

063924

06/08/2021

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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~~Notary Public~~
~~West Bengal~~

6 AUG 2021

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this
the 16th day of August, Two Thousand Twenty One BETWEEN

Debasis Sanyal

Sri Pradip Biswas

SRI PRADIP BISWAS, having PAN: ARWPB2129A, Aadhaar No.8447 4869 2953, son of Late Jagodish Chandra Biswas, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 161/A, viv Ekananda Park, Mukundapur, Post Office - Santoshpur, Police Station - Purba Jadavpur, Kolkata - 700099, District: South 24-Parganas, hereinafter jointly called and referred to as the "OWNERS/ FIRST PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART:

A N D

DEV SANT COMMERCIAL PRIVATE LIMITED, a Private Limited Company incorporated under the Indian Companies Act, 1956, having its registered office at 43/N, Jhawatala Road, Post Office - Hatiara, Police Station - Baguiati, Kolkata - 700059 now 700157, District: North 24-Parganas, represented by its Director SRI DEBASIS SANYAL, having PAN: BKJPS9962B, Aadhar No.3271 5379 6668, son of late Rabindra Nath Sanyal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 43/N, Jhawatala Road, Post Office - Hatiara, Police Station - Baguiati, Kolkata 700059 now 700157, District: North 24-Parganas, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, Directors, authorized representatives and assigns) of the OTHER PART.

WHEREAS One Naba Kishore Mondal and Raj Kishore Mondal and others were seized and possessed of or otherwise well and sufficiently entitled to the land and hereditaments comprising C.S. Khatian Nos. 5 & 6, R.S. Khatian Nos. 145 & 146 appertaining to C.S. Dag No.31, R.S. Dag Nos. 92 & 110, lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3, Police Station formerly Tollygunge then Jadavpur thereafter Kasba at present Purba Jadavpur also lying within the limits of the then Calcutta Municipal Corporation, Ward No.109, along with several other lands.

AND WHEREAS Jnanendra Nath Dey Sarkar and others of Baishnabghata by four Mourashi Mokarari Pattahs executed by the then Zamindar Bawali Mondal namely Kumud Krishna Mondal dated 6th day of January, 1911 and executed by Naba Kishore Mondal dated 1st day of August, 1910 and executed by Jugal Charan Mondal dated 2nd day of November, 1911 and executed by Gopi Kishore Mondal dated 1st day of August, 1911 took settlement in respect of certain portion of land of the aforesaid Dags and Khatians and enjoyed the said landed property. During the last District Survey Settlement the land of the said Mouza Nayabad was recorded in Khatian No.5, in their names in finally published Records of Rights.

AND WHEREAS the said Jnanendra Nath Dey Sarkar and others thereafter established a Firm in the name and style of The Suburban Agricultural Dairy & Fisheries by Registered Deed of Sale dated 1st day of May, 1939 and registered at the Office of the Joint Sub-Registrar at Alipore and recorded in Book No.I, Volume No.9, Pages 68 to 83, being Deed No.440, for the year 1939, transferred and conveyed the said property in favour of the said Company.

AND WHEREAS the said Company thereafter for the purpose of separately demarcating their land and also for the purpose of exclusive possession and enjoyment instituted a Partition Suit being Suit No.16 of 1941, before the Third Subordinate Judge at Alipore. After hearing of the said Suit and on the basis of preliminary Decree passed in the said Suit all the Co-sharers of the said property divided and demarcated the said property among themselves.

AND WHEREAS one of the Defendants namely Pratul Chandra Mondal since deceased acquired the property in respect of his 63/320th share in the said property in the Title ~~Suit No. 16~~ of 1941.

AND WHEREAS the said Pratul Chandra Mondal died intestate leaving behind him surviving his wife Smt. Labanya Prova Mondal and two sons namely Malay Kumar Mondal and Swapan Kumar Mondal as his only legal heirs and successors.

AND WHEREAS in connection with the said Suit Final Decree was passed by the said Learned Court on 4th day of June, 1971 on the basis of the Report submitted by the said Pleader Commissioner.

AND WHEREAS in the Report submitted by the Pleader Commissioner Smt. Labanya Prova Mondal one of the heirs of the deceased Pratul Chandra Mondal was allotted Sail land comprising C.S. Dag No.31, R.S. Dag Nos.110 & 92 under C.S. Khatian No.5; R.S. Khatian Nos.145 & 146 of the said Mouza Nayabad, P.S. Kasba, District: South 24-Parganas.

AND WHEREAS subsequently Smt. Labanya Prova Mondal, wife of Late Pratul Chandra Mondal by a Registered Kobala registered at the District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.146, Pages 75 to 84, Being No.5304, for the year 1975, sold, transferred and conveyed the land and hereditaments more fully described in the Schedule below as well as mentioned in the Partition Plan marked 'Ga' the said Suit as per Final Decree dated 4th day of June, 1971 unto and in favour of Sri Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey, for a valuable Consideration mentioned therein.

AND WHEREAS the said Sri Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey after purchase of the said land divided the said land into various small plots, opened roads, common passages for free ingress and egress to and from those plots.

AND WHEREAS thereafter Sri Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey by an Indenture of Sale, registered at the Office of the Sub-Registrar Alipore and recorded in Book No.I, Volume No.140, Pages 72 to 79, Being No.5327, for the year 1975, sold, transferred and conveyed 2 Bighas 3 Cottahs 4 Chittacks of Sali land comprising C.S. Khatian No.6 of C.S. Dag No.31, R.S. Khatian Nos.145 & 146 of R.S. Dag No.110 of the said Mouza Nayabad unto and in favour of Amarendra Kumar Basu, since deceased.

AND WHEREAS while the said Amarendra Kumar Basu enjoyed the said land exercising all rights of ownership thereto died intestate, leaving behind him surviving his only wife Smt. Chhaya Basu and only son Sri Suvam Basu and only daughter Smt. Ipsita Bhowmick wife of Sri Sanjay Bhowmick as his only legal heirs who inherited the said land in equal share and jointly enjoying the said land in ejmali rights.

AND WHEREAS by way of inheritance, the said Smt. Chhaya Basu, Sri Suvam Basu and Smt. Ipsita Bhowmick became the joint Owners of the said land and lawfully seized and possessed of the said land without any hindrances and interruptions from others.

AND WHEREAS while in possession of the said land, the said Smt. Chhaya Basu, Sri Suvam Basu and Smt. Ipsita Bhowmick by executing a Deed of Sale dated 30-12-1998, duly registered in the office of the D.S.R. - III at Alipore, South 24-Parganas and recorded in Book No.1, C.D. Volume No.16, Pages from 3955 to 3981, Being No.05183, for the year 2007, granted, sold, transferred and conveyed the demarcated land measuring 7 (seven) Cottahs more or less, lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3 under Touzi No.56, comprising C.S. Khatian No.5, R.S. Khatian Nos.145 & 146, appertaining to C.S. Dag No.31, R.S. Dag No.110, Police Station formerly Tollygunge then Jadavpur thereafter Kasba at present Purba Jadavpur, lying within the limits of the then Calcutta Municipal Corporation, Ward No.109, Sub-Registry Office Alipore at present Sealdah, District: South 24-Parganas together with all sorts of easement rights through and over the 40' feet wide road adjacent to the said plot of land unto and in favour of Sri Pradip Biswas, the Owner herein, for a valuable consideration mentioned therein.

AND WHEREAS after such purchase, the Owner herein got his name mutated in the B.L. and L.R.O. vide Memo No.18/mut/4902/BLLRO/ATM/Kasba dated 21/09/2010 in respect of the land measuring 0.1156 acre comprising R.S. Dag No.110, under R.S. Khatian No.145 of the said Mouza Nayabad and the Owner herein also conversion the said land from Bill to

Bastu vide Conversion Case No.610/2017, Memo No.51A (C)/610/4590 dated 15/06/2018 on payment of rents thereto.

AND WHEREAS the Owner got his name mutated with the records of the Kolkata Municipal Corporation in respect of the said land which has since been known and numbered as the Municipal Premises No.3821, Nayabad and the said premises has duly been assessed by the Kolkata Municipal Corporation in the name of the Pradip Biswas, the Owner herein being Assessee No.31-109-08-9626-3.

AND WHEREAS the Owner herein is in peaceful possession of the said land and lawfully seized and possessed of the same by paying usual rents and taxes to the said Appropriate Authorities with exclusive rights of Ownership thereto as well as mentioned in the First Schedule hereunder written having unfettered right, title and interest thereto free from all encumbrances, liens, lispendens and attachments whatsoever.

AND WHEREAS the Owner has decided to get the said premises developed by constructing a multistoried building, but the Owner is living in different places as such it is not possible for the Owner to appear personally and to undertake the construction work of the proposed multistoried building at the said premises considering the above critical circumstances the Owner made an offer to the Developer herein to construct the proposed multistoried building and the Developer herein having wide experience in this line agreed to undertake the construction work of the proposed multistoried building as per sanctioned plan of the Kolkata Municipal Corporation to be sanctioned by the Developer and to complete the construction entirely at its own costs and endeavour.

AND WHEREAS the Owner herein by executing this Development Agreement entered into a contract or agreement with the Developer herein and also entrusted the Developer to complete the proposed multistoried building as per sanctioned plan subject to the terms, conditions, stipulations and obligations contained herein below.

NOW THIS DEED WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. That the Owner will be allocated 50% of the total constructed area i.e. 50% of the ground floor (including 90 Square feet Office Space) if sanction by K.M.C., entire first floor (commercial sanction), 50% (more or less) of the Second Floor, front side and 50% (more or less) of the Fourth Floor, back side and the Developer's allocation will be the remaining 50% of the total constructed area i.e. 50% of the ground floor, entire Third Floor, 50% (more or less) of the Second Floor, back side and 50% (more or less) of the Fourth Floor, front side of the newly constructed multistoried building.
2. That the Developer herein shall pay to the Owner interest free security deposit a sum of Rs.70,00,000/- (Rupees Seventy Lakh) only in which Rs.58,50,000/- (Rupees Fifty Eight Lakh Fifty Thousand) only at the time of execution of this agreement and rest of amount Rs.11,50,000/- (Rupees Eleven Lakh Fifty Thousand) only should pay at the time of construction start in vacant land hand over by owner, as per memo below which will be refundable by part by part after complete RCC structure and brick work in entire building to at the time of hand over the Owner's Allocation to the Owner herein to continue the work in progress.
3. That the Developer shall complete the construction of the proposed multistoried building within a period of 36 (thirty six) months from the date of obtaining sanctioned plan and after handover the vacant land to Developer. But if the same has not been completed within the stipulated period in that case time should be enhanced on mutual consent.
4. Be it specifically noted here that if any of the Owner dies during the period of construction in that event the legal heirs of the Owner shall execute a fresh agreement and also execute a General Power of Attorney in favour of the Developer herein in maintain same trams and conditions, provided always that in any circumstances the legal heirs of the Owner shall not be entitled nor have any right to execute any agreement with any other party save and except the Developer herein.

5. That the Owner shall out of his own fund clear of all arrear or outstanding taxes of the Kolkata Municipal Corporation and the Owner shall also bear the extra cost for sanction of first floor for the purpose of commercial utilization and the Developer shall bear the costs of sanction of the building in question.
6. The Owner will produce the original title deed as and when required by the Developer for Bank Loan taken by the Purchasers of the Developer's Allocation in new building at the said premises to the Developer and the Developer shall retain the said title deed in its safe custody until completion of the project. It is mentioned that landowner will co-operate and assist for any sale deed, agreement in respect of the Developer's Allocated portion.
7. That the Developer during the period of construction shall be entitled to enter into agreement with any intending buyer or buyers for sale and transfer of Developer's Allocation and to receive advance or Booking money from those intending buyers to which the Owner shall has no right to raise any objection pleas or pretext whatsoever.
8. That the Owner shall also execute and register a Power of Attorney in favour of the Developer authorizing and/or empowering the Developer to do all acts, deeds and things in connection with construction of the proposed building without any sort of interruption or disturbance.
9. That apart from the Owner's Allocated portion of the building the Owner shall has right to use all common areas of the building with the other co-owners of the building such as staircase, roof, main entrance, ground floor common areas, meter room etc.
10. The Owner hereby appoint the Developer for developing the said property described in the First Schedule hereunder written by constructing a multistoried building thereon as per sanctioned building plan of the Kolkata Municipal Corporation together with all amenities thereto such as boundary wall with grill gate, drainage, electricity, water reservoir, water tank, water pump etc.

11. It is mutually agreed by and between the parties herein, that the Owner herein shall produce the all original documents and other necessary documents in respect of FIRST SCHEDULE property lying with his custody to the Developer from time to time as and when required and other necessary work for preparation of the legal documents and same to be kept with the Developer for disposal of the Developer's Allocated portion of the said proposed building and after disposal of the entire Allocation of the Developer in the said proposed building the Developer shall handover the said documents to the Owner.
12. The Owner herein shall also has liberty to inspect the construction at all material times but shall not intervene the process of construction in the said premises.
13. It is also mutually agreed by and between the parties herein, that the Developer herein shall complete the said building with all drainage, sewerage, electricity, connection and deliver the Owner's Allocated portion to the Owner within 36 (thirty six) months from the date of obtaining sanctioned plan.
14. That after sanction of building plan the Owner and Developer shall execute a supplementary agreement in respect of their allocation, showing details in a copy of sanctioned Plan.
15. That the Developer shall every right to make amalgamation of the said premise with any other premises for better constriction of the said proposed building and the Owner shall co-operate for the same.
16. The Developer will complete the building on the said land according to the specification mentioned in the FOURTH SCHEDULE hereunder written, within a period of 36 (thirty six) months from the date of obtaining the sanctioned plan of K.M.C.
17. The Developer shall be entitled to appoint any Contractor Contractors, Architect/ Architects, Engineer/ Engineers, for the necessary purpose or to draw up the building plan and to construct and supervise the same with intimation to Owners.

18. The Owners hereby agrees to sign, execute and register whenever necessary in connection with development and/ or completion of this project and all agreements acceptable in the eye of law for transfer of undivided proportionate and impartible share in the said premises.
19. The Owner do hereby authorize the Developer to make all necessary application in the name of the Owner before the Kolkata Municipal Corporation and other competent authorities for obtaining sanction, division, permission, refund, clearance, approvals and all connections such as water sewerage, drainage and electricity and other amenities and shall also be entitled to make deposit and obtain refund thereof.
20. The Owner undertake to render all sorts of assistance to the Developer as would be necessary connection with various applications for obtaining sanction revision, permission, refund clearances, approval and/or connections for successful construction of the entire building.
21. The Developer hereby agrees and undertakes to carry out the construction of the building in strict adherence to the sanctioned building plan without any deviation whatsoever. If any type of deviation appears, the Owner will not be responsible for the same in any way.
22. The Owner hereby further agrees and undertakes not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof at any time hereafter during the continuance of this agreement.
23. The Owner declare and assure that he is the absolute owner of the FIRST SCHEDULE property and he has full right to enter and execute this Agreement with the Developer and the FIRST SCHEDULE property is free from all encumbrances, charges, liens, mortgage, lease etc and there is no civil and criminal case or suit pending in respect of the FIRST SCHEDULE property and the said property is neither acquired nor requisitioned by any public authority such as KMDA, Metro Rail authority so far their knowledge goes.

24. The Developer shall have the right to transfer its allocated portion of the building only to the intending Purchaser/s and deliver their possession as finished or unfinished condition.
25. The Owner shall execute a REGISTERED POWER OF ATTORNEY in favour of the Developer, for the completion of this project and to sell the Developer's Allocation portion of the said building and to collect the advance and/or earnest money or the total consideration money from the Intending Purchaser/s of the Developer's Allocation portion of the building.
26. The parties i.e. the Owner and Developer hereto shall be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of force majeure and shall be suspended from the obligation during the duration of force majeure. Force Majeure shall mean flood, earthquake, riot, war, civil commotion, and/or any act commission beyond the control of the parties hereto.
27. That at the time of registration of Deed of Conveyance/s in respect of the Developer's Allocated portion of the said building in the name of nominees/ purchasers of the Developer, the Owner is bound to execute the said Deed of Conveyance for sale of undivided proportionate share of land of the said premises, if necessary.
28. That all costs and expenses for the construction of the building will be borne by the Developer/ Second party and also the construction work will be completed within 36 (thirty six) months from the date of obtaining sanctioned plan. And the Owner shall not have any obligation or duty or liability or responsibility for sharing or paying any part of the above cost and expenses.
29. That the legal expenses such as stamp duties, registration cost etc. relating to the Agreement, Power of attorney between the owners and the Developer shall be borne by the Developer only.
30. That the Owner shall not be liable and responsible for any damage or for any claim arising out of any accident and / or otherwise as a result of and/or in connection with the construction to be carried out while executing the

- construction of the said project and after completion of the said flats and/or structures.
31. That notwithstanding the terms and conditions as stated hereinabove, the parties to this agreement are entitled to invoke the right under specific performance of contract and / or for damages.
 32. That all the current electric bill, water charges and other rates and taxes of the Kolkata Municipal Corporation and other dues and outgoings in respect of the said premises from the date of execution of this Agreement till completion of the project shall be borne by the Developer.
 33. This Agreement shall commence from the date of execution of this agreement and in terms of this agreement the Developer shall be responsible to handover a copy of the "Possession Letter" regarding delivery of vacant possession of the flats/ units of the proposed building with habitable condition to the Owner within the stipulated period of 36 (thirty six) months from the date of obtaining sanctioned plan.
 34. The Developer shall also keep the Owner protected saved and indemnified at all times against all third party claims, suits, faulty construction, proceedings and/or for penalties and other consequences that may arise due to any illegal and wrongful acts, deeds and things done executed and performed by the Developer.
 35. That from the date of delivery of possession the Developer, Purchaser/ Owner of the respective flats, shall pay the proportionate share of municipal tax, maintenance charges and other expenses proportionately.
 36. That Developer of its own capacity shall execute the entire construction and all pre construction and post construction job. (Be it clear that in any arrangement the developer is not entitled to take shelter of Financier or other financial assistance from Third Party in executing the process of execution). The Developer will also not be entitled to take any loan or create any sort of charge on the said land. However, Purchasers of Flat / space are at liberty to take loan to purchase their respective flat from bank or financial institution.

37. During the construction of the building according to the sanction plan of the Kolkata Municipal Corporation the Owner shall not claim any shifting charges from the Developer.
38. The Owner will not be responsible for payment of any GST and or any statutory levies which may be applicable for the purpose of construction of the said building.
39. The Owner shall has right to verify or get verified by their men/ agents (authorized Technical persons) as to the construction is carried on as per specification in the Fourth Schedule hereunder written with good and standard materials. In case it is found that there is a deviation in respect of the specification and objection being raised the DEVELOPER shall rectify the same at its cost.
40. The layout design/ construction/ materials of the building may be altered, if required, for cause of betterment and/ or statutory obligations with the prior permission of the OWNER in writing.
41. That the DEVELOPER shall face all the legal liabilities and financial liabilities if any accident occurs during the construction of the project.
42. In case any dispute and differences arise between the parties hereto regarding committing any breach of any terms or obligations to be observed by any party under this agreement or regarding construction, interpretation, determination of rights, duties, determination of compensation/ liability touching these presents, the same shall be referred to arbitration under the one arbitrator by the first party and one arbitrator by the second party, arbitration and Conciliation Act, 1996. In connection with the aforesaid arbitration proceedings, the Ld. District Judge, 24-Parganas (South) at Alipore alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

43. All the flat Owner shall be liable to bear and pay to the Developer necessary charges as required for bringing the electric meters for individuals consumption in his name and the landowner shall pay Rs. /- for per electric meter.
44. That if any defect in the title of the land questioning Ownership of Owner or any sort of encumbrances be found out in respect of the demised landed property in that event Owner is libel to rectify and the stipulated period shall not be maintainable and the time shall be extended by mutual consent of the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Entire Property)

ALL THAT piece and parcel of Bastu land measuring 7 (seven) Cottahs more or less together with 100 square feet R.T. Shed structure standing thereon, lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3 under Touzi No.56, comprising C.S. Khatian No.5, R.S. Khatian Nos.145 & 146, appertaining to C.S. Dag No.31, R.S. Dag No.110, Police Station - Purba Jadavpur, lying within the limits of the Kolkata Municipal Corporation, Ward No.109, being Premises No.3821, Nayabad, Kolkata - 700099, vide Assessee No.31-109-08-9626-3, Sub-Registry/ A.D.S.R. Office Sealdah, District: South 24-Parganas together with all sorts of easement rights through and over the 40' feet wide Road adjacent to the said plot of land, which is butted and bounded as follows:-

ON THE NORTH : Part of R.S. Dag No.110. /

ON THE SOUTH : 40' feet Wide Road. /

ON THE EAST : Part of R.S. Dag No.110. /

ON THE WEST : Part of R.S. Dag No.110. /

THE SECOND SCHEDULE ABOVE REFERRED TO:

OWNER'S ALLOCATION

That after construction of the entire building by the Developer on the First Schedule property with, the cost of the Developer, the Developer will handover or deliver 50% of total sanction area i.e. i.e. 50% of the ground floor

(including 90 Square feet Office Space), entire first floor (commercial sanction), 50% of the Second Floor, front side and 50% of the Fourth Floor, back side of the proposed building according to the sanction plan to be sanctioned by the K.M.C. as Owner's Allocated portion of the building. The Owner has also right to use all common facilities and amenities of the said proposed building with habitable conditions also together with undivided proportionate share of land mentioned in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO:

DEVELOPER'S ALLOCATION

Apart from the Owners' Allocation the Developer will get the remaining 50% of total sanction area i.e. 50% of the ground floor, entire Third Floor, 50% of the Second Floor, back side and 50% of the Fourth Floor, front side of the proposed building to be constructed upon the property mentioned in the First Schedule after providing the Owner's Allocation described in Second Schedule hereinabove together with right to use all common amenities and facilities including common roof right thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of Construction)

- R.C.C. STRUCTURE** : Main R.C.C. Structure will be designed by eminent Engineer and quality ISI marked cement and steel will be used. All outside brick work will be either 8 inch. 5 inch. Or 3 inch. As per requirement of the elevation.
- DOORS** : All opening will be made as per sanction plan and all frame of Sal-wood, section will be 4" X 2.5", for main door 3" X 2.5" for other doors. All shutters will be made of both side water proof commercial ply flush door pressed of 35 mm thickness. Bed room doors will have hatch bolts and the front doors will be of also flush door and consists of decorative mortice lock, eye hole. Bathroom and W.C. door P.V.C.

- PLASTER : All walls shall be plastered with 16 cement mortar ceiling with 14 cement mortar.
- FLOORING : Vitrified tiles shall be used in floor and skirting upto 4 inches height.
- TOILET : Tiles flooring and glazed tile dado 1.5 mtr.
- KITCHEN : Cooking platform one black stone 21"-6' wide along two walls, one black stone sink upto 2 feet above from kitchen counter top-level plain white glazed tiles over kitchen counter all along.
- WINDOWS : All windows made of steel with MS grill design by builder. The windows shall have opaque glass.
- PAINTS : Walls plaster of Paris in bedrooms and D/D Room, kitchen and toilet will be plaster of paris.
- EXTERNAL WALL : The entire building shall be painted with a cement-based paint, weather coat.
- DOORS & WINDOWS : All doors will be Flush door and all windows made of MS grill and Synthetic enamel paint over a coat of primer.
- ELECTRICAL : Concealed wiring (copper wire).
- Bed room : Two light point, one fan point, one 5 Amp. Plug point.
- Drawing/ dining : Two light points, one fan points, one 5 Amp. Plug points, one calling bell point and one 15 Amp. Plug point.
- Kitchen & Toilet : One light point in each room, one 15 Amp. and 5 Amp. Plug point each at kitchen and at toilet and one point for exhaust fan in kitchen.

SANITARY AND PLUMBING FITTINGS :

- KITCHEN : One sink & one tap.
- TOILET : Commode with low down PVC cistern, two bib cocks, one shower and one wash basin of matching size (white).
- ROOF : Over the R.C.C. Roof slab concrete screening and net cement finish on top. 0.9 meters height parapet wall around the roof.
- WATER SUPPLY : Overhead reservoir will be provided at top as per design.
- bath room and kitchen water line shall be conceal and pipe made of G.I. TATA medium, others by Supreme PVC.
- : Suitable electric pump will be installed for round the clock water supply.
- : Suitable underground septic tank and water reservoir will be provided.
- EXTRA WORK : In addition to the above items if the Purchaser want to provide additional items or wants to change the specification of any item be allowed after getting the permission from the consulting Engineer, if the fulfills the following, an estimate for additional work for the change item, shall be supplied by the builder and the intending Purchaser shall have to pay the total amount in advance to carry out those additional/ changed items.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents on the day month and year first above written.

WITNESSES:-

1. Tushar Banerjee
49/11, N. M. Road
A. K. K. Road
P.S. South Park
Kolkata 23

2. Kartic Ch. Ghosh
Kankhuly (Barkapara)
D.P.O. Bidhangan
P.S. Raksindra Nagar.
Kolkata 700066.

Prady's Biswas

Signature of the Owner/ First Party

Done:

Debasis Banerjee

Signature of the Developer/
Second Party

MEMO OF CONSIDERATION

RECEIVED from the Developers a sum of Rs.58,50,000/- (Rupees Fifty Eight Lakh Fifty Thousand) only out of Rs.70,00,000/- (Rupees Seventy Lakh) only being the part payment of the agreed consideration (refundable security money) in the following manner:-

Date	Cheque No.	Bank	Branch	Amount	
				Rs.	P.
03/02/2021	210212			23,00,000.00	
07/04/2021	210229			12,00,000.00	
06/08/2021	210240			3,50,000.00	
		NEFT		1,00,000.00	
		NEFT		1,00,000.00	
		Cash		2,00,000.00	
12/08/2021		NEFT		1,00,000.00	
				15,00,000.00	
				Total =	58,50,000.00

(Rupees Fifty Eight Lakh Fifty Thousand only)

WITNESSES:

1. Tushar Banerjee
49/1/1, K.M. Sengupta
P.O. Kidderpore
P.S. South part
Kolkata-23

2. Kartic Ch. Ghosh
Kankun (Purbasara)
P.O. Bidhan Nagar,
P.S. Rabindra Nagar.
Kolkata-700066.

Pradip Biswas
Signature of the Owner

Drafted by me:-

Pradip Saha
WA/174/02

Advocate

Alipore Police Court, Kolkata - 27.
Printed by me.












Pradip Biswas

Alipore Police Court, Kolkata - 27.

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					












Name _____

Signature _____

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	left hand					
	right hand					

Name Prady's Bhowar

Signature Prady's Bhowar

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name DEBASIS SANJAL

Signature Debasis Sanjal

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

DEVSANT COMMERCIAL PRIVATE
LIMITED

01/03/2012

Permanent Account Number

AAECD1522D

17032012

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

BKJPS9962B

नाम/ Name
DEBASIS SANYAL

पिता का नाम/ Father's Name
RABINDRA NATH SANYAL

जन्म की तारीख/ Date of Birth
23/12/1968

Debasis Sanyal

हस्ताक्षर/ Signature



09022018

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRADIP BISWAS

JAGADISH BISWAS

25/02/1972

Retirement Account Number

ARWPB2129A





भारत सरकार
GOVERNMENT OF INDIA



তুশার ব্যানার্জী

Tushar Banerjee

জন্মতারিখ/ DOB: 01/01/1947

পুরুষ / MALE



2538 7169 5554

MERA AADHAAR, MERI PEHACHAN



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

এস/ও: কালিপাদা ব্যানার্জী, 49/4/1,
কেএআরএল এসএআরএল
এসএআরএলএনআই, এসওইউটিএইচ
পিওআরটি, কলকাতা, খিদিরপুর,
কোলকাতা,
পশ্চিম বঙ্গ - 700023

Address

S/O: Kalipada Banerjee,
49/4/1, KARL MARX
SARANI, SOUTH PORT,
KOLKATA, Khidirpore,
Kolkata,
West Bengal - 700023



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

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

Major Information of the Deed

Deed No :	I-1603-06163/2021	Date of Registration	16/08/2021
Query No / Year	1603-2001473025/2021	Office where deed is registered	
Query Date	12/08/2021 2:53:47 PM	1603-2001473025/2021	
Applicant Name, Address & Other Details	DEBASISH SANYAL ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7449421031, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 70,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,29,62,534/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 70,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(area)		

Land Details :




District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3821, , Ward No: 109 Pin Code : 700075

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	7 Katha	1/-	1,29,35,534/-	Width of Appro Road: 40 Ft.,
Grand Total :				11.55Dec	1 /-	129,35,534 /-	

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 /-	



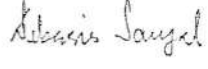
and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri PRADIP BISWAS Son of Late JAGODISH CHANDRA BISWAS Executed by: Self, Date of Execution: 16/08/2021 , Admitted by: Self, Date of Admission: 16/08/2021 ,Place : Office	 16/08/2021	 LTI 16/08/2021	 16/08/2021
161/A, VIV EKANANDA PARK, MUKUNDAPUR, City:- , P.O:- MUKUNDAPUR, P.S:-Purba Jadab District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARxxxxxx9A, Aadhaar No: 84xxxxxxxx295 Status :Individual, Executed by: Self, Date of Execution: 16/08/2021 , Admitted by: Self, Date of Admission: 16/08/2021 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	DEVSANT COMMERCIAL PRIVATE LIMITED 43/N, JHAWATALA ROAD, City:- , P.O:- HATIARA, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 , PAN No.:: BKxxxxxx2B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri DEBASIS SANYAL (Presentant) Son of Late RABINDRA NATH SANYAL Date of Execution - 16/08/2021, , Admitted by: Self, Date of Admission: 16/08/2021, Place of Admission of Execution: Office	 Aug 16 2021 4:25PM	 LTI 16/08/2021	 16/08/2021
43/N, JHAWATALA ROAD, City:- , P.O:- HATIARA, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, No.:: BKxxxxxx2B, Aadhaar No: 32xxxxxxxx6668 Status : Representative, Representative of : DEVSANT COMMERCIAL PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr TUSHAR KANTI BANERJEE Son of Late K P BANERJEE ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027			
	16/08/2021	16/08/2021	16/08/2021

Identifier Of Shri PRADIP BISWAS, Shri DEBASIS SANYAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri PRADIP BISWAS	DEVSANT COMMERCIAL PRIVATE LIMITED-11.55 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri PRADIP BISWAS	DEVSANT COMMERCIAL PRIVATE LIMITED-100.00000000 Sq Ft

16-08-2021

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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 15:07 hrs on 16-08-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by S DEBASIS SANYAL .

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 1,29,62,534/-

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

Execution is admitted on 16/08/2021 by Shri PRADIP BISWAS, Son of Late JAGODISH CHANDRA BISWAS, 161, VIV EKANANDA PARK, MUKUNDAPUR, P.O: MUKUNDAPUR, Thana: Purba Jadabpur, , South 24-Parganas, WE BENGAL, India, PIN - 700099, by caste Hindu, by Profession Business

Indetified by Mr TUSHAR KANTI BANERJEE, , Son of Late K P BANERJEE, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profess Law Clerk

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

Execution is admitted on 16-08-2021 by Shri DEBASIS SANYAL, DIRECTOR, DEVSANT COMMERCIAL PRIVATE LIMITED (Private Limited Company), 43/N, JHAWATALA ROAD, City:- , P.O:- HATIARA, P.S:-Rajarhat, District:-N 24-Parganas, West Bengal, India, PIN:- 700157

Indetified by Mr TUSHAR KANTI BANERJEE, , Son of Late K P BANERJEE, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profess Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 70,053/- (B = Rs 70,000/- ,E = Rs 21/- ,H Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 70,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal
Online on 13/08/2021 7:10PM with Govt. Ref. No: 192021220051657998 on 13-08-2021, Amount Rs: 70,021/-, SBI EPay (SBlePay), Ref. No. 5164580572028 on 13-08-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5, by online = Rs 15,021/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no G750242, Amount: Rs.5,000/-, Date of Purchase: 16/08/2021, Vendor name Tanmoy Kar Purkayastha
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal
Online on 13/08/2021 7:10PM with Govt. Ref. No: 192021220051657998 on 13-08-2021, Amount Rs: 15,021/-, SBI EPay (SBlePay), Ref. No. 5164580572028 on 13-08-2021, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2021, Page from 169274 to 169303
being No 160306163 for the year 2021.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2021.08.17 13:55:02 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/08/17 01:55:02 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)