

DEVELOPMENT AGREEMENT

OWNER : SRI DEVI SHAW

DEVELOPER : GITANJALI CONSTRUCTION

Drafted by -

MR. PRANAB MITRA
Advocate.
High Court, Calcutta

6680/21

T-6591/2021



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Subdivisional District Sud-negisua
Sadepur, North 24 Parganas

01 OCT 2021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 1st day of OCTOBER
Two Thousand and Twenty One (2021).

BETWEEN

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Pranab Mishra
Himangini
Roshni

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20 SEP 2021



Bijoy Ray

10 Late Ramchandra Ray

18/1 G.L.T. Road

Ko-108

Business

North 24 Parganas District Sub-Registrar
Gandpur, North 24 Parganas

01 OCT 2021

SRI DEVI SHAW, (PAN CCVPS5244R, Aadhaar No. 389094715123), son of Late Phul Chand Shaw, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 81, Nilganj Road, Panja Villa, P. O. Agarpara, P. S. Belghoria, Kolkata - 700 109, Dist. North 24-Parganas, hereinafter referred to and called as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

A N D

GITANJALI CONSTRUCTION, having PAN AASFG7040C, a Partnership firm, having its Principal place of business at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. North 24-Parganas, West Bengal, represented by its Partners namely - (1) SRI BARUN DEV BHATTACHARYA, having PAN AKEPB2262R, Aadhaar No. 587922704271, son of Late Basudev Bhattacharya, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. North 24-Parganas, (2) SRI SUBHASIS DAS (PAN - ADOPD7160P, Aadhaar No. 436944011285), son of Late Balai Chandra Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 11A, Sree Gopal Mallick Road, P.O. Ariadaha, P.S. Belghoria, Kolkata - 700 057, Dist. North 24-Parganas, (3) SRI SANKAR DEY (PAN - AGFPD3992D, Aadhaar No. 938715941069), son of Late Jagadish Chandra Dey, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 6/9, R.N. Tagore Road, P.O. Dakshineswar, P.S. Belghoria, Kolkata - 700 076, Dist. North 24-Parganas, (4) SRI PRADIP PANDEY (PAN - AOVPP2827F, Aadhaar No. 338975150433), son of Sri Rama Sankar Pandey, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. North 24-Parganas, (5) MATIUR RAHAMAN (PAN - AGGPR3714E, Aadhaar No. 248774850061), son of Late Lutfar Rahaman, by faith - Muslim, by Nationality - Indian, by Occupation - Business, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. North 24-Parganas and (6) SRI RATAN LAL DAS (PAN - AFMPD8266J, Aadhaar No. 921865002650), son of Late Sohan Lal Das, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 65/3, Dharendra Nath Chatterjee Road, P.O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. North 24-Parganas, hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Partners for the time being and the heirs and successors in its Office and assigns) of the OTHER PART.

Be it mentioned here that as per Partnership Deed the Partner Nos. 1, 2 & 3 namely 1) SRI BARUN DEV BHATTACHARYA, having PAN AKEPB2262R, Aadhaar No. 587922704271, son of Late Basudev Bhattacharya, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, (2) SRI SUBHASIS DAS (PAN – ADOPD7160P, Aadhaar No. 436944011285), son of Late Balai Chandra Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 11A, Sree Gopal Mallick Road, P.O. Ariadaha, P.S. Belghoria, Kolkata – 700 057, Dist. North 24-Parganas, (3) SRI SANKAR DEY (PAN – AGFPD3992D, Aadhaar No. 938715941069), son of Late Jagadish Chandra Dey, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 6/9, R.N. Tagore Road, P.O. Dakshineswar, P.S. Belghoria, Kolkata – 700 076, Dist. North 24-Parganas, will sign on all papers and documents on behalf of the Partnership Firm in terms of said Partnership Deed.

WHEREAS one Sri Achal Kumar Sen, son of Late Atal Kumar Sen was the recorded Owner as per R.O.R. of ALL THAT piece and parcel of a plot of bastu land measuring an area of 5 Cottahs more or less lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in C. S. Dag No. 1077, under C. S. Khatian No. 298, the land and premises known as "Atal Kutir" in Holding No. 455, within the jurisdiction of Khardah Police Station, within the local limits of Panihati Municipality in the District of 24-Parganas and at the time of Settlement Record the said Sri Achal Kumar Sen mutated his name to the concern J.L. & L.R.O..

AND WHEREAS while enjoying the same the said Sri Achal Kumar Sen sold, conveyed and transferred the aforesaid property unto and in favour of Sri Tapendra Ghosh, since deceased, son of Late Satindra Mohan Ghosh, by virtue of one Deed of Conveyance, duly registered before the D.R. Alipore, 24-Parganas and recorded in Book No. I, Volume No. 33, Pages 246 to 249, Being No. 1339 for the year 1943, against valuable consideration mentioned thereon.

AND WHEREAS by an Indenture of lease dated 24.06.1974 made between the said Tapendra Kr. Ghosh therein described as the Lessor of the One Part and the said Sri Ajit Kumar Mukherjee therein described as the Lessee of the Other Part, the said Lessor granted and demised unto the said Lessee, the said Premises known as "Atal Kutir" together with the land thereunto belonging for a period of 21 years on the terms and conditions particularly mentioned in the said Deed.

AND WHEREAS the said Ajit Kumar Mukherjee subsequently thereafter requested the said Tapendra Kumar Ghosh to accept M/s. Matling Engineering India Pvt. Ltd., as the Lessee of the said premises in place of him the said Ajit Kumar Mukherjee which the said Lessor agreed and since then the several years past the said Matling Engineering India Pvt. Ltd. has been in possession and occupation of the said premises 'Aial Kutir' with the land thereunto belonging as the Lessee thereof and carrying on business there as Manufacturing with Mr. Ajit Kumar Mukherjee as the Managing Director and paying all rents and performing terms and conditions of the said Lease as the Lessee.

AND WHEREAS there is a period of 3 years 2 months remaining unexpired of the said Lease.

AND WHEREAS several winding up proceedings have been commenced against the said M/s. Matling Engineering India Pvt. Ltd..

AND WHEREAS by an Order dated 15.01.1992 passed by the Hon'ble High Court, in Calcutta in Company Petition No. 184 of 1990 it was directed that if the Company fails to pay all arrears due by if by 22nd January, 1992 the official liquidator will take possession of the assets of the company in terms of the order made on 11th September, 1991 and all parties were directed to act on a signed copy of the minutes of the said Order.

AND WHEREAS by a letter dated the 4th April, 1992 the Advocate on record for Matling Engineering India Pvt. Ltd. intimated that the said Matling Engineering India Pvt. Ltd. had cleared all arrears due by 22nd January, 1992 and an such winding up order has not come into force and the official liquidator has not taken possession of the assets of the Company.

AND WHEREAS it was agreed between Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee and the said M/s. Matling Engineering India Pvt. Ltd. that the said Matling Engineering India Pvt. Ltd. or its associate or Partner would purchase the right, title and interest of the said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee, under the said Lease of or for the price of Rs.64,000/- (Rupees Sixty Four Thousand) only.

AND WHEREAS the said M/s. Matling Engineering India Pvt. Ltd. by a Board resolution dated 16.03.1992 requested the said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee, to convey, sell, transfer and assign their right, title and interest to the Purchaser.

AND WHEREAS the said Tapendra Kumar Ghosh died on 22nd February, 1979 having previous thereto made duly his Last Will and Testament dated 29th January, 1979 whereby

described in the Schedule thereof written to his four daughters said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee.

AND WHEREAS Probate of the said will and testament dated 29th January, 1979 has been granted by the Hon'ble High Court at Calcutta to the executrix named therein.

AND WHEREAS by virtue of the said Last Will and Testament the said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee therein became the joint Owners of the said premises known as "Atal Kutir" together with the structures standing thereon and to the Land thereunto belonging, subject to the unexpired period of lease in favour of Matling Engineering India Pvt. Ltd.

AND WHEREAS by an Indenture dated 28.04.1992 made between the Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee therein described as the Vendors of the First Part and the said Sri Ajit Kumar Mukherjee, therein described as the Confirming Party of the Third Part and the said M/s. Matling Engineering India Pvt. Ltd. therein described as the Confirming Party of the Fourth Part jointly sold, conveyed and transferred of all that the land and premises known as "Atal Kutir" containing an area of 5 Cottahs more or less but actually physical measurement an area 4 Cottahs 8 Chittacks 6 Sq.ft. more or less, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in R. S. Dag No. 1077, under R. S. Khatian No. 298, within the jurisdiction of Khardaha Police Station within the local limits of Panihati Municipality unto and in favour of Sri Nemai Samanta, son of Khirud Prasad Samanta, duly registered before the A.D.S.R.O. Barrackpore executed on 28.04.1992 and recorded in Book No. 1, Volume No. 64, pages 389 to 408, Being No. 2938, for the year 1992, against valuable consideration mentioned thereon.

AND WHEREAS thereafter the said Lessee M/s. Matling Engineering India Pvt. Ltd. surrendered its lease-hold right over and above the aforesaid property unto and in favour of said Sri Nemai Samanta, by virtue of a Deed of Bengali Istafa Patra (Deed of Surrender), which was duly before the A.D.S.R.O. Barrackpore, executed on 29.04.1992, recorded in Book No. I, Volume No. 65, Pages 1 to 6, Being No. 2939 for the year 1992 and accordingly the said Sri Nemai Samanta became the sole and absolute Owner of the above mentioned property and enjoyed the same peacefully, freely, absolutely and without any interruption from any corners.

AND WHEREAS while seized and possessed of the same the said Sri Nemai Samanta gifted and transferred the said property measuring an area of 4 (four) Cottahs 8 (eight) Chittacks 6 (six) sq. ft. more or less together with a structure standing thereon, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in C.S. & R. S. Dag No. 1077, under C.S. & R. S. Khatian No. 298, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, in the District of North 24-Parganas unto and in favour of his daughter namely Smt. Mayurika Hazra, wife of Sri Lal Mohan Hazra of Muraripukur Mitra Road, P.S. Khardaha, District North 24-Parganas, by virtue of one Deed of Gift executed on 08.12.2000 and registration on 27.03.2001, duly registered before the A.D.S.R.O. Barrackpore and recorded in Book No. 1, Volume No. 54, pages 29 to 38, Being No. 2085, for the year 2001 by virtue of natural love and affection upon herself.

AND WHEREAS by virtue of aforesaid Deed of Gift, the said Smt. Mayurika Hazra became the sole and absolute owner of the said property and mutated her name in the records of local Panihati Municipality and obtained Holding No. 77F, B. T. Road, Kolkata - 700 058 under Ward No. 6 and paid relevant taxes in her name as absolute owner and occupier thereof and was seized and possessed of the same free from all sorts of encumbrances.

AND WHEREAS at the time of L.R. Settlement, the said R.S. Dag converted to same L.R. Dag No. under L.R. Khatian No. 5 in Mouza - Agarpara recorded as aforesaid previous Owner Sri Achal Kumar Sen, son of Late Atal Kumar Sen.

AND WHEREAS with a view to sell out the said property the said Smt. Mayurika Hazra, wife of Sri Lal Mohan Hazra appointed (1) Sri Durga Shaw, son of Late Ful Chand Shaw of 81, Nilganj Road, Panja Villa, P. O. Agarpara, P. S. Belghoria, Dist. North 24-Parganas, Kolkata - 700 109 and (2) Sri Ajoy Mondal, son of Late Purna Chandra Mondal of 2/1/1, Tal Bagan Main Road, P. O. Chandanpukur, P. S. Titagarh, Dist. North 24-Parganas, Pin - 700 122 as her Constituted Attorney by virtue of one General Power of Attorney duly registered in the Office of the A.D.S.R. Sodepur on 11.05.2021 and recorded in Book No. IV, Volume No. 1524-2021, pages 139714 to 139736, Being No. 152403587, for the year 2021.

AND WHEREAS while seized and possessed of the same the said Smt. Mayurika Hazra, wife of Sri Lal Mohan Hazra through her aforesaid Constituted Attorney namely (1) Sri Durga Shaw, son of Late Ful Chand Shaw of 81, Nilganj Road, Panja Villa, P. O. Agarpara,

P. S. Belghoria, Dist. North 24-Parganas, Kolkata - 700 109 and (2) Sri Ajoy Mondal, son of Late Purna Chandra Mondal of 2/1/1, Tal Bagan Main Road, P. O. Chandanpukur, P. S. Titagarh, Dist. North 24-Parganas, Pin - 700 122 sold, conveyed and transferred a portion of her aforementioned property measuring an area of 2 (two) Cottahs 4 (four) Chittacks 3 (three) sq. ft. more or less together with 100 sq. ft. R.T.S. standing thereon out of entire property, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in C.S., R. S. & L. R. Dag No. 1077, under R. S. Khatian No. 298 corresponding to L.R. Khatian No. 5, being Holding No. 77F, B. T. Road, Kolkata - 700 058, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under Ward No. 6, A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas unto and in favour of Sri Devi Shaw, the Owner herein by virtue of one Deed of Conveyance dated 19th day of August, 2021 duly registered before the District Sub-Registrar - I, North 24-Parganas at Barasat and recorded in Book No. 1, Volume No. 1501-2021, pages 332249 to 332280, Being No. 150108826, for the year 2021 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Deed, the said Sri Devi Shaw, the Owner herein became the sole and absolute owner of the said property measuring an area of 2 (two) Cottahs 4 (four) Chittacks 3 (three) sq. ft. more or less together with 100 sq. ft. R.T.S. standing thereon being Plot No. 'A', lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, C.S., R. S. & L. R. Dag No. 1077, under R. S. Khatian No. 298 corresponding to L.R. Khatian No. 5, being Holding No. 77F, B. T. Road, Kolkata - 700 058, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under Ward No. 6, A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Owner will think fit and proper.

AND WHEREAS the Owner is desirous of the construction of a G+5 storied building on the said plot of land consisting with various number of floors for commercial and residential flats, shop rooms, show rooms, garages, open car parking spaces, godowns etc. according to the drawing, plan and specification approved by the concerned Panihati Municipality.

AND WHEREAS the Developer has agreed with the Owner for the construction of the said G+5 storied R.C.C. framed structure with brick built building containing various numbers of floors on the said plot of land as per drawing plan and specifications and duly signed by the Owner and sanctioned by the competent authority and in conformity with the said details of construction under and subject to the terms and conditions hereinafter written.

AND WHEREAS the Owner hereby declares that the said plot of land is free from all encumbrances and the Owner has marketable title thereto.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

ARTICLES – I – DEFINITIONS :-

- i) ARCHITECT shall mean any person or firm appointed or nominated by the Developer as Architect for the supervision of the construction of the said G+5 storied brick built building, who is duly capable, competent and authorized for doing so.
- ii) OWNER shall mean and include the said SRI DEVI SHAW, (PAN CCVPS5244R, Aadhaar No. 389094715123), son of Late Phul Chand Shaw, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 81, Nilganj Road, Panja Villa, P. O. Agarpara, P. S. Belghoria, Kolkata - 700 109, Dist. North 24-Parganas and his heirs, executors, administrators, legal representatives and assigns.
- iii) DEVELOPER / PROMOTER shall mean include the said GITANJALI CONSTRUCTION, having PAN AASFG7040C, a Partnership firm, having its Principal place of business at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. North 24-Parganas, West Bengal, represented by its Partners namely - (1) SRI BARUN DEV BHATTACHARYA, having PAN AKEPB2262R, Aadhaar No. 587922704271, son of Late Basudev Bhattacharya, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. North 24-Parganas, (2) SRI SUBHASIS DAS (PAN - ADOPD7160P, Aadhaar No. 436944011285), son of Late Balai Chandra Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 11A, Sree Gopal Mallick Road, P.O. Ariadaha, P.S. Belghoria, Kolkata - 700 057, Dist. North 24-Parganas, (3) SRI SANKAR DEY (PAN - AGFPD3992D, Aadhaar No. 938715941069), son of Late Jagadish Chandra Dey, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 6/9, R.N. Tagore Road, P.O. Dakshineswar, P.S. Belghoria, Kolkata - 700 076, Dist. North 24-Parganas, (4) SRI PRADIP PANDEY (PAN - AOVPP2827F, Aadhaar No. 338975150433), son of Sri Rama Sankar Pandey, by faith - Hindu, by Nationality - Indian,

Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, (5) MATIUR RAHAMAN (PAN - AGGPR3714E, Aadhaar No. 248774850061), son of Late Lutfar Rahaman, by faith – Muslim, by Nationality – Indian, by Occupation – Business, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas and (6) SRI RATAN LAL DAS (PAN – AFMPD8266J, Aadhaar No. 921865002650), son of Late Sohan Lal Das, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at 65/3, Dharendra Nath Chatterjee Road, P.O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas and its successors and successors in office and assigns

iv) BUILDING shall mean the proposed G+5 storied R.C.C. framed structure with brick built G+5 storied building to be constructed on the said land according to the drawing plan and specifications approved and duly signed by the Owner and sanctioned by the competent authority and constructed in conformity with the details of construction given to the annexure 'A' hereunder written.

v) BUILDING PLAN shall mean drawings, plans and specifications for the construction of the said building which to be sanctioned by the competent authority and shall include any renewal or amendments thereto and/or modification thereof made or caused by the developer after approval and duly signed by the Owner or any other Government Authority.

vi) COMMON AREAS AND FACILITIES shall mean unless the context otherwise require the items specified in sanction 3(d) of the West Bengal Apartment Ownership Act, 1972 and morefully mentioned in the Schedule 'C' hereunder.

vii) OWNER'S ALLOCATION :

It is agreed by the Parties that in consideration of the said land measuring 2 (two) Cottahs 4 (four) Chittacks 3 (three) sq. ft more or less, the Owner herein shall be entitled to get as his measurement of aforesaid land which to be allocated in the manner as follows :-

- a) One self contained a compact Shop Room for commercial purpose at Front portion on the Road side on the Ground Floor, measuring a covered area 1750 (One Thousand Seven Hundred Fifty) Sq.ft. more or less (Frontage South to North – 28' width) together with undivided share or interest of underneath land.
- b) One self contained a compact Show Room for commercial purpose on the First Floor at South-East side, measuring a covered area 2000 (Two Thousand) Sq.ft. more or less including proportionate stair and lift area together with undivided share or interest of underneath land along with common areas and facilities only on the Ground to First Floor of the proposed building.

Be it mentioned here that if the Developer has absolute liberty to amalgamate the said property with other adjacent property or properties at the costs of the Developer herein and in that event the Owner herein shall have no objection for the same in any manner whatsoever before the Developer herein and the Owner shall not claim any monetary benefit for any constructed area of the amalgamated property.

That the Owner will demolish the existing structure and will taken all building materials and in that event the Developer shall have no right to raise any objection thereto in any manner whatsoever and shall not claim any monetary benefit for the same from the Owner herein.

Save and except the aforesaid allocated portions, the remaining portions / constructed area of the proposed building will exclusively belong to the Developer's Allocation together with rights to sell (by way of execution and registration of the flats, other commercial spaces etc. by respective Deed of Conveyance excepting Owner's Allocation), convey and transfer the same to any intending buyer or buyers alongwith the rights to collect the entire consideration for the same from them and in that case the OWNER shall not be entitled to raise any objection thereto in any manner whatsoever.

- viii) TRANSFER with the grammatical variations shall mean transfer by way of sale of the super built up space excepting the Owner's allocation to be transferred by the Developer for consideration to the intending transferee or transferees.
- ix) TRANSFEREES shall mean the purchaser or purchasers to whom any floor space in the said building will be transferred for consideration and shall not include the Owner's Allocation.
- x) THE SAID PLOT OF LAND shall mean all the piece or parcel of land particularly mentioned and described in the Schedule 'A' hereunder written.

ARTICLE – II : DEVELOPER'S RIGHTS AND LIABILITIES :-

That the Owner shall grant an exclusive right to the Developer to build upon the said plot of land in accordance with the sanction building plan / plans and specifications approved by the Owner and to be sanctioned by the competent authority and in conformity with the said details of construction and to sell the said built up space excluding the Owner's allocation to

transferee or transferees selected by the Developer and to obtain necessary advance from such transferee at its sole discretion on such terms and conditions as the Developer thinks fit and proper.

The Owner herein empowering and appointing the said Developer as his true and lawful Attorney to obtain Sanctioned Building Plan and the construction therein, the said plot of land and the Owner has agreed to execute a Development Power of Attorney in favour of the Developer, as his Attorney.

PROVIDED ALWAYS that any advance or payment to be obtained by the Developer shall be at its own risk and responsibility and the Owner shall not at all be liable or responsible for the same or any portion thereof.

PROVIDED ALSO that the Developer shall not be entitled to transfer in any manner whatsoever or encumber the Owner's allocation which will be handed over to his in consideration of these presents as provided hereinafter.

1. The Developer shall bear and pay all such charges for the sanction of the building plan as shall be required by the competent authority including mutation and conversion charges if any of the said plot of land to Bastu or Homestead land (if any) and shall comply with any sanction provision clearance or approval as may be required.
2. All applications and other necessary papers and documents and drawings plans and specifications in connection with the construction of the said building shall be signed by the Owner and submitted by the Developer in all respect. However, the Developer who shall pay, bear all fees charges and expenses required to be paid or deposited to perform any such job or to cause any such job to be performance.
3. The Owner has also agreed that the Developer shall have the right to enter into agreement for selling of built up space and collect money as consideration from the intending purchaser or purchasers of all the floors or flats excluding the Owner's allocation at its own risk and responsibility and the Owner not being responsible or liable for booking fees or installments of purchase price of flats received by the Developer from the transferee or transferees.

ARTICLE - III - BUILDING :-

DEVELOPER at its own cost or may with advances received from the intending transferees shall construct the said building on the said plot of land PROVIDED ALWAYS that the Developer shall not at all be responsible or liable for any such advance taken by the Developer,

nor shall it be presumed that the Owner had consent to such advance. The Developer may in the name of the Owner, but at its own cost and expenses in so far as may be necessary apply for and obtain quoted entitlements allocations of cement and steel solely for the purpose of the construction of the said building PROVIDED ALWAYS that the Developer shall be the custodian of such allocated goods and shall be liable and answerable to the proper authority for all such allocations and similarly it may apply for and obtain temporary and/or permanent connection and other imputes and facilities required for the construction for which purpose the Owner shall execute in favour as may be required by the Developer and shall also sign all such applications and other documents which shall be required for the purpose of and in connection with the construction of the said building PROVIDED ALWAYS that all costs and expenses shall be borne and payable by the Developer and the Owner shall not be liable for the same.

ARTICLE -IV- BUILDING ALLOCATION : -

(i) Immediately upon the completion of the construction of the said building on the said plot of land in all respects in accordance with the sanctioned building plan and also in conformity with details of constructions and certified by the Architect of the Developer that the building has been so constructed and completed, the Developer shall deliver to the Owner the Owner's allocation which will absolutely belong to him and the Owner shall not have any right, title, interest, claims or demand whatsoever to the remaining Developer's allocation thereon.

Until vacant possession of the Owner's allocation is fully complete and in habitable nature is given to the Owner the developer shall not have any right to transfer or deliver possession of other floors in the said building PROVIDED ALWAYS that after having delivered to the Owner the Owner's allocation in consideration of this Agreement the Developer shall be fully entitled to transfer other built up space at its sole discretion and the Owner shall not have any claim or interest for the consideration money received there from for the construction of the said building.

The common areas facilities including ultimate roof, stair case landings, corridors, passage, boundary wall, common electric meter space etc, etc. to be constructed in the said building shall be for the common use of the Owner or his assigns and transferees and other transferees of other flat owners for ingress to and egress from their respective floors to the main road.

ARTICLE – V – COMMON EXPENSES

The Owner and Developer or their nominees shall pay and bear proportionate share of all ground rent property maintenance charges, municipal taxes and dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act 1972 in respect of their occupied space as may be determined jointly by the Owner and developer until an association of flat Owner be formed by the Owner and transferees of all other floors in the said building is formed.

ii) The Owner shall, until formation of a Co-operative Society or any Association of the floor or the flat Owner, pay regularly and punctually, his proportionate share of the said common expenses and in case of the Owner's failure of doing so, he shall be liable for the same and for all claims, actions, demands, costs, charges, expenses and / or proceedings whatsoever may arise out of such default and the Owner hereby agrees to keep the Developer indemnified and harmless consequent upon such default made by the Owner.

ARTICLES – VI – COMMON RESTRICTIONS

The Owner's allocation in the said building shall be subject to the same restrictions on transfer and use as are applicable to the developer's allocation in the said building intended for the common benefits of all occupiers of the said building which shall include the following :-

i) Both the parties i.e. Owner and the developer shall not use or permit to use the Owner's allocation in the said building or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor for any purpose which may cause any nuisance to the other occupiers of the said building.

ii) Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration thereon without the previous consent of the other party in this behalf and such consent shall not be withheld unreasonably.

iii) Neither party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.

iv) The proposed transferee shall give written understanding to be bound by the terms and conditions hereof and thereof and shall duly and promptly pay all and whatsoever shall be payable in relation to the area in their possession as well as for the common expenses.

v) Both the parties shall abide by all laws, bye laws rules and regulations of the Government, local bodies as the case may be for the time being in force and shall attend to

answer and be responsible for any deviations, violations and/or breach of any of the said law and regulations.

vi) The respective allottee or allottees shall keep the interiors walls, sewers, drains, pipes and other fittings, fixtures, appurtenances, floor, ceiling etc. in each of their respective allocation in the said building in good working conditions and repair and in particular shall not cause any damage to the said building or any part of their space or accommodation therein and shall keep all the other occupiers of the building indemnified from and against the consequences of any such damage.

vii) No goods or other articles shall be kept by the Owner or the developer or the transferees for display or otherwise in the corridors or other places of common use in the new building and in case any hindrance is caused in any manner in the free movement, either party shall be liable to remove the same at the risk and cost of the other party causing the same.

viii) The Owner shall permit the developer and its employees and agents with or without workmen and other with some reasonable limitations to enter into and upon the Owner's allocation and every part thereof for the purpose of maintenance or repairing of any part of the building and/or for the purpose of repairing maintaining, re-building, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining repairing and testing drains, gas lines, water pipes and electric wires and for any other similar purposes.

ARTICLE – VII

OWNER' OBLIGATION

i) The Owner shall clear up Govt. rent Municipal Tax and other outgoings payable in respect of the said plot of land upto the date of these presents.

ii) During the continuance of the agreement the Owner shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the said building by the developer but the Owner shall with or without the architect have full right to enter the said building and to inspect the construction work carried on by the developer.

iii) The Owner shall convey at the cost of the developer and/or transferee or transferees the proportionate share of the said plot of land to the transferees and / or floors or flats i.e. excluding the Owner's allocation of the said building.

iv) The Owner shall be a member of any association or Co-operative Society that may be formed consisting of all flat Owner and shall abide by all the laws rules and regulations adopted by such association or Co-Operative Society.

vi) The Owner hereby declares that he has good right and full power to enter into this agreement with the developer and the Owner hereby undertakes to indemnify and keep indemnified the developer from and against any and all third party claims, actions and demands whatsoever in respect of the said plot of land and not for the construction thereon whereas the construction will be made by the developer under this agreement.

vii) The Owner undertakes not to create encumbrances or charges on the said plot of land or deal with the same otherwise than in the manner stated in clause (iii) above.

viii) To enable the developer to develop the said property, the Owner shall grant in favour of the developer a Registered Development Power of Attorney at the time of execution of this Development Agreement unto the favour of the Developer, empowering itself to sell, convey and transfer its allocated portions to others after obtaining the requisite permission from the competent authority.

DEVELOPER'S OBLIGATION

1. To pay all outgoings from the date of these presents :-

2. (a) To arrange appoint or nominate at its sole risk responsibility and cost architect, contractors, sub-contractors or labourers for carrying out and proceed with the construction of the said building and other common spaces according to the approved drawing plans and specifications and in conformity and arrange building materials articles, tools and other implements and to hire and engage suppliers, labour and to pay and meet with their remuneration fees and salaries. The Owner shall never be liable for any such dealings and / or transaction by the developer.

b) To construct and complete the said building as per Indian standard specification and with best available materials and in accordance with the drawings, plans and specifications to be approved by the Owner and sanctioned by the competent authority and in conformity with the said details of construction.

c) To complete the work of construction and to do all other acts, deeds and things as maybe found necessary for smooth and expeditious to the constructions of the said building.

3. The construction work shall be at the sole risk and responsibility of the developer and it is mutually agreed and clearly understood that the Owner shall not be responsible for any Technical and/or Engineering defect in construction for which the developer shall be solely responsible and directly answerable to the concerned authority and to the Owner.

4. The Developer shall construct the said building in the manner as aforesaid incurring and meeting all the expenditure therefore not the construction e.g. payments for building

materials, fees and remuneration of Architects, labour payment etc. in such manner as the developer shall think fit and proper at its absolute discretion. The Owner shall not be liable or responsible for such payment or any part thereof.

5. If for any reason any losses are incurred and damages caused or suffered on account of negligence of the developer or the sub-contractor's agent, architects, labour etc. in connection with the construction of the said building the developer shall be solely liable therefore and shall keep the Owner indemnified from any such losses or damages.

6) The Developer shall complete the construction of the said building according to the drawings plans and specifications sanctioned by the competent authority and in conformity with the details of construction within **36 (Thirty Six) months** from the date of obtaining the Sanctioned Building Plan and a further period of **6 (six) months** shall be extended due to force-mejre clause, if required.

6(a) If lock down will declare by the Govt. after obtaining the building sanction plan, then the said lock down period will be discounted from the completion time in discussion between the Owner and the Developer.

7. The Developer undertake to keep the Owner indemnified from and against all third party claim and actions arising out of any act or occasion on the part of the developer in or relating to the construction of the said building.

8. As soon as the said building is completed in all respect as stated in clause above the developer shall give notice in writing to the Owner under registered post to take possession of the Owner's allocation agreed to be provided as consideration as aforesaid and as and from the date of service of such notice and at all times thereafter the Owner shall be responsible for payment of proportionate share of common expenses as per article – V above payable in respect of the Owner's allocation and the said proportionate rate to be determined prorata with reference to the salable flats in the said building.

9. It is noted that after obtaining the building sanction plan the Developer shall have the absolute liberty to demolish the existing building lying on the schedule mentioned property and shall also be entitle to take the requisite materials and / or debris and in that case the Owner shall never claim any portions thereof

10) The Developer has also the liberty to obtain financial assistance from any Bank or person or persons by creating mortgage over its allocated portion (excluding Owner's Allocation) without hampering the interest of the Owner.

ARTICLE – VIII – OWNER INDEMNITY

1. The Owner hereby undertakes that the developer shall be entitled to the said construction and shall enjoy his allocated space without any interference and or disturbances provided, the developer performs and fulfils all the terms and conditions herein contained and / or its part to be observed and performed.

2. The Owner hereby undertakes that after signing of this Agreement, **three month** is enough to handed over the vacant possession of the said premises to the Developer herein from the date of signing of this Agreement.

ARTICLES – IX – DEVELOPER'S INDEMNITY

a) The developer hereby undertakes to keep the Owner indemnified against all third party claim and action arising out of any sorts of act or omission in the building.

b) The developer hereby undertake to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's actions with regard to the development of the said property and/or in the manner of construction of the said building and/or for any defect therein.

ARTICLES – X – MISCELLANEOUS

1. It is understood that from time to time to enable the construction of the said building by the developer various acts, deeds, matters and things not herein specifically referred to may be legally required to be done by the developer for which may be required the authority of the Owner and various applications and other documents may be necessary to be signed or made by him for and in connection with the construction of the said building for which no specific provision has been made herein. The Owner hereby undertakes to sign and execute all such additional applications and other documents as may be legally required for those purposes.

2. The Owner and developer have entered into this agreement purely on a principal to principal basis and nothing stated herein shall be deemed to be construed as partnership between the developer and the Owner or as Joint Venture between them.

3. All notice required to be given either to the Owner or the developer should be sent under registered post or by hand delivery with proper receipt at respective address given above or at any other address communicated in writing by the either party to the other party.

4. Approval of the building plan and specification by the Owner for sanction for the constructions of the said building shall be final and binding upon the parties hereto and no objection will be raised regarding construction work done in accordance with such sanctioned building plan and in conformity with the details of construction Plan.

6) If inspite of the developer complying with and performing the terms of this agreement the Owner causes any disturbance to the progress of the work or causes breach of any of the terms to be completed with by them the Owner shall be liable to fully compensate the developer the loss which it may suffer thereby.

7) After signing this Agreement all original documents relating to the said premises i.e. Title Deed, Parcha, Khajna, municipal tax receipts should be handed over to the Developer by the Owner for the purpose of construction work.

ARTICLES – XI – LEGAL ACTION

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 hereinbefore mentioned alternatively at anytime for any dispute that may arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or for determination of any liability of any of the parties under this agreement and the same shall be referred to the Arbitration of a single Arbitrator and in case the parties agree to the use otherwise two Arbitrator, one to be appointed by each of the parties in dispute and the same shall be deemed to be reference within the meaning of the Arbitration Act, or any statutory modification thereunder in force or effect.

ARTICLES – XII – JURISDICTION

Under the original jurisdiction of the Ld. District Judge at Barasat shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of a plot of bastu land measuring an area of 2 (two) Cottahs 4 (four) Chittacks 3 (three) sq. ft. more or less together with 100 sq. ft. residential roof tile shed structure standing thereon being Plot No. 'A', lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised in C.S., R. S. & L. R. Dag No. 1077, ...

No. 77F, B. T. Road, P.O. Kamarhati, Kolkata – 700 058, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, Ward No. 6, under Additional District Sub-Registration Office at Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas, which is butted and bounded as follows :-

ON THE NORTH : Plot No. 'B'.
ON THE SOUTH : 19'-0" wide Murari Mohan Mitra Road.
ON THE EAST : P.W.D. drain and thereafter 80'-0" wide B. T. Road.
ON THE WEST : Land of Saswati Kundu and others.

THE SCHEDULE 'B' ABOVE REFERRED TO

OWNER'S ALLOCATION :

It is agreed by the Parties that in consideration of the said land measuring 2 (two) Cottahs 4 (four) Chittacks 3 (three) sq. ft. more or less, the Owner herein shall be entitled to get as his measurement of aforesaid land which to be allocated in the manner as follows :-

- a) One self contained a compact Shop Room for commercial purpose at Front portion on the Road side on the Ground Floor, measuring a covered area 1750 (One Thousand Seven Hundred Fifty) Sq.ft. more or less (Frontage South to North – 28' width) together with undivided share or interest of underneath land.
- b) One self contained a compact Show Room for commercial purpose on the First Floor at South-East side, measuring a covered area 2000 (Two Thousand) Sq.ft. more or less including proportionate stair and lift area together with undivided share or interest of underneath land along with common areas and facilities only on the Ground to First Floor of the proposed building.

Be it mentioned here that if the Developer has absolute liberty to amalgamate the said property with other adjacent property or properties at the costs of the Developer herein and in that event the Owner herein shall have no objection for the same in any manner whatsoever before the Developer herein and the Owner shall not claim any monetary benefit for any constructed area of the amalgamated property.

That the Owner will demolish the existing structure and will taken all building materials and in that event the Developer shall have no right to raise any objection thereto in any manner whatsoever and shall not claim any monetary benefit for the same from the Owner herein.

Save and except the aforesaid allocated portions, the remaining portions / constructed area of the proposed building will exclusively belong to the Developer's Allocation together with rights to sell (by way of execution and registration of the flats, other commercial spaces etc. by respective Deed of Conveyance excepting Owner's Allocation), convey and transfer the same to any intending buyer or buyers alongwith the rights to collect the entire consideration for the same from them and in that case the OWNER shall not be entitled to raise any objection thereto in any manner whatsoever.

THE SCHEDULE 'C' ABOVE REFERRED TO
COMMON AREAS COMMON FACILITIES
AND COMMON EXPENSES

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

- i) Land under the said building described in the Schedule – 'A'.
- ii) All side spaces, back spaces, paths, passages, drain ways, boundary wall, ultimate roof, community hall and indoor recreation room in the land of the said building.
- iii) General lighting of the common portions and space for installations of electric meter in general and separate.
- iv) Drains and sewers from the building in the Municipal connection drains and/or sewerage.
- v) Stair case and staircase landings.
- vi) Lobbies in each floor.
- vii) Common septic tank.
- viii) Common water pump.
- ix) Common water reservoir.
- x) Water and sewerage evicton from the pipes of the every units, to drain and

- xi) Common electric line.
- xii) One Lift and its accessories in each Blocks.
- xiii) Community Hall
- xiv) Indoor Recreation Room.

SCHEDULE 'D' ABOVE REFERRED TO
(SPECIFICATION)

1. Exterior brick work shall be of 8" thickness while the internal wall will be of 5", the partition between the flat will be of a 5" thickness.
2. All windows will be Aluminum sliding with Glass fittings.
3. All Door shall be flush palla with ply board of local made and bath room door will be made of P.V.C.
4. Walls will be of usual plaster followed by Wall putty.
5. No internal colouring shall be done.
6. Floor including skirting will be made of **Marble/Tiles**.
7. Toilet : - One Western type Commode with low-down cistern white glazed white tiles upto 6'-0" on skirting along with two taps and one shower.
8. One 18" white wash basin shall be fitted in convenient space.
9. Kitchen – Cooking desk with sink and tiles shall be fitted upto 3' on the black stone with two tap water point.
10. Water Supply – a Submersible pump will be provided for water and the water will be reserved in overhead water tank and shall be distribute by pipe lines.
11. Electricity : Conceal wiring with 15 numbers (One Bed room), 22 numbers (Two Bed room), 30 numbers (Three Bed room) electrical point will be provided.
12. One Lift will be provided in each Block.

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

IN WITNESS WHEREOF the Owners and developer set and subscribed their respective hands and signature on the date, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the parties in the
Presence of :-

1. *Sanjay Mandal.*
L.C.
High Court - Calcutta

2. *Bijoy Roy*
148/1 G.L.T. Road
KOL-108

[Signature]

SIGNATURE OF THE OWNER

GITANJALI CONSTRUCTION

Subhas Das
Partner

Drafted by :-

Pranab Mitra

Mr. Pranab Mitra
Advocate
High Court, Calcutta
Regn. No. WB-56/91

GITANJALI CONSTRUCTION

Sankar Das
Partner

GITANJALI CONSTRUCTION

Bannan Bhattacharya
Partner

SIGNATURE OF THE DEVELOPER

T E N FINGER PRINT

 <i>इकी सा</i>					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
Right Hand					
 <i>सुबोधन दा.</i>					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
Right Hand					
 <i>Sanjay Des</i>					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
Right Hand					

T E N F I N G E R P R I N T

 <i>Brandon Blunt</i>					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

DEVI SHAW

PHUL CHAND SHAW

20/12/1976

Permanent Account Number

CCVPS5244R

देवीश्वर

Signature



देवीश्वर



भारत सरकार
Government of India

Dr. Shaw
DOB: 20/12/1976
Male



3890 9471 5123

मेरा आधार, मेरी पहचान

देवी शर्मा



एकलिंग प्रमाणन प्रणाली
Unique Identification Authority of India

Address:
S/O. Fulchand Shaw, PANJA VILLA, 81 NILGANG ROAD,
Agarpara, Agarpara, North 24 Parganas, West Bengal,
700109

3890 9471 5123



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Banman Bhattacharya

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BARUN DEV BHATTACHARYA
BASUDEV BHATTACHARYA

03/12/1971

Permanent Account Number

AKEPB2262R

[Handwritten signature]

Barun Bhattacharya





ভারত সরকার

Government of India



বরুন দেব ভট্টাচার্য

Barun Dev Bhattacharya

পিতা : বাসুদেব ভট্টাচার্য

Father : Basudev Bhattacharya

মন্মতাঙ্কি/DOB: 03/12/1971

পুরুষ / Male



5879 2270 4271

আধার - সাধারণ মানুষের অধিকার



ভারতের অনন্য পরিচয় প্রাধিকরণ

Unique Identification Authority of India

ঠিকানা: এ, সূর্যসেন রোড
বরানগর (এম), আলম বাজার
উত্তর ২৪ পরগণা, পশ্চিম বঙ্গ,

Address: 107/A, SURYA
SEN ROAD, Baranagar (m),
Alam Bazar, North 24
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Barun Dev Bhattacharya

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INCOME TAX DEPARTMENT

SUBHASIS DAS

BALAI CHANDRA DAS



भारत सरकार

GOVT. OF INDIA



23112010

15/12/1962

Permanent Account Number

ADOPD7160P

Subhasis Das

Signature

Subhasis Das



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

ভারতীয় পরিচয় আইডি / Enrollment No.: 1111/11654/34819

To
শ্রীশ্রী দাস
Subhasis Das
S/O: Baisi Chandra Das
11/A SHREE GOPAL MALLICK ROAD
ARIADAHIA
Kamarchali (in)
Arudaha
North 24 Parganas North 24 Parganas
West Bengal 700057

25/11/2014
192895412



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আপনার আধার সংখ্যা / Your Aadhaar No. :

4369 4401 1285

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India
শ্রীশ্রী দাস
Subhasis Das
জন্মতারিখ / DOB : 15/12/1962
পুরুষ / Male



4369 4401 1285

আধার - সাধারণ মানুষের অধিকার

Subhasis Das





ভারত সরকার
Unique Identification Authority of India
Government of India

ভারত সরকার
Unique Identification Authority of India
Government of India
ভারত সরকার আই ডি / Enrollment No.: 1111/11871/00334

To
শ্রী
Sankar Dey
S/O: Jagadish Chandra Dey
6/9 R.N. TEGORE ROAD
Kamrhati (m)
Dakshineswar
North 24 Parganas North 24 Parganas
West Bengal 700076

192442444



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আপনার আধার সংখ্যা / Your Aadhaar No.:

9387 1594 1069

আধার - সাধারণ মানুষের অধিকার

ভারত সরকার
Government of India



শ্রী
Sankar Dey
পিতা : জগদীশ চন্দ্র দে
Father: JAGADISH CHANDRA DEY
জন্ম তারিখ / DOB: 01/01/1975
পুরুষ / Male



9387 1594 1069

আধার - সাধারণ মানুষের অধিকার

Sankar Dey

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRADIP PANDEY

RAMA SANKAR PANDEY

14/05/1978

Permanent Account Number

AOVPP2827F

Pradip Pandey

Signature

Pradip Pandey



13072006

ভারত সরকার

Government of India

প্রদীপ পান্ডে

PRADIP PANDEY

পিতা : রামা শঙ্কর পান্ডে

Father : Rama Sankar Pandey



তারিখ/DOB: 14/05/1978

পুরুষ / Male



3389 7515 0433

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উত্তর ২৪ পরগনা, পশ্চিম বঙ্গ,

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Pradip Pandey

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INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MATIUR RAHAMAN

LUTFAR RAHMAN

01/01/1972

Permanent Account Number

AGGPR3714E

Matiur Rahman

Signature

Matiur Rahman



08012014

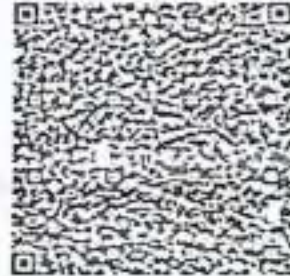
ভারত সরকার
Government of India

মতিউর রহমান

MATIUR RAHAMAN

জন্মতারিখ / DOB : 01/01/1972

পুরুষ / Male



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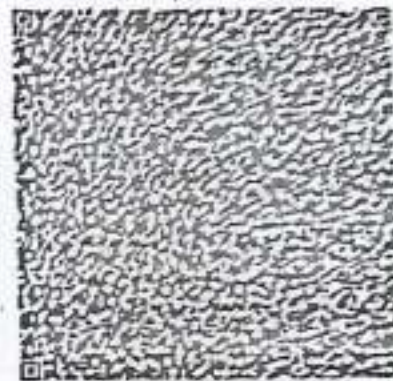
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ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

Unique Identification Authority of India

ঠিকানা: লুতফর রহমান, 107/এ, সূর্য
সেন রোড, বরানগর, বরানগর (এম),
উত্তর ২৪ পরগনা, পশ্চিম বঙ্গ, 700035



Address: C/O LUTFAR RAHAMAN, 107/A,
SURYA SEN ROAD, BARANAGAR,
Baranagar (m), North 24 Parganas, West
Bengal, 700035

2487 7485 0061



1947



help@uidai.gov.in

WWW

www.uidai.gov.in

Matiur Rahman

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AFMPD8266J



नाम /NAME

RATAN LAL DAS

पिता का नाम /FATHER'S NAME

SOHON LAL DAS

जन्म तिथि /DATE OF BIRTH

03-04-1966

हस्ताक्षर /SIGNATURE

Ratan Lal Das

Signature

आयकर अधिकारी (आय) वर्ग 1

Commissioner of Income-tax (Income) Category 1

Ratan Lal Das.

भारत सरकार

GOVERNMENT OF INDIA



रतन लाल दास

Ratan Lal Das

जन्मतिथि/DOB: 03/04/1966

पुरुष/ MALE

9218 6500 2650

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठेका:

653, डी.एन.सी. रोड, बरानगर (म), उत्तर 24

पारणस,

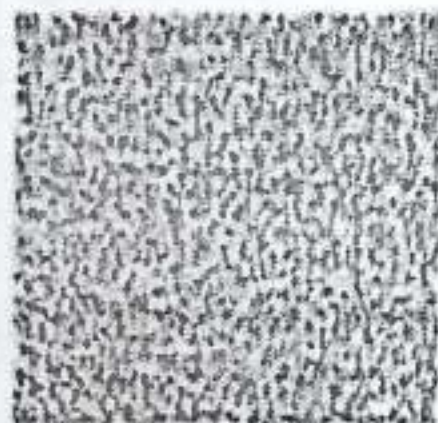
पश्चिम बंगाल - 700035

Address:

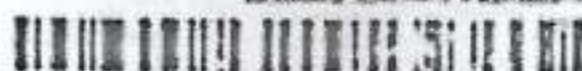
653, D.N.C. ROAD, Baranagar (m), North 24

Parganas,

West Bengal - 700035



9218 6500 2650



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help@uidai.gov.in



www.uidai.gov.in

P.O. Box No. 1947,
Bangalore-560 001

Ratan Lal Das.


ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন

IDENTITY CARD KTF3909470
 পরিচয় পত্র



Elector's Name	Bijoy Roy
নির্বাচিতকৃত নাম	বিজয় রায়
Father's Name	Rambhadr Roy
পিতার নাম	রামভদ্র রায়
Sex	ম
লিঙ্গ	পুরুষ
Age as on 1.1.2008	28
১.১.২০০৮-এ বয়স	২৮

Bijoy Roy

Address:
 108 / 1 Gopal Lal Thakur Road 20, Baranagar, North 24
 Pargana 700035

ঠিকানা :
 ১০৮/১ গোপাল লাল তাকুর রোড ২০, বারানাগর, উত্তর ২৪ পরগণা
 ৭০০০৩৫

Facetrace Signature
 Electoral Registration Officer
 নির্বাচন নিয়ন্ত্রক অফিসার

Accessibility Coordination: 137-Baranagar

নির্বাচন নিয়ন্ত্রক অফিস : ১৩৭-বারানাগর
 District/North 24 Pargana : কোর্ট : উত্তর ২৪ পরগণা
 Date: 07.07.2008 তারিখ: ০৭.০৭.২০০৮

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN:	192021220089757461	Payment Mode:	Online Payment
Date:	30/09/2021 21:02:44	Bank/Gateway:	State Bank of India
BRN:	CKR5644762	BRN Date:	30/09/2021 21:09:42
Payment Status:	Successful	Payment Ref. No:	2001985535/1/2021
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	AURA SERVICE XPRESS
Address:	BEL KOL 83
Mobile:	8296777712
Depositor Status:	Others
Query No:	2001985535
Applicant's Name:	Mr B ROY
Identification No:	2001985535/1/2021
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001985535/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	2020
2	2001985535/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				2041

IN WORDS: TWO THOUSAND FORTY ONE ONLY.

Major Information of the Deed

	I-1524-06591/2021	Date of Registration	01/10/2021
	1524-2001985535/2021	Office where deed is registered	
	30/09/2021 6:38:22 PM	1524-2001985535/2021	
Name, Address Details	B ROY 148/1, G.L.T. Road, Thana : Baranagar, District : North 24-Parganas, WEST BENGAL, PIN - 700108, Mobile No. : 9831031803, Status : Solicitor firm		
Transaction	Additional Transaction		
Sale, Development Agreement or Construction Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 57,07,501/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, , Ward No: 6
Holding No:77F JI No: 11, Pin Code : 700058

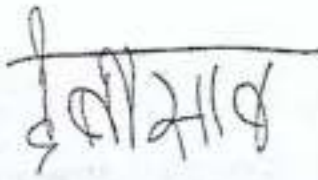
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1077 (RS :-)	LR-5	Bastu	Bastu	2 Katha 4 Chatak 3 Sq Ft	1/-	56,80,501/-	Width of Approach Road: 80 Ft.,
Grand Total :					3.7194Dec	1 /-	56,80,501 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	100 sq ft	1 /-	27,000 /-	



Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
SHAW (ant) Late Phul Chand Executed by: Self, Date of Execution: 01/10/2021 Admitted by: Self, Date of Admission: 01/10/2021, Place : Office			
	01/10/2021	LT1 01/10/2021	01/10/2021
81, Nilganj Road, Panja Villa,, City:- , P.O:- Agarpara, P.S:-Belghoria, District:-North24-Parganas, West Bengal, India, PIN:- 700109 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CCxxxxxx4R, Aadhaar No: 38xxxxx5123, Status :Individual, Executed by: Self, Date of Execution: 01/10/2021 , Admitted by: Self, Date of Admission: 01/10/2021 ,Place : Office			

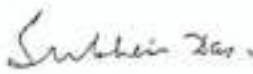
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	GITANJALI CONSTRUCTION 107/A, Surya Sen Road, City:- , P.O:- Alambazar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India PIN:- 700035 , PAN No.:: AAxxxxxx0C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

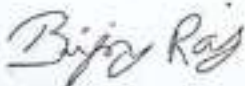
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr BARUN DEV BHATTACHARYA Son of Late Basudev Bhattacharya Date of Execution - 01/10/2021, , Admitted by: Self, Date of Admission: 01/10/2021, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td></td> <td>Oct 1 2021 11:49AM</td> <td>LT1 01/10/2021</td> <td>01/10/2021</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr BARUN DEV BHATTACHARYA Son of Late Basudev Bhattacharya Date of Execution - 01/10/2021, , Admitted by: Self, Date of Admission: 01/10/2021, Place of Admission of Execution: Office					Oct 1 2021 11:49AM	LT1 01/10/2021	01/10/2021
Name	Photo	Finger Print	Signature										
Mr BARUN DEV BHATTACHARYA Son of Late Basudev Bhattacharya Date of Execution - 01/10/2021, , Admitted by: Self, Date of Admission: 01/10/2021, Place of Admission of Execution: Office													
	Oct 1 2021 11:49AM	LT1 01/10/2021	01/10/2021										
107/A, Surya Sen Road, City:- , P.O:- Alambazar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700035, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx2R, Aadhaar No: 58xxxxxxxx4271 Status : Representative, Representative of : GITANJALI CONSTRUCTION (as partner)													



	Photo	Finger Print	Signature
SANKAR DAS Son of Late Jagadish Chandra Das Admitted by: Date of Admission: 01/10/2021, Place of Admission of Execution: Office	 Oct 1 2021 11:49AM	 LTI 01/10/2021	 01/10/2021
6/9, Sree Gopal Mallick Road, City:- , P.O:- Ariachaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx0P, Aadhaar No: 43xxxxxxxx1285 Status : Representative, Representative of : GITANJALI CONSTRUCTION (as partner)			
Name	Photo	Finger Print	Signature
Mr SANKAR DEY Son of Late Jagadish Chandra Dey Date of Execution - 01/10/2021, , Admitted by: Self, Date of Admission: 01/10/2021, Place of Admission of Execution: Office	 Oct 1 2021 11:50AM	 LTI 01/10/2021	 01/10/2021
6/9, R.N. Tagore Road, City:- , P.O:- Dakshineswar, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700076, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx2D, Aadhaar No: 93xxxxxxxx1069 Status : Representative, Representative of : GITANJALI CONSTRUCTION (as partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BIJOY ROY Son of Late Rambilas Roy 148/1, G.L.T. Road, City:- , P.O:- I S I, P.S:-Baranagar, District:-North 24- Parganas, West Bengal, India, PIN:- 700108	 01/10/2021	 01/10/2021	 01/10/2021
Identifier Of Mr DEVI SHAW, Mr BARUN DEV BHATTACHARYA, Mr SUBHASIS DAS, Mr SANKAR DEY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr DEVI SHAW	GITANJALI CONSTRUCTION-3.71937 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr DEVI SHAW	GITANJALI CONSTRUCTION-100.00000000 Sq Ft



as per Land Record

Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, , Ward No: 6,
No: 11, Pin Code : 700058

Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
LR Plot No:- 1077, LR Khatian No:- 5	Owner: অচল কুমার সেন, Gurdian: অটল , Address: 10 নং রাজেন্দ্র নাথ সেনের নৈল কলিকাতা , Classification: বাহু, Area: 0.06000000 Acre,	Seller is not the recorded Owner as per Applicant.



Endorsement For Deed Number : I - 152406591 / 2021

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

Under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 Stamp Act 1899.

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

Presented for registration at 11:12 hrs on 01-10-2021, at the Office of the A.D.S.R. SODEPUR by Mr DEVI SHAW Executant.

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 57,07,501/-

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

Execution is admitted on 01/10/2021 by Mr DEVI SHAW, Son of Late Phul Chand Shaw, 81, Nilganj Road, Panja Villa., P.O: Agarpara, Thana: Belghoria, , North 24-Parganas, WEST BENGAL, India, PIN - 700109, by caste Hindu, by Profession Business

Indetified by Mr BIJOY ROY, , , Son of Late Rambilas Roy, 148/1, G.L.T. Road, P.O: I S I, Thana: Baranagar, , North 24 Parganas, WEST BENGAL, India, PIN - 700108, by caste Hindu, by profession Business

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

Execution is admitted on 01-10-2021 by Mr BARUN DEV BHATTACHARYA, partner, GITANJALI CONSTRUCTION (Partnership Firm), 107/A, Surya Sen Road, City:- , P.O:- Alambazar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700035

Indetified by Mr BIJOY ROY, , , Son of Late Rambilas Roy, 148/1, G.L.T. Road, P.O: I S I, Thana: Baranagar, , North 24 Parganas, WEST BENGAL, India, PIN - 700108, by caste Hindu, by profession Business

Execution is admitted on 01-10-2021 by Mr SUBHASIS DAS, partner, GITANJALI CONSTRUCTION (Partnership Firm), 107/A, Surya Sen Road, City:- , P.O:- Alambazar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700035

Indetified by Mr BIJOY ROY, , , Son of Late Rambilas Roy, 148/1, G.L.T. Road, P.O: I S I, Thana: Baranagar, , North 24 Parganas, WEST BENGAL, India, PIN - 700108, by caste Hindu, by profession Business

Execution is admitted on 01-10-2021 by Mr SANKAR DEY, partner, GITANJALI CONSTRUCTION (Partnership Firm), 107/A, Surya Sen Road, City:- , P.O:- Alambazar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700035

Indetified by Mr BIJOY ROY, , , Son of Late Rambilas Roy, 148/1, G.L.T. Road, P.O: I S I, Thana: Baranagar, , North 24 Parganas, WEST BENGAL, India, PIN - 700108, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/09/2021 9:03PM with Govt. Ref. No: 192021220089757461 on 30-09-2021, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKR5644762 on 30-09-2021, Head of Account 0030-03-104-001-16



Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000/-,

Court Fees, Amount: Rs.10/-

Impressed, Serial no 4538, Amount: Rs.5,000/-, Date of Purchase: 30/09/2021, Vendor name: Ranjita

Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
30/09/2021 9:03PM with Govt. Ref. No: 192021220089757461 on 30-09-2021, Amount Rs: 2,020/-, Bank:
Bank of India (SBIN0000001), Ref. No. CKR5644762 on 30-09-2021, Head of Account 0030-02-103-003-02



Amrita Chakravorti

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



C. ificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2021, Page from 266160 to 266210
being No 152406591 for the year 2021.



Digitally signed by AMRITA
CHAKRAVORTI
Date: 2021.10.07 17:51:33 +05:30
Reason: Digital Signing of Deed.

(Amrita Chakravorti) 2021/10/07 05:51:33 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.



(This document is digitally signed.)

DATED THE DAY OF , 2021.

DEVELOPMENT AGREEMENT

BETWEEN

OWNER : SRI DEVI SHAW

A N D

DEVELOPER : GITANJALI CONSTRUCTION

Drafted by -

MR. PRANAB MITRA
Advocate.
High Court, Calcutta