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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 480848

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18/11/20

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Assistant District Sub-Registrar
Rajchhat New Town, North 24 Pgs.

DEVELOPMENT AGREEMENT

27 NOV 2020

1. Date : 18th November 2010
2. Place : Kolkata
3. Parties :
 - 3.1 PRABIR KUMAR SAHA
[PAN. AZSPS6841C]

Contd.....2

Sl. No.

Name

Address

Hs.

Kolkata Collection
11, New Subarnaree
Kolkata-1

Date

Pinaki Chattopadhyay
Advocate
Baraset Judges' Court
Reg. No: 75/501/94

Amal Kr. Saha
Licensed Solicitor
Vendor

- Soumen Ghosh

- 1 OCT 2018



7720

- Soumen Ghosh



7721

- Amal Kr. Saha



7722

- Ruma Saha



7723

- Puja Saha @
Puja Saha gajen



Additional District Sub-Registrar
Kolkata New Town, North 24 Pgs.

1/8 NOV 2018

[AADHAAR NO. 714687343169] [MOBILE NO. 8910601788], son of Late Rashbehari Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Atghara, Jhowtala, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

3.1.1 RUNU SAHA [PAN. DDGPS1385Q], [AADHAAR NO. 691504939587] & [MOBILE NO. 9830185566], wife of Prabir Kumar Saha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Atghara, Jhowtala, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

3.1.2 PRIYANKA SAHA @ PRIYANKA SAHA GAYEN [PAN. DMOPS6693G] [AADHAAR NO. 494158466521] & [MOBILE NO. 9830185566], wife of Ashis Gayen, daughter of Prabir Kumar Saha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Atghara, Jhowtala, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

Hereinafter jointly and collectively called and referred to as the "LANDOWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representative and assigns and nominee or nominees) of the ONE PART.

AND

3.2 PADMA DEVELOPER [PAN. AGRPG4353M], a Proprietorship Concern, having it's office address at Swapna Apartment, Ground Floor, Hatiara, Jhowtala, P.O. Hatiara, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by it's Proprietor namely SOUMEN GHOSH [PAN. AGRPG4353M], [AADHAAR NO. 361650255805] & [MOBILE NO. 9831558450], son of Late Sadhan Ghosh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Hatiara, Jhowtala, P.O. Hatiara, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his executors, administrators, representative, and assigns) of the OTHER PART.

Landowners 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 :

- 4.1.1 **Project Property :** ALL THAT piece and parcel of a demarcated plot of Bastu land measuring 5 (Five) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. be the same a little more or less including cemented flooring Tiles Shed measuring 200 Square feet more or less lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Baguiati, comprised in C.S. Dag No. 155, R.S./L.R. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, L.R. Khatian Nos. 2965, 2966, 2967, 3053, 3054 & 3055, A.D.S.R.O. Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/372/Bl-B, in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/165/BL-A/11-12 in Ward No. 12, [Atghara, Jhowtala, Kolkata -700157], in the District North 24 Parganas, West Bengal, morefully described in the First Schedule hereinafter written.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :

- 5.1 **Representations and Warranties Regarding Title :** The Landowners have made the following representation and given the following warranty to the Developer regarding title.

5.1.1 **CHAIN & TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) PRABIR KUMAR SAHA, (2) RUNU SAHA & (3) PRIYANKA SAHA @ PRIYANKA SAHA GAYEN, LAND OWNERS HEREIN, UNDER DEED NO. 11614 FOR THE YEAR 2017, AS FOLLOWS :**

- 5.1.1.1 **Absolute Ownership of (1) Karim Box Mondal & (2) Elejaan Bibi :** One (1) Karim Box Mondal, son of Late Echhmail Mondal & (2) Elejaan Bibi, wife of Late Echhmail Mondal were the absolute joint owners of land measuring 136 decimals more or less, comprised in C.S. Dag No. 155 under C.S. Khatian No. 50, in Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by way of inheritance, with other lands.

- 5.1.1.2 **Jointly Sale by the said (1) Karim Box Mondal & (2) Elejaan Bibi to Upendra Nath Dhali :** The said (1) Karim Box Mondal & (2) Elejaan Bibi jointly sold, transferred and conveyed the aforesaid land to one Upendra Nath Dhali, by the strength of a Registered Deed of Conveyance, registered on 15.06.1936, registered in the office of the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. 1, being Deed No. 1226 for the year 1936.
- 5.1.1.3 **Absolute Ownership of Upendra Nath Dhali under Deed No. 1226 for the year 1936 :** Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 1226 for the year 1936, the said Upendra Nath Dhali, became the absolute owner of the aforesaid land measuring 136 decimals more or less, comprised in C.S. Dag No. 155 under C.S. Khatian No. 50, in Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.1.4 **Demise of Upendra Nath Dhali :** While in absolute possession and absolute ownership over the aforesaid property, the said Upendra Nath Dhali died intestate, leaving behind his five sons namely (1) Gour Dhali, (2) Krishnapada Dhali, (3) Sudarshan Dhali, (4) Sarat Chandra Dhali & (5) Subodh Chandra Dhali as his heirs and successors in interest in respect of the aforesaid land left by the said Upendra Nath Dhali, since deceased.
- 5.1.1.5 **Absolute Joint Ownership & Record by Gour Dhali & Others :** Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased father, Upendra Nath Dhali, the said (1) Gour Dhali, (2) Krishnapada Dhali, (3) Sudarshan Dhali, (4) Sarat Chandra Dhali & (5) Subodh Chandra Dhali, became the absolute joint owners of the aforesaid land measuring 136 decimals more or less, comprised in C.S. Dag No. 155 under C.S. Khatian No. 50, in Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

After having absolute possession and absolute ownership over the aforesaid property, the said (1) Gour Dhali, (2) Krishnapada Dhali, (3) Sudarshan Dhali, (4) Sarat Chandra Dhali & (5) Subodh Chandra Dhali, duly recorded their names in the record of the Revisional Settlement, in R.S. Khatian No. 49, R.S. Dag No. 157.

- 5.1.1.6 **Demise of Gour Dhali :** The said Gour Dhali, son of Late Upendra Nath Dhali, died intestate, leaving behind his wife namely Golapi Dhali and three sons namely (1) Bibhuti

Bhusan Dhali, (2) Ananda Kumar Dhali & (3) Sunil Kumar Dhali as his heirs and successors in interest in respect of his share in the aforesaid property left by the said Gour Dhali, since deceased, in the estate of the said Upendra Nath Dhali, since deceased.

- 5.1.1.7 **Demise of Sudarshan Dhali** : The said Sudarshan Dhali, son of Late Upendra Nath Dhali died intestate, leaving behind his only wife namely Tarubala Dhani as his only heir and successor in interest in respect of his share in the aforesaid property, left by the said Sudarshan Dhali, since deceased, in the estate of the said Upendra Nath Dhali, since deceased.
- 5.1.1.8 **Demise of Krishnapada Dhali** : The said Krishnapada Dhali, son of Late Upendra Nath Dhali died intestate, leaving behind his only son namely Jitendra Nath Dhani as his only heir and successor in interest in respect of his share in the aforesaid property, left by the said Krishnapada Dhali, since deceased, in the estate of the said Upendra Nath Dhali, since deceased.
- 5.1.1.9 **Absolute Joint Ownership of Sarat Chandra Dhali & Others** : Thus on the basis of the aforesaid facts and circumstances, the said (1) Sarat Chandra Dhali, (2) Subodh Chandra Dhali, (3) Golapi Dhali, (3a) Bibhuti Bhusan Dhali, (3b) Ananda Kumar Dhali, (3c) Sunil Kumar Dhali, (4) Tarubala Dhali & (5) Jitendra Chandra Dhali, became the absolute joint owners of the aforesaid land measuring 136 decimals more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, in Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.1.10 **Jointly Sale by Sarat Chandra Dhali & Others to Sankar Mondal** : The said (1) Sarat Chandra Dhali, (2) Subodh Chandra Dhali, (3) Golapi Dhali, (3a) Bibhuti Bhusan Dhali, (3b) Ananda Kumar Dhali, (3c) Sunil Kumar Dhali, (4) Tarubala Dhali & (5) Jitendra Chandra Dhali, jointly sold, transferred and conveyed a plot of land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less out of their aforesaid joint possession/ownership, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, in Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, with other lands, to one Sankar Mondal, son of Sanyasi Mondal, by the strength of a Registered Deed of Conveyance, registered on 06.11.1984, registered in

the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. 1, being Deed No. 5977 for the year 1984.

- 5.1.1.11 **Sale by the said Sankar Mondal to Chaya Chakraborty** : The said Sankar Mondal sold, transferred and conveyed his aforesaid plot of land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, in Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Chaya Chakraborty, by the strength of a Registered Deed of Conveyance, registered on 14.12.1984, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. 1, Volume No. 113F, Pages 415 to 422, being Deed No. 7050 for the year 1984.
- 5.1.1.12 **Absolute Ownership of Chaya Chakraborty under Deed No. 7050 for the year 1984** : Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 7050 for the year 1984, the said Chaya Chakraborty became the absolute owner of the aforesaid land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, in Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.1.13 **Record by Chaya Chakraborty** : After having absolute possession and absolute ownership over the aforesaid property, the said Chaya Chakraborty duly recorded her name in the record of the L.R. Settlement, in L.R. Khatian No. 343/1, and also duly recorded and mutated her name in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No. AS/372/BL-B, Atghara, Jhowtala, Kolkata - 700157, in Ward No. 9.
- 5.1.1.14 **Demise of Chaya Chakraborty** : The said Chaya Chakraborty died intestate on 21.09.2016, leaving behind her husband namely Sankar Chakraborty and two sons namely (1) Suproakash Chakraborty & (2) Suprovas Chakraborty and only married daughter namely Sulekha Ghosal as her heirs and successors in interest in respect of the aforesaid land left by the said Chaya Chakraborty, since deceased.
- 5.1.1.15 **Demise of Sankar Chakraborty** : The said Sankar Chakraborty, husband of Late Chaya Chakraborty died intestate on 17.01.2017, leaving behind his aforesaid two sons

namely (1) Suprokash Chakraborty & (2) Suprovas Chakraborty and aforesaid only married daughter, Sulekha Ghosal as his heirs and successors in interest in respect of his share in the aforesaid land left by the said Sankar Chakraborty, in the estate of the said Chaya Chakraborty, since deceased.

- 5.1.1.16 **Absolute Joint Ownership of (1) Suprokash Chakraborty, (2) Suprovas Chakraborty & (3) Sulekha Ghosal** : Thus on the basis of the aforesaid facts and circumstances and on the basis of inheritance, the said (1) Suprokash Chakraborty, (2) Suprovas Chakraborty & (3) Sulekha Ghosal became the absolute joint owners of the aforesaid Sali land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, comprised in C.S. Dag No. 155, R.S./L.R. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, L.R. Khatian No. 343/1, in Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, having Holding No. AS/372/BI-B, Atghara, Jhowtala, Kolkata - 700157, in the District North 24 Parganas.
- 5.1.1.17 **Jointly Sale by the said (1) Suprokash Chakraborty, (2) Suprovas Chakraborty & (3) Sulekha Ghosal to the present owners, (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen** : The said (1) Suprokash Chakraborty, (2) Suprovas Chakraborty & (3) Sulekha Ghosal jointly sold, transferred and conveyed their aforesaid plot of land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, comprised in C.S. Dag No. 155, R.S./L.R. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, L.R. Khatian No. 343/1, in Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/372/BI-B, Atghara, Jhowtala, Kolkata - 700157, in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 12, in the District North 24 Parganas, to the present owners (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, by the strength of a Registered Deed of Conveyance, registered on 24.11.2017, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. 1, Volume No. 1523-2017, Pages 345871 to 345904, being Deed No. 152311614 for the year 2017.
- 5.1.1.18 **Absolute Joint Ownership of (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen under Deed No. 152311614 for the year 2017** : Thus on the basis of the aforementioned Registered Deed of Conveyance,

bearing Deed No. 152311614 for the year 2017, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, became the absolute joint owners of the aforesaid plot of land measuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less, comprised in C.S. Dag No. 155, R.S./L.R. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, L.R. Khatian No. 343/1, in Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/372/Bl-B, Atghara, Jhowtala, Kolkata - 700157, in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 12, in the District North 24 Parganas.

5.1.1.19 **L.R. Records :** After having absolute possession and absolute ownership over the aforesaid property, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, duly recorded their names in the record of the L.R. Settlement, as follows :

| <u>Name of the Owner</u> | <u>L.R. Khatian No.</u> |
|-------------------------------------|-------------------------|
| Prabir Kumar Saha | 2966 |
| Runu Saha | 2965 |
| Priyanka Saha @ Priyanka Saha Gayen | 2967 |

5.1.1.20 **Conversion of Land :** After recording their names, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen duly applied before the concerned BL&LRO Rajarhat, for conversion of land from 'Sali' to 'Bastu' and the concerned authority converted the nature of the said land from 'Sali' to 'Bastu' as follows :

| <u>Name</u> | <u>L.R. Dag No.</u> | <u>L.R. Khatian No.</u> | <u>Nature</u> | <u>Memo No.</u> | <u>Date</u> |
|-------------------|---------------------|-------------------------|---------------|-----------------------|-------------|
| Prabir Kumar Saha | 157 | 2966 | Bastu | CON/1233/BLLRO/RAJ/19 | 06.08.2019 |
| Runu Saha | 157 | 2965 | Bastu | CON/1232/BLLRO/RAJ/19 | 06.08.2019 |
| Priyanka Saha | 157 | 2967 | Bastu | CON/1234/BLLRO/RAJ/19 | 06.08.2019 |

- 5.1.2 **CHAIN & TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) PRABIR KUMAR SAHA, (2) RUNU SAHA & (3) PRIYANKA SAHA @ PRIYANKA SAHA GAYEN, LANDOWNERS HEREIN, UNDER THE DEED NO. 04661 FOR THE YEAR 2018, AS FOLLOWS :**
- 5.1.2.1 **Absolute Ownership of Ava Chandra under Deed No. 3312 for the year 1989 :**
 One Ava Chandra, wife of Amaresh Chandra, daughter of Late Amulya Chandra Ghosh, was the absolute owner of land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 155, R.S. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one (1) Bidyut Kumar Roy, (2) Badal Chandra Roy & (3) Pradyut Kumar Roy, all sons of Makhn Lal Roy, by the strength of a Registered Deed of Conveyance, registered on 26.04.1989, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. 1, Volume No. 70, Pages 369 to 382, being Deed No. 3312 for the year 1989.
- 5.1.2.2 **Record by Ava Chandra :** After having absolute ownership and absolute possession over the aforesaid plot of land, the said Ava Chandra duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 2911, and also in the record of the concerned Rajarhat Gopalpur Municipality in Ward No. 9, and thereafter in the record of the concerned Bidhannagar Municipal Corporation, having Holding No. BMC-AS/165/BL-A/11-12 in Ward No. 12.
- 5.1.2.3 **Sale by the said Ava Chandra to the present owners, (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen :** The said Ava Chandra sold, transferred and conveyed her aforesaid plot of Sali land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 155, R.S./L.R. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, L.R. Khatian No. 2911, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, within the local limit of formerly Rajarhat Gopalpur Municipality in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/165/BL-A/11-12 in Ward No. 12, in the District North 24 Parganas, in the State of West Bengal, to the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein, by the strength of a registered Deed of Conveyance, registered on 18.04.2018, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. 1, Volume No. 1523-2018, Pages 164102 to 164134, being Deed No. 152304661 for the year 2018.

5.1.2.4 **Absolute Joint Ownership of (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen under Deed No. 152304661 for the year 2018** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152304661 for the year 2018, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein, became the absolute joint owners of the aforesaid plot of Sali land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 155, R.S./L.R. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, L.R. Khatian No. 2911, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, within the local limit of formerly Rajarhat Gopalpur Municipality in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/165/BL-A/11-12 in Ward No. 12, in the District North 24 Parganas.

5.1.2.5 **L.R. Records** : After having absolute possession and absolute ownership over the aforesaid property, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein, duly recorded their names in the record of the L.R. Settlement, as follows :

| <u>Name of the Owner</u> | <u>L.R. Khatian No.</u> |
|-------------------------------------|-------------------------|
| Prabir Kumar Saha | 3053 |
| Runu Saha | 3054 |
| Priyanka Saha @ Priyanka Saha Gayen | 3055 |

5.1.2.6 **Conversion of Land** : After recording their names, the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen duly applied before the concerned BL&LRO Rajarhat, for conversion of land from 'Sali' to 'Bastu' and the concerned authority converted the nature of the said land from 'Sali' to 'Bastu' as follows :

| <u>Name</u> | <u>L.R. Dag No.</u> | <u>L.R. Khatian No.</u> | <u>Nature</u> | <u>Memo No.</u> | <u>Date</u> |
|-------------------|---------------------|-------------------------|---------------|----------------------|-------------|
| Prabir Kumar Saha | 157 | 3053 | Bastu | CON/1242/BLRO/RAJ/19 | 07.08.2019 |
| Runu Saha | 157 | 3054 | Bastu | CON/1243/BLRO/RAJ/19 | 7.08.2019 |
| Priyanka Saha | 157 | 3055 | Bastu | CON/1244/BLRO/RAJ/19 | 07.08.2019 |

5.1.3 **AMALGAMATION & SANCTION OF BUILDING PLAN :**

5.1.3.1 **Amalgamation & Sanction of Building Plan :** It is to be noted here that the previous owners namely Chaya Chakraborty and Ava Chandra duly amalgamated their respective plots into one single plot in total land measuring 5 (Five) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. more or less and duly sanctioned a building plan from the concerned the then Rajarhat Gopalpur Municipality in respect of the said total plot of land.

5.1.4 **ABSOLUTE TOTAL JOINT OWNERSHIP OF (1) PRABIR KUMAR SAHA, (2) RUNU SAHA & (3) PRIYANKA SAHA @ PRIYANKA SAHA GAYEN UNDER (1) DEED NO. 11614 FOR THE YEAR 2017 & (2) DEED NO. 152304661 FOR THE YEAR 2018 :**

5.1.4.1 **Absolute Joint Ownership of (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen :** Thus on the basis of the aforesaid two Registered Deeds of Conveyance, bearing (1) Deed No. 11614 for the year 2017 & (2) Deed No. 152304661 for the year 2018 [as described in Clause No. 5.1.1.18 & 5.1.2.4], the said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein, became the absolute joint owners of **ALL THAT** piece and parcel of a demarcated plot of Bastu land measuring 5 (Five) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft. be the same a little more or less including cemented flooring Tiles Shed measuring 200 Square feet more or less lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Baguiati, comprised in C.S. Dag No. 155, R.S./L.R. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, L.R. Khatian Nos. 2965, 2966, 2967, 3053, 3054 & 3055, A.D.S.R.O, Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/372/B1-B, in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/165/BL-A/11-12 in Ward No. 12, [Jhowtala Road (Atghara), Kolkata -700157], in the District Northj 24 Parganas, West Bengal, morefully described in the First Schedule hereunder written.

6. **DESIRE OF DEVELOPMENT & ACCEPTANCE AND POWER OF ATTORNEY :**

6.1 **Desire of Development of the Land & Acceptance :** The said (1) Prabir Kumar Saha, (2) Runu Saha & (3) Priyanka Saha @ Priyanka Saha Gayen, Landowners herein

expressed their desire to develop the aforesaid total plot of land, which is morefully described in the First Schedule hereunder written, by constructing a multi storied building thereon, and the present Developer accepted the said proposal and the present Landowners have decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written:

- 6.1.1 **Registered Power of Attorney** : For the smooth running of the said project, the Landowners herein agreed to execute a registered Power of Attorney, by which the Landowners herein have appointed and nominated the Developer herein, as their Constituted Attorney, to act on behalf of the Landowners.

7. **DEFINITION :**

- 7.1 **Building** : Shall mean multi storied building so to be constructed on the schedule property on the basis of the said sanctioned building plan.
- 7.1.1 **Common Facilities & Amenities** : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 7.1.2 **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 Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 7.1.3 **Landowners' Allocation** : Shall mean the consideration against the project by the Landowners, which is morefully described in Second Schedule hereunder written.
- 7.1.4 **Developer's Allocation** : Shall mean all the remaining area of the proposed multi storied building excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 7.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.

- 7.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building to intending purchasers thereof.
- 7.1.7 **Building Plan** : Shall mean said plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority.
- 7.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 7.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 7.1.10 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.
8. **LANDOWNERS' RIGHT & REPRESENTATION :**
- 8.1 **Indemnification regarding Possession & Delivery** : The Landowners are now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.
- 8.1.1 **Free From Encumbrance** : The Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.
9. **DEVELOPER'S RIGHTS :**
- 9.1 **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under these agreement.

- 9.1.1 **Right of Construction :** The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.
- 9.1.2 **Construction Cost :** The Developer shall carry total construction work of the present building at his own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.
- 9.1.3 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of the project wholly.
- 9.1.4 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possssion/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 Landowners as a Registered 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 his own name but without creating any liability on the Landowners.
- 9.1.5 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- 9.1.6 **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 Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.1.7 **Possession to the Landowners :** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- 9.1.8 **Possession to the intending purchaser/s :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowners.

9.1.9 **Deed of Conveyance :** The Deed of Conveyance of Developer's Allocation, will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners.

10. **CONSIDERATION :**

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

11. **DEALING OF SPACE IN THE BUILDING :**

11.1 **Exclusive Power of Dealings of Landowners :** The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.

11.1.1 **Exclusive Power of Dealings 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 Landowners and the Landowners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

12. **POWER AND PROCEDURE :**

12.1 We, the Landowners/Executants/Principals herein, are executing this present Registered Power of Attorney in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, we are hereby appointing, nominating and constituting the present Developer, as our constituted attorney, to do, act and represent ourselves in our names and on our behalf, as follows :

(a) To appear and represent before the authorities of Bidhannagar Municipal Corporation, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local

bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.

- (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.
- (c) To manage and maintain the said premises including the building to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before concerned authority or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building over and above the said premises.
- (e) To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.
- (f) To enter in to any Agreement for Sale, Memorandum of Understanding and/or to sign and execute deed of amalgamation with neighbour's plot of land of the schedule property and/or any other instruments and deeds & documents in respect of sale of flat/s, units and/or car parking spaces within Developer's Allocation in the proposed building in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in his name (Developer's names) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance, Deed of Declaration/Rectification and/or any other instrument and document in respect of sale of flat/s.

shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.

- (g) To receive the consideration money in cash or by cheque/draft and/or in any other modes from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s as lawful representative within Developer's Allocation in the said new building.
- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement/contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Ld. Advocate/Ld. Lawyer for preparing and/or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats/units and car parking spaces in the said building/s relating to Developer's Allocation in the said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
- (k) To sign, declare and/or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale/Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the this present Agreement.

- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

13. **NEW BUILDING :**

- 13.1 **Completion of Project :** The Developer shall at his own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 13.1.1 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, lift, pump water, storage tank, overhead reservoir, electrification, permanent electric connection, electric meter of the owner from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 13.1.2 **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 Landowners shall bear no responsibility in this context and in this respect as well as on that accounts.
- 13.1.3 **Municipal Taxes & Other Taxes of the Property :** The Landowners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowners and the Developer, the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowners, by the Developer and/or his nominees and the Landowners and/or their nominee / nominees respectively.
- 13.1.4 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

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

- 14.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the Municipal Authority would be provided to that effect.
- 14.1.1 **Payment of Municipal Taxes & Service Tax :** Within 30 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Municipal and 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 Landowners' Allocation only.
- 14.1.2 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowners 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 Landowners' 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.
15. **COMMON RESTRICTION :**
- 15.1 **Restriction of Landowners and Developer in common :** The Landowners' Allocation in the building shall be subject 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 :-
- 15.1.1 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.

- 15.1.2 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 written consent of the other in this behalf.
- 15.1.3 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 to terms and conditions on their respective part to be observed and/or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 15.1.4 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.
- 15.1.5 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.
- 15.1.6 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.
- 15.1.7 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.
- 15.1.8 The Landowners 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 Landowners' 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.

16. **LANDOWNERS' OBLIGATION :**

16.1 **No Interference :** The Landowners hereby agree and covenant with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer.
- (ii) 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.
- (iii) 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.

17. **DEVELOPER'S OBLIGATIONS :**

17.1 **Time Schedule of Handing Over Landowners' Allocation :** The Developer hereby agrees and covenants with the Landowners to handover Landowners' Allocation (morefully described in the Second Schedule hereunder written) within 30 (Thirty) months from the date of signing this present agreement. The Landowners also permit the Developer a grace period of 6 (Six) months more to handover the Landowners' Allocation.

17.1.1 **Penalty :** If the Landowners' Allocation will not be delivered within the stated period, then the Developer shall be liable to pay demurrage of Rs.3,000/- (Rupees Three Thousand only) per month.

17.1.2 **No Violation :** The Developer hereby agrees and covenants with the Landowners :

- (i) not to violate or contravene any of the provisions of rules applicable to construction of the said building.
- (ii) not to do any act, deed or thing, whereby the Landowners are prevented from enjoying, selling, assigning and/or disposing of any Landowners' Allocation in the building at the said premises vice versa.

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18. **LANDOWNERS' INDEMNITY :**

18.1 **Indemnity :** The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated/allotted space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

19. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowners :

- (i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- (ii) 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.

20. **MISCELLANEOUS :**

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

20.1.1 **Not specified Premises :** It is understood that from time to time to 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 Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowners also undertake 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 Landowners and/or against the spirit of these presents.

- 20.1.2 **Not Responsible** : The Landowners shall not be liable for 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 Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 20.1.3 **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners 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 Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 20.1.4 **Formation of Association** : After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation, who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 20.1.5 **Names of the Building** : The names of the building shall be given by developer in due course.
- 20.1.6 **Right to borrow fund** : The Developer shall be entitled to borrow money at his risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or affecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners 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 Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 20.1.7 **Documentation** : The Landowners delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowners will bound to produce documents in original before any competent authority for inspection.

20.18 **Electrical Transformer :** The Electrical Transformer will be installed by the W.B.S.E.D.C.L. in the project. The process of installation of transformer will be taken by the developer. The Developer will not be liable for any delay caused by W.B.S.E.D.C.L. regarding installation of Transformer in the project within the stated period of handing over the possession and under no circumstances, the Landowners and purchaser/s of the building will blame and will take any steps on this point to the developer.

21. **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.

22. **DISPUTES :**

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

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

Place : The place of arbitration shall be Kolkata 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.

23

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
[Description of Land]

ALL THAT piece and parcel of a demarcated plot of total Bastu land measuring :

| <u>R.S./L.R.</u> <u>Dag No.</u> | <u>R.S. Khatian</u> <u>No.</u> | <u>L.R. Khatian</u> <u>No.</u> | <u>Nature of</u> <u>Land</u> | <u>Total Land Area</u> <u>K - CH - SET.</u> |
|------------------------------------|-----------------------------------|-----------------------------------|---------------------------------|--|
| 157 | 49 | 2965 | Bastu | 01 - 04 - 33.33 |
| 157 | 49 | 2966 | Bastu | 01 - 04 - 33.33 |
| 157 | 49 | 2967 | Bastu | 01 - 04 - 33.34 |
| 157 | 49 | 3053 | Bastu | 00 - 10 - 30.00 |
| 157 | 49 | 3054 | Bastu | 00 - 10 - 30.00 |
| 157 | 49 | 3055 | Bastu | 00 - 10 - 30.00 |
| | | | | 05 - 14 - 10.00 |

In total a demarcated plot of Bastu land measuring **5 (Five) Cottahs 14 (Fourteen) Chittacks 10 (Ten) sq.ft.** be the same a little more or less including cemented flooring Tiles Shed measuring 200 Square feet more or less lying and situate at Mouza - Atghara, J.L. No. 10, Re.Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Baguiati, comprised in C.S. Dag No. 155, R.S./L.R. Dag No. 157, under C.S. Khatian No. 50, R.S. Khatian No. 49, L.R. Khatian Nos. 2965, 2966, 2967, 3053, 3054 & 3055, A.D.S.R.O. Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/372/B1-B, in Ward No. 9, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/165/BL-A/11-12 in Ward No. 12, [Jhawtala Road (Atghara), Kolkata - 700157], in the District North 24 Parganas, West Bengal. The plot of land is butted & bounded as follows :-

ON THE NORTH : Land of Sailesh Jaiswal.
 ON THE SOUTH : 20 ft. Wide Road [Jhawtala Road (Atghara)].
 ON THE EAST : G.P. House.
 ON THE WEST : 10 ft. Wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

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

The Landowners' Allocation will be allotted as follows :-

1. The Landowner will get 50% of the total constructed area of the proposed building in form of self contained flats, shops & garages, so to be constructed by the Developer on the land which is morefully described in the First Schedule hereinabove written.
2. Later on, after preparation of the Floor Plan, the flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the flats/shops/garages within the purview of the Landowners' Allocation.
3. The Landowners will jointly get a sum of Rs.25,00,000/- (Rupees Twenty Five Lakh) only non-refundable security deposit.
4. The Landowners will also get a further sum of Rs.25,00,000/- (Rupees Twenty Five Lakh) only refundable security deposit.
5. Out of the aforesaid total refundable and non-refundable security deposit totalling Rs.50,00,000/- (Rupees Fifty Lakh) only will be payable in installments as follows :
 - i) First installment amounted to Rs.6,00,000/- (Rupees Six Lakh) only to be payable at the time of signing, executing and registering of this present Development Agreement.
 - ii) Second and final installment amounted to Rs.44,00,000/- (Rupees Forty Four Lakh) only to be payable after 7 (Seven) days from the date of registration of the Development Agreement.

6. The aforementioned refundable security deposit i.e. Rs.25,00,000/- (Rupees Twenty Five Lakh) only will be refunded by the Landowners to the Developer before receiving their Landowner's Allocation. The existing building will be demolished by the developer and sale proceeds of its residuals will be taken by the developer.
7. It is also settled that except the Landowner's Allocation as described above, the Landowners 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 exclusive be treated as Developer's Allocation.
8. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building.
9. The Landowners will also give permission to amalgamate their plot with other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowners in proportionate land ratio.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining of the entire building (excluding Owners' Allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Specifications]

1. STRUCTURE: Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 5"/3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Vetrified Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.

6. KITCHEN : Black stone cooking platform with granite polish green marble top and stainless steel sink will be provided and a height 2'-6" standard tiles above the platform to protect the oil spot.
7. TOILET : Toilet of Indian type pan/European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal/Kapoor Wood Frame. All doors including Main Door & Other door palls of the flat of flush door.
9. WINDOWS : Aluminium sliding window with grill.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill will provide up to 2' - 6" height from 1'-0" top of floor.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In-Bed room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/dining room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point. & one 5 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point, one geyser point only in common toilet.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling bell : One calling bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster and putty and external wall with super snowcem and ultima or equivalent.
- b) All door and windows frame painted with two coats white primer.






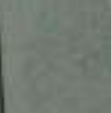
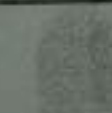
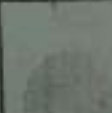
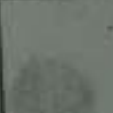

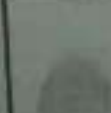
EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment is required to be made by the Purchaser.

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

UNDER RULES 44A OF THE L.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

| | | | | | | |
|--|------|---|---|---|---|---|
|  Jomen Ghosh | L.H. |  |  |  |  |  |
| | R.H. |  |  |  |  |  |




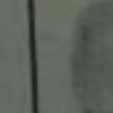

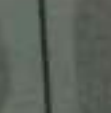
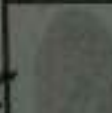
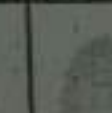
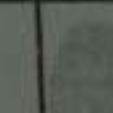


ATTESTED :- Jomen Ghosh

| | | | | | | |
|--|------|--|--|--|--|--|
|  Pradipto Saha Pradipto K Saha | L.H. |  |  |  |  |  |
| | R.H. |  |  |  |  |  |

ATTESTED :-

| | | | | | | |
|--|------|---|---|---|---|---|
|  Renu Saha | L.H. |  |  |  |  |  |
| | R.H. |  |  |  |  |  |

ATTESTED :- Renu Saha

| | | | | | | |
|---|------|---|---|---|---|---|
|  Priyanka Saha Priyanka Saha gajen | L.H. |  |  |  |  |  |
| | R.H. |  |  |  |  |  |

ATTESTED :- Priyanka Saha
Priyanka Saha gajen

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in the presence of

1. Hemanta Bhowmik
Ramkrishna Bhowmik
W - 126

Prabir K. Saha
(Saha)
Prabir Kumar Saha

2. Titli Mukherjee
Advocate
Judges' court Barasat

Runi Saha
Runi Saha

Priyanka Saha
Priyanka Saha
Priyanka Saha

a. Priyanka Saha Gayen
Landowners

Drafted By:
Pinaki Chattopadhyay
11/30/2014/2011
Judges' Court, Barasat

For Pinaki Chattopadhyay & Associates,
Advocates
Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700 157.
Ph : 2570 8471

Composed By:
Gopa Dasgupta
Gopa Dasgupta
Teghoria Main Road,
Kolkata - 700 157.

Soumen Ghosh
Soumen Ghosh
Proprietor of
Padma Developer
Developer

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a refundable sum of Rs.6,00,000/- (Rupees Six Lakh) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

| <u>Cheque No.</u> | <u>Date</u> | <u>Bank & Branch</u> | <u>In favour of</u> | <u>Amount</u> |
|-------------------|-------------|--------------------------|---------------------|-----------------------|
| 000681 | 13.11.2020 | Bank of Baroda, Bagmati | Prabir Kumar Saha | Rs. 2,00,000.00 |
| 000685 | 13.11.2020 | Bank of Baroda, Bagmati | Rumi Saha | Rs. 2,00,000.00 |
| 000686 | 13.11.2020 | Bank of Baroda, Bagmati | Priyanka Saha | Rs. 2,00,000.00 |
| TOTAL : | | | | <u>Rs.6,00,000.00</u> |

Witnesses :-1/ 

2/ Titli Mukherjee

Prabir Kumar Saha

Prabir Kumar Saha

Rumi Saha

Rumi Saha

Priyanka Saha
Priyanka Saha Gayen


Priyanka Saha

ie Priyanka Saha Gayen

Landowners

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

UNDER RULE 54A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

| | | | | | | |
|---|------|--|--|--|--|--|
|  | L.H. | | | | | |
| | R.H. | | | | | |

Harichand Bhatnagar
ATTESTED :- *Harichand Bhatnagar*

| | | | | | | |
|--|------|--|--|--|--|--|
| | L.H. | | | | | |
| | R.H. | | | | | |

ATTESTED :-

| | | | | | | |
|--|------|--|--|--|--|--|
| | L.H. | | | | | |
| | R.H. | | | | | |

ATTESTED :-

| | | | | | | |
|--|------|--|--|--|--|--|
| | L.H. | | | | | |
| | R.H. | | | | | |

ATTESTED :-



ভারত সরকার

Government of India

স্বাক্ষরিত আইডি (Enrollment No. 1052/11087/01442)

পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা সত্য
করুন।

To
Attn: Mr.
W/O. Prasad Saha
JHOUTA
HATIAJA
Rajshahi Gopabandhu
Mukha
North 24 Parganas, North 24 Parganas
West Bengal 700157
INDIA
MP02/104424277

is proof of identity, not of citizenship
To establish identity, authenticate online

যাচাই করে নিন।

পরিচয় প্রমাণকারী ও বৈধকারী পরিচয়
সর্বত্র সত্য প্রমাণ করে।

is valid throughout the country

will be helpful in availing Government
and Non-Government services in future

আপনার সংখ্যা / Your No. :

6915 0493 9587

- সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

নাম: শ্রী
RONDU SAHA
জন্ম তারিখ: DOB - 01/12/1966
জি.ই. - Female



6915 0493 9587

- সাধারণ মানুষের অধিকার

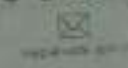
Unique Identification Authority of India

ঠিকানা:
শ্রী/শ্রীমতী রন্ডু সাহা, বাড়ি নং,
হাতিয়াড়া, রাজশাহী গোপবন্দু
(পূর্ব), উত্তর ২৪ পরগণা,
হাতিয়াড়া, বঙ্গদেশ ৭০০১৫৭

Address:
W/O. Prasad Saha, JHOUTA A
HATIAJA, Rajshahi Gopabandhu
North 24 Parganas, West
Bengal, 700157

6915 0493 9587

Rondu Saha



ভারত সরকার

Government of India

Unique ID No. 4941 5846 6521

Pragati Data
Ministry of Information & Public Relations
Government of India
New Delhi



494158466521



আবদার সংখ্যা / Your No :

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- সাধারণ মানুষের অধিকার



সংবিধানের অধীনে (Under the Constitution)
সংবিধানের অধীনে (Under the Constitution)
সংবিধানের অধীনে (Under the Constitution)

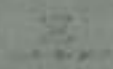
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and Non-Government services in future

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New Delhi - 110024
Phone: 011-26109000
Website: www.uidai.gov.in

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Government of India

Pragati Data
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Government of India
New Delhi



4941 5846 6521



- সাধারণ মানুষের অধিকার



संस्थान का प्रमाण है, नागरिकता का नहीं।
 संस्थान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

भारत सरकार
Government of India

संभवना क्रम / Enrollment No.: 1534/91010/05143

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 To establish identity, authenticate online.

To
 Mr.
 Pratik Kumar Saha
 S/O Late Rash Bihari Saha
 Opposite Karnataka Bank Ltd. Alghora (Jharkhand)
 P.S.-Bajubari
 Koderma
 North Twenty Four Parganas
 West Bengal 700157
 9830185098
 MDS02098464PH



देश भर में मान्य है।
 भविष्य में सरकारी और गैर-सरकारी सेवाओं
 का लाभ उठाने में उपयोगी होगा।
 is valid throughout the country.
 will be helpful in availing Government
 and Non-Government services in future.

आपका संभवना क्रमांक / Your No. :

7146 8734 3169

मेरा संभवना क्रमांक, मेरी पहचान

Unique Identification Authority of India

आपका संभवना क्रमांक / Your No. :
 7146 8734 3169

Address:
 S/O Late Rash Bihari Saha,
 Opposite Karnataka Bank Ltd.
 Alghora (Jharkhand), P.S.-Bajubari,
 Koderma, North Twenty Four
 Parganas, West Bengal, 700157



भारत सरकार
Government of India



आपका संभवना क्रमांक / Your No. :
 7146 8734 3169
 नाम / Name:
 Pratik Kumar Saha
 जन्म तिथि / DOB : 25/03/1967
 पुरुष / Male



7146 8734 3169

7146 8734 3169

मेरा संभवना क्रमांक, मेरी पहचान

Pratik Kumar Saha

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PRABIR KUMAR SAHA
RASH BIHARI SAHA
 25103/1987
 Permanent Account Number
AZSPS6841C





 Signature

In case this card is lost / found, kindly inform / return to :-
 Income Tax PAN Services Unit, UTTSL
 Plot No. 3, Sector 11, CBD Balapur,
 New Mumbai - 400 614.

यह कार्ड खो जाने या क़ायम मुक़िल को/प्राप्त :
 आयकर पत्र सेवा यूनिट, UTTSL
 प्लॉट नं. 3, सेक्टर 11, सीडी बी बलपुर,
 नवी मुंबई-400 614.

Prabir K. Saha

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RUNU SAHA

SURESH CHANDRA SEAL

01/12/1966

Permanent Account Number
DDGPS1385Q

Runu Saha

Signature



01/12/1966

Runu Saha

यदि कार्ड खोले - या से प्राप्त सुविधा में - सीमा -
अवधि के लिए प्रदान, या जो भी एक
दोनों में से, समान है।
इस संविधान सुधारों के अन्तर्गत,
संवि. पुन - 411-243

If this card is lost - someone's lost card is found,
please inform, return to:
Income Tax PAN Services Unit, SEZR,
3rd Floor, Sapphire Chambers,
Near Bazar Telephone Exchange,
Bhub. Pune - 411 045

Tel: 91-20-2721 0886, Fax: 91-20-2721 0891
e-mail: runu@vsnl.com

आयकर विभाग

INCOME TAX DEPARTMENT

PRIVANKA SAHA

PRABIR KUMAR SAHA

12/09/1986

DMQPS6693G

Privanka Saha

भारत सरकार

GOVT. OF INDIA



In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, UTHNSL,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यदि कार्ड खो जाये या कृपया सूचना करें / लौटाने।
आयकर पैन सेवा यूनिट, UTHNSL,
प्लॉट नं. ३, सेक्टर ११, सी. बी. डी. बेलपुर,
नवी मुंबई - ४०० ६१४.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SOUMEN GHOSH
SADHAN GHOSH
30/06/1974
Permanent Account Number
AGRPG4353M

Soumen Ghosh
Signature

Soumen Ghosh



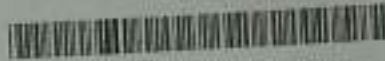
ভারত সরকার

Government of India

চলিৎকর্তৃত্ব আই.ডি / Enrolment No. : 1111/67728/01276

To
Soumen Ghosh
সৌমেন ঘোষ
16/19
HATJARA JHANTALA
Rajmahal Gopalpur(M)
Hobara, North 24 Parganas
West Bengal - 700167

17/02/2014



XL764989309FT
76498930



আপনার সংখ্যা / Your No. :

3616 5025 5805

- সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

সৌমেন ঘোষ
Soumen Ghosh
পিতা : সাদান ঘোষ
Father : Sadhan Ghosh



জন্ম তারিখ / DOB: 31/05/1974
পুরুষ / Male

3616 5025 5805



- সাধারণ মানুষের অধিকার

Soumen Ghosh

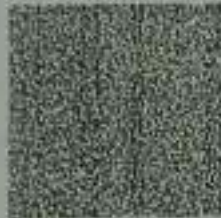
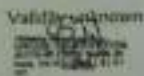


भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
 Unique Identification Authority of India
 Government of India

Enrolment No.: 0654/07000/12406

To
 HARICHAND BISWAS
 S/O Bimal Biswas
 Ramnagam Beraberi
 Rajarhat Gopalpur
 Rajarhat Gopalpur(M)
 Rajarhat Gopalpur
 North 24 Parganas West Bengal - 700136
 7001254734

Download Date: 17/08/2018



QR Code scan Encrypted

आपका आधार क्रमांक / Your Aadhaar No. :

2591 3186 8409

VID : 9122 8870 9127 9254

मेरा आधार, मेरी पहचान



भारत सरकार
 Government of India



HARICHAND BISWAS
 Date of Birth/DOB: 25/04/1989
 Male/MALE

2591 3186 8409

VID : 9122 8870 9127 9254

मेरा आधार, मेरी पहचान



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण जीवव्यंजन ऑथेंटिकेशन प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

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

- आधार देश भर में मान्य है।
- आधार अविश्व में सरकारी और गैर-सरकारी सेवाओं के लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण
 Unique Identification Authority of India

Address:
 S/O Bimal Biswas, Ramnagam Beraberi,
 Rajarhat Gopalpur, Rajarhat
 Gopalpur(M), North 24 Parganas,
 West Bengal - 700136



QR Code scan Encrypted

2591 3186 8409

VID : 9122 8870 9127 9254



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

GRN: 192020210136672651

GRN Date: 12/11/2020 16:46:37

BRN: CKO4104865

Payment Mode: Online Payment

Bank: State Bank of India

BRN Date: 12/11/2020 16:49:10

DEPOSITOR'S DETAILS

Id No.: 3001470716/7/2020
(Query No./Query Year)

Name: PINAKI CHATTOPADHYAY

Contact No.: Mobile No.: +91 9830061809

E-mail:

Address: sangeeta apt tegharia main rd kolkata 157

Applicant Name: Mr PINAKI CHATTOPADHYAY

Office Name:

Office Address:

Status of Depositor: Advocate

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 7

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount [₹] |
|---------|--------------------|--|--------------------|--------------|
| 1 | 3001470716/7/2020 | Property Registration- Stamp duty | 0030-02-103-003-02 | 20071 |
| 2 | 3001470716/7/2020 | Property Registration- Registration Fees | 0030-03-104-001-16 | 6028 |
| | | | Total | 26099 |

In Words: Rupees Twenty Six Thousand Ninety Nine only

Major Information of the Deed

| | | | |
|--|--|---------------------------------|----------------------|
| Deed No : | I-1523-08309/2020 | Date of Registration | 27/11/2020 |
| Query No / Year | 1523-3001470716/2020 | Office where deed is registered | 1523-3001470716/2020 |
| Query Date | 10/11/2020 6:03:32 PM | | |
| Applicant Name, Address & Other Details | PINAKI GHATTOPADHYAY TEGHORIA MAIN ROAD, Thana - Bagurati, District - North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No. - 9263923942, Status Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4002] Power of Attorney, General Power of Attorney [Rs - 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration - 2], [4311] Other than Immovable Property, Receipt [Rs - 6,00,000/-] | | |
| Set Forth value | Market Value | | |
| Rs. // | Rs. 1,36,63,334/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 20,171/- (Article-48(g)) | Rs. 5,028/- (Article E, E. E.) | | |
| Remarks: | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area) | | |

Land Details :

District: North 24-Parganas, P.S.- Rajarnat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Jhawtala Road(Alghara), Mouza: Alghara, JI No. 10, Pin Code : 700157

| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|----------------------|--------------|----------------|---------------|---------|------------------------------|-------------------------|-----------------------|---|
| L1 | LR-157 (RS) | LR-2965 | Bastu | Bastu | 1 Katha 4 Chatak 33.33 Sq Ft | 1/- | 29,94,434/- | Width of Approach Road: 20 Ft., Adjacent to Metal Road. |
| L2 | LR-157 (RS) | LR-2966 | Bastu | Bastu | 1 Katha 4 Chatak 33.33 Sq Ft | 1/- | 29,94,434/- | Width of Approach Road: 20 Ft., Adjacent to Metal Road. |
| L3 | LR-157 (RS) | LR-2967 | Bastu | Bastu | 1 Katha 4 Chatak 33.34 Sq Ft | 1/- | 29,94,466/- | Width of Approach Road: 20 Ft., Adjacent to Metal Road. |
| L4 | LR-157 (RS) | LR-3053 | Bastu | Bastu | 10 Chatak 30 Sq Ft | 1/- | 15,40,000/- | Width of Approach Road: 20 Ft., Adjacent to Metal Road. |
| L5 | LR-157 (RS) | LR-3054 | Bastu | Bastu | 10 Chatak 30 Sq Ft | 1/- | 15,40,000/- | Width of Approach Road: 20 Ft., Adjacent to Metal Road. |
| L6 | LR-157 (RS) | LR-3055 | Bastu | Bastu | 10 Chatak 30 Sq Ft | 1/- | 15,40,000/- | Width of Approach Road: 20 Ft., Adjacent to Metal Road. |
| TOTAL : | | | | | 9.7167Dec | 6 /- | 136,03,334 /- | |
| Grand Total : | | | | | 9.7167Dec | 6 /- | 136,03,334 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|--------------------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1, L2, L3, L4, L5, L6 | 200 Sq Ft. | 1/- | 60,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 200 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete | | | | | |
| Total : | | 200 sq ft | 1/- | 60,000 /- | |

Land Lord Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | <p>Mr PRABIR KUMAR SAHA Son of Late: RASHBEHARI SAHA ATGHARA, JHOWTALA, P.O.- HATIARA, P.S.- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AZxxxxxx1C, Aadhaar No: 71xxxxxxx3169, Status: Individual, Executed by: Self, Date of Execution: 18/11/2020 . Admitted by: Self, Date of Admission: 18/11/2020, Place: Pvt. Residence, Executed by: Self, Date of Execution: 18/11/2020 . Admitted by: Self, Date of Admission: 18/11/2020, Place: Pvt. Residence</p> |
| 2 | <p>RUNU SAHA Wife of Mr PRABIR KUMAR SAHA ATGHARA, JHAWTALA, P.O.- HATIARA, P.S.- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: DDxxxxxx5Q, Aadhaar No: 69xxxxxxxx9587, Status: Individual, Executed by: Self, Date of Execution: 18/11/2020 . Admitted by: Self, Date of Admission: 18/11/2020, Place: Pvt. Residence, Executed by: Self, Date of Execution: 18/11/2020 . Admitted by: Self, Date of Admission: 18/11/2020, Place: Pvt. Residence</p> |
| 3 | <p>PRIYANKA SAHA, (Alias: PRIYANKA SAHA GAYEN) Wife of Mr ASHIS GAYEN ATGHARA JHAWTALA, P.O.- HATIARA, P.S.- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: DMxxxxxx3G, Aadhaar No: 49xxxxxxxx6521, Status: Individual, Executed by: Self, Date of Execution: 18/11/2020 . Admitted by: Self, Date of Admission: 18/11/2020, Place: Pvt. Residence, Executed by: Self, Date of Execution: 18/11/2020 . Admitted by: Self, Date of Admission: 18/11/2020, Place: Pvt. Residence</p> |

Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | <p>PADMA DEVELOPER SWAPNA APARTMENT, GROUND FLOOR, JHOWTALA, P.O.-HATIARA, P.S.- New Town, District-North 24-Parganas, West Bengal, India, PIN - 700157, PAN No.: AGxxxxxx3M, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative</p> |

Representative Details :

| Sl No | Name, Address, Photo, Finger print and Signature |
|-------|---|
| 1 | <p>Mr SOUMEN GHOSH (Presentant) Son of Late SADHAN GHOSH HATIARA ,JHOWTALA, P.O - HATIARA, P.S:- New Town, District-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business. Citizen of India, . PAN No.: AGxxxxxx3M, Aadhaar No: 36xxxxxxxx5805 Status : Representative, Representative of : PADMA DEVELOPER (as PROPRIETOR)</p> |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|---|-------|--------------|-----------|
| <p>Mr HARI CHAND BISWAS Son of Late B BISWAS RAMNAGAR BARA BERI, P.O - R COPALPUR, P.S- Airport, District-North 24-Parganas, West Bengal, India, PIN 700136</p> | | | |

Identifier Of Mr PRABIR KUMAR SAHA, RUNU SAHA, PRIYANKA SAHA, Mr SOUMEN GHOSH

Transfer of property for L1

| Sl.No | From | To, with area (Name-Area) |
|-------|----------------------|-----------------------------|
| 1 | Mr PRABIR KUMAR SAHA | PADMA DEVELOPER-0.71296 Dec |
| 2 | RUNU SAHA | PADMA DEVELOPER-0.71296 Dec |
| 3 | PRIYANKA SAHA | PADMA DEVELOPER-0.71296 Dec |

Transfer of property for L2

| Sl.No | From | To, with area (Name-Area) |
|-------|----------------------|-----------------------------|
| 1 | Mr PRABIR KUMAR SAHA | PADMA DEVELOPER-0.71296 Dec |
| 2 | RUNU SAHA | PADMA DEVELOPER-0.71296 Dec |
| 3 | PRIYANKA SAHA | PADMA DEVELOPER-0.71296 Dec |

Transfer of property for L3

| Sl.No | From | To, with area (Name-Area) |
|-------|----------------------|------------------------------|
| 1 | Mr PRABIR KUMAR SAHA | PADMA DEVELOPER-0.712968 Dec |
| 2 | RUNU SAHA | PADMA DEVELOPER-0.712968 Dec |
| 3 | PRIYANKA SAHA | PADMA DEVELOPER-0.712968 Dec |

Transfer of property for L4

| Sl.No | From | To, with area (Name-Area) |
|-------|----------------------|------------------------------|
| 1 | Mr PRABIR KUMAR SAHA | PADMA DEVELOPER-0.366667 Dec |
| 2 | RUNU SAHA | PADMA DEVELOPER-0.366667 Dec |
| 3 | PRIYANKA SAHA | PADMA DEVELOPER-0.366667 Dec |

Transfer of property for L5

| Sl.No | From | To, with area (Name-Area) |
|-------|----------------------|------------------------------|
| 1 | Mr PRABIR KUMAR SAHA | PADMA DEVELOPER-0.366667 Dec |
| 2 | RUNU SAHA | PADMA DEVELOPER-0.366667 Dec |
| 3 | PRIYANKA SAHA | PADMA DEVELOPER-0.366667 Dec |

Transfer of property for L6

| Sl.No | From | To, with area (Name-Area) |
|-------|----------------------|------------------------------|
| 1 | Mr PRABIR KUMAR SAHA | PADMA DEVELOPER-0.366667 Dec |
| 2 | RUNU SAHA | PADMA DEVELOPER-0.366667 Dec |
| 3 | PRIYANKA SAHA | PADMA DEVELOPER-0.366667 Dec |

Transfer of property for S1

| Sl.No | From | To, with area (Name-Area) |
|-------|----------------------|-----------------------------------|
| 1 | Mr PRABIR KUMAR SAHA | PADMA DEVELOPER-66.66666667 Sq Ft |
| 2 | RUNU SAHA | PADMA DEVELOPER-66.66666667 Sq Ft |
| 3 | PRIYANKA SAHA | PADMA DEVELOPER-66.66666667 Sq Ft |

Land Details as per Land Record

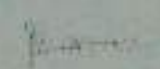
District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road:
Jhawtal: Road(Atghara), Mouza: Atghara, JI No: 10, Pin Code: 700157

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|--|---|--|
| L1 | LR Plot No:- 157, LR Khatian No:- 2965 | Owner: রুণু সাহা , Gurdian: প্রবীর , Address: নিজ , Classification: শালি, Area: 0.02000000 Acre. | RUNU SAHA |
| L2 | LR Plot No:- 157, LR Khatian No:- 2966 | Owner: প্রবীর কুমার সাহা , Gurdian: বাসবিহারী , Address: নিজ , Classification: শালি, Area: 0.02000000 Acre. | Mr PRABIR KUMAR SAHA |
| L3 | LR Plot No:- 157, LR Khatian No:- 2967 | Owner: প্রিয়াঙ্কা সাহা গায়েন , Gurdian: আশীষ , Address: নিজ , Classification: শালি, Area: 0.02000000 Acre. | PRIYANKA SAHA |
| L4 | LR Plot No:- 157, LR Khatian No:- 3053 | Owner: প্রবীর কুমার সাহা , Gurdian: বাসবিহারী , Address: নিজ , Classification: শালি, Area: 0.01000000 Acre. | Mr PRABIR KUMAR SAHA |
| L5 | LR Plot No:- 157, LR Khatian No:- 3054 | Owner: রুণু সাহা, Gurdian: প্রবীর কুমা সাহা, Address: নিজ , Classification: শালি, Area: 0.01000000 Acre. | RUNU SAHA |
| L6 | LR Plot No:- 157, LR Khatian No:- 3055 | Owner: প্রিয়াঙ্কা সাহা গায়েন, Gurdian: আশি গায়ে, Address: নিজ , Classification: শালি, Area: 0.02000000 Acre. | PRIYANKA SAHA |

On 10-11-2020

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 1,36,63,334/-


Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 18-11-2020

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

Presented for registration at 18:45 hrs on 18-11-2020, at the Private residence by Mr SOUMEN GHOSH.

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

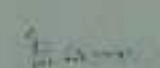
Execution is admitted on 18/11/2020 by 1. Mr PRABIR KUMAR SAHA, Son of Late RASHBEHARI SAHA, ATGHARA, JHOWTALA, P.O: HATIARA, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Business, 2. RUNU SAHA, Wife of Mr PRABIR KUMAR SAHA, ATGHARA, JHOWTALA, P.O: HATIARA, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession House wife, 3. PRIYANKA SAHA, Alias: PRIYANKA SAHA GAYEN, Wife of Mr ASHIS GAYEN, ATGHARA, JHOWTALA, P.O: HATIARA, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession House wife

Indetified by Mr HARI CHAND BISWAS, . . . Son of Late B BISWAS, RAMNAGAR BARA BERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

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

Execution is admitted on 18-11-2020 by Mr SOUMEN GHOSH, PROPRIETOR, PADMA DEVELOPER (Others), SWAPNA APARTMENT, GROUND FLOOR, JHOWTALA, P.O - HATIARA, P.S - New Town, District - North 24-Parganas, West Bengal, India, PIN - 700157

Indetified by Mr HARI CHAND BISWAS, . . . Son of Late B BISWAS, RAMNAGAR BARA BERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service


Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 24-11-2020

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 6,028/- (B = Rs 6,000/- , E = Rs 28/-) and Registration Fees paid by by online = Rs 6,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/11/2020 4:49PM with Govt. Ref. No: 192020210136872651 on 12-11-2020, Amount Rs: 6,028/-, Bank State Bank of India (SBIN0000001), Ref. No. CKO4104865 on 12-11-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by by online = Rs 20,071/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/11/2020 4:49PM with Govt. Ref. No. 192020210136872651 on 12-11-2020, Amount Rs. 20,071/-, Bank State Bank of India (SBIN0000001), Hof. No. CKO4104865 on 12-11-2020, Head of Account 0030-02-103-003-02



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 27-11-2020

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

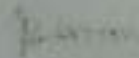
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 112253, Amount: Rs 100/-, Date of Purchase: 01/10/2020, Vendor name: AMAL KUMAR SAHA



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2020, Page from 336961 to 337012

being No 152308309 for the year 2020.



Digitally signed by SANJOY BASAK
Date: 2020.12.08 13:35:14 +05:30
Reason: Digital Signing of Deed.

(Sanjoy Basak) 2020/12/08 01:35:14 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)