

27 SEP 2023

No. 36395

Rs. 5000/- Date.....

AMITABHA RAY
Advocate
ALIPORE POLICE COURT
KOL - 27

Name :
Address :

Vendor : Subhankar Das
Alipore Collectorate, 24 Pgs. (South)
SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

36395 = 5000/-

02/10/23

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by the firm of Jay Shankar Das
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(1) **RINA CHAKRABORTY** (PAN- CIFPC0349R) (Aadhaar No.8588 3652 7725) wife of Sri Kajal Chakraborty, daughter of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- Housewife, by Nationality- Indian, residing at 204/N, Ostad Amir Ali Khan Sarani, P.O. & P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, (2) **BINA ROY** (PAN- GJFPR2367D) (Aadhaar No.2066 9941 6282) wife of Late Gopal Roy, daughter of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- House-hold-works, by Nationality-Indian, residing at 375, Ramkrishna Nagar, K.K. Road, P.O. & P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, and (3) **UMASHANKAR CHAKRABORTY** (PAN- AYNPC5369F) (Aadhaar No.7897 5127 0843) son of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- Business, by Nationality-Indian, residing at 204/N, Ostad Amir Ali Khan Sarani, P.O. & P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, (4) **JOYSHANKAR CHAKRABORTY** (Pan no-CZPPC2363G) (Voter Identity Card No. WB/18/112/486643) son of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- unemployed, residing at 204/N, Ostad Amir Ali Khan Sarani, P.O. & P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, hereinafter collectively called and referred to as the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors, administrators, legal representatives, and/or assigns) of the **FIRST PART;**

AND

N B R CONSTRUCTION LLP, PAN - AASFN9307K, a LLP Firm, having its registered office at Flat 1C, 249A, Motilal Gupta Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, State of West Bengal, represented by its one partners namely **SRI RAJU SHAW**, (PAN - AYBPS5973R), (Aadhaar No. 2798 2066 9560), son of Ramtirath Shaw, by faith Hindu, by Nationality Indian, by occupation Business, residing at 249A, Motilal Gupta Road, Pramod Nagar, P.O. & P.S. Haridevpur,

Kolkata 700 082, District South 24 Parganas, in the State of West Bengal, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors, successors-in-office, and assigns) of the OTHER PART;

WHEREAS one Laxmi Narayan Chakraborty son of Late Jadav Chandra Chakraborty, being the displaced person from East Pakistan now Bangladesh came to the state of West Bengal and was compelled by circumstances to use a small plot of vacant land in the urban area for homestead purpose measuring 3(three) cottahs 12(thirteen) Chittacks 24(twenty four) sq. ft. be the same a little more or less comprised in E/P No. 13 -in C.S. Plot No.546(P) .of Mouza- Haridevpur, J.L.No.25, P.S. Thakurpukur, now Haridevpur in the District of South 24-Parganas, Sub-Registration Office Alipore. Thereafter the said Laxmi Narayan Chakraborty being refugees approached to the Government of West Bengal for the said plot of homestead land for rehabilitation of his family members and himself also.

AND WHEREAS the Govt. of West Bengal with intent to rehabilitate the Refugees from East Pakistan now Bangladesh acquired a 'few number of plots of land in the Urban area under the Provisions of L.D.P: Act, 1948/L.A. Act-I of 1894 and the Government of West Bengal decided to make gift of the said plots of land in favour of the refugees. And accordingly on 08/04/1992 the Governor of the State of West Bengal, for and on behalf of the Refugee Relief and Rehabilitation Department. Government of West Bengal. mentioned therein as the 'DONOR' was pleased to transfer by way of gift **ALL THAT** piece or parcel of homestead land, measuring 3(three) cottahs 12(thirteen) Chittacks 24(twenty four) sq. ft. be the same a little more or less comprised in E/P No. 13 -in C.S. Plot No.546(P) .of Mouza- Haridevpur, J.L.No.25, P.S. Thakurpukur, now Haridevpur in the District of South 24-Parganas, Sub-Registration Office Alipore unto and in favour of said Laxmi Narayan

Chakraborty son of Late Jadav Chandra Chakraborty mentioned therein as the 'DONEE' and the aforesaid Deed of Gift was duly registered before the Additional District Registrar, Alipore, South 24- Parganas and recorded there in Book-I, Volume No.6, at Pages 5 to 8, Being No.377, for the year 1992 with one condition that the Donee shall have no right save therein provided to alienate or transfer, in any way, the said demised land mentioned whatsoever within a embargo period of 10 (ten) years from the date of execution of the said registered Deed of Gift without obtaining prior written permission from the Government of West Bengal and the said Donee accepted the said gift of the Donor.

AND WHEREAS *the aforesaid embargo period is already over some time on and from 8th day of April, 2002 and the said plot of homestead land homestead land, measuring 3(three) cottahs 12(thirteen) Chittacks 24(twenty four) sq. ft. be the same a little more or less is now free from all restrictions, bindings and/or obligations.*

AND WHEREAS *by way of said gift, said Laxmi Narayan Chakraborty son thus became the absolute Owner of the said homestead land and was in peaceful possession, occupation and enjoyment over the said plot of homestead land, by erecting 400 Sq.ft. R.T. shed structure thereon.*

AND WHEREAS *said Laxmi Narayan Chakraborty, while possessing and enjoying the said plot of homestead land, duly mutated his name in respect of the said plot of homestead land, measuring 3(three) cottahs 12(thirteen) Chittacks 24(twenty four) sq. ft. be the same a little more or less in the Assessment records of The Kolkata Municipal Corporation which is now within the limits of Ward No.122 and the same became known and numbered as K.M.C.Premises No. 204, Ustad Amir Khan Sarani, P.S. Thakurpukur, now Haridevpur, Kolkata-700082, in*

the District of South 24-Pargana, having Assesse No. 411220902023, within the limits of the Kolkata Municipal Corporation, Ward No.122.

AND WHEREAS said Laxmi Narayan Chakraborty thus became the sole and absolute owner, seized and possessed of and otherwise well and sufficiently entitled **ALL THAT** piece or parcel of homestead land, measuring 3(three) cottahs 12(thirteen) Chittacks 24(twenty four) sq. ft. be the same a little more or less together with 400 Sq.ft. R.T. shed structure standing thereon, comprised in E/P No. 13 -in C.S. Plot No.546(P) .of Mouza- Haridevpur, J.L.No.25, being known and numbered as **K.M.C.Premises No. 204, Ustad Amir Khan Sarani, P.S. Thakurpukur, now Haridevpur, Kolkata-700082, District-South:24-Pargana, having Assesse No. 411220902023, within the limits of the Kolkata Municipal Corporation, Ward No.122.in the District of South 24-Parganas, Sub-Registration Office Alipore, together with all user and easement rights on adjacent paths and passages and all other rights, benefits, privileges, facilities etc. attached therein and thereto and he had been enjoying the same peacefully and uninterruptedly by paying rates and taxes to the K.M.C. regularly and the same is free from all encumbrances, liens, lispensens or attachment whatsoever.**

AND WHEREAS said Laxmi Narayan Chakraborty died intestate on 07/08/2009 leaving behind surviving his two daughters and two sons, namely, (1) Rina Chakraborty and (2) Bina Roy (3) Umashankar Chakraborty and (4) Joyshankar Chakraborty as his only legal heirs and successors, to jointly inherit the aforesaid landed property as left by said Laxmi Narayan Chakraborty, since deceased. It is worth to mention here that his wife Ranuka Chakraborty died prior to his death on 28th July, 1980,

AND WHEREAS by virtue of inheritance, the aforesaid legal heirs and successors of Late Laxmi Narayan Chakraborty, namely, (1) Rina

Chakraborty, (2) Bina Roy (3) Umashankar Chakraborty, and (4) Joyshankar Chakraborty, thus became the joint owners, seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of homestead land, measuring 3(three) cottahs 12(thirteen) Chittacks 24(twenty four) sq. ft. be the same a little more or less together with 400 Sq.ft. R.T. shed structure standing thereon, comprised in E/P No. 13 -in C.S. Plot No.546(P) of Mouza- Haridevpur, J.L.No.25, being known and numbered as **K.M.C.Premises No. 204, Ustad Amir Khan Sarani, P.S. Thakurpukur, now Haridevpur, Kolkata-700082** having Assesse No. 41122090- 2023, within the limits of the Kolkata Municipal Corporation, Ward No.122.in the District of South 24-Parganas, Addl. District Sub-Registration Office, Behala, District Sub-Registration Office, Alipore, together with all user and easement rights on adjacent paths and passages and all other rights, benefits, privileges, facilities etc. attached therein and thereto, as more fully and particularly described in the **SCHEDULE "A"** hereunder written and they have been using and enjoying the same peacefully and uninterruptedly for dwelling purpose and by paying rates and taxes to the K.M.C. Regularly, free from all encumbrances.

AND WHEREAS the said present owners, the party of the **First Part** are desirous of developing the said premises by construction of a new multi-storied building for Residential purpose but due to insufficient of fund and lack of knowledge has authorized to a Developer namely **NB R CONSTRUCTION LLP**, PAN - AASFN9307K, a LLP Firm, having its office at Flat 1C, 249A, Motilal Gupta Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District: South 24-Parganas, the party of the **Second Part** herein, as their lawful representative to construct a new multi-storied building into and upon the said land at the said premises, as per this agreement and the present Land Owners also have declared hereby that the said property is free from all encumbrances, charges, liens, lispendents, claim, demands, trust, acquisition or whatsoever and the present Land Owners have full marketable right, title and interest on the

aforesaid Bastu landed property, as described in the First Schedule property and if any false statements given by the aforesaid Land Owners / First Party, the party of the First Part, for which the Developer, the party of the Second Party may suffer in any steps relating to the construction of aforesaid building etc. on the landed property described in First Schedule will get all damages, compensations or any loss or whatsoever in connection to the development of new building including others from the Owners herein.

AND WHEREAS the Land Owners herein made a proposal to the said Developer for formulating a scheme for development of their said premises described in the First Schedule hereunder written and construct a multi storied residential building thereon consisting of several self-contained ownership flats and after careful consideration the Land Owners and the Developer have become satisfy about the benefits and advantages arising out of the said construction the Developer have agreed to construct the said multi-storied building on the said premises of the Land Owners herein in pursuance of this agreement on certain Terms and Conditions mentioned hereunder.

AND WHEREAS the Developer herein have agreed to develop the said property and agreed with the proposal of the Owners hereof and the Developer have accepted the proposal for construction of building over the said landed property at their (the Developer herein) own costs, risk, liability and responsibility.

AND WHEREAS to avoid future disputes and litigation the parties herein have agreed to enter into this Development Agreement as follows :-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

DEFINITION : Unless there is anything repugnant to subject or context, the terms:

- a. **OWNERS** (1) **RINA CHAKRABORTY** (PAN- CIFPC0349R) (Aadhaar No.8588 3652 7725) wife of Sri Kajal Chakraborty, daughter of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- Housewife, by Nationality-Indian, residing at 204/N, Ostad Amir Ali Khan Sarani, P.O. & P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, (2) **BINA ROY** (PAN- GJFPR2367D) (Aadhaar No.2066 9941 6282) wife of Late Gopal Roy, daughter of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- House-hold-works, by Nationality-Indian, residing at 375, Ramkrishna Nagar, K.K. Road, P.O. &P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, and (3) **UMASHANKAR CHAKRABORTY** (PAN- AYNPC5369F) (Aadhaar No.7897 5127 0843) son of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- Business, by Nationality-Indian, residing at 204/N, Ostad Amir Ali Khan Sarani, P.O. &P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, (4) **JOYSHANKAR CHAKRABORTY** (Voter Identity Card No. WB/18/112/486643) son of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- unemployed, residing at 204/N, Ostad Amir Ali Khan Sarani, P.O. &P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, and /or their legal heirs, successors, executors, administrators, agents and representatives.
- b. **DEVELOPER : N B R CONSTRUCTION LLP**, PAN - AASFN9307K, a LLP Firm, having its registered office at Flat 1C, 249A, Motilal Gupta Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District

South 24 Parganas, State of West Bengal, represented by its one partners namely **SRI RAJU SHAW**, PAN – AYBPS5973R, Aadhaar No. 2798 2066 9560, son of Ramtirath Shaw, by faith Hindu, by Nationality Indian, by occupation Business, residing at 249A, Motilal Gupta Road, Pramod Nagar, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, in the State of West Bengal and/or their legal heirs, successors, executors, administrators, agents and representatives.

- c. **PREMISES :- ALL THAT** piece and parcel of homestead land measuring 3(three) Cottahs 12(thirteen) Chittacks 24(twenty four) Sq. ft. be the same a little more or less, together with 400 Sq.ft. R.T. Shed structure standing thereon, comprised in E/P No. 13 , in C.S. Plot No.546(P) of Mouza- Haridevpur, J.L.No.25, being known and numbered as **K.M.C.Premises No. 204, Ustad Amir Khan Sarani, P.S. Thakurpukur, now Haridevpur, Kolkata-700082 having Assesse No. 41122090- 2023**, within the limits of the Kolkata Municipal Corporation , Ward No.122.in the District of South 24-Parganas, Addl. District Sub-Registration Office,Behala, District Sub-Registration Office, Alipore, together with all user and easement rights on adjacent paths and passages and all other rights, benefits, privileges , facilities etc. attached therein and thereto, as more fully and particularly described in the **SCHEDULE "A"** hereunder written
- d. **BUILDING :-** Shall mean the proposed multi-storied building to be constructed on the said premises in accordance with the multi-storied building plan to be sanctioned by the Kolkata Municipal Corporation which is also approved by the Owners.
- e. **COMMON FACILITIES AND AMENITIES :-** Shall mean and include corridors, stair-ways, roof of the multi-storied building, passages,

drive-ways, common lavatories, underground water reservoir, or semi-underground water reservoir, overhead water tank, water pump and motor, common electricity and electric room/meter room, Lift facilities and other facilities which may be mutually agreed upon between the parties and required for the establishment location, enjoyment, provisions maintenance and/or management of the multi-storied building.

- (U) **OWNERS' ALLOCATION** :- Shall mean : The Owners shall get from the Developer free of cost in lieu of their land, 50% of the total sanctioned F.A.R. of the K.M.C. viz. (i) 50% of the Ground Floor including commercial Space and parking space , (ii) Entire Second Floor of the said proposed multi-storied building, (iii) 50% of the Third Floor **TOGETHER WITH** undivided impartible proportionate share or interest in the land at K.M.C.Premises No. 204, Ustad Amir Khan Sarani, P.S. Thakurpukur, now Haridevpur, Kolkata-700082 having Assesse No. 41122090-2023, within the limits of the Kolkata Municipal Corporation , Ward No.122, in the District of South 24-Parganas, along with all common rights, benefits, privileges, facilities etc. in the common parts and service areas in common with other Owners and occupiers of the Multi-storied building more fully and more particularly described in **SCHEDULE - 'B'** hereunder written

In addition to that the Developer shall also pay to the Owners/First party a total sum of Rs.5,00,000/- (Rupees Five lakhs) **only** towards non-refundable and non-adjustable forfeiture money and another sum of Rs.5,00,000/- (Rupees Five lakhs) **only** as adjustable advance which will be adjusted with the Owners' Allocation at the time of delivery of possession of remaining portion of owners' Allocation which will be paid by the Developer to the Land Owners in the manner as follows:

- (i) At the time of starting construction works a sum of

Rs. 5,00,000/- (Rupees three lakhs) only.

- (ii) Balance sum of Rs. 5,00,000/- (Rupees five Lakhs) only shall be paid time to time and part by part before completion of the construction works.

- (i) **DEVELOPER'S ALLOCATION** :- Shall mean, save and except the Owners' Allocation in the manner as stated above mentioned above, all the remaining 50% construction area of the proposed multi-storied building to be constructed as per plan to be sanctioned by the K.M.C. i.e. the remaining flats, units, common spaces, ultimate roofs as common etc. in the said new multi-storied building at the said premises together with undivided, proportionate, impartible share of the land of the **K.M.C.Premises No. 204, Ustad Amir Khan Sarani, P.S. Thakurpukur, now Haridevpur, Kolkata-700082** having **Assesse No. 41122090. 2023**, within the limits of the Kolkata Municipal Corporation , Ward No.122.in the District of South 24-Parganas, along with all common rights, benefits, privileges, facilities etc. in the common parts and service areas in common with other flat/unit Owners and occupiers of the Multi-storied building, more fully and more particularly described in **SCHEDULE - 'C'** hereunder written.

- g. **THE ARCHITECT** :- Shall mean a qualified person or persons, firm having experience in civil construction and duly registered with the K.M.C. and all other statutory authorities required under the prevailing laws and will be appointed by the Developer for designing and planning of the said Project and/or Multi-storied building at their own cost and expenses.

- h. **BUILDING PLAN** :- Shall mean such plan prepared by Architect for construction of the multi-storied building to be constructed at the said premises and sanctioned by the Kolkata Municipal Corporation

and/or any other competent authority as the case may be with or without modification thereto. Multi-storied building Plan with maximum FAR to be sanction by the K.M.C. and shall include such addition, alteration, modification to the original plan as the developer shall be make with consultation with the architect and subsequently upon sanction by the K.M.C. with completion certificate.

- i. **TRANSFER:-** With its grammatical variation shall include possession under the Agreement or part of performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882 by executing proper documents.
- j. **TRANSFeree:-** Shall mean any person/s, firm, limited Company, Association of persons or Body of individuals to whom any space in the multi-storied building has been transferred.
- k. **TERMINATION:-** This agreement shall continue in force until terminated in accordance with the provisions of this Agreement. The termination of this agreement shall not relieve any party of any obligation or liability accrued prior to the date to the date of termination. Nothing in this Agreement shall oblige any party to terminate this Agreement upon the occurrence of any of the events of default and each party shall be at liberty to pursue all other remedies including claims for damages which it may have arising of any non performance, breach or default by the other in lieu of this agreement. *
- The termination of this Agreement pursuant to any of the provisions of this Agreement shall not limit or otherwise affect any other remedy (including a claim for damages) which the terminating parts may have arising out of the event which gives rise to the right of termination.

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AND THAT the DEVELOPER herein agreed to Develop the said land more fully and more particularly described in the SCHEDULE 'A' hereunder by constructing a multi-storied building project having self-contained residential units/flats at its own cost and expenses on the said land of the OWNERS' on the consideration that the absolute Owners of the entire land mentioned hereunder and shall allow the DEVELOPER to construct a multi-storied building project thereon. AND both the parties herein agreed to abide the following terms and conditions :-

- m) That the DEVELOPER herein interested to develop the said land as per the sanctioned plan to be sanctioned by the Kolkata Municipal Corporation and shall complete the construction of the proposed multi-storied building project according to the sanctioned plan/permission to be granted by the Kolkata Municipal Corporation on the land mentioned in the Schedule hereunder at the DEVELOPER's exclusive costs, expenses and the DEVELOPER's responsibility till completion of the multi-storied building project, during the time of construction of the multi-storied building project the OWNERS shall have no responsibility to bear any cost and expenses including any problem during the time of construction of the multi-storied building project until completion of the multi-storied building project in all respects.
- n) That the DEVELOPER herein shall appoint and engage qualified architect, engineers, L.B.S., technical persons, plumbers, masons, labours, electricians and shall remain liable and responsible to pay all their fees and remuneration.
3. That the DEVELOPER herein shall bear all the expenses for obtaining a multi-storied building plan from the Kolkata Municipal Corporation including K.M.C. fees, L.B.S. fees, Planner's fees and all miscellaneous expenses required for the said purpose including

the arrears of taxes and arrears of rent payable to the authorities in respect of property mentioned in the Schedule hereunder and the OWNERS shall assist to the best of its ability to obtain and maintain all government approval and other approvals, consents, notifications, or registrations as are necessary and or applicable under the present laws in connecting with the implementation of the said development work, consummation of the transactions, contemplated hereby and the performance of its obligations herein.

- 4. That the owners not yet mutated the said property in their names. The Developer, by the strength of said Power and authority, shall take initiative to mutate the same in the name of the owners/ party of the first part herein with the Kolkata Municipal Corporation. The OWNERS herein shall only liable and responsible to pay the Kolkata Municipal Corporation's entire outstanding and up to date rates and taxes in respect of the property mentioned in the Schedule hereunder till delivery of possession of the Schedule property to the DEVELOPER herein for construction of the multi-storied building project having self-contained units/ flats and the DEVELOPER herein shall remain liable and responsible to bear all the required fees and costs from the date of taking possession by the DEVELOPER for construction of the multi-storied building project and its initial work. The DEVELOPER shall be entitled to demolish the existing buildings and/or structures and after getting the permission of the Owners and on mutual understanding, the OWNERS hereof empower and/or authorise it in that behalf and shall not raise any objection thereto. The OWNERS herein shall thereafter only liable to pay the rates and taxes to the Kolkata Municipal Corporation in respect of their allocation to the authorities after getting possession i.e. the OWNERS's Allocation after completion of the multi-storied building projects in all respects in respect of HIS allocation only and the DEVELOPER or their nominee*

or assignee shall remain liable to pay the rates and taxes for the DEVELOPER's allocation within the multi-storied building project.

5. That the DEVELOPER shall complete the multi-storied building project in all respect in accordance with the plan sanctioned by Kolkata Municipal Corporation by obtaining the same within a period of about 24 (Twenty Four) months from the date of registered development of agreement or from the date of receiving of peaceful and vacant possession of the land, whichever is later.
6. That the DEVELOPER herein shall construct and complete the multi-storied building project with the best quality multi-storied building material as may be available in the market.
7. The OWNERS have full power and authority to enter into and implement this Agreement and is absolutely seized and possessed of and has exclusive, clear, unencumbered and subsisting marketing title over and in respect of the said property.
8. The OWNERS have not entered into any agreement for sale, development, mortgage or transfer in respect of the said property and the said property or any part thereof is not subject to any statutory notice and or proceeding of any acquisition or requisition.
9. The said property is free from all charges, trusts, lien, lispendens, attachments and liabilities and the OWNERS shall not sale, transfer, alienate, or encumber the said land directly during the continuance of this development agreement.
10. That the DEVELOPER shall install at its own cost the main electricity line from C.E.S.C. to the premises and provide for pump, water storage tanks, overhead reservoir, electric wiring and installation of other facilities as are required to be provided in the new multi-storied building, as per sanctioned multi-storied building plan, water,

sewerage, drainage & sanitary system will be the prevailing system of the by Kolkata Municipal Corporation.

11. The OWNERS undertakes that the OWNERS shall not cause any interference or hindrances whatsoever during the time of construction of the multi-storied building project by the DEVELOPER in any manner and also the DEVELOPER shall enjoy complete and uninterrupted access and use over the said property for the term of this agreement. Inspection of materials and work is to be allowed by the Owners time to time.
12. After getting possession of the OWNERS'S ALLOCTION portion in the new multi-storied building, the OWNERS shall not do any unlawful act, deed or thing whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any of the units and/or flats of the DEVELOPER's Allocated portion in the said multi-storied building project.
13. The OWNERS shall positively give/provide vacant peaceful possession of the said Land and property to the DEVELOPER for development by constructing a multi-storied building project thereon as per the plan, or the permission to be sanctioned/ granted by the Kolkata Municipal Corporation.
14. The DEVELOPER shall construct the proposed Multi-storied building at its own cost and responsibility do all the constructional work and shall remain liable for the constructional work and shall be liable to pay the taxes and other charges to the concerned authorities as may be required from the date of taking possession by the DEVELOPER to the delivery of the flat/flats to the OWNERS and other intending purchasers.
15. The OWNERS shall not make the DEVELOPER liable if the project has not been completed within the specific period of 24 months from

the effective date as per Clause No. 5 hereinabove only due to force majeure events including flood, earthquake, riot, war, storm, tempest, civil commotion or any act of God or anything which is beyond the control of the DEVELOPER.

16. *That the DEVELOPER shall borne all the expenses of the said proposed multi-storied building, if any due occurred by the DEVELOPER, the Owners shall not be liable or held responsible for said due at any manner whatsoever.*
17. *The development rights granted herein includes the exclusive right to the DEVELOPER to occupy, enter upon and use the said property and to make at its cost of expense such development, construction and improvements therein as may be necessary or appropriate to implement and establish the proposed multi-storied building subject to and in accordance with the provisions of this Agreement and sanctioned plan.*
18. *The DEVELOPER has the exclusive right to enter into suitable agreements with independent contractors, and or operators for developing and or operating the different components of the Project and no immoral/ illegal act will be done.*
19. *All the structures constructed by the DEVELOPER on the said property shall belong to and be owned by the DEVELOPER apart from the OWNERS allocation. The OWNERS shall not raise any dispute or objections to the acts, deeds and things done by the DEVELOPER in accordance with this Agreement and which is for the benefit and interest of the DEVELOPER with regard thereto and the OWNERS/FIRST PART shall have no concern therewith.*
20. *If disputes arise which cannot be resolved within 15 (Fifteen) days from the date of reference by mediation, the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act,*

1996. The place of Arbitration shall be Kolkata. The language of Arbitration will be English and place will be Kolkata.

21. That the DEVELOPER herein may at its option enter into any agreement or agreements with any intending purchaser or purchasers in respect of the DEVELOPER'S Allocation only.
22. That the DEVELOPER is entitled to receive, collect, realize or utilize all booking money, earnest money, consideration money from any intending purchaser or purchasers of the proposed multi-storied building within the DEVELOPER'S allocated portion without creating any liability upon the OWNERS towards the refund of such money or against any third party claim. The Owners will not be held liable for any act by the DEVELOPER.
23. The OWNERS undertakes to sign all letters, papers, affidavits, plans, declarations, documents, as would be required for the construction of the said proposed multi-storied building project at the request of the DEVELOPER and also shall execute and register this agreement and shall execute the Power of Attorney in favour of the Developer and authorizing the DEVELOPER to do the development work by constructing a multi-storied building project and also for development of the land by construction of a multi-storied building project having self-sufficient units/flats at the entire costs and expenses of the DEVELOPER herein. The Owners shall execute and register the power of attorney at the cost of the Developer for transfer of the Developer's allocation to the respective intending purchaser/s by executing and registering deed/s in respect of proportionate share of land.
24. The OWNERS further agrees to sign and execute any application, plan and or other papers as may be reasonably required from time to time to enable the DEVELOPER to obtains sanctions, approvals and or permissions form any or all the concerned authorities including

the local authorities and also to obtain all other permissions and approvals as the DEVELOPER may deem necessary or be required to obtain from time to time. In any event the DEVELOPER as the constituted attorney of the OWNERS/FIRST PART shall be entitled to and is hereby authorized to sign any such document, plans and applications.

25. The DEVELOPER is entitled to place any hoarding or publish any advertisement in any daily newspaper or any other public forum or media to draw the attraction of the prospective purchasers for the DEVELOPER'S allocated portion in the proposed multi-storied building.
26. That upon completion of the proposed multi-storied building the DEVELOPER shall serve a notice in writing to the OWNERS possession letter for possession of their allocated flat/flats, unit/units, space/spaces and the OWNERS shall be under obligation to take possession of such constructed flat/flats. If the OWNERS fail to take the possession of such OWNERS's allocated flat/flats, the DEVELOPER shall not be liable for any claim.
27. The OWNERS/FIRST PART agree to execute the necessary authorizations, authority letter and No Objections certificates in favour of the DEVELOPER, simultaneously on the execution of this Agreement to carry out the development of the said land by getting fresh multi-storied building plans approved by the relevant authority or to obtain necessary permissions from any government body or statutory authority of the same.
28. That the OWNERS have agreed to and shall execute the Deeds of Sale in favour of the intending purchaser/ purchasers after appearing before the Registering Authorities, having competent authority to accept and register the Deed/Deeds, in favour of the intending purchaser/purchasers of the flats/units of the

DEVELOPER'S allocated portion in respect of the proportionate share of land and in no event shall claim any money or moneys regarding transfer of DEVELOPER'S allocated portion to any intending purchaser.

29. The Developer/Party of the Second Part shall arrange 2½ shifting for the owners/party of the First Part and the Developer shall continue to pay shifting charge of Rs.15,000/- (Rupees Twelve Thousand) only per month of Rs.6000/- per month each till the Owners' Allocation is delivered to the Owners/party of the first part in the proposed New Multi-Storied Building.

AND WHEREAS as per terms of this agreement it is agreed to and also due to some valid reasons mentioned in the development agreement and in view of giving necessary right, power and authority to the Developer for and on behalf of the owners/first party with a view to smooth implementation of the said project, the owners/Principals herein doth hereby agree to appoint the Developer as her lawful Attorney to look after all affairs relating to the said property, all necessary correspondences with the appropriate authority or authorities concerned, to get necessary permission and sanction of Building Plan, and all other acts and deeds for such smooth implementation of Development and construction project on the said Landed property, as more particularly described in the **SCHEDULE "A"** hereunder written in our names and on our behalf.

NOW KNOW BY THESE PRESENTS that We, (1) **RINA CHAKRABORTY** (PAN- C1FPC0349R) (Aadhaar No.8588 3652 7725) wife of Sri Kajal Chakraborty, daughter of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- Housewife, by Nationality-Indian, residing at 204/N, Ostad Amir Ali Khan Sarani, P.O. & P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South), West Bengal, (2) **BINA ROY** (PAN-GJFPR2367D) (Aadhaar No.2066 9941 6282) wife of Late Gopal Roy, daughter of Late Laxmi Narayan Chakraborty, by faith-Hindu, by

occupation- House-hold-works, by Nationality-Indian, residing at 375, Ramkrishna Nagar, K.K. Road, P.O. & P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, and (3) **UMASHANKAR CHAKRABORTY** (PAN- AYNPC5369F) (Aadhaar No.7897 5127 0843) son of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- Business, by Nationality-Indian, residing at 204/N, Ostad Amir Ali Khan Sarani, P.O. & P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, (4) **JOYSHANKAR CHAKRABORTY** (Voter Identity Card No. WB/18/112/486643) son of Late Laxmi Narayan Chakraborty, by faith-Hindu, by occupation- unemployed, residing at 204/N, Ostad Amir Ali Khan Sarani, P.O. & P.S. Haridevpur, Kolkata-700082, Dist. 24-Parganas (South) , West Bengal, the above named owners/Principals/Executants herein, do hereby nominate, constitute and appoint **N B R CONSTRUCTION LLP**, PAN - AASFN9307K, a LLP Firm, having its registered office at Flat 1C, 249A, Motilal Gupta Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, State of West Bengal, represented by its one partners namely **SRI RAJU SHAW**, (PAN - AYBPS5973R), (Aadhaar No. 2798 2066 9560), son of Ramtirath Shaw, by faith Hindu, by Nationality Indian, by occupation Business, residing at 249A, Motilal Gupta Road, Pramod Nagar, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, in the State of West Bengal, to be our true and lawful constituted Attorney for us in our names and on our behalf to do or cause to be done all acts, deeds, matters and things, whatsoever in all matters concerning development of the said Landed property inter alia, or any of the following acts, deeds and things relating to the **schedule "A"** below Landed Property, in our names and on our behalf, that is to say :-

DEVELOPER HAVE POWER TO ACT as mentioned below regarding the said land: -

1. To receive permissive peaceful possession of the land/property and to hold, manage and maintain such permissive peaceful

possession in accordance with the terms and conditions contained in the said Agreement.

2. To enter into, hold and defend permissive peaceful possession of the land/property and every part thereof and also to manage and maintain such permissive peaceful possession in accordance with the terms and conditions contained in the said Agreement.
3. To appear and represent, and sign and submit the building plan or plans, all applications, specifications, indemnities to the Kolkata Municipal Corporation, B.L. & L.R.O, C.E.S.C. and other concerned authorities in and mutations of the said property and in respect of building, or buildings constructed on the said property and application for water connection, electric supply and other incidental matters of the said property on our behalf.
4. To have the said Land (as described in the "SCHEDULE" hereto) developed by undertaking development and construction of the apartment building as per the scheme of the said Project, containing ownership flats and/or other structures thereon ("The Building") as per approved plan and for the said purpose, to do soil testing, excavation and all other necessary work.
5. To apply for Sanction of Building Plan before The Kolkata Municipal Corporation or concerned sanctioning authorities on our behalf and to obtain the Sanctioned Building Plan thereof on our behalf.
6. To apply for and obtain such permissions, as be necessary for obtaining steel, cement, bricks and any other construction and building materials and/or construction equipments and to appoint contractors and/or sub-contractors for the purpose of development and construction of "The Building".

7. *To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with the said building to be constructed and applying for and to obtain the Sanction of modified plan, if necessary.*
8. *To apply for and obtain electricity, water, gas, sewerage and/or connections of any other utilities and infra structure facilities from the Municipal Authorities and/or any other authority or authorities.*
9. *To warn off and prohibit any trespasser on the property or any parts thereof and to take appropriate steps, whether by legal action or otherwise.*
10. *To negotiate for sale and/or transfer of flats or any portions thereof, in respect of the Developer allocated portion together with proportionate, undivided, impartible share of the land to any purchaser/s and/or other persons in terms of the said Agreement and to receive all the earnest moneys and/or part and/or full consideration thereof and undivided proportionate share in the land and the rights appurtenant thereto and to enter into agreements, including sale agreements, lease agreements etc, containing such provisions and also to fulfill and enforce mutual obligations there under in respect of Developer's Allocation in terms of the Agreement.*
11. *To sign, execute, enter into, modify, cancel, alter, draw, approve Agreements for Sale and/ or Deeds of Conveyances or transfer and to admit the execution thereof and get such documents, duly registered and all papers, documents, contracts, agreements, declarations, affidavit, applications, returns, confirmations, consents and other documents as may in any way, be required to be so done for and in connection with the development and*

transfer of the land/property or any part and/or portion thereof and to receive all premium/ consideration, service charges, taxes and other amounts thereof and grant valid receipts and discharges for the same in respect of the Developer's Allocation.

12. *To appear before the Registrar of Assurances at Kolkata, District Registrars, District Sub-Registrars, Addl. District Sub-Registrars of the District South 24-Parganas, having jurisdiction for the same and to submit and present for registration and duly register according to law, any or all Agreement for Sale or Deed of Conveyance or conveyances of the aforesaid flats and other deed or deeds, document or documents or instruments, writing or writings whatsoever in favour of any purchaser or purchasers, and receive earnest money and/or consideration money in respect of the said flats of the Developer's allocation with undivided proportionate share of the land and to discharge valid money receipts against the Agreement for Sale and Deed of Conveyance to be executed in favour of the Purchaser/Purchasers and to sign all or any endorsement or any acknowledgements and to do all other things and acts which may be necessary for effecting and registration of such deeds, documents, writings instrument of any of them.*
13. *To appear before any Metropolitan and Executive Magistrates and all other Officer or Officers and/or authority or authorities in connection with enforcement of all powers and authorities as contained herein.*
14. *To execute and register necessary documents including the Agreement for Sale, Sale Deed and Deed of Conveyance in respect of flats, space, shop room, car parking space etc. in favour of any purchaser or purchasers and to present any such Sale Agreement, Deeds, Documents and/or Deed of Conveyance or Conveyances for its registration and to admit execution and*

receipt of consideration thereof before the any Registrar or District Sub-Registrar or Addl. District Sub-Registrar or Registrar of Assurance at Kolkata, having jurisdiction of the same and authority for and to have said Agreement and/or Deed of Conveyance registered, and to do all acts, deeds and things in respect of the proportionate undivided share in the said land along with the building consisting of several flats and/ or service area in respect of the Developer's Allocation in the proposed building or part thereof.

15. *To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the plans to any authority or authorities.*
16. *To apply for and obtain electricity gas, water, sewerage, drainage, telephone or other connections of any other utility to the said and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.*
17. *To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property or any part thereof.*
18. *To pay all outgoing, including Service Charges, Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the land as occupier only and receive refunds and other moneys, including compensation of any nature and to grant valid receipt and/or discharge therefore.*

19. To give undertakings, assurance and indemnities, as may be required for the purposes aforesaid.
20. To appear and represent us before all authorities, including the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Urban land Ceiling Authorities, BL & LRO, Fire Brigade and/ or Kolkata Police (if required) and other authorities in connection with the said Property and also in connection with the sanction modification and/ or alteration of any building plans, if required.
21. **AND GENERALLY** to do all other acts, deeds, things and matters which is in the opinion of our said ATTORNEY ought to be done and all acts, deeds and things lawfully done by my said Attorney shall be construed as acts, deeds and things done by us as if we were personally present and done the same by ourselves.
22. **AND** We, do hereby ratify and confirm and agreed all act or acts, deed or deeds of my said ATTORNEY which he shall lawfully do, execute or perform or cause to be done, executed and/ or performed in terms of this Power of Attorney.

THE SCHEDULE "A" ABOVE REFERRED TO:

(i.e. the entire premises)

ALL THAT piece and parcel of homestead land measuring 3(three) cottahs 12(thirteen) Chittacks 24(twenty four) Sq. ft. be the same a little more or less, together with 400 Sq.ft. R.T. Shed structure standing thereon, comprised in E/P No. 13, in C.S. Plot No.546(P) of Mouza-Haridevpur, J.L.No.25, being known and numbered as **K.M.C.Premises No. 204, Ustad Amir Khan Sarani, P.S. Thakurpukur, now Haridevpur, Kolkata-700082** having Assesse No. 41122090- 2023, within the limits of the Kolkata Municipal Corporation, Ward No.122.in

the District of South 24-Parganas, Addl. District Sub-Registration Office, Behala, District Sub-Registration Office, Alipore, together with all user and easement rights on adjacent paths and passages and all other rights, benefits, privileges, facilities etc. attached therein and thereto, which is butted and bounded in the manner as follows:-

ON THE NORTH : E.P. No.14 (House of 205 Ustad Amir Khan Sarani)

ON THE SOUTH : K.M.C. Road. (Ustad Amir Khan Sarani)

ON THE EAST : E.P. No.64 (Pond)

ON THE WEST : Colony Road.

Road Zone:- Kalipur Road to Haridevpur Adarsha Vidyapith)

SCHEDULE 'B' ABOVE REFERRED TO

(The Owners' Allocation)

OWNERS' ALLOCATION :- Shall mean : The Owners shall get from the Developer free of cost in lieu of their land, 50% of the total sanctioned F.A.R. of the K.M.C. viz. (i) 50% of the Ground Floor including commercial Space and parking space, (ii) Entire Second Floor of the said proposed multi-storied building, (iii) 50% of the Third Floor TOGETHER WITH undivided impartible proportionate share or interest in the land at K.M.C. Premises No. 204, Ustad Amir Khan Sarani, P.S. Thakurpukur, now Haridevpur, Kolkata-700082 having Assesse No. 41122090- 2023, within the limits of the Kolkata Municipal Corporation, Ward No.122, in the District of South 24-Parganas, along with all common rights, benefits, privileges, facilities etc. in the common parts and service areas in common with other Owners and occupiers of the Multi-storied building.

SCHEDULE 'C' ABOVE REFERRED TO*(The Developer's Allocation)*

DEVELOPER'S ALLOCATION :- Shall mean, save and except the Owners' Allocation in the manner as stated above mentioned above, all the remaining 50% construction area of the proposed multi-storied building to be constructed as per plan to be sanctioned by the K.M.C. i.e. the remaining flats, units, common spaces, ultimate roofs as common etc. in the said new multi-storied building at the said premises together with undivided, proportionate, impartible share of the land of the K.M.C. Premises No. 204, Ustad Amtr Khan Sarani, P.S. Thakurpukur, now Haridevpur, Kolkata-700082 having Assesse No. 41122090- 2023, within the limits of the Kolkata Municipal Corporation, Ward No.122.in the District of South 24-Parganas, along with all common rights, benefits, privileges, facilities etc. in the common parts and service areas in common with other flat/unit Owners and occupiers of the Multi-storied building,

SCHEDULE - 'D' ABOVE REFERRED TO

(Common areas and facilities reserved for the flat/flats, unit/units holders within the premises)

1. The land comprised in the premises and the multi-storied building with all plumbing system, electric system, sewerage system, common paths and lobbies all ground floor open space, general lighting of the common portions shall be provided.
2. Drains, sewers, main water connection from the Kolkata Municipal Corporation to the underground main water delivery pipelines from the semi-underground reservoir to overhead water tank, all distribution pipe lines to kitchen and toilets of different units and/or to the common portions.

3. That the Kolkata Municipal Corporation water supply to be reserved in underground tank and thereafter shall be lifted to the overhead tank by the self pump arrangement system of the premises.
4. Staircase and landings from ground floor to the roof level and lobbies common to staircase at different floors and the ultimate roof, with elevators.
5. Water pumps and motors, electrical wiring and main switch gears, main electrical distribution boards, electrical wiring and other installations and fittings, main electric meter and access to pump room, electric meter space, but shall not have any right of access of other areas specifically for other purposes.
6. Boundary walls, main gates, driveways to the premises and the multi-storied building.
7. All other common areas and services of the multi-storied building including all construction and installations thereon and proportionate share of land attributable in the said area of flat which includes area of staircase depth of walls and other service areas.
8. Right of egress and ingress to top floor ultimate roof, all beams rafters, columns, supports etc.
9. Easement right over the common ultimate roof over the Multi-storied building.
10. Common toilets with tab facilities in the ground floor.

SCHEDULE 'E' ABOVE REFERRED TO

(Common Expenses)

1. All cost of maintenance, operating, replacing, white washing, painting, multi-storied building, reconstructing, decorating and lighting the common portions including the outer walls of the multi-storied building and boundary walls, staircase, top floor ultimate roof, water pipes, electric wires etc.

2. Municipal and other rates and taxes and other outgoings till separately assessed or incurred in respect of any unit.
3. Cost of establishment of the Association of the flats or unit holders relating to common purposes.
4. Any other expense or expenses for common purposes including salary of watchman/darwan, sweeper etc. or other expenses.
5. Other expenses if any, of the Association incurred for maintaining the office for common purposes.

(Said Multi-storied building)

(BRIEF SPECIFICATION OF WORK)

Structure & Foundation: i). Multi-storied building design to be on RCC Framed structures, conforming to "National Multi-storied building Code" for the multi-storied buildings and garages. ii). Super structures to be RCC framed structure, as approved by Licenced Architect and Structural Engineer.

1. **External Walls :**

- i). 8" thick brick wall with both side cement mortar / plaster.
- ii). ultimate Roof walls to have 3'6" brick parapet wall with plaster& cement primer painting (inside face).
- iii). External walls of the main multi-storied building to be finished with multiple coats of standard primer and final coat will be "Weather Shield" paints of standard quality/make, like Asian Paints or Berger.

2. **Internal Partition walls:**

- i). All internal walls to be 5"/3" thick brick wall with Cement mortar/plaster.
- ii). All internal walls and ceilings, including of staircase to be finished with Wall Putty.
- iii). Boundary wall to be 4' high, with 5" brick walls with Cement

mortar/plaster, finished with standard paints.

3. **Flooring** : i). All flats to have "Vitrified" flooring with 4" high Skirting .
- ii). Staircases tried / riser / mid landing to have "Marble" flooring.
- iii). Garages and open area on ground floor to have concrete flooring and neat cement finish.
- iv). Roofs to have Reinforced Concrete Slabs, with 'water treated' roof floors finishing.

4. **Kitchen** : i). Kitchens to have "Vetrified" flooring.
- ii). Kitchen selves made of Black stone with "Green Marble" top working platform as per kitchen size.
- iii). Walls to have "Glazed Ceramic tiles" upto 3' high skirting from Cooking slab.
- iv). 1 no. "SS Sink" with 1 water tap and washing enclosure with 1 tap underneath.
- v). All plumbing works will be concealed in walls.
- vi). Provision of 1 no. exhaust fan to be made.

5. **Toilets** : i). Toilets to have "Anti Skid Tiles/ Marble' flooring
- ii). Walls to have "Glazed tiles" up to 6' high skirting.
- iii). 1 no. ISI Marked standard white basin.

iv). 1 no. Western Commode with Cistern, white colour, 1 no. tap beside.

v). 2 nos. taps, 1 no shower to be provided.

vi). 1 no. exhaust fan to be provided.

vii). All plumbing works will be concealed in walls.

viii). All taps, showers to have ISI marked.

6. **Railings & Main and Garage Gates:** i). Staircase and Verandah to have "MS Grill Railings".

ii). Only Multi-storied building main entrance gates, garage gates to be of MS Grill gates, finished with enamel paints.

7. **Doors & Windows :** i). Door frames to be of good quality "Malasian Sal Wood".

ii). Main doors of size 6'6" x 3'6" (4" x 2.5") - 30 mm flash door, and both side laminated, fitted with door stoppers.

iii). Inside doors 6'6" x 3" (3' x 2.5"), Verandah 6'6" x 2'6" (3' x 2.5') - 30 mm flash doors, fitted with door stoppers, with good quality wooden frame.

iv). Windows to have "Box type", with Aluminium Channel Sliding windows, glass fittings.

v). Toilets to have PVC doors.

vi). Each doors to have Anodized Aluminiumhass-bolt, tower bolts, door stoppers.

8. **Sanitary & Plumbing** : i). Soil line and waste water line shall be of PVC and water supply of UPVC, concealed pipeline with standard quality of ISI marked standard fittings and fixtures.
9. **Water Supply & Sewerage system**: i). Water supply facilities as per KMC norms, with underground reservoirs. Provision of 24 hours uninterrupted water supply from reservoir to over head Tank.
 ii). Over head tank to be of fully "PVC type", .
 iii). 1 no. high HP electric pump at the ground level for lifting water.
 iv). Water line shall be PVC pipes fittings, concealed.
 v). Sewerage tanks and systems to be as per KMC norms.
10. **Electricals** : All electricals items to have ISI marked, concealed wiring with copper conductors, complete with switches, MCB and DB main switches. All wires to have "Finolex" make.
11. **Electrical Points** : All electrical switches to have "Modular Type" with ISI marked, with following points.

	Lights	Fans	5 Amp Plugs	15 Amp Plugs
Each flat only one bedroom	2 nos	1 no	1 no	1 no (AC Point)
Drawing room	2 nos	1 no	1 no	
Dining room	2 nos	1 no	1 no	
Toilets	1 no	—	1 no exhaust fan space & point	1 no (Geyser)
Kitchens	1 no	1 no	1 no exhaust fan space & point	1 no (MicroWave)

12. **Electric Meter** : Main Service meter to be arranged by the developer as per CESC norms. Owners have to pay extra charges for CESC for each meter required.

IN WITNESSETH WHEREOF the PARTIES herein put their respective sign and seal on the day month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of WITNESSES :

১) কায়ল শঙ্কর চাকর্য Bina Roy
২) ক. বি. ওয়ালাদ আমির
কাম সারামি কল-৪২

১) কায়ল শঙ্কর চাকর্য
২) জয় শঙ্কর চাকর্য
By the Son of H. S. Chakrabarty
SIGNATURE OF THE OWNERS

২) জয় শঙ্কর চাকর্য
কাম সারামি কল-৪২

N B R CONSTRUCTION LLP

Rajeshwar

Partner

SIGNATURE OF THE DEVELOPERS

Drafted by :

Amalabha Ray

Advocate

NB-296/1984

Ajmer police Court

K01-27

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	left hand					
right hand						

Name

Signature



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Name *BINA CHAKRABORTY*

Signature *বীণা চক্রবর্তী*

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right hand					

Name *BINA ROY*

Signature *Bina Roy*

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right hand					






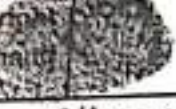
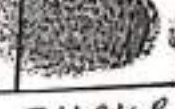
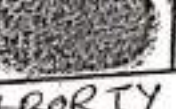


Name *UMA CHAKRABORTY*

Signature *Uma Chakraborty*









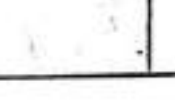

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Name

Signature

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Name Jay SHANKAR CHAKRABORTY
 Signature Jay Shankar Chakrabarty
 by the hand of Officer M. D.

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right hand						

Name RAJESH SHAW
 Signature Rajesh Shaw

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right hand						

Name

Signature






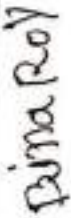


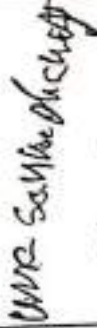


Government of West Bengal






Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS, District Name : South 24-Parganas

Signature / LTI Sheet of Query No/Year 16022002402380/2023

1. Signature of the Person(s) admitting the Execution of Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Rina Chakraborty 204/n, Ustad Amir Khan Sarani, City:-, P.O:- Haridevpur, P.S:- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700082	Land Lord			 28/09/2023
2	Bina Roy Ram Krishna Nagar K K Road, 375, City:-, P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN:- 700082	Land Lord			 28/9/2023
3	Uma Shankar Chakraborty 204/n, Ustad Amir Khan Sarani, City:-, P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN:- 700082	Land Lord			 28/09/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Joy Shankar Chakraborty 204/n, Ustad Amir Khan Sarani, City:-, P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082	Land Lord			Joy Shankar Chakraborty by hand Ujjwal Mondal 28/9/2023
5	Mr Raju Shaw 249A, Motilal Gupta Road, City:-, P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082	Representative of Developer [NBR Constructi on LLP]			Raju Shaw 28/9/2023
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Ujjwal Mondal Son of Mr M Mondal Alipore Police Court, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	Rina Chakraborty, Bina Roy Uma Shankar Chakraborty, Shankar Chakraborty, Mr Raj Shaw			Ujjwal Mondal 28/09/2023

(Suman Basu)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I
I SOUTH 24-PARGANAS
South 24-Parganas, West Bengal



r-146081

Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



270920232023780519

GRIPS Payment Detail

GRIPS Payment ID:	270920232023780519	Payment Init. Date:	27/09/2023 17:41:13
Total Amount:	130	No of GRN:	1
Bank/Gateway:	State Bank of India	Payment Mode:	Online Payment
BRN:	IKOCLTBB12	BRN Date:	27/09/2023 17:43:37
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

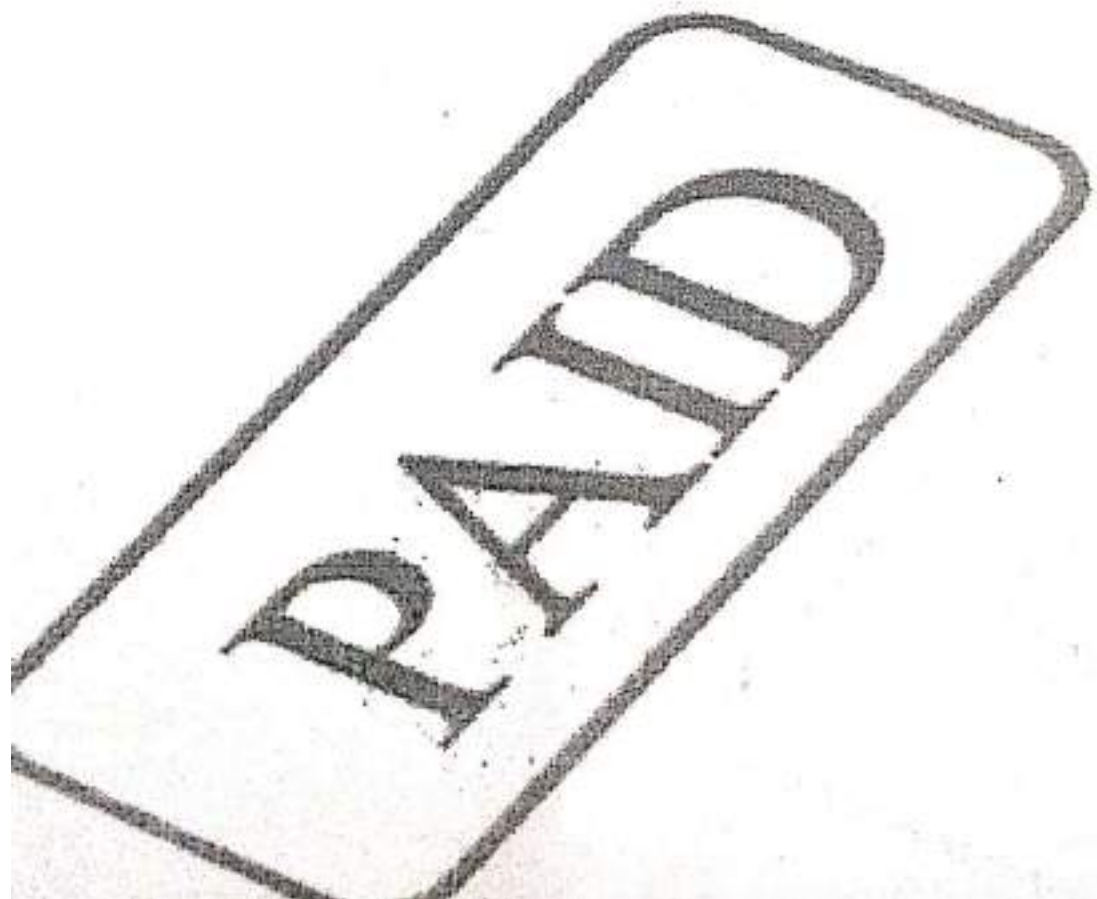
Depositor Details

Depositor's Name: Raju Shaw
Mobile: 7003561247

Payment (GRN) Details

S. No	GRN	Department	Amount (₹)
1	192023240237805211	Directorate of Registration & Stamp Revenue	130
Total			130

IN WORDS: ONE HUNDRED THIRTY ONLY.
DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240237805211

GRN Details

GRN:	192023240237805211	Payment Mode:	Online Payment
GRN Date:	27/09/2023 17:41:13	Bank/Gateway:	State Bank of India
BRN :	IKOCLTBB12	BRN Date:	27/09/2023 17:43:37
GRIPS Payment ID:	270920232023780519	Payment Init. Date:	27/09/2023 17:41:13
Payment Status:	Successful	Payment Ref. No:	2002402380/6/2023 (Query No**Query Year)

Depositor Details

Depositor's Name:	Raju Shaw
Address:	248A Motilal Gupta road 700082, West Bengal, 700082
Mobile:	7003561247
Contact No:	7003561247
Depositor Status:	Buyer/Claimants
Query No:	2002402380
Applicant's Name:	Mr Ujjwal Mondal
Address:	D.S.R. -II SOUTH 24-PARGANAS
Office Name:	D.S.R. -II SOUTH 24-PARGANAS
Identification No:	2002402380/6/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 6
Period From (dd/mm/yyyy):	27/09/2023
Period To (dd/mm/yyyy):	27/09/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002402380/6/2023	Property Registration- Stamp duty	0030-02-103-003-02	70
2	2002402380/6/2023	Property Registration-Registration Fees	0030-03-104-001-16	60
			Total	130

IN WORDS: ONE HUNDRED THIRTY ONLY

PAID

Major Information of the Deed

Deed No.:	I-1602-14608/2023	Date of Registration:	04/10/2023
Query No./Year	1602-2002402380/2023	Office where deed is registered	
Query Date	20/09/2023 5:43:15 PM	D.S.R. - II SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Ujwal Mondal Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9874255340, Status: Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs: 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth Value	Market Value		
Rs. 2/-	Rs. 18,10,499/-		
Stamp duty Paid (50)	Registration Fee Paid		
Rs. 5,070/- (Article-48(g))	Rs. 60/- (Article-E, E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ustad Amir Khan Sarani, Road Zone : (Kalipur Road – Haridebpur Adarsha Vidyapith (Ward 122)) . . Premises No: 204, .
Ward No: 122 Pin Code : 700082

Sch No.	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		3 Katha 12 Chatak 24 Sq Ft	1/-	17,02,499/-	Property is on Road
Grand Total :					6.2425Dec	1 /-	17,02,499 /-	

Structure Details :

Sch No.	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	1/-	1,08,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete.					
Total :		400 sq ft	1 /-	1,08,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Rina Chakraborty Wife of Shri Kajal Chakraborty 204/n, Ustad Amir Khan Sarani, City- , P.O.- Haridevpur, P.S.-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN- 700082 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: cxxxxxx9r, Aadhaar No: 85xxxxxx7725, Status :Individual, Executed by: Self, Date of Execution: 27/09/2023 , Admitted by: Self, Date of Admission: 02/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 27/09/2023 , Admitted by: Self, Date of Admission: 02/10/2023 ,Place : Pvt. Residence</p>
2	<p>Bina Roy Wife of Late Gopal Roy Ram Krishna Nagar K K Road, 375, City- , P.O.- Haridevpur, P.S.-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: gjxxxxxx7d, Aadhaar No: 20xxxxxx6282, Status :Individual, Executed by: Self, Date of Execution: 27/09/2023 , Admitted by: Self, Date of Admission: 02/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 27/09/2023 , Admitted by: Self, Date of Admission: 02/10/2023 ,Place : Pvt. Residence</p>
3	<p>Uma Shankar Chakraborty Son of Late Laxmi Narayan Chakraborty 204/n, Ustad Amir Khan Sarani, City:- , P.O.- Haridevpur, P.S.-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ayxxxxxx9f, Aadhaar No: 78xxxxxx0843, Status :Individual, Executed by: Self, Date of Execution: 27/09/2023 , Admitted by: Self, Date of Admission: 02/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 27/09/2023 , Admitted by: Self, Date of Admission: 02/10/2023 ,Place : Pvt. Residence</p>
4	<p>Joy Shankar Chakraborty (Presentant) Son of Late Laxmi Narayan Chakraborty 204/n, Ustad Amir Khan Sarani, City:- , P.O.- Haridevpur, P.S.-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: Czxxxxxx3g, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 27/09/2023 , Admitted by: Self, Date of Admission: 02/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 27/09/2023 , Admitted by: Self, Date of Admission: 02/10/2023 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>N B R Construction LLP Flat No: 1C, 249A, Motilal Gupta Road, City:- , P.O.- Haridevpur, P.S.-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 , PAN No.: AAxxxxxx7K, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr Raju Shaw Son of Mr Ramkrishn Shaw 249A, Motilal Gupta Road, City:- , P.O.- Haridevpur, P.S.-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ayxxxxxx3r, Aadhaar No: 27xxxxxx9560 Status : Representative, Representative of : N B R Construction LLP (as partner)</p>

Identifier Details :

Name	Photo	House Print	Signature
Mr Ujjwal Mondal Son of Mr M Mondal Alipore Police Court, City- , P.O:- Alipore, P.S.-Alipore, District-South 24-Parganas, West Bengal, India, PIN- 700027			

Identifier Of Rina Chakraborty, Bina Roy, Uma Shankar Chakraborty, Joy Shankar Chakraborty, Mr Raju Shaw

Transfer of property for LI

Sl.No	From	To, with area (Name-Area)
1	Rina Chakraborty	N B R Construction LLP-1,56063 Dec
2	Bina Roy	N B R Construction LLP-1,56063 Dec
3	Uma Shankar Chakraborty	N B R Construction LLP-1,56063 Dec
4	Joy Shankar Chakraborty	N B R Construction LLP-1,56063 Dec

Transfer of property for IS 1


Sl.No	From	To, with area (Name-Area)
1	Rina Chakraborty	N B R Construction LLP-100.00000000 Sq Ft
2	Bina Roy	N B R Construction LLP-100.00000000 Sq Ft
3	Uma Shankar Chakraborty	N B R Construction LLP-100.00000000 Sq Ft
4	Joy Shankar Chakraborty	N B R Construction LLP-100.00000000 Sq Ft

Endorsement For Deed Number : 1-160214008 / 2023

On 27-09-2023

Certificate of Market Value (WB PUVA rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 18,10,499/-.


Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 02-10-2023

Presentations (Under Section 32 & Rule 22A(3) 46(1) W.B. Registration Rules, 1962)

Presented for registration at 18:50 hrs on 02-10-2023, at the Private residence by Joy Shankar Chakraborty, one of the Executants.

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


Execution is admitted on 02/10/2023 by 1. Rina Chakraborty, Wife of Shri Kajal Chakraborty, 204/n, Road: Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession House wife, 2. Bina Roy, Wife of Late Gopal Roy, Ram Krishna Nagar K K Road, 375, P.O. Haridevpur, Thana: Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession House wife, 3. Uma Shankar Chakraborty, Son of Late Laxmi Narayan Chakraborty, 204/n, Road: Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Business, 4. Joy Shankar Chakraborty, Son of Late Laxmi Narayan Chakraborty, 204/n, Road: Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Others

Identified by Mr Ujwal Mondal, Son of Mr M Mondal, Alipore Police 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 02-10-2023 by Mr Raju Shaw, partner, N B R Construction LLP (LLP), Flat No: 1C, 249A, Motilal Gupta Road, City:-, P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082

Identified by Mr Ujwal Mondal, Son of Mr M Mondal, Alipore Police Court, P.O: Alipore, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk


Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 04-10-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60,00/- (E = Rs 28,00/-, M = Rs 28,00/-, M(b) = Rs 4,00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 60/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 27/09/2023 5:43PM with Govt. Ref. No. 192023240237805211 on 27-09-2023, Amount Rs: 60/-, Bank:
State Bank of India (SBIN0000001), Ref. No. BKCLTBBI2 on 27-09-2023, Head of Account 0030-03-104-001-18

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,070/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 36395, Amount: Rs.5,000.00/-, Date of Purchase: 27/09/2023, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 27/09/2023 5:43PM with Govt. Ref. No: 192023240237805211 on 27-09-2023, Amount Rs: 70/-, Bank:
State Bank of India (SBIN0000001), Ref. No. BKCLTBBI2 on 27-09-2023, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2023, Page from 543111 to 543159
being No 160214608 for the year 2023.



Suman

Digitally signed by Suman Basu
Date: 2023.11.02 16:30:32 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 02/11/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.