

1-3576/2022



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**FIVE HUNDRED** RUPEES

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सत्यमेव जयते

INDIANONJUDICIAL

Rs. 500

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this August , Two Thousand Twenty Two (2022).

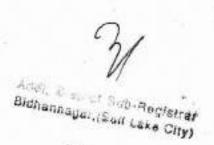
BETWEEN

ক্রেন্ডার মাম ও সার্ব ভালে ভেন্ডার স্বাক্তর বিধাম নাল্ব সাক্সালক শ্রুট্টি ক্রেন্ড বাস ক্রান্ত ও লোট স্থান্ত ক্রেন্ডার ক্রেন্ড বাস ক্রান্ত ও চালান নং মাটি কঠ চাকা খরিদ্ধ

U.C. Gayen (Advocate) High court, colentla.

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Avijit Ghesh 29 AUG 2028 Sto- Subbash Ghash Teghania Po- Jugberia P-S-Ghela, Kel- 700110.



1) SRI PARITOSH MUKHERJEE, son of Late Santosh Kumar Mukherjee, by Religion - Hindu, by occupation - Retired, by Nationality -Indian, Aadhaar No.7251 8182 0200, PAN - AEYPM7649M, residing at BH-25, M.B. Road, Block-1, Flat-A, Post Office - Birati, Police Station -Nimta, Kolkata - 700 051, District -24 Parganas (North), West Bengal, 2) SRI ASHUTOSH MUKHERJEE, son of Late Santosh Kumar Mukherjee, by Religion - Hindu, by occupation - Service, by Nationality - Indian, Aadhaar No.9164 5942 5487, PAN - HODPM1004Q, residing at E.P.-174, Patipukur 3no., Pallysree Colony, S.K. Deb Road, Post Office -Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District -24 Parganas (North), West Bengal, 3) SMT. ANUPAMA MUKHERJEE, daughter of Late Santosh Kumar Mukherjee, by Religion - Hindu, by occupation - Homemaker, by Nationality - Indian, Aadhaar No.7804 2075 5301, PAN - DKPPM5206J, residing at E.P.-174, Patipukur 3no., Pallysree Colony, S.K. Deb Road, Post Office - Sreebhumi, Police Station -Lake Town, Kolkata - 700 048, District -24 Parganas (North), West Bengal, AND 4) SMT. MOUMITA CHATTERJEE, wife of Sri Sujoy Ghosh daughter of Late Parimal Chatterjee (father) and Late Maya Chatterjee (mother), by Religion - Hindu, by occupation - Service, by Nationality -Indian, Aadhaar No.9589 4403 5273, PAN - AOOPC1971L, residing at 21, Krishnanagar Road, Nabapally Barasat-I, Post Office - Nabapally, Barasat, Police Station - Barasat, Kolkata - 700 126, District -24 Parganas (North), West Bengal, hereinafter jointly called and referred to as the "OWNERS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean include their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

#### AND

ABODE RESIDENCY, a partnership firm, having its principal place of business at P-801, Lake Town, Block-A, Post Office & Police Station – Lake Town, Kolkata – 700 089, PAN – ABPFA8803K, represented by its partners namely 1) SRI KINKAR SAHA, son of Late Haridas Saha, by Religion – Hindu, by occupation – Business, by Nationality – Indian, Aadhaar No.6331 2149 8275, PAN – BCNPS6527E, residing at 114, Dakshindari Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700 048, 2) SRI KHOKAN CHATTERJEE, son of Late Nepal

Chatterjee, by Religion - Hindu, by occupation - Business, by Nationality - Indian, Aadhaar No.6960 9469 7279, PAN -ADOPC3514C, residing at 127/1, Green Park, Block-'A', Post Office - Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055, 3) SRI SHYAMAL KUMAR DAS, son of Late Gandhi Das, by Religion - Hindu, by occupation - Business, by Nationality - Indian, Aadhaar No.4667 6191 6625, PAN - AEYPD7230F, residing at 14, Amalangshu Sen Road, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, AND 4) SRI MADHABENDRA NATH, son of Late Madanmohan Nath, by Religion - Hindu, by occupation - Business, by Nationality - Indian, Aadhaar No.7443 7244 8031, PAN -ABIPN1600N, residing at E.P.-171, Pallyshree Colony, (No.3), Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700048, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the SECOND PART.

WHEREAS by a registered Indenture executed on 20th day of May, One thousand nine hundred eighty eight, before the Additional District Registrar Barasat, District -24 Parganas (North), recorded in Book No.I, Volume No.24, pages 272 to 280, Being No.1795, for the year 1988, THE GOVERNOR OF THE STATE OF WEST BENGAL, the Donor therein, conveyed and transferred unto in favour of SMT. SABITRI MUKHERJEE, wife of Sri Santosh Mukherjee, the Donee therein, the property being ALL THAT piece or parcel of homestead land, measuring an area 2 (two) Cottahs 2 (two) Chittacks 38 (thirty eight) Square feet, more or less, lying and situated at Mouza – Dakshindari, J.L. No.25, in E.P. No.174, (S.P. No.230), in C.S./R.S. Plot/Dag No.861(p), within the jurisdiction of the South Dum Dum Municipality, Police Station – Lake Town, District -24 Parganas (North), absolutely and forever, and thereafter the said SMT. SABITRI MUKHERJEE, mutated her name in the office of the South Dum Dum Municipality, in respect of the land, as aforesaid.

AND WHEREAS the said SMT. SABITRI MUKHERJEE, died intestate on 03-06-2008, leaving her surviving her three sons namely SRI PARITOSH MUKHERJEE, SRI ASHUTOSH MUKHERJEE, SRI UDAY SANKAR MUKHERJEE, two daughters namely SMT. ANUPAMA MUKHERJEE AND SMT. MAYA CHATTERJEE, as her only legal heirs, successors and/or legal

representatives to the estate left behind her and, as such after her death the said SRI PARITOSH MUKHERJEE, SRI ASHUTOSH MUKHERJEE, SRI UDAY SANKAR MUKHERJEE, SMT. ANUPAMA MUKHERJEE AND SMT. MAYA CHATTERJEE, together became owners the said property, as aforesaid, by virtue of Inheritance, according to the Hindu Succession Act, 1956, applicable thereto and each of them having the owner of undivided one/fifth part or share therein.

AND WHEREAS the said SMT. MAYA CHATTERJEE, died intestate on 29-01-2021, leaving her surviving her only daughter namely SMT. MOUMITA CHATTERJEE, as her only legal heirs, successors and/or legal representatives to the estate left behind her and, as such after her death the said SMT. MOUMITA CHATTERJEE, became owner of undivided one/fifth part or share of the said property, as aforesaid, by virtue of Inheritance, according to the Hindu Succession Act, 1956, applicable thereto and her husband namely Parimal Chatterjee, predeceased on 23-10-2016.

AND WHEREAS the said SRI UDAY SANKAR MUKHERJEE, died intestate on 30-12-2016, as a bachelor, leaving him surviving his two brothers namely SRI PARITOSH MUKHERJEE, SRI ASHUTOSH MUKHERJEE and one married sister namely SMT. ANUPAMA MUKHERJEE, as his only legal heirs, successors and/or legal representatives to the estate left behind him and, as such after his death the said SRI PARITOSH MUKHERJEE, SRI ASHUTOSH MUKHERJEE AND SMT. ANUPAMA MUKHERJEE, together became owner of undivided one/fifth part or share of the said property, as aforesaid, by virtue of Inheritance, according to the Hindu Succession Act, 1956, applicable thereto.

AND WHEREAS in the manner aforesald, the Owners herein namely SRI PARITOSH MUKHERJEE, SRI ASHUTOSH MUKHERJEE, SMT. ANUPAMA MUKHERJEE, AND SMT. MOUMITA CHATTERJEE, together become absolutely seized and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT piece or parcel of homestead land, measuring an area 2 (two) Cottahs 2 (two) Chittacks 38 (thirty eight) Square feet, more or less, together with structure standing thereon, lying and situated at Municipal Holding No.196, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Mouza – Dakshindari, J.L. No.25, in E.P. No.174, (S.P. No.230), in C.S./R.S. Plot/Dag No.861(p),

in Municipal Ward No.31, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), hereinafter called the said "LAND", morefully and particularly described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the Owners herein declare that the aforesaid property inter-alia containing the said land as aforesaid is free from all encumbrances, charges, liens and attachments, and there is no notice in existence respecting acquisition or requisition thereof by any Government or Semi Government Authorities or statutory or any other authorities.

AND WHEREAS land Owners herein jointly have decided to develop the aforesaid land (morefully and particularly described in the FIRST SCHEDULE hereunder written), the Developer the party of the Second Part herein, having offered proposal for development of the said land inter-alia including construction of a Multi-storeyed building upon the same at its own cost in accordance with the building plan to be sanctioned by the South Dum Dum Municipality, with all its variation, for consideration as contained therein, and the Owners have agreed to, and/or accepted the Developer's proposal.

AND WHEREAS in pursuant to the said proposal of the Developer the party of the Second Part, and the Owners, the party of the First Part herein have agreed to cause to effect construction of a Multi-storeyed building upon the aforesaid plot of land for consideration as described hereinafter in details and the Developer the Party of the Second Part hereto has agreed to develop the said plot of land constructing a Multi-storeyed building thereon as per terms and conditions hereinafter appearing.

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

### ARTICLE - I : DEFINITIONS

Unless it is repugnant or inconsistent with the context of these presents:

 OWNERS shall mean 1) SRI PARITOSH MUKHERJEE, son of Late Santosh Kumar Mukherjee, by Religion - Hindu, by occupation - Retired, by Nationality - Indian, Aadhaar No.7251 8182 0200, PAN - AEYPM7649M, residing at BH-25, M.B. Road, Block-1, Flat-

A, Post Office - Birati, Police Station - Nimta, Kolkata - 700 051, District -24 Parganas (North), West Bengal, 2) SRI ASHUTOSH MUKHERJEE, son of Late Santosh Kumar Mukherjee, by Religion -Hindu, by occupation - Service, by Nationality - Indian, Aadhaar No.9164 5942 5487, PAN - HODPM1004Q, residing at E.P.-174, Patipukur 3no., Pollysree Colony, S.K. Deb Road, Post Office -Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District -24 Parganas (North), West Bengal, 3) SMT. ANUPAMA MUKHERJEE, daughter of Late Santosh Kumar Mukherjee, by Religion - Hindu, by occupation - Homemaker, by Nationality -Indian, Aadhaar No.7804 2075 5301, PAN - DKPPM5206J, residing at E.P.-174, Patipukur 3no., Pallysree Colony, S.K. Deb Road, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District -24 Parganas (North), West Bengal, AND 4) SMT. MOUMITA CHATTERJEE, wife of Sri Sujoy Ghosh daughter of Late Parimal Chatterjee (father) and Late Maya Chatterjee (mother), by Religion - Hindu, by occupation - Service, by Nationality - Indian, Aadhaar No.9589 4403 5273, PAN -AOOPC1971L, residing at 21, Krishnanagar Road, Nabapally Barasat-I, Post Office - Nabapally, Barasat, Police Station -Barasat, Kolkata - 700 126, District -24 Parganas (North), West Bengal.

DEVELOPER shall mean ABODE RESIDENCY, a partnership firm, having its principal place of business at P-801, Lake Town, Block-A, Post Office & Police Station – Lake Town, Kolkata – 700 089, PAN – ABPFA8803K, represented by its partners namely 1) SRI KINKAR SAHA, son of Late Haridas Saha, by Religion – Hindu, by occupation – Business, by Nationality – Indian, Aadhaar No.6331 2149 8275, PAN – BCNPS6527E, residing at 114, Dakshindari Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700 048, 2) SRI KHOKAN CHATTERJEE, son of Late Nepal Chatterjee, by Religion – Hindu, by occupation – Business, by Nationality – Indian, Aadhaar No.6960 9469 7279, PAN –ADOPC3514C, residing at 127/1, Green Park, Block-'A', Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700

055, 3) SRI SHYAMAL KUMAR DAS, son of Late Gandhi Das, by Religion – Hindu, by occupation – Business, by Nationality – Indian, Aadhaar No.4667 6191 6625, PAN – AEYPD7230F, residing at 14, Amalangshu Sen Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700 048, AND 4) SRI MADHABENDRA NATH, son of Late Madanmohan Nath, by Religion – Hindu, by occupation – Business, by Nationality – Indian, Aadhaar No.7443 7244 8031, PAN – ABIPN1600N, residing at E.P.-171, Pallyshree Colony, (No.3), Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700048.

- SAID LAND shall mean the land, morefully and particularly described in the FIRST SCHEDULE hereunder written.
- ARCHITECTS shall mean the Architect to be appointed by the Developer or such other Architect during the material time of construction of the proposed building or process or progress thereof being appointed by the Developer.
- BUILDING/PREMISES shall mean and include the Multi-storeyed building to be constructed upon the said land, in accordance with the building plan required to be duly sanctioned by the South Dum Dum Municipality including all its variation.
- COMMON AREAS shall mean those of the common areas and facilities mentioned and specified in SECOND SCHEDULE hereunder written, and declared and expressed by the Owners for common use and enjoyment of co-owners within the building.
- 7. COMMON EXPENSES shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building, and shall further include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the THIRD SCHEDULE hereunder written.
- UNDIVIDED SHARE shall mean undivided variable and impartable proportionate share in the land attributable and allocable to any

unit/units within the building as aforesaid to be determined in relation to the area of the respective unit/ units.

- 9. BUILT-UP AREA shall mean and include in relation to the said flat or any other unit, according to the context, the built-up/plinth area of the concerned unit, including the thickness of the external and internal walls thereof and columns therein, (in case any wall or column be common between two units one half of the area covering such wall or column shall be included in the area of each such Unit as part or portion thereof) together with proportionate share respecting such unit in staircase, lift and landing.
- BUILDING PLAN shall mean the plan inter-alia touching the construction of the building and contents thereof in the shape of flats, shop, car parking spaces and other spaces including variations therein as permissible and modification/s thereof, if any, as well, requiring to be sanctioned by the South Dum Dum Municipality in the name of the Owners, at the cost of the Developer and other statutory variation including such modification/s or variations therein as may be required to be made or directed by the South Dum Dum Municipality and agreed by the Owners.
- 11. TRANSFER with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer inter-alia of flats/units in the Multi-storeyed building to be constructed under the project and inter-alia relate to transfer of the Developer's part or share of constructed areas within allocation meant for the Developer or its nominee or nominees, if any, in the building to be constructed or portions or portions thereof to the intending purchaser/s thereof.
- TRANSFEREES shall mean the purchaser/s to whom any flat, car
  parking space and/or other space or spaces in the said building will
  be transferred.
- UNIT shall mean Flats, Shop, Car Parking Spaces and other spaces within the building, on or at the said premises, each of them being part thereof, in fact.

#### ARTICLE - II

- OWNERS' SHARE OR ALLOCATION shall mean that the Owners together shall get flats and Shop in the said proposed Multistoreyed building, in forms as under:—
  - One self contained residential Flat, on the Second floor (North side), measuring built-up area 500 (five hundred)
     Square feet, more or less.
  - One self contained residential Flat, on the Second floor (North side), measuring built-up area 500 (five hundred)
     Square feet, more or less.
  - One self contained residential Flat, on the Fourth floor (North side), measuring built-up area 500 (five hundred)
     Square feet, more or less, and
  - One Shop Room, on the Ground floor, measuring built-up area 150 (one hundred fifty) Square feet, more or less.

The aforesald flats and shop, as contained in the proposed building, lying and situate at Municipal Holding No.196, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.31, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), including undivided proportionate share of the said land where on the said building shall be constructed as well as of all common spaces/land of said holding with right to use common portions thereof, and/or facilities within the said building. It is hereby clarified that after completion of construction in the event if the area of the flats and shop is found varied then the same shall be adjusted by the parties either by area or financially.

DEVELOPER'S SHARE OR ALLOCATION shall mean remaining constructed area of the proposed Multi-storeyed building, In form of different flats/units, as contained in the building, lying and situate at Municipal Holding No.196, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Mouza – Dakshindari, J.L. No.25, in E.P. No.174, (S.P. No.230), in C.S./R.S. Plot/Dag No.861(p), in Municipal Ward No.31, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), togetherwith

undivided proportionate share of the said land where on the said building shall be constructed as well as of all common spaces/land of said holding with right to use common portion thereof, and/or facilities within the said building, excluding the Owners' share and allocation therein as mentioned above, (hereinafter referred to as the "Developer's Allocation").

Subject to Owners having their allocation or share or part within the building togetherwith their proportionate share respecting the same the Owners do hereby grant exclusive right to Developer to construct at its cost as agreed a Multi-storeyed building on the said plot of land, morefully and particularly described in the FIRST SCHEDULE hereunder written, and also authorize the Developer herein to sell its portion within its allocation to the intending purchaser or purchasers to be selected by the Developer herein only being reckoned as its nominee or nominees as well.

#### ARTICLE - III : BUILDING

- The Developer, as agreed shall at its own cost and expenses construct at the said premises a Multi-storeyed building according to the specification mentioned in the FOURTH SCHEDULE hereunder written in accordance with the plan so to be sanctioned by the South Dum Dum Municipality, with all its variation, in compliance with all Municipal Rules, Regulations and provisions. The building to be constructed shall be made of good standard quality building materials and workmanship, without using substandard materials, and all such specifications, materials fixtures and fittings as shall be required therefore shall be approved of and/or certified by qualified Architect or Architects.
- Subject to approval of the Developer, and the qualified Architect as shall be engaged by the Developer for construction of the building under the project such building materials being approved by the Developer the approval thereof by the Developer's architect shall be final and binding upon the parties. Any of such materials, however, shall not be of low or inferior quality the user whereof may cause defect or damage to the building under the project so that the proposed building does not suffer from any defect or damage for user or application of substandard building materials.

- 3. The Developer shall install and erect in the said Multi-storeyed building at its own cost and expenses soil-test pumps for safety, water storage tanks and overhead reservoirs togetherwith other arrangements as shall be required to be provided in the building containing flats, car parking space and other spaces to be constructed in connection with the same being permitted by Municipality concerned.
- The Developer shall at its own cost and expenses and without creating any financial or other liability upon the Owners shall construct and complete the Multi-storeyed building upon the aforesaid land.

### ARTICLE - IV : DEVELOPER'S OBLIGATIONS

- The Developer hereby agreed and covenant with the Owners not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owners. No consent shall require from the Owners on the part of the Developer to transfer and assign the benefit of the Developer's allocation to the intending purchaser or purchasers thereof.
- The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners may be prevented from enjoying or selling/assigning, and/or disposing of any of the portions within the Owners' allocation in the building.
- 3. The Developer hereby declare that the construction of the proposed building shall be completed, and the Owners' allocation therein as agreed shall be handover to the Owners within 24 (twenty four) months from the date of sanction of building plan, or actual delivery of vacant peaceful physical possession will be handed over to the Developer herein for the purpose of construction as agreed, whichever is later, in-lieu of their land, subject to extension thereof for further six months by way of grace, if so required.
- 4. It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen or other, victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction of the Multi-storeyed building under the development project the Developer shall have all the responsibility, and liability therefore,

- and shall keep the Owners, their estate and effects safe and harmless agreeing to indemnify all claims, damages, rights and actions in respect of such eventualities.
- The Developer undertakes to bear all cost and expenses for the construction of the Multi-storeyed building proposed to be constructed at the said premises.
- The Owners shall not be responsible for any Income tax and other taxes in respect of the Developer's allocation in the proposed building.
- 7. The Developer undertakes to deliver the portion under allocation of the Owners before disposal of any other portions, the Owners having the right of the first instance in such respect, provided, however, that upon completion of the building and upon notice as shall be issued by the Developer requiring the Owners to take delivery of possession of their allocations if for any reason the Owners fall to do so within thirty days from the date of issuance of such notice the same shall not stand as a bar to the Developer's making delivery of the portion within its allocation or any part thereof unto others according to its will or to disposal of any portion out of its allocation to any intending purchaser or purchasers thereof.

### ARTICLE - V : OWNERS' OBLIGATIONS

- The Owners undertake to deliver the possession of the said land, (morefully and particularly described in the FIRST SCHEDULE hereunder written) to the Developer within one month from the date of execution hereof.
- 2. The Owners have agreed to sign all papers and documents for the building plan so to be prepared by the Architect appointed by the Developer for submission to the South Dum Dum Municipality for necessary sanction thereof. The Owners shall also authorize the Developer to do and perform all works and to sign all papers and documents including the building plan as would be necessary for sanction of the building plan by executing necessary power of Attorney or any indenture relating to the same in favour of the Developer.

- Subject to preceding clauses, the Owners hereby grant exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land, in accordance with the building plan, to be sanctioned for construction of the building under the project.
- 4. The Developer at its own cost shall submit the building plan before the South Dum Dum Municipality, appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the building on the premises, and pursue the same from time to time. The Developer shall comply with all the formalities require for all changes to be made in the building plan being required by the South Dum Dum Municipality, and/or other statutory authority, being Governmental or other authorities as aforesaid, and shall comply with requirements for any sanction, permission, clearance, or approval as aforesaid, subject to full cooperation of the Owners thereof.
- 5. The Developer shall be entitled to erect and/or construct the proposed building with rights to transfer or otherwise deal with or dispose of its allocation or portions thereof, and the Owners shall not in any way Interfere with or disturb, quiet and peaceful possession of the Developer's allocation mentioned as aforesaid.
- 6. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land subject to condition that the Developer shall comply with building rules and use good quality building materials.
- 7. The Owners hereby agree and covenant with the Developer that they will not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocation and/or selecting the person in whose favour the Developer shall sell/transfer the Developer's allocation.
- The Owners hereby agree and covenant with the Developer not to sell, let out, grant, lease, mortgage, encumber and/or charge the said plot of land or any portion thereof as per terms of this agreement.

- 9. That the Owners undertake that during the continuance of this agreement they shall not enter into any Development or Sale agreement with the third party in respect of the said land or any part thereof but the land Owners shall have every right to enter into agreements including sell agreement in respect of the Owners' allocation mentioned above of the said proposed Multi-storeyed building.
- 10. The Owners further shall not be entitled to claim any area and/or amount of sale proceed of the Developer's allocated portion mentioned above, nor shall be entitled to claim any share in the amount of sale proceeds from the intending purchaser or purchasers of Developer's allocated portion thereof, as may be received by the Developer herein.
- 11. The Developer shall be entitled to fix the sign board on the said property, for advertisement and insertions in news papers and other advertising media for making the project known to the public and both the parties herein jointly choose a name for the Multistoreyed building to be constructed under the project it being so agreed by the parties hereto.
- 12. It is agreed that the Developer shall be entitled to enter into any agreement for sale in respect of Developer's allocation to different prospective buyers thereof, and to sell out portions there under in the shape of flats, car parking spaces and other spaces to the prospective buyers against such monetary consideration which shall be determined solely by Developer, and in such matter and in the matter of receipt of booking and/or earnest money and also balance consideration money from the intending buyers of any portion within the Developer's allocation or of different portions within the allocation of the Developer the Owners shall not interfere in any manner whatsoever.
- 13. Simultaneously with the execution hereof the Owners herein handover all original documents relating to the land morefully and particularly described in the First Schedule hereunder written, to the Developer herein and the Developer herein will return the said documents to the Owners or Association within the building after satisfaction of the Development Agreement as envisaged.

- 14. The Owners shall execute a Registered Development Power of Attorney authorizing the Developer herein to develop the said land and to appoint Architect, Labour and to obtain electricity, water, 'sewerage, drain from the South Dum Dum Municipality and CESC and to sign any agreement for sale, deed of conveyance or conveyances and/or deeds for transfer to the Developer's allocation within the building or any part thereof to the intending purchaser or purchasers, who shall be nominated by the Developer herein.
- 15. If the Owners herein die during the continuance of the agreement all their heirs and/or legal representatives shall be bound to abide by the terms hereof and if required by the Developer, shall sign necessary papers and/or documents in execution thereof either for inclusion thereof in this agreement or for continuity and/or modification hereof as per requirements of the Developer without any right to back out from such obligations in any manner whatsoever.
- 16. The Owners undertake that their constituted attorney shall execute agreement or agreements for sale, and cause to registrar proper Deed or Deeds or conveyance or conveyances for sale of the Developer's allocation or any part thereof in favour of the intending purchaser or purchasers nominated by the Developer for such transfer or sale thereof the same being within the Developer's allocation and the Developer shall also join as a necessary party to the said Deed or Deeds.
- 17. It is agreed that upon completion of the proposed Multi-storied building, and also upon hand over the possession of the Owners' allocations by the Developer all proportionate levies and taxes which will be finally assessed by the Municipality, relating to the Owners' allocated portion in the proposed Multi-storied building shall be paid by the Owners.
- 18. The land Owners shall not be entitled to claim any other portion or portions of the constructed area of the proposed Multi-storied building and any excess areas except the Owners' allocated portion in the said proposed building from the Developer.
- The Owners undertake not to do any acts, deeds, matter and things, against the Developer which will obstruct the Developer

from carrying out the job of construction. If Owners do the same against the Developer and for that reasons the construction work is delayed and/or stopped, in that event Developer shall be entitled to claim the cost of construction carried out by the Developer upto the date of stop work and also will be entitled to additional compensation which assessed by or registered valuer to be appointed by the Developer.

20. After the expiry of thirty days subsequent to the receipt of possession notice, the Owners shall pay to the Flat/Unit Owners' Association proportionate service charges, maintenance, expenses or any other proportionate shares towards the repair, maintenance of common space, fixtures, electricity consumption, sewerage, plumbing etc.

### ARTICLE - VI : OWNERS' RIGHT

The Owners shall be entitled to transfer and otherwise deal with the Owners' allocations of the building to any person/persons and intending purchaser or purchasers in any manner with the assistance of the Developer if necessary.

### ARTICLE - VII : DEVELOPER'S RIGHT

- The Developer will hold and possess the said land as exclusive licensee, and shall have authority to construct the building on the said plot of land, at its own cost and expenses, as per building plan, sanctioned by the South Dum Dum Municipality, with its all variation.
- 2. If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at its own cost and expenses on behalf of the Owners and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited for such amendment and/or modifications of the building plan, if necessary," provided however, that such amendments or modifications would not prejudice the Owners in any manner whatsoever.
- The Developer shall be entitled to enter into agreement with intending purchaser or purchasers for selling Developer's allocation

within the building to be constructed under the project or portion thereof containing flats/units etc., settling terms therefore with the prospective buyers therefore and the Owners may join and/or sign and execute such Agreements for sale of such flats/units as a necessary party without making any objection to enable the Developer to sell its allotted portion togetherwith undivided proportionate share in the land below the same to the said intending buyers subject to requirements by the Developer.

- 4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units, car parking spaces and other spaces, from the prospective buyers in respect of Developer's allotted portion, and/or share in the said proposed building with Flats, car parking spaces and other spaces as referred to as saleable areas, and can issue receipt in its name acknowledging such receipts in terms of this agreement without making the Owners liable or accountable for the same at any point of time.
- Nothing in these presents shall be constructed as demise or assignment or conveyance in law by the Owners on the said plot or any part thereof to the Developer, or is creating any right, title or interest in respect thereof to the Developer other than an exclusive licensee to the Developer to commercially exploit the said plot and to deal with the Developer's allocation area in the building in the manner herein stated.
- 6. That the land Owners are not liable or responsible for any dispute between the Developer and intending purchaser and/or purchasers of Developer's allocation and if the said land be effected due to said dispute in that case the Developer shall be liable to compensate for the same.
- 7. The Developer shall have right to amalgamate the adjoining land with the aforesaid land and the Owners have agreed to sign and execute all papers, deeds and documents and represent them before the registrar or any registration office for the purpose of registration of Deed for Amalgamation and shall not raise any

objection for the same, and shall not be entitled to claim any benefit for such amalgamation.

### ARTICLE - VIII : OWNER'S CONSIDERATION

Save and except the Owners' allocation as mentioned herein above in the said proposed building, the Developer shall pay to the Owners herein, a sum of Rs.30,00,000/- (Rupees thirty lakh) only, being non-refundable and/or non-adjustable consideration money, in the manner as under:

- a) Rs.10,00,000/- (Rupees ten lakh) only on simultaneous with the execution hereof, and the Owners herein acknowledge the same as per memo hereunder written.
- Rs.10,00,000/- (Rupees ten lakh) only shall be paid after first roof casting.
- And balance sum of Rs.10,00,000/- (Rupees ten lakh) only shall be paid after third roof casting.

### ARTICLE - IX : MISCELLANEOUS

- 1. It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer wherefor the Developer may need the authority, of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such, acts, deeds, matters and things, and if necessary, shall execute necessary papers/instruments as may be required by the Developer for the purpose if the same do not in any way infringe and/or affect the rights and interest of the Owners in respect of the said plot and/or Owners' allocation and/or do not go against the spirit of this Agreement.
- 2. Any Notice required to be given by the Developer shall be deemed to have been served upon the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledged due and shall likewise be deemed to have been served on the Developer, if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due to the Developer.

- 3. The Developer shall have exclusive right for the management and/or administration of the said building and/or common parts and facilities thereof and for due observance thereof by the intending purchaser or purchasers of different flats/units in the building to be constructed under the project including all its out goings like common maintenance, Municipal taxes, salaries payable to Darwan and sweepers, common electricity bills as against illumination common passage, running of pump, operating of and repairs of sanitary installation, plumbing, pump, etc., and white wash, and other items required for due maintenance of the building and/or common services until obtainment of Occupancy Certificate.
- 4. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction meaning and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be governed by Civil Law of land under the provisions of Specific Relief Act.
- 5. The Developer shall bear one shifting charge for the owner herein, and the Developer herein shall pay the rent therefore throughout till handing over of Owner's allocation in the building to the Owner herein by the developer as agreed paying amount of such rents month wise as per English calendar.
- 6. Upon obtaining delivery of possession of the said plot of land togetherwith the existing structure standing thereon the Developer shall be entitled to demolish the existing structure and all the building materials as shall be available from the said building, and the sale proceeds thereof shall be exclusive property of the Developer. The Owners shall not have any claim and/or right to and/or say in the matter of demolition of the said building, and the materials available there from, and the sale proceeds thereof.
- 7. The allotments of the flat to be provided to the Owners' allocation as aforesaid shall be fixed and/or determined by the Owners only on mutual settlement as such the Developer shall not be responsible therefore in any manner whatsoever, and the possession of the Owners being agreed to be fixed for good, by and between Owners entering into agreement and/or arrangements, by

and between them for the purpose of determinations of flats and possession of the Owners in no way shall case stoppage or postponement sale or transfer of Developer's allocation any notice whereof.

#### ARTICLE - X: INDEMNIFICATION BY THE OWNERS

- The Owners hereby undertake for indemnifying the Developer in case of any unreasonable hindrance on its part as may stand as a bar to the Developer's being entitled to the allocation in the building under the project the project being unreasonably obstructed by the acts and conducts of the Owners as against the provisions hereof declaring that the Developer shall be entitled to the construction under the project and enjoy its allocation without any interference or disturbance subject to its performing, observing and/or fulfilling all the terms herein contained and/or the obligations hereunder to be performed by the Developer.
- 2. The Owners further undertake to indemnify the Developer in case the Developer suffer any loss for in defect in their title to the property or for charges or encumbrances thereon in any manner whatsoever, declaring that neither they nor their predecessors, predecessors-in-interest ever executed any Instrument in respect of the Developer's allocation under this agreement, and if there be such instrument shall have no force and shall not entitle the Owners at all and/or their legal representatives to take advantage thereof in any manner whatsoever.

#### ARTICLE - XI: INDEMNIFICATION BY THE DEVELOPER

- The Developer hereby undertakes not to make the Owners liable for and to compensate them and/or against all third parties's claims and actions resulting from any act or conduct or omission or commission of offence touching construction of the said building.
- 2. The Developer hereby undertakes to indemnify and keep the Owners indemnified from and against all actions, suits, costs, proceeding and claims and demands that may arise touching the allocation of the Owners or that of the Developer in connection with development work involved in the project inter-alia inclusive of construction of the building thereunder and/or any defect therein

as may result in such consequences causing the Owners to suffer therefrom in any manner whatsoever.

### ARTICLE - XII FORCE MAJEURE

- The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of its performance of relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their obligations during the duration of the force majeure.
- Force majeure shall mean earthquake, riot, storm, tempest, civil commotion Govt. Guidelines in respect of any pandemic or any other matter etc. which is beyond the control of any of the parties.

### FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of homestead land, measuring an area 2 (two) Cottahs 2 (two) Chittacks 38 (thirty eight) Square feet, more or less, together with Tiles shed Structure standing thereon, measuring an area 250 (two hundred fifty) Square feet, more or less, lying and situated at Municipal Holding No.196, S.K. Deb Road (Road Zone- Jyoti Mill to TB Hospital), Police Station – Lake Town, Kolkata – 700 048, in Mouza – Dakshindari, J.L. No.25, in E.P. No.174, (S.P. No.230), in C.S./R.S. Plot/Dag No.861(p), in Municipal Ward No.31, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), butted and bounded as follows:

ON THE NORTH

: By 25'-0" wide S.K. Deb Road;

ON THE SOUTH

: By 25'-0" wide S.K. Deb Road;

ON THE EAST

: By E.P. No.175;

ON THE WEST

: By 12'-0" wide Colony Road;

### SECOND SCHEDULE ABOVE REFERRED TO:

THE OWNERS AND THE PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

- Stair cases on all the floors and lift facilities.
- Stair cases landing on all floors.
- Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.

- Water pumps, water Tank, water pipes and overhead tank on the ultimate roof, and other common plumbing installation and also pump.
- Installation of common services Viz. electricity, water pipes, sewerage, rain water pipes.
- Lighting in common space, passage, staircase including electric meter fittings.
- Common Electric meter and box.
- Electric wiring, meter for lighting stair cases, lobbles and other common areas (excluding those as are installed for any particular flat) and space required thereof, common walls in between the unit, and any other unit beside the same on any side thereof.
- Windows, Doors, Grills and other fittings of the common areas of the premises.
- Such other common parts, areas equipment, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
- Electrical wirings, meters (excluding those installed for any particular UNIT).
- Lift and its accessories.
- GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said 'UNIT'
  - All private ways, curves, side-walls and areas of the said premises.
  - Exterior conduits, utility lines, underground storage tanks.
  - c. Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
  - Exterior lighting and other facilities necessary to the upkeep and safety of the said building.

- All elevations including shafts, shaft walls, machine rooms and facilities.
- f. All other facilities or elements or any improvement outside the flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- g. The foundation, corridor, lobbies, stairways Entrance and exists, Path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'UNIT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said building.
- Utility lines, telephone and electrical systems contained within the said building.
- i. The ultimate roof or terrace including structure in the said building will jointly be undivided property among the Owners and the owners and the intending Purchaser or purchasers of different units, subject to limitation, if any, to their such rights of the said building, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the Owners, intending purchaser or purchaser without causing inconvenience to one another.

### THIRD SCHEDULE ABOVE REFERRED TO:

# THE OWNERS AND THE PURCHASER OR PURCHASERS WITHIN THE BUILDING SHALL HAVE TO BEAR PROPORTIONATELY:

The expenses of administration, maintaining, repair, replacement of
the common parts, equipments, accessories, common areas, and
facilities including white washing, painting and decorating the
exterior portion of the said building, the boundary walls, entrance,
the stair cases, the landing, the gutters, rainwater pipes, motors,
pumps, water, gas pipe, electric wiring, installations, sewerages,
drains and all other common parts, fixtures, fittings and
equipments, in, under or upon the building enjoyed or used in

- common by the owner, Developer and intending purchaser or other occupiers thereof.
- The cost of clearing, maintaining and lighting the main entrance, passage, landings, stair case and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
- The cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
- The cost of decorating the exterior of the building.
- The cost of repairing and maintenance of water pump, electrical installations, over lights and services charges, and suppliers of common utilities.
- Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lighting, civil commotion, etc.
- Municipal taxes, Multi-storeyed building tax, if any, and other similar taxes save those separately assessed on the respective UNIT.
- Litigation expenses as may be necessary for protecting the right, title and possession of the land and building.
- 9. Such other expenses as are necessary or incidental expenses for maintenance and up-keep of the building and Govt. duties, as may be determined by the flat and/or Unit Owners' Association, as shall be formed by the Unit-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of West Bengal Apartment Ownership Act and bye Laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.
- 10. The share of the Owners, and intending purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of any unit, as against the total amount as may be incurred in any of the heads of such expenses

with the proportion of the areas within the same as against the total areas within the proposed building to be covered thereunder.

### FOURTH SCHEDULE ABOVE REFERRED TO:

#### SPCIFICATIONS

- Structure R.C.C. framed structured with R.C.C. columns and beams.
- 2. Floor Entire floor made of Marble finished.
- Inside Walls Finished with wall putty.
- Outside Walls Outside wall (8"/5") brick work with required cement sand mortar.
- Doors & Windows All door frames will be wooden and all door shutter will be standard quality 32mm thick flush type commercial doors, with necessary fittings. Toilets will be P.V.C. door. All windows will be Aluminum with glass fitting with M.S. Grill.
- Electrical Wiring Concealed with copper wire with necessary electrical points.
- Toilet One Indian type pan or Western type commode, wall will be provided Glazed tiles upto door height from floor level, one loft will be provided for one flat.
- Kitchen
   – Black stone cooking platform on the kitchen and glazed tiles
   upto window height from the kitchen platform and one steel sink.
- Stair case Lighting arrangement and wall will be finish by wall putty.
- 10. Plumbing Concealed GI/PVC pipe lines in Toilets and Kitchen, CP pillar cocks and bib cocks, brass stop cocks, outside water lines exposed PVC pipe. CI soil lines, PVC rain water lines, white porcelain one white Anglo Indian pan/commode with PVC cistern, one wash basin in each flat PVC cistern.

IN WITNESS WHEREOF both the parties hereto Owners and Developer have executed this Agreement for the aforesaid plot of land under their respective signatures on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY THE OWNERS AND THE DEVELOPER AT KOLKATA IN THE PRESENCE OF:

1. Vary Enrow Carpy

ASMULOSAN MUKHERJEE

Anu Pama Mukherjee

Mounita Chatlerijel ..... OWNERS/FIRST PART

2. Swzey gham Rabindra Cally. Bonest KN-126

Winter Saho

1) SRI KINKAR SAHA

Khil- Chlierin 2) SRI KHOKAN CHATTERJEE

Shyamal Kum Day

3) SRI SHYAMAL KUMAR DAS

Medhobores on Wath.

Drafted by :

Cary Cernin Carper Uday Chandra Gayen

Advocate High Court, Calcutta.

Reg. No.WB/1430/2002

4) SRI MADHABENDRA NATH

ALL PARTNERS OF ABODE RESIDENCY

..... DEVELOPER/FIRST PART

RECEIVED on and from the Developer herein a sum of Rs.10,00,000/-(Rupees ten lakh) only being the non-refundable and/or non-adjustable consideration money, as per memo as under.

### MEMO

Cheque No./Cash	Dated	Drawn or	1	Amount Rs.
2532 II	20/18/22	Indoes ind	Bank	5,00,000
253212	29/08/22	Do		5,00,000
				/ /
TOTAL RUPEE	ES TEN LAKH OF	NLY.	Total Rs.	10,00,000/-

24.03	-	per proper per	April 1979
· www.	I IN		ES:-

1. vary Enn Greger

1) SRI PARITOSH MUKHERJEE

2. Surjay gliam.

Anu Pama Mukherjee

3) SMT. ANUPAMA MUKHERJEE

Mouviita Chatlerjee

..... OWNERS/FIRST PART



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

GRN Details

GRN:

192022230108758341

GRN Date:

28/08/2022 19:06:44

BRN:

CKU5898974

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

State Bank of India

BRN Date:

28/08/2022 19:08:30

2-3576/2022

16542

Payment Ref. No:

2002583669/3/2022

[Query No/\*/Query Year]

Depositor Details

Depositor's Name:

BISWAS CONSULTANCY

Address:

101C SOUTH SINTHEE ROAD

Tobile:

9239880397

epositor Status: uery No:

Others

2002583669

pplicant's Name:

Mr Uday Chandra Gayen

lentification No:

Vment Details

2002583669/3/2022

emarks:

Sale, Development Agreement or Construction agreement

No. Patrione IIV			
raymon to	Head of A/C Description	Head of A/C	Amount (₹)
2002583669/3/2022 2002583669/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	6521
	Property Registration-Registration Fees	0030-03-104-001-16	10021

WORDS:

Total SIXTEEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

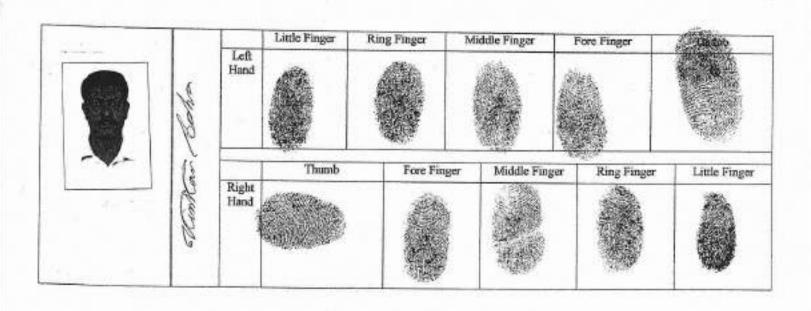


## Signature of the executants/Presenttants

### Under Rule 44A of the I.R. Act 1908

### SPECIMEN FOR TEN FINGERS PRINT

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	Khorjee	Left Hand	4			e		
			Little Finger	Ring Finger	Middle Finger	Fore	Finger	Thumb

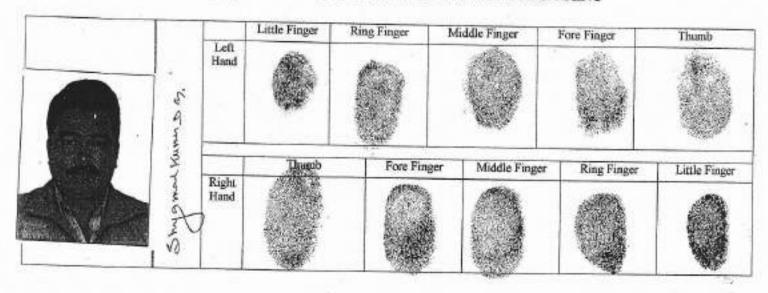


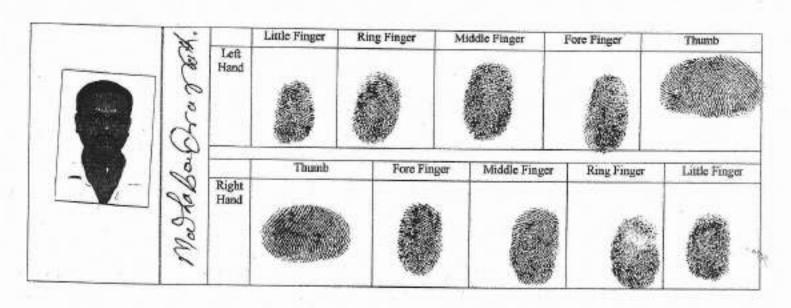
	4-251	Little Finger	Ring Finger	Mid	dle Finger	Fore Finger	Thumb
Jan	Left Hand		No.	7			
0		Thumb	Fore Fing	er	Middle Finger	Ring Finger	Little Finge
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# Signature of the executants/Presenttants

### Under Rule 44A of the I.R. Act 1908

### SPECIMEN FOR TEN FINGERS PRINT





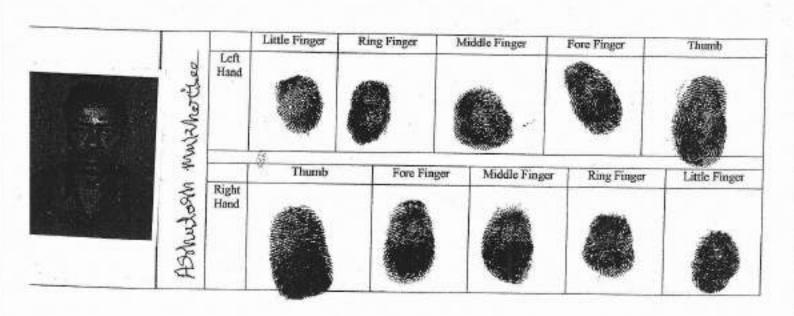
		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand	-= 12				
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	Right Hand	1	-			

## Signature of the executants/Presenttants

### Under Rule 44A of the I.R. Act 1908

### SPECIMEN FOR TEN FINGERS PRINT

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		Left	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb



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	Mounifa	Right Hand			er Middle Fings	er Ring Finger	Little Finger

### Major Information of the Deed

Deed No:	I-1504-03576/2022	Date of Registration 29/08/2022				
Query No / Year	1504-2002583669/2022	Office where deed is registered				
uery Date 27/08/2022 12:11:14 PM		A.D.S.R. BIDHAN NAGAR, District: North 24- Parganas				
Applicant Name, Address & Other Details	Uday Chandra Gayen 15/1, Sadhana Ausadhalaya Roa WEST BENGAL, PIN - 700048, N	d,Thana : Lake Town, District : North 24-Parganas, fobile No. : 8910963931, Status :Advocate				
Transaction		Additional Transaction				
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]				
Set Forth value	THE RELEASE OF THE PARTY OF	Market Value 10				
Rs. 2/-		Rs. 56,53,501/-				
Stampouty Paid(SD)		Registration Fee Paid				
Rs. 7,021/- (Article:48(g))		Rs. 10,021/- (Articlo:E, E, B)				
Remarks	Received Rs. 50/- ( FIFTY only ) area)	from the applicant for issuing the assement slip.(Urban				

### Land Details:

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: S.K.Deb Road.(jyotimill to TB Hospital), Mouza: Dakshindari, , Ward No: 31, Holding No:196 JI No: 25, Pin Code: 700048

Sch No	CONTRACTOR AND ADDRESS OF THE	Khatian Number	Land Proposed	CONTRACTOR OF STREET	Area of Land.	HISTORY CONTRACTOR AND AND AND AND ADDRESS OF THE PARTY O	Market Value (In Rs.)	Other Details
L1	RS-861		Bastu	Bastu	2 Katha 2 Chatak 38 Sq Ft	1/-	55,86,001/-	Width of Approach Road: 25 Ft.,
4	Grand	Total:			3.5933Dec	1/-	55,86,001 /-	

#### Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	250 Sq Ft.	1/-	67,500/-	Structure Type: Structure
	Gr Floor Area of fiv		100		
	Gr. Floor, Area of fix Tiles Shed, Extent of Total :	oor : 250 Sq Ft.,	Residential Use, Ce omplete		Age of Structure: 0Year, Roof Type:

SI No	Name Address Photo, Finger	print and Signa	ature	
1	Name	Photo	Finger Print	Signature
	Shri Paritosh Mukherjee Son of Late Santosh Kumar Mukherjee Executed by: Self, Date of Execution: 29/08/2022 , Admitted by: Self, Date of Admission: 29/08/2022 ,Place : Office			Parities many
		29/08/2022	LTI 29/04/2022	29/08/2022
	bengai, India, PIN:- /00051	Sex: Male, By m, Aadhaar No 122	Caste: Hindu, Oc 72xxxxxxxx020	imta, District:-North 24-Parganas, We ecupation: Retired Person, Citizen of: 00, Status :Individual, Executed by: So Office
2	Name	Photo	Finger Print	Signature
	Shri Ashutosh Mukherjee Son of Late Santosh Kumar Mukherjee Executed by: Self, Date of Execution: 29/08/2022 , Admitted by: Self, Date of Admission: 29/08/2022 ,Place : Office			Assuran anno
		Z9/08/2022	LTI 29/08/2022	29/08/2022
	District:-North 24-Parganas,	West Bengal, of: India, PAN by: Self, Date	India, PIN:- 7000 No.:: hoxxxxxx4 of Execution: 29/	ied, P.O:- Sreebhumi, P.S:-Lake Town 48 Sex: Male, By Caste: Hindu, q, Aadhaar No: 91xxxxxxxx5487, 08/2022 Office Signature
1	Smt Anupama Mukherjee	I RESIDENT	- Control of the Cont	ALL COMMON DESCRIPTION OF THE PROPERTY OF THE
8 8 4	Daughter of Late Santosh Kumar Mukherjee Executed by: Self, Date of Execution: 29/08/2022 Admitted by: Self, Date of Admission: 29/08/2022 ,Place Office			And one Merchages
		29/08/2022	LTI 20/08/2022	29/08/2022
C	visuricu-Mortin 24-Parganas,	west Bengai, I f: India, PAN N , Date of Exec	City:- Not Specific ndia, PIN:- 70004 lo.:: dkxxxxxx6j, ution: 29/08/2022	ed, P.O:- Sreebhumi, P.S:-Lake Town, 8 Sex: Female, By Caste: Hindu, Aadhaar No: 78xxxxxxxxx5301, Status

Name	Photo	Finger Print	Signature
Smt Moumita Chatterjee Wife of Shri Sujoy Ghosh Executed by: Self, Date of Execution: 29/08/2022 , Admitted by: Self, Date of Admission: 29/08/2022 ,Place : Office			Mounita Chatterijee
	29/08/2022	LTI 28/08/2022	29/08/2022

21, Krishnagar Road, City:- Not Specified, P.O:- Nabapally Barasat, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: aoxxxxxxx11, Aadhaar No: 95xxxxxxxxx5273, Status :Individual, Executed by: Self, Date of Execution: 29/08/2022

, Admitted by: Self, Date of Admission: 29/08/2022 ,Place: Office

### Developer Details:

SI	
1	Abode Residency P-801, Lake Town, Block-A, City:- Not Specified, P.O:- Lake Town, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089, PAN No.:: abxxxxxx3k,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

	Name, Address, Photo, Finger	print and Signat	ure	
1	Name	# Photo	Finger Print	Signature Signature
	Shri Kinkar Saha (Presentant ) Son of Late Haridas Saha Date of Execution - 29/08/2022, , Admitted by: Self, Date of Admission: 29/08/2022, Place of Admission of Execution: Office			attack the
1	number of execution. Office	Aug 29 2022 1:43PM	LTI 29/08/2022	29/08/2022
	Parganas, West Bengal, India Citizen of: India, , PAN No.:: b	, PIN:- 700048, cxxxxxx7e, Aad	P.O:- Sreebhumi, P. Sex: Male, By Cast haar No: 63xxxxxx	S:-Lake Town, District:-North 24- le: Hindu, Occupation: Business, 0x8275 Status: Representative,
	Parganas, West Bengal, India	, PIN:- 700048, cxxxxxx7e, Aad	P.O:- Sreebhumi, P. Sex: Male, By Cast haar No: 63xxxxxx	e: Hindu, Occupation: Business.
	Parganas, West Bengal, India Citizen of: India, , PAN No.:: b Representative of : Abode Res Name Shri Khokan Chatterjee Son of Late Nepal Chatterjee Date of Execution - 29/08/2022, , Admitted by: Self, Date of Admission: 29/08/2022, Place of	, PIN:- 700048, cxxxxxx7e, Aad sidency (as Part	P.O:- Sreebhumi, P Sex: Male, By Cast haar No: 63xxxxxx ner)	e: Hindu, Occupation: Business, x8275 Status : Representative,
	Parganas, West Bengal, India Citizen of: India, , PAN No.:: b Representative of : Abode Res Name Shri Khokan Chatterjee Son of Late Nepal Chatterjee Date of Execution - 29/08/2022, , Admitted by: Self, Date of Admission:	, PIN:- 700048, cxxxxxx7e, Aad sidency (as Part	P.O:- Sreebhumi, P Sex: Male, By Cast haar No: 63xxxxxx ner)	e: Hindu, Occupation: Business, α8275 Status : Representative, Signature

3 Name	Photo	Finger Print	Signature
Shri Shyamal Kumar Das Son of Late Gandhi Das Date of Execution - 29/08/2022, , Admitted by: Self, Date of Admission: 29/08/2022, Place of Admission of Execution: Office			25
Established Communication	Aug 29 2022 1:45PM	L11 29/08/2622	29/06/2022

14. Amalangshu Sen Road, City:- Not Specified, P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aexxxxxxx0f, Aadhaar No: 46xxxxxxxx6625 Status: Representative, Representative of: Abode Residency (as Partner)

Name	Photo	Finger Print	Signature
Shri Madhabendra Nath Son of Late Maadanmohan Nath Date of Execution - 29/08/2022, , Admitted by: Self, Date of Admission: 29/08/2022, Place of Admission of Execution: Office			Malabaram other
	Aug 29 2022 1:46PM	LTI 28/06/2022	29106/2022

E.P.-171, Pallysree Colony, No.3, City:- Not Specified, P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: abxxxxxxx0n, Aadhaar No: 74xxxxxxxxx8031 Status: Representative, Representative of: Abode Residency (as Partner)

Name	Photo	Finger Print	Signature
Shri Avijit Ghosh Son of Shri Subhas Ghosh Teghoria, City:- Not Specified, P.O:- Jugberia, P.S:-Ghola, District:-North 24- Parganas, West Bengal, India, PIN:- 700110			And Blook
	29/08/2022	29/08/2022	29/08/2022

Identifier Of Shri Paritosh Mukherjee, Shri Ashutosh Mukherjee, Smt Anupama Mukherjee, Smt Moumita Chatterjee, Shri Kinkar Saha, Shri Khokan Chatterjee, Shri Shyamal Kumar Das, Shri Madhabendra Nath

Trans	fer of property for L1.	THE REPORT OF THE PARTY OF THE
SI.No	From	To. with area (Name-Area)
1	Shri Paritosh Mukherjee	Abode Residency-0.898333 Dec
2	Shri Ashutosh Mukherjee	Abode Residency-0.898333 Dec
3	Smt Anupama Mukherjee	Abode Residency-0,898333 Dec
4	Smt Moumita Chatterjee	Abode Residency-0.898333 Dec
Transi	er of property for S1	
SI.No	From	To. with area (Name-Area)
1	Shri Paritosh Mukherjee	Abode Residency-62,50000000 Sq Ft
2	Shri Ashutosh Mukherjee	Abode Residency-62,50000000 Sq Ft
3	Smt Anupama Mukherjee	Abode Residency-62.50000000 Sq Ft
4	Smt Moumita Chatterjee	Abode Residency-62.50000000 Sq Ft

#### On 29-08-2022

#### 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 13:26 hrs on 29-08-2022, at the Office of the A.D.S.R. BIDHAN NAGAR by Shri Kinkar Saha ...

#### 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 56,53,501/-

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

Execution is admitted on 29/08/2022 by 1. Shrl Paritosh Mukherjee, Son of Late Santosh Kumar Mukherjee, BH-25, M.B. Road, P.O: Birati, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by Profession Retired Person, 2. Shri Ashutosh Mukherjee, Son of Late Santosh Kumar Mukherjee, E.P.-174, Patipukur 3no., Pallysree Colony, P.O: Sreebhumi, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Service, 3. Smt Anupama Mukherjee, Daughter of Late Santosh Kumar Mukherjee, E.P.-174, Patipukur 3no., Pallysree Colony, P.O: Sreebhumi, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Others, 4. Smt Moumita Chatterjee, Wife of Shri Sujoy Ghosh, 21, Krishnagar Road, P.O: Nabapally Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700126, by caste Hindu, by Profession Service

Indetified by Shri Avijit Ghosh, , , Son of Shri Subhas Ghosh, Teghoria, P.O: Jugberia, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Others

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

Execution is admitted on 29-08-2022 by Shri Kinkar Saha, Partner, Abode Residency (Partnership Firm), P-801, Lake Town, Block-A, City:- Not Specified, P.O:- Lake Town, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089

Execution is admitted on 29-08-2022 by Shri Khokan Chatterjee, Partner, Abode Residency (Partnership Firm), P-801,

Indetified by Shri Avijit Ghosh, , , Son of Shri Subhas Ghosh, Teghoria, P.O: Jugberia, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Others

Lake Town, Block-A, City:- Not Specified, P.O:- Lake Town, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089

Indetified by Shri Avijit Ghosh, , , Son of Shri Subhas Ghosh, Teghoria, P.O: Jugberia, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Others

Execution is admitted on 29-08-2022 by Shri Shyamal Kumar Das, Partner, Abode Residency (Partnership Firm), P-801, Lake Town, Block-A. City:- Not Specified, P.O:- Lake Town, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089

Indetified by Shri Avijit Ghosh, , , Son of Shri Subhas Ghosh, Teghoria, P.O: Jugberia, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Others

Execution is admitted on 29-08-2022 by Shri Madhabendra Nath, Partner, Abode Residency (Partnership Firm), P-801, Lake Town, Block-A, City:- Not Specified, P.O:- Lake Town, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089

Indetified by Shri Avijit Ghosh, , , Son of Shri Subhas Ghosh, Teghoria, P.O: Jugberia, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Others

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021/- (B = Rs 10,000/-,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/08/2022 7:08PM with Govt. Ref. No: 192022230108758341 on 28-08-2022, Amount Rs: 10.021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKU5898974 on 28-08-2022, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 6,521/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 887, Amount: Rs.500/-, Date of Purchase: 04/08/2022, Vendor name: Mita Dutta Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/08/2022 7:08PM with Govt. Ref. No: 192022230108758341 on 28-08-2022, Amount Rs: 6,521/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKU5898974 on 28-08-2022, Head of Account 0030-02-103-003-02

Rita Lepcha ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BIDHAN NAGAR North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2022, Page from 151990 to 152031 being No 150403576 for the year 2022.



Digitally signed by RITA LEPCHA DAS Date: 2022.08.30 15:31:02 +05:30 Reason: Digital Signing of Deed.

ny

Rita Lepcha) 2022/08/30 03:31:02 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
DFFICE OF THE A.D.S.R. BIDHAN NAGAR
Nest Bengal.

(This document is digitally signed.)