

16901/2021

I

16394/2021

# भारतीय गैर न्यायिक



पचास  
रुपये  
₹. 50

FIFTY  
RUPEES  
RS. 50

## INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 855396



Additional Registrar of  
Assurances IV, Kolkata

*Handwritten:* 13/12/21, 21/12/21, 726993/

Verified that the Document is admitted to  
registration. The Stamp is valid and the  
document is genuine and correct document  
as the part of the...

Additional Registrar  
of Assurances IV, Kolkata



**THIS AGREEMENT**

13 DEC 2021

**THIS AGREEMENT** is made on this 13<sup>th</sup> day of December Two  
Thousand Twenty One (2021)

-BETWEEN-

09 DEC 2021

42192

DATE.....  
 SOLD TO.....**SITANI KARMAKAR**  
 ADDRESS.....**High Court, Calcutta**  
 Regn. No. **WB 756/2006**  
 RS.....

09 DEC 2021

CODE NO: (1987)  
 LICENCED NO.  
 20 & 20A / 1973

**ANJUSHREE BANERJEE**  
 L. S. VENDOR (O.B.)  
 HIGH COURT, KOLKATA-700 006

09 DEC 2021



*[Signature]*  
 REGISTRAR  
 OF ASSURANCES-IV, KOLKATA  
 13 DEC 2021



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

GRN: 192021220134293918 Payment Mode: Online Payment (SBI Epay)  
GRN Date: 12/12/2021 15:27:58 Bank/Gateway: SBIEpay Payment Gateway  
BRN : 8552829473017 BRN Date: 12/12/2021 15:12:06  
Gateway Ref ID: IGAMPLBSN1 Method: State Bank of India NB  
Payment Status: Successful Payment Ref. No: 2002587784/2/2021  
[Query No\*/Query Year]

Depositor's Name: MKBD DEVELOPEES LLP  
Address: 15/2/1 DEODAR STREET, KOLKATA -700019  
Mobile: 9830432444  
EMAIL: MCKOTHARI@YAHOO.COM  
Depositor Status: Others  
Query No: 2002587784  
Applicant's Name: Mr Tapas Kumar Maity  
Identification No: 2002587784/2/2021  
Remarks: Sale, Development Agreement or Construction agreement

1	2002587784/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	2002587784/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	40021
<b>Total</b>				<b>50042</b>

IN WORDS: FIFTY THOUSAND FORTY TWO ONLY.

**AMIT CHAKRABORTY**, son of Asit Kumar Chakrabarti, by faith - Hindu, by Nationality & Citizenship- Indian, having **mobile no.8240243454** and having **PAN- AFLPC5198P** and having **AADHAR No. 397793119817** residing at Vivekananda Nagar, Madhyamgram, District- North 24-Parganas, P.O. Madhyamgram Bazar & P.S. Madhyamgram, West Bengal-700130 ; hereinafter referred to as the **OWNER** (which terms or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, nominee(s) and/or assigns) of the **ONE PART**.

**-AND-**

**M K B D DEVELOPERS LLP**, a Limited Liability Partnership Firm registered under a Limited Liability Partnership Act 2008, having its registered office at 15/2/1, Deodor Street, P.O. & P.S. Ballygunge, Kolkata- 700019 having its Income Tax **PAN: ABQFM4555K**, represented by its one of the designated Partner **SRI SANDEEP KOTHARI**, son of Late Mool Chand Kothari, by faith- Jain, by Occupation Business, having Income Tax **PAN: AGDPK5582G**, residing at 5, Allenby Road, Post Office - Lala Lajpat Rai Sarani, Police Station- Bhawanipur, Kolkata- 700020, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS:**

- A) The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owner of **ALL THAT** piece and parcel of land



*[Handwritten signature]*

ADDL. REGISTRAR  
OF ASSURANCES-IV, KOLKATA

13 DEC 2021



measuring about **8 (eight) cottah 1 (one) chittack 11 (eleven) sq.ft.** more or less comprised in R.S.& L.R. Dag Nos. 58, 152,153, lying and situate at Mouza- Guchuria, Police Station: Madhyamgram, within the limits of Madhyamgram Municipality, A.D.S.R.- Barasat, District North 24 Parganas, West Bengal, as morefully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **said property**", absolutely and forever, free from all encumbrances and liabilities whatsoever.

- B) The Ownership of the Owner in respect of the Said Property is mentioned in the "**Devolution of Title**", morefully described in the **SECOND SCHEDULE** hereunder. The name of the Owner are mutated in the records of B.L. & L.R.O. save and except a portion thereof.
- C) Prior to entering into this Agreement, the Owner represented the Developer, as to the following:
- a) That the facts as hereinbefore recited are all true and correct.
  - b) That title of the Owner to the Said Property is clear and the Owner has a good and marketable title to the same free from all encumbrances.
  - c) That the Said Property is free from all encumbrances, mortgages, charges, liens, lispendencies, attachments, trusts, debutters, leases, occupancy rights, thika tenancies, alignments, acquisitions, requisitions, and liabilities whatsoever or howsoever.



ADDL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

13 DEC 2021

- D) Relying on the aforesaid representation of the Owner to be true and correct the Developer has approached the Owner to grant permission to carry out development of the Said Property and to incur all costs, charges and expenses for undertaking development/construction of the New Building(s) at the Said Property on revenue sharing basis and for the consideration and on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

1. That in this agreement unless otherwise agreed upon the following expression will have the following meaning;
  - a) **PREMISES** shall mean **ALL THAT** piece and parcel of land measuring about **8 (eight) cottah 1 (one) chittack 11 (eleven) sq.ft.** more or less comprised in R.S.& L.R. Dag Nos. 58, 152,153, lying and situate at Mouza- Guchuria, Police Station: Madhyamgram, within the limits of Madhyamgram Municipality, A.D.S.R.- Barasat, within the limits of Madhyamgram Municipality under Ward No.18, Holding nos.49, Baikuntha Deb Road 2<sup>nd</sup> Lane, District- North 24-Parganas, as morefully and particularly, described in the **FIRST SCHEDULE**, hereunder written.
  - b) **OWNER** shall mean **AMIT CHAKRABORTY** and his legal heirs, representatives, executors, administrators and assigns.
  - c) **DEVELOPER** shall mean **MKBD DEVELOPERS LLP**, a Limited Liability Partnership Firm registered under a Limited Liability





ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
13 DEC 2021

Partnership Act 2008, having its registered office at 15/2/1,  
Deodar Street, Kolkata- 700019

- d) **PLAN** shall mean plan or plans to be prepared by the Registered Architect and sanctioned by the Madhyamgram Municipality in respect of the said property.
- e) **NEW BUILDING** shall mean the multistoried building to be constructed on the **said property** being holding nos. 49, Baikuntha Deb Road 2<sup>nd</sup> Lane of Madhyamgram Municipality, by the Developer in accordance with the Plan or Plans to be prepared by the Architect and sanctioned by the Madhyamgram Municipality under the supervision and cost of the Developer.
- f) **DEVELOPER'S SHARE** shall mean **ALL THAT** 70% (seventy per cent) of the Net Revenue realized from the Project.
- g) **GROSS REVENUE** shall mean and include all amounts realized by the Developer on any head or account arising out of or relating to the Project whether or not from Intending Purchaser/s for sale of Units at the Said Property with or without car parking spaces and all other realizations from or arising out of or relating to the Said Property or project or in any manner attributable thereto including cancellation charges (if any),
- h) **NET REVENUE** shall mean amount remaining after deduction from the Gross Revenue following items :
- i) G.S.T or Any Tax for the Unit;



ADUL REGISTRAR  
OF ASSURANCES, KOLKATA  
13 DEC 2021

ii) Electricity Transformer charges, Generator and other security deposits received from Intending Purchaser/s and not forming part of the consideration for sale, transfer of Units or other spaces rights or benefits .

iii) Brokerage expenses;

iv) Marketing Expenses;

i) **DEPOSIT:** The Developer undertakes to pay the Owner a sum of Rs.40,00,000/- (Rupees Forty Lakhs only) as interest-free adjustable/refundable deposit (hereinafter referred to as the "Security Deposit"), out of which Rs. 15,00,000/- (Rupees Fifteen Lakhs) shall be paid by the Developer to the Owner on or before signing of this Agreement, Rs.10,00,000/- (Rupees Ten Lakhs) shall be paid by the Developer to the Owner immediately upon sanction of plan, Rs.10,00,000/- (Rupees Ten Lakhs) shall be paid by the Developer to the Owner on commencement of construction and remaining Rs.5,00,000/- (Rupees Five Lakh only) non-refundable deposit shall be paid by the Developer to the Owner at the time of commencement of work. The Security Deposit shall be adjusted against the entitlement of owner's share of revenue.

j) **PROJECT** shall mean the development and construction of a real estate project on the Said Property by constructing Building in accordance with plan sanctioned by Madhyamgram Municipality.

k) **REVENUE COLLECTION ACCOUNT or ESCROW ACCOUNT** for the purpose of this Agreement means the account opened



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
13 DEC 2021

with a Bank for the purpose of collection of all revenues and receipts relating to the Project including the Gross Revenues and all other incomes or collections or deposits including items which are excluded from the meaning of the term Gross Revenues. It is clarified that such account shall be an escrow account controlled by the Developer with instructions to the escrow bank to transfer the Owner's Revenue Share to the bank account designated by the Owner, immediately upon receipt of funds from the Intending Purchaser and Developer's share to the Bank Account designated by the Developer.

- 1) **COMMON AREAS AND FACILITIES** shall mean:-
- (i) The Common area situated in ground area to be used as passage for ingress and egress out by foot, car with men and materials from the premises without causing any obstruction to any other flat Owner and/or lawful occupiers.
  - (ii) The foundation columns, beam supports, main walls, corridors, lobbies, stairs, stair-ways, lift pit in the basement, lift well, lift machine room, boundary wall, gates and entrances to and exists from the new multistoried building and intended for common use.
  - (iii) Installation of common services such as water, electricity, sewerage etc.
  - (iv) Lift, Generator, Pump, Motor, Pipes ducts and all apparatus and installations in the new multistoried building for common use.



ADJ. SECY. (GEN. ADMSN.)  
OFFICE OF THE SECRETARY  
OF ASSURANCE, KOLKATA  
13 DEC 2021

(v) Underground water reservoir and the water tank and overhead water tank.

m) **OWNER'S ALLOCATION** shall mean **30%** of the net revenue.

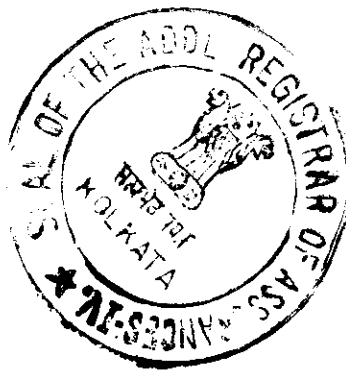
n) **THE DEVELOPER'S ALLOCATION** shall mean **70%** of the net revenue.

o) **DISTRIBUTION OF NET REVENUE:** The available net revenue after keeping deposit of the amount in the Escrow Account in terms of the Real Estate (Regulation and Development) Act, 2016 (RERA) shall be distributed between the Owner and the Developer in the aforesaid agreed ratio. While distributing such Revenue to the Owner, Developer shall deduct 40% from the said amount and such deducted amount shall be adjusted against the security deposit. The Owner's share of net revenue shall be paid as and when payment will be received from the intending purchasers in any transaction. In the event any amount remain unpaid shall be refunded by the Owner to the Developer as and when the Developer shall demand for the same.

2. **It is represented by the Owner** as follows:-

a) That the Owner is absolutely seized and possessed of and otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of land measuring about **8 (eight) cottah 1 (one) chittack 11 (eleven) sq.ft.** more or less comprised in R.S.& L.R. Dag Nos. 58, 152,153, lying and situate at Mouza- Guchuria, Police Station: Madhyamgram, within the limits of Madhyamgram





ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

13 DEC 2021

Municipality, A.D.S.R.- Barasat, within the limits of Madhyamgram Municipality under Ward No.18, Holding nos.49, Baikuntha Deb Road 2<sup>nd</sup> Lane, District- North 24-Parganas, as morefully and particularly described in the **FIRST SCHEDULE**, hereunder written.

- b) That the **said property** is free from all encumbrances, charges, liens, claims, demands, attachments and lispendences;
- c) That the Owner has good marketable title in respect of the **said property** and the Owner has absolute right to enter into an agreement for development of the **said property**.
- d) That there is no other agreement in existence in respect of the **said property**.
- e) That there is no impediment which prevents the Owner from developing the **said property** as envisaged herein;
- f) No person other than the Owner or his representative has any right, title and/or interest, of any nature whatsoever in the **said property** or any part thereof.
- g) The Owner has satisfied the Developer about its title in respect of the **said property** based on the documents furnished and representations made by the Owner. The Owner shall answer all questions which may be raised by any bank and/or financial institution of the Developer and/or transferee.



REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
13 DEC 2021

- h) The Owner shall not do nor permit any one to do any act deed matter or thing which may affect the marketability of the said New Building or buildings or which may cause charges, encroachments, litigations trusts, liens, lispendens, attachments and liabilities.
- i) The **said property** or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owner and the **said property** is not attached and/or liable to be attached under any decree or order of any Court of law or dues of the Income Tax, Revenue or any other public demand.
- j) No suits, and/or any other proceedings and/or litigations are pending in respect of the Owner or the **said property** or any part thereof and that the **said property** is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owner or in respect whereof the Owner or in respect whereof the Owner is liable to indemnify any person concerned and as far as the Owner is aware there are no facts likely to give rise to any such proceedings.
- k) Subject to what has been stated in this Agreement, the Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to Developer under this Agreement including, without



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

13 DEC 2021



limitation, the unfettered exercise by Developer of the sole and exclusive right to develop the **said property**.

- l) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the **said property** and there are no facts, which may give rise to any such dispute.
- m) The Owner doth hereby agree and permit the Developer to obtain loans and finance for construction purpose only by creating charge from any Bank and/or the Financial Institution and/or Non-Banking Financial Corporation by mortgaging the said Property, as Co-Lateral Security without however creating any financial obligation upon the Owner in any manner whatsoever. The Owner shall hand over the Deeds of the said Property to the Developer simultaneously with execution of this Agreement. The Developer shall be liable to pay interest on time and shall repay the loan. The expenses with regard to the aforesaid account shall be borne by the Developer only. After release of mortgage the deeds shall be handed over to the Flat Owner Association or Holding Organization as the case may be by the Developer. The Developer indemnifies and keeps the Owner indemnified against any loss or damage to be suffered by any of them for violation on the part of the Developer to fulfill its financial obligations under any Agreement for Loan/Finance to be entered into by them with any Bank or any Financial Institution or Non-Banking Financial Company for taking loan for construction purpose as aforesaid by taking over and discharging the same.



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

13 DEC 2021

- n) After all the saleable flats/units/spaces are sold and/or retained as stated hereinabove, the Developer herein shall handover the original title deeds in its custody to the association to be formed by the occupants of the flats/units/spaces of the **said property** to be kept in their custody for all times to come.
- o) The Owner does not fall under Schedule Caste, Schedule Tribe or refugee category.
3. It is recorded that the Developer has agreed to develop the **said property** at or for the consideration and on the terms and conditions stated hereunder.
4. It is recorded that the Owner hereby agree to entrust and hand over to the Developer the right of construction of multistoried building in accordance with the PLAN to be sanctioned by the Madhyamgram Municipality in respect of **ALL THAT** piece and parcel of land measuring about **8 (eight) cottah 1 (one) chittack 11 (eleven) sq.ft.** more or less comprised in R.S.& L.R. Dag Nos. 58, 152,153, lying and situate at Mouza-Guchuria, Police Station: Madhyamgram, within the limits of Madhyamgram Municipality, A.D.S.R.- Barasat, within the limits of Madhyamgram Municipality under Ward No.18, Holding no.49, Baikuntha Deb Road 2<sup>nd</sup> Lane, District- North 24-Parganas, as morefully and particularly described in the **FIRST SCHEDULE**, hereunder written.
5. It is agreed by and between the parties that the Developer shall cause preparation of Plan through its own architect for erection of multistoried building with maximum permissible

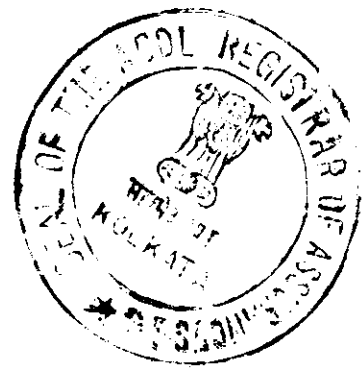




ADDL REGISTRAR  
OF ASSURANCES, KOLKATA  
13 DEC 2021

constructed area on the **said property** and required the Owner shall sign all necessary papers, documents, plans and/or maps whatsoever of nature in respect thereof.

6. It is agreed that all applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the concerned Municipal authorities shall be prepared and submitted by the Developer for and on behalf of the Owner at its own costs and expenses and the Owner shall sign all the papers and documents and do all such acts, deeds or things as may be necessary to implement and to enforce this agreement and to give full affect to the intention of the parties herein as and when required by the Developer for the fulfillment of this agreement.
7. The Owner has agreed to execute and register a Power of Attorney in favour of the authorised person of the Developer, inter alia, for submitting building plans and revised building plans before Madhyamgram Municipality for sanction for the purpose of construction of new multistoried building at Holding Nos.49, Baikuntha Deb Road 2<sup>nd</sup> Lane, within the limits of Ward No.18 of Madhyamgram Municipality as well as for selling of Owner's and Developer's allocation in terms of this agreement.
8. It is agreed that the Owner shall allow and permit the Developer to enter upon the **said property** as morefully set out in the **FIRST SCHEDULE** stated hereunder on getting the said plan sanctioned with full right and authority to commence carry on and complete development thereat in accordance with



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

13 DEC 2021

sanctioned plan provided however the Developer shall be at liberty to deviate or alter the plan sanctioned by the concerned Municipal authorities with their prior approval.

9. It is agreed that the entire costs of construction charges and expenses for preparation and sanction of the Plan of the said multistoried building and entire costs of construction charges and/or any constructions in any way relating thereto including costs of all materials, labour expenses, salaries of supervisory staff, engineers, designers, architects, conversion fees, sanction fees etc. and all other incidental expenses of whatsoever nature, shall be borne and paid by the Developer.
10. It is agreed and recorded that the Developer shall cause preparation and submission of the building Plan for sanction by the Madhyamgram Municipality after completing mutation of the **said property** in the name of the Owner, whichever is later.
11. The Owner shall handover peaceful and vacant possession of the **said property** to the Developer free from all encumbrances within 3 months from the date of this agreement or immediately after mutation of the said property of the Owner whichever is earlier failing which the Owner shall be entitled to give interest to the Developer @ 18% per annum on the entire amount deposited with the Owner under this agreement.
12. The Developer shall complete the construction of the new multistoried building in all respects preferably within a period 36 months from the date of the sanction of the building Plan or handed over the vacant possession of premises whichever is



OFFICE OF THE ADDL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

13 DEC 2021

later and in case the construction of the multi-storied building is delayed due to reasons beyond the control of the Developer the time for completion of construction of the said multi-storied building will be extended by further 6 (six) months or such time as would be mutually agreed by the parties. In the event within the aforesaid period if any portion of the constructed area remain unsold the same shall be divided between the Developer and the Owner in the ratio of 70:30.

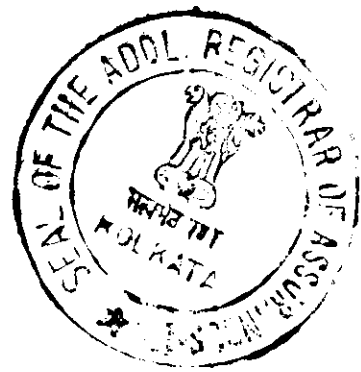
13. The Developer will be entitled to apply for and obtain electric, water, sanitary, gas and telephone, and other connections required for the use and occupation of the multistoried building to be constructed at the **said property** and the Owner doth hereby agree to extend all necessary cooperation to the Developer for obtaining the same.
14. It is agreed by and between the parties that the entire construction work of the multistoried building at the **said property** shall be done with the knowledge and approval of the architects and all materials required to be consumed for construction of the multi-storied building shall be used of first class quality which shall be approved by the said architects and the decision of the Architect shall be final and binding upon the parties.
15. It is agreed by and between the parties that the Owner will be entitled to inspect the progress of the construction of the multi-storied building at the **said property**, provided however, the Owner shall not interfere or cause any obstruction and hindrance in course of construction or otherwise to the Developer.



REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
13 DEC 2021

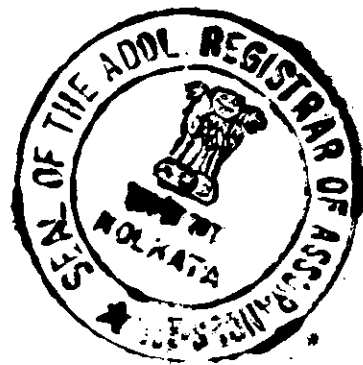
16. It is agreed that the Developer shall have full right and absolute authority to sale its allocated constructed area together with undivided proportionate impartible share in the land of the **said property** appertaining thereto on such terms and conditions as the Developer may deem fit and proper and may also take earnest money against Agreement for Sale in respect thereof after their portions of the new multi-storied building to be constructed are earmarked or allotted to them on such terms and conditions as the Developer may think fit and the Owner will execute and register all such agreements deeds and documents and do all such acts, deeds and things and shall be a party to such documents as may be necessary to implement and to enforce this agreement and to give full effect to the intention of the parties therein and for perfecting the powers and authorities herein expressly granted. It is made clear that the Owner shall have no obligation and liabilities with regard to breach of any agreement by the Developer.
17. It is agreed that the Owner shall also be entitled to transfer by Sale its allocated constructed area together with undivided proportionate impartible share in the land of the **said property** appertaining thereto on such terms and conditions as the Owner may deem fit and proper and may also take earnest money against Agreement for Sale in respect thereof after their portions of the new multi-storied building to be constructed are earmarked or allotted on sanction of the building plan.





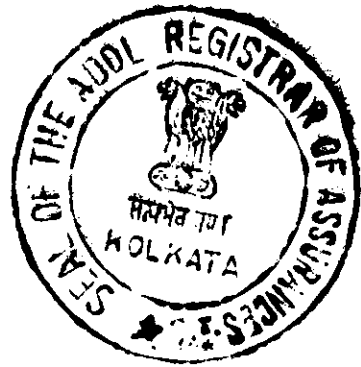
*av*  
ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
13 DEC 2021

18. It is agreed that the Developer shall join as a party in the Agreement for Sale and/or Deed of Sale as the case may be to be executed and registered by the Owner in respect of Owner's allocated areas of the multistoried building to be constructed at the **said property** togetherwith undivided proportionate impartible share in the land of the **said property** appertaining thereto in favour of the Purchasers, if necessary.
19. The Owner also agrees to hand over all the original title deeds and other documents to the Developer simultaneously with the execution of this agreement and the same shall be retained by the developer until completion of the entire building and them be handed over to the Association/Society.
20. The Owner has agreed not to transfer alienate or encumber the premises so long this agreement shall remain in force and effect.
21. The Owner has agreed not to cause any obstruction or interference in the bonafide construction erection and completion of the said multistoried building on the **said property**.
22. The Owner has agreed to deliver possession of the **said property** to the Developer on the date of execution of this agreement or on such other date as may be mutually decided by the parties, provided however, such delivery of possession must be completed within 1 month from the date of execution of these presents.



13 DEC 2021

23. The developer shall pay all rates and taxes and other levies in respect of the **said property** on and from the date of delivery of possession of the old building to them to commence construction of the new building till the date of the letter calling upon the Owner to take possession of their allocation as stated in paragraph-20 hereinabove.
24. It is agreed by and between the parties that the entire construction work of the new building at the **said property** shall be done with the knowledge and approval of the architects and all materials required to be consumed for construction of the new building shall be used of good quality. The particulars of construction are stated in the **THIRD SCHEDULE** hereunder written.
25. On completion of the multistoried building, the Owner and the Developer shall frame rules and regulations regarding the management use and occupation of the constructed areas of the multi-storied building and other common areas, utilities and benefits therein to be observed and performed by all the occupiers of the multi-storied building.
26. It is recorded that the agreement will not be treated as a partnership between the Owner and the Developer and the Developer is only given a right to develop the **said property** on the terms and conditions as stated herein.
27. The Developer shall keep the Owner indemnified against all claims, demands, liabilities and damages that may arise in course of construction of the multi-storied building at the **said property** and the Owner shall keep the Developer indemnified



*[Handwritten Signature]*  
REGISTRAR  
OF ASSURANCES, KOLKATA

13 DEC 2021

against all claims and damages, the developer may suffer due to defect in title of the Owner in respect of the said property by taking over and discharging the same.

28. It is agreed that the Owner and the Developer shall punctually and regularly pay rates and taxes in respect of their respective allocated areas to the concerned authorities and shall keep each other indemnified against all claims, actions demands charges and expenses as the case may be.
29. It is agreed that the Owner and the Developer shall bear proportionate maintenance and service charges in respect of their respective allocated areas of the multi-storied building and such charges will include proportionate share of Municipal Rates and Taxes and all other expenses for maintenance of the building.
30. It is agreed that the Owner and the Developer shall impose the same covenants, stipulations and restriction which shall be incorporated in all Agreement for Sale and/or Deed of Sale of the multi-storied building to be executed and registered as envisaged herein to the intent that any Owner of the flat of the multi-storied building shall be able to observe and perform the same covenants stipulations and restriction.
31. It is agreed and recorded that notwithstanding any subsequent death or incapacity etc., of the Owner, this agreement as well as the Power/s of Attorney to be executed by the Owner shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of the Owner



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
13 DEC 2021

as if they were parties hereto and to the said Power/s of Attorney.

32. Any agreement made and entered into in furtherance to this agreement shall be treated as part of this agreement.
33. It is agreed that the Project Name will be decided by the Developer .
34. It is agreed that Manna & Company , Advocates of 7C, Kiran Shankar Roy Road, Kolkata-700001 shall be advocate for this project.
35. It is agreed that all disputes and differences between the parties arising out of this agreement shall be referred to a sole Arbitrator to be appointed by the parties whose decision shall be final and binding on all the parties.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(said property)**

**ALL THAT** piece and parcel of Bastu land measuring about **8 (eight) cottah 1 (one) chittack 11 (eleven) sq.ft.** more or less comprised in R.S.& L.R. Dag Nos. 58, 152,153, lying and situate at Mouza-Guchuria, Police Station: Madhyamgram, within the limits of Madhyamgram Municipality, A.D.S.R.- Barasat, within the limits of Madhyamgram Municipality under Ward No.18, Holding nos.49, Baikuntha Deb Road 2<sup>nd</sup> Lane, District- North 24-Parganas, as shown in the Map or Plan annexed hereto and bordered with Red Colour thereon and butted and bounded as follows:-





ADDL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
13 DEC 2021

ON THE NORTH	Partly house of Ashis Dam and Narayan Biswas;
ON THE SOUTH	Partly by Municipal Road partly house of Abhijit Dutta and Biplab Gayan;
ON THE EAST	House of Nimai Biswas and Krishna Chattopadhyay and by road;
ON THE WEST	House of Owner Amit Chakraborty;

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

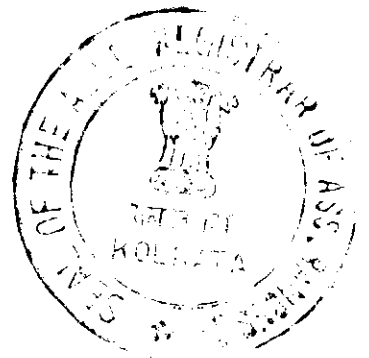
**(Devolution of Title)**

- i) In respect of Dag no.58, mouza- Guchuria, J.L.No.25, Khatian no.2885, P.S. Barasat, District- North 24-Parganas measuring about 4 cottah 6 chhitak 22 sq. ft..

One Sunita Rani Mitra in the year of 1957 by a Deed of Conveyance dated 20th February registered at the office of A.D.S.R. - Barasat, recorded in Book No.- 1, Volume no.- 20, Pages- 12 to 17 being no. 1279 for the year 1957 purchased all that piece of parcel of land measuring about 8 cottah 10 chitak 25 sq. ft. under dag no. 58, Khatian No. 138.

The said Sunita Rani Mitra by a Deed of Conveyance dated 10<sup>th</sup> April 1961 registered at the office of A.D.S.R.- Barasat, Book no.- 1, Volume no.- 40, Pages- 237- 241 being no. 3844 for the year 1961 sold, transferred and conveyed unto in favour of Basudeb Chakraborty all that piece of Parcel of land measuring about 14 Satak under dag no. 58, Khatian no. 78, Mouza- Guchuria.

The said Basudeb Chakraborty by a Deed of Gift dated 3<sup>rd</sup> April 1990 and registered at the office of A.D.S.R.- Barasat, Book no.- 1, being no. 3404 for the year 1990 made gift unto in favour of



*[Handwritten signature]*  
13 DEC 2021

Amit Chakraborty all that piece of Parcel of land measuring about 4 cottah 6 chitak 22 sq. ft. out of his 14 Satak of land under dag no. 58, Khatian no. 78.

After acquire of the said land the said Amit Chakraborty duly mutated his name in the records of B.L & L.R.O. under Khatian No. 2885

Thus the said Amit Chakraborty has become owner of land measuring about 7 satak of land equivalent to 4 cottah 6 chittack 22 sq. ft. under Dag No. 58

The said plot of land is recorded with the Madhyam gram Municipality under holding no. 49;

- ii) In respect of Dag no. 152 & 153, mouza- Guchuria, J.L.No.- 25, R.S. No.- 138, Touzi no.- 146 Khatian no.- 110, P.S.- Barasat, District- North 24 Parganas measuring about 3 cottah 10 chhitak 34 sq. ft..

One Nirod Baran Datta in the year of 1967 by a Deed of Conveyance dated 12<sup>th</sup> May registered at the office of A.D.S.R. - Barasat, recorded in Book No.- 1, Volume no.- 90, Pages- 41 to 44 being no. 7052 for the year 1967 sold, transferred and conveyed unto in favour of Basudeb Chakraborty all that piece of parcel of land measuring about 3 cottah 15 chitak 30 sq. ft. under dag no.152 and 153;

Sri Gobinda Chandra Nandi in the year of 1967 by a Deed of Conveyance dated 12<sup>th</sup> May registered at the office of A.D.S.R. - Barasat, recorded in Book No.- 1, Volume no.- 93, Pages- 12 to 15



✓  
ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
13 DEC 2021

being no. 7054 for the year 1967 sold, transferred and conveyed unto in favour of Basudeb Chakraborty all that piece of parcel of land measuring about 3 cottah 12 chitak 7 sq. ft. under dag no.152 and 153;

The said Basudeb Chakraborty by a Deed of Gift dated 3<sup>rd</sup> August 1990 and registered at the office of A.D.S.R.- Barasat, Book no.- 1, Volume no.- 61, Pages- 41 to 50 being no. 3405 for the year 1990 made gift unto in favour of Amit Chakraborty all that piece of Parcel of land measuring about 3 cottah 10 chitak 34 sq. ft. out of his 5 Cottah 10 Chitak 31 sq. ft. of land under dag no. 152 and 153;

After acquire of the said land the said Amit Chakraborty duly mutated his name in the records of B.L & L.R.O. under Khatian No. 280;

Thus the said Amit Chakraborty has become owner of land measuring about 3 cottah 10 chitak 34 sq. ft..

The said plot of land is recorded with the Madhyam gram Municipality under holding no. 49;

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(specifications)**

Structure	RCC Frame Structure.
Exterior	To be finished with suitable weatherproof paint.
Interior walls	Brick walls with POP finish
Flooring	Vitrified tiles.
Ground floor	Stone and ceramic tiles/paver blocks/ Net cement.



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

13 DEC 2021

Typical floor lobby

Staircase

Spacious staircase with combination of Kota Stone/vitrified tiles.

Kitchen

Semi glazed ceramic tiles on floors. Glazed ceramic tiles up to 2 ft. above dado, top black stone on cooking platform with stainless steel sink.

Toilet

Semi glazed ceramic tiles on floor and Glazed ceramic tiles up to 7 ft. height on wall.

Windows

Anodized Aluminium windows.

Doors

Flush door at main entrance, Flush door in bedrooms, PVC door in bathroom and kitchen, Treated and seasoned hardwood frame.

Hardware

Hardware fittings of reputed make.

Electricals

Concealed insulated copper wiring with ISI marked switches. A.C. points in all bedroom, Geyser point in all bathroom, TV points in living/dining and master bed room.





13 DEC 2021

Plumbing

SWR (PVC) pipe for sewer, PVC pipes for drainage and rainwater, CPVC/PVC pipes for water supply and distribution.

Sanitary Fittings and Fixtures

Ceramic Basins and water closet of reputed (conformed to ISI) brand, C.P. fittings of reputed make.

Lift

lift.

Power backup

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

SIGNED SEALED AND DELIVERED

by the **OWNER** at Kolkata

<sup>AL</sup>  
 ⊗ Amit Chatterjee

**Owner**

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata

MKDD DEVELOPERS LLP

Sankethani

Designated Partner

**Developer****Witnesses:**

1) Asit Kumar Chakrabarti  
 ASIT KUMAR CHAKRABARTI  
 Madhyamgram Bazar, Kul-130

2) Prasanna Kumar  
 P.K.S. Ray Chowk, Kul-1

Drafted by:  
Moumita Bhattacharjee

Advocate, High Court, Calcutta

F/883/14



ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ  
ԱՍԻՏՈՒԹՅԱՆ ԿՐԹԱԿԱՆԱԿՆԵՐԻ  
ՄԻՆԻՍՏԵՐԱՆ  
13 DEC 2021

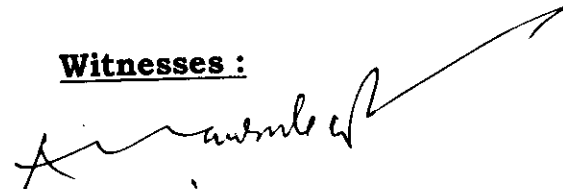
RECEIVED by the OWNER of and from within named DEVELOPER the within mentioned the Rs.15,00,000/- (Rupees Fifteen Lakhs) only being the deposit money as per memo below : **Rs.15,00,000/-**

**MEMO OF CONSIDERATION**

A/c. Payee Cheque No.	Date	Drawn on	In favour of	Amount (Rs.)
022382	13.12.2021	South Indian Bank Ltd. Ballygunge Kolkata	Owner	5,00,000.00
022381	-do-	-do-	-do-	5,00,000.00
022380	-do-	-do-	-do-	5,00,000.00
			<b>Total :</b>	<b>15,00,000.00</b>

(Rupees Fifteen Lakhs) only

**Witnesses :**

①   
(ASIT KUMAR CHAKRABARTI)























②   
AC. Amit Chaurabarty

② 



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
13 DEC 2021

# SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and/or purchaser Presents					
1.	 <i>Amit Chandra</i>					
		LITTLE	RING	MIDDLE	FORE	THUMB
		(LEFT HAND)				
						
		THUMB	FORE	MIDDLE	RING	LITTLE
		(RIGHT HAND)				
2.	 <i>Sanjiv</i>					
		LITTLE	RING	MIDDLE	FORE	THUMB
		(LEFT HAND)				
						
		THUMB	FORE	MIDDLE	RING	LITTLE
		(RIGHT HAND)				
3.						
		LITTLE	RING	MIDDLE	FORE	THUMB
		(LEFT HAND)				
		THUMB	FORE	MIDDLE	RING	LITTLE
		(RIGHT HAND)				
4.						
		LITTLE	RING	MIDDLE	FORE	THUMB
		(LEFT HAND)				
		THUMB	FORE	MIDDLE	RING	LITTLE
		(RIGHT HAND)				



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
13 DEC 2021



[Redacted]



অমিত চক্রবর্তী  
AMIT CHAKRABORTY  
জন্মতারিখ / DOB: 15/12/1970  
পুরুষ / MALE



3977 9311 9817

আধার - সাধারণ মানুষের অধিকার  
Amit Chaurabarty



[Redacted] पहचान प्राधिकरण  
[Redacted] AUTHORITY OF INDIA

ঠিকানা:

Address

বিবেকানন্দ নগর, মধ্যমগ্রাম  
(এম), উত্তর ২৪ পরগনা,  
পশ্চিমবঙ্গ - 700130

VIVEKANANDA NAGAR,  
Madhyamgram(m), North  
Twenty Four Parganas, West  
Bengal - 700130



1947  
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

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

Amit Chaurabarty





स्थायी लेखा संख्या

PERMANENT ACCOUNT NUMBER

AGDPK5582G



नाम / NAME

SANDEEP KOTHARI

पिता का नाम / FATHER'S NAME

MOOLCHAND KOTHARI

जन्म तिथि / DATE OF BIRTH

30-09-1979

हस्ताक्षर / SIGNATURE

*Sankothari*

*[Handwritten Signature]*

अध्यक्ष, आय. ए. डी. (X)

COMMISSIONER OF INCOME-TAX, W.B. - A.

*Sankothari*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी खाता संख्या कार्ड  
Permanent Account Number Card  
ABGFN4555K



18032021

*Sankathani*



संसाधन का प्रमाण है नागरिकता का नहीं

संसाधन का प्रमाण (यूआईडीएन) प्रमाणिकरण उभारने वाला है

is proof of identity, not of citizenship

To establish identity, authenticate online

यह भी सच है

अधिक से अधिक सरकारी और गैर-सरकारी सेवाओं

का लाभ उठाने में सहायता करता है

is valid throughout the country

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

Unique Identification Authority of India

Ministry of Information and Public Relations  
Government of India  
New Delhi

2072 4465 7132



Sarkothari



**ভারত সরকার**  
Unique Identification Authority of India

অনুকরণের আইডি / Enrollment No. : 1058/99901/15426

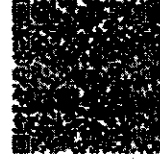
To  
Tapas Kumar Maity  
তাপস কুমার মাইতি  
Mahammadpur  
Mahammadpur, Purba Medinipur  
West Bengal - 721601  
6831818368

31/07/2015



KH806082298FT

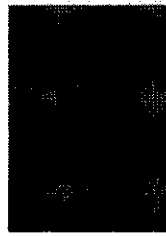
50809229



আপনার আধার সংখ্যা / Your Aadhaar No. :

**9631 4334 4444**

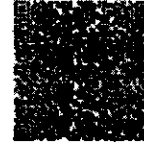
আধার - সাধারণ মানুষের অধিকার



তাপস কুমার মাইতি  
Tapas Kumar Maity  
পিতা : কানাইলাল মাইতি  
Father : KANAI LAL MAITY

জন্মতারিখ / DOB: 27/10/1987  
কুমার / Male

**9631 4334 4444**



আধার - সাধারণ মানুষের অধিকার

## Major Information of the Deed




Deed No :	I-1904-16394/2021	Date of Registration	13/12/2021
Query No / Year	1904-2002587784/2021	Office where deed is registered	
Query Date	11/12/2021 1:14:41 AM	1904-2002587784/2021	
Applicant Name, Address & Other Details	Tapas Kumar Maity Village And Post Office Mohammadpur, Thana : Bhabanipur, District : Purba Midnapore, WEST BENGAL, PIN - 721601, Mobile No. : 9831818356, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 40,00,000/-]		
Set Forth value	Market Value		
	Rs. 72,69,993/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,071/- (Article:48(g))	Rs. 40,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Baikuntha Deb Road, Mouza: Guchuria, , Ward No: 018, Holding No:49 JI No: 25, Pin Code : 700130

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-58 (RS :- )	LR-2885	Bastu	Bastu	8 Katha 1 Chatak 11 Sq Ft		72,69,993/-	Property is on Road
<b>Grand Total :</b>					<b>13.3283Dec</b>	<b>0 /-</b>	<b>72,69,993 /-</b>	

### Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Amit Chakraborty</b> Son of Asit Kumar Chakraborty Executed by: Self, Date of Execution: 13/12/2021 , Admitted by: Self, Date of Admission: 13/12/2021 ,Place : Office			
		13/12/2021	LTI 13/12/2021	13/12/2021

Vivekananda Nagar, Madhyamgram, City:- , P.O:- Madhyamgram Bazar, P.S:-Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700130 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AFxxxxxx8P, Aadhaar No: 39xxxxxxxx9817, Status :Individual, Executed by: Self, Date of Execution: 13/12/2021 , Admitted by: Self, Date of Admission: 13/12/2021 ,Place : Office



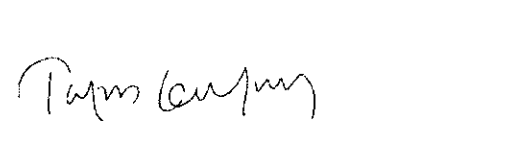
**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>M K B D Developers LLP</b> 15/2/1, Deodor Street, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: ABxxxxxx5K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri Sandeep Kothari (Presentant)</b> Son of Shri Mool Chand Kothari Date of Execution - 13/12/2021, , Admitted by: Self, Date of Admission: 13/12/2021, Place of Admission of Execution: Office			
		Dec 13 2021 12:53PM	LTI 13/12/2021	13/12/2021
5, Allenby Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx2G, Aadhaar No: 20xxxxxxxx7132 Status : Representative, Representative of : M K B D Developers LLP (as Designated Partner)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Tapas Kumar Maity</b> Son of Mr Kanai Lal Maity Village:- Mahammadpur, P.O:- Mahammadpur, P.S:-Bhagwanpur, District:-Purba Midnapore, West Bengal, India, PIN:- 721601			
	13/12/2021	13/12/2021	13/12/2021
Identifier Of Amit Chakraborty, Shri Sandeep Kothari			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Amit Chakraborty	M K B D Developers LLP-13.3283 Dec

## Land Details as per Land Record

District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Baikuntha Deb Road, Mouza: Guahuria, , Ward No: 018, Holding No:49 JI No: 25, Pin Code : 700130

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 58, LR Khatian No:- 2885		Seller is not the recorded Owner as per Applicant.



On 13-12-2021

**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 : 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 12:31 hrs on 13-12-2021, at the Office of the A.R.A. - IV KOLKATA by Shri Sandeep Kothari ,.

**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 72,69,993/-

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

Execution is admitted on 13/12/2021 by Amit Chakraborty, Son of Asit Kumar Chakrabarty, Vivekananda Nagar, Madhyamgram, P.O: Madhyamgram Bazar, Thana: Madhyamgram, , North 24-Parganas, WEST BENGAL, India, PIN - 700130, by caste Hindu, by Profession Others

Indetified by Mr Tapas Kumar Maity, , , Son of Mr Kanai Lal Maity, P.O: Mahammadpur, Thana: Bhagwanpur, , Purba Midnapore, WEST BENGAL, India, PIN - 721601, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 13-12-2021 by Shri Sandeep Kothari, Designated Partner, M K B D Developers LLP, 15/2/1, Deodor Street, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mr Tapas Kumar Maity, , , Son of Mr Kanai Lal Maity, P.O: Mahammadpur, Thana: Bhagwanpur, , Purba Midnapore, WEST BENGAL, India, PIN - 721601, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 40,105/- ( B = Rs 40,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-, by online = Rs 40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2021 3:32PM with Govt. Ref. No: 192021220134293918 on 12-12-2021, Amount Rs: 40,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 8552829473017 on 12-12-2021, Head of Account 0030-03-104-001-16

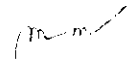
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 10,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 42192, Amount: Rs.50/-, Date of Purchase: 09/12/2021, Vendor name: A Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2021 3:32PM with Govt. Ref. No: 192021220134293918 on 12-12-2021, Amount Rs: 10,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 8552829473017 on 12-12-2021, Head of Account 0030-02-103-003-02

  
**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 769311 to 769354  
being No 190416394 for the year 2021.



Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2021.12.23 14:37:05 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/12/23 02:37:05 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)