

2021/22 VC-5256/22 I-19832/22



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to register, the signature sheets and the new & original copies attached with the document are those of this document.

[Signature]
District Sub-Register-III
Alipore, South 24 Parganas

21.12.2022

Development Agreement and its Power of Attorney

This Indenture is made on 15th Day of December, Two Thousand Twenty Two, (2022)

A.D.

Between

13 DEC 2022

17273

No.....Rs.5000/- Date.....

Name :

Pamela Das

Address :

Advocate
Alipur Judge's Court
Kolkata - 27

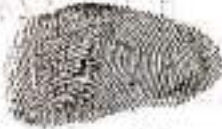
Vendor Subhankar Das
Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

17273 = 5000/-

- Biswaroop Samadder

15842



- Biswaroop Samadder

15843



- Chandrajit

15844



- Gang Mohi

15845



- Bharati Mukherjee

15846



- Pitushankanti Saha

15847



- Chandana Saha



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS, ALIPORE
15 DEC 2022

1. **Sri Probir Chandra Mukherjee**, son of Late Jibon Chandra Mukherjee, by faith- Hindu, by Nationality- Indian, by Occupation- Service; Pan Card No. **AQTPM0198C**, Aadhar Card No. **876067224580**.
2. **Sri Tanmay Mukherjee**, son of Late Tapan Chandra Mukherjee, by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **ANIPM9396E**, Aadhar Card No. **797618312403**.
3. **Smt. Bharati Mukherjee**, wife of Late Samir Chandra Mukherjee, by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **CMLPM1419C**, Aadhar Card No. **638067259347**.

All residing at F-39, Kamdahari, Santi Sarani, Post Office- Garia, Police Station - Banskroni, Kolkata- 700084 in the District of South 24 Parganas.

4. **Sri Pijush Kanti Saha**, son of Late Hem Chamndra Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **JVAPS1593E**, Aadhar Card No. **946899740091**, residing at - F-40 Santi Sarani, Post Office- Garia, Police Station - Banskroni, Kolkata- 700084 in the District of South 24 Parganas.
5. **Smt Chandana Saha** daughter of Late Hem Chamndra Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, Pan Card No. **JDIPS7984D**, Aadhar Card No. **741441398319**, residing at - Swapnancer Apartment, Flat - 8, F-49 Santi Sarani, Post Office- Garia, Police Station - Banskroni, Kolkata- 700084 in the District of South 24 Parganas.
6. **Smt. Misha Poddar** daughter of Late Hem Chamndra Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, Pan Card No. **FQIPP5596K**, Aadhar Card No. **961171221003**, residing at - G-22/1 Baghajatin Pally, Post Office- Garia, Police Station - Banskroni, Kolkata- 700084 in the District of South 24 Parganas.
7. **Sri Arnab Saha** son of Late Mitra Saha by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **CMKPS1844Q**, Aadhar Card No. **509124363232**, residing at - F-40, Kamdahari, Santi Sarani, PUC Club, Post Office- Garia, Police Station - Banskroni, Kolkata- 700084 in the District of South 24 Parganas.
8. **Sri Biswarup Samadder** son of Late Sudhir Kumar Samadder, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 164/A, Bidhan



15848

- Mishra Poddar.



15849

- Arnab Saha.



15850

Identified by me,
Panchu Das
(Adv)
Alipore Judge's Court
Kol-27.



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS, ALIPORE
15 DEC 2022

Pally, Post Office - Garia, Police Station- Banskroni, Kolkata - 700084, Pan card No. **AUQPS2353G**, Aadhar Card No. **939469638050**.

Hereinafter, referred to as the "**Landlord**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/ or assigns) of the **First Part**.

And

M/s. Triya Enterprise, sole proprietorship firm, having its registered Office at 164/A, Bidhan Pally, Post Office - Garia, Police Station- Banskroni, Kolkata-700084; represented by its Sole Proprietor namely **Sri Biswarup Samadder** son of Late Sudhir Kumar Samadder, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 164/A, Bidhan Pally, Post Office - Garia, Police Station- Banskroni, Kolkata - 700084, Pan card No. **AUQPS2353G**, Aadhar Card No. **939469638050**.

Hereinafter, referred to as the "**Developer**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/ or assigns) of the **Other Part**.

Whereas one **Rama Rani Debi Mukherjee** herein is seized and possessed of well and sufficiently entitled to piece or parcel of Bastu Land measuring 2 cottahs 8 Chittaks together with a storied old building standing thereon there on situated at Mouza- Kamdahari within the limits of the Calcutta Municipal Corporation, Ward no.111, Comprised in Touzi No.-14, J.L. No.- 49, R.S. No. - 200, C.S. Khatian No.- 381, C.S. Dag No.- 153, Police station - Tollygunge Now Regent park, Hal khatian No.- 522, Pargana- Magura, in the District of South 24 Parganas.

And Whereas the said **Rama Rani Debi Mukherjee** wife of Late Jiban Chandra Mukherjee purchased the said land by way of a Registered Sale Deed from the owner Sri Mohini Mohan Biswas Son Of late Gopal Chandra Biswas at reasonable consideration being registered at A.D.S.R. Alipore Vide Book No.-I, Volume No. 15, Pages 258 to 261, Being No.737 in the year 1971 and subsequently constructed a two storied Building over the said land at her own savings (Stridhan) and duly mutated her name in the record of B.L.R.O. and Jadavpur Municipality and since then has been residing there along with her family. Although after the death of Husband of **RAMA RANI DEBI**

MUKHERJEE, constructed the entire first floor by her son namely Sri Samir Chandra Mukherjee.

And Whereas after the death of Rama Rani Debi Mukherjee's Husband , she decided to transfer the entire property to her sons through a Settlement Deed registered at A.D.S.R. Alipore Vide Book No.-I, Volume No. 52, Pages 301 to 313, Being No.2148 in the year 1992, in the following manner:

1. Sri Probir Mukherjee allotted a flat measuring more or less 220 Sq.ft. at Ground floor together with appurtenant undivided and importable share in land proportionate share and/or interest in the common portions, as be attributable to the said Flat lying and situated at District South 24 Parganas, Police Station- Bansdrani, Mouza- Kamdahari, J.L. No.-49, C.S. Khatian No. 381, C.S. Dag No.-153, within the limits of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084 of the land measuring **02 (Two) Cottahs 08 (Eight) Chittaks out of which his share 600 Sqft. of Land.**

2. Sri Samir Chandra Mukherjee allotted a flat measuring more or less 822 Sq.ft. at First floor together with appurtenant undivided and importable share in land proportionate share and/or interest in the common portions, as be attributable to the said Flat lying and situated at District South 24 Parganas, Police Station- Bansdrani, Mouza- Kamdahari, J.L. No.-49, C.S. Khatian No. 381, C.S. Dag No.-153, , within the limits of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084 of the land measuring **02 (Two) Cottahs 08 (Eight) Chittaks** out of which his share 600 Sqft. of Land.

3. Sri Tanmoy mukherjee allotted a flat measuring more or less 510 Sq.ft. at Ground floor together with appurtenant undivided and importable share in land proportionate share and/or interest in the common portions, as be attributable to the said Flat lying and situated at District South 24 Parganas, Police Station- Bansdrani, Mouza- Kamdahari, J.L. No.-49, C.S. Khatian No. 381, C.S. Dag No.-153, , within the limits of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084 of the land measuring **02 (Two) Cottahs 08 (Eight) Chittaks** out of which his share 600 Sqft. of Land.

4. Sri Saikat Mukherjee has been given Rs.2000/- (Two thousand) only.

5. Sri Debjit Mukherjee has been given Rs.2000/- (Two thousand) only.

And Whereas said **Sri Probir Chandra Mukherjee**, mutated his name in the Kolkata Municipal Corporation records, property is now Known and number as K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084, Police Station- Bansdrani, Post Office - Garia, in the District of South 24-Parganas. Bearing Assesse No. **311112000270**; and paying all necessary tax as the sole and absolute owner of the said landed property.

And Whereas said **Sri Tanmoy Mukherjee**, son of Late Sri Tapan Mukherjee, mutated his name in the Kolkata Municipal Corporation records, property is now Known and number as K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084, Police Station- Bansdrani, Post Office - Garia, in the District of South 24-Parganas. Bearing Assesse No. **311112010286**; and paying all necessary tax as the sole and absolute owner of the said landed property.

And Whereas said **Sri Samir Chandra Mukherjee** was died On 29th August of 2002. Leaving Behind his legal heirs namely Smt Bharati Mukherjee wife of Late Samir Chandra Mukherjee and Smt Debasree Mukherjee Daughter of Late Samir Chandra Mukherjee, Sri debasish Mukherjee Son of Late Samir Chandra Mukherjee become the joint owner of the **First floor, covering an area of 822 Sq.ft. in the Said Property.**

And Whereas said **Smt Bharati Mukherjee**, wife of Late Samir Chandra Mukherjee and **Smt Debasree Mukherjee** Daughter of Late Samir Chandra Mukherjee, **Sri Debasish Mukherjee** son of Late Samir Chandra Mukherjee mutated their name in the Kolkata Municipal Corporation records, property is now Known and number as K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084, Police Station- Bansdrani, Post Office - Garia, in the District of South 24-Parganas. Bearing Assesse No. **311112010298**; and paying all necessary tax as the joint and absolute owner of the said landed property.

And Whereas said **Smt Debasree Mukherjee** daughter of Late Samir Chandra Mukherjee, **Sri Debasish Mukherjee** son of Late Samir Chandra Mukherjee, transferred, conveyed and assigned and granted their share of landed property measuring more or less an area **548 sq.ft.**; together with appurtenant undivided and importable share in land proportionate share and/or interest in the common portions, as be attributable to the said Flat lying and situated at District South 24 Parganas, Police Station- Bansdrani, Mouza- Kamdahari, J.L.

No.-49, C.S. Khatian No. 381, C.S. Dag No.-153, , within the limits of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084; bearing Assesse No. **31112010298** as per K.M.C., in favor of their Mother namely **Smt Bharati Mukherjee** by a Registered **Deed of GIFT** dated **17th November 2006**; registered in the Office of **District Sub Register - I** at Alipore and enter into **Book No. I, Volume No. 263**, Pages from 66 to 87, being No. I - 160103553 in the year, 2006. This is more fully described in the Schedule therein.

And Whereas the said **Smt. Bharati Mukherjee** become the sole and absolute owner of the said property measuring more or less an area **822 sq.ft.**; together with appurtenant undivided and importable share in land proportionate share and/or interest in the common portions, as be attributable to the said Flat lying and situated at District South 24 Parganas, Police Station- Bansdroni, Mouza- Kamdahari, J.L. No.-49, C.S. Khatian No. 381, C.S. Dag No.-153, , within the limits of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084; bearing Assesse No. **31112010298** as per K.M.C., This is more fully described in the **Third Schedule** therein.

And Whereas for the peaceful enjoyment of the said property **Smt. Bharati Mukherjee, Sri Tanmoy Mukherjee** and **Sri Probir Mukherjee** jointly decided to execute "**Deed of Exchange**" which is registered dated **2nd June 2017**; registered in the Office of District Sub Register - I at Alipore, South 24 Parganas;and enter into Book No. **I, Volume No.1601-2017**, Pages from **47998** to 48026, being No. I - 160101612 in the year, 2017.

And Whereas said **Smt. Bharati Mukherjee, Sri Tanmoy Mukherjee & Sri Probir Mukherjee / First Part** jointly became the owner of **2 (Two)** storied Building total measuring more or less **1552 sq.ft.** standing along with measuring more or less **02 (Two) Cottahs 08 (Eight) Chittaks** of land, lying and situated at Mouza - Kamdahari, Police Station - Regent Estate now **Bansdroni**, J.L. No. 49, Touzi No. 14, R.S. No. 200, C.S. Khatian No.- 381, R.S. Khatian No.- 522, Dag No. C.S.- 153, within the limits of the Kolkata Municipal Corporation, Ward No. 111, K.M.C. Premises No. **27, Santi Sarani**; having its mailing address - **F- 39, Kamdahari, Panchanantala, Kolkata-700084,**

Bearing Assesse No. 311112000270; in the District of South 24-Parganas; Sub -Registry Office at Alipore.

And Whereas in another side adjacent plot of **First Part**, one **Smt. Bula Nandi** Purchased All that piece or parcel of land measuring **3 (Three) Cottahs** more or less together with structure lying and situated at mouza- Kamdahari, Pargana- Magura, J.L.No.49, Touzi no. 14, R.S. No.200, comprised of Dag No. 153, 140, appertaining to khatian No.381, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, ward no.111, under Police Station - Bansdrani; from said **Mohini Mohan Biswas** by virtue of a registered **Bengali Deed of Sale** dated **11th of June, 1969** as per Bengali calendar 28th Jaisthya 1376 at the office of **Sub Registrar office at Alipore**, and recorded at **Volume No.58, Book No. I, Pages 131 to 135, Being No. 2914 for the year 1969.**

Whereas said **Bula Nandi** sold, transferred, acquired **All that** piece or parcel of land measuring **3 (Three) Cottahs** more or less together with structure lying and situated at mouza- Kamdahari, Pargana- Magura, J.L.No.49, Touzi no. 14, R.S. No.200, comprised of Dag No. 153, appertaining to khatian No.381, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, ward no.111, under Police Station - Bansdrani; in favour of said **Hem Chandra Saha** by virtue of a registered **Bengali Deed of Sale** dated **12th of October, 1974** at the office of **Sub Registrar office at Alipore**, and recorded at **Volume No.142, Book No. I, Pages 197 to 202 Being No. 5560 for the year 1974.**

And Whereas said **Hem Chandra Saha** (now deceased) while had been enjoying the above mentioned landed property without anybody's interruption said **Hem Chandra Saha** (now deceased) died intestate on **21st March 1997**; leaving behind his legal heir namely, **Smt Chandana Saha, Sri Pijush Kanti Saha, Smt. Misha Poddar, Smt. Rita Roy, Usha Rani saha** since deceased, **Mitra Saha** since deceased as the joint owners, of the total undivided property measuring more or less **3 (Three) Cottahs** together with structure standing thereon.

And Whereas said legal heir become the joint owner of the Landed Property by way of inheritance of that above mentioned land measuring **3 (Three) Cottahs** more or less together with structure standing thereon and thereafter the aforesaid owners mutated their name before the Kolkata Municipal

Corporation as a recorded Owners in respect of the above property vide K.M.C. Assessee No. 311112000414 being K.M.C. Premises No.41, **Shanti Sarani, Kolkata- 700084**, Mailing Address - **F-40, Kamdahari, Bidhan Pally, Panchanantala**, under Police Station - Bansdroni; having its Sub Registrar office at Alipore South 24 Parganas, and paid the relevant taxes regularly.

It is pertinent to mentioned here Usha Rani saha wife of Hem Chandra Saha died on 07th October 2015 & Mitra saha daughter of Hem Chandra Saha died on 11th December 2018.

And whereas after that the said **Smt Chandana Saha, Sri Pijush Kanti Saha, Smt. Misha Poddar, Smt. Rita Roy, Sri Arnab Saha** son of Late **Mitra Saha** become the joint owner of the Landed Property by way of inheritance of that above mentioned land measuring **3 (Three) Cottahs** more or less together with structure standing thereon; for their respective undivided share, in the following manner as mention below:

1. **Smt Chandana Saha** - Undivided $1/5^{\text{th}}$ share derived by way of inheritance which is more or less **09 (Nine) Chittak 27 (Twenty Seven) Sq.Ft.** of the total landed property to 100 sq.ft. Tin Shaded Structure.
2. **Sri Pijush Kanti Saha** - Undivided $1/5^{\text{th}}$ share derived by way of inheritance which is more or less **09 (Nine) Chittak 27 (Twenty Seven) Sq.Ft.** of the total landed property to 100 sq.ft. Tin Shaded Structure.
3. **Smt. Misha Poddar** - Undivided $1/5^{\text{th}}$ share derived by way of inheritance which is more or less **09 (Nine) Chittak 27 (Twenty Seven) Sq.Ft.** of the total landed property to 100sq.ft. Tin Shaded Structure.
4. **Smt. Rita Roy** - Undivided $1/5^{\text{th}}$ share derived by way of inheritance which is more or less **09 (Nine) Chittak 27 (Twenty Seven) Sq.Ft.** of the total landed property to 100 sq.ft. Tin Shaded Structure.
5. **Sri Arnab Saha** - Undivided $1/5^{\text{th}}$ share derived by way of inheritance which is more or less **09 (Nine) Chittak 27 (Twenty Seven) Sq.Ft.** of the total landed property to 100 sq.ft. Tin Shaded Structure.

Of the said property of homestead land in at mouza- Kamdahari, Pargana- Magura, J.L.No.49, Touzi no. 14, R.S. No.200, comprised of Dag No. 153, appertaining to khatian No.381, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, ward no.111, at K.M.C. Premises No.41, **Shanti Sarani, Kolkata- 700084**, Mailing Address - **F-40**,

Kamdahari, Bidhan Pally, Panchanantala, under Police Station – Bansdroni; having its Sub Registrar office at Alipore South 24 Parganas, which is more fully described in First Schedule hereunder written.

And Whereas Smt. Rita Roy sold, transferred, acquired her undivided **1/5th Share i.e. 09 (Nine) Chittak 27 (Twenty Seven) Sq.Ft.** Landed Property more or less together with Undivided **100 sq.ft.** more or less Tin shaded structure of out of total homestead land measuring **3 (Three) Cottahs** more or less of homestead land in at mouza- **Kamdahari, Pargana- Magura, J.L.No.49, Touzi no. 14, R.S. No.200**, comprised of C.S. Dag No. 153, appertaining to khatian No.381, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, ward no.111, at K.M.C. Premises No.41, **Shanti Sarani, Kolkata- 700084**, Mailing Address – **F-40, Kamdahari, Bidhan Pally, Panchanantala**, under Police Station – Bansdroni; having its Sub Registrar office at Alipore South 24 Parganas, in favour of **Sri Biswarup Samadder** son of Late Sudhir Kumar Samadder by virtue of a registered **Deed Of Conveyance** dated **14th of November, 2022** at the office of **District Sub Registrar office at Alipore**, and recorded at **Volume No.1603-2022, Book No. I, Pages 577225 to 577241 Being No. 160317924 for the year 2022.**

And Whereas said **Sri Probir Mukherjee, Smt. Bharati Mukherjee, Smt Chandana Saha, Sri Misha Podder, Sri Pijush Kanti Saha, Sri Arnab Saha & Sri Biswarup Samadder / Second Part** became the joint Owner of All that Piece peace and parcel of measuring **3 (Three) Cottahs** more or less together with structure standing thereon and thereafter the aforesaid owners mutated their name before the Kolkata Municipal Corporation as a recorded Owners in respect of the above property vide K.M.C. Assessece No. **311112000414**; being K.M.C. Premises No. **41, Shanti Sarani, Kolkata- 700084**, Mailing Address – **F-40, Kamdahari, Bidhan Pally, Panchanantala**, under Police Station – Bansdroni; having its Sub Registrar office at Alipore South 24 Parganas.

And Whereas for the peaceful enjoyment of the said property **Sri Probir Chandra Mukherjee, Smt Bharati Mukherjee, Smt Sri Tanmay Mukherjee, Smt Chandana Saha, Smt. Misha Podder, Sri Arnab Saha & Sri Biswarup Samadder/ Vendor** jointly decided to execute “**Deed of Exchange for Amalgamation**” which is registered on 15th December 2022; registered in the Office of District Sub Register – I at Alipore, South 24 Parganas; and enter into

Book No. I, Volume No. 1603-2022, being No. 1 - 16031
2022.

in the year,

And Whereas said First Part herein became the Joint owner of all that pieces and parcel of landed property measuring more or less **5 (Five) Cottahs 08 (Eight) Chittacks** together with Two storied Building total measuring more or less **1552 sq.ft.** Standing thereon & total measuring more or less **500 Sq.ft. Asbestor Shaded Structure** Standing thereon lying and situated at mouza- Kamdahari, Pargana- Magura, J.L.No.49, Touzi no. 14, R.S. No.200, comprised of Dag No. 153, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, ward no.111, at K.M.C. Premises No. **41 Santi Sarani**, Mailing Address - **F-40, Kamdahari, Bidhan Pally, Panchanantala**, under Police Station - Bansdroni; bearing Assessec No. **311112000414**; having its Sub Registrar office at Alipore South 24 Parganas.

And Whereas said **Sri Probir Chandra Mukherjee, Smt Bharati Mukherjee, Sri Tanmay Mukherjee, Smt Chandana Saha, Smt. Misha Podder, Sri Arnab Saha & Sri Biswarup Samadder / First Part** jointly decided to construct a **Multi Storied** Building on the said Premises consisting of self contained Flats in the said building in different size with common areas and facilities for each residential Flat on the said Premises in accordance with the Building Plan. But due to their financial crises their jointly in search of a Developers who would be in a position to execute the said work of development with his own men, materials and finance.

And Whereas the said **Sri Prabir Chandra Mukherjee, Smt Bharati Mukherjee, Sri Tanmay Mukherjee, Smt Chandana Saha, Smt. Misha Podder, Sri Arnab Saha & Sri Biswarup Samadder / First Part** herein, being the joint Owner and possessor in respect of the property i.e., All That piece and parcel of land measuring more or less **5 (Five) Cottahs 08 (Eight) Chittacks** together with Two storied Building total measuring more or less **1552 sq.ft.** Standing thereon & total measuring more or less **500 Sq.ft. Asbestor Shaded Structure** Standing thereon lying and situated at mouza- Kamdahari, Pargana- Magura, J.L.No.49, Touzi no. 14, R.S. No.200, comprised of Dag No. 153, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, ward no.111, at K.M.C. Premises No. **41 Santi Sarani**, Mailing Address - **F-40, Kamdahari, Bidhan Pally, Panchanantala**, under Police Station - Bansdroni;

Sri Biswarup Samadder

bearing Assessee No. **311112000414**; having its Sub Registrar office at Alipore South 24 Parganas; desire to erect a new **Multi Storied Building** upon the same demised land consisting of self-contained Flats in the said building in different size with common areas and facilities for each residential Flat on the said Premises in accordance with the K.M.C. Building Plan but being unable to implement her said desire due to the lack of the technical knowledge and finance, sought for the help of the **Developer / Second Party** herein.

And Whereas the **Owners / First Part** herein have agreed to deliver the vacant possession of the property hereinafter, referred to as the premises which is in their occupation and possession to the Developer for the construction purposes.

And Whereas the Developer herein response to the announcement of seeking help by the Owners as aforesaid agreed to cause Development in the said of **All That** piece and parcel of land measuring more or less **5 (Five) Cottahs 08 (Eight) Chittacks** together with Two storied Building total measuring more or less **1552 sq.ft.** Standing thereon & total measuring more or less **500 Sq.ft. Asbestor** Shaded Structure Standing thereon lying and situated at mouza-Kamdahari, Pargana- Magura, J.L.No.49, Touzi no. 14, R.S. No.200, comprised of Dag No. 153, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, ward no.111, at K.M.C. Premises No. **41 Santi Sarani**, Mailing Address - **F-40, Kamdahari, Bidhan Pally, Panchanantala**, under Police Station - Bansdrani; bearing Assessee No. **311112000414**; having its Sub Registrar office at Alipore South 24 Parganas.

Now This Agreement Witnesseth that the parties hereto have agreed to abide by the terms and conditions of this agreement and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the following:

Owners:

Owners shall mean:

- 1.Sri Probir Chandra Mukherjee**, son of Late Jibon Chandra Mukherjee, by faith- Hindu, by Nationality- Indian, by Occupation- Service; Pan Card No. **AQTPM0198C**, Aadhar Card No. **876067224580**.
- 2.Sri Tanmay Mukherjee**, son of Late Tapan Chandra Mukherjee, by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **ANIPM9396E**, Aadhar Card No. **797618312403**.

3.Smt. Bharati Mukherjee, wife of Late Samir Chandra Mukherjee, by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **CMLPM1419C**, Aadhar Card No. **638067259347**.

All residing at F-39, Kamdahari, Santi Sarani, Post Office- Garia, Police Station - Bansdrone, Kolkata- 700084 in the District of South 24 Parganas.

4. Sri Pijush Kanti Saha, son of Late Hem Chamndra Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **JVAPS1593E**, Aadhar Card No. **946899740091**, residing at - F-40 Santi Sarani, Post Office- Garia, Police Station - Bansdrone, Kolkata- 700084 in the District of South 24 Parganas.

5. Smt Chandana Saha daughter of Late Hem Chamndra Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, Pan Card No. **JDIPS7984D**, Aadhar Card No. **741441398319**, residing at - Swapnancer Apartment, Flat - 8, F-49 Santi Sarani, Post Office- Garia, Police Station - Bansdrone, Kolkata- 700084 in the District of South 24 Parganas.

6. Smt. Misha Poddar daughter of Late Hem Chamndra Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, Pan Card No. **FQIPP5596K**, Aadhar Card No. **961171221003**, residing at - G-22/1 Baghajatin Pally, Post Office- Garia, Police Station - Bansdrone, Kolkata- 700084 in the District of South 24 Parganas.

7. Sri Arnab Saha son of Late Mitra Saha by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **CMKPS1844Q**, Aadhar Card No. **509124363232**, residing at - F-40, Kamdahari, Santi Sarani, PUC Club, Post Office- Garia, Police Station - Bansdrone, Kolkata- 700084 in the District of South 24 Parganas.

8. Sri Biswarup Samadder son of Late Sudhir Kumar Samadder, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 164/A, Bidhan Pally, Post Office - Garia, Police Station- Bansdrone, Kolkata - 700084, Pan card No. **AUQPS2353G**, Aadhar Card No. **939469638050**.

And further include each of their legal heirs, successor -in-interest, executors, administrators, representatives and / or assignees as the case may be.

Developers:

M/s. Triya Enterprise, sole proprietorship firm, having its registered Office at 164/A, Bidhan Pally, Post Office - Garia, Police Station- Bansdrani, Kolkata- 700084; represented by its Sole Proprietor namely **Sri Biswarup Samadder** son of Late Sudhir Kumar Samadder, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 164/A, Bidhan Pally, Post Office - Garia, Police Station- Bansdrani, Kolkata - 700084, Pan card No. **AUQPS2353G**, Aadhar Card No. **939469638050**; And further include each of their legal heirs, successor -in-interest, executors, administrators, representatives and / or assignees as the case may be.

Property:

All That piece and parcel of land measuring more or less **5 (Five) Cottahs 08 (Eight) Chittacks** together with Two storied Building total measuring more or less **1552 sq.ft.** Standing thereon & total measuring more or less **500 Sq.ft.** **Asbestor** Shaded Structure Standing thereon lying and situated at mouza- Kamdahari, Pargana- Magura, J.L.No.49, Touzi no. 14, R.S. No.200, comprised of Dag No. 153, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, ward no.111, at K.M.C. Premises No. **41 Santi Sarani**, Mailing Address - **F-40, Kamdahari, Bidhan Pally, Panchanantala**, under Police Station - Bansdrani; bearing Assessee No. **311112000414**; having its Sub Registrar office at Alipore South 24 Parganas.

Development Agreement & Its Development Power Of Attorney:

That, this present Indenture deemed to have been commenced on and with effect from the date of signing of the Agreement; i.e. the **15th day December**, Two Thousand and Twenty Two (**2022**).

Building:

Multi Storied Building to be constructed by the Developer on the said Landed Property.

Plan:

The building plan to be prepared by the Architect/ Engineer and the Building to be constructed at the cost of the Developer.

Architect:

The person and/or firm to be appointed by the Developer for supervising the said building during the construction period.

Owner's Allocation:

Owner's shall be entitled to get in following manner as mention below:-

- a. **1 (One) Self Contained residential Flat** measuring more or less **700 (Seven Hundred) Sq.Ft.** Built Up area on Third Floor of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.
- b. **1 (One) Self Contained residential Flat** measuring more or less **350 (Three Fifty) Sq.Ft.** Built Up area on different floor at different portion of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Building.
- c. **1 (One) Self Contained residential Flat** measuring more or less **500 (Five Hundred) Sq.Ft.** Built Up area on Top Floor at Front Side of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.
- d. **1 (One) Self Contained residential Flat** measuring more or less **400 (Four Hundred) Sq.Ft.** Built Up area on on different floor different portion of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Building.
- e. **1 (One) Self Contained residential Flat** measuring more or less **400 (Four Hundred) Sq.Ft.** Built Up area on First Floor at Back Side of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.
- f. **1 (One) Self Contained residential Flat** measuring more or less **400 (Four Hundred) Sq.Ft.** Built Up area on First Floor at Back Side of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.

Henceforth the total nonrefundable amount of First Part shall be Rs.10,00,000/- (Rupees Ten Lakh) Only; from which Rs.2,00,000/- (Rupees Two Lakhs) only; shall be paid at the time of this Development agreement and

its Development Power of Attorney, and rest Rs.8,00,000/- (Eight Lakhs) only at time of Possession.

Developer's Allocation:

The Developer will be entitled to Rest of the Sanction area, after providing the Owner's allocation of the proposed Multi Storied Building along with the proportionate share of common portion, common facilities and common amenities of the said proposed Multi Storied Building, which are more fully and particularly described in the **Third Schedule** hereunder written.

Saleable Portion:

The entire portions in the building save and except Owner's share of allocation pertaining to the Developer's allocation as described in the 'Third Schedule.

Common Service Areas:

All the common service facilities excluding the over head water reservoir and water lifting pump and Motor which to be enjoyed by the Owners and the Developer of the building more fully and particularly described in the Fourth Schedule hereunder written.

Transferors:

In the context of this Agreement, the Owners herein respect of the undivided proportionate share of the land pertaining to the Developer's allocation after the completion of the construction of the proposed building as per the proposed plan.

Transferee:

Shall mean the person, firm, limited company or association or persons to whom any space other than the building would be transferred.

With The Grammatical Variation:

Shall mean transfer by means of conveyance and shall include transfer possession and by any other means adopted for effecting what is understood as a transfer of space with undivided interest of land proportionate, to the flat and the right of use in common space in Multi Storied building to the purchaser thereof.

Words Importing:

Singular shall include Plural and Vice Versa, Masculine shall include Feminine and Neuter, likewise, words, Genders shall include Masculine and Feminine Genders.

Transfer:

Transfer of proportionate undivided share / interest of land in property by the Owner attributable to the Developer's allocation and the Owner's allocation against which the Developer will construct the building where there will be both Owner and Developer's allocation.

Consideration:

Owner's allocation will be constructed at the cost of the Developer against which the Owner will transfer the undivided proportionate share of land in the property attributable to the Developer's allocation.

Delivery of Possession of Land:

In the context of this Agreement, the Owner will hand over to the Developer, a peaceful well demarcated physical possession of the property with the execution of the agreement for the purposes of the construction as per this agreement.

Time:

The Developer will complete the building and deliver the peaceful vacant physical possession of the Owner's allocation within **30 (Thirty)** months from the date of the Sanction Plan. The time may be extended due to unavoidable circumstances arises if any, by the mutual consent of both the parties, but the same shall not be extended for more than 6 (Six) months in any circumstances.

Date of Commencement:-

This agreement be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developers Allocation is sold or transferred to the intending Purchaser or Purchaser's.

Undivided Share of Land:

The undivided proportionate share / interest in the land of the property attributable to each flat / units pertaining to the Developer's allocation and the Owner's allocation.

Manner of Work and Specification:

The materials and accessories which are to be used for the construction of the building (more fully and particularly described in the Sixth Schedule hereunder written).

Project:

The work of development of the said property undertaken by the Developer.

Unit:

Any independent flat in the building, which is capable of being exclusively owned, used and/or enjoyed by any unit Owners and which is not the common portion.

Unit Power:

Any person who acquires, holds and/or owns any unit in the building shall include the Owner's and the Developer for the units held by them from time to time.

Tax Liabilities:

The Owner shall not be liable to pay the tax liability in respect of selling the flats and spaces under Developer's allocation.

Article - ii

Owner shall represent as follow:-

- a) The Owner is the absolute owner in respect of the property more fully described in the First Schedule hereunder written.
- b) There are no suits, litigations or legal proceedings in respect of the property.
- c) No person other than the Owners have any title of any nature whatsoever in the property or any part thereof.
- d) The right, title and interest of the Owners in the property are free from all the encumbrances and the Owners have a marketable title thereto.
- e) The premises or any part thereof is at present not affected by any requisitions/ acquisitions/ any alignment of any authority/ authorities under any law and/ or otherwise nor any notice/ intimation about any such proceedings has been received or come to the notice of the Owner.
- f) Neither the property nor any part thereof has been attached and/ or is liable to be attached due to Income Tax Revenue or any other public demand.
- g) The Owners have not in any way dealt with the property whereby the right, title and interest of the Owners as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

Article - Iii: Owner's Right

- a) The Owners will get the Owner's allocation described in the Second Schedule hereunder written without any hindrances from the Developer.

- b) The Owners shall deliver the original copy of the Title Deed or Deeds or any other documents from their custody to Developer.

Article – Iv: Owner's Obligation

- a) The Owners shall answer and comply with all the requisitions made by the advocate of the Developer for establishing the title of the Owners in respect of the property shall make out a remarkable title, if encumbered any manner. The Owner shall remain liable to rectify all the latent defects in the title, if any at his costs and expenses. The Owners will make the delivery of peaceful, vacant physical possession of the said property to the Developer before the construction of the building as desire by the Developer free from all the encumbrances. The Developer will be authorized to construct and complete the building at his cost and as per the specifications mentioned herein without any interference or hindrances from the side of the Owner.
- b) During the continuance of this Agreement the Owners shall not let out a fresh grant, lease, mortgage and/ or create any charge in respect of the property or any portion thereof without the consent in writing of the Developer and the Developer for the time being assist the Owners.
- c) The Owners will, if required, execute agreement for sale in respect of sale of the undivided proportionate share of land attributable to the units pertaining to the Developer's allocation and present the same before the registration authority in respect of the Flats pertaining to the Developer's allocation for registration at the cost of the Developer and/ or its nominee.
- d) The Developer with the execution of this Agreement shall request the Owner to delivery of all the original documents in relating with their title or property. And the Owner is always bound to comply that.
- e) That most of the spaces on the said premises is encumbered by tenant. And it has been jointly decided by the parties that tenanted shall be re- allotted in the said premises as per their present allotted area and the said allotment shall be delivered form owner allocation only.
- f) That Developer has full liability to deal with the tenants on behalf of the landlord and whatever decision made by the Developer's in respect of the tenants on behalf of Landlord. The landlord shall be liable to accept it with open hands.

- g) That Developer shall have fully authority to deal with tenants in respect of the charges and expenses which are incurred by him in respect of the delivery of the perfect constructed tenants allotted area.
- h) The Owners will solely be responsible for delivering the peaceful vacant physical possession of the property to the Developer, free from all the encumbrances.
- i) The Owners will extent all the reasonable cooperation to the Developer for effecting the construction of the said building.
- j) The Owner's shall, if required, from time to time, transfer to the Developer and/ or its nominee undivided proportionate share in the land attributable to the units pertaining to the Developer's allocation in the building simultaneously or after the Delivery of Possession, the Owner's allocation and the consideration for the same shall be a part of the cost of the construction of the Owner's allocation. The costs of preparation, stamping, and registration of the necessary document such as Declaration, Affidavit, Boundary Declaration, Kolkata Municipal Corporation, Gift, if any, shall be borne and paid by the Developer.
- k) In case of any encumbrances or dispute arises relating to the Title or Ownership in respect of the said property, then in such event the Owners shall be liable to meet up and remove the same at their own costs and expenses. In case the Owners do not, then the Developer will be at liberty to do so and to recover the said costs from the Owners.
- l) The Owners shall, if required, from time to time, grant such further power or authorities to the Developer concerning the project, for the Developer is doing the various works envisaged hereunder, including entering into an agreement for sale (excluding the Owner's allocation) and/ or construction of the building and/ or portion thereof and to receive all the amount in pursuance thereof.
- m) That the Owner and Developer shall be liable to pay all the previous taxes, mutation and BL & RO expenses in respect of the above noted property equally. And if unable to pay than Owner shall compensate the said amount from their allocation @ Rs.1800/- (Eighteen Hundred) per Sq.ft..

Development Power of Attorney

The Owner / **1. Sri Probir Chandra Mukherjee**, son of Late Jibon Chandra Mukherjee, by faith- Hindu, by Nationality- Indian, by Occupation- Service; Pan Card No. **AQTPM0198C**, Aadhar Card No. **876067224580**, **2. Sri Tanmay Mukherjee**, son of Late Tapan Chandra Mukherjee, by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **ANIPM9396E**, Aadhar Card No. **797618312403**; **3.Smt. Bharati Mukherjee**, wife of Late Samir Chandra Mukherjee, by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **CMLPM1419C**, Aadhar Card No. **638067259347**; **All** residing at F-39, Kamdahari, Santi Sarani, Post Office- Garia, Police Station - Banskroni, Kolkata- 700084 in the District of South 24 Parganas, **3.Sri Pijush Kanti Saha**, son of Late Hem Chamndra Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **JVAPS1593E**, Aadhar Card No. **946899740091**, residing at - F-40 Santi Sarani, Post Office- Garia, Police Station - Banskroni, Kolkata- 700084 in the District of South 24 Parganas, **4. Smt Chandana Saha** daughter of Late Hem Chamndra Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, Pan Card No. **JDIPS7984D**, Aadhar Card No. **741441398319**, residing at - Swapnaneer Apartment, Flat - 8, F-49 Santi Sarani, Post Office- Garia, Police Station - Banskroni, Kolkata- 700084 in the District of South 24 Parganas, **5. Smt. Misha Poddar** daughter of Late Hem Chamndra Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, Pan Card No. **FQIPP5596K**, Aadhar Card No. **961171221003**, residing at - G-22/1 Baghajatin Pally, Post Office- Garia, Police Station - Banskroni, Kolkata- 700084 in the District of South 24 Parganas, **6. Sri Arnab Saha** son of Late Mitra Saha by faith - Hindu, by Nationality - Indian, by Occupation - Service, Pan Card No. **CMKPS1844Q**, Aadhar Card No. **509124363232**, residing at - F-40, Kamdahari, Santi Sarani, PUC Club, Post Office- Garia, Police Station - Banskroni, Kolkata- 700084 in the District of South 24 Parganas, **6. Sri Biswarup Samadder** son of Late Sudhir Kumar Samadder, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 164/A, Bidhan Pally, Post Office - Garia, Police Station- Banskroni,

Kolkata - 700084, Pan card No. **AUQPS2353G**, Aadhar Card No. **939469638050**; as their true and lawful attorney for the followings:-

- a) To appear before the Kolkata Municipal Corporation for mutation, C.C., water connection and appear before the WBSEDCL for electric connection.
- b) To sign the plan and all the relevant papers in respect of the building plan and present the same to the Kolkata Municipal Corporation and/ or any other competent authority.
- c) To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts necessary for constructing the said building.
- d) To obtain clearances from all the Government Departments and Authorities including Fir Brigade K.M.D.A. Police and the Authorities of Urban Land Ceiling Department, as may be necessary.
- e) To sign and apply for sanction of Building Plan, Drainage Plan, Water Connection, Electricity Connection and other utilities as may be necessary for the convenience and enjoyment of the building standing on the land of the said premises.
- f) To appear before any officer of the Kolkata Municipal Corporation or any Court or Tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.
- g) To represent me before any Court of law.
- h) To appear and to act in all Courts – Civil, Criminal and Tribunal whenever required.
- i) To sign and verify plaints and written statements petitions, objections, memo of appeals, affidavits and application of all kind and file those in a court of law.
- j) To engage and appoint any advocate or counsel wherever required with the consent of Owner.
- k) To negotiate on terms for and to agree to and enter into and conclude any Agreement with the existing tenant in respect of the said premises.
- l) To negotiate on terms for and to agree to and enter into and conclude any Agreement for sell the said Developer's share of allocation (Save and except Owner's share of allocation) to any purchaser or purchasers at such price, the said attorney in its absolute discretion, thinks proper and/ or to cancel and/ or repudiate the same.

- m) To receive from the intending purchaser any earnest money and/ or advance or advances and also the balance of the purchaser money against the said Developer's share of allocation (Save and except Owner's share of allocation) and to give good, valid receipt and discharge for the same.
- n) Upon such receipt as aforesaid to sign, execute and deliver any conveyance or conveyances in respect of the said Developer's share of allocation (Save and except Owner's share of allocation) described in the Third Schedule hereunder written in favour of the said purchaser or his/ her nominee or assignee.
- o) To sign and execute all other deeds, instruments and assurances which that said attorney shall consider necessary and to enter into and/ or to such covenants and conditions as may be required for fully and effectually conveying in respect of the Developer's share of allocation (Save and except Owner's share of allocation) if the Owners themselves present.
- p) To present any such agreement or agreements conveyance or conveyances in respect of the Developer's share of allocation (Save and except Owner's share of allocation) for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which our said attorney shall consider necessary for sale of Developer's share of allocation (Save and except Owner's share of allocation) of the said premises as aforesaid to the purchaser as full and effectually in all respects as the Owners do on the same themselves.
- q) The Owner will, if required, execute the agreement for sale in respect of the sale of the undivided proportionate share of land attributable to the units pertaining to the Developer's allocation and present the same before the registration authority in respect of the Flat pertaining to the Developer's allocation for registration at the cost of the Developer and/ or its nominee.
- r) The Owner, with the execution of this Agreement, will hand over the original copy of the Title Deeds relating to the said property to the Developer and/ or Owner shall bound to produce all the original documents in relating with their tile or property at any time to any competent authority in the request of the Developer.

- s) The Owner will extend all the reasonable cooperation to the Developer for effecting construction of the said building.
- t) The Owner shall, if required, from time to time, transfer to the Developer and/ or its nominee undivided proportionate share in the land attributable to the units pertaining to the Developer's allocation in the building simultaneously or after the Delivery of Possession the Owner's allocation to the Owner and the consideration for the same shall be a part of the cost of the construction of the Owner's allocation. The costs of preparation, stamping, and registration of the necessary document such as Declaration, Affidavit, Boundary Declaration, Kolkata Municipal Corporation, Gift, if any, shall be borne and paid by the Developer.
- u) In case of any encumbrances or dispute arises relating to the Title or Ownership in respect of the said property, then in such event the Owners shall be liable to meet up and remove the same at their own costs and expenses. In case the Owners do not, then the Developer will be at liberty to do so and to recover the said costs from the Owners.
- v) To sign and execute a proper Agreement for Sale or Deed of Conveyance in respect Developer Allocation along with undivided importable proportionate share of the land underneath as per the sanction plan to be sanctioned by the Kolkata Municipal Corporation upon the land mentioned in the schedule hereinabove.
- w) The Owners shall, if required, from time to time, grant such further power or authorities to the Developer concerning the project, for the Developer is doing the various works envisaged hereunder, including entering into an agreement for sale (excluding the Owner's allocation) and/ or construction of the building and/ or portion thereof and to receive all the amount in pursuance thereof.
- x) The Developer with the cooperation of the Owner will make all the arrangements for mutually settle the litigations by withdrawing the suits/ case at its cost without making the Developer liable for the same.

Article - V: Developer's Right

- a) The Developer will have the exclusive right to build and complete at its own cost within the stipulated time as aforesaid subject to its getting the vacant possession of the premises with joint effort of the Owner and the Developer.

- b) In the event of any dispute, both the parties will amicably settle the matter.
- c) The Developer will have the exclusive right to commercially exploit the Developer's allocation. The Developer will have full right and absolute authority to enter into any sale agreement/ sale with any intending purchaser/ purchasers in respect of the said Developer's share of allocation (Save and except Owner's share of allocation) at any price of its discretion and receive advance/ consideration in full thereof.
- d) The Developer will be entitled to occupy and use the property **Subject To** the terms and of this agreement, for the duration of the project. The Developer will be entitled to use the said premises for setting up a temporary size office and/ or quarters for its guard and other staff and shall further be entitled to put up sign boards and advertisement of the project and post its watch and ward staffs after getting possession of the said property from the Owner.
- e) Upon being inducted into the premises, the Developer will be at liberty to do all the works as be required for the project and to utilize the existing electricity and water, if any, in the property, at its costs and expenses. The Developer will have the right to obtain the temporary connection of utilities for the project and the Owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.
- f) The Developer will be entitled to receive, collect and realise all the money out of the Developer's allocation from the intending purchaser in respect of the units/ spaces/ car parking spaces appertaining to the Developer's allocation without creating any personal and/ or financial liability upon the Owners.
- g) The Developer to cause such changes to be made in the plans as the architect may approve and/ or shall be required by the concerned authorities from time to time for the betterment of project.
- h) The Developer will be authorized so far as it necessary to apply for and obtain quota of cement, sleek brick and other building materials for the construction of the building.
- i) The Developer will be entitled to deliver the unit pertaining to the Developer's allocation to the intending purchaser/ purchasers.

- j) The Developer will be entitled to transfer the undivided proportionate share of land in the premises together with proposed flats attributable to the Developer's allocation by the virtue of the Power of Attorney to be given by the Owner to the Developer or its nominee.
- k) The Developer will be entitled to make publicity and advertisement in all possible manners for the benefit of the commercial exploitation of the Developer's allocation.
- l) The Owner shall give such cooperation to the Developer and sign all the papers, confirmation and/ or authorities as may be reasonably required by the Developer from time to time for the project, at the cost and expenses of the Developer.
- m) The Developer shall have the right to demolish the existing structure and taken over the existing materials if any.

Article – Vi: Developer's Obligation

- a) The Developer prior to the Delivery of Possession and/ or execution of any Deed of Conveyance in respect of the Flat/ Units and other constructed spaces under the Developer's allocation to any third party or intending purchaser will deliver the Flats/ Units and other constructed spaces under the Owner's allocation complete in all the respect including the electrical connection, water pump, municipal water, sewerage, drainage connection, plumbing, sanitary, overhead and underground water tanks i.e. habitable condition to the Owners within 24 (Twenty Four) months from the date of the Sanction Plan. The time may be extended due to unavoidable circumstances arises if any, by mutual consent of both the parties, but the same shall not be extended for more than 6 (six months) in any circumstances. Notwithstanding the Developer will be entitled to extend time for completion of the project. In the event of any disputes regarding the vacant possession, both the parties will amicably settle the matter according to the situation.
- b) All costs, charges, expenses and responsibility for the construction of the building and/ or the development of the said premises shall be borne and paid by the Developer exclusively. The Developer will complete the Owner's allocation with the specification annexed hereto.

- c) The Developer will construct the building with ISI standard materials available in the market.
- d) The Developer will bear all the costs arising out of the construction of the building.
- e) The Developer will bear all the liabilities and imposition in respect of the premises and/ or part thereof from the date of taking possession of the premises till the Developer delivers the Flats/ Units and other construction spaces under the Owner's allocation to the Owner from the date of the Owner's allocation is landed over to the Owners, complete and made habitable in terms hereof, the Owners shall be responsible to pay and bear the outgoings and impositions in respect of the Owner's allocation whereas, the Developer will remain responsible for the liabilities and imposition on the Developer's allocation.

Article - Vii: Indemnity

- a) The Developer indemnifies the Owners against all the claims, accidents, actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.
- b) The Developer will indemnify and keep the Owner indemnified in respect of all the costs, expenses, liabilities, claims, and/ or proceedings arising out of any acts done in pursuance of the authorities given as aforesaid.
- c) The Developer will keep the Owners saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof.
- d) The Developer indemnifies the Owners against all the claims or demand that may be made due to any things done by the Developer during development of the said premises and the construction of the new building including the claim by the adjoining properties for damages their building.
- e) The Developer indemnifies the Owners against all the claims and demands of the suppliers, contractors, workmen and agents of the Developer on the account whatsoever including any accident of other loss.
- f) The Developer indemnifies the Owners against any demand and/ or claim made by the unit holder in respect of the Developer's allocation.

- g) The Developer indemnifies the Owners against any action taken by the Municipality and/ or other authority for any illegal or faulty construction or otherwise of the building.
- h) The Developer hereby agrees with the Owners not to do any act, deed or things whereby the Owners will be prevented from enjoying, selling, disposing, assigning of any of Owner's allocation in the property.

Article - VIII: Common Understandings

- a) In case it is required to pay any outstanding dues to the municipality or any other outgoings and liabilities in respect of the premises till the date the Owner hand over the vacant and peaceful possession of the premises to the Developer, then the Owner shall pay such dues and bear the costs and expenses thereof and the Developer will be liable for the subsequent period, if any. In other word, the Developer will pay the municipal rates and taxes and electricity bills as outstanding dues of the said premises till the date of handing over possession of the Owner's allocation to the Owners, where after the Owner's shall be responsible for their allocation and the Developer for their allocation.
- b) The Owners shall be solely and exclusively entitled to the Owner's allocation and the Developer's allocation in the newly constructed building along with common service area as per sanctioned plan.
- c) The Owner's allocation shall be raised and constructed by the Developer for and on behalf of the Owner. The Developer's allocation of the building shall be constructed by the Developer for and on behalf of itself. The Owner and the Developer will be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem fit and proper **Subject To However** the general restrictions for mutual advantage inherent in the Owner's allocation. They will also be at liberty to enter into an agreement for sale of their respective allocation **Save That** insofar as the same relates to common areas (as described in the Fourth Schedule hereto) common expenses (as described in the Fifth Schedule hereto) and other matter of common interest, the Owners and the Developer will adopt the same covenants and restrictions. The form of such agreement to be utilized by the parties shall be such as drawn by the advocates in consultation with the parties hereto, b



ut the same shall be in accordance with the practices prevailing in respect of Ownership flat buildings in Kolkata.

- d) The Developer will be entitled to all such monies receivable in respect of the Developer's allocation **Provided However** that the monies payable and/ or deposits for common purposes and common expenses shall be receivable only by the Developer from all the units Owner till formation of the society or any Owner's association of the unit Owner.
- e) The Developer will provide electricity connection for the said building including the Owner's allocation and the Owner and/ or their nominees shall reimburse for their individual meter as required to obtain electricity from the **W. B.S.E.D.C.L.** to the Developer, payment must be paid by owner proportionately.
- f) Upon completion of the building, all the flat Owners shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management of the said building.
- g) If so required by the Developer, the Owner shall join and/ or cause such persons as may be necessary to join as confirming parties in any documents conveyance and/ or any other documents of transfer that the Developer may enter into with any person who desire to acquire units comprised in the Developer's allocation. That if any partner of the Developer died during the construction of the building, the legal heirs/ assignee/ successor/ successors-in-office/ legal representatives will be responsible to complete the construction work of the proposed building.

Article – IX: Common Restrictions

- a) Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any trade or activity detrimental to the peaceful loving of the other occupiers of the building.
- b) Neither party shall demolish or permit to demolish any wall or make any Structural alteration to the building.
- c) Both the parties shall abide by all laws, bye-laws, rules and regulation of the competent authority in enjoying the occupation of the building.
- d) Both the parties will jointly form a committee to look after the maintenance of the building. But with the Owners take possession of the Owner's allocation and the Developer sale major parts of its allocation, the Developer

will have no liability to the said committee and/ or any association to be formed.

- e) Neither party shall use or permit to usage of their respective allocation or any portion of the said building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- f) Both the parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building giving notice in writing.
- g) Both the parties will bear proportionate tax, maintenance cost, and day to day expenditure of their respective allocation after completion and delivery of possession of the building.

Article - X: Miscellaneous

- a) The Owners and the Developer have entered into this agreement purely on independent status and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- b) Save and except this agreement no agreement and/ or oral representation between the parties hereto exists or will have any validity.
- c) The Owners herein jointly declare that there shall be liable to give allotment to their tenants from their allocation only. And the developer shall do the need full for the negotiation between Tenants and Owner. And decision made by the Developer shall always prevail.

Article - Xi: Force Majure

The Developer will complete the Owner's allocation within the stipulated period subject to the circumstances which may not be found beyond control of the Developer.

Article - Xii: Jurisdiction

The Court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this Agreement.

The First Schedule Above Referred To

[The Premises]

All That piece and parcel of land measuring more or less **5 (Five) Cottahs 08 (Eight) Chittacks** together with Two storied Building total measuring more or less **1552 sq.ft.** Standing thereon & total measuring more or less **500 Sq.ft.** **Asbestor** Shaded Structure Standing thereon lying and situated at mouza-Kamdahari, Pargana- Magura, J.L.No.49, Touzi no. 14, R.S. No.200, comprised of Dag No. 153, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, ward no.111, at K.M.C. Premises No. **41 Santi Sarani**, Mailing Address -**F-40, Kamdahari, Bidhan Pally, Panchanantala**, under Police Station - Bansdroni; bearing Assessecc No. **311112000414**; which is butted and bounded as follows that is to say:-

On The North: 8'6" Feet Wide Common Passage.

On The South: F-38, Santi Sarani.

On The East: 20'0" Feet Kolkata Municipal Corporation Road.

On The West: 5'6" Feet Wide Common Passage

Or Howsoever Otherwise the same is butted and bounded called, known, numbered and/ or distinguished.

The Second Schedule Above Referred To

[Owner's Allocation]

Owner's shall be entitled to get in following manner as mention below:-

1. **1 (One) Self Contained residential Flat** measuring more or less **700 (Seven Hundred) Sq.Ft.** Built Up area on Third Floor of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.
2. **1 (One) Self Contained residential Flat** measuring more or less **350 (Three Fifty) Sq.Ft.** Built Up area on different floor at different portion of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Building.
3. **1 (One) Self Contained residential Flat** measuring more or less **500 (Five Hundred) Sq.Ft.** Built Up area on Top Floor at Front Side of the proposed Multi Storied Building as per the sanctioned Building Plan along with the

proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.

4. **1 (One) Self Contained residential Flat** measuring more or less **400 (Four Hundred) Sq.Ft.** Built Up area on on different floor different portion of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.
5. **1 (One) Self Contained residential Flat** measuring more or less **400 (Four Hundred) Sq.Ft.** Built Up area on First Floor at Back Side of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.
6. **1 (One) Self Contained residential Flat** measuring more or less **400 (Four Hundred) Sq.Ft.** Built Up area on First Floor at Back Side of the proposed Multi Storied Building as per the sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed Multi Storied Building.

Henceforth the total nonrefundable amount of First Part shall be Rs.10,00,000/- (Rupees Ten Lakh) Only; from which Rs.2,00,000/- (Rupees Two Lakhs) only; shall be paid at the time of this Development agreement and its Development Power of Attorney, and rest Rs.8,00,000/- (Eight Lakhs) only at time of Possession.

The Third Schedule Above Referred To

[Developer's Allocation]

The Developer will be entitled to the **Rest** of the construction area, after providing the Owner's allocation of the proposed Multi Storied Building along with the proportionate share of common portion, common facilities and common amenities of the said proposed Multi Storied Building.

And there have the liberty to sell or transfer at their own choice. If the title of the owners not clear and the construction work may delayed due to the title of the ownership of the owner, the time bound not to be calculated.

The Fourth Schedule Above Referred To
[Specification of Construction]

a) **Structural Construction:**

Building design on RCC foundation with RCC framed structure with RCC roof slabs all conforming to National Building Code of India and Kolkata Municipal Corporation.

b) **Perimeter Walls:**

200 mm thick cement work (1:6 sand cement mortar).

c) **Internal Walls:**

75 / 125 mm thick with cement work (1:4 sand cement mortar) with wire reinforcement in every 2nd layer.

d) **Surface finish:**

Internal all walls and ceiling cement plastered and plaster of paris outside surface sand, cement plaster and snowcem wash.

e) **Flooring:**

Verified Tiles including 4" skirting in bed rooms and all other floors.

f) **Door:**

All Door Frame would be Sal wood, Main Door and all the internal doors shall commercial flush doors with aluminum fittings, i.e., Tower Bolt, handle "O" ring with two coats of wooden primer.

g) **Window:**

All windows will be sliding aluminum with smoke glass cover with M.S. grill.

h) **Kitchen:**

Verified Tiles floor, Black stone kitchen platform with 2'6" height white glazed ceramic tiles on the wall, one steel sink, one C.P. bib cock.

i) **Toilet:**

Marble floor with 6'-6" height wall tiles (white in colour) over all, one white commode with cistern (PVC) white in colour, One C.P. bib cock, concealed water lines, ceramic white basin and shower in toilet and both the toilets shall be provided with suitably positioned lights.

j) **Electricals:**

Concealed copper wire line with necessary fittings, sufficient light points, fan points and plug point in each and every rooms balcony, kitchen, living cum dining, bath rooms by Semi moduler plate switches of reputed mark

i.e., Each Bedroom – 2 Light points, one 5 Amp. Plug Point, One Fan Point. Living-cum-Dining – One 5 Amp. Plug Point, Two Light Points and Two Fan Points. Toilets – One Light Point, One Geezer Point, One Exhaust Fan Point. W.C. – One Light Point and One Exhaust Fan Point. Kitchen – One Aqua-guard Point, One 15 Amp. Plug Point, One Light Point and One Exhaust Fan Point.

k) **Finishing:**

Plaster of Paris over sand cement plaster would be done in all inside walls will be painted with standard cement based paint, windows will be coloured with two coats of synthetic enamel over primer.

l) **Water:**

Kolkata Municipal Corporation water supply at the underground reservoir with pumping facilities to overhead tank for the distribution of water to the individual flats through common surface pipe line (PVC) and pipe line up to the overhead tank at the roof of the building.

m) **Stairs and Landings:**

Marble / Vertified Tiles Finish.

n) **Verandah Railing:**

By brick works/ grills up to 3' height.

o) **Roof:**

Water proofing treatment of roof.

Extra Work:

No Extra work in the Flat would be carried out by the Developer. In the event such work is to be carried out, then in such event the Purchasers or Owners shall bear all the extra costs and expenses and for such extra work, it carried out, no deduction would be made by the Developer in the price of the Flat as agreed to the sold/ purchased.

**The Fifth Schedule Above Referred To
(Common Rights)**

- a) Stair-case in all the floors of the said building.
- b) Stair-case landings on all the floors of the said building.
- c) Common passage including main entrance of the floors leading to roof.
- d) Water pump, overhead water tank and water supply line.

- e) Electric service line and electric main line wiring, electric meter for pump installed on the building and the meter box.
- f) Drainage and Sewerages.
- g) Boundary walls and Main gate.
- h) The ultimate roof of the building.
- i) Such other common parts, areas, equipments, installations, fixtures, fittings and spares in or above the said building as are necessary for the use and occupancy of the said building in common.

The Sixth Schedule Above Referred To

[Common Expenses]

- a) All electricity charges payable in common for common portions of the buildings.
- b) Premium for insurance of the building if any made.
- c) Municipal and all other taxes levied on the building and other outgoings and any other charges required for payment towards the common use and enjoyment.
- d) Salaries and/ or wages for Darwan, Sweeper, etc.
- e) Regular maintenance of the building and attachment including periodical paintings of the outer side of the buildings, common spaces.
- f) Maintenance of Sewerage lines, External pipelines, sanitary tanks, underground water reservoir and other common attachments.
- g) Any other common expenses that the Owners Association of the building may decide if any all formed by the Flat Owner.

In Witness Whereof the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

Signed, Sealed & Delivered by the Parties at Kolkata in the Presence of:-

1. Pamela Das
(Adv.)
Alipore Judge's Court,
16/1-24

Prasir Chandra Mukherjee (PRASIR CHANDRA MUKHERJEE)

Bharnali Mukherjee.

Jayy Mulhi

Pijush Kanti Saha,

Chandana Saha

Mishra Poddar.

Arnob Saha.

Abiswarup Samadder

2. Sk Habibul Rahoman.
(Adv.)
Alipore Judge's Court
16/1-24

(Signature of Landlord / First Part)

TRIYA ENTERPRISE

Abiswarup Samadder

Proprietor

Drafted & Identified by me,

Pamela Das

Pamela Das.

(Advocate)

Alipore Judges Court

Enrolment No. F/1097/2014.

Kolkata- 700027.

(Signature of Developer / Second Part)

Memo of Consideration

Received of from the within named Developer the within mentioned sum of Rs.2,00,000/- (Rupees Two Lakh) Only, in the following manner:-

Date	Mode	Bank	Branch	Amount (Rs)
15 th Dec 2022	Cheque No 000155	Bandhan	Caria	2,00,000/-
-	-	-	-	-
-	-	-	-	-
Total				2,00,000/-

Total:- Rupees Two Lakh Only.

Witnesses:

1. Pamela Das
(Attu)

Aspose Judge's Court
Kot-27

2. Sk Hebibur Rahman.
(Attu)

Aspose Judge's Court
Kot-27

Prabir Chandra Mukherjee
(PROBIR CHANDRA MUKHERJEE)

Bharali Mukherjee.

Jany Mukhi

Pijush kanti saha
Chandana Saha
Misha Poddar.

Arbab Saha.

Biswarup Samadder

(Signature of Landlord / First Part)

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand						
	right hand					

Name Prasenjit Chandra

Signature Mukherjee *Prasenjit*



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left hand						
	right hand					

Name

Signature *Ganj Mishra*



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left hand						
	right hand					

Name

Signature *Bharali Mukherjee*

PHOTO		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
right hand						

Name

Signature



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature Pijush Kanti Saha.



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature Chandana Saha



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature Minna Poddar.

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name

Signature

Arnav Sahu



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name

Signature

Abhiswarup Samadder



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Signature

Samela D

Major Information of the Deed

Deed No :	I-1603-19832/2022	Date of Registration	21/12/2022
Query No / Year	1603-2003507383/2022	Office where deed is registered	
Query Date	12/12/2022 10:27:42 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Habibur Rahaman Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9038277786, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 62,93,305/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,071/- (Article:48(g))	Rs. 2,060/- (Article:E. E. E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Bandsonil, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: SANTI SARANI, , Premises No: 41, , Ward No: 111 JI No: 49, Touzi No: 14 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu	5 Katha 8 Chatak	1/-	51,10,705/-	Width of Approach Road: 24 Ft.,
Grand Total :				9.075Dec	1 /-	51,10,705 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S2	On Land L2	2052 Sq Ft.	0/-	11,82,600/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 776 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 776 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		0 sq ft	0 /-	11,82,600 /-	



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri Probir Chandra Mukherjee Son of Late Jibon Chandra Mukherjee F-39 Kamdahari Santi Sarani, City:- Not Specified, P.O:- Garia, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AQxxxxxx8C, Aadhaar No: 87xxxxxxxx4580, Status :Individual, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence
2	Shri Tanmoy Mukherjee Son of Late Tapan Chandra Mukherjee F-39 Kamdahari Panchanantala Santi Sarani, City:- , P.O:- Garia, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Clizen of: India, PAN No.:: ANxxxxxx6E, Aadhaar No: 79xxxxxxxx2403, Status :Individual, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence
3	Smt Bharati Mukherjee Wife of Late Samir Chandra Mukherjee F-39 Shanti Sarani Kamdahari, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CMxxxxxx9C, Aadhaar No: 63xxxxxxxx9347, Status :Individual, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence
4	Shri Pijush Kanti Saha Son of Late Hem Chandra Saha F-40 Santi Sarani, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: JVxxxxxx3E, Aadhaar No: 94xxxxxxxx0091, Status :Individual, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence
5	Smt Chandana Saha Daughter of Late Hem Chandra Saha Swaananeer Apartment Flat 8, F-49 Santi Sarani, City:- , P.O:- Garia, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: JDxxxxxx4D, Aadhaar No: 74xxxxxxxx8319, Status :Individual, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence
6	Smt Misha Poddar Daughter of Late Hem Chandra Saha G-22/1 Baghajatin Pally, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: FQxxxxxx6K, Aadhaar No: 96xxxxxxxx1003, Status :Individual, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence



7	<p>Shri Arnab Saha Son of Late Mitra Saha F-40 Kamdahari Santi Sarni, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: CMxxxxxx4Q, Aadhaar No: 50xxxxxxxx3232, Status :Individual, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence</p>
8	<p>Shri Biswarup Samadder (Presentant) Son of Late Sudhir Kumar Samadder 164/A Bidhan Pally, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AUxxxxxx3G, Aadhaar No: 93xxxxxxxx8050, Status :Individual, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/12/2022 , Admitted by: Self, Date of Admission: 15/12/2022 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Triya Enterprise 164/A Bidhan Pally, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: AUxxxxxx3G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Shri Biswarup Samadder Son of Late Sudhir Kumar Samadder 164/ A Bidhan Pally, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AUxxxxxx3G, Aadhaar No: 93xxxxxxxx8050 Status : Representative, Representative of : Triya Enterprise (as Proprietorship)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Smt Pamela Das Daughter of Shri Rabi Chandra Das Alipore Judge Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027</p>			

Identifier Of Shri Probir Chandra Mukherjee, Shri Tanmoy Mukherjee, Smt Bharati Mukherjee, Shri Pijush Kanti Saha, Smt Chandana Saha, Smt Misha Poddar, Shri Arnab Saha, Shri Biswarup Samadder, Shri Biswarup Samadder

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Shri Probir Chandra Mukherjee	Triya Enterprise-1.13437 Dec
2	Shri Tanmoy Mukherjee	Triya Enterprise-1.13437 Dec
3	Smt Bharati Mukherjee	Triya Enterprise-1.13437 Dec
4	Shri Pijush Kanti Saha	Triya Enterprise-1.13437 Dec
5	Smt Chandana Saha	Triya Enterprise-1.13437 Dec
6	Smt Misha Poddar	Triya Enterprise-1.13437 Dec
7	Shri Arnab Saha	Triya Enterprise-1.13437 Dec
8	Shri Biswarup Samadder	Triya Enterprise-1.13437 Dec
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Shri Probir Chandra Mukherjee	Triya Enterprise-256.50000000 Sq Ft
2	Shri Tanmoy Mukherjee	Triya Enterprise-256.50000000 Sq Ft
3	Smt Bharati Mukherjee	Triya Enterprise-256.50000000 Sq Ft
4	Shri Pijush Kanti Saha	Triya Enterprise-256.50000000 Sq Ft
5	Smt Chandana Saha	Triya Enterprise-256.50000000 Sq Ft
6	Smt Misha Poddar	Triya Enterprise-256.50000000 Sq Ft
7	Shri Arnab Saha	Triya Enterprise-256.50000000 Sq Ft
8	Shri Biswarup Samadder	Triya Enterprise-256.50000000 Sq Ft



On 13-12-2022

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 62,93,305/-



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

On 15-12-2022

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

Presented for registration at 22:00 hrs on 15-12-2022, at the Private residence by Shri Biswarup Samadder , one of the Executants.

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

Execution is admitted on 15/12/2022 by 1. Shri Probrir Chandra Mukherjee, Son of Late Jibon Chandra Mukherjee, F-39 Kamdahari Santi Sarani, P.O: Garia, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service, 2. Shri Tanmoy Mukherjee, Son of Late Tapan Chandra Mukherjee, F-39 Kamdahari Panchanantala Santi Sarani, P.O: Garia, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service, 3. Smt Bharati Mukherjee, Wife of Late Samir Chandra Mukherjee, F-39 Shanti Sarani Kamdahari, P.O: Garia, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 4. Shri Pijush Kanti Saha, Son of Late Hem Chandra Saha, F-40 Santi Sarani, P.O: Garia, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service, 5. Smt Chandana Saha, Daughter of Late Hem Chandra Saha, Swaananeer Apartment Flat 8, F-49 Santi Sarani, P.O: Garia, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 6. Smt Misha Poddar, Daughter of Late Hem Chandra Saha, G-22/1 Baghajatin Pally, P.O: Garia, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 7. Shri Arnab Saha, Son of Late Mitra Saha, F-40 Kamdahari Santi Sarani, P.O: Garia, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service, 8. Shri Biswarup Samadder, Son of Late Sudhir Kumar Samadder, 164/A Bidhan Pally, P.O: Garia, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Indetified by Smt Pamela Das, , , Daughter of Shri Rabi Chandra Das, Alipore Judge Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 15-12-2022 by Shri Biswarup Samadder, Proprietorship, Triya Enterprise (Sole Proprietorship), 164/A Bidhan Pally, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by Smt Pamela Das, , , Daughter of Shri Rabi Chandra Das, Alipore Judge Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



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



On 16-12-2022

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,060.00/- (B = Rs 2,000.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 2,060/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/12/2022 9:29PM with Govt. Ref. No: 192022230214056078 on 13-12-2022, Amount Rs: 2,060/-, Bank: SBI EPay (SBIEPay), Ref. No. 0468491427219 on 13-12-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by by online = Rs 5,071/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/12/2022 9:29PM with Govt. Ref. No: 192022230214056078 on 13-12-2022, Amount Rs: 5,071/-, Bank: SBI EPay (SBIEPay), Ref. No. 0468491427219 on 13-12-2022, Head of Account 0030-02-103-003-02



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

On 21-12-2022

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 5,000.00/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 17273, Amount: Rs.5,000.00/-, Date of Purchase: 13/12/2022, Vendor name: Subhankar Das



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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 630856 to 630903
being No 160319832 for the year 2022.



Dhar

Digitally signed by Debasish Dhar
Date: 2022.12.21 17:27:59 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/12/21 05:27:59 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

