjee পিতা : সমন্ত্রতা দাল ব্যানারী Father: SAMARENDRA LAL BANERJEE

क्षमा भाग / Year of Birth : 1962

पुत्रम् / Male



8821 3555 2379

– সাধারণ মানুষের অধিকার





# ভারত সরকার

ভালিকাভুক্তির আই জি / Enrollment No.: 1040/19858/37141

To E Bridger mod& Banenec B 22/3F OSTAC AMIR KHAN SARANI Haridgeriii Haridevous

Harmovput South Twenty Four Pargaces

West Bengal 700682

MN007167328FT



আপলার আধার সংখ্যা / Your Aadhaar No. :

6557 5458 0555



## ভারত সরকার

#### Government of India विश्वमाथ वालासी

Biswarrath Benerjas निहा । ममसम्ब पानकी

Father SAMARENORA BANFRUEE

कम गमा / Year of Buth 1559 TOP / Main



6557 5458 0555

াল্ব – সাধারণ মানুষের অধিকার

Bismonath Banaja.

BREADY TOFFF O BIOMANATH BANERJEE BAMARENDRA BANERJEE

20/11/1959

ATNPS5625C

Decement Arms (ma)

GOVT OF INDIA





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## ভারত সরকার

## Government of India

ভালিকাভুজির আই ডি / Enrollment No.: 1040/19858/37182

ग्रदीन्डनाथ वात्राक्षी

Platantminalin Banenjee

22/3F OSTAD AMIR KHAN SARANI

Handeypur

Handevour

South Flyenty Four Pargarian

West Bengai 700082

MM007123715ET



আপনার আধার সংখ্যা / Your Aadhaar No. :

7142 4835 4844

আধার – সাধারণ মানুষের অধিকার



#### ভারত সরকার Government of India



Rabindranath Barreries भिका । अभावजनमा गामाजी Father SAMARENDRALAL BANERJEE

रुखा भान / Year of Birth : 1965

नुकर्म / Male

वर्वीक्रमात्रः कामाजी



7142 4835 4844

আধার – সাধারণ মালুষের অধিকার 1 Mar Vs was

आयकर विमाग INCOMETAX DEPARTMENT



भारत सरकार GOVI OFINDIA

स्थापी लोखा संख्या काड Permanent Account Number Card

**CANPB1921P** 

RABINDRANATH BANERJEE

Trai et are / Fathers Name SAMABENDRALAL BANERJEE

जन की लगन्द्र out steinn 01/01/1965

FUNDAMER WAR

Bertolt, Signature



इस कार्य के छोने / माने वर कुपको सुचित करें ? सीतार्यः आर्थकर १० सथा प्रकार्यः एन एस की एल अग्री मिकिता नवा रहते हो था स्त्रीट में 241 सर्वे में 397/8, में जल का लोगी, दीप बंगला चोक के बास, पुरु-411 dta

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Income The PAN Services Unit, NSDL, Sip Hoor, Mantil Sterlang;
Piot No.341, Survey No. 9408,
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Zei, 91, 231, 272 ) 5030, Fax: 91, 25-272, 8081 s-innih im 60 55 saliconn

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Special posterior



ग्रामका



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

GRN:

19-201920-000830430-1

Payment Mode

Online Payment

GRN Date: 24/04/2019 12:05:28

Bank:

State Bank of India

BRN:

IKOAAKALT2

BRN Date: 24/04/2019 12:07:49

# DEPOSITOR'S DETAILS

ld No.: 16020000636585/8/2019

[Query No./Query Year]

Name:

Satyabrata Das

Mobile No.:

+91 9830786654

E-mail:

Address:

Contact No.:

433 Ustad Amir Sarani Kolkata 700082

Applicant Name:

Mr Anindita Bhattacharjee

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 8

# PAYMENT DETAILS

| SI.<br>No. | Identification<br>No. | Head of A/C<br>Description         | Head of A/C  | Amount[ ₹] |
|------------|-----------------------|------------------------------------|--|------------|
| 3          | 16020000636585/8/2019 | Property Registration- Stamp duty  | 0030-02-103-503-02   |            |
| 2          | 16020000636585/8/2019 | Property Registration-Registration | STATE OF THE PARTY OF THE STATE | 5010       |
|            |                       | Fees                               | 0030-03-104-001-16   | 53         |

Total

5063

In Words:

Rupees Five Thousand Sixty Three only

Michigan Compa

NE WALL TAX DEPARTMENT

SAMIR BANERJEE SAMARENDRA BANERJEE

01/07/1969

BFQPB6463L

Search Fare

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In case this cord is lost / found, kindly inform / return to : Income Tux PAN Services Unit, UTHTSL Plot-No. 3, Sector 11, CBD Belapur, Navi Mumbui - 400 614.

इस कार्ड के क्षांने/पानं पर कृपमा सृचित करें/लीटाएं : आधकर पैन केवा यूर्वीट, [[१]][पूर्व] लाट मं: ३, भेकरर २१ , भीजीबी केलापुर, नवी मुंबई-१०० १५४





# ভারত সরকার

Government of India

ভালিকাডুক্তির আই ডি / Enrollment No.: 1040/19858/37158

भीगा वरानाती

S THE STREETS
S MITS BARRYOS
S 22/3F OSTAD AMIR KHAN SARANI

Handevpur

Handevpur

South Twenty Four Parganes

West Bongal 700082

MN007128029FT



আপলার আন্তর সংখ্যা / Your Aadhaar No.:

5105 8948 3911

আধার – সাধারণ মানুষের অধিকার



#### WASH REED

#### Government of India



माता वामधी Mira Baneqee

विका : प्रमानकाल यामकी

Falhor: SAMARENDRALAL BANERJEE

ardi Firm / Year of Birth: 1952

परिला / Female



5105 8948 3911

আধার - সাধারণ মানুষ্রের অধিকার

आयकर विभाग INCOMETAX DEPARTMENT MIRA BANERJEE

93

भारत सरकार GOVT. OF INDIA

SAMARENDRA BANERJEE

07/03/1952

Personnert Account Number

CFWPB1573G

Misa Bang phe.



In case this eard is local found, kindly inform / return to a Income Tax PAN Services Unit, UTITEL Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai 2 400 614.

उत्त कार्यक्र छाने/पाने पर कृषधा स्थित कां/काटाए : जावकर फेन सेवा स्थेत, LTIFISI फार के: ब-प्रकर ११ , कोबोर्स केलाए, कर्म सुंबह ४०० ६५४

Mira Banerjer







মভারত গাস Satyabrata Das জন্মভারিখ/ DOB: 05/05/1970 THE / MALE



## 2510 5838 5024

আমার আধার, আমার পরিচ্য



## न्यारतीय विशिष्ठ-यहचान प्राधिकरण BNIGGE DENDER CATIONAL VERBRIEF OF INDIA

## ठिकालाः

এম/ও: প্রমোদ কিশোর দাস, 433, ওয়াদ আদির খাদ मतनी, शतिरान्तभूत, शतिरान्छणूत, Wow Songw - 700082 দক্ষিণ ২৪ পরগলা **পশ্চিম বল - 70008**2

#### Address:

S/O: Fromod Kishor Det, 433, ostad amir knan sarani, baridobput rtaridevour, South 24 Parganas.

2510 5838 5024

MERA AADHAAR, MERI PEHACHAN

Salyabrala Daj



भारत सरकार GOVT OFINDIA





PROMOD KISHOR DAS

05/05/1970 Permanant Account Number AGRPD1413D

Salfaborda Box

Signature

Salejabrala Day

इस्त सम्बं के कार्न न पान भर कृष्यमा सुक्तित कर्न जोडल अपन्यत्र पन समा इकार्य, १५ तम् यो त्रन पडली मंजिल, टाईम्स टॉवर, क्रमसा फिल्म सम्पादड, एस. वी. मार्ग जोडल परेल, मुख्यक्ने - 400 0 19

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# Major Information of the Deed

| peed No:                                   | 1-1602-03396/2019                     | Date of Registration   | 20/04/0040          |  |
|--|---------------------------------------|--|---------------------|--|
| Query No / Year                            | 1602-0000636585/2019                  |  | 26/04/2019          |  |
| Query Date                                 | 22/04/2019 12:35:50 PM                | Office where deed is re  |                     |  |
| 11/2                                       |                                       | D.S.RI I SOUTH 24-PARGANAS, District South 24-Parganas  Thakurpukur, District : South 24-Parganas, WEST                      |                     |  |
| Applicant Name, Address<br>& Other Details |                                       |  |                     |  |
| Transaction                                | The second in Mobile I                | 10 1210334976, Status :Advocate  |                     |  |
| [0110] Sale, Development                   | Agreement or Construction             | Additional Transaction   |                     |  |
| agrocinent                                 | assemble of Construction              | [4305] Other than Immovable Property. Declaration [No of Declaration : 2] Market Value Rs. 25,29,248/- Registration Fee Paid |                     |  |
| Set Forth value                            |                                       |  |                     |  |
|  |                                       |  |                     |  |
| Stampduty Paid(SD)                         |                                       |  |                     |  |
| Rs. 5,020/- (Article:48(g))                |                                       |  |                     |  |
|  |                                       | Rs. 53/- (Article:E, E, M(b), H)   |                     |  |
| Remarks                                    | Received Rs. 50/- (FIFTY only ) area) | from the applicant for issuing t   | he assement slip.(I |  |

## 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: 1227, ...

| Sch<br>No<br>L1 | Plot<br>Number | Khatian<br>Number | Proposed | Use<br>ROR  | Area of Land |                   | Market<br>Value (In Rs.) | Other Details |
|-----------------|----------------|-------------------|----------|---|--------------|-------------------|--------------------------|---------------|
| 14c 4           |                | Bastu             | 5 Katha  | , and the time to | 24,99,998/-  | Width of Approach |                          |               |
|                 | Grand          | Total:            |          |   | 9.050        |                   | ////                     | Road: 12 Ft., |
|                 |                |                   | 4        | /   | 8.25Dec      | 0 /-              | 24,99,998 /-             |               |

## Structure Details :

| Sch<br>No | Structure<br>Details | Area of<br>Structure | Setforth<br>Value (In Rs.) | Market value | Other Details             |  |
|-----------|----------------------|----------------------|----------------------------|--------------|---------------------------|--|
| S1        | On Land L1           | On Land L1 100 Sq Et |                            | (In Rs.)     |                           |  |
| 200       | Officiality CT       | 100 Sq Ft            | 0/-                        | 29,250/-     | Structure Type: Structure |  |

Floor No: 1, Area of floor: 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tiles Shed, Extent of Completion: Complete

| Total: | 100 sq ft | 0 /- | 29,250 /- |  |
|--------|-----------|------|-----------|--|
|        |           | 1    | 23,2307-  |  |

# Name, Address, Photo, Finger print and Signature

| Name   | Photo      | Finger Print      | Signature  | _ |
|--|------------|-------------------|------------|---|
| Mr TARAK NATH BANERJEE Son of Late Samarendra Lal Banerjee Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place : Office |            |                   | Asim       |   |
|  | 26/04/2019 | LTI<br>25/04/2019 | 26/04/2018 |   |

22/3F.

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.:: AXHPB3381R, Status:Individual, Executed by: Self, Date of Execution: 26/04/2019, Admitted by: Self, Date of Admission: 26/04/2019, Place: Office

| 2 | Name  | Photo      | Finger Print      | Signature        |
|---|---|------------|-------------------|------------------|
|   | Mr BISWANATH BANERJEE Son of Late Samarendra Lal Banerjee Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place : Office |            |                   | Barrom & Bright. |
|   |   | 26/04/2019 | LTI<br>26/04/2019 | 26/04/2019       |

22/3F,

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.:: ATNPB5825C, Status:Individual, Executed by: Self, Date of Execution: 26/04/2019, Admitted by: Self, Date of Admission: 26/04/2019, Place: Office

| Name   | Photo      | Finger Print      | Signature    |
|--|------------|-------------------|--------------|
| Mr RABINDRANATH BANERJEE Son of Late Samarendra Lal Banerjee Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place : Office |            |                   | MAN STERINGS |
|  | 26/04/2019 | £71<br>26/04/2019 | 26/04/2019   |

22/3F.

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.:: CRNPB1921P, Status :Individual, Executed by: Self, Date of Execution: 26/04/2019, Admitted by: Self, Date of Admission: 26/04/2019, Place: Office

Photo Finger Print Signature on of Late Samarendra Commissioned Len Admission: 26/04/2019 Place 26/04/2019 LT) 26/04/2019 25/04/2019

22/3F,

: Office

Lal Banerjee

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.:: BFQPB6463L, Status :Individual, Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place: Office

5 Name Smt MIRA BANERJEE Daugther of Late Samarendra Lal Banerjee Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place : Office

Name

SAMIR BANERJEE

Executed by: Self, Date of Execution: 26/04/2019

, Admitted by: Self, Date of



Photo



Finger Print

Mira Barner por

26/04/2019

Signature

22/3F,

Ustad Amir Khan Sarani, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: CFWPB1573G, Status :Individual, Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place: Office

## Developer Details :

| SI<br>No | Name,Address,Photo,Finger print and Signature   |
|----------|---|
| 1        | A.A CONSTRUCTION  433, Ustad Amir Khan Sarani, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082, PAN No.:: AQRPD1413D, Status:Organization, Executed by: Representative |

# Representative Details:

| Name  | Photo               | Finger Print      | MICHELIA RESPONDI |
|---|---------------------|-------------------|-------------------|
| Mr SATYABRATA DAS (Presentant) Son of Late Promod Kishore Das Date of Execution - 26/04/2019, , Admitted by: Self, Date of Admission: 26/04/2019, Place of Admission of Execution: Office |                     |                   | Salyabrali Daji   |
|   | Apr 26 2019 11:24AM | LTI<br>26/04/2019 | 26/04/2019        |

Vistad Amir Khan Sarani, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West gal, India, PIN - 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN AQRPD1413D Status: Representative, Representative of A.A CONSTRUCTION (as Sole Proprietor)

Identifier Details:

| Name  | Photo      | Finger Print | Signature                |
|---|------------|--------------|--------------------------|
| Mrs Anindita Bhattacharjee Wife of Mr Krishnendu Mukherjee 5/D, Naskar Para Road, P.O:- Paschim Putiary, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 |            |              | Parendela Bhatlacharifee |
|   | 26/04/2019 | 26/04/2019   | 28/04/2019               |

Identifier Of Mr TARAK NATH BANERJEE, Mr BISWANATH BANERJEE, Mr RABINDRANATH BANERJEE, Mr SAMIR BANERJEE, Smt MIRA BANERJEE, Mr SATYABRATA DAS,

| Trans | fer of property for L1      |                                    |  |  |  |
|-------|-----------------------------|------------------------------------|--|--|--|
| SI.No | From                        | To. with area (Name-Area)          |  |  |  |
| 1     | Mr TARAK NATH<br>BANERJEE   | A.A CONSTRUCTION-1.65 Dec          |  |  |  |
| 2     | Mr BISWANATH<br>BANERJEE    | A.A CONSTRUCTION-1.65 Dec          |  |  |  |
| 3     | Mr RABINDRANATH<br>BANERJEE | A.A CONSTRUCTION-1.65 Dec          |  |  |  |
| 4     | Mr SAMIR BANERJEE           | A.A CONSTRUCTION-1.65 Dec          |  |  |  |
| 5     | Smt MIRA BANERJEE           | A.A CONSTRUCTION-1.65 Dec          |  |  |  |
| Trans | fer of property for S1      |                                    |  |  |  |
|       | From                        | To. with area (Name-Area)          |  |  |  |
| 1     | Mr TARAK NATH<br>BANERJEE   | A.A CONSTRUCTION-20.00000000 Sq Ft |  |  |  |
| 2     | Mr BISWANATH<br>BANERJEE    | A.A CONSTRUCTION-20.00000000 Sq Ft |  |  |  |
| 3     | Mr RABINDRANATH<br>BANERJEE | A.A CONSTRUCTION-20.00000000 Sq Ft |  |  |  |
| 4     | Mr SAMIR BANERJEE           | A.A CONSTRUCTION-20.00000000 Sq Ft |  |  |  |
| 5     | Smt MIRA BANERJEE           | A.A CONSTRUCTION-20.00000000 Sq Ft |  |  |  |

Endorsement For Deed Number: I - 160203396 / 2019

of Market Value(WB PUVI rules of 2001)

ed that the market value of this property which is the subject matter of the deed has been assessed at Rs 3.248/-



Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24PARGANAS

South 24-Parganas, West Bengal

#### On 26-04-2019

#### 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 11:15 hrs on 26-04-2019, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr SATYABRATA DAS ...

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

Execution is admitted on 26/04/2019 by 1. Mr TARAK NATH BANERJEE, Son of Late Samarendra Lal Banerjee, 22/3F.

Ustad Amir Khan Sarani, P.O. Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Service, 2. Mr BISWANATH BANERJEE, Son of Late Samarendra Lal Banerjee, 22/3F,

Ustad Amir Khan Sarani, P.O. Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Service, 3. Mr RABINDRANATH BANERJEE, Son of Late Samarendra Lal Banerjee, 22/3F,

Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Service, 4. Mr SAMIR BANERJEE, Son of Late Samarendra Lal Banerjee, 22/3F,

Ustad Amir Khan Sarani, P.O. Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Service, 5. Smt MIRA BANERJEE, Daughter of Late Samarendra Lal Banerjee, 22/3F,

Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Others

Indetified 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 26-04-2019 by Mr SATYABRATA DAS, Sole Proprietor, A.A CONSTRUCTION (Sole Proprietoship), 433, Ustad Amir Khan Sarani, P.O.- Haridevpur, P.S.- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082