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T-19244/2022

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25/11/22
 पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL 2/3325434/22 L 787428

Let it be registered in the register books & the
 endorsement sheet or sheets attached with
 this instrument in the office of this Registrar.

B. B. B.

Additional District Sub-Registrar,
 Rajarhat, New Town, North 24-Pgs

01 DEC 2022

DEVELOPMENT AGREEMENT

1. Date : 25th day of November in the year of 2022.
2. Place : Rajarhat, Kolkata.
3. Parties :
 - 3.1. 1) SRI ANGSU PRAKASH MUKHERJEE, (PAN - BFYPM6970D), (Aadhaar No. 4619 1101 0297), Son of Late Rashbehari Mukherjee, residing at Reckjoani, P.O. & P.S. - Rajarhat, Kolkata - 700135, in the District of North 24 Parganas, State - West Bengal, by Faith - Hindu, by Nationality - Indian, Occupation - Retired Person, 2) SRI PRABHAT KUMAR MUKHERJEE @ PRABHAT MUKHERJEE, (PAN - BFYPM6969N), (Aadhaar No. 5699 6717 0241), Son of Late Rashbehari Mukherjee, residing at Reckjoani, P.O. & P.S. - Rajarhat, Kolkata - 700135, in the District of North 24 Parganas, State - West

To be contdp/2

4394 24.11.2022

मात 500f

चेवडार नं. ७७७७
नाम चेवडार शंकर
विधान नं. १०६६
मात हातक नं. १
पत्तान नं. १०६६

Basu and Hajra Builders
Kanjialpara, Rajasthan-Kolkata-135

18 NOV. 2022

998000

चेवडार नं. ७७७७, चेवडार-मिता दख

-Angru Prakash Mukherjee



12167

-Angru Prakash Mukherjee



12168

-Prabhat Kumar Mukherjee
Prabhat Mukherjee



12169



-Arati Mukherjee



12177

Additional District Sub-Registrar,
Rajahat, New Town, North 24-Pgs

25 NOV 2022

Basu & Hajra Builders
Partner

(2)

Bengal, by Faith - Hindu, by Nationality - Indian, Occupation - Business, 3) ARATI MUKHERJEE, (PAN - CJTPM5527L), (Aadhaar No. 7647 6867 7115), Daughter of Late Rashbehari Mukherjee, residing at Reckjoani, P.O. & P.S. - Rajarhat, Kolkata -700135, in the District of North 24 Parganas, State - West Bengal, Occupation - House Wife, hereinafter collectively referred to as the LAND OWNERS (which terms or expression unless excluded by or repugnant to the subject or context, shall mean to include of their heirs, successors, executors, representatives, administrative and assigns) of the ONE PART.

AND

3.2. "M/S BASU AND HAJRA BUILDERS" (PAN - AAHFB5060E), a Partnership Firm having its registered office at Kanjialpara, Reckjoani, K.C. Paul Apartment, P.O. & P.S. - Rajarhat, Kolkata - 700135, represented by its partners namely 1) SRI ARUP BOSE alias ARUP BASU, (PAN - AKCPB8183H), (Aadhaar No. - 9487 3841 6049), son of Late Indu Bhusan Basu and 2) SRI SUSANTA HAJRA, (PAN - ABVPH6662F), (Aadhaar No. - 9731 9430 3515), son of Late Surendra Nath Hajra, both are residing at Kanjialpara, P.O. & P.S. - Rajarhat, in the District of North 24 Parganas, Kolkata - 700135, State - West Bengal, both are by faith - Hindu, by Nationality - Indian, by occupation - Business, hereinafter referred to and called as the "DEVELOPER/PROMOTER" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal representative in office and assigns) of the OTHER PART.

4. Project Property ALL THAT piece and parcel of Bastu land measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9191, Bastu land measuring an area of 08.70 (Eight point Seven Zero) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 1980, Bastu land measuring an area of 08.54 (Eight point Five Four) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 7914, measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9190, Bastu land measuring an area of 05.625

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(Five point Six Two Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 1980, Bastu land measuring an area of 01.875 (One point Eight Seven Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 7914, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1981, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1980 and Pukur measuring an area of 03 (Three) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 7914, total measuring an area of 61.74 (Sixty One point Seven Four) Decimals of land, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, situated at Mouza - Reekjoani, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10, Pargana Kolikata, P.S. Rajarhat, A.D.S.R. Office Bidhannagar (Salt Lake City) at present A.D.S.R. Office Rajarhat, under local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of North 24 Parganas. The original land lord which is the Government of West Bengal represented by the Collector of the North 24 Parganas.

<u>Land Owner</u>	<u>R.S. & L.R.</u>	<u>L.R.</u>	<u>Area</u>
<u>Name</u>	<u>Dag No.</u>	<u>Khatian No.</u>	<u>Decimals</u>
Angsu Prakash Mukherjee	1313	9191	08
Prabhat Kumar Mukherjee	1313	1980	08.70
@ Prabhat Mukherjee			
Arati Mukherjee	1313	7914	08.54
Arati Mukherjee	1313	9190	08
Prabhat Kumar Mukherjee	1313/1815	1980	5.625
@ Prabhat Mukherjee			
Arati Mukherjee	1313/1815	7914	1.875
Angsu Prakash Mukherjee	1312	1981	09
Prabhat Kumar Mukherjee	1312	1980	09

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@ Prabhat Mukherjee

Arati Mukherjee	1312	7914	03
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Total area of Angsu Prakash Mukherjee, Prabhat Kumar Mukherjee @ Prabhat Mukherjee and Arati Mukherjee (Land Owner Nos. 1 to 3 herein) 61.74 Decimals more or less.

5. Background, Representations, Warranties and Covenants :

5.1. **Representations and Warranties Regarding Title :** The Land Owners have made the following representation and given the following warranty to the Developer regarding title.

5.1.1. **Absolute Owner of Rashbehari Mukhopadhyay, Radha Prasanna Mukhapadhyay, Susil Kumar Mukhopadhyay, Shibdas Mukhopadhyay, Haradhan Mukhopadhyay, Harendra Nath Bandyapadhyay :** Rashbehari Mukhopadhyay, Radha Prasanna Mukhapadhyay, Susil Kumar Mukhopadhyay, Shibdas Mukhopadhyay, Haradhan Mukhopadhyay, Harendra Nath Bandyapadhyay seized and possessed and well sufficient entitle to an area of 239 Decimals of land under Sabek Khatian No. 1318, R.S. Khatian No. 1467, situated at Mouza - Reekjoani, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10, Pargana Kolikta, P.S. Rajarhat, SR C. Dum Dum, under local limit of Rajarhat Bishnupur 1 to Gram Panchayet in the District of North 24 Parganas. The original land lord who is the Government of West Bengal represented by the Collector of the North 24 Parganas.

5.1.2. **Harendra Nath Bandyapadhyay sold and transferred to Sakuntala Devi :** said Harendra Nath Bandyapadhyay sold, transferred and conveyed his portion of land to Sakuntala Devi, by dint of a Deed of Sale, Being Deed No. 7596, registered dated on 17.08.1966, in the office of S.R. C. Dum Dum, entered in Book - I, Volume No. 120, Pages from 1 to 3 in the year of 1966 and delivered Khas possession in favour of said Sakuntala Devi.

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5.1.3. **Susil Kumar Mukhopadhyay sold and transferred to Rashbehari Mukhopadhyay :** said Susil Kumar Mukhopadhyay sold, transferred and conveyed measuring an area of 02.75 Decimals of land in R.S. Dag No. 1313, under R.S. Khatian 1467, to Rashbehari Mukhopadhyay, by dint of a Deed of Sale, Being Deed No. 2322, registered dated on 21.04.1972, in the office of S.R. C. Dum Dum, entered in Book - I, Volume No. 37, Pages from 155 to 157 in the year of 1972 and delivered Khas possession in favour of said Rashbehari Mukhopadhyay.

5.1.4. **Demise of Shibdas Mukhopadhyay :** said Shibdas Mukhopadhyay died intestate living behind his only wife namely Gouri Mukhopadhyay as his legal successors.

Thereafter said Gouri Mukhopadhyay had been enjoying and possessing the land left by her husband Shibdas Mukhopadhyay as absolute owner thereof.

5.1.5. **Gouri Mukhopadhyay sold, transferred and conveyed to Angsu Prakash Mukherjee & Prabhat Kumar Mukherjee :** said Gouri Mukhopadhyay sold, transferred and conveyed her share of land to Angsu Prakash Mukherjee & Prabhat Kumar Mukhopadhyay, by dint of a Deed of Sale, Being Deed No. 1719, registered dated on 09.03.1990, in the office of A.D.S.R. Bidhannagar (Salt Lake City), entered in Book - I, Volume No. 36, Pages from 487 to 494 in the year of 1990 and delivered Khas possession in favour of said Angsu Prakash Mukherjee & Prabhat Kumar Mukhopadhyay.

5.1.6. **Demise of Radha Prasanna Mukhopadhyay :** said Radha Prasanna Mukhopadhyay died intestate living behind his one son namely Samar Kumar Mukhopadhyay and two daughters namely Bishakha Bandhapadhyay and Bani Chakraborty as his legal heirs.

Thereafter said Samar Kumar Mukhopadhyay, Bishakha Bandhapadhyay and Bani Chakraborty had been enjoying and possessing the land left by their father Radha Prasanna Mukhopadhyay as absolute owners thereof.

5.1.7. **Absolute Owners of Rashbehari Mukhopadhyay, Sakuntala Devi, Prabhat Kumar Mukherjee, Angsu Prakash Mukherjee, Samar Kumar Mukhopadhyay, Bishakha Bandhapadhyay, Bani Chakraborty, Susil Kumar**

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Mukhopadhyay and Haradhan Mukhopadhyay : said Rashbehari Mukhopadhyay, Sakuntala Devi, Prabhat Kumar Mukherjee, Angsu Prakash Mukherjee, Samar Kumar Mukhopadhyay, Bishakha Bandhapadhyay, Bani Chakraborty, Susil Kumar Mukhopadhyay and Haradhan Mukhopadhyay were the joint owners of land in R.S. Dag No. 1312 & land of R.S. Dag No. 1313, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, situated at **Mouza - Reckjoani, J.L. 13, Re. Sa. 198, Touzi 2998** at present 10, Pargana - Kolikata, P.S. - Rajarhat, A.D.S.R. Office Bidhannagar (Salt Lake City) at present A.D.S.R. Office Rajarhat, under local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of North 24 Parganas.

5.1.8. Partition by Rashbehari Mukhopadhyay, Sakuntala Devi, Prabhat Kumar Mukherjee, Angsu Prakash Mukherjee, Samar Kumar Mukhopadhyay, Bishakha Bandhapadhyay, Bani Chakraborty, Susil Kumar Mukhopadhyay and Haradhan Mukhopadhyay : said Rashbehari Mukhopadhyay, Sakuntala Devi, Prabhat Kumar Mukherjee, Angsu Prakash Mukherjee, Samar Kumar Mukhopadhyay, Bishakha Bandhapadhyay, Bani Chakraborty, Susil Kumar Mukhopadhyay and Haradhan Mukhopadhyay make a Deed of Partition which was registered on 09.03.1990, in the Office of A.D.S.R. Bidhannagar (Salt Lake City), Being Deed No. 1740, entire in Book - I, Volume No. 37, Pages from 185 to 202 and in the Partition Deed "Kha Schedule" property of scheme plot no. "C" demarcated in Red border, measuring an area 24 Decimals of land in R.S. Dag No. 1312 and measuring an area 151,75 Decimals of land in R.S. Dag No. 1313, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, laying and situated at **Mouza - Reckjoani**, of this Deed of Partition allotted in favour of 1st Part i.e. Rashbehari Mukhopadhyay, Sakuntala Devi, Prabhat Kumar Mukherjee and Angsu Prakash Mukherjee and in this Partition Deed Samar Kumar Mukhopadhyay, Bishakha Bandhapadhyay & Bani Chakraborty sign as a 2nd Part and Sushil Kumar Mukhopadhyay sign as a 3rd Part and Haradhan Mukhopadhyay sign as a 4th Part

5.1.9. Absolute Owners of Rashbehari Mukhopadhyay, Sakuntala Devi, Prabhat Kumar Mukherjee and Angsu Prakash Mukherjee : said Rashbehari

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Mukhopadhyay, Sakuntala Devi, Prabhat Kumar Mukherjee and Angsu Prakash Mukherjee were the absolute joint owners measuring an area of 24 Decimals of land in R.S. Dag No. 1312 and measuring an area 151.75 Decimals of land in R.S. Dag No. 1313, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, laying and situated at Mouza - Reckjoani, by way the aforesaid Partition Deed.

Thereafter Rashbehari Mukhopadhyay, Sakuntala Devi, Prabhat Kumar Mukherjee and Angsu Prakash Mukherjee are the absolute joint owners of the measuring an area of 24 Decimals of land in R.S. Dag No. 1312 and measuring an area 151.75 Decimals of land in R.S. Dag No. 1313, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, laying and situated at Mouza - Reckjoani, in the District of North 24 Parganas.

5.1.10. Demise of Sakuntala Devi : said Sakuntala Devi died on 25.06.2016 intestate living behind her two sons namely Angsu Prakash Mukherjee and Prabhat Kumar Mukherjee and two daughters namely Arati Mukherjee and Jyotsna Banerjee and husband namely Rashbehari Mukhopadhyay as her legal heirs and successor.

Thereafter said Angsu Prakash Mukherjee, Prabhat Kumar Mukherjee, Arati Mukherjee, Jyotsna Banerjee and Rashbehari Mukhopadhyay have been enjoying and possessing the aforesaid land left by their mother and wife Sakuntala Devi as absolute owners thereof.

5.1.11. Demise of Rashbehari Mukhopadhyay : said Rashbehari Mukhopadhyay died on 29.09.2006 intestate living behind his two sons namely Angsu Prakash Mukherjee and Prabhat Kumar Mukherjee and two daughters namely Arati Mukherjee and Jyotsna Banerjee as his legal heirs and successor.

Thereafter said Angsu Prakash Mukherjee, Prabhat Kumar Mukherjee, Arati Mukherjee and Jyotsna Banerjee have been enjoying and possessing the aforesaid land left by their Father as absolute owners thereof.

5.1.12. Demise of Jyotsna Banerjee : said Jyotsna Banerjee died on 09.12.2017 intestate living behind her one son namely Debasish Banerjee and two daughters namely Jaya Chatterjee, Dolly Mukherjee and Mallika Banerjee as her

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legal heirs.

Thereafter said Debasish Banerjee, Jaya Chatterjee, Dolly Mukherjee and Mallika Banerjee have been enjoying and possessing the aforesaid land left by their mother, as absolute owners thereof. Here it is mention that before the death of Jyotsna Banerjee her husband namely Sambhunath Banerjee also died (dated-07.06.2003).

5.1.13. Mutation : said Angsu Prakash Mukherjee, Prabhat Kumar Mukherjee @ Prabhat Mukherjee and Arati Mukherjee (present Land Owner Nos. 1 to 3 herein), Debasish Banerjee, Jaya Chatterjee, Dolly Mukherjee and Mallika Banerjee mutated their right title and interest in L.R. Operation under L.R. Khatian No. 1981, 1980, 7914, 8177, 8178, 8179 & 8180 respectively in respect of R.S. & L.R. Dag No. 1312 & 1313 and R.S. Dag No. 1313 corresponding to L.R. Dag No. 1313/1815 and have been enjoying and possessing the aforesaid land by paying B.L & L.R.O Rent and Panchayet taxes accordingly and the said land is free from all encumbrances charges, liens and mortgage whatsoever.

5.1.14. Gifted by Angsu Prakash Mukherjee to Samir Roy Chowdhury : said Angsu Prakash Mukherjee gifted measuring an area of 08 Decimals of land in R.S. & L.R. Dag No. 1313, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, L.R. Khatian No. 1981, situated at Mouza - Reckjoani, J.L. 13, Re Sa. 198, Touzi 2998 at present 10 to Samir Roy Chowdhury by dint of a Deed of Gift, Being Deed No. 152310058, registered on 17.06.2022, in the office of A.D.S.R. Rajarhat, entered in Book - 1, Volume No. 1523-2022, Pages from 411131 to 411153 in the year of 2022 and delivered Khas possession in favour of said Samir Roy Chowdhury.

5.1.15. Mutation by Samir Roy Chowdhury : said Samir Roy Chowdhury mutated his right title and interest in L.R. Operation under L.R. Khatian No. 1382 in respect of R.S. & L.R. Dag No. 1313 and has been enjoying and possessing the aforesaid land by paying B.L & L.R.O Rent and Panchayet taxes accordingly and the said land is free from all encumbrances charges, liens and mortgage whatsoever.

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5.1.16. **Gifted by Angsu Prakash Mukherjee to Soumen Roy Chowdhury** : said Angsu Prakash Mukherjee gifted measuring an area of 08 Decimals of land in R.S. & L.R. Dag No. 1313, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, L.R. Khatian No. 1981, situated at Mouza - Reckjoani, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10 to Soumen Roy Chowdhury by dint of a Deed of Gift, Being Deed No. 152310059, registered on 17.06.2022, in the office of A.D.S.R. Rajarhat, entered in Book - I, Volume No. 1523-2022, Pages from 411154 to 411177 in the year of 2022 and delivered Khas possession in favour of said Soumen Roy Chowdhury.

5.1.17. **Mutation by Soumen Roy Chowdhury** : said Soumen Roy Chowdhury mutated his right title and interest in L.R. Operation under L.R. Khatian No. 9181 in respect of R.S. & L.R. Dag No. 1313 and has been enjoying and possessing the aforesaid land by paying B.L & L.R.O Rent and Panchayet taxes accordingly and the said land is free from all encumbrances charges, liens and mortgage whatsoever.

5.1.18. **Gifted by Angsu Prakash Mukherjee to Mousumi Roy Chowdhury** : said Angsu Prakash Mukherjee gifted measuring an area of 08 Decimals of land in R.S. & L.R. Dag No. 1313, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, L.R. Khatian No. 1981, situated at Mouza - Reckjoani, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10 to Mousumi Roy Chowdhury by dint of a Deed of Gift, Being Deed No. 152310061, registered on 17.06.2022, in the office of A.D.S.R. Rajarhat, entered in Book - I, Volume No. 1523-2022, Pages from 411178 to 411201 in the year of 2022 and delivered Khas possession in favour of said Mousumi Roy Chowdhury.

5.1.19. **Mutation by Mousumi Roy Chowdhury** : said Mousumi Roy Chowdhury mutated her right title and interest in L.R. Operation under L.R. Khatian No. 9169 in respect of R.S. & L.R. Dag No. 1313 and has been enjoying and possessing the aforesaid land by paying B.L & L.R.O Rent and Panchayet taxes accordingly and the said land is free from all encumbrances charges, liens and mortgage whatsoever.

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5.1.20. Again Gifted by Angsu Prakash Mukherjee to Samir Roy Chowdhury : said Angsu Prakash Mukherjee again gifted measuring an area of 07.70 Decimals of land in R.S. & L.R. Dag No. 1313 and measuring an area of 05.625 Decimals of land in R.S. Dag No. 1313 corresponding to L.R. Dag No. 1313/1815, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, L.R. Khatian No. 1981, situated at Mouza - Reckjoani, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10 to Samir Roy Chowdhury by dint of a Deed of Gift, Being Deed No. 152310513, executed and submitted on 23.06.2022 and registered on 27.06.2022, in the office of A.D.S.R. Rajarhat, entered in Book - I, Volume No. 1523-2022, Pages from 429807 to 429832 in the year of 2022 and delivered Khas possession in favour of said Samir Roy Chowdhury.

5.1.21. Mutation by Samir Roy Chowdhury : said Samir Roy Chowdhury mutated his right title and interest in L.R. Operation under L.R. Khatian No. 9183 in respect of R.S. & L.R. Dag No. 1313 and L.R. Dag No. 1313/1815 and has been enjoying and possessing the aforesaid land by paying B.L & L.R.O Rent and Panchayet taxes accordingly and the said land is free from all encumbrances charges, liens and mortgage whatsoever.

5.1.22. Gifted by Prabhat Kumar Mukherjee @ Prabhat Mukherjee to Arati Mukherjee : said Prabhat Kumar Mukherjee @ Prabhat Mukherjee gifted measuring an area of 08 Decimals of land in R.S. & L.R. Dag No. 1313, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, L.R. Khatian No. 1981, situated at Mouza - Reckjoani, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10 to Arati Mukherjee by dint of a Deed of Gift, Being Deed No. 152310514, executed and submitted on 23.06.2022 and registered on 27.06.2022, in the office of A.D.S.R. Rajarhat, entered in Book - I, Volume No. 1523-2022, Pages from 429833 to 429856 in the year of 2022 and delivered Khas possession in favour of said Arati Mukherjee.

5.1.23. Mutation by Arati Mukherjee : said Arati Mukherjee mutated her right title and interest in L.R. Operation under L.R. Khatian No. 9190 in respect of R.S. & L.R. Dag No. 1313 and has been enjoying and possessing the aforesaid

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said land by paying B.L & L.R.O Rent and Panchayet taxes accordingly and the said land is free from all encumbrances charges, liens and mortgage whatsoever.

5.1.24. Gifted by Prabhat Kumar Mukherjee @ Prabhat Mukherjee to Angsu Prakash Mukherjee : said Prabhat Kumar Mukherjee @ Prabhat Mukherjee gifted measuring an area of 08 Decimals of land in R.S. & L.R. Dag No. 1313, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, L.R. Khatian No. 1980, situated at Mouza - Reckjoani, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10 to Angsu Prakash Mukherjee by dint of a Deed of Gift, Being Deed No. 152310515, executed and submitted on 23.06.2022 and registered on 27.06.2022, in the office of A.D.S.R. Rajarhat, entered in Book - I, Volume No. 1523-2022, Pages from 429857 to 429880 in the year of 2022 and delivered Khas possession in favour of said Angsu Prakash Mukherjee.

5.1.25. Mutation by Angsu Prakash Mukherjee : said Angsu Prakash Mukherjee mutated his right title and interest in L.R. Operation under L.R. Khatian No. 9191 in respect of R.S. & L.R. Dag No. 1313 and has been enjoying and possessing the aforesaid land by paying B.L & L.R.O Rent and Panchayet taxes accordingly and the said land is free from all encumbrances charges, liens and mortgage whatsoever.

5.1.26. Absolute ownership of Angsu Prakash Mukherjee, Prabhat Kumar Mukherjee @ Prabhat Mukherjee and Arati Mukherjee (present Land Owner Nos. 1 to 3 herein) : After aforesaid tranjection said Angsu Prakash Mukherjee, Prabhat Kumar Mukherjee @ Prabhat Mukherjee and Arati Mukherjee (present Land Owner Nos. 1 to 3 herein) are the absolute owner of Bastu land measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9191, Bastu land measuring an area of 08.10 (Eight point Seven Zero) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 1980, Bastu land measuring an area of 08.54 (Eight point Five Four) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 7914, measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9190, Bastu land measuring an

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area of 05.625 (Five point Six Two Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 1980, Bastu land measuring an area of 01.875 (One point Eight Seven Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 7914, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1981, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1980 and Pukur measuring an area of 03 (Three) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 7914, total measuring an area of 61.74 (Sixty One point Seven Four) Decimals of land, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, situated at Mouza - Reckjoani, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10, Pargana Kolikata, P.S. Rajarhat, A.D.S.R. Office Bidhannagar (Salt Lake City) at present A.D.S.R. Office Rajarhat, under local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of North 24 Parganas and have been enjoying and possessing the aforesaid land by paying B.L & L.R.O Rent and Panchayet taxes accordingly and the said land is free from all encumbrances charges, liens and mortgage whatsoever.

5.1.27. ABSOLUTE OWNERSHIP OF SAID PROPERTY :

In the above mentioned circumstances, the Land Owners have become the undisputed and absolute owners of the said Property as follows :

<u>Land Owner</u>	<u>R.S. & L.R.</u>	<u>L.R.</u>	<u>Area</u>
<u>Name</u>	<u>Dag No.</u>	<u>Khatian No.</u>	<u>Decimals</u>
Angsu Prakash Mukherjee	1313	9191	08
Prabhat Kumar Mukherjee	1313	1980	08.70
@ Prabhat Mukherjee			
Arati Mukherjee	1313	7914	08.54
Arati Mukherjee	1313	9190	08
Prabhat Kumar Mukherjee	1313/1815	1980	5.625
@ Prabhat Mukherjee			

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	(13)		
Arati Mukherjee	1313/1815	7914	1.875
Angsu Prakash Mukherjee	1312	1981	09
Prabhat Kumar Mukherjee	1312	1980	09
@ Prabhat Mukherjee			
Arati Mukherjee	1312	7914	03

Total area of Angsu Prakash Mukherjee, Prabhat Kumar Mukherjee @ Prabhat Mukherjee and Arati Mukherjee (Land Owner Nos. 1 to 3 herein) 61.74 Decimals more or less.

5.1.28. Desire of Development of the land & Acceptance : The Land Owners herein express their desire to develop the aforesaid plot of land measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9191, Bastu land measuring an area of 08.74 (Eight point Seven Zero) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 1980, Bastu land measuring an area of 08.54 (Eight point Five Four) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 7914, measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9190, Bastu land measuring an area of 05.625 (Five point Six Two Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 1980, Bastu land measuring an area of 01.875 (One point Eight Seven Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 7914, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1981, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1980 and Pukur measuring an area of 03 (Three) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 7914, total measuring an area of 61.74 (Sixty One point Seven Four) Decimals of land, under Sabek Khatian No. 1318, R.S. Khatian No. 146,

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situated at Mouza - Reckjoani, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10, Pargana Kolikata, P.S. Rajarhat, A.D.S.R. Office Bidhannagar (Salt Lake City) at present A.D.S.R. Office Rajarhat, under local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of North 24 Parganas, by constructing a multi stories building thereon, and the present Developer have accepted the said proposal and the present Land Owner has decided to enter into the present Development Agreement with the Developer herein for the land mention above and explicitly in the First Schedule hereunder written and the Developer has also agreed to develop the said property of the Land Owners by constructing multistoried Buildings, which contain three Blocks i.e. Blocks "A, B & C, the proposed Building locally Known and identified as "SAKUNTALA ABASAN" on the said property described in the schedule below at Developer's own cost and responsibility on the some terms and conditions mentioned hereunder.

5.1.29. Registered General power of Attorney : For the smooth running of the said Project, the Land Owners herein agree to execute a registered power of Attorney by which the Land owners herein shall appointed and nominated 1) SRI ARUP BOSE alias ARUP BASU, son of Late Indu Bhusan Basu and 2) SRI SUSANTA HAJRA, son of Late Surendra Nath Hajra, both are residing at Kanjalpara, P.O. & P.S. - Rajarhat, in the District of North 24 Parganas, Kolkata - 700135, State - West Bengal, both are by faith - Hindu, by Nationality - India, by occupation - Business, Partner of "M/S BASU AND HAJRA BUILDER", Developer herein, as their Constituted Attorney, to act on behalf of the Land Owners.

6. NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties (Land Owners No. 1 to 3 and Developer) hereto as follows :

6.1. THE SAID PLOT/PREMISES : shall mean and include the land measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 143, under L.R. Khatian No. 9191, Bastu land measuring an area of 070 (Eight point Seven Zero) Decimals of land in R.S. & L.R. Dag No.

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1313, under L.R. Khatian No. 1980, Bastu land measuring an area of 08.54 (Eight point Five Four) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 7914, measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9190, Bastu land measuring an area of 05.625 (Five point Six Two Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 1980, Bastu land measuring an area of 01.875 (One point Eight Seven Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 7914, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1981, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1980 and Pukur measuring an area of 03 (Three) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 7914, total measuring an area of 61.74 (Sixty One point Seven Four) Decimals of land, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, situated at Mouza - Reckjoani, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10, Pargana - Kolikata, P.S. - Rajarhat, A.D.S.R. Office Bidhannagar (Salt Lake City) at present A.D.S.R. Office Rajarhat, under local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of North 24 Parganas, as described in the First Schedule hereunder written.

- 6.2. **BUILDING** : shall mean a G+4 proposed building consisting of several Flats, Car Parking Space, etc. which will be constructed at Reckjoani, P.O. & P.S. Rajarhat, in the District of North 24 Parganas, Kolkata 700135, under the Rajarhat Bishnupur 1 No. Gram Panchayet.
- 6.3. **UNIT** : shall mean the constructed area and/or spaces the proposed building and/or constructed area capable of being occupied and enjoyed independently.
- 6.4. **THE SUPER BUILT UP AREA** : shall mean the total covered area to comprise in the Unit as certified by the Architect plus the proportionate share

of the common area and the aggregate of the same.

- 6.5. **THE PLAN** : would mean such plan prepared by the Architect for the construction of the proposed buildings and the plan will be sanctioned by the authority of the Rajarhat Bishnupur 1 No. Gram Panchayet/Rajarhat Panchayet Samity/Zilla Parishad of North 24 Parganas and/or by such other authority or authorities empowered to sanction any building plan in accordance with law and/or any modified and/or revised plan.
- 6.6. **COMMON FACILITIES AND AMENITIES** : shall mean and include in respect of the proposed new multi stories building to be constructed, such corridors, stair cases, passages, ways, lift, common lavatories, pump room, underground water reservoir, overhead water tank, water pump and motor boundary walls, top floor roof, parapet wall landing septic tank, drive ways, water and other pipes, ducts and plumbing materials, common electrical wiring and fittings and electrical machine tools, gates and enclosures, ducts, conduits foundations pillars and structures or any other facilities and amenities being required for the purpose of establishment location, enjoyment, provisions and the like as the sanctioned plan may provide for or as may be agreed upon by and between the Land Owners and the Developer.
- 6.7. **TRANSFER** : shall mean, as required under the Indian Registration Act, 1908, as well as described under Transfer of Property Act, 1882, for transfer of Flats, Cover/open Car Parking Space etc. with undivided undemarcated proportionate share of the land.
- 6.8. **TRANSFeree/BUYERS** : shall mean the purchaser/purchasers of any portion of the unit of the building which are to be constructed according to the sanctioned plan as well as the revised sanctioned Plan of the Rajarhat Bishnupur 1 No. Gram Panchayet/Rajarhat Panchayet Samity/Zilla Parishad and/or by such other authority or authorities empowered to sanction any building plan within the District of North 24 Parganas in accordance with Law.
- 6.9. **SALEABLE SPACE** : shall mean the spaces in the new building to be constructed available for independent use and occupation (including the area

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of stair and landing) after making due provision for common facilities and the space required thereof. SUPER BUILT UP AREA shall mean and include saleable space in all or any or the floors, roofs space or structures, if such floors are constructed as per the sanctioned building plan or any amendment thereto obtained and completed before the termination of this agreement and the super built up area of Flats, Car Parking Space or spaces of the proposed multi storied building will be calculated.

- 6.10. **ROOF RIGHT** : the ultimate roof right of proposed (G+4) storied building shall be always common to the Flat owners and they shall have the right to install, fixing personal TV Antenna, cleaning, maintaining and repairing the over head Water Tank.

ARTICLES 'II' DATE OF COMMENCEMENT

7. This Development Agreement shall have the effect on and from the 25th day of November in the year of 2022.

ARTICLE 'III' LAND OWNER'S REPRESENTATION & RIGHT

- 8.1. The Land Owners seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9191, Bastu land measuring an area of 08.70 (Eight point Seven Zero) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 1980, Bastu land measuring an area of 08.54 (Eight point Five Four) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 7914, measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9190, Bastu land measuring an area of 05.625 (Five point Six Two Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 1980, Bastu land measuring an area of 01.875 (One point Eight Seven Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 7914, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. &

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L.R. Dag No. 1312, under L.R. Khatian No. 1981, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1980 and Pukur measuring an area of 03 (Three) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 7914, total measuring an area of 61.74 (Sixty One point Seven Four) Decimals of land, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, situated at Mouza - Reekjouni, J.L. 13, Re. Sa. 198, Touzi 2998 at present 10, Pargana Kolikata, P.S. Rajarhat, A.D.S.R. Office Bidhannagar (Salt Lake City) at present A.D.S.R. Office Rajarhat, under local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of North 24 Parganas, morefully and particularly described in the First Schedule hereunder written free from all encumbrances.

- 8.2. **Indemnification regarding Possession & Delivery :** The Land Owners is now seized and possessed or and/or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer the project property.
- 8.3. **Free From Encumbrance :** The Land Owners also indemnifies that the project property is free all encumbrances and the Land Owners have marketable title in respect of the said premises.
- 8.4. There is no excess vacant land in the said property within the meaning of the Urban Land (Ceiling & Regulation) Act. 1976 as amended to date hereof.

ARTICLE 'IV' DEVELOPER'S REPRESENTATION

- 9.1. The developer herein shall carry out the work of development of the said below mentioned First Schedule of land and for construction of the buildings consisting of several self contained flats and other constructions thereupon in accordance with the plan sanctioned by the Rajarhat Bishnupur 1 No. Gram Panchayet/Rajarhat Panchayet Samity/Zilla Parishad of North 24 Parganas and/or by the competent authority or authorities to sanction the plan and/or on the basis of the modified plan and/or revised plan therefore.

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- 9.2. That the building plan or any documents in relation with thereto as may be required for construction of the proposed buildings shall be prepared and supplied by the developer at the cost of the Developer provided that all other additional alteration and modifications in the plan and/or design, documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the developer on behalf of the land owners at the developer's own cost and expenses. The developer prior to the submission of the building plan and/or any addition and alternation thereof to be submitted the same to the land owner for his examination and verification thereof by the land owner and/or by his engineer and only after getting approval of the land owner the developer shall submit the same for getting the same sanctioned from the appropriate authorities.
- 9.3. That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right, title, or interest in respect of the said premises in favour of the developer other than an exclusive licence or right to the developer to do or refrain from doing the acts and things in terms hereof and to deal with the developer's allocations and the developer shall also not be entitled to assign to any third party the right of development of the instant below mentioned First Schedule of land.
- 9.4. The Land Owners have handed over all the Xerox copy of the deeds, porchas, Panchayet tax receipt, Dakhila, relating to the said property of the developer. The developer shall complete the investigation of the marketability of the title First Schedule plot of land.
- 9.5. a) That the developer at its own costs and expenses within 42 (Forty Two) Months from the date of Development Agreement and Developer shall complete the entire project.
- b) If the work of the said building held up by the political violence, riot, natural calamity, vacate of the said land by the land owner etc. and any kind of obtrusion then the time may be extend after discussion between the both parties of this said matter.

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- 9.6. The Land Owner and the Developer shall be exclusively entitled to have their respective share of allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim and interest therein whatsoever of the others and the land owners shall not in any way interface with or disturb the quiet and peaceful possession of the developer's allocation. It is further agreed that after dispose of the developer's share, the developer shall have no right to any land and building save and except if it keeps any portion of the constructed plot of its own use.
- 9.7. That in so far as necessary all dealings by the developer in respect of the building including agreement for sale or transfer concerning developer's allocation shall be in the name of the developer.
- 9.8. That the developer shall at its own costs, responsibility and expenses complete the proposed buildings and other constructions upon the said land in accordance with the sanctioned plan as well as revised plan.

ARTICLE - 'V' DEVELOPER'S AUTHORITY

- 10.1. The land owner hereby appoint the developer as the builder and/or promoter for the purpose of the development of the said and below mentioned schedule of property and/or construction of the proposed buildings as per the scheme of the development as herein agreed. The developer hereby accept and confirms this appointment.
- 10.2. The land owner doth hereby entrust the work of development of the said and below mentioned schedule of property on the terms and conditions contained in this agreement.
- 10.3. The developer shall carry out the work of development in respect of the said below mentioned First Schedule of property.
- a) By erecting and/or constructing a building or other structures in or upon the said below mentioned First Schedule of property at its own costs and expenses.
- b) By allotting the owner allocation to the owners in time.

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ARTICLE – 'VI' DEVELOPER'S RIGHT

- 11.1. Authority of Developer :** The Developer shall have authority to deal with the property in the terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or agreements or borrow money or take any advance against their allocation or acquired right under these agreement.
- 11.2. Right of Construction :** The Land Owners hereby grant permission an exclusive rights to the Developer to build new building upon the property.
- 11.3. Construction Cost :** The Developer shall carry total construction work of the present multi storied building at their own cost, expenses and responsibility. No liability on account of construction cost will be charged from Land Owner's Allocation and/or the proposed multi storied building.
- 11.4. Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 11.5. Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchaser/purchasers will be signed by the Developer and on behalf of the Land Owners as a Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either party or wholly will be taken by the Developer and issue money receipt in his/their own name but without creating any liability on the Land Owners.
- 11.6. Selling Rate :** The selling rate of Developer's Allocation will be fixed by the Developer without any permission or consultation with the Land Owners.
- 11.7. Profit & Loss :** The Profit & Loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Land Owner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 11.8. Possession to the Land Owners :** On completion of the project, the

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Developer will handover undisputed possession of the Landowner's Allocation at first together with all rights of the common facilities and amenities to the Land Owners with Possession Letter and will take release from the Land Owners by executing a Deed of Release.

11.9. **Possession to the intending Purchaser/Purchasers :** On completion of the project, the Developer will handover possession to the intending purchaser/purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Land Owners. Subject to the Developer shall first handover Land Owners Allocation portion to the Land Owners, there after the Developer shall handover their allocation to their intending Purchasers.

11.10. **Deed of Conveyance :** The Deed of Conveyance will be signed by the Developer on behalf of Land Owners and as representatives and registered Power of Attorney holders of the Land Owners.

ARTICLE "VII" LAND OWNER'S ALLOCATION & CONSIDERATION

12.1. In consideration of the below mentioned First Schedule of property and in consideration of the land owner's permission and/or allowing the Developer herein to develop the said and below mentioned schedule of property in the manner and on the terms and conditions hereinbefore and hereinafter agreed and recorded the developer herein is entrusted to erect a building at Reckjoani P.O. & P.S. - Rajarhat, Kolkata - 700135, in the District of North 24 Parganas, under the local limit of Rajarhat Bishnupur 1 No. Gram Panchayat morefully and particularly described in the First Schedule hereunder written at the cost and expenses of the developer in accordance with the proposed sanctioned plan of the Rajarhat Bishnupur 1 No. Gram Panchayet/Rajarhat Panchayet Samity/Zilla Parishad of North 24 Parganas and/or on the basis of the plan as to be renewed and/or revised and/or newly sanctioned plan of the Rajarhat Bishnupur 1 No. Gram Panchayet/Rajarhat Panchayet Samity/Zilla Parishad of North 24 Parganas or such authority or authorities who are empowered to sanction the plan upon the said premises and shall allot it

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favour of the Land Owners as and by way of Land Owner's Allocation as follows.

12.2. Developer and Land Owner's Allocation as follows :

a) 62% (Sixty Two Percent) of Construction Area of the proposed building (G+4) is the Developer's Allocation from each Floor.

b) 38% (Thirty Eight Percent) of Construction Area of the proposed building (G+4) is Land Owner's Allocation from each Floor.

ARTICLE VIII REFUNDABLE SECURITY DEPOSIT

13.1. That the Developer/Promoter will pay Rs. 55,00,000.00 (Rupees Fifty Five Lakh) only to the Land Owners as refundable security deposit amount.

13.2. It is stipulated by and between the parties herein that the Land Owners herein shall return the interest free refundable security deposit amount to the Developer herein immediately after taking possession of the Land Owner allocation.

13.3. **PAYMENT MODE**

In accordance with the settlement settled in between the Developer/Promoter and Land Owners herein and in accordance with this present Development Agreement, the Landowners will get Rs. 55,00,000.00 (Rupees Fifty Five Lakh) only as follows :-

PAYMENT DETAILS

<u>Date</u>	<u>Bank</u>	<u>Branch</u>	<u>Cheque No.</u>	<u>Amount</u>
30.03.2022	PNB	Rajarhat	523947	20,00,000.00
30.03.2022	PNB	Rajarhat	523948	20,00,000.00
30.05.2022	PNB	Rajarhat	523987	5,00,000.00
30.05.2022	PNB	Rajarhat	523988	5,00,000.00
25.11.2022	PNB	Rajarhat	747772	5,00,000.00

Total Rs. 55,00,000.00 (Rupees Fifty Five Lakh) only received by Land Owners at the time of the Development Agreement.

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ARTICLES IX DEVELOPER'S ALLOCATION

- 14.1. In consideration of the development work and/or contribution construction of the proposed building at the cost and expenses of the developer, the developer shall get and be entitled to have all the area of the proposed building excepting of the Land Owners allocated area including proportionate area of common space of land owners allocation as mentioned in the clause No. VII.
- 14.2. After the allotment of the said Landowner's Allocation as referred to hereinabove the developer shall be entitled to hold, occupy, possess and enjoy the remaining portion of the said buildings to its exclusive use and/or occupation and further be entitled to deal with and/or dispose of the same in any manner and to appropriate the entire amount of the consideration and/or rental arising thereof without any objection or obstruction by or on behalf of the land owner above named and/or any other person or party on its behalf or otherwise whatsoever.
- 14.3. In consideration of the above the developer shall be entitled to the remaining balance space of the total built up and/or constructed area leaving apart the land owners allocation in the building of the built up and/or constructed area to be constructed at the said premises together with the proportionate undivided share on the said land and with the right of user of common facilities and amenities and after delivering the owner allocation as mentioned in clause VII of this agreement. The developer shall be entitled to enter in to agreement for sell and transfer in his own name or in the name of his nominees and to receive and realise and collect all money in respect thereof and it is hereby expressly agreed by and between the parties here to that for the purpose of entering in to such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the owners and this agreement itself, shall be treated as consent of the owners.

ARTICLE X PERIOD OF COMPLETION

- 15.1. That the time is the essence of the instant contract and the developer at is

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own cost, expenses and responsibility shall complete the entire project within the specified time as mentioned hereunder.

- 15.2. That the Developer at its own costs and expenses within 42 (Forty Two) Months from the date of Development Agreement and Developer shall complete the entire project and shall hand over the Land Owner's allocated area.

ARTICLE XI DEVELOPER'S OBLIGATION

- 16.1. It is agreed and made clear that the Land Owners herein shall not in any manner be liable and/or responsible for the costs charges and expenses for the development of the said premises and/or construction of the proposed Building and in this respect the developer hereby agrees to keep the Land Owners absolutely indemnified and harmless.
- 16.2. The developer herein shall Keep the Land Owners absolutely indemnified and harmless against all action claims and demands which may arise due to any deviation and/or violation of the West Bengal Panchayet Act and Rules, The Contract Labour Abolition and Regulation Act, Workmen Compensation Act, 1923 and rules thereof and the West Bengal Building (Regulation of Promotion of construction and transfer of Promoters) Act. 1993, and provisions of the W.B. Sales Tax or Income Tax for the income to be accrued from this venture or any other act or rules that may be applicable.
- 16.3. The developer herein shall solely be responsible or liable for the payment of salaries wages, charges remuneration of all mistries masons, supervisors, architects, contractors, engineers, chowkidars, darwan and other employees and staffs as may be retained appointed and/or employed by the Developer and in this regard, the Land Owners shall not in any manner be responsible.
- 16.4. The developer shall also be liable to indemnify the Land Owners for the amount as may be incurred due to the Developer's unfinished work and relating to the developer's allocation in the proposed residential building and the developer shall be liable for all or any from the sanctioned plan and if any fine and penalty levied by any Authority the same to be paid safely by the

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developer.

- 16.5. The Developer shall be responsible or liable for any claims, demands, which may arise of the said premises, due to the development work in this position the developer find out the right way for negotiate the matter and find out solutions for smoothly carrying on construction work.

ARTICLE XII LAND OWNER'S OBLIGATIONS AND COVENANTS

- 17.1. The Land Owners shall render their best co-operation and assistance to the Developer in the matter of development of the said plot or construction of the proposed building as may be from time to time necessary or required.
- 17.2. The land owners herein shall sign execute and deliver all application, letters and papers and documents as may be necessary or required for obtaining telephone, electricity, water, drainage, sewerage and other publicity service, in or upon the said building or portion thereof in the name of the transferee/ owner or other person or persons in respect of Developer's allocation.
- 17.3. That the Land Owners further under takes to executed general power of attorney in favour of the Developer hereby the land owners will give the developer all the power required for the purpose of making such construction on their own risk and costs and the power to negotiate for sale and make registered deed documents for registration only in respect of developers allocation whatsoever required of their portion i.e. to say upto the limit of constructed area as mentioned above along with land share for such constructed area without any interference or obstruction of the Land Owners other then for breach of contract.
- 17.4. The Land Owners shall not in any manner object or obstruct the carrying on of the development of the said premises and/or construct of the said residential building and to do any act, deed, matter or development of the said premises and/or construction of the proposed building complex by the developer.
- 17.5. That the existing old building as standing upon the demise premises shall be demolish by the Land Owners at their own cost and expenses and all the

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demolish building material shall be the absolute property of the Land Owners and the Land Owners shall be entitled to deal with the dispose of the same according to their own choice persons.

- 17.6. That the Land Owners shall bound to registry the Agreement for Sale, Sale Deed etc. of all Flats & Car Parking Space areas in favour of Developer best choice person/persons for Developer Allocation Portion as advice by the said Developer and the Developer shall bound to sign and confirm that agreement for sale, deed/deeds as a confirming party.

**ARTICLE XIII LAND OWNERS AND DEVELOPER OBLIGATIONS
AND LIABILITIES**

- 18.1. The Developer shall construct the building with 'A' class materials as per specification mentioned in Seventh Schedule herein and the decision of the Architect shall be final and both the parties hereto shall be bound by the decision of the said Architect.
- 18.2. No part of this Agreement shall be deemed to constitute a partnership between of Owner and the Developer and parties hereto do not constitute or Association of persons or body of individuals.
- 18.3. Upon transfer of any complete part of Land Owner's Allocation to the Land Owners or their nominee, all the responsibilities for the said maintenance, repairs and renewals shall be at the Land Owners of their nominee's cost and the Developer shall not be called upon by the Land Owners to bear any part of such expenses.
- 18.4. For all other purposes for which no specific clause has been made in this agreement will be governed by all the enactment made in this behalf including Indian Contract Act. 1872, West Bengal Apartment Ownership Act. West Bengal Apartment Ownership Rules 1974, West Bengal Apartment Regulations of Construction and Transfer by Promoters Act. West Bengal Multi Storied Building Tax Act. and such other Acts and or any other Law or Act which ever is necessary and applicable in the "Said Property" for the time Being.

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- 18.5. Death of any party shall not have the effect of termination of this Development Agreement but in such case the nominees of the parties shall automatically step into bindings and shares to all intents and purpose.
- 18.6. That both the parties reserve the right to sue against each other of violation the terms, conditions and meaning of this Agreement as per the prevailing law of the land apart from right to sue for enforce this Agreement for specific performance for construct.

ARTICLE XIV RATES AND TAXES

- 19.1. The developer to pay all panchayet/municipal taxes, electric and telephone bills from the date of handing over possession of the said premises to the developer and all other rates and taxes as may be payable by the developer relating of its allocated portion of the demise premises and in the event of failure by the developer to pay the same, the owner shall be entitled to recover taxes as may to be paid by the Land Owners on account of the allocated area of the developer.
- 19.2. The developer and the transferee of the flats and other space in the building shall bear and pay the proportionate amount of the Panchayet/Municipal taxes and other taxes and rates whatsoever on the basis of the areas of the flat and car parking space of the building as may require by them respectively
- 19.3. The developer or the transferees of flat, and open car parking space of the said premises shall bear and pay the proportionate amount of cost of maintenance service charges on account of proper maintenance of common area essential service.
- 19.4. The Land Owners herein shall also respectively bear and pay the proportionate amount of costs, maintenance and service charges as may be found payable on account of areas to be allotted to them.

ARTICLE XV DOCUMENTATION

- 20.1. All fees, costs, charges and expenses for preparation of the proposed transfer deeds and all other deeds and documents shall be borne by the transferee &

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flats and other spaces of the proposed residential building and such fees, costs and expenses shall have to be related to the developer's allocation share not in any way relating to the Land Owners Allocated area.

- 20.2. That all the deeds of transfer shall contain all the restrictions and covenants as required for the purpose of the protection of the best interest of the said and all deeds and agreements shall be drawn by the developer's advocate.

ARTICLE XVI PENALTY/DAMAGE AND/OR TERMINATION OF AGREEMENT

- 21.1. That if the Developer abandon the Development project in mid way due its convenience and difficulties and unable to complete the proposed project the Developer shall serve notice to that effect to the Land Owners and then the owner reserve every right to rescind and or cancel the Development Agreement and have every liberty to entrust the said pending job to completed to any other person/authority concerned and in that event to Land Owners shall pay/disburse to the developer i.e. besides the amount of advance/collected from the intending purchaser/purchasers by the developer after making a valuation of the incomplete project by a valuer being commonly appointed by the owner and developer both within 180 Days (6 months) from the date of successful completion of the said valuation and the Land Owners shall and will take all responsibilities to full fill the terms and conditions of Agreement for sale as already executed by the Developer in respect of the Developer's Allocation with the intending purchaser.
- 21.2. That the Developer will bound to hand over possession of Land Owners Allocation with the time of 42 Months from the date of Development Agreement. If the Developer could not hand over possession of Land Owner Allocation with the time of 42 Months from the date of this Development Agreement, Developer will liable to compensate the Land Owners penal interest on such amount at standard rate of Bank Interest i.e. 12% p.a.

To be contdp/3)

ARTICLE XVII MISCELLANEOUS CLAUSES

- 22.1. That the developer shall be entitle to amalgamate the schedule plot of land with the other plot of the land owners hereby land/categorically assures the developer that they shall sign and execute all the documents as shall be required either for amalgamation of the said holding with the land owners with the adjacent holding as well as to sign and execute all necessary documents for sanctioning of building plan of amalgamating plot of land.
- 22.2. The quality and quantity of raw materials i.e. Bricks, Sand, Cement, Stone Chips, Rod together with other materials related with the making of the said multistorey building maintained by developer. The land owners will not be liable for any fault of said construction.
- 22.3. The top floor of the said building will be used by the flat owners as common basis to keep up the open space but not to occupied the place permanently. Common stair case, common space, drainage, privilege, common metier room etc. which will be common of the said residential building, the flat owner will be used jointly as common purpose and they never use this common portion as private purpose.

FIRST SCHEDULE ABOVE REFERRED TO

(Described of Land)

ALL THAT piece and parcel of Bastu land measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9191, Bastu land measuring an area of 08.70 (Eight point Seven Zero) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 1980, Bastu land measuring an area of 08.54 (Eight point Five Four) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 7914, measuring an area of 08 (Eight) Decimals of land in R.S. & L.R. Dag No. 1313, under L.R. Khatian No. 9190, Bastu land measuring an area of 05.625 (Five point Six Two Five) Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 1980, Bastu land measuring an area of 01.875 (One point Eight Seven Five

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Decimals of land in R.S. & L.R. Dag No. 1313/1815, under L.R. Khatian No. 7914, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1981, Pukur measuring an area of 09 (Nine) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 1980 and Pukur measuring an area of 03 (Three) Decimals of land in R.S. & L.R. Dag No. 1312, under L.R. Khatian No. 7914, total measuring an area of 61.74 (Sixty One point Seventy Four) Decimals of land, with 750 Square Feet Cemented Floor residential Pucca one storied structure, under Sabek Khatian No. 1318, R.S. Khatian No. 1467, situated at Mouza - Reckjoani, J.L. 13, R.e. Sa. 198, Touzi 2998 at present 10, Pargana Kolikata, P.S. Rajarhat, A.D.S.R. Office Bidhannagar (Salt Lake City) at present A.D.S.R. Office Rajarhat, under local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of North 24 Parganas. The original land lord which is the Government of West Bengal represented by the Collector of the North 24 Parganas.

<u>Land Owner</u>	<u>R.S. & L.R.</u>	<u>L.R.</u>	<u>Area</u>
<u>Name</u>	<u>Dag No.</u>	<u>Khatian No.</u>	<u>Decimals</u>
Angsu Prakash Mukherjee	1313	9191	08
Prabhat Kumar Mukherjee	1313	1980	08.0
@ Prabhat Mukherjee			
Arati Mukherjee	1313	7914	08.4
Arati Mukherjee	1313	9190	01
Prabhat Kumar Mukherjee	1313/1815	1980	5.65
@ Prabhat Mukherjee			
Arati Mukherjee	1313/1815	7914	1.85
Angsu Prakash Mukherjee	1312	1981	01
Prabhat Kumar Mukherjee	1312	1980	01
@ Prabhat Mukherjee			
Arati Mukherjee	1312	7914	01

Total area of Angsu Prakash Mukherjee, Prabhat Kumar Mukherjee @

To be contdP 2

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Prabhat Mukherjee and Arati Mukherjee (Land Owner Nos. 1 to 3 herein)
61.74 Decimals more or less.

The Property Butted and Bounded by

ON THE NORTH : R.S. & L.R. Dag No. 1313.
ON THE SOUTH : R.S. & L.R. Dag No. 1313.
ON THE EAST : R.S. & L.R. Dag No. 1310 & 1311.
ON THE WEST : 25' Feet wide Panchayet Road.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Proposed Building)

ALL THAT multi-storeyed building namely "SAKUNTALA ABASAN", consist of several self content individual residential Flats, Covered Car Parking Space, Open Car Parking Space and/or spaces including all common rights, amenities and/or facilities of the said proposed building together with undivided impartible proportionate share of underneath land as referred in the FIRST SCHEDULE referred hereinabove.

THIRD SCHEDULE ABOVE REFERRED TO

(Description of Land Owner's Allocation Portion)

ALL THAT 38% (Thirty Eight Percent) of Construction Area of the proposed building (G+4) is Land Owner's Allocation from each Floor consist of different self content individual residential Flat, Covered Car Parking Space, Open Car Parking Space etc. including all common right, amenities and/or facilities of the proposed building over and above of the said landed property together with undivided impartible proportionate share of land, described in the First Schedule hereinabove written, shall always be treated as Land Owner's Allocation Portion.

FORTH SCHEDULE ABOVE REFERRED TO

(Description of Developer Allocation Portion)

ALL THAT 62% (Sixty Two Percent) and/or remaining constructed area of s~~3~~

To be contdp/33

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multi-storeyed building consist of different self content individual residential Flats, Covered Car Parking Space, Open Car Parking Space etc. together with undivided impartible proportionate share and/or interest in the land mentioned in the First Schedule hereinabove written including all common easementary rights, amenities and/or facilities of the said proposed building save and except Land Owner's Allocation mentioned hereinabove of the said proposed Multi-Storeyed Building to be constructed on the aforesaid property shall always be considered as the Developer's Allocation Portion.

FIFTH SCHEDULE ABOVE REFERRED TO

(Common areas and facilities)

- i) Staircase on all the floors of the said building.
- ii) Staircase landing on all the floors of the said building.
- iii) Lift and common space for using Lift.
- iv) All Corridors, Lobbies, Common Passage including main entrance on the floor lead into the ultimate floor of the building.
- v) Water pump, Water tank, Water reservoir, overhead tank and water supply line.
- vi) Electric service line and electric main line, wiring electric meter for pump installed in the building and in the meter room.
- vii) Top roof of the said building.
- viii) The meter room.
- ix) Drainage and sewers.
- x) Septic Tank.
- xi) Boundary Wall and Main Gate.
- xii) Such other common parts areas, equipment, installation, fixtures fittings and spares in or about the building as are necessary space as to use of the said floor flat in common.
- xiii) Power Backup for common space.
- xiv) C.C. Camera.
- xv) Security Room.

To be contdp/31

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- xvi) The Purchaser/occupiers will enjoy other facility which will be created by the Developer/Promoter of the said Apartment i.e. "SAKUNTALA ABASAN".

SIXTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

(Proportionate to area of ownership)

- i) All cost of maintenance, operating, replacing, whitewashing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and also the outer walls, Lift etc. of the said building.
- ii) All charges and deposits for supplies of common utilities.
- iii) Panchayet/Municipal taxes and other outgoings save those as are separately assessed on the respective units.
- iv) Costs and charges of establishment for maintenance of the said land and building.
- v) All litigation expenses for protecting the title of the said land building.
- vi) All expenses referred above shall be borne and paid proportionately by the purchasers on and from the date of making over possession of his/their respective portion.
- vii) Insurance premiums to be paid for getting the building insured if any.
- viii) Cost of formation and operation of the company, association society for the maintenance of the building.
- ix) Electricity of the Car Parking Space.

SEVENTH SCHEDULE OF THE PROPERTY

(Specifications of Building)

(Manner of the completion of Owner's Allocation)

1. **CONCRETE** : R.C.C. works of Beams, Slabs, Lintels etc. will done in (1:1/2:3) water proofing and roof treatment will be provided at the time of finish.
2. **BRICK WORKS:**
 - a) 125 mm thickness brickwork will be done outside walls with 1st class bricks in cement and mortar (1:6) ratio.

To be contdp/15

(35)

b) 125 mm thick inside partition walls and 125 mm thick partition between the Units.

c) Walls between the units will be done with 1st class bricks in cement and mortar in (1:4) ratio.

3. PLASTERING :

a) 12 mm thick inside plaster with sand and cement mortar in (6:1) ratio.

b) 19 mm thick outside plaster with sand and cement mortar in (4:1) ratio.

4. FLOORING :

a) Vitrified tiles a bed rooms, living/dining rooms, verandah.

b) Anti skid vitrified tiles in bathrooms and side wall of the toilet and WC will be finished with glazed tiles and height upon 1800 mm.

c) Coloured glazed tiles 300 mm x 200 mm to be fixed on wall of kitchen height upto 1200 mm from cooking slab (Black Stone) size 1800 x 600 mm and granite top.

5. STAIRCASE :

a) Stair and corridor will be finished with vitrified Tiles.

6. WINDOW :

Aluminium sliding windows with outside MS Square Bar grill with glazed glass pane.

7. SANITARY & WATER SUPPLY :

a) PVC Pipe (Bansal or Supreme) for external line (100 mm).

b) Overhead reservoir will be R.C.C.

c) P.V.C. Rain water (Supreme) pipe for water disposal (100 mm).

d) Bansal or Supreme PVC for concealed pipe line will be used for Toilet/WC, Kitchen, Hot and Cold line in Toilets.

e) Outside running water GI pipes of Bansal or Supreme or Oriplash PVC make.

f) Porcelain white pan or Toilet (WC) European and other one as per requirement.

g) Concealed internal lines as necessary in kitchen, toilet and WC.

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h) CP stop Cock, Bib Cock, Angular Stop Clock etc in toilet and kitchen Basin and wall Mixture as necessary of ISI Mark.

i) Porcelain Hand wash Basin White of Hindware/Perryware make will be provided Geyser line will be provided in common toilet, S.S. Sinks for kitchen will provided.

8. **DOORS** : Door frames will be of best quality Sal Wood of Malaysi 4" x 2 1/2". All internal and main Door will be Flash door with standard lock with peep hole on Flat's main entrance door.

9. **PAINING** : Water proof cement (wall care will weather cote colour Berger/ISI brand good quality) on outside walls and plaster of paris or putty on inside walls.

10. **ELECTRIFICATION** :

a) Concealed or Semi-concealed wiring, built-in switch board with piano switches of ISI make, Wire will be provided of Havels brand. Main line 4 mm inter line 2.5 mm.

b) 2 (two) light points 1 (one) Fan point and 5 Amp. plug point, one point for A.C. in master Bed Room and 1 (one) Power point and 1 (one) light point in each bed room.

c) 2 (two) light points, 1 (one) Fan point, 5 Amp Point and Television point and Drawing Room and Fridge point at Drawing Room, inverter point and Washing Machine point.

d) 1 (one) Calling Bell point at Main Door.

e) 2 (two) light points, One 5 Amp. Plug and one Chimney/exhaust Fan point, power point for micro oven, aquaguard, one geyser point in common toilet/bath-room.

11. **LIFT** : a Lift of a reputed company will be provided.

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be paid as will be estimated by the Developer.

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IN WITNESS WHEREOF THE PARTIES the parties hereto of the One Part and Other Part have put their respective hands and seals the day, month and year written at the outset.

SIGNED SEALED AND DELIVERED

At KOLKATA in the presence of :

- 1) Jimirbaran Mandal,
Kanjialpara, Rajarhat,
Kolkata-700135.
- 2) Ranab K. Roychoudi
Reerjani, Rajarhat
KOL. 135.

Arjun Prakash Mukherjee

*Pradhat Kumar Mukherjee
@ Pradhat Mukherjee*

Arati Mukherjee

SIGNATURE OF THE LAND OWNERS

Dasu & Hajra Builders
Drup Basu @ Drup Basu
Partner

Dasu & Hajra Builders
Susanta Dasu
Partner

SIGNATURE OF THE DEVELOPER

(38)

RECEIVED a sum of Rs. 55,00,000.00 (Rupees Fifty Five Lakh) only from the herein above named Developer according to memo of consideration stated herein below :-

MEMO OF CONSIDERATION

<u>Date</u>	<u>Bank</u>	<u>Branch</u>	<u>Cheque No.</u>	<u>Amount</u>
30.03.2022	PNB	Rajarhat	523947	20,00,000.00
30.03.2022	PNB	Rajarhat	523948	20,00,000.00
30.05.2022	PNB	Rajarhat	523987	5,00,000.00
30.05.2022	PNB	Rajarhat	523988	5,00,000.00
25.11.2022	PNB	Rajarhat	747772	5,00,000.00

Total Rs. 55,00,000.00 (Rupees Fifty Five Lakh) only received by the Land Owners.

Ankur Prakash Mukherjee
Prabhat Kumar Mukherjee
@ *Prabhat Mukherjee*

Arati Mukherjee

SIGNATURE OF THE LAND OWNERS

Drafted, Read and Explained by:

Rani Kana Das
Rani Kana Das
Advocate
En No. - 708/707/90
Barasat Judges' Court
Barasat, North 24 Parganas

Computer by:

Timirbaran Mandal
Timirbaran Mandal

Kanjial Para, Rajarhat.

WITNESSES

1. *Timirbaran Mandal*
Kanjialpara, Rajarhat,
Kolkata - 700135.
2. *Pranab K. Roychoudhury*
Reckjoani, Rajarhat
267 - 135.

DISTRICT OF NORTH 24 PARGANAS

FINGER PRINT'S FORM

Name **SRI ANGSU PRAKASH MUKHERJEE**

Presentant/Claimant



Angsu Prakash Mukherjee

LEFT HAND				
Little	Ring	Middle	Fore	Thumb

RIGHT HAND				
Thumb	Fore	Middle	Ring	Little

Signature *Angsu Prakash Mukherjee*

Name **SRI PRABHAT KUMAR MUKHERJEE @ PRABHAT MUKHERJEE**

Presentant/Claimant



Prabhath Kumar Mukherjee
Prabhath Mukherjee

LEFT HAND				
Little	Ring	Middle	Fore	Thumb

RIGHT HAND				
Thumb	Fore	Middle	Ring	Little

Signature *Prabhath Kumar Mukherjee*
@ Prabhath Mukherjee

DISTRICT OF NORTH 24 PARGANAS

FINGER PRINT'S FORM

Name ARATI MUKHERJEE

Presentant/Claimant



LEFT HAND				
Little	Ring	Middle	Fore	Thumb

RIGHT HAND				
Thumb	Fore	Middle	Ring	Little

Signature

Arati Mukherjee

Name SRI ARUP BOSE alias ARUP BASU

Presentant/Claimant



LEFT HAND				
Little	Ring	Middle	Fore	Thumb

RIGHT HAND				
Thumb	Fore	Middle	Ring	Little

Signature

Arup Bose
Arup Basu

DISTRICT OF NORTH 24 PARGANAS

FINGER PRINT'S FORM

Name SRI SUSANTA HAJRA

Presentant/Claimant



LEFT HAND				
Little	Ring	Middle	Fore	Thumb

RIGHT HAND				
Thumb	Fore	Middle	Ring	Little
[Fingerprint]			[Fingerprint]	[Fingerprint]

Signature Susanta Hajra

Name

Presentant/Claimant



LEFT HAND				
Little	Ring	Middle	Fore	Thumb
	[Fingerprint]			

RIGHT HAND				
Thumb	Fore	Middle	Ring	Little

Identified by me

Signature Ranab K. Roychoudhury

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



192022230189938941

GRN Details

GRN:	192022230189938941	Payment Mode:	Online Payment
GRN Date:	25/11/2022 09:08:39	Bank/Gateway:	State Bank of India
BRN :	CKV4896387	BRN Date:	25/11/2022 09:10:18
GRIPS Payment ID:	251120222018993893	Payment Init. Date:	25/11/2022 09:08:39
Payment Status:	Successful	Payment Ref. No:	2003325434/3/2022 (Query No * Query Year)

Depositor Details

Depositor's Name:	BASU AND HAJRA BUILDERS
Address:	KANJIALPARA, K.C. PAL APARTMENT, RAJARHAT, NORTH 24 PGS., West Bengal, 700135
Mobile:	9830668849
Contact No:	9831236142
Depositor Status:	Buyer/Claimants
Query No:	2003325434
Applicant's Name:	Org MANDAL AND ASSOCIATE
Identification No:	2003325434/3/2022
Remarks:	Sale, Development Agreement or Construction agreement Payment No 3
Period From (dd/mm/yyyy):	25/11/2022
Period To (dd/mm/yyyy):	25/11/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003325434/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	14521
2	2003325434/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	15021
Total				19542

IN WORDS: ONE LAKH TWENTY NINE THOUSAND FIVE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Deed No.	I-1523-19244/2022	Date of Registration	01/12/2022
Query No / Year	1523-2003325434/2022	Office where deed is registered	
Query Date	23/11/2022 2:13:35 PM	A D S R RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	MANDAL AND ASSOCIATE KANJIALPARA, Thana : Rajarhat, District : North 24-Parganas, WEST BENGAL, PIN - 700135, Mobile No. : 9830668849, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 55,00,000/-]		
Set Forth value	Market Value		
Rs 10/-	Rs. 3,39,06,086/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 75,021/- (Article:48(g))	Rs. 55,021/- (Article:E, E, B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rejjoyani, JI No: 13, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1313 (RS :-)	LR-9191	Bastu	Bastu	8 Dec	1/-	47,93,666/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road.
L2	LR-1313 (RS :-)	LR-1980	Bastu	Bastu	8.7 Dec	1/-	52,13,112/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road.
L3	LR-1313 (RS :-)	LR-7914	Bastu	Bastu	8.54 Dec	1/-	51,17,238/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road.
L4	LR-1313 (RS :-)	LR-9190	Bastu	Bastu	8 Dec	1/-	47,93,666/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road.
L5	LR-1313/1815 (RS :-)	LR-1980	Bastu	Bastu	5.625 Dec	1/-	33,70,546/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road.
L6	LR-1313/1815 (RS :-)	LR-7914	Bastu	Bastu	1.875 Dec	1/-	11,23,516/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road.
L7	LR-1312 (RS :-)	LR-1981	Bastu	Pukur	9 Dec	1/-	38,52,039/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road.

LR-1980	Bastu	Pukur	9 Dec	1/-	38,52,039/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
LR-7914	Bastu	Pukur	3 Dec	1/-	12,84,014/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
TOTAL :			61.74Dec	9 /-	333,99,836 /-	
Grand Total :			61.74Dec	9 /-	333,99,836 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6	750 Sq Ft.	1/-	5,06,250/-	Structure Type: Structure

Floor No: 1, Area of floor : 750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Pucca, Extent of Completion: Complete

Total :	750 sq ft	1 /-	5,06,250 /-	
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Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	ANGSU PRAKASH MUKHERJEE (Presentant) Son of Late RASHBEHARI MUKHERJEE RECKJOANI, City:- Not Specified, P.O:- RAJARHAT P. S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Hindu, Occupation: Retirec Person, Citizen of: India, PAN No.:: BFxxxxxx0D, Aadhaar No: 46xxxxxxx0297, Status :Individual, Executed by Self, Date of Execution: 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022, Place : Pvt. Residence, Executed by: Self, late of Executi- 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022, Place : Pvt. Residence
2	PRABHAT KUMAR MUKHERJEE, (Alias: PRABHAT MUKHERJEE) Son of Late RASHBEHARI MUKHERJEE RECKJOANI, City:- Not Specified, P.O:- RAJARHAT P. S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Hindu, Occupation: Busine Citizen of: India, PAN No.:: BFxxxxxx9N, Aadhaar No: 56xxxxxxx0241, Status :Individual, Executed by: Self, D of Execution: 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022, Place : Pvt. Residence, Executed by: Self, late of Executi- 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022, Place : Pvt. Residence

ARATI MUKHERJEE

Daughter of Late RASHBEHARI MUKHERJEE RECKJOANI, City:- Not Specified, P.O:- RAJARHAT, P.S:-
 Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Hindu,
 Occupation: House wife, Citizen of: India, PAN No.:: CJxxxxxx7L, Aadhaar No: 76xxxxxxxx7115, Status :Individual
 Executed by: Self, Date of Execution: 25/11/2022
 Admitted by: Self, Date of Admission: 25/11/2022,Place : Pvt. Residence, Executed by: Self, Date of Execution:
 25/11/2022
 Admitted by: Self, Date of Admission: 25/11/2022,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BASU AND HAJRA BUILDERS KANJIALPARA, K C Pal Apartment, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 , PAN No.:: AAxxxxxx0E,Aadhaar No Not Provided by UIDAI, Statu Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ARUP BOSE, (Alias Name: ARUP BASU) Son of Late INDU BHUSAN BASU KANJIALPARA, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat District:-North 24-Parganas, West Bengal, India, PIN:- 700135, Sex: Male, By Caste: Hindu, Occupati Business, Citizen of: India, , PAN No.:: AKxxxxxx3H, Aadhaar No: 94xxxxxxxx6049 Status : Representative, Representative of : BASU AND HAJRA BUILDERS (as PARTNER)
2	SUSANTA HAJRA Son of Late SURENDRA NATH HAJRA KANJIALPARA, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx2F, Aadhaar No: 97xxxxxxxx3515 Statu Representative, Representative of : BASU AND HAJRA BUILDERS (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
PRANAB KUMAR RAYCHAUDHURI Son of Late NANU ROY CHAUDHURY RECKJOANI, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135			
Identifier Of ANGSU PRAKASH MUKHERJEE, PRABHAT KUMAR MUKHERJEE, ARATI MUKHERJEE, ARUP BOSE, SUSANTA HAJRA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
	ANGSU PRAKASH MUKHERJEE	BASU AND HAJRA BUILDERS-8 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	PRABHAT KUMAR MUKHERJEE	BASU AND HAJRA BUILDERS-8.7 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	ARATI MUKHERJEE	BASU AND HAJRA BUILDERS-8.54 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	ARATI MUKHERJEE	BASU AND HAJRA BUILDERS-8 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	PRABHAT KUMAR MUKHERJEE	BASU AND HAJRA BUILDERS-5.625 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	ARATI MUKHERJEE	BASU AND HAJRA BUILDERS-1.875 Dec

Transfer of property for L7

Sl.No	From	To. with area (Name-Area)
1	ANGSU PRAKASH MUKHERJEE	BASU AND HAJRA BUILDERS-9 Dec

Transfer of property for L8

Sl.No	From	To. with area (Name-Area)
1	PRABHAT KUMAR MUKHERJEE	BASU AND HAJRA BUILDERS-9 Dec

Transfer of property for L9

Sl.No	From	To. with area (Name-Area)
1	ARATI MUKHERJEE	BASU AND HAJRA BUILDERS-3 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	ANGSU PRAKASH MUKHERJEE	BASU AND HAJRA BUILDERS-250.00000000 Sq Ft
2	PRABHAT KUMAR MUKHERJEE	BASU AND HAJRA BUILDERS-250.00000000 Sq Ft
3	ARATI MUKHERJEE	BASU AND HAJRA BUILDERS-250.00000000 Sq Ft

Details as per Land Record

Block 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rejjoyani, JI No: 1
700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1313, LR Khatian No:- 9191	Owner: অঃপ্রকাশ মুখার্জী, Gurdian: রাস বিহারী মুখার্জী, Address: নিজ , Classification: বাগান, Area: 0.08000000 Acre,	ANGSU PRAKASH MUKHERJEE
L2	LR Plot No:- 1313, LR Khatian No:- 1980	Owner: প্রভাত মুখার্জী, Gurdian: রাসবিহারী , Address: রেকজোয়ানী , Classification: বাগান, Area: 0.09000000 Acre,	PRABHAT KUMAR MUKHERJEE
L3	LR Plot No:- 1313, LR Khatian No:- 7914	Owner: আরতী মুখার্জী, Gurdian: রাসবিহারী মুখার্জী (মৃত), Address: রেকজোয়ানী , Classification: বাগান, Area: 0.09000000 Acre,	ARATI MUKHERJEE
L4	LR Plot No:- 1313, LR Khatian No:- 9190	Owner: আরতী মুখার্জী, Gurdian: রাস বিহারী মুখার্জী, Address: নিজ , Classification: বাগান, Area: 0.08000000 Acre,	ARATI MUKHERJEE
L5	LR Plot No:- 1313/1815, LR Khatian No:- 1980	Owner: প্রভাত মুখার্জী, Gurdian: রাসবিহারী , Address: রেকজোয়ানী , Classification: বাস, Area: 0.05000000 Acre,	PRABHAT KUMAR MUKHERJEE
L6	LR Plot No:- 1313/1815, LR Khatian No:- 7914	Owner: আরতী মুখার্জী, Gurdian: রাসবিহারী মুখার্জী (মৃত), Address: রেকজোয়ানী , Classification: বাস, Area: 0.02000000 Acre,	ARATI MUKHERJEE
L7	LR Plot No:- 1312, LR Khatian No:- 1981	Owner: অঃপ্রকাশ মুখার্জী, Gurdian: রাস বিহারী, Address: রেকজোয়ানী , Classification: পুকুর, Area: 0.10000000 Acre,	ANGSU PRAKASH MUKHERJEE
L8	LR Plot No:- 1312, LR Khatian No:- 1980	Owner: প্রভাত মুখার্জী, Gurdian: রাসবিহারী , Address: রেকজোয়ানী , Classification: পুকুর, Area: 0.09000000 Acre,	PRABHAT KUMAR MUKHERJEE
L9	LR Plot No:- 1312, LR Khatian No:- 7914	Owner: আরতী মুখার্জী, Gurdian: রাসবিহারী মুখার্জী (মৃত), Address: রেকজোয়ানী , Classification: পুকুর, Area: 0.02000000 Acre,	ARATI MUKHERJEE

25-11-2022

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 3,39,06,086/-

B. Sanjay

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

On 25-11-2022

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

Presented for registration at 16:00 hrs. on 25-11-2022, at the Private residence by ANGSU PRAKASH MUKHERJEE one of the Executants.

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

Execution is admitted on 25/11/2022 by 1. ANGSU PRAKASH MUKHERJEE, Son of Late RASHBEHARI MUKHERJEE, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Retired Person, 2. PRABHAT KUMAR MUKHERJEE, Alias PRABHAT MUKHERJEE, Son of Late RASHBEHARI MUKHERJEE, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business, 3. ARATI MUKHERJEE Daughter of Late RASHBEHARI MUKHERJEE, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession House wife

Indetified by PRANAB KUMAR RAYCHAUDHURI, . . Son of Late NANU ROY CHAUDHURY, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by profession Business

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

Execution is admitted on 25-11-2022 by ARUP BOSE, . ARUP BASU PARTNER, BASU AND HAJRA BUILDERS (Partnership Firm), KANJIALPARA, K C Pal Apartment, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by PRANAB KUMAR RAYCHAUDHURI, . . Son of Late NANU ROY CHAUDHURY, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN:- 700135, by caste Hindu, by profession Business

Execution is admitted on 25-11-2022 by SUSANTA HAJRA, PARTNER, BASU AND HAJRA BUILDERS (Partnership Firm), KANJIALPARA, K C Pal Apartment, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by PRANAB KUMAR RAYCHAUDHURI, . . Son of Late NANU ROY CHAUDHURY, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by profession Business

B. Sanjay

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

01/11/2022

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 55,021.00/- (B = Rs 55,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by by online = Rs 55,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal Online on 25/11/2022 9:10AM with Govt. Ref. No: 192022230189938941 on 25-11-2022, Amount Rs: 55,021/-, Bank Name: State Bank of India (SBIN0000001), Ref. No. CKV4896387 on 25-11-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by by online = Rs 74,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal Online on 25/11/2022 9:10AM with Govt. Ref. No: 192022230189938941 on 25-11-2022, Amount Rs: 74,521/-, Bank Name: State Bank of India (SBIN0000001), Ref. No. CKV4896387 on 25-11-2022, Head of Account 0030-02-103-003-02

Sanjoy Basak

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

On 01-12-2022

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 (g) of Indian Stamp Act 1899.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 500.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4394, Amount: Rs.500.00/-, Date of Purchase: 24/11/2022, Vendor name: M [

Sanjoy Basak

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

Register of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1523-2022, Page from 728274 to 728326
being No 152319244 for the year 2022.



Digitally signed by SANJOY BASAK
Date: 2022.12.06 17:45:33 +05:30
Reason: Digital Signing of Deed.

Sanjoy Basak

(Sanjoy Basak) 2022/12/06 05:45:33 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)