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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Verified that the document is admitted to registration. The signature sheet and endorsement sheets attached to the document are the part of the document.

*[Signature]*  
Additional District Sub-Registrar  
Belgharia, 24 Pgs. (N)  
9 NOV 2020

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT**, strictly under Joint

Venture basis is made on this the 9th day of November 2020 (Two Thousand Twenty).

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**BETWEEN**

(1) **SMT. RUPBANI MANNA**, having (PAN - AFLPM5867R), having (Aadhaar No. - 4452 4817 0845), wife of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Housewife, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, (2) **SRI SUBRATA MANNA**, having (PAN - AELPM1640M), having (Aadhaar No. - 8345 9796 7715), son of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, (3) **SRI DEBABRATA MANNA**, having (PAN - AFBPM4032N), having (Aadhaar No. - 5624 9446 1246), son of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, (4) **SMT. KAKALI BANERJEE**, having (PAN - AEAPB6847G), having (Aadhaar No. - 9832 2451 3470), wife of Sri Swarup Banerjee, daughter of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Housewife, residing at 15, Sebagram Pally, P.O. & P.S. - Belgharia, Kolkata - 700056, District - North 24 Parganas and (5) **MITHU CHANDRA**, having (PAN - AGEPC1136D), having (Aadhaar No. - 3149 0504 4304), daughter of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Household Work, residing at 50/B, Kailash Bose Street, P.O. & P.S. - Amherst Street, Kolkata - 700006, hereinafter jointly and collectively called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the "**FIRST PART**".

**AND**

**A. R. CONSTRUCTION**, having (PAN - AAFFA4760J), a Partnership Firm, having its office at 153/1, B. T. Road, Vikram A.C. Market, 2nd Floor, Room No. - 93 & 94, P.O. - I.S.I., P.S. - Baranagar, Kolkata - 700 108, Dist. - North 24 Parganas, represented by its Partners namely (1) **SRI AMIT DASGUPTA**,

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having (PAN - AGGPD5790E), having (Aadhaar No. - 2346 9499 3477), son of Late Bimal Kumar Dasgupta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 5, Desh Pran Sasmal Avenue, P.O. - I.S.I., P. S. - Baranagar, Kolkata - 700108, District - North 24 Parganas and (2) SRI RATAN BISWAS, having (PAN - AEAPB0938A), having (Aadhaar No. - 3034 7691 2263), son of Late Monomohan Biswas, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at DL-229, Flat - A-6, Sector - II, Salt Lake, P.O. - Sech Bhaban, P.S. - Bidhannagar (North), Kolkata - 700091, District - North 24 Parganas, hereinafter jointly called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Partners, executors, successors, successors-in-office, successor-in-interest, administrators, legal representatives and assigns) of the "SECOND PART".

WHEREAS one Motilal Ghosh, a Bengalee Hindu Governed under the Dayabhaga School of Hindu Law was absolutely seized and possessed of considerable propertles in Mouza - Ariadaha Kamarhati in the then District of 24 Parganas who died Intestate leaving behind him three sons namely Sashi Bhusan Ghosh, Manick Chandra Ghosh and Manmotha Nath Ghosh as the sole heirs and legal representatives to succeed his estate.

AND WHEREAS out of the said three sons one of them the said Manmotha Nath Ghosh died intestate leaving behind his wife Smt. Setangini Dasi and six sons namely Nilratan Ghosh, Rashbehari Ghosh, Bijay Kumar Ghosh, Anil Kumar Ghosh, Sushil Kumar Ghosh and Haradhan Ghosh as his sole heiress, heirs and legal representatives to succeed his eatate.

AND WHEREAS thus the said Sashi Bhusan Ghosh, Manick Chandra Ghosh and the aforesaid legal representatives of Manmotha Nath Ghosh since deceased were seized and possessed of 1/3rd undivided share each in 0.41 acres of land at Mouza - Ariadaha Kamarhati in Khatian No. - 1109, C.S. Dag Nos. - 3314 and 3385.

AND WHEREAS the said Sashi Bhusan Ghosh, Manik Chandra Ghosh and the aforesaid legal representatives of Manmotha Nath Ghosh conveyed,



assured and assigned all their right, title, interest in respect of those 0.41 acres of land at Mouza - Ariadaha Kamarhati comprised in Khatian No. - 1109, C.S. Dag Nos. - 3314 and 3385 in favour of Satyendra Nath Ghosh, Sunil Kumar Ghosh, Saroj Kumar Ghosh, Sushil Kumar Ghosh, Sudhir Kumar Ghosh and Sadananda Ghosh all sons of Nripendra Nath Ghosh deceased, all residing at 2, South Nawdapara Road, Police Station - Baranagar, in the then District of 24 Parganas on valuable consideration through a Deed of Sale dated 29th January, 1957 and which was duly Registered at Cossipore Dum Dum Sub Registry Office and recorded in Book No. - I, Volume No. - 27, Page Nos. - 111 to 115, Being No. - 622 for the year 1957.

**AND WHEREAS** the said Satyendra Nath Ghosh and five others conveyed, transferred, assured and assigned all their right, title, interest in favour of Panchu Ram Shaw also known as Panchu Prosad Gupta, son of Chandi Ram Shaw of 258/15, Acharya Prafulla Chandra Road, P.S. - Narkeldanga, Calcutta - 700006 in respect of a portion of land measuring 12 cottahs 7 chittacks 22 ½ sq.ft. under Khatian No. - 1109, C.S. Dag No. - 3314, Touzi No. - 173, being Plot No. - 1, through a Deed of Conveyance dated 13th July, 1959 which was duly registered before the then Sub-Registrar, Cossipore Dum Dum and recorded in Book No. - I, Volume No. - 80, Page Nos. - 156 to 162, Being No. - 5685 for the year 1959.

**AND WHEREAS** since then the said Panchu Ram Shaw alias Panchu Prosad Gupta, was seized and possessed of the said Plot No. - 1, measuring about 12 cottahs 7 chittacks 22 ½ sq.ft. of land except a small strip of land measuring 25'-3" in length and 12' feet in breadth which has been encroached upon by one Ramesh Shaw, the adjacent plot Owner.

**AND WHEREAS** out of aforesaid land, the said Panchu Ram Shaw, also known as Panchu Prosad Gupta, by dint of 4 (Four) separate Registered Deed of Conveyance sold, conveyed and transferred his property in favour of (1) Smt. Rupbani Manna, wife of Sri Joydeb Manna, (2) Sri Subrata Manna, son of Sri Joydeb Manna (3) Sri Debabrata Manna, son of Sri Joydeb Manna and (4) Sri Joydeb Manna, son of Hiralal Manna, all of 7 Nilganj Road, P.S. - Belgharia, Kolkata - 700 056, Dist. - 24 Parganas (North).



**AND WHEREAS** said Smt. Rupbani Manna the present co-owner No. - 1 herein by virtue of a Registered Deed of Conveyance dated 21.07.2000, purchased a plot of land measuring about 3 cottahs 1 chittack 29 sq.ft. more or less with structure from the then Vendor Panchu Ram Shaw also known as Panchu Prosad Gupta, son of Late Chandī Ram Shaw of 258/15, Acharya Prafulla Chandra Road, P.S. - Narkeldanga, Calcutta - 700006 at valuable consideration stated therein, which was duly Registered in the office of Additional Registrar of Assurances - II, Kolkata and Recorded in Book No. - I, Volume No. - 23, Pages 227 to 240, Being No. - 562, for the year 2001, and the said land lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109, C.S. / R.S. Dag No. - 3314, the then Holding No. - 213, Ward No. - 11, within the limits of Kamarhati Municipality, P.S. Belgharia, Kolkata - 700057, being Premises No. - 5/3, M. M. Feeder Road, District 24 Parganas (North).

**AND WHEREAS** said Sri Subrata Manna the present co-owner No. - 2, herein by virtue of a Registered Deed of Conveyance dated 21.07.2000 purchased a plot of land measuring about 3 cottahs 1 chittack 43 sq.ft. more or less with structure from the then Vendor Panchu Ram Shaw also known as Panchu Prosad Gupta, son of Late Chandī Ram Shaw of 258/15, Acharya Prafulla Chandra Road, P.S. - Narkeldanga, Calcutta - 700006 at valuable consideration stated therein, which was duly Registered in the office of Additional Registrar of Assurances - II, Kolkata and Recorded in Book No. - I, Volume No. - 23, Pages 253 to 263, Being No. - 564, for the year 2001, and the said land lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109, C.S. / R.S. Dag No. - 3314, the then Holding No. - 213, Ward No. - 11, within the limits of Kamarhati Municipality, P.S. Belgharia, Kolkata - 700057, being Premises No. - 5/3, M. M. Feeder Road, District 24 Parganas (North).

**AND WHEREAS** said Sri Debarata Manna the present co-owner No. - 3, herein by virtue of a Registered Deed of Conveyance dated 21.07.2000 purchased a plot of land measuring about 2 cottahs 10 chittacks 27 sq.ft. more or less with structure from the then Vendor Panchu Ram Shaw also known as Panchu Prosad Gupta, son of Late Chandī Ram Shaw of 258/15, Acharya Prafulla Chandra Road, P.S. - Narkeldanga, Calcutta - 700006 at valuable consideration stated therein



which was duly Registered in the office of Additional Registrar of Assurances - II, Kolkata and Recorded in Book No. - I, Volume No. - 23, Pages 264 to 278, Being No. - 565, for the year 2001, and the said land lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109, C.S. / R.S. Dag No. - 3314, the then Holding No. - 213, Ward No. - 11, within the limits of Kamarhati Municipality, P.S. Belgharia, Kolkata - 700057, being Premises No. - 5/3, M. M. Feeder Road, District 24 Parganas (North).

**AND WHEREAS** said Sri Joydeb Manna (now deceased), the husband of Land Owner No. - 1, and father of Land Owner No. - 2 to 5, during his lifetime purchased a plot of land measuring about 3 cottahs 2 chittacks 11 sq.ft. more or less with structure by a Registered Deed of Conveyance dtd. 21.07.2000, comprised of and contained in Mouza - Ariadaha Kamarhati, J. L. No. 1 Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109, C.S. / R.S. Dag No. - 3314, the then Holding No. - 213, Ward No. 11, within the limits of Kamarhati Municipality, P.S. - Belgharia, Kolkata - 700 057, being Premises No. - 5/3, M. M. Feeder Road, Dist. - 24 Parganas North, from the then Vendor Panchu Ram Shaw also known as Panchu Prosad Gupta, son of Late Chandi Ram Shaw of 258/15, Acharya Prafulla Chandra Road, P.S. - Narkeldanga, Calcutta - 700006 at valuable consideration stated therein which was duly Registered on 21.07.2000 in the office of Additional Registrar of Assurances - II, Kolkata and Recorded in Book No. - I, Volume No. - 23, Pages from 241 to 252, Being No. - 563 for the year 2001.

**AND WHEREAS** one Motilal Ghosh, a Bengali Hindu Governed under the Dayabhaga School of Hindu Law was absolutely seized and possessed of considerable properties in Mouza - Ariadaha Kamarhati in the then District of 24 Parganas who died intestate leaving behind him three sons namely Sashi Bhusan Ghosh, Manick Chandra Ghosh and Manmotha Nath Ghosh as the sole heirs and legal representatives to succeed his estate.

**AND WHEREAS** out of the said three sons one of them the said Manmotha Nath Ghosh died intestate leaving behind his wife Smt. Setangini Dasi and six sons namely Nilratan Ghosh, Rashbehari Ghosh, Bijay Kumar Ghosh, Anil Kumar Ghosh, Sushil Kumar Ghosh and Haradhan Ghosh as his sole heiress, heirs and legal representatives to succeed his estate.



**AND WHEREAS** thus the said Sashi Bhusan Ghosh, Manick Chandra Ghosh and the aforesaid legal representatives of deceased Manmotha Nath Ghosh were seized and possessed of 1/3rd undivided share each in 0.41 acres of land, conveyed, assured and assigned all their right, title, interest in respect of those at Mouza - Ariadaha Kamarhati in comprised in Khatian No. - 1109, C.S. Dag Nos. - 3314 and 3385 in favour of Satyendra Nath Ghosh, Sunil Kumar Ghosh, Saroj Kumar Ghosh, Sushil Kumar Ghosh, Sudhir Kumar Ghosh & Sadananda Ghosh, all sons of Late Nripendra Nath Ghosh, all residing at 2, South Nawdapara Road, Police Station - Baranagar, now Belgharia, in the then District 24 Parganas through a Deed of Sale dated 29th day of January, 1957 and registered in the Sub Registry Office at Cossipore Dum Dum, entered in Book No. - 1, Volume No. - 27, Pages 111 to 115, Being No. - 622, for the year 1957.

**AND WHEREAS** the said Satyandra Nath Ghosh along with his other five brothers sold, conveyed, transferred, assured and assigned a plot of land measuring about 12 Cottahs 7 Chittacks & 22 1/2 Sq. Ft. more or less out of their total plot of land 0.41 acres at valuable consideration, lying and situates at Mouza - Ariadah Kamarhati, comprised in C. S. Dag Nos. - 3314 & 3385, under Khatian No. - 1109, in favour of Sri Panoram Lal Shaw and Sri Hira Lal Shaw, both sons of Late Kunja Ram Shaw by executing a registered sale Deed dated 13.07.1959 which was duly registered in the Sub Registry Office at Cossipore Dum Dum, and recorded in Book No. - I, Volume No. - 78, Pages 136 to 141 Being No. - 5686, for the year 1959.

**AND WHEREAS** by a Deed of Partition, dated 24.12.1968, the said Panoram Lal Shaw & Hira Lal Shaw divided and Partitioned their said property measuring about 12 cottahs 7 chittacks 22 1/2 sq.ft. between themselves whereupon Panoram Lal Shaw was allotted Lot "A", measuring about 6 cottahs 3 chittacks 33 1/4 sq.ft. and the said Hira Lal Shaw was allotted Lot "B" measuring about 6 cottahs 3 chittacks 33 3/4 sq.ft. of the said land and the said Deed of Partition was duly registered at the Office of Registrar of Assurances, Calcutta and recorded in Book No. - I, Volume No. - 199, Pages 166 to 190, Being No. - 6033, for the year 1968.



**AND WHEREAS** since after partition of the aforesaid property Sri Pancham Lal Shaw was owned and possessed his share of land measuring about 6 cottahs 3 chittacks 33 1/4 sq.ft. lying and situates at Mouza - Ariadaha Kamarhati, under Khatian No. - 1109, C. S. Dag Nos. - 3385 and 3314, Touzi No. - 173, being Holding No. - 213, under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/3, Feeder Road, Kolkata - 700 057, the said plot of land was duly mutated in the Assessment Register of Kamarhati Municipality and after mutation of the same the said Sri Pancham Lal Shaw had been occupying and enjoying the same in khas possession on payment of regular Municipal Taxes to the concerned Municipality.

**AND WHEREAS** out of aforesaid land, the said Pancham Lal Shaw, by dint of 4 (Four) separate Registered Deed of Conveyance sold, conveyed and transferred his property in favour of (1) Smt. Rupbani Manna, wife of Sri Joydeb Manna, (2) Sri Subrata Manna, son of Sri Joydeb Manna (3) Sri Debabrata Manna, son of Sri Joydeb Manna and (4) Sri Joydeb Manna, son of Late Hiralal Manna, all of 7 Nilganj Road, P.S. - Belgharia, Kolkata - 700 056, Dist. - 24 Parganas (North).

**AND WHEREAS** said Smt. Rupbani Manna the present co-owner No. - 1, by virtue of Registered Deed of Conveyance, dated 16.08.2001, purchased a plot of land measuring about 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Pancham Lal Shaw, son of Late Kunja Ram Shaw of 76, Karbala Tank Lane, P.S. - Battala, Calcutta - 700006 at valuable consideration stated therein which was duly Registered in the office of Additional District Sub Registrar Cossipore Dum Dum and Recorded in Book No. - I, Volume No. - 149, Pages 383 to 392, Being No. - 6114, for the year 2001, and the said land lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109, C.S. / R.S. Dag Nos. - 3385(P) and 3314(P), the then Holding No. - 213, Ward No. - 11, within the limits of Kamarhati Municipality, P.S. Belgharia, Kolkata - 700057, being Premises No. - 5/3, M. M. Feeder Road, District 24 Parganas (North).

**AND WHEREAS** said Sri Subrata Manna the present co-owner No. - 2, by virtue of Registered Deed of Conveyance, dated 16.08.2001, purchased a plot of



land measuring about 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Pancham Lal Shaw, son of Late Kunja Ram Shaw of 76, Karbala Tank Lane, P.S. - Battala, Calcutta - 700006 at valuable consideration stated therein which was duly Registered in the office of Additional District Sub Registrar Cossipore Dum Dum and Recorded in Book No. - 1, Volume No. - 150, Pages 11 to 20, Being No. - 6117, for the year 2001, and the said land lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109, C.S. / R.S. Dag Nos. - 3385(P) and 3314(P), the then Holding No. - 213, Ward No. - 11, within the limits of Kamarhati Municipality, P.S. Belgharia, Kolkata - 700057, being Premises No. - 5/3, M. M. Feeder Road, District 24 Parganas (North).

**AND WHEREAS** said Sri Debabrata Manna the present co-owner No. - 3, by virtue of Registered Deed of Conveyance, dated 16.08.2001, purchased a plot of land measuring about 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Pancham Lal Shaw, son of Late Kunja Ram Shaw of 76, Karbala Tank Lane, P.S. - Battala, Calcutta - 700006 at valuable consideration stated therein which was duly Registered in the office of Additional District Sub Registrar Cossipore Dum Dum and Recorded in Book No. - 1, Volume No. - 150, Pages 1 to 10, Being No. - 6116, for the year 2001, and the said land lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109, C.S. / R.S. Dag Nos. - 3385(P) and 3314(P), the then Holding No. - 213, Ward No. - 11, within the limits of Kamarhati Municipality, P.S. Belgharia, Kolkata - 700057, being Premises No. - 5/3, M. M. Feeder Road, District 24 Parganas (North).

**AND WHEREAS** said Joydeb Manna (now deceased) the husband of Land Owner No. - 1, and father of Land Owner No. - 2 to 5, during his lifetime purchased a plot of land measuring about 1 cottah 8 chittacks 42 sq.ft. more or less with structure by a Registered Deed of Conveyance dtd. 16.08.2001 comprised of and contained in Mouza - Ariadaha, Kamarhati, J. L. No. 1 Re. Su. No. - 12 Touzi No. - 173, under Khatian No. - 1109, C.S. / R.S. Dag Nos. - 3385(P) and 3314(P), the then Holding No. - 213, Ward No. 11, within the limits of Kamarhati Municipality, P.S. - Belgharia, Kolkata - 700 057, being Premises No. - 5/3, M. M. Feeder Road, Dist. - 24 Parganas North, from the

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then Vendor Pancham Lal Shaw son of Late Kunja Ram Shaw of 76, Karbala Tank Lane, P.S. - Battala, Kolkata - 700006 at valuable consideration stated therein, which was duly Registered on 16.08.2001 in the office of Additional District Sub-Registrar Cossipore Dum Dum and Recorded in Book No. - 1, Volume No. - 149, Pages 393 to 400, Being No. - 6115 for the year 2001.

**AND WHEREAS** having purchased the aforesaid Two Plots of Land one measuring more or less 3 cottahs 1 chittack 29 sq.ft. and another measuring more or less 1 cottah 8 chitticks 42 sq.ft. through the said Two separate registered Sale Deed being No. - 562 for the year 2001 and being No. - 6114 for the year 2001 respectively, the said Rupbani Manna became the sole and absolute owner of 2 (Two) aforesaid property total measuring an area 4 cottahs 10 chittacks 26 sq.ft. duly mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality as rightful owner on payment of usual rates and taxes, under Ward No. - 11, Holding No. - 213, and collecting receipts thereof and since then she has been possessing and enjoying the same under her absolute power, control and authority.

**AND WHEREAS** having purchased the aforesaid Two Plots of Land one measuring more or less 3 cottahs 1 chittacks 43 sq.ft. and another measuring more or less 1 cottah 8 chitticks 42 sq.ft. through the said Two separate registered Sale Deed being No. - 564 for the year 2001 and being No. - 6117 for the year 2001 respectively, the said Subrata Manna became the sole and absolute owner of 2 (Two) aforesaid property total measuring an area 4 cottahs 10 chittacks 40 sq.ft. duly mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful owner on payment of usual rates and taxes, under Ward No. - 11, Holding No. - 363, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority.

**AND WHEREAS** having purchased the aforesaid Two Plots of Land one measuring more or less 2 cottahs 10 chittacks 27 sq.ft. and another measuring more or less 1 cottah 8 chitticks 42 sq.ft. through the said Two separate registered Sale Deed being No. - 565 for the year 2001 and being No. - 6116 for the year 2001 respectively, the said Debabrata Manna became the sole and

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absolute owner of 2 (Two) aforesaid property total measuring an area 4 cottahs 3 chittacks 24 sq.ft. duly mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful owner on payment of usual rates and taxes, under Ward No. - 11, Holding No. - 363, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority.

**AND WHEREAS** having purchased the aforesaid Two Plots of Land one measuring more or less 3 cottahs 2 chittacks 11 sq.ft. and another measuring more or less 1 cottah 8 chittacks 42 sq.ft. through the said Two separate registered Sale Deed being No. - 563 for the year 2001 and being No. - 6115 for the year 2001 respectively, the said Joydeb Manna alias Joydev Manna, became the sole and absolute Owner of 2 (Two) aforesaid property total measuring an area 4 cottahs 11 chittacks 8 sq.ft. duly mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes, under Ward No. - 11, Holding No. - 363, and collecting receipts thereof and since then the property was under his power, control and authority till death.

**AND WHEREAS** while said Joydeb Manna was lawfully seized and possessed the same, he died intestate on 11.02.2019 leaving behind his wife Smt. Rupbani Manna, the Owner No. - 1 herein and Two sons namely Subrata Manna and Debabrata Manna, the Owner No. - 2 & 3 herein and Two married daughters namely Kakali Banerjee and Mithu Chandra, the Owner No. - 4 & 5 herein, as his only legal heirs and helresses and successors-in-interest in respect of his share in the aforesaid property.

**AND WHEREAS** according to Hindu Succession Act, by the above mentioned way all the Owners No. - 1 to 5, herein became the absolute joint Owners of the aforesaid Two Plots of Land, one measuring more or less 3 cottahs 2 chittacks 11 sq.ft. and another measuring more or less 1 cottah 8 chittacks 42 sq.ft. along with structure standing thereon and by paying rates and taxes in respect of all that piece and parcel of total land measuring an area 4 cottahs 11 chittacks 8 sq.ft. more or less, lying and situate at Mouza - Ariadaha



Kamarhati, J. L. No. - 1, Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in C.S. / R.S. Dag Nos. - 3314, 3385(P) and 3314(P) under Ward No. - 11, Holding No. - 213, within P.S. - Belgharia, Kolkata - 700 057 at Premises No. - 5/3, M. M. Feeder Road, in the District of 24 Parganas North.

**AND WHEREAS** thus in the manner as recited above the said Rupbani Manna, Subrata Manna, Debabrata Manna, Kakali Banerjee and Mithu Chandra the land Owners herein become the joint owner in their respective share each along with the share left by Joydeb Manna and they lawfully jointly seized and possessed ALL THAT piece and parcel of Bastu Land measuring an area 18 cottahs 4 chittacks 8 sq.ft. with structure standing thereon lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in C.S. / R.S. Dag Nos. - 3314, 3385(P) and 3314(P) under Ward No. - 11, Holding No. - 213, within P.S. - Belgharia, Kolkata - 700 057 at Premises No. - 5/3, M. M. Feeder Road, in the District of 24 Parganas North, without any interruption of others and all the present Owners herein have the absolute right, title and interest on the aforesaid property and the same bears a good marketable title and free from all encumbrances, charges, liens, mortgages whatsoever.

**AND WHEREAS** the said Joydeb Manna alias Joydev Manna during his lifetime along with present Owners namely Smt. Rupbani Mann, Sri Subrata Manna and Sri Debabrata Manna amalgamated their individual holdings into a single holding being amalgamated Holding No. - 363 under Ward No. - 11, against their total Plot of Land measuring an area 18 cottahs 4 chittacks 8 sq.ft. more or less with structure at Premises No. - 5/3, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700 057, District 24 Parganas North, which is fully described in the First Schedule properly, together with all easement common rights thereto by paying taxes and revenue to the proper authority.

**AND WHEREAS** the Owners herein having been came to learn that the Developer as experienced building Contractor and Developer firm have sufficient financial strength, as such the Owners have approached and requested the Developer firm to develop the said First Schedule property with all modern facilities after demolishing the existing structure if any by constructing a multi

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storied building at the said premises according to the building plan that will be sanctioned by the Kamarhati Municipality which has been mutually agreed by both the parties.

**AND WHEREAS** upon aforesaid representation of the Owners and verified of title of the Owners concerning the said premises and satisfied prior to execution of this Agreement the Developer have agreed to develop the said premises by constructing (G+4) storied building on the First Schedule property as Joint Venture system with the Owners.

**AND WHEREAS** the Second Part being an experienced and financial capable Developer approached the Owners to enter into Agreement for developing the said property with a formulated scheme to do so and for that after having several discussions regarding the terms and conditions of the Agreement, it has been settled that the terms and conditions should be fully embodied so that there should not be any confusion in the future towards the Agreement and Development of the said property. However, the Developer shall start the construction after getting the new Building plan to be sanctioned by the Kamarhati Municipality at its own costs and expenses as well as after demolition of the existing structures standing thereon.

**AND WHEREAS** the Developer / Second Part herein knowing such intention of the Owners herein approached them with the proposal for undertaking the construction of the new building at its own costs and expenses, according to the sanctioned plan to be sanctioned by the Kamarhati Municipality and after negotiation between the parties hereto, the Owners herein have finally accepted the proposal and the parties hereto are entering into this Agreement as per terms and conditions stated hereunder.

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

**ARTICLE : I DEFINITION**

- 1.1 **OWNERS** :- shall mean and include (1) **SMT. RUPBANI MANNA**, wife of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian,

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by occupation - Housewife, residing at 7, Nilgunj Road, P.O. & P.S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, (2) **SRI SUBRATA MANNA**, son of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, (3) **SRI DEBABRATA MANNA**, son of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, (4) **SMT. KAKALI BANERJEE**, wife of Sri Swarup Banerjee, daughter of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Housewife, residing at 15, Seagram Pally, P.O. & P.S. - Belgharia, Kolkata - 700056, District - North 24 Parganas and (5) **MITHU CHANDRA**, daughter of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Household Work, residing at 50/B, Kailash Bose Street, P.O. & P.S. - Amherst Street, Kolkata - 700006,

1.2 **DEVELOPER** :- shall mean and include **A. R. CONSTRUCTION**, a Partnership Firm, having its office at 153/1, B. T. Road, Vikram A.C. Market, 2nd Floor, Room No. - 93 & 94 P.O. - I.S.I., P.S. - Baranagar, Kolkata - 700 108, Dist. - North 24 Parganas, represented by its Partners namely (1) **SRI AMIT DASGUPTA**, son of Late Bimal Kumar Dasgupta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 5, Desh Pran Sasmal Avenue, P.O. - I.S.I., P. S. - Baranagar, Kolkata - 700108, District - North 24 Parganas and (2) **SRI RATAN BISWAS**, son of Late Monomohan Biswas, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at DL-229, Flat - A-6, Sector -II, Salt Lake, P.O. - Sech Bhaban, P. S. - Bidhannagar (North), Kolkata - 700091, District - North 24 Parganas.

1.3. **THE PREMISES** :- shall mean and include ALL THAT piece and parcel of Bastu Land measuring an area 18 cottahs 4 chittacks 8 sq.ft. together with R. T. structure having covered area 300 sq.ft. standing thereon lying and situated at Mouza - Ariadaha, Kamarhati, J. L. No. - 1, Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in C.S. /

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R.S. Dag Nos. - 3314, 3385(P) and 3314(P) under Ward No. - 11, Holding No. - 363, within P.S. - Belgharia, Kolkata - 700 057 at Premises No. - 5/3, M. M. Feeder Road, in the District of 24 Parganas North together with all easement and common rights thereto, which is morefully and particularly described in the First Schedule hereunder written.

- 1.4. **THE PROPOSED BUILDING** :- Shall mean and include (G+4) storied Building to be constructed on the said premises conformity with a Building Plan to be sanctioned by the Kamarhati Municipality. It is also noted that it (Floor) will be increased after modification, sanctioned or premises of permission of the said Municipality or Competent Authority, if applicable.
- 1.5 **COMMON FACILITIES & AMENITIES** :- Shall mean main entrance, corridors, staircase, stair ways, passage ways, landings, sub mersible pump, motor, tube well, underground water reservoir, overhead water tank, lift, lift room, community hall, duct, security room, electric meter room, water pump and electric meter installation in common place and other facilities which may be mutually agreed upon by and between the parties and required for enjoyment, maintenance or management of the said Proposed Building.
- 1.6 **SALEABLE SPACE** :- Shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and the space required therefore.
- 1.7 **OWNERS ALLOCATION** :- Shall mean
- a) The Owners will be entitled to get 50% of the total Physical Constructed Area of proposed building. As per the sanctioned plan of Kamarhati Municipality i.e. 19487.50 sq.ft. together with the proportionate right, title, interest in the land in common facilities and amenities including the right to use thereof in the Said Premises upon construction of the Said Proposed Building (G+4). The aforesaid 50% of Owner's Allocation will be distributed by the Developer to the Owners as follows :-



- i) Commercial space on the Ground floor i.e. 1065 sq.ft. of M. M. Feeder Road facing out of 3897.50 sq.ft. and the remaining area i.e. 2832.50 sq.ft. will be provided at the back side of the staircase and common space of the Front Portion of the proposed building.
- ii) Self contained Residential Flats, Units i.e. 7795 sq.ft. of the Entire 1st (First) floor of the Proposed Building.
- iii) Self contained Residential Flats, Units, i.e. 3897.50 sq.ft. on the 3rd (Third) and 4th (Fourth) floor will be divided at Front, Middle and Back Portion of the Proposed Building. Together with common facilities, common parts and common amenities of the building and the said property absolutely shall be the property of the Owners.
- iv) Owners will be entitled to get 50% Share of the additional floor at front, middle and back portion of the said floor to be constructed over the 4th floor as per sanctioned plan.

Be it mentioned that another commercial space i.e. 1065 sq.ft. of M. M. Feeder Road facing will be allocated area of Developer. The said area will be purchased by the Owners on prevailing market price from the Developer, against such purchase one Agreement for Sale will be prepared with the Developer and shall pay the amount of aforesaid area and similarly on the back side of the staircase and common space of the front portion of the Proposed Building the Developer also provide their some portion of their allocated area i.e. 144.50 sq.ft. to the Owners and the said area also will be purchased by the Owners from the Developer, against such purchase another Agreement for Sale will be prepared with the Developer and shall pay the amount of aforesaid area on prevailing market price. That the individual area of Owners Allocation will be settled and / or finalized after obtaining the sanctioned building plan from the Kamarhati Municipality and then a separate Supplementary Agreement will be executed by and between the parties herein.



b) In addition to the aforesaid "in kind allocation", the Owners herein will receive a sum of **Rs. 1,50,50,000/- (Rupees one crore fifty lakh fifty thousand)** only from the Developer herein and payment would be made by the Developer as follows :-

- i) At the time of execution of this Agreement **Rs. 1,20,50,000/- (Rupees one crore twenty lakh fifty thousand)** only.
- ii) 30 days of P.D.C. issued from the date of execution of this Agreement **Rs. 10,00,000/- (Rupees ten lakh)** only.
- iii) 60 days of P.D.C. issued from the date of execution of this Agreement **Rs. 10,00,000/- (Rupees ten lakh)** only.
- iv) 90 days of P.D.C. issued from the date of execution of this Agreement **Rs. 10,00,000/- (Rupees ten lakh)** only.

The said amount shall be adjusted or refunded by the Owners to sale off / out their respective Flats / Garages / Units through the Developer from their aforesaid allocated portion.

**1.8 OWNERS OBLIGATION :-**

- i) The Owners shall bear the 50% of the piling cost in the event of (G+5) storied building. In case of (G+4) storied building no piling cost will be borne by the Owners.
- ii) The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the Building at the said premises by the Developer unnecessary.
- iii) That the Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocation portion in the building at the said premises.
- iv) That the Owners hereby agree and covenant with the Developer not to let out, grant, lease mortgage and/or charge the said premises or



any portion thereof without consent in writing to the Developer during the period of construction.

- v) That if the concerned Kamarhati Municipality Sanctioned Additional Floor during the construction of the Building over the 4th Floor with the consent of Owners then in that case the 50% incidental cost shall have to be borne by the Owners and the Owners will get the 50% share of the said floor in front, middle and back portion.

1.9 **DEVELOPER'S ALLOCATION** :- Shall mean and include the balance 50% of Physical Constructed Area (save and except the Owners Allocation) consisting of Entire 2nd (Second) floor i.e. 7795 sq.ft. and self contained Residential Flats / Units i.e 3897.50 sq.ft. on the 3rd (Third) and 4th (Fourth) floor will be divided at Front, Middle and Back portion of the Proposed Building and 3897.50 sq.ft. on the Ground floor, out of the said area 1065 sq.ft. of M. M. Feeder Road facing and the remaining area 2832.50 sq.ft. at the back side of the Proposed Building (G+4) together with common facilities, common parts and common amenities of the building and the said property absolutely shall be the property of the Developer after providing the Owners Allocation as aforesaid and together with the absolute right of the parts of the Developer to enter into Agreement for Sale with intending Purchaser / Purchasers let or in any manner whatsoever and in consideration of the above, the Developer shall be entitled to the remaining balance space in the building of the built up area to be constructed at the said premises with the right of user of common facilities and amenities and the Developer shall be entitled to enter into agreement for sale and transfer to their own name or in the name of their Nominee and to receive and realize and collect all moneys in respect thereof.

- i) All taxes and mutation upto date expenses will borne by the Owners before handing over their premises to the Developer after that the Developer shall bear all expenses till completion of the Proposed Building.
- iii) The Owners and the Developer shall exclusively entitled to their respective share of allocation in the building with right to transfer or

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otherwise deal with or dispose of the same without any right or claim of other or interest therein whatsoever of the others.

- iv) The Developer upon getting the building revised plan to be sanctioned by Kamarhati Municipality make an additional floor over the 4th (Fourth) floor of the said proposed building and the costs and expenses will be borne by the Developer exclusively and the share of the Developer and the Owners will be 50% of such floor equally and such area will be divided at Front, Middle and Back portion of the proposed building.

**1.10 DEVELOPER'S OBLIGATION :-**

- i) The Developer hereby agree and covenant with the Owners to complete the construction of the building within 36 (thirty six) months from the date of sanctioning of the building plan. The period of construction will be extended if there is any force, majeure, natural calamity or situation on beyond the control of the Developer. In the event of non completion of the project within the scheduled 36 months. the Developer should inform the Owners well in advance and request for extension of further time period with justified cause. In no case the extended time period be more than 6 months. Moreover the Developer should complete the Owners allocation area with all type of formalities within this agreed 36 months of the extended time period if required. It is agreed that the delivery of possession of the Owners Allocation will be made first and after that the Developer will be entitled to sell out their allocation to any intending Purchaser/s.
- ii) The Developer hereby agree and covenant with the Owners not to violate or contravene any of the provisions of Rules applicable to construction of the said building.
- iii) The Developer hereby agree and covenant with the Owners not to do any act, deed or thing whereby by the Owners in prevented from enjoying, selling, assigning and/or disposing-of any Owners Allocation in the building at the said premises.



- iv) The Developer hereby agree and covenant with the Owners that the commercial space i.e. 1065 sq.ft. of M. M. Feeder Road facing and another space i.e. 144.50 sq.ft. on the Ground Floor will be sold out by the Developer to the Owners at the prevailing market price.
- v) The Developer hereby agree and covenant with the Owners that if any deviation would be made by the Developer then the Owners shall be entitled to get 50% share of such deviation and deviation cost shall be borne by the Developer and the Owners equally.
- vi) The Developer shall take proper steps for removing and shifting one existing Transformer and Three existing Panel Box of C.E.S.C., which are lying situated and located on the South face of demise premises (M. M. Feeder Road) and the total shifting cost will be borne by the Developer.

1.11 **ARCHITECT** :- shall mean such person or persons being appointed by the Developer.

1.12 **TRANSFER** :- with its grammatical variations shall include transfer by possession and any other means adopted for affecting what is under the owner as a transfer of space in the said building to intending purchasers thereof although the same may not amount to transfer in law.

1.13 **TRANSFERS** :- shall mean a person or persons, firm, limited company, Association of persons to whom any space in the said building shall be transferred by virtue of these presents.

1.14 **BUILDING PLAN** :- shall mean such building plan for the construction of the building which will be sanctioned in the name of the Owners by the Kamarhati Municipality for construction of the building and permission other competent authority, if necessary as per law.

1.15 **LAWYER** :- shall mean such person who may be appointed by the Developer at its absolute discretion who shall be in charge of all legal acts for Developer and similarly the Owners by their absolute discretion may appoint such person for their legal acts.



**ARTICLE - II - COMMENCEMENT**

- 2.1 That the Owners and the Developer hereby declare that they have entered into this agreement purely as a contract basis. The construction of the said building shall be deemed to have commenced on and from the date of sanctioning of the building plan and shall be completed within **36 months** and after completion of the said building the Developer shall be bound to handover the Owners Allocation First.

**ARTICLE - III - OWNERS RIGHT & PRESENTATIONS**

- 3.1 **POSSESSION** :- The owners are now absolutely seized and possessed of the otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the Developer to develop the said premises and the said premises is free from all encumbrances.

**ARTICLE - IV- DEVELOPER'S RIGHTS**

- 4.1 The Developer shall have authority to deal with its allocation in terms of the Agreement or negotiate with any person or persons or enter into any contract of agreement or take any advance against its allocation or acquired right under these Agreement.
- 4.2 The Owner hereby grant subject to what have been hereunder provided, exclusive rights to the Developer to build new Building upon the said premises in accordance with the plan sanctioned by Kamarhati Municipality in the name of the Owners with or without any amendment and/or modification thereto made or caused to make by the parties thereto.
- 4.3 All application plans and other papers and documents that may be required by the Developer for the purpose of the obtaining necessary sanction from the Kamarhati Municipality shall be prepared and submitted by the Developer on behalf of the Owners and the Owners shall sign all such plans, applications, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the Developer.



- 4.4 Developer is empowered to collect consideration money from the sale of Developer's Allocation and full and final consideration from the Intending purchaser or purchasers for Developer's allocation only.
- 4.5 All construction cost will be borne by the Developer. No liability on account of construction cost will be charged from the owners and keep the Owners indemnified against all claims and actions in respect of construction work of the proposed building by the Developer.
- 4.6 The name of the building will be decided by the Owners of the land.

**ARTICLE - V CONSIDERATION**

- 5.1 The Developer have agreed to build the said proposed building (G+4) at its own cost and expenses and Owners shall not be required to contribute any sums towards the construction of the said building of the said premises.
- 5.2 In consideration of the Owners having to grant exclusive right for developing the said premises in addition to the Owners allocation as herein provided.
- 5.3 Apart from the aforesaid consideration which has already been committed by the Developer to the Owners as indicated in Clause No. 1.7 herein above written, the Developer have agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of Development of the said premises and/or this Development Agreement and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows.
- a) Space allocation to the Owners.
  - b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.
  - c) Costs charges and expenses on account of causing the permission from the K. M. building plan or map prepared for the purpose of obtaining sanction by the Kamarhati Municipality.



- d) Costs, charges and expenses incurred door installation of Engineers if any and also sewerage drainage and other connections.
- e) Fees payable to architect and the Engineers as also Fees payable to the Kamarhati Municipality for the purpose of obtaining necessary permission of sanction for sewerage drainage and other connection.
- f) Legal expenses and paid for this Development Agreement and all other expenses and charges for the purpose of development of the said premises.
- g) Cost of supervision of construction of the Owners Allocation of the said premises.

5.4 The Owners having agreed to grant exclusive right for developing the said premises in terms of these presents the Developer have agreed undertaken to build the said building at its own cost and expenses and the Owners shall not be required to contribute any sum towards construction of the said building and/or development of the land. It is hereby made clear that the Developer shall after completion of the construction of the said building in all respect deliver the possession of the Owners allocation.

#### **ARTICLE - VI DEALING OF SPACE IN THE BUILDING**

- 6.1 The Developer shall on completion of the new Building put the Owner in undisputed possession of the Owners allocation TOGETHERWITH all rights of the common facilities and amenities as mentioned earlier.
- 6.2 The Owners shall be entitled to transfer or otherwise deal with Owners allocation in the building.
- 6.3 The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right claim interest therein irrespective of the quiet and peaceful possession in respect of only the Developer's Allocation.



- 6.4 In so far as necessary all dealing by the Developer in respect of the building including Agreement for sale or receiving advance money concerning Developer's Allocation shall be in the name of the Owners for which purpose the Owners undertake to give the Developer or the Developer's agent, a registered Development Power of Attorney only in respect of Developer's Allocation.
- 6.5 The Owners shall execute the Deed of Conveyance or Conveyances in favour of the Developer or in favour of the Developer's nominee or nominees in such part or parts as shall be required by the Developer only in respect of Developer's Allocation.

**PROVIDED HOWEVER** the cost of the conveyance or conveyances including Non-Judicial Stamps and Registration expenses and all other legal expenses shall be borne and paid by the Developer's such nominee and nominees.

#### **ARTICLE - VII SPACE ALLOCATION**

- 7.1 The Owners shall be entitled to transfer or otherwise deal with the Owners Allocation in the building.
- 7.2 The Developer will complete the Owners Allocation within the time period mentioned hereinafter and, make over possession of Owners Allocation to the Owners within 36 months from the date of sanctioning of the building plan.

#### **ARTICLE - VIII NEW BUILDING**

- 8.1 The Developer shall at their own cost, construct and complete the new building at the said premises in accordance with the sanction plan with good and standard material as may be specified by the Architect from time to time.
- 8.2 The Developer shall install erect in the building at Developer's own cost expenses pump water storage tank, overhead reservoir, Electrification permanent electric connection from CESC by their costs and until

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permanent electric connection is obtained temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of the flats therein as mutually agreed upon.

- 8.3 All costs charges and expenses including Architect's Fees shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context as stated above.
- 8.4 The Owners shall, pay and clear up all the arrears on account of Municipal Taxes outgoing of the premises up to the date of delivery of possession of the schedule property to the Developer. It is further agreed by and between the parties that the Owners shall not pay any taxes as Municipal Taxes and other taxes in respect of the said property from the date of delivery of possession of the First Schedule property. All such, taxes outgoing and electricity charges in respect of the said property would be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation of the floor area between the Owners and the Developer.
- 8.5 The said property shall be borne in proportionate of area of Developer and area of Owners by the Owners and Developer and/or their nominees respectively. Up keep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanctioned and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises of the said premises or any part of managed by the flat Owner, who shall decide the device a charges at the rate as may be decided by them after handing over the flats to them by the Developer.

#### **ARTICLE - IX COMMON FACILITIES**

- 9.1 The Developer shall pay and bear all property taxes and other dues and outgoing in respect of the said premises according to due as and from the date of execution of project work.



- 9.2 As soon as the building at the said premises is completed the Developer shall give written notice to the Owners requiring the Owners to take possession of the Owners Allocation in the building if there is no dispute regarding the completion of the building in terms of the Agreement and according to the specification and plan thereof and certificate of the Architect or the Municipality being provided to that effect, then after 30 days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all Kamarhati Municipality and property taxes duties and other public outgoing and imposition whatsoever (hereinafter or the sake or brevity referred to as the said rates) payable in respect of the Owners Allocation. The said rates to be proportionate prorate with reference to the said saleable space.
- 9.3 Any transfer of any part of the Owners Allocation in the new building shall be subject to the provision hereof and the Owners shall thereafter be responsible in respect of the space transferred to pay the said rates and services charges for the common facilities.
- 9.4 The Owners shall not do any act deed or things whereby the Developer may be prevented from construction and completion of the said Building.

#### **ARTICLE - X COMMON RESTRICTION**

The Owners Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building which shall include as follows :-

- 10.1 Neither party shall use or permit to be used the respective allocation to the building or any portion thereof for carrying on any obnoxious illegal and Immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the Buildings.
- 10.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.



- 10.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to the and condition on their respective part to be observed and/or performed the proposed transferee shall have give a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 10.4 Both parties shall abide by all Laws, Rules and Regulations of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said Laws and Regulation.
- 10.5 The respective allocation shall keep the interior walls sewers drains pipes and other fittings and fixtures and appurtenance and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the Building indemnified from and against the consequences of any breach.
- 10.6 Neither party shall throw or accumulate any dirty rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the Building or in the compound corridor or any other portion or portion of the Building.
- 10.7 The Owners shall permit the Developer and its servants and agents with or without workman and other at all reasonable items to enter into and upon their Owners Allocation and every part thereof for the purpose of maintenance or repairing any part of the Building and/or for the purpose of repairing maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing and testing drainage and pipes, electric, wires and for any similar purpose.



**ARTICLE - XI OWNERS INDEMNITY**

11.1 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and/or its part to be observed any performed.

**ARTICLE - XII DEVELOPER'S INDEMNITY**

12.1 The Developer hereby undertake to keep the Owners indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to be construction of the said building.

12.2 The Developer hereby undertake to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premise and /or for any defect therein. .

**ARTICLE - XIII MISCELLANEOUS**

13.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership between the Owners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

13.2 It is understood that from time to time facilitate the construction of the Building by the Developer various deeds matter and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners related to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matter and things as and when required and the Owners shall execute al such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Owners and/or against the spirit of these presents.



- 13.3 Any notice required to be given by the Developer to the Owners shall without prejudice to any other mode of service available be deemed to have been served on the Owners Allocation if delivers by hand and duly acknowledged and shall likewise be deemed to have been served on the Developer by the Owners if delivers by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the Developer.
- 13.4 The Developer and the Owners shall mutually frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building the Owners hereby agree to abide by all the rules and regulations to be framed by any society/ association/ holding organization and/or any other organization who will be in charge or such management of the affairs of the building and/ or common parts thereof and hereby given his consent to abide by such rules and regulations.
- 13.5 As and from the date of the completion of the building the Developer and/ or its transferees and the Owners will be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes and outgoing payable in respective spaces.
- 13.6 The Owners shall produce all original title deeds relating to the said premises as and when required by the Developer and the Developer shall be produced this Agreement and Power of Attorney before any court of law or office/s whenever the Owners call for and after completion of all construction work, the Developer shall return to the Owners of all original documents after completion of the said project.
- 13.7 The building proposed to be constructed by the Developer shall be made in accordance with the specification more fully and particularly mentioned and described in the **Fourth Schedule** hereunder written.
- 13.8 That the Developer will obtain completion certificate from the Kamarhti Municipality at its own cost, if Municipality have such system.



**ARTICLE - IV JURISDICTION**

- 14.1 The jurisdiction to entertain and determine all action suits and proceedings arise out of these presents between the parties hereto which is also local jurisdiction.
- 14.2 That both the parties have every right to go any court or law against each other, if any party fails to comply the terms and conditions of this Agreement for equity and justice.
- 14.3 Save and except what are herein before provided rights and liabilities of the parties shall be governed by law in force.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Premises No. - 5/3, M. M. Feeder Road)**

**ALL THAT** piece and parcel of Bastu land measuring about 18 cottahs 4 chittacks 8 sq.ft. together with R. T. Shed structure having covered area 1000 sq.ft. standing thereon lying and situates at Mouza - Ariadaha, Kamarhati, J. L. No. - 1, Re. Su. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in C.S. / R.S. Dag Nos. - 3314, 3385(P) and 3314(P) under Ward No. - 11, Holding No. - 363, within the limits of Kamarhati Municipality, P.S. - Belgharia, Kolkata - 700 057 at Premises No. - 5/3, M. M. Feeder Road, in the District of 24 Parganas North under A.D.S.R. Office Belgharia, TOGETHER WITH all easement right over the said property with all sorts of rights, easements, privileges and appurtenances whatsoever belonging to or enjoyed therewith and appurtenant thereto and reputed so to be the easement right in common passage of the said plot of land in question for ingrees and egress and for laying telephone, water and electric connection, through under or over the said paths and passages together with all sorts of easement rights of air light etc., which is butted and bounded in the manner following :-

- ON THE NORTH** : By Others Property.
- ON THE SOUTH** : By 50' ft. Wide M. M. Feeder Road. ✓
- ON THE EAST** : By Owners Other Property.
- ON THE WEST** : By Others Property.



**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Owners Allocation)**

**OWNERS ALLOCATION :-** Shall mean

- a) The Owners will be entitled to get 50% of the total Physical Constructed area of the proposed building. As per the sanctioned plan of Kamarhati Municipality i.e. 19487.50 sq.ft. together with the proportionate right, title, interest in the land in common facilities and amenities including the right to use thereof in the Said Premises upon construction of the Said Proposed Building (G+4). The aforesaid 50% of Owners Allocation will be distributed by the Developer to the Owner as follows :-
- i) Commercial space on the Ground floor i.e. 1065 sq.ft. of M. M. Feeder Road facing out of 3897.50 sq.ft. and the remaining area i.e. 2832.50 sq.ft. will be provided at the back side of the staircase and common space of the Front Portion of the proposed building.
  - ii) Self contained Residential Flats, Units i.e. 7795 sq.ft. of Entire 1st (First) floor of the Proposed Building.
  - iii) Self contained Residential Flats, Units, i.e. 3897.50 sq.ft. on the 3rd (Third) and 4th (Fourth) floor will be divided at Front, Middle and Back Portion of the Proposed Building.
- b) In addition to the aforesaid "in kind allocation" the Owners herein will receive a sum of **Rs. 1,50,50,000/- (Rupees one crore fifty lakh fifty thousand)** only from the Developer herein and payment would be made by the Developer which is properly specified in **ARTICLE-I** of Page No. 14.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Developer's Allocation)**

**DEVELOPER'S ALLOCATION :-** shall mean



All the remaining 50% of Physical Constructed Area (save and except the Owners Allocation) consisting of Entire 2nd (Second) floor i.e. 7795 sq.ft. and self contained Residential Flats / Units i.e 3897.50 sq.ft. on the 3rd (Third) and 4th (Fourth) floor will be divided at Front, Middle and Back Portion of the Proposed Building and 3897.50 sq.ft. on the Ground floor, out of the said area, 1065 sq.ft. of M. M. Feeder Road facing and the remaining area 2832.50 sq.ft. at the back side of the Proposed Building (G+4) together with common facilities, common parts and common amenities of the building and the said property absolutely shall be the property of the Developer after providing the Owners allocation as stated aforesaid.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(General Specification of the Proposed Building)**

**General :-**

Reinforced Cement Concrete (RCC) piling.

- a) Steel Rod :- To be used TATA STEEL / SRMB / CAPTAIN / SAIL / Any ISI Brand.
- b) Cement :- To be used ACC / Ultra Tech / Ambuja.
- c) Ready Mix Concrete :- To be used by ACC / Ultra Tech / ISI Brand.
- d) Sand :- Full coarse to be used. And medium coarse to be used for plaster and brick work.
- e) Stone Chips :- 5/8 inch, 3/4 inch to be used.
- f) Bricks :- Traditional NKP Brand / AAC Blocks / Solid Concrete Blocks.

**Brick Wall :-**

All exterior brick wall shall be 8" inches thick with bricks of approved quality in cement sand Mortar (1:6). All partitions shall be 3" or 5" thick with brick of approved quality, cement approved quality, sand mortar (1:4)

**Doors :-**

- a) Main Door commercial flush door.
- b) Flush Door of Termite and water proof with Door Skin pasting on both side.



- c) Frame door sal wood 4 inch x 3 inch.
- d) Flush door full Pine Wood.
- e) Toilet Door :- Hard Plastic PVC or Flush Door.

**Windows :-**

- a) Aluminium sliding window galvanized coating.
- b) Smoke glass / white glass thickness 3mm / 4mm.
- c) Window grill square bar 3/4 x 3/4 inch.
- d) All windows shall be provided with integrated M.S. Grills with enamel paints (Square Bar 12mm)

**Floor Skirting & Dado :-**

All rooms and Drawing / Dining and Verandah are laid with Vetrified Tiles from Kajaria / Somany Ceramics / Jhonson. Marbel flooring are laid with Dungri / Marwa.

**Kitchen :-**

- a) Granite kitchen slab. Kitchen sink with Nirall / Nilkamal.
- b) Kitchen will have Tiles upto 3'-0" height with skirting.
- c) Granite top cooking platform (Top of the Cooking Platform will be 21" with 3'-0" height Glazed wall tiles).

**Toilet :-**

- a) Toilet will have anti-skid floor tiles and In wall upto 6'-00" height Glazed Tiles shall be provided.
- b) Indian Type Pan / Commode / Basin will be installed with standard Hindware / Paarryware / Cera.
- c) Bib cock, other accessories & fitting with Jaquar / Marc / Cera.
- d) Shower.
- e) 20" x 16" white wash basin.
- f) One Tap with faucet of reputed ISI Marked.
- g) One geyser point in Main Toilet.
- h) One Washing machine point with inlet outlet point.
- i) One basin will be installed at Dining space.



**Plumbing :-**

- a) Inside of the toilet pipe line will be concealed. Pipe line will be P.V.C. G.I. water pipe and fittings with Jindal.
- b) Submersible water pump as per actual required capacity with Greaves / Kirloskar.

**Electrical :-**

Full concealed wiring in all flats, wire of diameter 2.5mm & AC 4mm. Modular switches, other accessories & MCB with Havells / Anchor.

Each flat will be provided with the following electrical points.

- a) Bed Rooms : 2 light points  
1 fan point  
1 plug point (5 amp)  
1 AC point in master bed room
- b) Living / Dining Room : 2 light points  
1 fan point  
1 plug point (15 amp)
- c) Kitchen : 1 light point  
1 plug point (15 amp)  
1 exhaust fan point  
1 mixture grinder point  
1 micro oven point
- d) Toilet : 1 light point  
1 exhaust fan point  
1 geyser point
- e) Verandah : 1 light point
- f) Calling Bell : One calling bell point at the main door

**Interior Finishing and Ceiling :-**

Cement sand plaster (1:6) will be provided on the walls surface over which P.O.P. will be applied (Total inside parish/putty finish). The ceiling will be cement sand plastered 1:4 with P.O.P., finish.



**Exterior finishes Plastering walls Chajjas etc. :-**

Cement sand (1:6) plaster will be provided on the walls surface over which decorative weather coat paints will be applied with putty finish front side.

**Water Supply :-**

Overhead Reservoir will be provided as per sanction plan with electric pump which will be installed on Ground Floor to deliver water to overhead tank. Water supply round the clock for which necessary submersible pump will be installed with Iron removal system of water.

**Painting :-**

- a) Outside paint weather coat with Asian Paints / Berger (Two coats).
- b) Inside wall of the flat will be finished with plaster of paris.
- c) All doors frame and wall painting with primer.

**Compound :-**

- a) Grill gate as per design will be provided in suitable place.
- b) Grill gate as per design will be provided in main entrance at Ground Floor and Roof.
- c) Five Passenger 2 (Two) Lifts in the total building.
- d) Earthing System of the Building.
- e) Provision of Generator.
- f) Roof Treatment

**Common Service and Utilities Area :-**

Septic tank, overhead water tank, electric meter space and deep tube well at the ground floor, common passage and light by Havells / Anchor.

**Extra Work :-**

For extra works other than specified above the Owners / Purchaser/s shall pay extra amount for extra work to the Developer before commencing the extra work.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seal on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

**At Kolkata in presence of :-**

**WITNESSES :-**

1. Dipak Basu  
11, Mitra Bangla  
Kolkata - 700056

2. Kanchan Pal  
23/2 H. C. Chatterjee St.  
Anandapur Kolkata - 700057.

1. Ananta Kumar
2. Subrata Manna.
3. Subhankar
4. Kalkali Banerjee
5. Jyoti Chandra .

**SIGNATURE OF THE OWNERS**

A. R. CONSTRUCTION  
*Alam Roy Das*  
Partner

A. R. CONSTRUCTION  
*Amil Das Gupta*  
Partner

**SIGNATURE OF THE DEVELOPER**

**Drafted By :-**

*Malay Kanti Ghosh*

**MALOY KANTI GHOSH**  
Advocate

Barrackpore Court  
North 24 Parganas  
Enrolment No. - F-748/744/88

**Typed By :-**

Prakash Goswami  
Prakash Goswami



**RECEIPT**

Received from the within named Developer a sum Rs. 1,20,50,000.00 (Rupees one crore twenty lakh fifty thousand) only as an advance or earnest money as per memo below :-

**MEMO OF CONSIDERATION**

| S. No.    | Name                     | Date       | Ref. of Payment   | Amount                   |
|-----------|--------------------------|------------|---|--------------------------|
| 1.        | A/c. Smt. Rupbani Manna  | 28.09.2019 | RTGS No. - 52019092500092973<br>Through Cheque No. -350090,<br>dt. 28.09.19 on S.B.I., Dunlop Bridge Br.      | 17,00,000.00             |
| 2.        | A/c. Smt. Rupbani Manna  | 22.11.2019 | Cheque No. - 350126, dt. 22.11.2019<br>on S.B.I., Dunlop Bridge Br.   | 16,50,000.00             |
| 3.        | A/c. Smt. Rupbani Manna  | 09.11.2020 | Cheque No. - 803692, dt. 09.11.2020<br>on S.B.I., Dunlop Bridge Br.   | 2,81,667.00              |
| 4.        | A/c. Smt. Rupbani Manna  | 21.09.2020 | By deduction of TDS U/S 194 IC of IT Act<br>as below<br>(i) @ 10% on 33,50,000/-<br>(ii) @ 7.5% on 6,66,667/- | 3,35,000.00<br>50,000.00 |
| 5.        | A/c. Sri Subrata Manna   | 28.09.2019 | RTGS No. - 52019092500091234<br>Through Cheque No. -350092,<br>dt. 28.09.19 on S.B.I., Dunlop Bridge Br.      | 17,00,000.00             |
| 6.        | A/c. Sri Subrata Manna   | 22.11.2019 | Cheque No. - 350128, dt. 22.11.2019<br>on S.B.I., Dunlop Bridge Br.   | 16,50,000.00             |
| 7.        | A/c. Sri Subrata Manna   | 09.11.2020 | Cheque No. - 803693, dt. 09.11.2020<br>on S.B.I., Dunlop Bridge Br.   | 2,81,667.00              |
| 8.        | A/c. Sri Subrata Manna   | 23.09.2020 | By deduction of TDS U/S 194 IC of IT Act<br>as below<br>(i) @ 10% on 33,50,000/-<br>(ii) @ 7.5% on 6,66,667/- | 3,35,000.00<br>50,000.00 |
| 9.        | A/c. Sri Debabrata Manna | 28.09.2019 | RTGS No. - 52019092500091671<br>Through Cheque No. -350091,<br>dt. 28.09.19 on S.B.I., Dunlop Bridge Br.      | 17,00,000.00             |
| 10.       | A/c. Sri Debabrata Manna | 22.11.2019 | Cheque No. - 350127, dt. 22.11.2019<br>on S.B.I., Dunlop Bridge Br.   | 16,50,000.00             |
| 11.       | A/c. Sri Debabrata Manna | 09.11.2020 | Cheque No. - 803694, dt. 09.11.2020<br>on S.B.I., Dunlop Bridge Br.   | 2,81,667.00              |
| 12.       | A/c. Sri Debabrata Manna | 23.09.2020 | By deduction of TDS U/S 194 IC of IT Act<br>as below<br>(i) @ 10% on 33,50,000/-<br>(ii) @ 7.5% on 6,66,667/- | 3,35,000.00<br>50,000.00 |
| Total Rs. |                          |            |   | 1,20,50,000.00           |

(Rupees one crore twenty lakh fifty thousand only)  
WITNESSES :-

1) Dipak Basu  
11, Mitra Bagari  
Kolkata - 700056

2) Karshita Pal  
24/2 H. C. Chatterjee St.  
Anidaha Kolkata - 700027

- 1) Subrata Manna
- 2) Subrata Manna
- 3) Subrata Manna
- 4) Kajali Banerjee
- 5) Nidhi Chandra

SIGNATURE OF THE OWNERS

**SPECIMEN FORM FOR TEN FINGER PRINTS**



|            | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND  |               |             |               |             |               |
|            | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND |               |             |               |             |               |

Signature Subhita Singh



|            | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND  |               |             |               |             |               |
|            | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND |               |             |               |             |               |

Signature Subhita Manna



|            | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND  |               |             |               |             |               |
|            | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND |               |             |               |             |               |

Signature Subhita Singh



**SPECIMEN FORM FOR TEN FINGER PRINTS**



|            | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND  |               |             |               |             |               |
|            | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND |               |             |               |             |               |

Signature Kakali Banerjee



|            | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND  |               |             |               |             |               |
|            | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND |               |             |               |             |               |

Signature Bidhu Chandra



|            | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND  |               |             |               |             |               |
|            | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND |               |             |               |             |               |

Signature Anil Das Gupta

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

19-202021-013120645-8

06/11/2020 14:41:30

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Payment Mode :

Credit Card-MASTER

Payment Gateway

SBI EPay-State Bank of  
India New PG

BRN Date:

06/11/2020 14:42:57

SBI ePay txn Date.

06/11/2020 14:42:20

DEPOSITOR'S DETAILS

Name : MALOY KANTI GHOSH Id No. : 2001337685/3/2020  
Contact No. 9830340827  
E-mail : Mobile No. +91 9830340827  
Address : Barrackpore Court  
User Type : Advocate  
Query Year

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description                  | Head of A/C         | Amount[ ₹]    |
|---------|--------------------|--|---------------------|---------------|
| 1       | 2001337685/3/2020  | Property Registration- Registration Fees | 0030-03-104-001-16  | 120521        |
| 2       | 2001337685/3/2020  | Property Registration- Stamp duty        | 0030-02-103-003-02  | 70021         |
|         |                    |  | <b>Total Amount</b> | <b>190542</b> |

In Words : Rupees One Lakh Ninety Thousand Five Hundred Forty Two Only.



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2020, Page from 97645 to 97709

being No 152602885 for the year 2020.



Digitally signed by SAIKAT PATRA  
Date: 2020.11.11 14:22:58 +05:30  
Reason: Digital Signing of Deed.

*Patra*

(Saikat Patra) 2020/11/11 02:22:58 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. Belghoria  
West Bengal.

(This document is digitally signed.)

## Major Information of the Deed

|  |  |                                 |                      |
|--|--|---------------------------------|----------------------|
| Deed No :  | I-1526-02885/2020  | Date of Registration            | 09/11/2020           |
| Query No / Year  | 1526-2001337685/2020   | Office where deed is registered |                      |
| Query Date   | 12/10/2020 8:10:23 PM  |                                 | 1526-2001337685/2020 |
| Applicant Name, Address & Other Details                      | MALOY KANTI GHOSH<br>BARRACKPORE COURT, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830094636, 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 : 1,20,50,000/-]      |                                 |                      |
| Set Forth value  | Market Value   |                                 |                      |
| Rs. 3/-  | Rs. 4,04,74,435/-  |                                 |                      |
| Stampduty Paid(SD)   | Registration Fee Paid  |                                 |                      |
| Rs. 75,021/- (Article:48(g))                                 | Rs. 1,20,521/- (Article:E, E, B)   |                                 |                      |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)   |                                 |                      |

### Land Details :

District: North 24-Parganas, P.S:- Belgharia, Municipality: ARIADaha KAMARHATI, Road: M.M. Feeder Road, Mouza: Ariadaha, Premises No: 5/3, , Ward No: 11, Holding No:363 JI No: 0, Pin Code : 700057



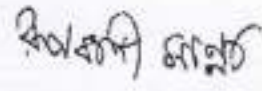


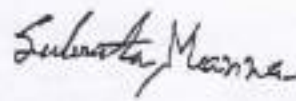


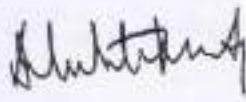
| Sch No               | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land              | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details                   |
|----------------------|-------------|----------------|---------------|---------|---------------------------|-------------------------|-----------------------|---------------------------------|
| L1                   | RS-3314     | RS-1109        | Bastu         | Bastu   | 12 Katha 1 Chatak 1 Sq Ft | 1/-                     | 2,65,40,549/-         | Width of Approach Road: 50 Ft., |
| L2                   | RS-3385     | RS-1109        | Bastu         | Bastu   | 6 Katha 3 Chatak 7 Sq Ft  | 1/-                     | 1,36,33,886/-         | Width of Approach Road: 50 Ft., |
| <b>TOTAL :</b>       |             |                |               |         | 30.1308Dec                | 2 /-                    | 401,74,435 /-         |                                 |
| <b>Grand Total :</b> |             |                |               |         | 30.1308Dec                | 2 /-                    | 401,74,435 /-         |                                 |

### Structure Details :



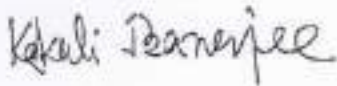


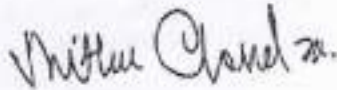
| Sch No  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1  | On Land L1, L2    | 1000 Sq Ft.       | 1/-                     | 3,00,000/-            | Structure Type: Structure |
| Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>  |                   | 1000 sq ft        | 1 /-                    | 3,00,000 /-           |                           |



Lord Details :

| Name,Address,Photo,Finger print and Signature  |   |   |  |   |
|--|---|---|--|---|
| No   | Name  | Photo   | Signature  |   |
| 1  | <b>Smt RUPBANI MANNA</b><br>(Presentant)<br>Wife of Mr JOYDEB MANNA<br>Executed by: Self, Date of Execution: 09/11/2020<br>, Admitted by: Self, Date of Admission: 09/11/2020 ,Place : Office | <br>09/11/2020   | <br>LTI<br>09/11/2020   | <br>09/11/2020   |
| 7,NILGUNJ ROAD, P.O:- BELGHARIA, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AFxxxxxx7R, Aadhaar No: 44xxxxxxxx0845, Status :Individual, Executed by: Self, Date of Execution: 09/11/2020 , Admitted by: Self, Date of Admission: 09/11/2020 ,Place : Office |   |   |  |   |
| 2  | <b>Shri SUBRATA MANNA</b><br>Son of Late JOYDEB MANNA<br>Executed by: Self, Date of Execution: 09/11/2020<br>, Admitted by: Self, Date of Admission: 09/11/2020 ,Place : Office               | <br>09/11/2020  | <br>LTI<br>09/11/2020  | <br>09/11/2020   |
| 7, NILGUNG ROAD, P.O:- BELGHARIA, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx0M, Aadhaar No: 83xxxxxxxx7715, Status :Individual, Executed by: Self, Date of Execution: 09/11/2020 , Admitted by: Self, Date of Admission: 09/11/2020 ,Place : Office    |   |   |  |   |
| 3  | <b>Shri DEBABRATA MANNA</b><br>Son of Late JOYDEB MANNA<br>Executed by: Self, Date of Execution: 09/11/2020<br>, Admitted by: Self, Date of Admission: 09/11/2020 ,Place : Office             | <br>09/11/2020 | <br>LTI<br>09/11/2020 | <br>09/11/2020 |
| 7, NILGUNG ROAD, P.O:- BELGHARIA, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx2N, Aadhaar No: 56xxxxxxxx1246, Status :Individual, Executed by: Self, Date of Execution: 09/11/2020 , Admitted by: Self, Date of Admission: 09/11/2020 ,Place : Office    |   |   |  |   |



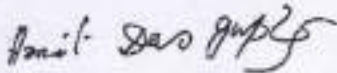


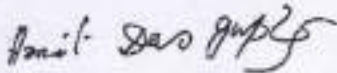


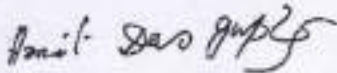


| Name  | Photo   | Finger Print   | Signature  |
|---|---|--|--|
| <b>Smt KAKALI BANERJEE</b><br>Wife of Shri SWARUP BANERJEE<br>Executed by: Self, Date of Execution: 09/11/2020<br>, Admitted by: Self, Date of Admission: 09/11/2020 ,Place : Office  | <br>09/11/2020 | <br>LTI<br>09/11/2020 | <br>09/11/2020 |
| 15, SEBAGRAM PALLY, P.O:- BELGHARIA, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AExxxxxx7G, Aadhaar No: 98xxxxxxxx3470, Status :Individual, Executed by: Self, Date of Execution: 09/11/2020 , Admitted by: Self, Date of Admission: 09/11/2020 ,Place : Office        |   |  |  |
| Name  | Photo   | Finger Print   | Signature  |
| 5 <b>Miss MITHU CHANDRA</b><br>Daughter of Late JOYDEB MANNA<br>Executed by: Self, Date of Execution: 09/11/2020<br>, Admitted by: Self, Date of Admission: 09/11/2020 ,Place : Office  | <br>09/11/2020 | <br>LTI<br>09/11/2020 | <br>09/11/2020 |
| 50/B, KAILASH BOSE STREET, P.O:- AMHERST STREET, P.S:- Amharst Street, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AGxxxxxx6D, Aadhaar No: 31xxxxxxxx4304, Status :Individual, Executed by: Self, Date of Execution: 09/11/2020 , Admitted by: Self, Date of Admission: 09/11/2020 ,Place : Office |   |  |  |

**Developer Details :**




| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>A R CONSTRUCTION</b><br>153/1, B.T. ROAD, VIKRAM A.C MARKET 2nd FLOOR, P.O:- I S I, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700108 , PAN No.:: AAxxxxxx0J,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>Shri AMIT DASGUPTA</b><br/>           Son of Late BIMAL KUMAR DASGUPTA<br/>           Date of Execution - 09/11/2020, , Admitted by: Self, Date of Admission: 09/11/2020, Place of Admission of Execution: Office         </td> <td>  <br/>Nov 9 2020 1:20PM         </td> <td>  <br/>LTI<br/>09/11/2020         </td> <td>  <br/>09/11/2020         </td> </tr> </tbody> </table> | Name   | Photo   | Finger Print | Signature | <b>Shri AMIT DASGUPTA</b><br>Son of Late BIMAL KUMAR DASGUPTA<br>Date of Execution - 09/11/2020, , Admitted by: Self, Date of Admission: 09/11/2020, Place of Admission of Execution: Office | <br>Nov 9 2020 1:20PM | <br>LTI<br>09/11/2020 | <br>09/11/2020 |
| Name   | Photo   | Finger Print   | Signature   |              |           |  |  |  |   |
| <b>Shri AMIT DASGUPTA</b><br>Son of Late BIMAL KUMAR DASGUPTA<br>Date of Execution - 09/11/2020, , Admitted by: Self, Date of Admission: 09/11/2020, Place of Admission of Execution: Office | <br>Nov 9 2020 1:20PM  | <br>LTI<br>09/11/2020 | <br>09/11/2020 |              |           |  |  |  |   |



DESH PRAN SASMAL AVENUE, P.O:- I S I, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700108, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx0E, Aadhaar No: 23xxxxxxx3477 Status : Representative, Representative of : A R CONSTRUCTION (as PARTNER)

| 2   | Name   | Photo   | Finger Print   | Signature  |
|---|--|---|--|--|
|   | <b>Shri RATAN BISWAS</b><br>Son of Late MONOMOCHAN BISWAS<br>Date of Execution - 09/11/2020, , Admitted by: Self, Date of Admission: 09/11/2020, Place of Admission of Execution: Office | <br><small>Nov 9 2020 1:21PM</small> | <br><small>LTI 09/11/2020</small> | <br><small>09/11/2020</small> |
| DL-229, FLAT-A-6, SECTOR-II, SALT LAKE CITY, P.O:- SECH BHAWAN, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx8A, Aadhaar No: 30xxxxxxx2263 Status : Representative, Representative of : A R CONSTRUCTION (as PARTNER) |  |   |  |  |

**Identifier Details :**

| Name  | Photo   | Finger Print  | Signature  |
|---|---|---|--|
| <b>Mr SUDIP DAS</b><br>Son of Shri DULAL DAS<br>42G/18, B.C.CHATTERJEE STREET,<br>P.O:- BELGHARIA, P.S:- Belgharia,<br>District:-North 24-Parganas, West Bengal,<br>India, PIN - 700056 | <br><small>09/11/2020</small> | <br><small>09/11/2020</small> | <br><small>09/11/2020</small> |
| Identifier Of Smt RUPBANI MANNA, Shri SUBRATA MANNA, Shri DEBABRATA MANNA, Smt KAKALI BANERJEE, Miss MITHU CHANDRA, Shri AMIT DASGUPTA, Shri RATAN BISWAS                               |   |   |  |

of property for L1

|   | From                 | To. with area (Name-Area)    |
|---|----------------------|------------------------------|
|   | Smt RUPBANI MANNA    | A R CONSTRUCTION-3.98108 Dec |
| 2 | Shri SUBRATA MANNA   | A R CONSTRUCTION-3.98108 Dec |
| 3 | Shri DEBABRATA MANNA | A R CONSTRUCTION-3.98108 Dec |
| 4 | Smt KAKALI BANERJEE  | A R CONSTRUCTION-3.98108 Dec |
| 5 | Miss MITHU CHANDRA   | A R CONSTRUCTION-3.98108 Dec |

Transfer of property for L2

| Sl.No | From                 | To. with area (Name-Area)    |
|-------|----------------------|------------------------------|
| 1     | Smt RUPBANI MANNA    | A R CONSTRUCTION-2.04508 Dec |
| 2     | Shri SUBRATA MANNA   | A R CONSTRUCTION-2.04508 Dec |
| 3     | Shri DEBABRATA MANNA | A R CONSTRUCTION-2.04508 Dec |
| 4     | Smt KAKALI BANERJEE  | A R CONSTRUCTION-2.04508 Dec |
| 5     | Miss MITHU CHANDRA   | A R CONSTRUCTION-2.04508 Dec |

Transfer of property for S1

| Sl.No | From                 | To. with area (Name-Area)           |
|-------|----------------------|-------------------------------------|
| 1     | Smt RUPBANI MANNA    | A R CONSTRUCTION-200.00000000 Sq Ft |
| 2     | Shri SUBRATA MANNA   | A R CONSTRUCTION-200.00000000 Sq Ft |
| 3     | Shri DEBABRATA MANNA | A R CONSTRUCTION-200.00000000 Sq Ft |
| 4     | Smt KAKALI BANERJEE  | A R CONSTRUCTION-200.00000000 Sq Ft |
| 5     | Miss MITHU CHANDRA   | A R CONSTRUCTION-200.00000000 Sq Ft |



On 04-11-2020

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 4,04,74,435/-



Salkat Patra

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

On 09-11-2020

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:36 hrs on 09-11-2020, at the Office of the A.D.S.R. Belghoria by Smt RUPBANI MANNA , one of the Executants.

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

Execution is admitted on 09/11/2020 by 1. Smt RUPBANI MANNA, Wife of Mr JOYDEB MANNA, 7,NILGUNJ ROAD, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession House wife, 2. Shri SUBRATA MANNA, Son of Late JOYDEB MANNA, 7, NILGUNG ROAD, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession Business, 3. Shri DEBABRATA MANNA, Son of Late JOYDEB MANNA, 7, NILGUNG ROAD, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession Business, 4. Smt KAKALI BANERJEE, Wife of Shri SWARUP BANERJEE, 15, SEBAGRAM PALLY, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession House wife, 5. Miss MITHU CHANDRA, Daughter of Late JOYDEB MANNA, 50/B, KAILASH BOSE STREET, P.O: AMHERST STREET, Thana: Amharst Street, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession House wife

Indetified by Mr SUDIP DAS, . . Son of Shri DULAL DAS, 42G/18, B.C.CHATTERJEE STREET, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by profession Others

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

Execution is admitted on 09-11-2020 by Shri AMIT DASGUPTA, PARTNER, A R CONSTRUCTION (Partnership Firm), 153/1, B.T. ROAD, VIKRAM A.C MARKET 2nd FLOOR, P.O:- I S I, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700108

Indetified by Mr SUDIP DAS, . . Son of Shri DULAL DAS, 42G/18, B.C.CHATTERJEE STREET, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by profession Others

Execution is admitted on 09-11-2020 by Shri RATAN BISWAS, PARTNER, A R CONSTRUCTION (Partnership Firm), 153/1, B.T. ROAD, VIKRAM A.C MARKET 2nd FLOOR, P.O:- I S I, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700108

Indetified by Mr SUDIP DAS, . . Son of Shri DULAL DAS, 42G/18, B.C.CHATTERJEE STREET, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,20,521/- ( B = Rs 1,20,500/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,20,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/11/2020 2:42PM with Govt. Ref. No: 192020210131206458 on 06-11-2020, Amount Rs: 1,20,521/-, Bank: SBI EPay ( SBIEPay), Ref. No. 9554329119410 on 06-11-2020, Head of Account 0030-03-104-001-16