

118/2019

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AA 268576

Q-12 BA 6/19

যদি কোন ব্যক্তি এই নথি
 অনুলিপি নিবন্ধন। যা
 স্বাক্ষর শীট / শীট & the
 অনুরোধ শীট / শীট
 সংশ্লিষ্ট এই নথি
 এই নথির অংশ হিসেবে

[Signature]
 Additional District Sub-Registrar
 Sodepur, North 24 Parganas
 6106 11 11 8 03
 7 8 JAN 2019

DEVELOPMENT AGREEMENT

THIS INDENTURE made on this 8th day of January
2019 (TWO THOUSAND AND NINETEEN)

[Small signature]

Debanjan Ghosh
Adhikari

বিস্তারিত সোমো ভৌমিক মালিকানা

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Additional District Sub-Registrar
Sodepur, North 24 Parganas

11.8 JAN 2019

Sudipta Pasan
Rupa BKP

BETWEEN

1) SRI PIJUSH BANERJEE,

PAN :- AGBPB3257F

Son of late Bhupendra Kumar Bandyopadhyay,

by faith - Hindu, Nationality - Indian,

Occupation - Service,

residing at 122/178, Regent Park, Rahara, P.S-Khardah, Dist-
North 24 Parganas, Kolkata-700118,

2) SRI BISWANATH BANERJEE,

PAN : AYTPB1626N,

3) SRI SOMENATH BANERJEE,

PAN : AYTPB1627P,

Both are sons of Late Dharendra Kumar Bandyopadhyay ,

Both are by faith - Hindu, by Nationality - Indian,

By occupation - Retired and Service respectively,

Residing at - 123/179/B, Regent Park , P.O. Rahara, P.S.
Khardah, District - North 24 Parganas, Kolkata - 700118,

Hereinafter referred as LAND OWNERS (Which term or
expression shall unless excluded by or repugnant to the context be
deemed to include his/her/their respective heirs, executors,
administrator, representative and assigns) of the FIRST PARTY
or ONE PART.

AND

PIONEER ASSOCIATES, a Partnership Firm under Indian
Partnership Act, having its registered office at 12/A/1/35,
Shreyasi Apartment, P.O. & P.S. Khardah, Kolkata 700117,
District North 24 Parganas, PAN NO. AAMFP7725R;

Represented by the following Partners, namely,

(1) SRI KANTI RANJAN DAS, son of Late Nalini Kanta Das,
residing at - 1 No. Surya Sen Nagar, P.O. Khardah, Kolkata -
117, PAN ADSPD7299P

(2) SRI GOPAL DAS, son of Late Narayan Chandra Das ,
residing at - "Kironalay", Sasadhar Tarafder Road, P.O.
Sukchar, P.S. Khardah, Kolkata - 115, PAN AGAPD0725H

Hereinafter referred as the "DEVELOPER" (which expression
shall unless excluded by or repugnant to the context be deemed to
include his / her /their heirs, successors, executors, legal
representatives, administrators, and assigns etc.) the party of the
SECOND PARTY or OTHER PART.



WHEREAS originally Dharendra Kumar Bandyopadhyay, Nagendra Kumar Bandyopadhyay and Bhupendra Kumar Bandyopadhyay were the owner of the Bastu land measuring 9 (nine) Cottahs 4 (four) Chittaks 13 (thirteen) Sq.ft. which is lying and situated at Mouza : Kerulia, J.L. No. 5, Re.Su. No. 11, Touzi No. 172, comprised in C.S. Khatian No. 131 under Dag No. 243 corresponding to R.S. Dag No. 243/391 in P.S. Khardah, A.D.S.R.O. Sodepur and previously Barrackpore, within District North 24 Parganas under Khardah Municipality.

AND WHEREAS the aforesaid owners purchased the said land from the previous owner Pankaj Bhusan Mukhopadhyay by registered Deed of Sale in form of Bangla Saf Bikroy Kobala on 13-03-1953 and the same was recorded in Book No. I, Volume No. 14, Pages 162 to 166, being No. 1057 for the year 1953.

AND WHEREAS the said Parties have agreed to partition the above mentioned property described in Schedule 'A' amongst themselves and for such purpose they have agreed to divide the property in 3 (three) parts. **FIRST PART** (Dhirendra Kumar Bandyopadhyay) comprising an area 2 (two) Cottah 5 (five) Chittaks 28 (twenty eight) sq.ft. with dilapidated structure thereon, morefully described in the Schedule 'B' and the **SECOND PART** (Nagendra Kumar Bandyopadhyay) comprising an area 3 (three) Cottahs 1 (one) Chittaks 19 (nineteen) sq.ft. more fully described in the Schedule 'C' and the **THIRD PART** (Bhupendra Kumar Bandyopadhyay) comprising an area 3 (three) Cottahs 13 (thirteen) Chittaks 13 (thirteen) sq.ft. with dilapidated structure thereon more fully described in the Schedule 'D', as per the aforesaid partition Deed.

AND WHEREAS the aforesaid Deed of Partition (Bengali Bontan Patra Nama) duly registered on 28-02-1973 and the same was recorded in Book No. I, Volume No. 22, Pages 83 to 88, being No. 753 for the year 1973. After being partitioned, all the aforesaid owner/s mutated their names and possession in books and records of Local Municipality and the Department of B.L. & L.R.O. separately.

AND WHEREAS said Bhupendra Kumar Bandyopadhyay, since deceased, made a Bengali Danpatra Dalil (Deed Of Gift) in favour of his one son Sri Pijush Banerjee, the present Owner No. 1 herein. This Deed was duly Registered at the office of A.D.S.R. Barrackpore on 24/11/2010 and the same was recorded in Book No. I, Volume No. 42, Pages 1399 to 1414, being No. 12088 for the year 2010.

AND WHEREAS After the above activities made by the said Bhupendra Kumar Bandyopadhyay, since deceased, his son Sri Pijush Banerjee, got his full title, interest and control over 3 kattah 13 Chittak 13 Sq. Ft. Land with two storied building of More or Less, 1488 Sq.Ft. pucca (825 Sq.Ft. in the Ground and 663 Sq.Ft. in the 1st Floor thereon) with RTS structure of 487 Sq.Ft. (more or less) thereon. The said Sri Pijush Banerjee, after became the absolute owner, mutated his name in the office of Khardah Municipality and BL & LRO and recorded under R.S. Khatian No. 313, R.S. Dag No. 243/391 in Corresponding to L.R.Dag No. 298 under L.R. Khatian No. 673 of Mouza- Kerulia. The aforesaid Property is recorded as, Municipal Holding no. 122/178, Regent Park, under jurisdiction of Khardah Municipality, Ward No. 05 (Old-19).

AND WHEREAS on the other hand, said Dharendra Kumar Bandyopadhyay, died intestate on 17-01-1998 and his wife Nirmala Banerjee died intestate on 05-08-2002 leaving behind three sons namely **SRI BISWANATH BANERJEE, SRI JAGANNATH BANERJEE and SRI SOMENATH BANERJEE** and only daughter **SMT. RINA MUKHERJEE @ MINA RANI MUKHERJEE** as their only legal heirs and successors in respect of the above referred property which is identified and known as 179 Regent Park under Ward No. 5 (new) and 19 (old) of Khardah Municipality having undivided 1/4th share each.

AND WHEREAS said Rina Mukherjee @ Mina Rani Mukherjee executed a Deed of Gift at the A.D.S.R.O. Sodepur on Deed No. I-152405591 for the year 2018 on the date of 25/09/2018. By that Deed of Gift, She gifted her undivided 1/4th share with her all right title and interest of and on the aforesaid property i.e. Undivided 0 Cottahs 9 Chittaks 18.25 Sq.ft. absolutely to her three full blooded brothers jointly. After the said Deed of Gift **SRI BISWANATH BANERJEE, SRI JAGANNATH BANERJEE and SRI SOMENATH BANERJEE** are the absolute joint owners of 2 (two) Cottah 5 (five) Chittaks 28 (twenty eight) sq.ft. with two storied 1430 Sq.Ft. structures thereon and since then to till date the parties herein have been jointly enjoying the same property with absolute right, title and interest without any interruption from any corner.

AND WHEREAS the said Parties (SRI BISWANATH BANERJEE, SRI JAGANNATH BANERJEE and SRI SOMENATH BANERJEE), have agreed to partition the above mentioned property of 2 (two) Cottah 5 (five) Chittaks 28 (twenty eight) sq.ft. with two storied 1430 Sq.Ft. structures thereon amongst themselves and for such purpose they have agreed to divide the property in 2 (two) parts through a Deed of Partition.

AND WHEREAS the aforesaid Deed of Partition duly registered on 25-09-2018 and the same was recorded in Book No. 1, Volume No. 1524-2018, Pages 178668 to 178696 , being No. 152405594 for the year 2018.

In that Deed of Partition, FIRST PART (SRI BISWANATH BANERJEE, and SRI SOMENATH BANERJEE), were jointly get their right, Title and interest over the area, comprising an area 01 (one) Cottah 02 (two) Chittaks 27 (twenty seven) sq.ft. more or less with dilapidated structure measuring 480 sq.ft. covered area more or less on Ground Floor, morefully described in the Schedule 'B', thereon.

AND WHEREAS by dint of above mentioned Partition Deed, the said SRI BISWANATH BANERJEE, and SRI SOMENATH BANERJEE, jointly has got 01 (one) Cottah 02 (two) Chittaks 27 (twenty seven) sq.ft. more or less with dilapidated structure measuring 480 sq.ft. covered area more or less on Ground Floor, and holds his/their absolute possession, right, title, interest over the said piece of land with building. Which is recorded in the books and records of Khardah Municipality, Ward No.-05, being Holding No. 123/179/B, Regent Park, khardah and in the BL & LRO in LR Khatian No. 377 and L.R Dag No. 298 of Mouza- Kerulia.

AND WHERE AS, the present land owners being the absolute owner comprising of land admeasuring about 4 Cottahs 15 Chittaks 40 Sq.Ft. (03 Kattah 13 Chittak 13 Sq.Ft.+ 01 cottahs 02 Chittak 27 Sq.Ft.) be the same or little more or less with more or less Pucca 1305 Sq.Ft. at the Ground Floor and 663 Sq.Ft. at the 1st Floor, and more or less 487 Sq.Ft. RTS construction thereon; as per L.R. records of BL & LRO, which is lying and situate at Mouza : Kerulia, J.L. No. 5, Re.Su. No. 11, Touzi No. 172, comprised in C.S. Khatian No. 131 under Dag No. 243 corresponding to R.S. Dag No. 243/391 & L.R. Dag No.298 under corresponding L.R. Khatian No- 673 & 377, P.S. Khardah , ADSRO -

Sodepur (formerly Barrackpore) under Khardah Municipality, ward no -5, Holding no- 122/178 and 123/179/B, Regent Park, Amalgamated Holding No. 122/178, Regent Park, Dist- North 24 Parganas and thus seized and possessed otherwise well sufficiently as owners by mutated their name in the office of Khardah Municipality and BL & LRO and pay the Rent & taxes regularly, which is hereinafter called and referred as the **SAID PROPERTY**.

AND WHERE AS, the owners have decided to developed the said property by erecting multi-storied building consisting of several flats, garage but due to lack of knowledge and paucity of funds, approached the developer to undertake the Development of the aforesaid land, to which the developer has agreed on the following terms and conditions.

NOW THIS INDENTURE WITNESSETH and it is mutually agreed upon by and between the parties as follows:-

ARTICLE - I : DEFINATIONS:-

1. **OWNERS** : Owners' shall mean **Sri Pijush Banerjee**, Son of late Bhupendra Kumar Bandyopadhyay, residing at, 122/178, Regent Park, P.O. Rahara, P.S. Khardah, North 24 Pgs, Kol-700118, **Sri Biswanath Banerjee**, And **Sri Somenath Banerjee**, Both are Son of Lt. Dhirendra Kumar Bandyopadhyay, residing at, 123/179/B, Regent Park, P.O. Rahara, P.S. Khardah, North 24 Pgs, Kol-700118, the first party herein and his/her/their legal heirs, executors, administrators, successors and legal representatives.
2. **DEVELOPER** : Developer shall mean **M/S. PIONEER ASSOCIATES**, a Partnership firm having its principal place of business at 12/A/1/35 Shreyasi Apartment, P.O. & P.S. Khardah, Kolkata 700117, District North 24 Parganas, Represented by its Partners, **SRI KANTI RANJAN DAS**, son of Late Nalini Kanta Das, **SRI GOPAL DAS**, son of Late Narayan Chandra Das, the second party herein and its executors, administrators, successors in- office and legal representatives.
3. **PREMISES** : **PREMISES** or **PROPERTY** shall mean the entire area of land together with structure lying thereon admeasuring about 4 Cottahs 15 Chittaks 40 Sq Ft.(03 Kattah 13 Chittak 13 Sq.Ft.+ 01 cottahs 02 Chittak 27 Sq.Ft.) be the same or little more or less with more or less Pucca 1305 Sq.Ft. at the Ground Floor and 663 Sq.Ft. at the 1st Floor, and more or less 487 Sq.Ft. RTS construction thereon; as per L.R. records of BL & LRO, which is lying and situate at Mouza : Kerulia, J.L. No. 5, Re.Su. No. 11, Touzi No. 172, comprised in C.S.

Khatian No. 131 under Dag No. 243 corresponding to R.S. Dag No. 243/391 & L.R. Dag No. 298 under corresponding L.R. Khatian No- 673 & 377, P.S. Khardah, ADSRO - Sodepur (formerly Barrackpore) under Khardah Municipality, ward no -5, Holding no- 122/178 and 123/179/B, Regent Park, Amalgamated Holding No. 122/178, Regent Park, Dist-North 24 Parganas, which is morefully and particularly mentioned and described in the First Schedule hereunder written.

4. **BUILDING** : shall mean a multi-storied residential building or buildings to be constructed on the said premises as per sanctioned Building Plan which is to be sanctioned by the Khardah Municipality.

5. **COMMON FACILITIES AND AMENITIES** : shall include corridor, stair-case, passages, ways, common landings and common lobbies, drive-ways, pump room, underground water reservoir, overhead water tank water pump & motor & common electric meter room, ultimate floor of the said building (for the flat owners common use only) & other facilities which may be mutually agreed upon by and between the parties & as required for the purpose of establishment, location, enjoyment, provisions, maintenance and/or management of the said residential complex.

6. **SALEABLE SPACE**: shall mean flats and spaces in the building available for independent use and occupation after making due provisions for common facilities and the space required therefore.

7. **OWNERS ALLOCATION** :-

1. Owners shall entitled to get 40% of Super Built Up area including Staircase and Corridors of the Said Building to be Constructed.

Owners are entitled to get,

A. Sri Biswanath Banerjee & Sri Somenath Banerjee are jointly entitled to get-

i) One Flat being no - B, South East facing on the 1ST floor measuring 1068 Sq.ft. more or less Super Built Up area including Staircase and Corridors with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in the said premises upon construction of the said building.

B. Sri Pijush Banerjee entitled to get-

i) One Flat being no - A, North East facing on the 2ND floor measuring 755 Sq.ft. more or less Super Built



- Up area including Staircase and Corridors with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in the said premises upon construction of the said building.*
- ii) *One Flat being no – B, South East facing on the 2ND floor measuring 1068 Sq.ft. more or less Super Built Up area including Staircase and Corridors with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in the said premises upon construction of the said building.*
 - iii) *One Flat being no – C, North West South facing on the 3RD floor measuring 960 Sq.ft. more or less Super Built Up area including Staircase and Corridors with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in the said premises upon construction of the said building.*
 - iv) *One Garage being no – 1, on the Ground floor measuring 225 Sq.ft. more or less Super Built Up area with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in the said premises upon construction of the said building.*
 - v) *One Commercial Shop being no – 2, on the Ground floor measuring 155 Sq.ft. more or less Super Built Up area with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in the said premises upon construction of the said building.*

2. *The Developer will pay to the owner, Sri Biswanath Banerjee & Sri Somenath Banerjee, an amount of Rs. 50,000.00/- (Fifty Thousand) and to the owner Sri Pijush Banerjee, an amount of*

Rs. 1,00,000.00/- (One Lakh), before or at the time of registration of Development agreement.

- 3. The Developer will pay to the owner Pijush Banerjee, an amount of Rs. 7,00,000.00/- (Seven Lakh), within Three months after executing and registration of Development Agreement with Development Power of Attorney.*
- 4. The Developer will pay to the owner Pijush Banerjee, an amount of Rs. 4,00,000.00/- (Four Lakh), at the time of starting constructional work.*
- 5. It is also agreed by and between the parties hereto if any excess area leads to consider for Owners' Allocation comprising with above Flats followed by 40% of the Said Building then Owners shall pay consideration amount @ Rs. 2200/- Rupees Two Thousand and Two Hundred only on per Sq.Ft. upon the such excess area to the Developer AND SIMILARLY the Developer also pay the same consideration amount to the Owners upon the remaining areas whatsoever shall due to the Owners. -*
- 6. And also provided good habitable rental accommodation or to pay Rs. 6500/- per month as rent for the Owner/s, Biswanath Banerjee and Somenath Banerjee jointly and Rs. 8000/- per month as rent for the Owner, Pijush Banerjee for shifting from the SAID PROPERTY and if the developer fail to handed over the owner's allocation within stipulated period then the process of payment of rent will be continued.*
- 7. The Developer will demolish the existing structure and will get the sales proceeds of the materials.*
- 8. **DEVELOPER'S ALLOCATION** The Second Party shall obtain and or entire to get the following property as consideration for investment the entire cost and Expense of the proposed building (hereinafter referred to as the Developers' Allocation). that means the Developers' should obtain all remaining areas with the constructed areas except the Owners' Allocation provided hereinbefore on the said premises including proportionate undivided share and interest of land and all the common facilities and amenities on priority basis along with roof right. The Developers shall have the right to demolish the existing structure and will get the sales proceeds of the materials.*
- 9. **ARCHITECT** mean such qualified Architect/ Architects who being appointed by the Developers shall design and plan the building on the said premises and obtain the required sanction for construction of such building from the appropriate authorities.*

10. **BUILDING PLAN** means such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Khardah Municipality.

11. **TRANSFeree** Shall mean the person, firm, limited company, association or persons to whom any space in the building has been transferred.

12. **WORD IMPARTING** Singular shall include plural vice versa

13. **WORD IMPARTING** the masculine gender shall include feminine and neuter genders likewise words imparting feminine genders shall include masculine & neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders;

ARTICLES – II COMMENCEMENT

This agreement shall be deemed to have commenced on and with effect from the date of execution of the agreement.

ARTICLES – III, OWNERS REPRESENTATIONS

1. The owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT land measuring about 4 Cottahs 15 Chittaks 40 Sq Ft. (03 Kattah 13 Chittak 13 Sq.Ft.+ 01 cottahs 02 Chittak 27 Sq.Ft.) be the same or little more or less with more or less Pucca 1305 Sq.Ft. at the Ground Floor and 663 Sq.Ft. at the 1st Floor, and more or less 487 Sq.Ft. RTS construction thereon; as per L.R. records of BL & LRO, which is lying and situate at Mouza : Kerulia, J.L. No. 5, Re.Su. No. 11, Touzi No. 172, comprised in C.S. Khatian No. 131 under Dag No. 243 corresponding to R.S. Dag No. 243/391 & L.R. Dag No.298 under corresponding L.R. Khatian No- 673 & 377, P.S. Khardah , ADSRO - Sodepur(formerly Barrackpore) under Khardah Municipality, ward no -5, Holding no- 122/178 and 123/179/B, Regent Park, Amalgamated Holding No. 122/178, Regent Park, Dist- 24 Parganas, the said premises free from all encumbrances, attachment and lines whatsoever.
2. The said premises are not vested under the Urban Land (Ceiling and Regulation) Act, 1976.

ARTICLES – IV, DEVELOPER'S RIGHT

1. The Owners hereby grants subject to what has been hereinafter provided the exclusive right to the developer to build, construct, erect and complete the said building comprising the various size of flats in

order to sale the said flats to the member of the public for their residential purpose by entering into agreements for sale / or transfer and / or construction in respect of the Developer's allocation in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer with the approval of the Owner.

2. The Developer shall be entitled to prepare, modify or alter the plan with approval of the Owners and to submit the same to the Khardah Municipality in the name of the Owner at costs of developer and shall pay and bear all expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities and if the developer made any addition or alteration & deviation of building plan in that case, the Developer shall bear additional cost /expenses, penalties for deviation, as imposed by the municipal authority and if required for construction of the building at the said premises provided however that developer shall be exclusively entitled to all refunds of any or all payments and/or deposits paid by the developer.

3. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owners of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in favour of the developer other than an exclusive license to the developer to sale the flat of the said premises in terms thereof and to deal with the developer's allocation in building to be constructed thereon in the manner and subject to the terms hereafter stated.

4. That the Developer shall have right to collect finance from its/their own and /or from the market without creating any charge or mortgage of the schedule Premises and have right to take partner /partners as its/their own choice in that event the land owners shall not raise any objection in that regards. But under any circumstances the Developers' will also undertake to indemnify the Owners and their allocations/provisions written herein above or after.

ARTICLES – V, APPARENT CONSIDERATION

1. In consideration of the owners having agreed to permit the developer to sale the flats of the said premises and construct, erect and complete the building at the said premises the developer agrees :-

a) At their own costs shall obtain all necessary permission and / or approvals and/or consent.

b) In respect of the construction of the building to pay costs of supervision of the development and construction of the Owner's allocation in the building at the said premises.

c) To bear all costs charges and expenses for the construction of the building at the said premises.

The aforesaid shall constitute the apparent consideration for grant of exclusive right for development for the premises.

ARTICLES VI. OWNERS ALLOCATION.

Owners Allocation:- as mentioned in ARTICLE 1; Clause-7,

ARTICLES VII. DEVELOPERS ALLOCATION.

1. In consideration of the above the Developer shall be entitled to the Developer's allocation of the saleable space in the building to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building after providing for Owner's allocation and the developer shall be entitled to enter into agreement for sale and transfer its own name with any transferees for their residential purpose by entering into agreements for sale / or transfer and / or construction in respect of the Developer's allocation in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment.
2. The Developers' Allocation shall be entitled except the Owners' Allocation provided hereinbefore on the said premises including proportionate undivided share and interest of land and all the common facilities and amenities on priority basis along with roof right.

ARTICLE " VIII " : PERIOD OF COMPLETION

- 8.1. That the time is the essence of the instant contract and the developer at its own cost and expenses shall complete the entire project within the specified time as mentioned hereunder.
- 8.2. That the developers shall dismantle or demolish all the existing structures standing on the Schedule Property at their own costs and arrangements after delivery of possession by the Owner to the Developer after the shifting of the existing residents of the building, the developers will sanction the building plan from the

competent authority and complete the said project within 24 (Twenty Four) months from the date of commencement of work i.e. from the date of getting the clear land area after demolishing the existing structures thereon at their own costs and expenses.

ARTICLE IX. CONSTRUCTION

The Developer shall be solely and exclusively responsible for construction of the said building at its own costs;

ARTICLE X. SPACE ALLOCATIONS

- 1. After completion of the building the Developer's portion shall belong to the Developer along with undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building shall exclusively belong to the Developer;*
- 2. The Developer shall be exclusively entitled to the entire portion of the Developer in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owner and owner shall not in any way to interfere with or disturb the quiet and peaceful possession of the Developer;*

ARTICLE XI. BUILDING

- 1. Subject of construct, erect and complete the building and common facilities and amenities at the said premises the decision of the architect regarding the quality of the materials shall be final and binding between the parties hereto; Such construction of the Building shall completed entirely by the Developer within 24 months from the date of starting of construction subject to enhancement of further six month.*
- 2. The Developer shall erect the building at its own costs as per specification and drawings provided by the architect, Pump, tube-well, water storage tanks, overhead reservoirs, electrifications, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided by the Developer and other facilities as are required to be provided as residential building self contained apartment and constructed spaces;*
- 3. The Developer shall be authorized in the name of the Owner in so far as the necessary to apply and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials*



allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction of enjoyment of the building.

- 4. The Developer at its own cost and expenses and without creating any financial or other liability on the owners construct and complete the building and various units and/ or apartments herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be the Developer with the consent of the Owner in writings;*
- 5. All costs, charges and expenses including architects fees shall be paid discharged and borne by the Developer and the owner shall have no liability in the context;*
- 6. The Developer shall provide at its own cost of electricity wiring, water pipeline, sewerage connection in portion of the owner's allocation;*

ARTICLE XII. COMMON FACILITIES

- 1. The Developer shall pay and bear the property taxes and other dues and outgoings in respect of the Owner's allocation of the said building according to dues as and from the date of handing over vacant possession by the owner till as provided hereafter;*
- 2. As soon as the building is completed and the electricity wiring sewerage line and water pipelines are ready up to the portion of the owner's allocation and the Owners' Allocation are completely ready to stay, the Developer shall give written notice to the owner requesting to take possession of the owner's allocation in the building and there being no dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof and certificate of the architect herein produced to this effect then after 45(Forty Five) days from the date of service of such notice and at all times thereafter the owner shall be responsible for payment of all municipal and property taxes, dues duties and other public outgoing of and impositions whatsoever the (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owner's allocation.*
- 3. The Developer shall punctually and regularly pay the rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon the owner and the Developer and both the parties shall keep*



each other indemnified against all claims actions demand, costs, charges and expenses and proceedings whatsoever directly and indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owner or the Developer in this behalf;

- 4. As and up to the date of completion of the Developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building, water, fire and scavenging charges, taxes, light, sanitation and maintenance operation, repair and renewal charges for bill collection, renovation, replacement and expenses for building and mechanical installations, application and equipments, stairways, corridors, passage ways and other common facilities whatsoever as may be mutually agreed from time to time;*

ARTICLE XIII. LEGAL PROCEEDINGS

- 1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings which may arise in respect of the Constructional work of Development of the said premises and all costs, charges and expenses incurred for that purpose shall be borne and paid by the Developer. The owner hereby undertakes to do all such acts deeds, matters and other things that may be reasonably required to be done in the matter.*
- 2. Any notice required to be given by the Developer shall without prejudice to any other mode of service available demand to have been served on the Owner if delivered by hand and duly acknowledgement due to the residence of the owner shall likewise be deemed to have been served on the Developer if delivered by hand or send by pre-paid register post to the office of the Developer.*
- 3. Both the Developer and the Owner shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof the owner hereof and the owner hereby agree to abide by all the rules and regulations; and as such management society/ association/ holdings organization do hereby give their consent to abide by the same.*
- 4. The name of the building shall be Negotiable.*
- 5. Nothing in these present shall be constructed as a demises or assignment or conveyance in the Law by the owner of the premises or any part thereof to the Developer or as creating any right, title or*



interest in respect thereof other than an exclusive license to Developer to commercially exploit the same in the terms there of provided. However the Developer shall be entitled to borrow money from any bank without creating any financial liability of the Owner or affecting their estate and interest in the premises and it is being expressly agreed and understood that in no event the owners or any of their estate shall be responsible and/ or made liable for payment of any dues of such banks and for that purpose, the developer shall keep the Owners indemnity against all actions suits proceedings and costs, charges and expenses in respect thereof.

- 6. As and from date of completion of the building the Developer and/or its transferees and the Owner and/or his/her/their transferees shall be liable to pay and bear proportionate charges on account of ground rent and wealth taxes payable in respect of their spaces.*
- 7. There is no existing agreement regarding the lease or sale or any type of written statements of the said premises and that all other agreement if any, prior to this agreement have been cancelled and are being suppressed by this agreement and the owner agrees to indemnified and keep indemnified the Developer against any or all claims made by any third party in respect of the Said Premises. Similarly in carrying out the said Development work and/or construction of the new building the Developer shall keep the Owner indemnified from and against all third party claims or compensations and actions due to any act of omission, commission or technical defect of the contractor or any accident in or related to the construction of the building for which the entire legal responsibility shall be of the Developer.*
- 8. The Owner undertakes and agrees to execute and register all conveyance and transfer in favour of persons with whom the Developer will enter into agreement as and when required by the Developer.*

ARTICLE XIV. FORCE MAJURE

- 1. The Developer shall not considered to be any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the durations of the force majeure.*
- 2. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, which are beyond control of the Developer.*



ARTICLE XV : ARBITRATION

If any time any dispute shall raise between the parties hereto regarding the construction of interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall referred to the arbitration, in case the parties agree to the case otherwise two Arbitrators, one to be appointed by each the parties in dispute and the same be deemed to be referred within meaning of Arbitration Act, 1996 or THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT, 2015 or any statutory modification there under in force.

ARTICLE XVI : JURISDICTION

District Court of Barasat alone have jurisdiction to enter by their actions, title proceeding arising out of this agreement.

AND THE PARTIES HEREIN ARE JOINTLY AGREED FOR DOING THE FOLLOWINGS FOR THE BENEFIT OF EARLY COMMENCEMENT OF THE PROJECT;

SUCH AS-

1. *The Owners' herein are jointly agreed for doing the followings-*
 - A. *To sign and file any relevant papers relating to the said property, proposed plan/s, additional and or extended plan relating with the said land for obtaining sanctioned plan, also take necessary steps for amalgamation the adjacent plots/holdings.*
 - B. *And also to sign and file any documents before any competent Authority, office/s Police station, W.B.S.E.D.C.L. and to receive and prepare the necessary letter for development and construction purpose.*
2. *The Developers' herein are jointly agreed for doing the followings-*
 - A. *To enter any agreement for sale and or any testamentary documents with any purchasers and to receive any amount as earnest money and to received full consideration amount And to issue valid receipt for the same only for the Developers' allocation.*
 - B. *To sign and execute any deed of conveyance or conveyances and any Instrument and to register the same before any*



Registrar Office or Offices in favour of any intending purchaser or purchasers in respect of the Developers' allocation only.

- C. *To advertise any in newspaper/s or any public places to procure the Buyers.*
 - D. *To issue no objection certificate to any purchaser/s for obtaining their loan from any financial institution only to the Developers' allocation.*
 - E. *To appear and represent before any Court of Law, Government and/ or any semi Government Office or Offices if any disputes arise from any third party.*
3. *The Developers shall liable to handover the Owner's allocation strictly within Twenty Four (24) months from the date of commencement of constructional work.*
 4. *The existing structure shall be demolished by the Developer concern by its own cost and expenses and the entire sale proceeds of the materials and rubbishes, excluding the existing doors, shall be conducted by the Developer as their part.*
 5. *That the Owners shall deliver and/or handover Khas Possession of entire First Schedule Property i.e. the said land with structure in question immediate after execution of these presents and shall issue letter for their full consent to demolish the existing structure to the Developers as the Developers may deploy their own workers for demolish the existing structure.*
 6. *That Owner shall become the members of the society and or Association which shall formed for the benefit of the flat Owners of the proposed building and shall obey the norms of such Society and or Association.*
 7. *That the name of the Building shall be Negotiable.*
 8. *That the Developers' after satisfied the owners' allocation as stated above shall have right to sell out their allocation through Registered Deed of Conveyance and or any registered instruments in favour of any intending Purchaser and or Purchasers.*
 9. *That immediate after execution of this Agreement the Owner/s shall also execute a Registered Development Power of Attorney in favour of the Partners of the Developers concern and the entire cost towards such Power shall be borne by the Developers.*
 10. *That the Developers shall only issue the possession letter in favour of the Owners for his/her/their respective Unit/ Flat and or any accommodation if any for the Owner/s.*



hereinabove, the right to sue for specific performance of this contract by any party against the other as per the terms of this Agreement shall remain unaffected.

19. That all costs and expenses of preparing Stamping and Registration

of all Such Conveyance and/or documents of transfer relating to the Developer's Allocation shall be borne by the Developers and/or flat purchasers and the owners shall not be put to any expenses on account thereof.

The Owners' allocation will be duly mutated by the Owners' by their own expenses and this process of mutation will be co-operate, process and manage by the Developers' herein.

Simultaneously, preparing stamping and registration of all such conveyance and/or documents of transfer relating to the Land Owners Allocation shall be borne by the flat purchasers and in case of self requirements of the Owners' herein, borne by the Owners concerned herein, only in the case and/or matter of the Land Owners' self possession purpose or requirement thereof.

IN WITNESS WHEREOF

The parties herein have set and subscribed their hands and seal on this 8th day of January 2019.

FIRST SCHEDULE OF PROPERTY

ALL THAT land measuring about 4 Cottahs 15 Chittaks 40 Sq Ft.(03 Kattah 13 Chittak 13 Sq.Ft.+ 01 cottahs 02 Chittak 27 Sq.Ft.) be the same or little more or less with more or less Pucca 1305 Sq.Ft. at the Ground Floor and 663 Sq.Ft. at the 1st Floor (Total Pucca Construction is more or less 1968 Sq. Ft. Pucca), and more or less 487 Sq.Ft. RTS construction thereon as per L.R. records of BL & LRO, which is lying and situate at Mouza : Kerulia, J.L. No. 5, Re.Su. No. 11, Touzi No. 172, comprised in C.S. Khatian No. 131 under Dag No. 243

corresponding to R.S. Dag No. 243/391 & L.R. Dag No.298 under corresponding L.R. Khatian No- 673 & 377, P.S. Khardah , ADSRO - Sodepur(formerly Barrackpore) under khardah Municipality, ward no - 5, Holding no- 122/178 and 123/179/B, Regent Park, Amalgamated Holding No. 122/178, Regent Park, Dist- 24 Parganas . The said premises is free from all encumbrances, attachment and liens whatsoever,

The land is bounded by-

On the North- House of Ranjit Mukherjee;

On the South-12 Ft. wide Municipal Road;

On the East – House of Nagendra Kumar Bandyopadhyay;

On the West – 12.5 Ft. Wide Municipal Road and House of Jagannath Banerjee;

THE SECOND SCHEDULE ABOVE REFERRED TO
OWNERS ALLOCATION

1. Owners shall entitled to get **40% of Super Built Up area** including Staircase and Corridors of the Said Building to be Constructed.

Owners are entitled to get,

A. Sri Biswanath Banerjee & Sri Somenath Banerjee are jointly entitled to get-

- i) One Flat being no – B, South East facing on the **1ST floor** measuring **1068 Sq.ft.** more or less Super Built Up area including Staircase and Corridors with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in

the said premises upon construction of the said building.

B. Sri Pijush Banerjee entitled to get-

- i) One Flat being no – A, North East facing on the 2ND floor measuring 755 Sq.ft. more or less Super Built Up area including Staircase and Corridors with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in the said premises upon construction of the said building.*
- ii) One Flat being no – B, South East facing on the 2ND floor measuring 1068 Sq.ft. more or less Super Built Up area including Staircase and Corridors with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in the said premises upon construction of the said building.*
- iii) One Flat being no – C, North West South facing on the 3RD floor measuring 960 Sq.ft. more or less Super Built Up area including Staircase and Corridors with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in the said premises upon construction of the said building.*
- iv) One Garage being no – 1, on the Ground floor measuring 225 Sq.ft. more or less Super Built Up area with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the right to use thereof in the said premises upon construction of the said building.*
- v) One Commercial Shop being no – 2, on the Ground floor measuring 155 Sq.ft. more or less Super Built Up area with the undivided proportionate right, title, interest, in the underneath land along with Constructed common facilities and amenities with the*

right to use thereof in the said premises upon construction of the said building.

- 2. The Developer will pay to the owner, Sri Biswanath Banerjee & Sri Somenath Banerjee, an amount of Rs. 50,000.00/- (Fifty Thousand) and to the owner Sri Pijush Banerjee, an amount of Rs. 1,00,000.00/- (One Lakh), before or at the time of registration of Development agreement.*
- 3. The Developer will pay to the owner Pijush Banerjee, an amount of Rs. 7,00,000.00/- (Seven Lakh), within Three months after executing and registration of Development Agreement with Development Power of Attorney.*
- 4. The Developer will pay to the owner Pijush Banerjee, an amount of Rs. 4,00,000.00/- (Four Lakh), at the time of starting constructional work.*
- 5. It is also agreed by and between the parties hereto if any excess area leads to consider for Owners' Allocation comprising with above Flats followed by 40% of the Said Building then Owners shall pay consideration amount @ Rs. 2200/- Rupees Two Thousand and Two Hundred only on per Sq.Ft. upon the such excess area to the Developer AND SIMILARLY the Developer also pay the same consideration amount to the Owners upon the remaining areas whatsoever shall due to the Owners.*
- 6. And also provided good habitable rental accommodation or to pay Rs. 6500/- per month as rent for the Owner/s, Biswanath Banerjee and Somenath Banerjee jointly and Rs. 8000/- per month as rent for the Owner, Pijush Banerjee for shifting from the SAID PROPERTY and if the developer fail to handed over the owner's allocation within stipulated period then the process of payment of rent will be continued.*

Handwritten initials/signature

7. The Developer will demolish the existing structure and will get the sales proceeds of the materials.

**THE THIRD SCHEDULE ABOVE REFERRED TO
DEVELOPERS ALLOCATION**

The Second Party shall obtain and or entire to get the following property as consideration for investment the entire cost and expenses of the proposed building (hereinafter referred to as the Developers' Allocation). that means the Developers' should obtain all remaining areas with the constructed areas except the Owners' Allocation provided hereinbefore on the said premises including proportionate undivided share and interest of land and all the common facilities and amenities on priority basis along with roof right.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION OF CONSTRUCTION WORK**

- 1) Number of floor : Ground floor plus upper stories as per sanctioned plan.
- 2) Structure : land with R.C.C. framed structure with beam, brick with sand and mortar as per sanctioned plan. The materials will be Grade - 1 quality.
- 3) Water Arrangements : Pumping arrangement to overhead reservoir from underground water reservoir , water supplied by local Municipality. And individual water connection in the flat.
- 4) Floor with Skirting : All rooms , including toilets , kitchen are laid with quality Floor Tiles and skirting of 0.6" ft. height.
- 5) External Finish :- Cement based paint over Plaster.
- 6) Internal Finish :- Plaster of Paris/Putty. [Putty in 2 adjacent Flats of Owner -1 and 1 Flat of Owner -2&3]
- 7) Bathroom : 5'- 0" height glazed tiles from 6" skirting (Developers' choice) concealed water pipe Lines finishing with two taps and one shower point. White European/Indian type W.C. system /Commode.
- 8) Kitchen : Black stone top and one Steel sink will be provided 3' - 0" height glazed tiles covering from kitchen table (Developers choice) one tap.
- 9) Interior : Pedestal Basin.

10) Floor : Kitchen, Toilet , Stair And Corridor will be finished with best quality marble.

11) Door: Frame – Sal wood , Palla – Flash Door, Wooden Door (Teak Wood) at the Entrance of 1 Flat of Owner -1 and 1 Flat of Owner -2&3, Toilet with P.V.C. Doors, Collapsible Gate at the outside of the main entrance of the said Building.

12) Window : All windows will be Aluminum open able/sliding windows with glass good class.

13) Balcony : 2' – 6" covered with brick work/grill fittings.

14) Dinning : one Basin of white colour with tap.

15) Electrification : All bed rooms, living space, dining space etc. are provided with sufficient and concealed or semi concealed wiring and built in switch.

I) 2 light points, 1 fan point, 2 (5 Amp) Power points, 1 A.C. Point and 1 T.V. Point at each Bed room.

II) 2 light points, 1 fan point, 1 (5 Amp) Power points, provision for T.V. Antena & telephone shoket , 1 (15 Amp), plug point for freeze & 1 D.P. main switch at Drawing cum Dining rooms.

III) 1 light point, 2 (5/15 Amp) Power point, 1 fan point (Exhaust) at Kitchen.

IV) 1 light point , 1 fan point (Exhaust) at each Toilet.

V) 1 light point, 1 (5/15 Amp) Power point at Balcony

VI) 15 AMP. Power point for Gizer. 15 AMP, Power point for Washing Machine.

VII) 5 AMP. Power point for Aqua Guard.

COMMON FACILITIES AND AMINITIES-

1. The foundation, columns, beams, Supports, corridors, lobbies, entrance and exists for residential purpose,

2. Water Pump, Over head Water Reservoir, under ground Water Tank, Water Pipes, and other Plumbing installations.

3. Drainage sewers, and rain water pipes, septic Tank, Drainage and sewerage evacuation pipes from the Units to the Municipal Drainage.

4. Such other common parts, equipments installations, fixtures fittings, about the said building as are necessary.

5. Stair and all landings; ultimate top floor roof;

6. AND Lift Facilities for the all Unit/Flat Owner/s through an Additional Payment, which is agreeing to pay, by the each Unit/ Flat Owners for Lift Facility said in before.

(Handwritten signature)

MEMO OF CONSIDERATION

RECEIVED FROM THE WITHIN NAMED OWNER/S THE WITHIN MENTIONED SUM OF Rs. 1,50,000.00 /- (Rs. One Lakh Fifty Thousand) only. AS PER MEMO OF CONSIDERATION MENTIONED BELOW which will be a part of OWNER'S ALLOCATION.

By :-

DATE	Cheque/Cash	Bank	AMOUNT(Rs.)
18/08/2018	000504	BOB	50,000.00/-
07/01/2019	000794	BOB	90,000.00/-
07/01/2019	000795	BOB	10,000.00/-

Total Rs. 1,50,000.00 /-
(Rs. One Lakh Fifty Thousand) only

IN THE PRESENCE OF:

1. Somkar Mulharjee
Rahara Pallimede
Kol - 700118

Pujash Banerjee
Divyansh Banerjee
Somnath Banerjee

Signature of the Owners



IN WITNESS WHEREOF THE PARTIES HERETO HAVE
HEREUNDER SET AND SUBSCRIBED THEIR RESPECTIVE
HANDS AND/OR SEALS ON THE DAY MONTH AND YEAR
FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED
in presence of :-

1) Sambhaji Mulchurje
Rahree Ballisree
Kol - 700118

2) Sudipta Patra
RUDA. B.K.P

Piyush Banerjee
Biswanath Banerjee
Somnath Banerjee
Signature of the Owners.

FRONIER ASSOCIATES
Kazali Raychaudhary
Partner
Signature of the Developers

Drafted & Prepared By :-

Debanjan Goswami
DEBANJAN GOSWAMI
ADVOCATE
En. No. F 832/ 503/98.

DISTRICT NORTH 24 PARGANAS

OFFICE OF THE A.D.S.R.O. (B.K.P.) / NAIHATI / D.S.R. BARASAT / COSSIPORE, DUMDUM / R.A. - KOLKATA

1.

Name PIJUSH BANERJEE

Status : Presentant



Pijush Banerjee

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above finger prints are of the above named person and attested the said person.

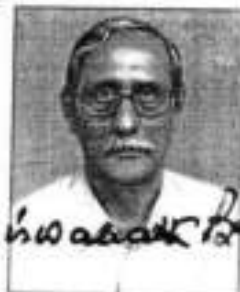
Pijush Banerjee

Signature of the Presentant

2.

Name BISWA NATH BANERJEE

Status : Presentant / Executant / Claimant Attorney /
Principal / Guardian / Testator



Biswanath Banerjee

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above finger prints are of the above named person and attested the said person.

Biswanath Banerjee

Signature of the Presentant / Executant / Claimant Attorney / Principal / Guardian / Testator

DISTRICT NORTH 24 PARGANAS

OFFICE OF THE A.D.S.B.O. (B.K.P.) / NAIHATI / D.S.R. BARASAT / COSSIPORE, DUMDUM / R.A. - KOLKATA

1.

Name SOME NATH BANERJEE

Status : Presentant



LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above finger prints are of the above named person and attested the said person.

Some Nath Banerjee
Signature of the Presentant

2.

Name

Status : Presentant / Executant / Claimant Attorney /
Principal / Guardian / Testator



LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above finger prints are of the above named person and attested the said person.

Signature of the Presentant / Executant / Claimant Attorney / Principal / Guardian / Testator

DISTRICT NORTH 24 PARGANAS

OFFICE OF THE A.D.S.R.O. (B.K.P.) / NAIHATI / D.S.R. BARASAT / COSSIPORE, DUMDUM / R.A. - KOLKATA

1.

Name KANTI RANJAN DAS

Status : Presentant



Kanti Ranjan Das

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above finger prints are of the above named person and attested the said person.

Kanti Ranjan Das

Signature of the Presentant

2.

Name GOPAL DAS

Status : Presentant / Executant / Claimant Attorney /
Principal / Guardian / Testator



Gopal Das

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above finger prints are of the above named person and attested the said person.

Gopal Das

Signature of the Presentant / Executant / Claimant Attorney / Principal / Guardian / Testator

स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER

AGBPB3257F



नाम / NAME

PIJUSH BANERJEE

पिता के नाम / FATHER'S NAME

BHUPENDRA KUMAR BANERJEE

जन्म तिथि / DATE OF BIRTH

15-08-1965

हस्ताक्षर / SIGNATURE

Pijush Banerjee

Shahin

असहय आयुक्त, (सिस्टम & टेक.) अंश.

COMMISSIONER OF INCOME-TAX (S.O.), KOLKATA

Pijush Banerjee

इस कार्ड के खो / गिर जाने पर कृपया जल्दी अपने
घर के परिवारवाले को सूचित / ध्यान दें
संयुक्त आयुक्त (सिस्टम एवं तकनीकी),
पी-7,
चौकरी स्क्वोर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

BISWANATH BANERJEE
DHIRENDRA KUMAR BANERJEE

24/03/2020
 Permanent Account Number
AYTPB1E26N

Signature



Biswanath Banerjee

विक्रेता के रूप में / एवं एक प्रत्यक्ष व्यक्ति को / सीमा
 अंतर्गत, एक बिक्रेत वस्तु, एक या अधिक एक
 सीमा अंतर्गत, प्रत्यक्ष बिक्रेत,
 अन्य विक्रेता के रूप में के माध्यम,
 बॉम्बे, पुणे - 411 008

(कोई भी व्यक्ति जो विक्रेता के रूप में कार्य करता है,
 विक्रेता के रूप में कार्य करता है)
 विक्रेता के रूप में कार्य करने वाले, NSDL
 और # विक्रेता के रूप में कार्य करने वाले,
 विक्रेता के रूप में कार्य करने वाले विक्रेता,
 बॉम्बे, पुणे - 411 008

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SOMENATH BANERJEE

DHIRENDRA KUMAR BANERJEE

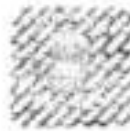
24/05/1961

Permanent Account Number

AYTPB1627P

Somenath Banerjee

Signature



300370710

Somenath Banerjee

यदि कार्ड खोया / यदि वा अन्य व्यक्ति को / शिष्ट :-
असल से वापस कराएं, या हम से संपर्क करें।
संपर्क न करें, धन्यवाद।
एन. डी. यू. ए. कार्ड के माध्यम से।
एन. डी. यू. ए. - 411 045

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

Tel: 91-20-2721 8080; Fax: 91-20-2721 8081
e-mail: nsdl@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT
PIONEER ASSOCIATES



भारत सरकार
GOVT OF INDIA



20/02/2010

Permanent Account Number

AAMFP7725R

20/02/2010

PIONEER ASSOCIATES

 An. Partner

आयकर विभाग
INCOME TAX DEPARTMENT

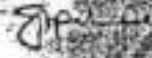
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GOVT. OF INDIA

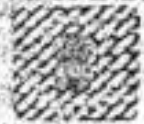
GOPAL DAS

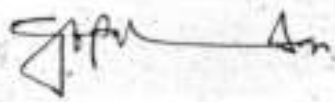
NARAYAN DAS

24/03/1971

Permanent Account Number
AGAPD0725H


Signature





स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER
ADSPD7299P

नाम / NAME
KANTI RANJAN DAS

पिता का नाम / FATHER'S NAME
NALINI KANTA DAS

जन्म तिथि / DATE OF BIRTH
12-02-1954

स्विकृत हस्ताक्षर
Kanti Ranjan Das

आयकर अधिनियम, 1922
COMMISSIONER OF INCOME-TAX, W.B. - XI

Kanti Ranjan Das.

इस कार्ड के खो / हिल जाने पर तुरंत जारी करने वाले अधिकारी को सूचित / बताना जरूरी है।
संपुल आयकर आयुक्त (प्रशासित एवं तकनीकी),
पी-7,
चौमलिंग्क्वै स्क्वायर,
कोलकाता - 700 069.

In case this card is lost/found, kindly inform/reports to the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.

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

Id: 19-201819-032596450-1
BRN Date: 07/01/2019 15:08:49
BRN: 103096777

Payment Mode: Online Payment
Bank: Bank of Baroda
BRN Date: 07/01/2019 15:12:00

DEPOSITOR'S DETAILS

Name: D GOSWAMI
Contact No.:
E-mail:
Address: SEALDAH COURT THANA ENTALY SOUTH 24 PGS
Applicant Name: Mr D Goswami
Office Name:
Office Address:
Status of Depositor: Advocate
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 5

Id No. : 15241000000846/5/2019
[Query No./Query Year]

Mobile No. +91 9830242520



PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	15241000000846/5/2019	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	15241000000846/5/2019	Property Registration- Registration Fees	0030-03-104-001-16	1521

Total

11442

In Words: Rupees Eleven Thousand Four Hundred Forty Two only

Major Information of the Deed

Deed No :	I-1524-00105/2019	Date of Registration	08/01/2019
Query No / Year	1524-1000000846/2019	Office where deed is registered	
Query Date	02/01/2019 2:16:23 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	D Goswami Sealdah Court, Thana : Entaly, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9830242520, Status : Advocate		
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 : 1,50,000/-]		
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 61,28,335/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 1,521/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: KHARDAH, Road: Regent Park Road, Mouza: Keruliya Pin Code : 700118

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-298	LR-673	Bastu	Bastu	4 Katha 15 Chatak 40 Sq Ft	8,00,000/-	45,06,235/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road.
Grand Total :					8.2385Dec	8,00,000 /-	45,06,235 /-	






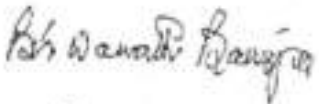



Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1968 Sq Ft.	1,70,000/-	14,76,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1305 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 663 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	487 Sq Ft.	30,000/-	1,46,100/-	Structure Type: Structure
Gr. Floor, Area of floor : 487 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		2455 sq ft	2,00,000 /-	16,22,100 /-	



Major Information of the Deed :- I-1524-00105/2019-08/01/2019

and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Pijush Banerjee (Presentant) Son of Late Bhupendra Kumar Bandyopadhyay Executed by: Self, Date of Execution: 08/01/2019 , Admitted by: Self, Date of Admission: 08/01/2019 ,Place : Office			
	08/01/2019	08/01/2019 LT	08/01/2019	122/178 Regent Park Rahara, P.O:- Rahara, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700118 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AGBPB3257F, Status :Individual, Executed by: Self, Date of Execution: 08/01/2019 , Admitted by: Self, Date of Admission: 08/01/2019 ,Place : Office
2	Name Mr Biswanath Banerjee Son of Late Dharendra Kumar Bandyopadhyay Executed by: Self, Date of Execution: 08/01/2019 , Admitted by: Self, Date of Admission: 08/01/2019 ,Place : Office			
	08/01/2019	08/01/2019 LT	08/01/2019	123/179 B Regent Park, P.O:- Rahara, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700118 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AYTPB1626N, Status :Individual, Executed by: Self, Date of Execution: 08/01/2019 , Admitted by: Self, Date of Admission: 08/01/2019 ,Place : Office
3	Name Mr Somenath Banerjee Son of Late Dharendra Nath Bandyopadhyay Executed by: Self, Date of Execution: 08/01/2019 , Admitted by: Self, Date of Admission: 08/01/2019 ,Place : Office			
	08/01/2019	08/01/2019 LT	08/01/2019	123/179/b Regent Park, P.O:- Rahara, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700118 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AYTPB1627P, Status :Individual, Executed by: Self, Date of Execution: 08/01/2019 , Admitted by: Self, Date of Admission: 08/01/2019 ,Place : Office



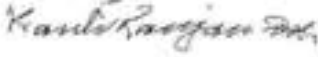


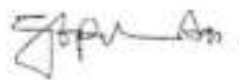


Major Information of the Deed :- I-1524-00105/2019-08/01/2019


Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Pioneer Associates 12/a/1/35 Shreyasi Apartment, P.O:- Khardah, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700117 , PAN No.:: AAMFP7725R, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Kanti Ranjan Das Son of Late Nalini Kanta Das Date of Execution - 08/01/2019, , Admitted by: Self, Date of Admission: 08/01/2019, Place of Admission of Execution: Office			
	Jan 8 2019 12:27PM	LTI 08/01/2019		08/01/2019
	1 No Surya Sen Nagar, P.O:- Khardah, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700117, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADSPD7299P Status : Representative, Representative of : Pioneer Associates (as partner)			
2	Name	Photo	Finger Print	Signature
	Mr Gopal Das Son of Late Narayan Chandra Das Date of Execution - 08/01/2019, , Admitted by: Self, Date of Admission: 08/01/2019, Place of Admission of Execution: Office			
	Jan 8 2019 12:27PM	LTI 08/01/2019		08/01/2019
	Sasadhar Tarafder Road, P.O:- Sukchar, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGAPD0725H Status : Representative, Representative of : Pioneer Associates (as partner)			

Identifier Details :

Name & address	
Sudipta Parui Wife of Late S Parui Ruiya, P.O:- Patulia, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700119, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, , Identifier Of Mr Pijush Banerjee, Mr Biswanath Banerjee, Mr Somenath Banerjee, Mr Kanti Ranjan Das, Mr Gopal Das	
	08/01/2019



Major Information of the Deed :- I-1524-00105/2019-08/01/2019

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Pijush Banerjee	Pioneer Associates-2.74618 Dec
2	Mr Biswanath Banerjee	Pioneer Associates-2.74618 Dec
3	Mr Somenath Banerjee	Pioneer Associates-2.74618 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Pijush Banerjee	Pioneer Associates-656.00000000 Sq Ft
2	Mr Biswanath Banerjee	Pioneer Associates-656.00000000 Sq Ft
3	Mr Somenath Banerjee	Pioneer Associates-656.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Mr Pijush Banerjee	Pioneer Associates-162.33333333 Sq Ft
2	Mr Biswanath Banerjee	Pioneer Associates-162.33333333 Sq Ft
3	Mr Somenath Banerjee	Pioneer Associates-162.33333333 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: KHARDAH, Road: Regent Park Road, Mouza: Keruliya Pin Code : 700118

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 298(Corresponding RS Plot No:- 243/391), LR Khatian No:- 673	Owner: সুবেদ কুমার বন্দ্যোপাধ্যায়, Gurdian: জাহাঙ্গীর না, Address: নিজ Classification: বাড়, Area: 0.05000000 Acre,	Mr Pijush Banerjee

Endorsement For Deed Number : I - 152400105 / 2019

On 02-01-2019

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 61,28,335/-



(Signature)

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

Major Information of the Deed :- I-1524-00105/2019-08/01/2019

08-01-2019

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

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

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

Presented for registration at 11:31 hrs on 08-01-2019, at the Office of the A.D.S.R. SODEPUR by Mr Pijush Banerjee, one of the Executants.

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

Execution is admitted on 08/01/2019 by 1. Mr Pijush Banerjee, Son of Late Bhupendra Kumar Bandyopadhyay, 122/178 Regent Park Rahara, P.O: Rahara, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700118, by caste Hindu, by Profession Service, 2. Mr Biswanath Banerjee, Son of Late Dharendra Kumar Bandyopadhyay, 123/179 B Regent Park, P.O: Rahara, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700118, by caste Hindu, by Profession Retired Person, 3. Mr Somenath Banerjee, Son of Late Dharendra Nath Bandyopadhyay, 123/179/b Regent Park, P.O: Rahara, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700118, by caste Hindu, by Profession Service

Identified by Sudipta Parui, , Wife of Late S Parui, Ruiya, P.O: Patulia, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700119, by caste Hindu, by profession House wife

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

Execution is admitted on 08-01-2019 by Mr Kanti Ranjan Das, partner, Pioneer Associates, 12/a/1/35 Shreyasi Apartment, P.O:- Khardah, P.S:- Khardaha, District-North 24-Parganas, West Bengal, India, PIN - 700117

Identified by Sudipta Parui, , Wife of Late S Parui, Ruiya, P.O: Patulia, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700119, by caste Hindu, by profession House wife

Execution is admitted on 08-01-2019 by Mr Gopal Das, partner, Pioneer Associates, 12/a/1/35 Shreyasi Apartment, P.O:- Khardah, P.S:- Khardaha, District-North 24-Parganas, West Bengal, India, PIN - 700117

Identified by Sudipta Parui, , Wife of Late S Parui, Ruiya, P.O: Patulia, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700119, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,521/- (B = Rs 1,500/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/01/2019 3:12PM with Govt. Ref. No: 192018190325964501 on 07-01-2019, Amount Rs: 1,521/-, Bank, Bank of Boroda (BARB0INDIAE), Ref. No. 103096777 on 07-01-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,921/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 2408, Amount: Rs.100/-, Date of Purchase: 27/09/2018, Vendor name: S Bhowmik

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/01/2019 3:12PM with Govt. Ref. No: 192018190325964501 on 07-01-2019, Amount Rs: 9,921/-, Bank, Bank of Boroda (BARB0INDIAE), Ref. No. 103096777 on 07-01-2019, Head of Account 0030-02-103-003-02

Indradip Ghosh

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



Major Information of the Deed :- I-1524-00105/2019-08/01/2019

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1524-2019, Page from 11744 to 11789
being No 152400105 for the year 2019.



Digitally signed by INDRADIP GHOSH
Date: 2019.01.14 17:05:36 +05:30
Reason: Digital Signing of Deed.

(Indradip Ghosh) 14-01-2019 17:05:21
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.



(This document is digitally signed.)