

Sl-7441/2020

27206/2020

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

701-03

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3.12.20  
R-200/1587439/20

Certified that the document is admitted to registration. The Signature sheet / sheets & the endorsement sheet / sheets attached to this document are the part of this document.

*Handwritten Signature*

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

03 DEC 2020

## DEVELOPMENT & CONSTRUCTION AGREEMENT

THIS DEVELOPMENT & CONSTRUCTION AGREEMENT is made on this the 3<sup>rd</sup> day of December, Two Thousand Twenty (2020) A. D.

1. Place – D. S. R. – III, North 24 Parganas, Barasat.

2. Parties

- 3.1. 1) SRI SUBIR KUMAR SINHA alias SUBIR KUMAR SINGHA (PAN – AMAPS4071R), at present residing at Ravechi Apartment, Flat No. – A/202, Plot – 14/15, P. O. – Kopar Khairne, P. S. – Thane Town, District – Thane, Maharashtra, Pin – 400709, 2) SRI SAMIR KUMAR SINHA alias SAMIR KUMAR SINGHA (PAN – ALPPS5501A), at present residing at MIG – I, Flat No. – 3A, Greenwood Park, P. O. & P. S. – New Town, District – North 24 Parganas, Kolkata - 700156 3) SRI SWAPAN KUMAR SINHA alias SWAPAN KUMAR SINGHA (PAN – AMAPS3887M), at present residing at 23, Ankur Society, (Opposite Vishal Nagar), Adajan Surat, P. O. – Navyug College, P. S. – Adjan, District – Surat, Gujrat, Pin – 395009, 4) SRI SANJOY KUMAR SINHA alias SANJOY KUMAR SINGHA (PAN – ABGPS2732J), at present residing at Latika Apartment, 48, R. B. C. Road, Prasadpur, P. O. & P. S. – Barasat, District – North 24 Parganas, Kolkata – 700124, 5) SRI PARTHA SARATHI SINHA alias PARTHA SARATHI SINGHA (PAN – AMAPS3332D), at present residing at Sitaram Apartment, B2, 12/3 Patel colony, P. O. – Dangavada, P. S. – Jamnagar City, District – Jamnagar, Gujrat, Pin – 361008, all are sons of Late Sudhir Kumar Singha (Sinha), all are by faith – Hindu, by Nationality – Indian, by Occupation – No. 1, 3, 4 & 5 Business, No. 2 Retired Person, hereinafter jointly and collectively called and referred to as the “LAND OWNERS” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND



- 3.2. **DAS CONSTRUCTION (PAN – AAKFD8834H)**, a partnership Firm having its registered Office at C/o Smt. Jyotsna Mitra, Mantu Das Sarani, North-East Napara, P. O. – Napara, Holding No. – 681, P. S. – Barasat, District – North 24 Parganas, Kolkata - 700125, represented by its partners namely 1. **SRI ANUP KUMAR DAS (PAN – ADOPD0865H)**, son of Late Bhuvan Chandra Das, 2. **SMT. SOMA DAS (PAN – AKVPD6345E)**, wife of Sri Tarak Chandra Das, both are residing at Manashatala Road, P.O. & P.S. - Barasat, District North 24 Parganas, Kolkata - 700124, both are by faith - Hindu, by occupation - Business, by Nationality – Indian, hereinafter jointly called and referred to as the **DEVELOPER/ PROMOTER** (Which expression shall unless repugnant to the subject or context be deemed to include his/ her/ their legal heirs, executors, administrators, representatives and assigns) of the **SECOND PART/ OTHER PART**. Land Owners and the Developer collectively Parties and individually Party.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:**

4. Subject Matter of Development:

4.1. Development Project & Appurtenances:

4.2. Project Property :

**ALL THAT** piece and parcel of a plot of BASTU land measuring an area of 47 (Forty Seven) Decimals, be the same a little more or less, along with pucca dwelling house standing thereon lying and situated at Mouza – Noapara, J. L. No.- 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 29, R. S. & L. R. Dag No – 197 under C. S. & R. S. Khatian No. – 347, corresponding to L. R. Khatian No. – 2396 (Stands in the name of Subir Kumar Singha), 2397 (Stands in the name of Partha Sarathi Singha), 2398 (Stands in the name of Sanjoy Kumar

Singha), 2399 (Stands in the name of Samir Kumar Singha) & 2400 (Stands in the name of Swapan Kumar Singha), lying within the limits of local Barasat Municipality, under Ward No. - 3, Holding No. - 391/506, premises at Deshbandhu Road, Noapara, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas, Kolkata - 700125.

5. Background, Representations, Warranties and Covenants:

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

- a) The Land Owners is now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property.
- b) Free From Encumbrance: The project property is free from all encumbrances and the Land Owners have marketable title in respect of the project property.

c) DEVELOPER'S REPRESENTATION:

DEVELOPER has represented and warranted to the LAND OWNERS that DEVELOPER is carrying on business of construction and development of real estate and has sufficient financial resources, infrastructure and expertise in this field. The Developer has full authority to enter into this Agreement and appropriate resolutions /authorizations to that effect exist.

d) COMMENCEMENT:

This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.



#### 5.1.1 Absolute Ownership of Land Owners :

WHEREAS Saraju Bala Dey, wife of Satish Chandra Dey of Noapara, was the R. S. Recorded tenant of all that piece and parcel of land measuring an area of 52 Decimals, more or less, lying and situated at Mouza - Noapara, J. L. No.- 83, Re. Sa. No. - 137, Pargana - Anowarpur, Touzi No. - 146, comprised in C. S. Dag No. - 29, R. S. Dag No - 197 under C. S. & R. S. Khatian No. - 347, lying within the limits of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas, and she had been possessing and enjoying the same peacefully, free from all encumbrances.

AND WHEREAS by two Nos. of Registered Deed of Sale, being No. - 1783, dated - 01/03/1958 (Book No. - I, Volume No. - 21, Pages from 206 to 207, being No. - 1783 for the year 1958) & being No. - 9742, dated - 29/06/1960 (Book No. - I, Volume No. - 81, Pages from 118 to 120, being No. - 9742 for the year 1960), said Saraju Bala Dey sold, transferred and conveyed all that the said 52 Decimals of land, more or less, lying and situated at Mouza - Noapara, J. L. No.- 83, Re. Sa. No. - 137, Pargana - Anowarpur, Touzi No. - 146, comprised in C. S. Dag No. - 29, R. S. Dag No - 197 under C. S. & R. S. Khatian No. - 347, lying within the limits of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas, in favour of Niva Rani Singha alias Sinha, wife of Late Sudhir Kumar Singha (Sinha), the mother of the present Land Owner's herein, and delivered khas possession in her favour and the said two Nos. of Deed was registered with the office of S. R. O. - Barasat

AND WHEREAS after purchasing the said 52 Decimals of land said Niva Rani Singha alias Sinha sold out 05 Decimals land to one Dr. Samaresh Das and had been possessing and enjoying the remaining 47 Decimals of land she got her name duly mutated in the records of local Barasat Municipality and constructed a pucca dwelling house over the same and while said Niva Rani

Singha alias Sinha had been possessing and enjoying the said 47 Decimals of land with pucca dwelling house she died on 11/08/2003 and subsequently her husband Sudhir Kumar Singha died on 02/07/2005 intestate leaving behind their five sons and five daughters namely Sri Subir Kumar Singha, Sri Samir Kumar Singha, Sri Swapan Kumar Singha, Sri Sanjay Kumar Singha, Sri Partha Sarathi Singha, Smt. Minati Mitra, Smt. Mala Dey, Smt. Supti Sarkar, Smt. Rakhi Paul & Smt. Sikha Mukherjee as their legal heirs and successors to inherit the said property with the provisions of Hindu Succession Act., 1956.

**AND WHEREAS** thus by way of inheritance, as recited above, said Sri Subir Kumar Singha, Sri Samir Kumar Singha, Sri Swapan Kumar Singha, Sri Sanjay Kumar Singha, Sri Partha Sarathi Singha, Smt. Minati Mitra, Smt. Mala Dey, Smt. Supti Sarkar, Smt. Rakhi Paul & Smt. Sikha Mukherjee become the joint owners of all that piece and parcel of land measuring an area of 47 Decimals, more or less, along with pucca dwelling house standing thereon, at Mouza - Noapara, J. L. No. - 83, comprised in C. S. Dag No. - 29, R. S. Dag No - 197 under C. S. & R. S. Khatian No. - 347, and while they had/ have been possessing and enjoying the same said Smt. Minati Mitra, Smt. Mala Dey, Smt. Supti Sarkar, Smt. Rakhi Paul & Smt. Sikha Mukherjee jointly gifted their undivided 50% share of property measuring 23.50 Decimals with 1300 sq.ft. building out of the total 47 Decimals of land, more or less, along with pucca dwelling house standing thereon, at Mouza - Noapara, J. L. No. - 83, comprised in C. S. Dag No. - 29, R. S. Dag No - 197 under C. S. & R. S. Khatian No. - 347, in favour of their aforesaid five brothers namely Sri Subir Kumar Singha, Sri Samir Kumar Singha, Sri Swapan Kumar Singha, Sri Sanjay Kumar Singha, Sri Partha Sarathi Singha, by a Registered Deed of Gift, being No. - 00352, executed on 06/03/2008, submitted on 08/03/2006 and registered on 17/01/2007, and delivered khas possession in their favour and the said Deed was registered with the office of D. S. R. - II, copied in Book No. - I, Volume No. - I, Pages from 1 to 10, being No. - 00352 for the year 2007.



AND WHEREAS thus by way of inheritance and by virtue of Gift, as depicted above said Sri Subir Kumar Singha, Sri Samir Kumar Singha, Sri Swapan Kumar Singha, Sri Sanjay Kumar Singha, Sri Partha Sarathi Singha, the Land Owners herein, become the absolute joint owners of all that the said 47 Decimals of land, more or less, along with pucca dwelling house standing thereon, lying and situated at Mouza – Noapara, J. L. No.- 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 29, R. S. Dag No – 197 under C. S. & R. S. Khatian No. – 347, lying within the limits of local Barasat Municipality, under Ward No. – 3, Holding No. – 391/506, premises at Deshbandhu Road, Noapara, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, and they also got their names duly recorded in the records of present L. R. Settlement Operation and their names has been recorded in the present L. R. Settlement Operation in the following manner :-

Mouza - Noapara, J. L. No. – 83, R. S. Khatian No. – 347,

| Name                  | L. R. Khatian No. | R. S. & L. R. Dag No. | Area of Land | Nature of Land |
|-----------------------|-------------------|-----------------------|--------------|----------------|
| Subir Kumar Singha    | 2396              | 197                   | 10.4 Dec.    | Bastu          |
| Partha Sarathi Singha | 2397              | 197                   | 10.4 Dec.    | Bastu          |
| Sanjoy Kumar Singha   | 2398              | 197                   | 10.4 Dec.    | Bastu          |
| Samir Kumar Singha    | 2399              | 197                   | 10.4 Dec.    | Bastu          |
| Swapan Kumar Singha   | 2400              | 197                   | 10.4 Dec.    | Bastu          |

AND WHEREAS in the mean-time it has been found that in the said Deed of Gift, being No. – 00352 of 2007, the Deed No. – “ 9742”, dated – 29/06/2060 has been written as “7942”, which has been corrected by a Registered Deed of

Declaration, being No. - 152507075, submitted on 30/11/2020 and registered on 01/12/2020 (Registered with the office of D. S. R. - III, North 24 Parganas, Barasat, Copied in Book No. - I, Volume No. - 1525-2020, Pages from 202879 to 202937, being No. - 152507075 for the year 2020, executed and registered by Sri Biswanath Mitra, Sri Somnath Mitra, both are sons of Late Dulal Mohan Mitra & Minati Mitra (The legal heirs of Minati Mitra as she died on 07/03/2013 intestate leaving behind Sri Biswanath Mitra, Sri Somnath Mitra as her legal heirs and successors), Smt. Mala Dey, wife of Sri Samarendra Nath Dey, Smt. Supti Sarkar, wife of Sri Monoranjan Sarkar, Smt. Rakhi Paul, wife of Dr. Sankar Narayan Paul & Smt. Sikha Mukherjee, wife of Sri Anjan Mukherjee, and the said Deed of Declaration was registered in favour of Sri Subir Kumar Singha, Sri Samir Kumar Singha, Sri Swapan Kumar Singha, Sri Sanjoy Kumar Singha & Sri Partha Sarathi Singha.

AND WHEREAS thus in the manner as depicted above said Sri Subir Kumar Singha, Sri Samir Kumar Singha, Sri Swapan Kumar Singha, Sri Sanjoy Kumar Singha & Sri Partha Sarathi Singha, the Land Owners herein, become the absolute joint owners of all that piece and parcel of "BASTU" land measuring an area of 47 (Forty Seven) Decimals, be the same a little more or less, along with pucca dwelling house standing thereon lying and situated at Mouza - Noapara, J. L. No.- 83, Re. Sa. No. - 137, Pargana - Anowarpur, Touzi No. - 146, comprised in C. S. Dag No. - 29, R. S. & L. R. Dag No - 197 under C. S. & R. S. Khatian No. - 347, corresponding to L. R. Khatian No. - 2396 (Stands in the name of Subir Kumar Singha), 2397 (Stands in the name of Partha Sarathi Singha), 2398 (Stands in the name of Sanjoy Kumar Singha), 2399 (Stands in the name of Samir Kumar Singha) & 2400 (Stands in the name of Swapan Kumar Singha), lying within the limits of local Barasat Municipality, under Ward No. - 3, Holding No. - 391/506, premises at Deshbandhu Road, Noapara, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas, Kolkata - 700125, and they jointly have been possessing



and enjoying the same peacefully without interruption of others and the said property is free from all encumbrances, charges, liens, mortgages whatsoever.

5.2. **Desire of Development of the land & Acceptance:** The said SRI SUBIR KUMAR SINHA alias SUBIR KUMAR SINGHA, SRI SAMIR KUMAR SINHA alias SAMIR KUMAR SINGHA, SRI SWAPAN KUMAR SINHA alias SWAPAN KUMAR SINGHA, SRI SANJOY KUMAR SINHA alias SANJOY KUMAR SINGHA & SRI PARTHA SARATHI SINHA alias PARTHA SARATHI SINGHA, the Land Owners herein, express their desire to develop the aforesaid land measuring 47 (Forty Seven) Decimals, be the same a little more or less, by constructing multi-storied building thereon in accordance with the building plan to be sanctioned by the Barasat Municipal Authority or any other competent authority, and the Developer have accepted the said proposal and the Land Owners have decided to enter into the present Joint Venture Agreement with the Developer herein for the said property more fully written and described in the First Schedule hereunder written,

6. **Power of Attorney:** For the smooth running of the said project, the Land Owners herein agreed to execute a registered Development Power of Attorney, by which the Land Owners herein will appoint and nominate DAS CONSTRUCTION, a partnership Firm having its registered Office at C/o Smt. Jyotsna Mitra, Mantu Das Sarani, North-East Napara, P. O. – Napara, Holding No. – 681, P. S. – Barasat, District – North 24 Parganas, Kolkata - 700125, represented by its partners namely

1. SRI ANUP KUMAR DAS, son of Late Bhuban Chandra Das,
2. SMT. SOMA DAS, wife of Sri Tarak Chandra Das, the Developer herein, as their Constituted Attorney, to act on behalf of the Land Owners and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owners and also to appear before the

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

**DEFINITION:**

- 5.2 Building : Shall mean multi storied new building so to be constructed on the said property.
- a. Name of the Building : shall mean the new multi storied building (G + 3) so mentioned in above shall be named and called under the name and style of "SUNEER ENCLAVE" as preferred exclusively by the Second Part/Developer so agreed and consented by the First Part/Land Owners. The Developer will use, quote, mention & apply the said name "SUNEER ENCLAVE" in everywhere; wherever it need to use, quote, mention & apply for the proposed project work & any work related to it.
- 5.3 Common Facilities & Amenities: Shall mean and include corridors, hall ways, stairways, internal and external passages, passage-ways, pump house, ultimate roof of the building, entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 5.4 Saleable Space : Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Land Owners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 5.5 Land Owners' Consideration : Shall mean the consideration against the project by the Land Owners.



5.6 Land Owners' Cash Consideration: Shall mean the Developer shall pay adjustable, non-forfeited amount of a sum of Rs. 45,00,000/- (Rupees Forty Five Lakhs) only to the land owners herein, in the following manner:-

- i) The Developer already paid to the tune of Rs. 1,00,000/- (Rupees One Lakh) Only prior to Registration of this Development Agreement.
- ii) The Developer will further pay to the tune of Rs. 30,00,000/- (Rupees Thirty Lakhs) only at the time of Registration of Development Agreement and Development Power of Attorney.
- iii) The Developer will further pay the rest amount to the tune of Rs. 14,00,000/- (Rupees Fourteen Lakhs) only after the Second Floor roof Casting.

❖ It is required to mention here that said amount of Rs. 45,00,000/- (Rupees Forty Five Lakhs) only will be adjusted with the area of land owners allocation and the adjusted rate of per sq.ft. will be determined later by and between the parties herein and the said adjusted area will be treated as the DEVELOPER'S ALLOCATION.

5.7 Land Owners' Allocation : It is agreed by and between the parties to this agreement that the Land Owners will get the 33% (Thirty Three Percent) of the sanctioned area in the said proposed multi-storied building as will be sanctioned by the Barasat Municipality and the proposed multi storied building to be constructed together with proportionate undivided share of the land and common facilities and amenities as will be available in the new building. And the space allocation will be as follows :-

| Tower   | Floor        | Description                                                                                   |
|---------|--------------|-----------------------------------------------------------------------------------------------|
| Tower I | Ground Floor | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the South-East Corner |

|                                                                                                                                |              |                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------|
| Tower I                                                                                                                        | First Floor  | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the South-West Corner |
| Tower I                                                                                                                        | First Floor  | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the North-East Corner |
| Tower I                                                                                                                        | Second Floor | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the South-East Corner |
| Tower I                                                                                                                        | Second Floor | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the North-West Corner |
| Tower I                                                                                                                        | Third Floor  | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the North-West Corner |
| Rest Owners allocation, if any left, will be given from the Tower – II and/or from the Tower – III and/or from the Tower – IV. |              |                                                                                               |

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

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

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



- 5.11 **Building Plan** : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the Barasat Municipality in the names of the Land Owners for construction of the building including its modification and amenities and alterations. Any such modification and/or alternations of owner's allocation intended to be carried out by the Developer must be brought into the prior notice of the Land Owners.
- 5.12 **Built Up Area (For any Individual Unit)**: Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.
- 5.13 **Covered Area (For any Individual Unit)** : Here covered area means total built up area for any unit plus proportionate share of stairs, lobby and lift areas and other common areas.
- 5.14 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.
- 5.15 **Advocate** : All the legal/ papers/ documentation/ registration works regarding the said project will be done by the Advocate appointed by the Developer herein, and the Land Owners herein unanimously accept the same.

#### **DEVELOPER, PROMOTER'S RIGHTS**

- 5.16 **Authority of Developer**: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement,
- 5.17 **Right of Construction** : The Land Owners hereby grant permission an exclusive right to the Developer to build new building upon the project property.

- 5.18 **Right of Dismantling the existing Structure :** The Land Owners hereby grant permission an exclusive right to demolish the existing old one storied structure to build new building upon the project property, and after dismantling the old structure all materials will belong to the Developer.
- 5.19 **Construction Cost:** The Developer shall carry out total construction work of the present building at their own costs and expenses, No liability on account of construction cost will be charged from Land Owners' Allocation,
- 5.20 **Sale Proceeds of Developers Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 5.21 **Booking & Agreement for Sale:** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Land Owners as a Power of Attorney Holder, All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Land Owners. It is pertinent to mention here that without handover the "owner's allocation" to the land owners, the Developer cannot execute any registered deed of conveyance of the Units/ Apartment's to the prospective buyers falling under the Developer Allocation and/ or cannot handover the physical possession of the Units/ Apartment's falling under the Developer Allocation.
- 5.22 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Land Owners.
- 5.23 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from



the Land Owners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

**5.24 Possession to the Land Owners:** On completion of the project the Developer will handover undisputed possession of the Land Owners' Allocation Together With all rights of the common facilities and amenities to the Land Owners with Possession Letter.

**5.25 Possession to the intending purchaser:** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holder of the Land Owners.

**5.26 Deed of Conveyance:** The Deed of Conveyance will be signed by the Developer in connection with Developer's Allocation on behalf of and as representatives and registered Power of Attorney Holder of the Land Owners.

## **6 CONSIDERATION:**

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

## **7 DEALING OF SPACE IN THE BUILDING:**

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

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

Allocation. However the Developer shall not handover the possession of Developer's Allocation to any party until the delivery of Land Owners' allocation to the Land Owners.

8 **POWER AND PROCEDURE:**

The Owners undertake to execute Registered Development Power of Attorney in respect of the Developer's allocation to the Developer on the same date and/or within 30 (Thirty) days after Execution of this Development Agreement in the name and on behalf of the Owners for entering into an agreement for sale of the developer allocations, and to appear before Registrar of Assurances, Kolkata, District Registrar, Sub-Registrar, Additional Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute and admit all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on the land owners behalf and to do all other acts and deeds in that behalf as the Developer may deem necessary, expedient and proper.

9 **NEW BUILDING:**

- 9.1 **Completion of Project :** The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 9.2 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self-contained apartments and constructed for sale of flats therein on Ownership basis and as mutually agreed upon,



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

9.4 **Taxes & Other Taxes of the Property :** The Land Owners shall pay and clear up all the arrears on account of taxes and outgoing of the said property up to the date of this agreement. And after that the Developer will pay will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and till allocation. From the date of completion and allocation of the floor area between the Land Owners and the Developer the taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Land Owners, by the Developer and / or their nominees and the Land Owners and / or their nominee / nominees respectively,

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

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

**11. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS:**

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

11.2. **Payment of Taxes :** Within 30 days from the receive possession of Land Owners' Allocation and at all times there after the

Land Owners shall be exclusively responsible for payment of all property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Land Owners' Allocation only.

- 11.3. **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Land Owners shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners' Association, the service charges for the common facilities in the new building payable in respect of the Land Owners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time,

## **12. COMMON RESTRICTION:**

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

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



- 12.1.2. Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 12.1.3. Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all the terms and conditions on their respective part to be observed and / or performed,
- 12.1.4. Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation,
- 12.1.5. The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.
- 12.1.6. No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 12.1.7. Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

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

**13. LANDOWNERS OBLIGATION:**

**13.1. No Interference:**

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

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

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

**14. DEVELOPERS OBLIGATIONS:**

**14.1. Time Schedule of Handing Over Land Owners Allocation:** The Developer hereby agree and covenant with the Land Owners to handover Land Owners' Allocation (more fully described in the Second Schedule hereunder written) within 36 (Thirty Six) Months from the date of getting the sanction plan from the local Barasat Municipality, failing which another 06 (Six) Months will be given as grace period.

**14.2. Penalty:** If the Land Owners' Allocation will not be delivered within the stated period, the Developer shall be liable to pay compensation the



Land Owners @ Rs. 25,000/- (Rupees Five Thousand) Only per Month (Rs. 5,000/- Only per month to each Land Owner) till the date of hand over the Owner's Allocation.

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

15. **LANDOWNERS' INDEMNITY**

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

16. **DEVELOPERS INDEMNITY:**

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

17. **MISCELLANEOUS:**

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

- 17.2. **Not specified Premises:** It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Land Owners and various applications and other documents may be required to be signed or made by the Land Owners related to which specific provisions may not have been mentioned herein. The Land Owners hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Land Owners shall execute any such additional power of attorney and / or authorization as may be required by the Developer for any such purposes and the Land Owners also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Land Owners and / or against the spirit of these presents.
- 17.3. **Right to Amalgamate :** The Developer can amalgamate the said land with adjacent plot or plots of land without violating the rights and/or interest of land Owners, and in that event the present land Owners will co-operate with the Developer in every aspects.
- 17.4. **Not Responsible :** The Land Owners shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Land Owners indemnified against all actions, suits, proceedings, costs,, charges and expenses in respect thereof. If in course of construction of the proposed building any accident / casualties take place resulting in criminal and civil litigations for which the Owners may be required to pay any compensation to any party sustaining such injury, the same shall be borne by the promoter



absolving the Owners of such responsibility and the Owners will not be entangled in any manner whatsoever in this regard.

- 17.5. **Process of Issuing Notice:** Any notice required to be given by the Developer to the Land Owners shall without prejudice to any other mode of service available be deemed to have been served on the Land Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Land Owners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 17.6. **Formation of Association:** After the completion of the said building and receiving peaceful possession of the allocation, the Land Owners hereby agree to abide by all the rules and regulations to be framed by any society / association who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given his consent to abide by such rules and regulations.
- 17.7. **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Land Owners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Land Owners nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the Land Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof. The Developer will be entitled to seek financing of the Project (Project Finance) by a Bank/ Financial Institution (Banker) only on the strength

of the Security of the Developer's Allocation in the said project and the construction work-in-progress/ receivables to the extent pertaining to the Developer's Allocation Only.

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

17.9. **Roof /Terrace:** The entire roof/terrace of the building shall belong to the Land Owners, Flat Owners and the Developer proportionately. If by virtue of any change, the Barasat Municipality allows any further construction to be made on the said terrace, such construction shall be made by the Developer at his/her/ their own costs and expenses and the area so to be constructed shall be shared by the Developer and the land Owner hereto as per the discussion or negotiation and in such event the ultimate roof shall belong to each of the flat Owner's/ Occupier's according to each of their proportionate share at the said premises as agreed hereto.

#### 18. **DEFAULTS:**

The following shall be the events of default:-

- a) If the Developer fails to construct, erect and complete the new building within the time and in the manner contained herein.
- b) If the Developer fails to comply with any other obligations contained herein.
- c) If the Land Owners fail to comply with any other obligations contained herein.
- d) In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the



defaulting party to comply with its obligation in default within the time and in the manner to be mentioned in the said notice.

- e) In case of the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party, after which the aggrieved party shall be entitled to refer the matter to arbitration or terminate this agreement.

**19. FORCE MAJEURE:**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

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

**20. DISPUTES:**

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

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

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

**Binding Effect :** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and

evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

**21. LEGAL SERVICE :**

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

**22. ENTIRE AGREEMENT**

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

**23. AMENDMENT/MODIFICATION:**

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

**24. JURISDICTION:** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of a plot of BASTU land measuring an area of 47 (Forty Seven) Decimals, be the same a little more or less, along with cemented finished flooring two storied pucca dwelling house standing thereon measuring an area of 2600 sq.ft. (M/L) (1300 sq.ft. on each floor) lying and situated at Mouza - Noapara, J. L. No.- 83, Re. Sa. No. - 137, Pargana - Anowarpur, Touzi No. - 146, comprised in C. S. Dag No. - 29, R. S. & L. R. Dag No - 197 under C. S. & R. S. Khatian No. - 347, corresponding to L. R. Khatian No. - 2396 (Stands in the name of Subir Kumar Singha), 2397 (Stands in the name of Partha Sarathi Singha), 2398 (Stands in the name of Sanjoy



Kumar Singha), 2399 (Stands in the name of Samir Kumar Singha) & 2400 (Stands in the name of Swapan Kumar Singha), lying within the limits of local Barasat Municipality, under Ward No. – 3, Holding No. – 391/506, premises at Deshbandhu Road, Noapara, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, Kolkata – 700125, which is butted and bounded as follows: -

ON THE NORTH : 12 feet wide Deshbandhu Road.

ON THE SOUTH : Land of Santosh Ganguly.

ON THE EAST : Land of Biplab Mitra & Proloy Mitra.

ON THE WEST : Dr. Samaresh Dutta & Nimai Chandra Mondal.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**LAND OWNERS' ALLOCATION:** It is agreed by and between the parties to this agreement that the Land Owners will get the 33% (Thirty Three Percent) of the sanctioned area in the said proposed multi-storied (G + 3) building as will be sanctioned by the Barasat Municipality and the proposed multi storied building to be constructed together with proportionate undivided share of the land and common facilities and amenities as will be available in the new building. And the space allocation will be as follows :-

| <u>Tower</u> | <u>Floor</u> | <u>Description</u>                                                                            |
|--------------|--------------|-----------------------------------------------------------------------------------------------|
| Tower I      | Ground Floor | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the South-East Corner |
| Tower I      | First Floor  | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the South-West Corner |
| Tower I      | First Floor  | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the North-East Corner |

|                                                                                                                                |              |                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------|
| Tower I                                                                                                                        | Second Floor | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the South-East Corner |
| Tower I                                                                                                                        | Second Floor | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the North-West Corner |
| Tower I                                                                                                                        | Third Floor  | One 2BHK flat, measuring a covered area of 850 sq.ft., more or less, at the North-West Corner |
| Rest Owners allocation, if any left, will be given from the Tower – II and/or from the Tower – III and/or from the Tower – IV. |              |                                                                                               |

- It is also settled that except the Land Owners' Allocation as described above, the Land Owners will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the developer.
- The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

#### **THE THIRD SCHEDULE ABOVE REFERRED TO**

##### **[Developer's Allocation]**

**DEVELOPERS ALLOCATION:** Shall mean all the remaining share of the multi (G + 3) storied building (excluding Land Owners' Allocation as described above) together with proportionate share of the land underneath along with the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer after providing the Land Owners' Allocation as aforesaid and



together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute Owners thereof.

#### THE FOURTH SCHEDULE ABOVE REFERRED TO

##### [Common Area & facilities]

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

1. Stair Case/Lift facility.
2. Main Gate.
3. Pump.
4. Deep-Tube Well if any.
5. Electric main line (except Electric Meter).
6. Service Areas and all vacant space etc.
7. Lift & Lift Room.
8. Access to the common rights of top roof whatever and whenever existing.

#### THE FIFTH SCHEDULE ABOVE REFERRED TO

##### [Specification for Construction]

The construction to be made and equipment, fittings and fixtures to be installed provided in the building shall be new and of an average good quality and workmanship and, according to the plan and advice of the Architects and specification are in the follows:

|            |   |                                                                                                                                                                                                                                                                                   |
|------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FOUNDATION | : | R.C.C Foundation and framed structure for Ground & all floors.                                                                                                                                                                                                                    |
| WALLS      | : | Brick Walls 5" outside and 5" inside with cement mortar, Only kitchen and Toilet partition wall be 3", Every flat will consist One Box Window & One Brick Built Box Almirah, inside wall plaster of perish and one coated primer, External wall plaster and will be weather coat. |

|                     |   |                                                                                                                                                                                                                                                                             |
|---------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FLOORS              | : | Marble floor & 6 inch skirting on all sides. Bathroom floor will be Marble and Glazed tiles up to Door Level.                                                                                                                                                               |
| DOORS               | : | Frame of wood and main door's and all inside doors will be provided with ply fluss doors. Toilet and Kitchen Door & Frame will be P. V. C.                                                                                                                                  |
| WINDOW              | : | Window will be made of Aluminum Sliding and shutter with (3mm) glass panel and grill. Balcony Half Steel Grill with one coated primer.                                                                                                                                      |
| SANITARY & PLUMBING | : | Concealed P.V.C. Lines, provided all water line and sewerage line provided by P.V.C. Pipe all sanitary and plumbing material will be made of good quality.                                                                                                                  |
| KITCHEN             | : | Kitchen platform with build in stainless steel sink and 2' glazed tile from Kitchen Counter Top, only kitchen counter portion with black stone cooking platform.                                                                                                            |
| WATER SUPPLY        | : | Roof top R. C. C. water tank for drinking water from submersible pump.                                                                                                                                                                                                      |
| TOILET              | : | Bathroom floor will be Marble and Glazed tiles up to Door Level, One white normal basin will be provided and One Indian Pan and One Commode. Two Tap Point, One Commode flush Point & One Shower in Master Bathroom and Two Tap point & One flush Point in common Bathroom. |
| LIGHT POINTS        | : | for every flat of the Owners as per allocation<br>Bed Room:-<br>One fan (shilling) point<br>One fan (table) point<br>Three light points<br>Three plug points<br>One night lamp point                                                                                        |



|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | <p>One indicator point</p> <p>One A. C. Point in Master Bedroom without concealed wire &amp; accessories.</p> <p><b>Dining/Drawing Room :-</b></p> <p>One fan (shilling) point</p> <p>One fan (table) point</p> <p>Three light points</p> <p>One basin light point</p> <p>Two plug points</p> <p>One night lamp point</p> <p>One indicator point</p> <p>One Freeze Point</p> <p><b>Kitchen :-</b></p> <p>One Light Point</p> <p>One Exhaust Point</p> <p>Two Plug point (each 15 amp. Plug point)</p> <p><b>Bathroom :-</b></p> <p>One Light Point</p> <p>One Exhaust fan Point</p> <p>One gæzer Point in Master Bathroom.</p> <p><b>Balcony :-</b></p> <p>One light point</p> <p>Two plug point</p> <p><b>Others :-</b></p> <p>One Calling Bell Point in every flat.</p> <p>One light point outside the main door</p> <p>All points will be control by the M. C. B. (circuits) and the wiring will be concealed wiring. Total 30 Nos.(approx.) of electrical points will be provide for each flat all the materials will be used of Good Quality.</p> |
| LIFT | : Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

• ADDITIONAL SPECIFICATIONS AT EXTRA COST WITH PRIOR INTIMATION.

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

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

SIGNED & DELIVERED in presence of following Witnesses:

1. Sanchita Sinha  
Latika Apartment,  
R.B.C Road, Barasat,  
KOL - 700124
2. Jyoti Ch. Das  
Hogana, Barasat  
KOL - 700124

1. Subir Kumar Sinha alias Subir Kumar Singh  
Samir Kumar Sinha alias Samir Kumar Singh
- 2.
3. Swapan Kr. Sinha  
alias Swapan Kr. Sinha
4. Ranjoy Kumar Sinha alias  
Ranjit Kumar Sinha.
5. অবসার অফিস ৩৪২ নম্বর অফিস ৩৪২

DRAFTED BY:

Shreyasee Biswas

Advocate

District Judges' Court, Barasat

North 24 Parganas.

**Shreyasee Biswas**  
Advocate

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

Enroll. No.- F/628/382/2012

Drafted by :-

Barasat.

SIGNATURE OF THE LAND OWNERS

DAS CONSTRUCTION

Anup Kr Das

Partner

DAS CONSTRUCTION

Soumitra

Partner

SIGNATURE OF THE DEVELOPER



### MEMO OF CONSIDERATION

Received Rs. 31,00,000/- (Rupees Thirty One Lakhs) only by the Land Owners herein, as part adjustable consideration amount out of total adjustable consideration amount of Rs. 45,00,000/- (Rupees Forty Five Lakhs) only as per schedule below:-

| <u>Cheque No./ Cash</u> | <u>Name of Bank/ Branch</u>                                                       | <u>Date</u> | <u>Amount</u>  |
|-------------------------|-----------------------------------------------------------------------------------|-------------|----------------|
| 030601                  | Union Bank/ Barasat Br. in favour of SRI SUBIR KUMAR SINGHA (SINHA)               | 14/08/2019  | Rs.20,000/-    |
| 030602                  | Union Bank/ Barasat Br. in favour of SRI SAMIR KUMAR SINGHA (SINHA)               | 14/08/2019  | Rs.20,000/-    |
| 030603                  | Union Bank/ Barasat Br. in favour of SRI SWAPAN KUMAR SINGHA (SINHA)              | 14/08/2019  | Rs.20,000/-    |
| 030604                  | Union Bank/ Barasat Br. in favour of SRI SANJAY KUMAR SINGHA (SINHA)              | 14/08/2019  | Rs.20,000/-    |
| 030605                  | Union Bank/ Barasat Br. in favour of SRI PARTHA SARATHI SINGHA (SINHA)            | 14/08/2019  | Rs.20,000/-    |
| -                       | Through RTGS, No. - UBINH20337295345 in favour of SRI SUBIR KUMAR SINGHA (SINHA)  | 02/12/2020  | Rs. 2,75,000/- |
| 077885                  | Union Bank/ Barasat Br. in favour of SRI SUBIR KUMAR SINGHA (SINHA)               | 03/12/2020  | Rs. 3,00,000/- |
| -                       | Through RTGS, No. - UBINH20337295315 in favour of SRI SAMIR KUMAR SINGHA (SINHA)  | 02/12/2020  | Rs. 2,75,000/- |
| 077886                  | Union Bank/ Barasat Br. in favour of SRI SAMIR KUMAR SINGHA (SINHA)               | 03/12/2020  | Rs. 3,00,000/- |
| -                       | Through RTGS, No. - UBINH20334294846 in favour of SRI SWAPAN KUMAR SINGHA (SINHA) | 02/12/2020  | Rs. 2,75,000/- |
| 077887                  | Union Bank/ Barasat Br. in favour of SRI SWAPAN KUMAR SINGHA (SINHA)              | 03/12/2020  | Rs. 3,00,000/- |
| -                       | Through RTGS, PO-000172327840 in favour of SRI SANJAY KUMAR SINGHA (SINHA)        | 02/12/2020  | Rs. 2,75,000/- |
| 077888                  | Union Bank/ Barasat Br. in favour of SRI SANJAY KUMAR SINGHA (SINHA)              | 03/12/2020  | Rs. 3,00,000/- |
| -                       | Through RTGS, PO-000172328667 in favour of SRI PARTHA SARATHI SINGHA (SINHA)      | 02/12/2020  | Rs. 2,75,000/- |
| 077889                  | Union Bank/ Barasat Br. in favour of SRI PARTHA SARATHI SINGHA (SINHA)            | 03/12/2020  | Rs. 3,00,000/- |

|         |                                                |            |                 |
|---------|------------------------------------------------|------------|-----------------|
| By Cash | In favour of SRI SUBIR KUMAR SINGHA (SINHA)    | 03/12/2020 | Rs. 25,000/-    |
| By Cash | In favour of SRI SAMIR KUMAR SINGHA (SINHA)    | 03/12/2020 | Rs. 25,000/-    |
| By Cash | In favour of SRI SWAPAN KUMAR SINGHA (SINHA)   | 03/12/2020 | Rs. 25,000/-    |
| By Cash | In favour of SRI SANJAY KUMAR SINGHA (SINHA)   | 03/12/2020 | Rs. 25,000/-    |
| By Cash | In favour of SRI PARTHA SARATHI SINGHA (SINHA) | 03/12/2020 | Rs. 25,000/-    |
| Total - |                                                |            | Rs. 31,00,000/- |

Total Rupees Thirty One Lakhs only

WITNESSES:-

1. Sanchita Sinha  
Latika Appartment,  
R.B.C Road, Barasat,  
KOL - 700124
2. Jagan PR. Das  
Kanjivara, Barasat  
How 325 24 Pgs.

1. Subir Kumar Sinha alias Subir Kumar Sinha
2. Samir Kumar Sinha alias Samir Kumar Sinha
3. Swapan Kr. Sinha  
alias - Swapan Kr. Sinha
4. Sanjay Kumar Sinha alias  
Sanjay Kumar Sinha.
5. Partha Sarathi Sinha alias Partha Sarathi Sinha

SIGNATURE OF THE LAND  
OWNERS



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

(1) Name **SRI SUBIR KUMAR SINHA** alias **SUBIR KUMAR SINGHA**

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



*Subir Kumar Sinha alias Subir Kumar Singha*

*Subir Kumar Sinha alias Subir Kumar Singha*  
Signature of the Presentant

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

(2) Name **SRI SAMIR KUMAR SINHA** alias **SAMIR KUMAR SINGHA**

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



*Samir Kumar Sinha alias Samir Kumar Singha*

*Samir Kumar Sinha alias Samir Kumar Singha*  
Signature of the Presentant

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

(3) Name **SRI SWAPAN KUMAR SINHA** alias **SWAPAN KUMAR SINGHA**

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



*Swapan Kumar Sinha alias Swapan Kumar Singha*

*Swapan K. Sinha alias Swapan K. Singha*  
Signature of the Presentant

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

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

# UNDER RULE 44A OF THE I. R. AC

(1) SRI SANJOY KUMAR SINHA alias SANJOY KUMAR SINGHA

Name

Status - Presentant



alias Sanjoy Kumar Sinha.  
alias Sanjoy Kumar Singha

| LEFT HAND FINGER PRINTS |      |        |      |       |
|-------------------------|------|--------|------|-------|
| LITTLE                  | RING | MIDDLE | FORE | THUMB |
|                         |      |        |      |       |

| RIGHT HAND FINGER PRINTS |      |        |      |        |
|--------------------------|------|--------|------|--------|
| THUMB                    | FORE | MIDDLE | RING | LITTLE |
|                          |      |        |      |        |

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

Sanjoy Kumar Sinha alias Sanjoy Kumar Singha

Signature of the presentant

(2) SRI PARTHA SARATHI SINHA alias PARTHA SARATHI SINGHA

Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian



শ্রী পার্থ সারথী সিনহা  
বর্তমান পার্থ সারথী সিংহ

| LEFT HAND FINGER PRINTS |      |        |      |       |
|-------------------------|------|--------|------|-------|
| LITTLE                  | RING | MIDDLE | FORE | THUMB |
|                         |      |        |      |       |

| RIGHT HAND FINGER PRINTS |      |        |      |        |
|--------------------------|------|--------|------|--------|
| THUMB                    | FORE | MIDDLE | RING | LITTLE |
|                          |      |        |      |        |

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

শ্রী পার্থ সারথী সিনহা  
বর্তমান পার্থ সারথী সিংহ

Signature of the Presentant/Executant

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



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

(1) SRI ANUP KUMAR DAS

Name

Status - Presentant



| LEFT HAND FINGER PRINTS |      |        |      |       |
|-------------------------|------|--------|------|-------|
| LITTLE                  | RING | MIDDLE | FORE | THUMB |
|                         |      |        |      |       |

| RIGHT HAND FINGER PRINTS |      |        |      |        |
|--------------------------|------|--------|------|--------|
| THUMB                    | FORE | MIDDLE | RING | LITTLE |
|                          |      |        |      |        |

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

**DAS CONSTRUCTION**  
*Anup Kumar Das*  
 Partner

Signature of the presentant

(2) SMT. SOMA DAS

Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Tester



| LEFT HAND FINGER PRINTS |      |        |      |       |
|-------------------------|------|--------|------|-------|
| LITTLE                  | RING | MIDDLE | FORE | THUMB |
|                         |      |        |      |       |

| RIGHT HAND FINGER PRINTS |      |        |      |        |
|--------------------------|------|--------|------|--------|
| THUMB                    | FORE | MIDDLE | RING | LITTLE |
|                          |      |        |      |        |

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

**DAS CONSTRUCTION**  
*Soma Das*  
 Partner

Signature of the Presentant/Executant

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





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

GRN: 19-202021-015448144-1

GRN Date: 03/12/2020 07:58:15

BRN: 500611973

Payment Mode Online Payment

Bank: Union Bank of India

BRN Date: 03/12/2020 07:59:17

DEPOSITOR'S DETAILS

Id No.: 2001587439/1/2020

[Query No./Query Year]

Name: Anup Kumar Das

Contact No.:

Mobile No.: +91 9674161796

E-mail:

Address: Manashatala Barasat

Applicant Name: Org LAWGICAL

Office Name:

Office Address:

Status of Depositor: Buyer/Claimants

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description                  | Head of A/C        | Amount[ ₹ ] |
|---------|--------------------|------------------------------------------|--------------------|-------------|
| 1       | 2001587439/1/2020  | Property Registration- Stamp duty        | 0030-02-103-003-02 | 35021       |
| 2       | 2001587439/1/2020  | Property Registration- Registration Fees | 0030-03-104-001-16 | 31021       |

Total

66042

In Words: Rupees, Sixty Six Thousand Forty Two only

### Major Information of the Deed

|                                                              |                                                                                                                                             |                                 |            |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------|
| Deed No :                                                    | I-1525-07206/2020                                                                                                                           | Date of Registration            | 03/12/2020 |
| Query No / Year                                              | 1525-2001587439/2020                                                                                                                        | Office where deed is registered |            |
| Query Date                                                   | 01/12/2020 7:59:59 PM                                                                                                                       | 1525-2001587439/2020            |            |
| Applicant Name, Address & Other Details                      | LAWGICAL<br>Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9674161796, Status :Solicitor firm       |                                 |            |
| 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 : 31,00,000/-] |                                 |            |
| Set Forth value                                              | Market Value                                                                                                                                |                                 |            |
| Rs. 2/-                                                      | Rs. 2,83,96,309/-                                                                                                                           |                                 |            |
| Stampduty Paid(SD)                                           | Registration Fee Paid                                                                                                                       |                                 |            |
| Rs. 40,021/- (Article:48(g))                                 | Rs. 31,053/- (Article:E, E, B)                                                                                                              |                                 |            |
| Remarks                                                      | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)                                              |                                 |            |

### Land Details :

District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: Deshbondhu Road, Mouza: Napara, . Ward No: 3, Holding No:391/506 JI No: 83, Pin Code : 700125

| Sch No        | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details                                           |
|---------------|-------------|----------------|---------------|---------|--------------|-------------------------|-----------------------|---------------------------------------------------------|
| L1            | RS-197      | RS-347         | Bastu         | Bastu   | 47 Dec       | 1/-                     | 2,64,95,059/-         | Width of Approach Road: 12 Ft., Adjacent to Metal Road, |
| Grand Total : |             |                |               |         | 47Dec        | 1 /-                    | 264,95,059 /-         |                                                         |

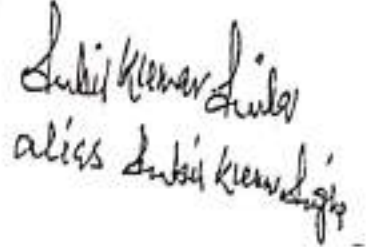
### Structure Details :

| Sch No                                                                                                                                                 | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1                                                                                                                                                     | On Land L1        | 2600 Sq Ft.       | 1/-                     | 19,01,250/-           | Structure Type: Structure |
| Gr. Floor, Area of floor : 1300 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete   |                   |                   |                         |                       |                           |
| Floor No: 1, Area of floor : 1300 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| Total :                                                                                                                                                |                   | 2600 sq ft        | 1 /-                    | 19,01,250 /-          |                           |

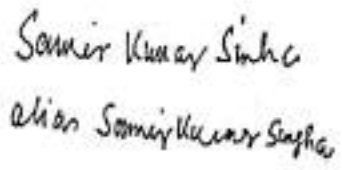


Land Lord Details :

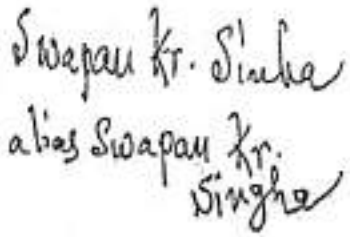
SI No Name, Address, Photo, Finger print and Signature

| SI No | Name                                                                                                                                                                                                                                            | Photo                                                                                           | Finger Print                                                                                            | Signature                                                                                         |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 1     | <b>Shri SUBIR KUMAR SINHA, (Alias: SUBIR KUMAR SINGHA)</b><br>(Presentant)<br>Son of Late Sudhir Kumar Singha (Sinha)<br>Executed by: Self, Date of Execution: 03/12/2020<br>, Admitted by: Self, Date of Admission: 03/12/2020 ,Place : Office | <br>03/12/2020 | <br>LTI<br>03/12/2020 | <br>03/12/2020 |

Ravechi Apartment, Flat No. - A/202, Plot - 14/15,, P.O:- Kopar Khairne, P.S:- THANE TOWN, District:-Thane, Maharashtra, India, PIN - 400709 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AMxxxxxx1R, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 03/12/2020 , Admitted by: Self, Date of Admission: 03/12/2020 ,Place : Office

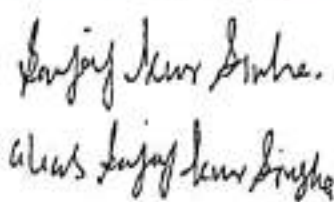
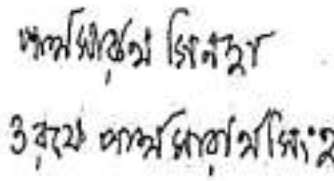
| SI No | Name                                                                                                                                                                                                                            | Photo                                                                                            | Finger Print                                                                                            | Signature                                                                                          |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| 2     | <b>Shri SAMIR KUMAR SINHA, (Alias: SAMIR KUMAR SINGHA)</b><br>Son of Late Sudhir Kumar Singha (Sinha)<br>Executed by: Self, Date of Execution: 03/12/2020<br>, Admitted by: Self, Date of Admission: 03/12/2020 ,Place : Office | <br>03/12/2020 | <br>LTI<br>03/12/2020 | <br>03/12/2020 |

MIG-I, Flat No. - 3A, Greenwood Park, P.O:- New Town, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700156 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ALxxxxxx1A, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 03/12/2020 , Admitted by: Self, Date of Admission: 03/12/2020 ,Place : Office

| SI No | Name                                                                                                                                                                                                                              | Photo                                                                                             | Finger Print                                                                                             | Signature                                                                                           |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 3     | <b>Shri SWAPAN KUMAR SINHA, (Alias: SWAPAN KUMAR SINGHA)</b><br>Son of Late Sudhir Kumar Singha (Sinha)<br>Executed by: Self, Date of Execution: 03/12/2020<br>, Admitted by: Self, Date of Admission: 03/12/2020 ,Place : Office | <br>03/12/2020 | <br>LTI<br>03/12/2020 | <br>03/12/2020 |



23, Ankur Society Opposite Vishal Nagar, Adajan Su, P.O:- Navyug College, P.S:- ADAJAN, District:-  
Surat, Gujarat, India, PIN - 395009 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of:  
India, PAN No.:: AMxxxxxx7M, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by:  
Self, Date of Execution: 03/12/2020  
Admitted by: Self, Date of Admission: 03/12/2020 ,Place : Office

| Name                                                                                                                                                                                                                                                                                                                                                                                                           | Photo                                                                                            | Finger Print                                                                                            | Signature                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Shri SANJOY KUMAR SINHA, (Alias: SANJOY KUMAR SINGHA)</b><br>Son of Late Sudhir Kumar Singha (Sinha)<br>Executed by: Self, Date of Execution: 03/12/2020<br>, Admitted by: Self, Date of Admission: 03/12/2020 ,Place : Office                                                                                                                                                                              | <br>03/12/2020  | <br>LTI<br>03/12/2020  | <br>03/12/2020  |
| Latika Apartment, 48, RBC Road, Prasadpur, P.O:- Barasat, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABxxxxxx2J, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 03/12/2020<br>, Admitted by: Self, Date of Admission: 03/12/2020 ,Place : Office |                                                                                                  |                                                                                                         |                                                                                                    |
| <b>Shri PARTHA SARATHI SINHA, (Alias: PARTHA SARATHI SINGHA)</b><br>Son of Late Sudhir Kumar Singha (Sinha)<br>Executed by: Self, Date of Execution: 03/12/2020<br>, Admitted by: Self, Date of Admission: 03/12/2020 ,Place : Office                                                                                                                                                                          | <br>03/12/2020 | <br>LTI<br>03/12/2020 | <br>03/12/2020 |
| Sitaram Apartment, B2, 12/3, Patel Colony, P.O:- Dangavada, P.S:- JAMNAGAR CITY, District:-Jamnagar, Gujarat, India, PIN - 361008 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMxxxxxx2D, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 03/12/2020<br>, Admitted by: Self, Date of Admission: 03/12/2020 ,Place : Office      |                                                                                                  |                                                                                                         |                                                                                                    |

#### Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                          |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>DAS CONSTRUCTION</b><br>C/o Smt. Jyotsna Mitra, Mantu Das Sarani, North-Ea, P.O:- Noapara, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700125 , PAN No.:: AAxxxxxx4H, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |



# Representative Details :

| Name, Address, Photo, Finger print and Signature                                                                                                                                                                                                                                                                          |                                                                                                                                                                                             |                                                                                                         |                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| No                                                                                                                                                                                                                                                                                                                        | Name                                                                                                                                                                                        | Photo                                                                                                   | Finger Print                                                                                            |
| 1                                                                                                                                                                                                                                                                                                                         | <b>Shri ANUP KUMAR DAS</b><br>Son of Late Bhuban Chandra Das<br>Date of Execution - 03/12/2020, , Admitted by: Self, Date of Admission: 03/12/2020, Place of Admission of Execution: Office | <br>Dec 3 2020 1:18PM  | <br>LTI<br>03/12/2020  |
| Signature: Anup Kumar Das<br>03/12/2020                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                             |                                                                                                         |                                                                                                         |
| Manashatala Road, P.O:- Barasat, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx5H, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of: DAS CONSTRUCTION (as Partner)    |                                                                                                                                                                                             |                                                                                                         |                                                                                                         |
| 2                                                                                                                                                                                                                                                                                                                         | <b>Smt SOMA DAS</b><br>Wife of Shri Tarak Chandra Das<br>Date of Execution - 03/12/2020, , Admitted by: Self, Date of Admission: 03/12/2020, Place of Admission of Execution: Office        | <br>Dec 3 2020 1:17PM | <br>LTI<br>03/12/2020 |
| Signature: Soma Das<br>03/12/2020                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                             |                                                                                                         |                                                                                                         |
| Manashatala Road, P.O:- Barasat, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx5E, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : DAS CONSTRUCTION (as Partner) |                                                                                                                                                                                             |                                                                                                         |                                                                                                         |

## Identifier Details :

| Name                                                                                                                                                                                                   | Photo                                                                                             | Finger Print                                                                                      | Signature                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>Smt Sanchita Sinha</b><br>Wife of Shri Sanjay Kumar Sinha<br>Latika Apartment, 48, RBC Road, Prasadpur, P.O:- Barasat, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 | <br>03/12/2020 | <br>03/12/2020 | Signature: Sanchita Sinha<br>03/12/2020 |
| Identifier Of Shri SUBIR KUMAR SINHA, Shri SAMIR KUMAR SINHA, Shri SWAPAN KUMAR SINHA, Shri SANJOY KUMAR SINHA, Shri PARTHA SARATHI SINHA, Shri ANUP KUMAR DAS, Smt SOMA DAS                           |                                                                                                   |                                                                                                   |                                         |

| Transfer of property for L1 |                           |                           |
|-----------------------------|---------------------------|---------------------------|
| Sl.No                       | From                      | To. with area (Name-Area) |
| 1                           | Shri SUBIR KUMAR SINHA    | DAS CONSTRUCTION-9.4 Dec  |
| 2                           | Shri SAMIR KUMAR SINHA    | DAS CONSTRUCTION-9.4 Dec  |
| 3                           | Shri SWAPAN KUMAR SINHA   | DAS CONSTRUCTION-9.4 Dec  |
| 4                           | Shri SANJOY KUMAR SINHA   | DAS CONSTRUCTION-9.4 Dec  |
| 5                           | Shri PARTHA SARATHI SINHA | DAS CONSTRUCTION-9.4 Dec  |

| Transfer of property for S1 |                           |                                     |
|-----------------------------|---------------------------|-------------------------------------|
| Sl.No                       | From                      | To. with area (Name-Area)           |
| 1                           | Shri SUBIR KUMAR SINHA    | DAS CONSTRUCTION-520.00000000 Sq Ft |
| 2                           | Shri SAMIR KUMAR SINHA    | DAS CONSTRUCTION-520.00000000 Sq Ft |
| 3                           | Shri SWAPAN KUMAR SINHA   | DAS CONSTRUCTION-520.00000000 Sq Ft |
| 4                           | Shri SANJOY KUMAR SINHA   | DAS CONSTRUCTION-520.00000000 Sq Ft |
| 5                           | Shri PARTHA SARATHI SINHA | DAS CONSTRUCTION-520.00000000 Sq Ft |



**Endorsement For Deed Number : I - 152507206 / 2020**

**On 03-12-2020**

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 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 11:40 hrs on 03-12-2020, at the Office of the D.S.R. - III NORTH 24-PARGANAS by Shri SUBIR KUMAR SINHA Alias SUBIR KUMAR SINGHA, one of the Executants.

**Certificate of Market Value (WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,83,96,309/-

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

Execution is admitted on 03/12/2020 by 1. Shri SUBIR KUMAR SINHA, Alias SUBIR KUMAR SINGHA, Son of Late Sudhir Kumar Singha (Sinha), Ravechi Apartment, Flat No. - A/202, Plot - 14/15,, P.O: Kopar Khairne, Thana: THANE TOWN, Thane, MAHARASHTRA, India, PIN - 400709, by caste Hindu, by Profession Business, 2. Shri SAMIR KUMAR SINHA, Alias SAMIR KUMAR SINGHA, Son of Late Sudhir Kumar Singha (Sinha), MIG-I, Flat No. - 3A, Greenwood Park, P.O: New Town, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by Profession Retired Person, 3. Shri SWAPAN KUMAR SINHA, Alias SWAPAN KUMAR SINGHA, Son of Late Sudhir Kumar Singha (Sinha), 23, Ankur Society Opposite Vishal Nagar, Adajan Su, P.O: Navyug College, Thana: ADAJAN, Surat, GUJARAT, India, PIN - 395009, by caste Hindu, by Profession Business, 4. Shri SANJOY KUMAR SINHA, Alias SANJOY KUMAR SINGHA, Son of Late Sudhir Kumar Singha (Sinha), Latika Apartment, 48, RBC Road, Prasadpur, P.O: Barasat, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by Profession Business, 5. Shri PARTHA SARATHI SINHA, Alias PARTHA SARATHI SINGHA, Son of Late Sudhir Kumar Singha (Sinha), Sitaram Apartment, B2, 12/3, Patel Colony, P.O: Dangavada, Thana: JAMNAGAR CITY, Jamnagar, GUJARAT, India, PIN - 361008, by caste Hindu, by Profession Business

Indetified by Smt Sanchita Sinha, , Wife of Shri Sanjay Kumar Sinha, Latika Apartment, 48, RBC Road, Prasadpur, P.O: Barasat, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession House wife

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

Execution is admitted on 03-12-2020 by Shri ANUP KUMAR DAS, Partner, DAS CONSTRUCTION (Partnership Firm), C/o Smt. Jyotsna Mitra, Mantu Das Sarani, North-Ea, P.O:- Noapara, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700125

Indetified by Smt Sanchita Sinha, , Wife of Shri Sanjay Kumar Sinha, Latika Apartment, 48, RBC Road, Prasadpur, P.O: Barasat, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession House wife

Execution is admitted on 03-12-2020 by Smt SOMA DAS, Partner, DAS CONSTRUCTION (Partnership Firm), C/o Smt. Jyotsna Mitra, Mantu Das Sarani, North-Ea, P.O:- Noapara, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700125

Indetified by Smt Sanchita Sinha, , Wife of Shri Sanjay Kumar Sinha, Latika Apartment, 48, RBC Road, Prasadpur, P.O: Barasat, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession House wife

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 31,053/- ( B = Rs 31,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 31,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 03/12/2020 7:59AM with Govt. Ref. No: 192020210154481441 on 03-12-2020, Amount Rs: 31,021/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 500611973 on 03-12-2020, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-  
by online = Rs 35,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 08, Amount: Rs.5,000/-, Date of Purchase: 02/12/2020, Vendor name: Sudip Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 03/12/2020 7:59AM with Govt. Ref. No: 192020210154481441 on 03-12-2020, Amount Rs: 35,021/-, Bank:  
Union Bank of India (UBIN0530166), Ref. No. 500611973 on 03-12-2020, Head of Account 0030-02-103-003-02

*dfnoli*

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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1525-2020, Page from 206948 to 207018  
being No 152507206 for the year 2020.



Digitally signed by ANANDA MOHAN  
NANDI  
Date: 2020.12.03 13:37:17 +05:30  
Reason: Digital Signing of Deed.

*Anandi*

(Ananda Mohan Nandi) 2020/12/03 01:37:17 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III NORTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)