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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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28/09/22  
 e-772875198

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

*[Signature]*  
 District Sub-Register-1  
 Alipore, South 24-parganas  
 28/09/2022

**DEVELOPMENT AGREEMENT**  
**(Registered)**

**THIS DEVELOPMENT AGREEMENT** is made this the 28<sup>th</sup> day of, September, Two Thousand and Twenty Two (2022) **BETWEEN** **SMT. KALPANA MUKHERJEE** wife of Sri Gour Mukherjee, PAN: AEYPM8852Q, Aadhar No. 8805 2745 8595, by Occupation-Retired, by Nationality Indian residing at 6C, Panditiya Road, P.S. Gariahat, Kolkata 700 029, hereinafter called or referred to as the **LANDOWNER** (which



Sl. No. 13465 Date 24 AUG. 2022

Sold to.....

of.....

Rupees..... 100

M. K. HALDAR  
Advocate, Alipore Judges' Court  
Kolkata - 27

Samiran Das  
Stamp Vendor  
Alipore Police Court  
South 24 Pgs., Kol-27



DEVELOPMENT AGREEMENT  
(Registered)

Sara Binay Gayen  
Ho Samir Gayen  
Alipore Judges Court  
Kol-27

DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS, ALIPORE  
28 SEP 2022

expression shall unless excluded by or repugnant to the context be deemed to include her heirs, administrators, legal representative successors, and assigns) of the **FIRST PART**

AND

**M/S. URBAN NEST**, (PAN-AAGFU7294Q) a Partnership firm having its office at 121/24E, North Purbachal Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078, represented by its Partners namely (1) **SRI SAMBHU BHUNIA**, (PAN-APDPB0334G), Aadhar No. 9760 8861 6372, son of Sri Radhashyam Bhunia, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 129/11A, Purbachal Kalitala Road, presently Police Station – Garfa, Kolkata – 700 078 and (2) **SRI DILIP CHANDA**, (PAN-AVPPS4966B) (Aadhaar No.7511 3592 1421), son of Late Netai Chanda, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 92, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078, District : South 24-Parganas, hereinafter called or referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include their Successors in interest, administrators, legal representatives and assigns) of the **SECOND PART**

**WHEREAS :**

1. That one Nanda Kishor Mondal and Ram Kishor Mondal were the Joint Owners of Land under Touzi No. 56, R.S. No. 3, J.L. No.25, under



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS. ALIPORE  
28 SEP 2022



C.S. Khatian No. 3 & 5, at Mouza- Nayabad, P.S. Kasba now Purba Jadavpur, District 24 Parganas. Thereafter the Legal heir of the above referred Land filed a Title Suit Before the Ld. 3<sup>RD</sup> Sub-Judge at Alipore vide Title Suit No. 16 of 1941 for Partition of the said Land along with others Landed Property and thereafter the said suit was decreed on 04/06/1971 and according to the said Decree the Plaintiff No 5 of the said Suit i.e. Jugal Chandra Mondal got exclusively the Land measuring 20 Bighas, under C.S. Dag No. 102, Mouza- Nayabad and Land measuring 09 Bighas under C.S. Dag No. 31, C.S. Khatian No. 5 & 6, Mouza- Nayabad in total 29 Bighas more or less. Thereafter the said 29 Bighas Land recorded under R.S. Khatian No. 127 & 128, under R.S. Dag No. 195, at Mouza- Nayabad, District 24 Parganas in the name of the said Jugal Chandra Mondal. Thereafter the said Jugal Chandra Mondal while enjoyed and possessed the said Land as absolute Owner thereof, the said Jugal Chandra Mondal entered into an Agreement for Sale on 28/04/1969 with one Kanti Ranjan Chakraborty son of Late Nalini Mohan Chakraborty.

2. Thereafter the said Jugal Chandra Mondal died intestate on 06/08/1971 leaving behind his daughter in law Smt. Gouri Rani Mondal and one Granddaughter Smt. Kusumika Das as his legal heirs and successors and both jointly inherited the said 29 Bighas Land. Thereafter the said Kanti Ranjan Chakraborty filed a suit for Specific performance of Contract before the Ld. 3<sup>rd</sup> Sub Judge at Alipore against the above mentioned Legal heirs of

the Jugal Chandra Mondal for handover the possession of the said Land in his favour as well as register the Deed of Conveyance in respect of the said 29 Bighas Land in favour of the Kanti Ranjan Chakraborty. Thereafter the Ld. Judge delivered an Order on 14/03/1996 and direction to the District Register / Sub Register to register the said Land in favour of the Kanti Ranjan Chakraborty. And according to the said Order the said land register in favour of said Kanti Ranjan Chakraborty on 15/03/1996 by a Deed of Conveyance vide Deed No. 1079 and registered at DSR at Alipore and recorded in Book No. 1, Volume No. 20, Pages from 496 to 503 for the year 1996.

3. Thereafter the said Kanti Ranjan Chakraborty appointed and engaged one M/S. K. B. Warehousing Corporation, whose Partners being (i) Javed Ahmed Khan son of Late Karim Box Khan , religion Muslim, (ii) Sri Chandan Kumar Mondal son Sri Jahar Lal Mondal, religion-Hindu, resing 52, Dhapa Road, Tiljala, Kolkata 700 039, (iii) Sri Tapan Kumar Bhowmik son of Late Balai Lal Bhowmik, religion-Hindu, residing at 53/2, Debendra Chandra Dey Road, Kolkata 700 015, for disposing the said 29 Bighas of Land and the Partners of the said Warehousing Corporation made a scheme plan by dividing the whole 29 Bighas of Land into Nos. of small Plots 1 to 58 Nos. Plots into 2 Blocks- A & B, and the said entire Land divided into said small plots with common Passage for ingress and egress and thereafter the said Kanti Ranjan Chakraborty sold, transferred



ALL THAT piece and parcel of Land measuring 04 Cottahs 06 Chittacks more or less comprised in R.S. Khatian No. 127, R.S. Dag No. 195, J.L. No. 25, R.S. No. 3, Touzi No. 56, being Scheme Plot No.1 & 19, at Mouza Nayabad, P.S. Purba Jadavpur, District 24 Parganas(s), Being KMC Premises No. 2711, Nayabad, Kolkata 700099, P.S. Purba Jadavpur, Ward No. 109 to one Smt. Kalpana Mukherjee wife of Gour Mukherjee, the present Owner herein by a Bengali Deed of Conveyance vide Deed No. 4828 of 2000. In the said Deed the said Kanti Ranjan Chakraborty executed as Vendor, The Smt. Kalpana Mukherjee executed as Vendee and M/s. K. B. Warehousing Corporation executed as Confirming Party. The said Deed was registered at DSR-III at Alipore, 24 Parganas(s) and recorded in Book No. 1, Volume No. 126, Pages from 51 to 64, Being No. 4828 for the year 2000.

4. That after the said purchase the present Owner Smt. Kalpana Mukherjee mutated her name before the B.L. & L. R.O on 05/07/2002 vide Reference No. 13/2002 and the B.L. & L. R.O. authority issued a mutation certificate on 05/07/2002 wherein they confirmed the said Land under Rs. Dag No. 195, R.S. Khatian No. 127, Mouza Nayabad, District- 24 Parganas(s)gal and the Owner Smt. Kalpana Mukherjee also mutated her name before the Kolkata Municipal Corporation in respect of the said Land measuring 04 Cottah 06 Chittacks more or less and known as KMC

Premises No. 2711, Nayabad, Kolkata 700099, Assessee No. 311090828300 and had been paying the Taxes before the KMC.

5. That according to the above recital the present Owner became the absolute Owner of the said Premises No.2711, Nayabad, Kolkata 700099, P.S. Purba Jadavpur, Ward No. 109 containing an area measuring 04 Cottahs 06 Chittacks sq. ft. more or less and the Landowner hereof exercised her all right, title interest in the said plot of land more particularly mentioned in the FIRST SCHEDULE hereunder written.

6. That\_ at present the landowner hereof, with due intention to develop the said premises by erecting a Ground plus Four Storied building on the said Land according to the sanction plan, of Kolkata Municipal Corporation, approached the Party of the Other Part hereto i.e. Developer hereof to construct a building on the FIRST SCHEDULE below Property as per sanction building plan of the Kolkata Municipal Corporation with a view to entirely for commercial purpose.

7. Thereafter that upon the said approach of the Land Owner, the Developer hereof inspected the all original documents and papers relating to the said land / premises and physically inspected the site of the land and got themselves satisfied and after protracted discussion with the Land Owner hereof, the Developer agreed to develop the said property by erecting a Ground Plus Four Storied building thereon according to the said sanctioned



building plan of Kolkata Municipal Corporation on the terms and conditions hereunder written.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO TO as follows: -

ARTICLE -I

DEFINITION

Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them: -

- 1) OWNER shall mean SMT. KALPANA MUKHERJEE and include her legal heirs, successors, executors, administrators and legal representatives.
- 2) DEVELOPER shall mean M/S. URBAN NEST, (PAN-AAGFU7294Q) a Partnership firm having its office at 121/24E, North Purbachal Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078..
- 3) BUILDING shall mean Ground plus Four storied building to be constructed on the First Schedule property according to plan to be sanctioned by the Kolkata Municipal Corporation at premises No. 2711, Nayabad, Kolkata 700 099, Ward No. 109,
- 4) COMMON FACILITIES AND AMENITIES shall include corridors, stairways, passageways, common lavatories, underground water reservoir, overhead water tank, water pump and motor and roof, Lift, common

passage of the building, electric main / common meter and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment provisions, maintenance and management of the building.

5) SALEABLE SPACE shall mean Flats, Car Parking Space and other space of the said building available for independent use and occupation of the Developer's Allocation, after making due provisions for common facilities and the space required therefore save and except the Owner's Allocation mentioned in the SECOND SCHEDULE hereunder written.

6) OWNER'S ALLOCATION shall mean the after construction of the entire building according to the sanction building plan of Kolkata Municipal Corporation by the Developer with their own fund, the Developer will deliver the 45% of the entire proposed Building. The said 45% of the Owner's Allocation would be ENTIRE SECOND FLOOR and One Flat North East side of the Forth / Top Floor and Three Nos. (3) of Car Parking Space of the proposed Building to be provided by the Developer to the Land Owner and same to be treated as OWNER'S ALLOCATION of the proposed building.

Remaining area out of the 45% of the Owner's Allocation of the 4<sup>th</sup> Floor South East Side Flat and remaining area of the Car Parking Space to be sold by the Developer with their Share of the said Flat and Car Parking



Space and the Developer will transfer the sale proceed of the said remaining area of Flat and Car Parking Space to the Landowner.

The said proposed building to be constructed on the First Schedule property by the Developer according to the sanction plan of KMC and the above mentioned Flat to be delivered to the Land Owner in lieu of her land more particularly mentioned in the SECOND SCHEDULE hereunder written.

The Developer will also pay a sum of Rs. 15,00,000/- (Rupees Fifteen Lakh) only as non-adjustable amount to the Land Owner and the Developer will pay the said amount to the Land Owner as follow:-

- |  |                 |
|--|-----------------|
| A) At the execution of this Agreement                                      | Rs. 1,00,000/-  |
| B) Within one month from the date of this Agreement                        | Rs. 4,00,000/-  |
| C) At the time of complete Brick Work of the<br>building Proposed Building | Rs. 10,00,000/- |

7) DEVELOPER'S ALLOCATION shall mean the remaining 55% share of the proposed building after providing the Owner's Allocation mentioned above, i.e. ENTIRE FIRST FLOOR and THIRD FLOOR AND FOUR No. (4) CAR PARKING SPACE AND 55% SHARE OF ANOTHER CAR PARKINMG SPACE and other Space on the Ground Floor of the proposed building mentioned above more particularly mentioned in the THIRD SCHEDULE hereunder written.

8) BUILDING PLAN shall mean the plan or plans for the proposed construction of the new building/s after getting maximum FAR from the KMC and also to be submitted before the Kolkata Municipal Corporation, by the Developer at their cost and expenses which include any amendments hereto, and / or modifications thereof.

9) ARCHITECT shall mean any qualified person or persons or firm or firms approved by the KMC authority appointed or nominated by the Developer as Architect or Architects of the new building/s to be constructed upon the said premises.

10) FORCE MAJEURE shall mean flood, riot, war storm, tempest, civil commotion, or any act of the god which is beyond the control of parties hereto affected thereby.

11) COMMON PURPOSES shall mean and include the purposes of maintaining and managing the said property /premises / land and / or building /buildings and in particular the common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the party's interest relating to the said property / premises land and / or building or buildings and the use and enjoyment thereof.

#### ARTICLE -II: OWNER'S REPRESENTATION

1. The Land Owner hereof is the absolute Owner of ALL THAT the said land with structure and have agreed to make over and deliver to the



Developer the vacant khass and peaceful possession of the said land for the purpose of construction of the proposed building after execution of this Agreement in respect of the land more particularly mentioned in the FIRST SCHEDULE hereunder.

2. The Landowner has good, clear, marketable title in respect of the said premises and have right to enter into this agreement with the Developer.
3. None other than the Landowner has any right, title, interest, claim and / or demand whatsoever over and in respect of the said property and / or portion thereof and the said property is free from all encumbrances, charges, lines, attachments, trust whatsoever and howsoever and no suit or proceeding in respect of the said land is pending.
4. That Prior to the execution of this agreement the Landowner has not entered into any Agreement for Sale, Development, Leases, transfer of the FIRST SCHEDULE property with any other persons.
5. That all arrears rents, taxes, charges and rates and the mutation cost in the name of the Owner in respect of the said land till the date of execution this present shall be paid by the Landowner in this respect, the Developer have no financial liability relating to the same and the Developer shall be liable to pay the rent, rates and taxes and other charges from the

date of execution of this agreement till the completion and delivery of OWNERS' ALLOCATION of the Building complete in all respect.

6. That at the time of Execution of this Agreement the Landowner shall handover all original documents of the FIRST SCHEDULE Property to the Developer for complete the necessary documents of construction of the proposed building with valid receipt .

ARTICLE -III:

DEVELOPER'S RIGHTS & OBLIGATIONS:

1. The Developer hereby agrees and covenants with the Land Owner that the Developer will complete the construction of the new building in all respects within 24 (Twenty Four ) months from the date of sanction building plan in respect of the First Schedule property and shall also handover the aforesaid Owner's Allocated share within the said stipulated period of 24 months from the date of sanction of building plan from the KMC without pandemic situation. The time in these respects will be deemed to be the essence by the contract.

2. The Developer hereby agrees and covenants with the Landowner not to do any act deed or thing whereby the Landowner is prevented from enjoying, selling, assigning and / or disposing of any portion of the Owner's Allocation in the new building in the said premises.



3. The Developer hereby undertakes to construct the building diligently and expeditiously and to make over the possession the Owner's Allocation to the Owner herein within 24 Months from the date of sanction building plan from the KMC unless prevented by the act of God beyond their reasonable control and also without pandemic situation of the state.

4. The Landowner hereby grant to the Developer with exclusive right to build, construct, erect and complete the said building and to sale the Developer's Allocated areas by entering into agreement for sale and / or transfer in accordance with the said sanction plan of Kolkata Municipal Corporation.

5. The Developer shall prepare, modify and /or alter the building plan and submit the same to the Kolkata Municipal Corporation and shall pay and bear all fees including Architect fees, charges and sanction fees other expenses etc. required to be paid or deposited for obtaining the sanction plan from the Kolkata Municipal Corporation for the construction of the building at the said premises provided however that the Developer shall have exclusively right to collect all refunds from the Kolkata Municipal Corporation.

6. The Developer shall be entitled to the Developer's Allocated portion as saleable space in the building to be constructed at the said premises together with the proportionate undivided share in the said land along with

the common areas facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building after handing over the Owner's Allocated portion to the Landowners herein within the aforesaid stipulated time herein stated.

7. The Developer shall be entitled for their allocation and to enter into agreement for sale, and to take advance from the proposed Purchaser / Purchasers hereby at their own risk and responsibility and transfer transferees for their residential purpose in respect of the Developer's allocated portion of the said building. The Developer shall not deliver the possession of the Developer's Allocated portion to any of the transferees of the Developer until the Developer makes over possession of the Owner's Allocation to the Owner.

8. In construction of the buildings and providing dwelling units the Developer shall install in the said buildings at its own costs and expenses, the water storage tanks, overhead reservoirs, electrical installations, electrical wirings, water pipes, sanitary wares and all other facilities and amenities attendant to dwelling units and / or ownership flats and / or as required to be provided in such building to make the dwelling units for comfortable habitation.



ARTICLE -IVCONSIDERATION

In consideration of the said land, the Landowner has agreed to grant the Developer to exclusive right to develop the said premises according to the sanction-building plan of the appropriate authority and after construction of the entire building together with all amenities thereto the Developer hereby agrees to deliver the Developer will deliver the 45% of the entire proposed Building. The said 45% of the Owner's Allocation would be ENTIRE SECOND FLOOR and North-East side Flat of the Forth / Top Floor and Three Nos. (3) of Car Parking Space one of the proposed Building to be provided by the Developer to the Land Owner and same to be treated as OWNER'S ALLOCATION of the proposed building.

Remaining area out of the 45% of the Owner's Allocation of the 4<sup>th</sup> Floor South East Side Flat and remaining area of the Car Parking Space to be sold by the Developer with their Share of the said Flat and Car Parking Space and the Developer will transfer the sale proceed of the said remaining area of Flat and Car Parking Space to the Landowner.as described in the SECOND SCHEDULE hereunder written at KMC Premises No. 2711, Nayabad, Kolkata 700 099, Ward No. 109, P.S. Purba Jadavpur.

ARTICLE -V  
PROCEDURE

That the Landowner shall grant in favour of the Developer a GENERAL POWER OF ATTORNEY and one DEVELOPMENT POWER OF ATTORNEY as may be required by the Developer for the purpose of construction of the building and all other necessary permissions from the appropriate authority in connection with the construction of the building and to construct a building as per the said sanctioned building plan and to collect advance from Intending Purchaser / Purchasers of the Developer's Allocated portion and also to execute all Deed of Declaration, Affidavit, Deed of Gift to KMC, all Deed of Conveyances of the Developer's Allocated portion in the said building.

Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration Money by executing Agreement / Final Documents for transfer of Property as per provisions and laid down in the said Documents as a Developer without getting any Ownership of any Part of the Property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement / Final Document for Transfer of Property between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these Documents in contrary to this clause.



ARTICLE -VI

BUILDING

1. The Developer shall at its' cost, construct, erect and complete the building with all common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard material as approved by the competent authority as may be specified by the Architect to be appointed by the Developer from time to time.
2. The Developer at its' cost and expenses and without creating any financial or other liabilities to the Owners herein and shall construct and complete the building and various units and / or apartments therein in accordance with the sanctioned building plan within 24 months from the date of sanction of building plan without any delay whatsoever.
3. That the Owner and Developer hereby agree that the building should be constructed according to the specimen and sanctioned building plan as mentioned in Fourth Schedule hereunder written.

ARTICLE – VII

DEVELOPER'S INDEMNITY

1. The Developer hereby undertakes to keep the Owner's indemnified against all Third Party claim and actions arising out of any sort of act or commission of the Developer in or related to the construction of the said building.

2. The Developer hereby undertakes to keep the Owner indemnified against all actions suits courts proceedings and claims that arise out of the Developer's action with regard to the Development of the said premises and / or in the matter of construction of the said building and / or for any defect therein.
3. The Developer hereby undertakes not to handover any portion of the Developers Allocation to any Third Party before handing over the Owner's Allocation.
4. During the period of construction if any disputes arise or litigation arise regarding the said land with the neighboring peoples or any club or association, then the Landowner and Developer jointly solve or settle dispute all cost to be meet the Land Owner and Developer jointly. But any dispute regarding the title of the said Land same to be settled by the Land Owner alone.
5. That if the Developer fails and neglect to complete the construction of proposed Building in accordance with sanctioned Building Plan with in the stipulated period and if fails to observe any one of terms contemplated herein, in that event the Land Owner shall be at liberty to revoke and / or rescind the agreement prior intimation to the Developer.
6. That if the Developer fails and neglects to observe any of the terms and conditions contemplated in the instant agreement the Land Owner



reserves the right to sue specific performance of contract against the Developer against such breach and consequential reliefs before the appropriate court of Law having competent Jurisdiction.

ARTICLE VIII

LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as Constitute Attorney of the Owner to defend all actions, suits and proceedings which may arise in respect of the Development of the said premises and all costs, charges and expenses incurred for that purpose shall be borne by the Developer.

2. The Landowner undertake and agree to execute and register all conveyances and transfer of the undivided proportionate share of land only in favour of the person with whom the Developer enters into agreement in respect of Developer's Allocated portion only.

ARTICLE IX: FORCE MAJEURE

The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the Force Majeure and shall be suspending from the obligation during the duration of the Force Majeure.

FIRST SCHEDULE AS ABOVE REFERRED TO: -

(Entire Property)

ALL THAT piece and parcel of Bastu land measuring 04 Cottah 06 Chittacks more or less, togetherwith 100 sq. ft. R.T. Shed structure thereon comprised in R.S. Khatian No. 127, R.S. Dag No. 195, J.L. No. 25, R.S. No.3, Touzi No. 56, being Scheme Plot No.1 & 19, Block-B, at Mouza Nayabad, P.S. Purba Jadavpur, District 24 Parganas(s) P.S. Kasba at present Purba Jadavpur, District 24 Parganas(s), presently within the limits of the Kolkata Municipal Corporation, Ward No. 109, P.S. Purba Jadavpur, being KMC Premises No. 2711, Nayabad, Kolkata 700 099, Ward No. 109, Assessee No. 31-109-08-2630-0, DSR Alipore, ADSR Sealdah, togetherwith all easement right thereto and which is butted and bounded as follows:-

<u>ON THE NORTH</u>	By 30 ft. wide KMC Road;
<u>ON THE SOUTH</u>	By Land of Scheme Plot No. 20;
<u>ON THE EAST</u>	By 20 ft. wide KMC Road;
<u>ON THE WEST</u>	By Land of others;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Owners Allocation)

After construction of the entire building according to the building plan on the FIRST SCHEDULE property together with all amenities thereto, the Developer will deliver 45% of the entire proposed Building. The said 45% of



the Owner's Allocation would be ENTIRE SECOND FLOOR and North East side Flat of the Forth/ Top Floor and Three Nos. (3) of Car Parking Space one of the proposed Building to be provided by the Developer to the Land Owner and same to be treated as OWNER'S ALLOCATION of the proposed building at KMC Premises No. 2711, Nayabad, Kolkata 700 099, Ward No. 109, Assessee No. 31-109-08-2630-0, P.S. Purba Jadavpur.

Remaining area out of the 45% of the Owner's Allocation of the 4<sup>th</sup> Floor South East Side Flat and remaining area of the Car Parking Space to be sold by the Developer with his Share of the said Flat and Car Parking Space and the Developer will transfer the sale proceed of the said remaining area of Flat and Car Parking Space to the Land Owner.

The Landowner shall have right of use all common facilities and amenities of the building, like drainage, staircase, electric meter room, side open space of the building main entrance, water reservoir tank, water tank, top roof and other common space whatsoever with other co-sharers of the building

THIRD SCHEDULE AS ABOVE REFERRED TO:

(Developer's Allocation)

After providing the Owner's Allocation portion in the said building, the remaining portion of the entire building belongs to the Developer i.e. ENTIRE FIRST FLOOR, and ENTIRE THIRD FLOOR and FOUR No. (4) CAR PARKING SPACE and 55% SHARE OF ANOTHER CAR PARKING

SPACE AND OTHER SALEABLE SPACE ON THE GROUND FLOOR of the Proposed Building at KMC Premises No. 2711, Nayabad, Kolkata -700 099, Ward No. 109, P.S. Purba Jadavpur, and togetherwith right of use all common facilities and amenities of the building, like drainage, staircase, electric meter room, Lift, side open space of the building main entrance, water reservoir tank, water tank, top roof and other common space whatsoever with other co-sharers of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:-

(Specification of Construction)

1. Floor: Vitrified Floor Tiles Flooring(2'x2') .
2. Sal wood frame in doors.
3. Factory made phenol bonded ply door shutter in doors.
4. Main Door one side Teak Pest with colour finish & good quality lock.
5. Stair and landing in Marble finish.
6. M.S. Grill (Square Bar) with Aluminum window with glass .
7. Plaster of Putty inside of the wall & Stair case.
8. Weather Coat paint in out side wall (Asian)  
Synthetic enamel colour paint in doors.
9. Colour glazed titles (8" x 12") in W.C. and toilets up to 6 ft. height and 3 ft height in kitchen over the cooking top table.
10. Green Marble slab on Kitchen platform up to 4ft and steel Sink also.
11. White commode(branded) , two steel tap and one shower in each toilets.



12. One white Wash basin with steel tap in LIV/DIN.
13. Concealed electrical & water supply line.
14. Veranda railing up to window seal height.
15. One grill gate in main entrance and gate in boundary Wall.
16. Pit side corridor finished by net cementing with ½ stone chips.
17. Roof treatment shall be done by Roof Tiles.
18. Lift of the building is to be installed.
19. Electrical: -All electrical wiring to be concealed in wall and ceiling with provision for sufficient number of points in room etc.

1) Bedroom – 2, Light Point, 1 Fan Point, 2 Plug Point and 2(Two) A/C Point in two Bed Room.

Drawing / Dining room : 3 Light Points, 2 Fan Points, 1 Plug Point, 1 TV. Point, 1 Cable Point, 1 Plug Point(15 amp), 1 Calling Bell Point ,1 Freeze point.

Kitchen: 1 Light Points, 2 Exhaust Fan Points, 1 (5Amp) Plug Point, 1 micro Oven Point , 1 Aqua guard line point, 1 Chimney Point.

Toilets: 1 Light Point, 1 Plug Point(15 amp), 1 Exhaust Fan Points, 1, Gizer point. W.C.: 1 Light Points, 1 Exhaust Fan Points,

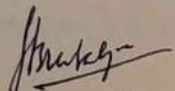
Veranda: 1 Light Points and 1 Washing Machine Point.

It is noted if any extra work is done as per the desire of the OWNERS for such extra work , the Owner shall pay the necessary cost to the DEVELOPER.

IN WITNESS WHEREOF the Landowner and the Developer hereto have put their respective hands in these presents on the day month and year first above written.

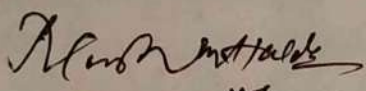
SIGNED AND DELIVERED

By the both the "PARTIES" at  
Kolkata in the presence of: -

1.   
(Gowri Mukherjee)  
6/c Panditji Road  
Flat No 1A, KST-29

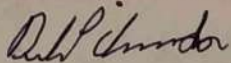
✓ Kalpana Mukherjee

=====   
SIGNATURE OF THE LANDOWNER

2.   
KJ

**URBAN NEST**  
Sanjiben Ghoshal

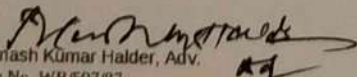
**URBAN NEST** Partner



Partner

=====   
SIGNATURE OF THE DEVELOPER

Drafted by me:-

  
Manash Kumar Halder, Adv.  
Reg.No. WB/597/87  
Alipore Judges Court  
Bar Library Room No.4, Kolkata 700027,  
Res: 22 P Majumder Road  
Kolkata 700 078  
Email :- manashalder015@gmail.com



RECEIPT

RECEIVED a sum of Rs. 1,00,000/- (Rupees One Lakh) only from the within named Developer according to this Agreement as per denomination below.

By Cheque No. 739050 dated 28.09.22

Drawn on Indian Overseas Bank  
Prince Anwarshah Road  
Connector Branch

Rs. 1,00,000/-  
 =====  
 Rs. 1,00,000/-  
 =====

(Rupees One Lakh) only

WITNESSES: -



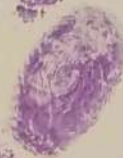








1. Debjani Banerjee ✓  
10, Mandeville Garden  
Flat No. 302, K01-19

2. Mukherjee  
 (Gour Mukherjee)  
6/c Panditla Road  
Flat No 1A, K01-29

✓ Kalpna Mukherjee ✓












=====

SIGNATURE OF THE LANDOWNER

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

Name KALPANA MUKHERJEE












Signature Kalpana Mukherjee

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

Name SAMBHU BHUNIA

Signature Sambhu Bhunia



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

Name DILIP CHANDA

Signature Dilip Chanda



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

**GRN Details**

<b>GRN:</b>	192022230129397021	<b>Payment Mode:</b>	Online Payment
<b>GRN Date:</b>	26/09/2022 20:29:59	<b>Bank/Gateway:</b>	State Bank of India
<b>BRN :</b>	IK0BXCPEJ0	<b>BRN Date:</b>	26/09/2022 20:32:29
<b>Payment Status:</b>	Successful	<b>Payment Ref. No:</b>	2002875198/1/2022

[Query No\*/Query Year]

**Depositor Details**

**Depositor's Name:** Manash kumar halder  
**Address:** 22, P. Majumder Road, Haltu KOL-78  
**Mobile:** 9830427426  
**EMail:** manashalder015@gmail.com  
**Contact No:** 09830427426  
**Depositor Status:** Advocate  
**Query No:** 2002875198  
**Applicant's Name:** Mr Manash Kumar Halder  
**Identification No:** 2002875198/1/2022  
**Remarks:** Sale, Development Agreement or Construction agreement

**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002875198/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	2002875198/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	1021
			<b>Total</b>	<b>10942</b>

**IN WORDS: TEN THOUSAND NINE HUNDRED FORTY TWO ONLY.**

### Major Information of the Deed

Deed No :	I-1603-15592/2022	Date of Registration	28/09/2022
Query No / Year	1603-2002875198/2022	Office where deed is registered	
Query Date	23/09/2022 10:00:42 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Manash Kumar Halder Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830427426, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 82,95,748/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 1,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 2711, , Ward No: 109 Pin Code : 700099



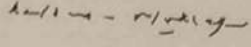
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	4 Katha 6 Chatak	1/-	82,68,748/-	Width of Approach Road: 30 Ft.,
<b>Grand Total :</b>				<b>7.2188Dec</b>	<b>1 /-</b>	<b>82,68,748 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>1 /-</b>	<b>27,000 /-</b>	





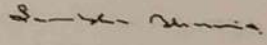


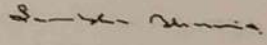


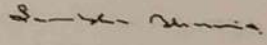


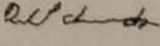


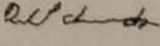


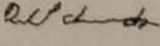
**Lord Details :**

Name,Address,Photo,Finger print and Signature			
Name	Photo	Finger Print	Signature
<b>Mrs Kalpana Mukherjee</b> Wife of Mr Gour Mukherjee Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office			
28/09/2022		LTI 28/09/2022	28/09/2022
6C, Panditia Road, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: aexxxxxx2q, Aadhaar No: 88xxxxxxxx8595, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office			

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Urban Nest</b> 121/24E, NORTH PURBACHAL ROAD,, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 , PAN No.:: aaxxxxxx4q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr SAMBHU BHUNIA</b>                      Son of Mr Radheshyam Bhunia                      Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 28 2022 12:51PM</td> <td></td> <td>LTI 28/09/2022</td> <td>28/09/2022</td> </tr> </tbody> </table> <p>129/11A, Purbachal Kalitala Road,, City:- , P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: apxxxxx4g, Aadhaar No: 97xxxxxxxx6372 Status : Representative, Representative of : Urban Nest (as partner)</p>	Name	Photo	Finger Print	Signature	<b>Mr SAMBHU BHUNIA</b> Son of Mr Radheshyam Bhunia Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office				Sep 28 2022 12:51PM		LTI 28/09/2022	28/09/2022
Name	Photo	Finger Print	Signature										
<b>Mr SAMBHU BHUNIA</b> Son of Mr Radheshyam Bhunia Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office													
Sep 28 2022 12:51PM		LTI 28/09/2022	28/09/2022										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Dilip Chanda (Presentant)</b>                      Son of Late Netai Chanda                      Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 28 2022 12:52PM</td> <td></td> <td>LTI 28/09/2022</td> <td>28/09/2022</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr Dilip Chanda (Presentant)</b> Son of Late Netai Chanda Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office				Sep 28 2022 12:52PM		LTI 28/09/2022	28/09/2022
Name	Photo	Finger Print	Signature										
<b>Mr Dilip Chanda (Presentant)</b> Son of Late Netai Chanda Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office													
Sep 28 2022 12:52PM		LTI 28/09/2022	28/09/2022										

Purbachal Main Road, City:- Not Specified, P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: avxxxxxx6b, Aadhaar No: 75xxxxxxx1421 Status : Representative, Representative of : Urban Nest (as partner)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Sarabindu Gayen</b> Son of Mr Samir Gayen Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027			
	28/09/2022	28/09/2022	28/09/2022
Identifier Of Mrs Kalpana Mukherjee, Mr SAMBHU BHUNIA, Mr Dilip Chanda			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mrs Kalpana Mukherjee	Urban Nest-7.21875 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mrs Kalpana Mukherjee	Urban Nest-100.00000000 Sq Ft



28-09-2022

**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 11:16 hrs on 28-09-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Dilip Chanda ..

**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 82,95,748/-

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

Execution is admitted on 28/09/2022 by Mrs Kalpana Mukherjee, Wife of Mr Gour Mukherjee, 6C, Panditfa Road, P.O: Sarat Bose Road, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person

Identified by Mr Sarabindu Gayen, , Son of Mr Samir Gayen, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 28-09-2022 by Mr SAMBHU BHUNIA, partner, Urban Nest (Partnership Firm), 121/24E, NORTH PURBACHAL ROAD,, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078

Identified by Mr Sarabindu Gayen, , Son of Mr Samir Gayen, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-09-2022 by Mr Dilip Chanda, partner, Urban Nest (Partnership Firm), 121/24E, NORTH PURBACHAL ROAD,, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078

Identified by Mr Sarabindu Gayen, , Son of Mr Samir Gayen, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,053.00/- ( B = Rs 1,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/09/2022 8:32PM with Govt. Ref. No: 192022230129397021 on 26-09-2022, Amount Rs: 1,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BXCPFJ0 on 26-09-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 13465, Amount: Rs.100.00/-, Date of Purchase: 24/08/2022, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/09/2022 8:32PM with Govt. Ref. No: 192022230129397021 on 26-09-2022, Amount Rs: 9,921/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BXCPFJ0 on 26-09-2022, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 516796 to 516828

being No 160315592 for the year 2022.



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2022.10.17 12:07:48 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/10/17 12:07:48 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)