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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the pa-1 of this document.



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

AGREEMENT FOR DEVELOPMENT

04 AUG 2023

THIS AGREEMENT FOR DEVELOPMENT is made on this ^{4th}.....day of.....^{August}.....for the Year-2023(Two thousand-twenty three) A. D.

:: BY AND BETWEEN ::

Contd.....Page-2

11858

No. Rs. 100/- Date 13 MAR 2023

Name : Sajal Kumar Bhattacharyya (Adv.) Advocate

Address : ALIPORE POLICE COURT
Kolkata - 700 027

Vendor : Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27



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Sajal Kumar Bhattacharyya (LL.B)
Advocate

Alipore Police Court

Kolkata - 700027

Identified by :- Sajal Kumar Bhattacharyya
S/o. Lt. Abir Ch. Bhattacharyya
ADVOCATE, Alipore Police Court
Kolkata-700027.

(1) **MRS. MOUMITA DEY PAN: ARCPD1523G** Wife of Late Ashis Kumar Dey, **ADHAAR NO. 8781 6648 8412** wife of Late Ashis Kumar Dey (2) **MR. ARNAB DEY PAN: CANPD1877M AADHAAR NO. 5203 7050 0440** (3) **MR. ARPAN DEY PAN: CSLPD1491D AADHAAR NO. 7774 0498 4317** both 2 & 3 are the son of Late Ashis Kumar Dey, 1 to 3, by faith-Hindu, by Nationality- Indian, occupation – Business, jointly residing at 130, Boral Main Road, P.O. Garia, P.S. Regent Park, Kolkata-700084, W,B AND (4) **SRI BIJOY GHOSH PAN: ADYPG4183B AADHAAR NO.4079 8352 1391**, Son of Late Lalmohon Ghosh, by Occupation-Business, by faith-Hindu, Nationality-Indian, residing at: C/9, Rajnarayan Park, P.O. & Village:- Boral, P.S. Formerly- Sonarpur, now Narendrapur, Kolkata-700154, District-South-24Parganas, all the above here-in-after jointly called or referred to as the **LAND OWNERS/PRINCIPALS**(which expression shall unless excluded by or repugnant to the subject or context, be deemed to mean & include each their legal heirs, successors, executors, survivors, claimants, legal-representatives and/or assigns) **here-in-after called or referred to as the Parties of the ONE PART/ FIRST PART**

AN D

M/S. PERFECT ENTERPRISE, having its **PAN:AAKFP7665G**, a **PARTNER-SHIP FIRM**, having its Office Address at 77, Boral Main Road, P.O. Garia, P.S. old Regent Park, now Bansdroni, Kolkata-700084 and duly represented by two **PARTNERS** namely :-(1) **SMT. MOUMITA DEY PAN: ARCPD1523G, AADHAAR No.8781 6648 8412**, Wife of Late Ashis Kumar Dey, by faith-Hindu, by Occupation–Business, Nationality–Indian, **residing at:**



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130, Boral Main Road, P.O. Garia, P.S. formerly-Regent Park, now Banskroni, Kolkata-700084 AND (2) SRI BIJOY GHOSH PAN: ADYPG4183B Son of Late Lalmohan Ghosh, by faith- Hindu, by Occupation- Business, Nationality-Indian, residing at: C/9,Rajnarayan Park, Boral Main Road, Rangal, P.S. Formerly Sonarpur, now Narendrapur, P.O. Boral, South-24Parganas, Kolkata-700154. W.B, both the above here-in-after jointly called or referred to as the DEVELOPER (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, administrators, legal representative and/ or assigns) here-in-after called or referred to as the DEVELOPER/SECONDPART.

-: A BRIEF RECITAL HEREUNDER GIVEN :-

WHEREAS be it mentioned here that one of the Owners named **ASHIS KUMAR DEY** since deceased was the son of Sri Dakshina Ranjan Dey and said Ashis Kumar Dey unfortunately died intestate on 25.12.2014 and place of death was **FORTIES HOSPITALS LITED, KOLKATA - 29**, after such death left behind him, his two sons namely Arnab Dey, Arpan Dey and his wife Moumita Dey as his legal heirs Or lawful successors who are legally 50% (Fifty Percent) Owners of the Landed Property of the two Separate Deed of Sale **A N D** another 50% Share of two Separate Deeds are the Owner of **BIJOY GHOSH** son of Late Lalmohan Ghosh **A N D** said each two Deeds are being **Deed No.02752 for the year-2010 AND 02753 for the year-2010**, respectively, **both registered on 9th April, 2010**, at the office of A.D.S.R. Alipore, South-24Parganas & both separate of recital of the land by nature BASTU, hereunder given.

ANDWHEREAS be it clarified herein that Said (1)**ASHIS KUMAR DEY** then alive, son of Dakshina Ranjan Dey then of 130, Boral Main Road, P.O. Garia, P.S. Regent Park, Kolkata-70084 therein called **One of the PURCHASERS** and



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(2) **BIJOY GHOSH** Son of Late Lalmohan Ghosh of C/9, **Rajnarayan Park, P.S. Sonarpur, Kolkata-700154**, is called another Purchaser jointly purchased an areas of Plot of the Land measuring **02(Two)Cottah** formerly **SHALI**, now **BASTU-LAND TOGETHER WITH** 100Sq.Ft. Asbestosh Shed, lying and situated at Mouja- Kamdahari, J.L.No.49, then P.S. RegenetPark, now Bansdroni, District: South-24Parganas, Touji No.14, R.S.No.200, comprising of R. S. Dag No.688, appertaining to sabek Khatian No.30, Hall Khatian No.765, denoted as **Scheme Plot No.16**, known and identified as **PREMISES No.395**, Atabagan within the Jurisdiction of the Kolkata Municipal Corporation, ward No.111, Borough-XI, then **ASSESSEE NO.31-111-01-0395-9**, therein called as one of the sold Property absolutely sold by then **VENDORS NAMELY**:-(1) SRI **KALACHAN DEY** @ KalachandDey Son of Late Bhubaneswar Dey (2) SMT.MONI RANI DEY Wife of KalachandDey (3) SANKAR NARAYAN DEY son of Sri KalachandDey, all the **VENDORS** then residing at Madanpur, P.S. Amdanga, District:- North-24Parganas, thereafter they Jointly resided at 130 Boral Main Road, P.O. Garia, Kolkata-700084,sold,conveyed the aforesaid Plot of land by virtue of Deed of Sale to said **ASHIS KUMAR DEY** and **BIJOY GHOSH** detail mentioned above and aforesaid **VENDORS** sold **SAID LAND** by nature **BASTU** to the aforesaid **PURCHASERS** therein, by and under a registered **SALE DEED**, registered at the Office of **A. D. S. R. Alipore dated 09th April-2010**, duly recorded in **Book No.1, CD Volume No.13, Pages from 343 to 367, being No.02752 for the Year-2010**.

AND WHEREAS in a nutshell, herein recited how the said land was devolved to those **VENDORS** sold the land to then **LAND OWNERS** that : the aforesaid '**VENDORS**' lawfully purchased the said plot of land measuring **02Cottah** more or less by virtue of Bengoli Saff-Kobala from then **Tapas Acharjee** son of Late Gouranga Chandra Acharjee of 87, Boral Main Road, Atabagan, P.O. Garia, Kolkata-84, against then Marketable Consideration, by virtue of the registered Bengoli Deed, registered at D.S.R-1, Alipore, South-24Parganas, recorded -



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in Book No.1, CD Vol.No.8, Pages 2261 to 2275, being No.01134 for the year-2010 AND said **TAPAS ACARJEE** purchased the said land from Mira Bandyapadhya @ Chakraborty of 87, Boral Main Road, Atabagan, P.O. Garia Kol-84, by virtue of registered 'Deed of Sale', registered at D.S.R. Alipore, South-24Parganas, recorded in Book No.1, Vol. No.89, Pages No.258 to 270, being No.01711 for the year-2003 and mutated his name in respect of Bastu Land identified as Premises No.395, Atabagan within the limit of the K.M.C, Assessee No.31-111-01-0395-9 **A N D** said Mira Bandyapadhya @ Chakraborty purchased said land from Prasantajyoti Das on 27th November-1992, registered at the Office of A.D.S.R. Alipore, South-24Parganas, recorded in Book No.1, Vol. No.140, Pages from 431 to 440, being No.5024 for the year-1992 and after purchasing the same, Mira Bandyapadhya @ Chakraborty mutated his name in the record of the Kolkata Municipal Corporation and had been paying rates and Taxed as applicable in respect of **Premises-395, Atabagan, Assessee No.31-111-01-0395-9** and said Mira Bandyapadhya @ Chakraborty due to her urgent need of cash sold conveyed to said Tapas Acharjee son of Late Gouranga Chakraborty, sold unto or in favour of Said Monirani Dey wife of Kalachand Dey and Sankar Narayan Dey, formerly resided Madanpur Amdanga, District:North-24Parganas, thereafter resided at 130, Boral Main Road, P.O.Garia, Kolkata-700084 i.e. said Tapas Acharjee sold the same to the Owners **SRI KALA CHAN DEY @ Kalachan Dey, MONI RANI DEY, SANKAR NRAYAN DEY** detail mentioned before who sold the said landed Property by nature 'Bastu' unto or in favour of the Present Owners namely: (1) **Ashis Kumar Dey** then alive, son of Dakshina Ranjan Dey of then 130, Boral Main Road, P.O. Garia, P.S. Regent Park, Kolkaa-70084 therein called **One of the Purchasers** and (2) **Bijoy Ghosh** Son of Late Lalmohan Ghosh as **another Purchaser** of C/9, Rajnarayan Park of P.O. + Vill:- Boral, P.S. Sonarpur, Kolkata-700154, jointly purchased an areas of Plot of the Land mentioned before and had been enjoying said Bastu land.



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AND WHEREAS on the other hand, all that areas of land measuring more or less 46-Decimal, lying and situated at the same location mentioned above which then under Kh. No.15 of Mouza- Kamdahari, J.L.No.49, belongs to Akbar Ali Sapui, Meher Sapui, Monir Sapui, Nabijan Bibi Sarbanu Bibi as per their respective share and their names were recorded in the settlement record in the manner:-all those landed Properties within Khatian No.15, R. S. Dag No.683, belonged to Meher Sapui, R.S. Dag No. 684, belonged to Akbar Sapui, R.S. Dag No.685 belonged to Monir Sapui, Nabijan Sapui, Sarbanu Bibi and remaining land under R.S. Dag No.687 belongs to all Co-sharers as joint Property.

AND WHEREAS Thereafter, Nabijan Bibi died intestate leaving behind her only son Monir Sapui and Only daughter Sarbanu Bibi who lawfully seized and possessed of said undivided landed property of their Late Mother as per sacred Mohammedan "Sunni Farayez" and said son & daughter were enjoying the said property jointly and freely, the Co-Sharer named Sarbanu Bibi died intestate leaving behind her five Sons and One daughter who jointly seized and possessed of the landed property left by Sarbanu Bibi and while they were enjoying the same, One of the sons of Late Sarbanu Bibi named "Sobrat Ali Sk" sold his share to or in favour of Saukat Ali Sapui, son of Moniruddin Sapui @ Monir Sapui, by way of registered Deed, registered at the Office of the Sub-Registered Alipore, South-24Parganas, recoded in Book No.1, Vol. No.74, Pages from 79 to 83, Being No.4062 for the year-1953.

AND WHEREAS another two sons of Late Sarbanu Bibi named Rajob Ali Sk and Eslam Ali Sk, sold their undivided area of land in favor of Moniruddin Sapui, by a Sale Deed, registered at the Office of the S.R. Alipore, South-24 Parganas, duly recorded in Book No.1, Volume No.103, Pages 58 to 62, being No.6013 for the Year-1954 & another two sons of Late Sarbanu Bibi named Anoyar Ali Sk and Sunuyar Ali Sk sold their undivided share of land to Moniruddin Sapui by way of **SALE DEED** registered at the Office of the S.R.



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Alipore, 24Parganas, recorded in Book No.1, Vol. No.26, Pages 21 to 26, Being No.198, for the year-1958.

AND WHEREAS in accordance with former Zila settlement record entire Land-area under Kh.No,15, reflected as 46-Decimel more or less, out of which the land under aforesaid Khatian, comprising in R.S. Dag No.683, Land Areas 12-Decimel in R.S. Dag No.684, Land Areas 13-Decimel under R.S. Dag No.687, Land Areas 03-Decimel in total 28(Twenty Eight)Decimal more or less was recorded in the name of Achiran Bibi as sixteen Annas Owner and in the same way the Land areas R. S. Dag No.685 measuring 15(Fifteen) Decimal more or less and in R. S. Dag No.687 measuring 03-Decimal more or less total Land areas 18(Eighteen) Decimal more or less was recorded in the name of Maniruddin sapui and others landed properties under sabek Khatian No.133, R.S. Dag No.674, land area 16-Decimal more or less was recorded in the name of Meher Sapui and under Dag No.686, measuring 12-Decimal more or less was recorded in the name of Akbar Sapui, Land areas under Dag No.651 measuring 7-Decimal and under Dag No.673, land areas 06 Decimal aggregating to land areas 13 Decimal was recorded in the name of Maniruddin Sapui.

AND WHEREAS while Maniruddin Sapui had been enjoying peaceably said land by making amicable partition, his name was finally recorded in respect of 18-Decimal of land and thereafter said Akbar Ali Sapui died intestate leaving his heirs Golam Rabbani Sapui and others, lawfully seized and possessed of the said 12(twelve)decimal land, lying at same Mouza, same location under Khatian No.133, R,S, Dag No.686 and said land 12-Decimal including land 03-Decimal in same Mouza, comprising Dag No.687, Kh. No.15 and others landed property were sold to or in favour of "**ACHIRAN BIBI**" by way of a registered Deed of Sale which was registered at the Office of the Sub-Registrar at Alipore, South-24Parganas, and recorded in Book No.1907 for the year-1943.



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AND WHEREAS while said **ACHIRAN BIBI** enjoying said land, her own name was recorded finally and in the year-1962, sold some areas of land out aforesaid landed properties at Mouza -Kamdahari, J.L. No,49 and said landed properties comprised of R.S. Dag No.684,land areas 08(Eight) Decimal more or less in R.S. Dag No.687, land areas 03Decimal more or less and R,S, Dag No.686, land areas 03Decimal more or less, i.e. in total **14(Fourteen)Decimal** more or less unto or in favour of Moniruddin Sapuie.

AND WHEREAS while said Maniruddin Sapui, Soukat Ali Sapui and Kadbanu Bibi had been enjoying said landed property at Mouza-Kamdahari J.L.No.49, under Khatian-469,achieved by then R.S. Dag No.685, Land areas 15(Fifteen) Decimal more or less in R. S. Dag No.687, land areas 04(four) Decimal more or less and in R.S. Dag No.686 land areas 03(three) Decimal, respectively in total 22-Decimal M/L,out of aforesaid landed property they sold, conveyed, forever transferred with possession **ALL THAT** areas measuring 09(Nine)Cottah more or less in favor of Pratima Choudhury wife of Jiban Krishna Chowdhury and Arun Chandra Talukdar at or for a Marketable Consideration of said land at Mouza-Kandahari, J.L. No.49, R.S. Dag No.649, land area sold measuring $9\frac{1}{2}$ (Nine & half) Decimal, out of 15-Decimal and at the same location adjacent land of R.S. Dag No.687, kh.No.15, Land areas 04Decimal, R.S. Dag No. 686, Kh. No. 133, Land Areas 1.5 Decimal or in local measurement 09(Nine)Cottah ultimately sold with every right and title due to their urgent need of money by way of registered Deed of Sale executed on 22nd August-1967, registered at the Office of the Sub-Registrar Alipore, south-24Parganas, recoded in Book No.1, Vol. No.120, Pages from 29 to 37, Being No.6357, for the Year-1967.

AND WHEREAS while Mother and Maternal uncle of the earlier Owner named above, had been enjoying jointly without any disturbances by others, said land by erecting a small house thereon duly mutated their names in Shrestha under the Govt. of West Bengal, paying rates and rents



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as applicable time to time, the Maternal Uncle "**Arun Chandra Talukdar**" @ "Arun Krishna Talukdar" gifted his undivided $\frac{1}{2}$ (half) share of the said landed Property measuring **04 Cottah 08 Chittak Bastu Land** M/L, out of the total land **09(Nine)Cottah** land to his nephew or sister's Sons named Biswajit Chowdhury and Abhijit Chowdhury both sons of Jiban Krishna Chowdhury, out of natural love, affection by virtue of a **DEED OF GIFT**, registered at **D.S.R. Alipore and recorded in Book No.1, being No.3198 for the year-1989** and forever gave the possession with every right and lawful thereof and both sons of said Jiban Krishna Chowdhury along-with their Mother Paramita Chowdhury jointly had been enjoying the said entire land 09(Nine)Cottah or more by mutating their names in the record of the K.M.C., Word No.111, Premises No. 270, Boral Main Road and paying rent, rates & Taxes as applicable time.

AND WHEREAS By a **DEED OF DECLARATION** dated **02/08/1991**, said Pratima Chowdhury after taking physical dimension made pucca fencing surround the building in front of the local bona-fide people and the Owners of the adjacent land where areas of land physically found 09-Cottah 09-Chittack 21(Twenty-one)Sq. Ft. more or less and thereafter, by virtue of a "Deed of Gift"executed on 7thJuly-1993, registered at D.S.R. Alipore recorded in Book No.1,being No.1251 for the Year-1991 and on the strength of aforesaid Deed of Declaration, total land was established as 09Cottah 09Chittack 21(Twenty One)Sq.Ft. more or less on the strength of written Declaration before A.D.S.R., Alipore mentioned above, the said areas of land was established forever.

AND WHEREAS by an under a Deed of Gift dated 07th July-1993, registered at D.S.R. Alipore, recorded in Book No.1, Being No.9356 for the year-1993, Said Pratima Rani Chowdhury gifted, transferred with possession forever out love & affection towards her two sons named Biswajit Chowdhury and Abhijit Choudhury, born on her womb an areas of land **4(Four)Cottah12(Twelve) Chittack 33(Thirty-three)Sq. Ft**, where both of their material uncle Arun



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Krishna Talukdar and their mother Pratima Rani Choudhury therein called **DONORS**, released all the rights, title, interest and other usufructs of said landed properties in favor of the above named two persons called as **DONEES** on the strength of above stated **Two Deeds**.

AND WHEREAS while said two full blood brothers were enjoying said landed property by paying rent and taxes time to time without any disturbances by others, due to their urgent need of Cash for some reasonable purposes sold, transferred with possession-all usufructs, including rights, title & possession thereof **ALL THAT** Land area **4Cottah 02Chittack 03Sq.Ft.** or a little more or less **TOGETHER-WITH 150Sq.Ft.,R.T. Shed Structure** with easement of right **18'-7"** Common using Passage from the said landed property up to Boral Main Road, sold with site Plan of the said land demarketing in **RED BORDER LINE** duly enclosed with said **DEED OF SALE** in favour of sold the same to the Owners namely :- (1) SRI KALA CHAN DEY @ KALACHAND DEY,(2)MONI RANI DEY and (3) SANKAR NRAYAN DEY by way of " Bengoli-Saff-Kobala Deed" which was registered at the office of the Addl, District Sub-Registrar" Alipore, South-24Parganas and recorded in Book No.1, Vol. No.26, Pages 295 to 307, being No.878 for the Year-1996.

AND WHEREAS after lawful purchase, said **VENDORS** have lawfully seized and possessed of said land and duly mutated their names jointly in the Govt. Sherasta for the said entire land measuring more or less **4Cottah 02Chittack 03Sq.Ft.** more or less **TOGETHER-WITH 150Sq.Ft, R.T.Shed structure** with easement of right **18'-7"** Common using Passage and had been enjoying the said property paying rents, rates and taxes as applicable time to time without any lawful interruption, disturbances, hindrance whatsoever in the matter of their **rightful Ownership** of said **BASTU LAND**, lying & situates at at Mouza-Kamdahari J.L. No.49, Touzi No.14, under Khatian-469, & 15, R. S. Dag No. 685 & 687, within limit of **the Kolkata Municipal Corporation, WardNo111**, comprising of **PREMISES NO.270 BORAL MAIN ROAD, P.O. Garia, Kolkata - 700084**, more fully mentioned hereunder **SCHEDULE**.



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AND WHEREAS therein called **PURCHASERS**, herein **VENDORS** as joint absolute Owners, (1) SRI KALA CHAN DEY @ KALACHAND DEY, MONI RANI DEY and (3) SANKAR NRAYAN DEY had been enjoying the said land mentioned in the foregoing Para and declared that they are the joint owners, Possessor of the aforesaid land with Structure thereon which is free from all encumbrances, liens, lying at **Mouza-Kamdahari**, J.L. No.49, P.S. Formerly Regent-Park, now Bansdrani, District South-24Parganas Touzi No.14, R.S.No.200, R.S. Dag No.685, under Khatian No.469, **Land areas 03Cottah 01Chittack 10Sq.Ft.**more or less and R.S. Dag No.687(P) Khatian No.15, **LAND AREAS 1Cottah 0Chittack 38Sq.Ft.**, more or less i.e. entire land measuring more or less **4Cottah 02Chittack 03Sq.Ft.**more or less comprising **PREMISES NO.270 BORAL MAIN ROAD, K.M.C. Word No.111.** Borough-XI and while the Purchasers, herein called the VENDORS had been enjoying the said Property lawfully, sold, conveyed the said plot of land unto or in favor of then **ASHIS KUMAR DEY** now deceased **A N D BIJOY GHOSH**, detail mentioned in the **earlier-Para**, duly registered at the Office of the **A.D.S.R. Alipore**, recorded in **Book No.1, Volume No.13, Pages from 368 to 395, being No.02753 for the Year 2010.**

AND WHEREAS by and under Two separate registered **DEED OF SALE**, one of **DEED OF SALE**, registered at the Office of A.D.S.R. Alipore dated 09th April-2010, duly recorded in Book No.1, CD Volume No.13, Pages from 343 to 367, **being No.02752 for the Year-2010**, sold by:-(1) SRI KALA CHAN DEY @ KALACHAND DEY, (2) MONI RANI DEY and (3) SANKAR NRAYAN DEY, mentioned above to or in Favor of :- (1) ASHIS KUMAR DEY, now deceased AND (2) BIJOY GHOSH, details mentioned above **AND** by virtue of another **DEED OF SALE**, registered at the Office of A.D.S.R. Alipore dated 09th April-2010, duly recorded in Book No.1, CD Volume No.13, Pages from 368 to 395, **being No.02753 for theYear-2010** sold by (1) SRI KALA CHAN DEY @ KALACHAND DEY, MONI RANI DEY and (3) SANKAR NRAYAN DEY, mentioned above to or in Favor of :- (1) ASHIS KUMAR DEY, now deceased AND (2) BIJOY GHOSH, details mentioned above and the aforesaid two plots of



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land sold, conveyed at or for the separate two consideration amount of each of said different two Deed of Sale mentioned in the Memo of Consideration. Thus, **(1) ASHIS KUMAR DEY** since deceased **AND(2)BIJOY GHOSH** jointly became the lawful absolute owner of the said landed property and had been enjoying said Bastu land measuring **06Cottah 02Chittack 03Sq.Ft.** or a little more or less, by mutating their names before the Kolkata Municipal Corporation.

AND WHEREAS thereafter unfortunately, said **ASHIS KUMAR DEY** (Son of Dakshina Ranjan Dey) Sex-Male, died intestate dated 25/12/2014 at the place of death FORTIS HOSPITALS LIMITED, KOLKATA-25 and after demise, **LATE ASHIS KUMAR DEY** left behind him his Wife named **Smt. Moumita Dey**, two sons namely:- **Arnab Dey** and **Arpan Dey**, all the three are herein called as legal heirs of said **LATE ASHIS KUMAR DEY**, lawfully seized & possessed of **50%(Fifty-Percent)share** of said **Landed Property TOGETHER-WITH 125Sq.Ft. R.T. Shed** now called as **LAND OWNERS** of the One Part got 50% share from sold by aforesaid **VENDORS**, when they resided at 130, Boral Main Road, P.O. Garia, Kolkata-700084 as well as another **PURCHASER** named **BIJOY GHOSH** detail mentioned above purchased remaining **50%(Fifty Percent) Share of Land TOGETHER-WITH 125Sq.Ft. R.T. Shed** being same share of Structure.

Be it mentioned here that **LATE ASHIS KUMAR DEY** since deceased, while alive, he **(Late Ashis Kumar Dey)** and **SRI BIJOY GHOSH** purchased the said **two Plots of Land jointly** mentioned above, by way of two different Sale-Deeds One registered on 9th-day of April-2010 from the **VENDORS** namely:- (1) Sri Kalachan Dey @ Kalachand Dey (2) Moni Rani Dey wife of Sri Kalachand Dey (3) Sri Sankar Narayan Dey, son of Sri Sri Kalachand Dey, by virtue of two separate Deeds, **One registered** at the office of **A.D.S.R Alipore**, recorded in **Book-1**, C. D. Volume No.13, Pages from 343 to 367, **Being No.02752** for the **year-2010** AND purchased aforesaid persons jointly, Land measuring **02(Two) Cottah** more or less **AND** by same **VENDORS**, sold **another Deed of Sale**, on the same date registered at the office of **A.D.S.R Alipore**, recorded in **Book-1**, CD, Volume No.13, Pages from 368 to 395, **Being No.02753** for the **year 2010**



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by said Deed purchaser purchased areas of Land **4(Four)Cottah 2(two) Chittack 3(three)Sq.Ft.** more or less, aggregating both physical measurement found **06Cottah 02 Chittack 03Sq. Ft.** more or less, but as per Physical measurement found that actual measurement is **409.961Sqmtr, OR 06K-02Ch-2.8 Sq. Ft.** having **50% undivided Share** at present got by legal heirs of Late **Ashis Kumar Dey** mentioned above and remaining **50% undivided share got by MR. BIJOY GHOSH, respectively at present.**

Thereafter, by an affidavit given by Moumita Dey dated 27.02.15, before the Court of the Judicial Magistrate 1st Class at Alipore South-24Parganas that the husband of said Moumita Dey, Late Ashis Kumar Dey died on 25.12.2014 at Fortis Hospital, Kolkata-700107, leaving behind him namely:-**Moumita Dey** as his wife, and **2(Two) Sons** namely **Arnab Dey** and **Arpan Dey**. Thus, above named legal heirs of Late Ashis Kumar Dey became the undivided 50%(Fifty-Percent)share of **Late Ashis Kumar Dey AND remaining 50%(Fifty-Percent) share got by MR. BIJOY GHOSH** for himself as both contributed amount of payment as **50:50 ratio each for two Separate Deeds.**

AND WHEREAS be it needful to mentioned here^athe **Deed No.2752** for the year-2010, registered at **A.D.S,R Alipore, South-24Parganas** then purchased by **Ashis Kumar Dey** since deceased **A N D Bijoy Ghosh** detail mention before then identified as **PREMISESNO.395, ATABAGAN** under the Kolkata Municipal Corporation ward No.111, Borough-XI, **ASSESSEE NO:-31-111-01-0395-9 AND** as per **Deed No-2753** for the year 2010, registered at **A.D.S.R Alipore, South-24Parganas** then purchased by **Ashis Kumar Dey AND Bijoy Ghosh** detail mention before then identified as **PREMISES NO.270 Boral Main Road,** within the limit of the Kolkata Municipal Corporation ward No.111, Borough-XI, **ASSESSEE NO:-31-111-050-270-2** and as the two plots of land adjacent to each other and both was purchased by same two purchasers and **One of the PURCHASERS** Late Ashis KumarDey died on **25.12.2014** at **Fortis Hospital, Kolkata-700107,** leaving behind him namely:-**Moumita Dey as his wife,** and **2(Two) Sons namely Arnab Dey and Arpan Dey** who lawfully seized and possessed **undivided 50%share of their husband and father**



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respectively **A N D** remaining undivided 50% share of property mentioned above had gone lawfully to **BIJOY GHOSH** mentioned before.

AND WHEREAS Thereafter, by way of proper persuasion to the Concerned Authority, said Late Ashis Kumar Dey & Sri Bijoy Ghosh, the Land-Owners submitted entire Sketch Plan of the said two landed property adjacent to each other along with the two purchased Deeds, the said concerned Authority was pleased and identified as **Premises No.270/1, Boral Main Road, Assessee No.31-111-05-1064-4** **AND** after **Purchasing the said Property** and after demise of **Ashis Kumar Dey** his wife **MOUMITA DEY** got her L.R. Dag No. 685 & 687, L.R. KH. No.878 **AND** **ARNAB DEY** got his L.R. Dag No. 685 & 687 KH. No.655, **AND** **ARPAN DEY** got his L.R. Dag No. 685 & 687 respectively Kh. No.696 as legal heirs of Late Ashis Kumar Dey. On the other hand, **BIJOY GHOSH** Son of Late Lalmohan Ghosh got his L.R. Dag No.685 & 687 and L.R. Khatian No.925.

AND WHEREAS after **demise of the Father** named 'Ashis Kumar' Dey' of **ARNAB DEY & ARPAN DEY**, executed **A GENERAL POWER OF ATTORNEY** jointly in favor of their Mother named **MOUMITA DEY**, wife of Late Ashis Kumar Dey where both the said sons uphold their inconvenient and difficult for them to look-after, manage all their affair, business including **CONSTRUCTION POWER** and all other rights, Powers, authority for the said share or land including acts as one of the **BUILDER/DEVELOPER** of said **LAND** including engage, constitute and appoint any Advocate, Pleader, to execute **BUILDING PLAN** and sign on in any necessary documents and papers in respect of said Landed Property and others whatsoever needful to complete the Building and to sell allocated portions to the intending **PURCHASERS** by virtue of **Deed of Conveyance**, Sale Deed etc on our behalf and yourself said **GENERAL POWER OF ATTORNEY** was registered at the Office of **A.D.S. R. ALIPORE** and recorded in Book No. IV, CD Volume No.1, Pages from 1972 to 1981, being No.00174 for the year-2015.

We, all the above named **LAND-OWNERS** lawfully care and looking after with legitimate guard of the said land and made boundary Declaration of the said



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Land through L.B.S.in respect of Premises No.270,Boral Main Road, Ward No.111, P.S. Regent Park, now Bansdroni, Borough-XI, Dag No.685,687,688, Khatian No.469, 765,15, **Mouja-Kamdahari**, Kolkata-700084 UNDER **THE KOLKATA MUNICIPAL CORPORATION** at present each of the **LAND-OWNERS** are **MOUMITA DEY** got her L.R. Dag No. 685 & 687, L.R. KH. No.878 AND **ARNAB DEY** got his L.R. Dag No. 685 & 687 KH. No.655, AND **ARPAN DEY** got his L.R. Dag No. 685 & 687 respectively, Kh. No.696 as legal heirs of Late Ashis Kumar Dey. On the other hand, **BIJOY GHOSH** Son of Late Lalmohan Ghosh got his L.R. Dag No.685 & 687 and L.R. Khatian No.925 and after the demise of **ASHIS KUMAR DEY**, it has been needful to **RECONSTRUCT THE DEED OF PARTNERSHIP :- M/s. PERFECT ENTERPRISE**, having former Address:- 77, **BORAL MAIN ROAD, P.O.GARIA, P.S. BANSDRONI, KOLKATA-700084** AND according to One **GENERAL POWER OF ATTORNEY** given by legitimate son of Late Ashis Kumar Dey, namely **ARNAB DEY & ARPAN DEY** empowered their Mother **MOUMITA DEY** to do all inter-alias acts, deeds and things as self and on behalf of said two Sons, being all the legal heirs of Late Ashis Kumar Dey, all the aforesaid Land-Owners **Jointly got 50% Share of the total Land 06Cottah 02Chittack 2.8 Sq.Ft.** more or less.

AND WHEREAS On the other hand, **BIJOY GHOSH** Son of Late Lalmohan Ghosh got his L.R. Dag No.685 & 687 and L.R. Khatian No.925, having 50 (Fifty)% Share of the total Land 06Cottah 02 Chittack 2.8Sq. Ft. more or less, as Landowner & Developer having equal right of both Part of **Land Owners** clearly mentioned as :- 1-(i) **SMT. MOUMITA DEY** as wife of Late Ashis Kumar Dey (ii) **ARNAB DEY** & (iii) **ARPAN DEY**, being 2 & 3 are the major aged two Sons, all 1,2 & 3 jointly got 25% share Allocated Portion as **Land Owners Allocation** AND (2) **MR. BIJOY GHOSH** Son of Late Lalmohan Ghosh shall get 25% share as **Land Owner's Allocation** as self which is inter-alias agreed between the **LAND OWNERS** Left by Late Ashis Kumar Dey that share of Profit shall be equal between 1-(i) **SMT. MOUMITADEY** as wife of Late AshisKumarDey (ii) **ARNAB DEY** & (iii) **ARPAN DEY** as **ONE PART** get 25% as Land Owners and balance 25% shall be got as **DEVELOPER'S Allocation** AND in same way (2) **MR.BIJOY GHOSH** Son of



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Late Lalmohan Ghosh shall get 25% share as LAND-OWNER ALLOCATION AND remaining 25% shall be got out of the DEVELOPER'S ALLOCATED PORTION.

AND WHEREAS DEED OF PARTNERSHIP was reconstructed after the Demise of Ashis Kumar Dey mention before, which was made on 13th day of February for the Year-2015 and in terms of the Partnership Deed dated: 05.02.2009 the legal heirs said three Sons of Late Ashis Kumar Dey admitted that SMT. MOUMITA DEY as wife of Late Ashis Kumar Dey Shall be FIRST PARTNER AND MR. BIJOY GHOSH Son of Late Lalmohan Ghosh Shall act as the SECOND PARTNER, First Partner & Second Partner both entirely get share of land along with profit as per 50: 50 ratio each out of allocated areas.

1) That, We, the above named LAND OWNERS are the Lawful Owners with every rights, title, interest and possession of the ALL THAT piece of parcel of Bastu land as per physical measurement survey found by L.B.S is 409. 961 Sq. mtr. OR 06K-02Ch-2.8Sq.ft more or less TOGETHER-WITH 250Sq.Ft. Asbestos Shed now demolished, owing to construction of a New Multi-Storied Building, lying at Mouja- Kamdahari, J.L.No.49, Touji No.14, Dag No. 685, 687, 688, Khatian No.469, 765, 15, P.S. Bansdroi, Kolkata - 700084 within the Limit of the Kolkata Municipal Corporation, Ward No.111, Borough-XI AND the instant land by nature BASTU Known and identified as PREMISES NO.270/1, BORAL MAIN ROAD, WARD NO.111, BOROUGH-XI UNDER THE KOLKATA MUNICIPAL CORPORATION.

(2) That, We, all the LAND-OWNERS have already appointed L.B.S named Suparna Ganguly. B. S NO: 1092 Class-I who through his enabled surveyors, has surveyed the aforesaid PREMISES NO.270/1, BORAL MAIN ROAD, WARD NO. 111, BOROUGH-XI, UNDER THE KOLKATA MUNICIPAL CORPORATION, BEING ASSESSEE NO.311110510644 and One BOUNDARY DECLARATION shall be rendered before the appropriate Authority of the Kolkata Municipal Corporation as we, the Land Owners have finally decided to construct a multistoried Building and we are in need of Building Plan for starting Construction of the Building and any others works needful to do before



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starting the said construction on the **Premises 270/1, Boral Main Road** and its Assesse No.311110510644 in our names and we have already got Mutation of the land with Asbestosh-shed structure 250Sq.Ft. now demolished & thereafter deemed as **VACANT BASTU-LAND** under case No:-0/111/03 December-16/20090 vide application date was 03/12/2016 and much credit will go to your gracious end for legitimate action to allow us to make Building Plan after submission of this Boundary Declaration.

3) That, there is no civil or criminal suit running or pending over the said land and the Land is free from all encumbrances, having a good, fair and unencumbered marketable right and title of us, the Land owners herein and there is no disputes with our neighboring plot - holders in regards to boundary of this Plot of land mentioned here-under SCHEDULE.

4) That, the Property of this **BASTU** land is fully and clearly mentioned in the SCHEDULE hereunder, belongs to aforesaid all the aforesaid **LAND OWNERS** under SAID-PREMISES:-**NO.270/1,BORAL MAIN ROAD, ASSESSEE NO. 31111-0510644,Borough No.X1, P.S. now Bansdroni, District: South-24Parganas A N D The aforesaid land is butted and Bounded By:-ON THE NORTH SIDE :12 Anandashree 2nd Lane., ON THE SOUTH SIDE : 96 Boral Main Road. ON THE EAST SIDE: 13 Anandashree 2nd Lane. ON THE WEST SIDE :11 Anandashree 2nd Lane.**

AND WHEREAS the Land Owners herein the **FIRST PART**, have intended, decided, settled to develop entire landed property mentioned in **SCHEDULE-A**, hereunder written in the form of **Construction Of New Multi-Storied Building** on the said land in accordance with the Sanctioned Plan, obtained from the competent Authority of **THE KOLKATA MUNICIPAL CORPORATION** vide **BUILDING PLAN NO:-.....Under Process..... dated:..not..mentioned..**

AND WHEREAS after demise of Ashis Kumar Dey mentioned above left behind him, the legal heirs two Sons and his wife as **LAND OWNERS** Party of the **FIRST PART**, said two sons empowered their **MOTHER-MRS. MOUMITA DEY** detail mentioned above to act as **PARTNER NO.1 AND** another **LAND-**



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OWNER: BIJOY GHOSH detail mentioned above to act as **PARTNER NO.2** both of them contribute equal share of payment for the Construction of new Building on the **SCHEDULE LAND** mentioned in **SCHEDULE-A** at the cost and consideration of both Partners of **M/S. PERFECT ENTERPRISE** having its Office at 77, Boral Main Road, P.O. Garia, P.S. now Bansdroni, Kolkata-700084.

AND WHEREAS after satisfactory oral discussion between the **FIRST PART** AND the **SECOND PART**, both here-in-after called the **DEVELOPERS** in the matter of construction of a new building at the cost and convenience of the both **DEVELOPER** and due to avoid any future misunderstanding, disputes and differences, both the Developers amicably agreed that all the cost of construction like purchasing all types of Building Materials and others accessories things or item needful to complete the Building up to habitable condition to be borne by the two Partners for **M/S. PERFECT ENTERPRISE** and said total cost of said construction borne by namely:-**MRS. MOUMITA DEY** AND **MR. BIJOY GHOSH**, both here-in- called **DEVELOPERS**, being up to completion of the Building including COMPLETION OF BUILDING shall be reimbursed out of Sale Proceed by the **Each Partner get 25 : 25 ratio each.**

AND WHEREAS both Parties hereto as **LAND-OWNERS** AND **DEVELOPERS** entered into this **AGREEMENT FOR DEVELOPMENT** with the **DEVELOPER FIRM** herein named as **M/S. PERFECT ENTERPRISE**, having its office at 77, Boral Main Road, P.O. Garia, P.S. Regent Park, Kolkata-700084, being represented by **MRS. MOUMITADEY** AND **MR. BIJOY GHOSH**, FOR:-**M/S. PERFECTENTERPRISE** both here-in-after called **DEVELOPERS**, amicably **agreed** under certain terms and conditions which both the **LAND OWNERS** and the **DEVELOPER** have jointly agreed in the manner 1-(i) **SMT. MOUMITA DEY** as wife of Late Ashis Kumar Dey (ii) **ARNAB DEY** & (iii) **ARPAN DEY**. Both sons of Late Ashis Kumar Dey as **ONE PART** will get 25% as Land Owners allocation and balance 25% shall be got by as **DEVELOPER NO.1 SMT.MOUMITA DEY** and in the same way:- (2) **MR. BIJOY GHOSH** Son of Late Lalmohan Ghosh shall get 25%share as land owner **AND MR. BIJOY**



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GHOSH also get 25% For **DEVELOPER NO.2**, but cost of construction up to completion shall be given as and when necessity from both Parties or be deducted from their sale-Proceed as the case may be.

NOW THIS DEVELOPMENT AGREEMENT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1.1(i) **MRS. MOUMITA DEY** Wife of Late Ashis Kumar Dey, (ii) **MR. ARNAB DEY** (iii) **MR. ARPAN DEY** both (i) & (ii) are the son of Late Ashis Kumar Dey, all jointly residing at 130, Boral Main Road, P.O. Garia, P.S. Regent-Park, now Bansdroni, Kolkata-700084, West Bengal AND (2) SRI BIJOY GHOSH, Son of Late Lalmohan Ghosh, **residing at C/9, Rajnarayan Park, P.O. Boral, Boral Main Road, P.S. Sonarpur, now Narendrapur, South-24Parganas, Kolkata-700154**, the above (i) to (iii) are by faith-Hindu, by Nationality-Indian, by Occupation- Business all the above here-in-after jointly called or referred to as the **LAND OWNERS/ PRINCIPALS** (which expression shall unless excluded by or repugnant to subject or context, be deemed to mean & include each their legal heirs, successors, executors, survivors, claimants, legal-representatives and/or assigns) **here-in-after called or referred to as the Parties of the ONE PART/ FIRST PART**

After demise of any of the Land Owners and the Proprietor of Developers' Firm both Parties legal heirs, successors, executors and legal representatives and its Office representatives shall be included.

1.2 **PREMISES /HOLDING:** shall mean **ALL THAT** areas of total land **total Land 06Cottah 02Chittack 03Sq.Ft. more or less TOGETHER-WITH 250 Sq.Ft Asbestos Shed** structure (Now demolished for new Construction) jointly owned by above noted **PRESENT LAND OWNERS**, mentioned in **Clause-1.1**, lying and situates at Mouja - Kamdahari, J.L.49, Touji, No.14, Dag No., old KhatianNo.765, 469 & 15, Hall Khatian-655, 696, 878, 925 respectively, P.S. now **Bansdroni, District: South-24Parganas**, formerly identified as **Premises No.461, Boral Main Road, K.M.C. ward No.111, Assessee No.31-111-05-**



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0461-9, within the limit of the **Kolkata Municipal Corporation, Ward No. 111, Borough-XI., now Known as 270/1, Boral Main Road.**

1.3 BUILDING: Shall mean the Building be constructed on aforesaid entire land or Premises mentioned in **Clause 1.2**, already demolished old House in accordance with the Plan sanctioned by the appropriate authority of the Kolkata Municipal Corporation or any other Authority or Authorities be applicable time to time.

1.4. COMMON FACILITIES AND AMENITIES: shall include corridors, Hallways, stair-ways, passages, ways, lavatories, pump-room, water Connection, Common Electric Connection, water-reservoir, overhead tank, water pump and motor & other common facilities like structural & other rights that owner/lawful Occupier deserve as per K.M.C. Building Rules (its amendment time to time also) and the undivided Proportionate right or interest of said Vacant Portion of land shall be transferred at the time of delivery of possession and by any other means adopted for effecting what is understood as a transfer of constructed space with undivided proportionate interest of aforesaid land or premises proportionate to the areas of the Flat and the right to use in common space in the said building premises or said Premises.

1.5 SALEABLE SPACE: shall mean the space in the Building available for independent use & occupation after making due provision for common passages, facilities and the space required for common use for all lawful Owners/occupiers as per the K.M.C. Building rules .

1.6 ARCHITECT / CIVIL ENGINEER : shall mean the person or persons having the vast experience and qualification to undertake **BUILDING CONSTRUCTION**, be appointed by the **Developer** for designing and planning and supervision of said Building who will take decision for all matters for best construction after discussion with the Developer/Developers and the **LAND-OWNERS** shall not interfere in this purpose of any manner for the best Construction.



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1.7. BUILDING PLAN: shall mean THE PLAN be sanctioned by the **Concerned Authority of the Kolkata Municipal Corporation OR** any other authorities be required for construction of ENTIRE BUILDING with such alterations or modifications as the case may be, made by the DEVELOPERS time to time for the betterment of all for which the Developers have the right to get its sanction BUILDING PLAN and also REVISED PLAN, sanctioned by the concerned **Authority of THE KOLKATA MUNICIPAL CORPORATION** and in case of any deviation, alteration and modification, the supplementary Building Plan to be made and approved from the concern authority of the K.M.C and Revised Plan may be sanctioned, if required. Be it mentioned here that before submission of BUILDING PLAN to the concerned Authority for sanction, the Developers shall physically show the SAID PLAN to the LAND OWNER to have approval from the Owners in regards to satisfaction regarding said instant Plan in oral or written.

1.8. TRANSFER: with its grammatical variation shall mean transfer by mean of Conveyance/Sale & shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer in any new constructed areas in the form of Flat /Car Parking / Shops whatsoever Together-with undivided interest of land, proportionate to the area of the Residential Flat/Commercial Spaces and the right to use in common space of said premises to the lawful Purchaser/s.

1.9 TRANSFEREE: shall mean the Person/s, Firm, Limited Company, Association or persons to whom any space, Flat, Car-Parking, Commercial or any other Space of said Building TOGETHER-WITH undivided proportionate share or interest of the land would be transferred by all those LAWFUL OWNERS and DEVELOPERS according Land Owners and the Developers allocation as the case may be ALONG-WITH areas of Flats/units/Commercial areas, all those PURCHASERS shall enjoy Common-areas, Common facilities, undivided proportionate share or interest of land, common right to use of roof, having undivided right of Meter room, Pump-Room, Electrical Room, Care-Taker Room and such other constructed areas deemed to be common as per



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Apartment Act.to all , subject to the any amendment but without any urgency none can enter to those places.

2.0 TRANSFEROR :shall mean the Land Owners as Principal, here-in-after called the Owners and the Developer as Confirming Party and particularly the OWNERS NO.1 & 2 have appointed their MOTHER as their ATTORNEY OR on behalf of them who will perform all acts, Deeds and things in the name of the said OWNERS including the good right and absolute authority to sign, execute, present and get registered all kinds of Deeds/Documents on behalf of the OWNERS to the extent of DEVELOPER'S ALLOCATION OR SHARE only and also deeds required for Sanction of the Building Plan and others urgent-purposes and the DEVELOPERS may do such other act or acts for the benefit of the LAND OWNERS and DEVELOPER both parties truly mentioned before..

2.1. WORDS: importing masculine gender shall include feminine gender and neuter gender, like-Wise importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

2.2. BUILDING : Shall mean proposed G+IV / G+III STORIED BUILDING or BUILDINGS as APPROVED BY THE CONCERNED AUTHORITY OF THE KOLKATA MUNICIPAL CORPORATION and same shall be constructed at the aforesaid Premises or said land of then LAND OWNERS herein, mentioned hereunder SCHEDULE-A, according to SANCTIONED BUILDING PLAN, be obtained from the Concerned Authority of the K.M.C.

2.3. CARPET AREAS : Carpet areas shall mean the entire inside areas of a FLAT/SHOP/UNIT i.e. Floor areas +(Plus) hidden areas of Floor under the Partition Wall and others if any and for those purposes, said Carpet-areas shall finally be measured or calculated by the CIVIL-ENGINEER. In this purposes, the expert Civil Engineer appointed by the Developer shall take final measurement and it is obligatory from the part of Civil Engineer/Architect to issue Sketch Plan of each constructed areas like UNIT/FLAT/SHOP&OTHERS areas WHAT-SO-EVER noting down stepwise actual Carpet areas, Built up areas



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and super-Built up areas mathematically that be granted by all or may be compared by any other person/ persons may be compared ethically.

2.4. BUILT UP AREA:- means the Covered area of the any **FLAT** or any other unit like **SHOP, CAR-PARKING & OTHERS** whatsoever & said Covered Constructed portion of the floor inside shall be deemed carpet areas plus thickness of internal wall and also be added therewith the proportionate share of lobby, stair, stair case, Lift if provided and others whatsoever as per rules that the Engineer deems fit and outside wall, stair case, proportionate share if top roof to be determined to get the Super-Built up areas hereunder noted.

2.5. SUPER BUILT UP AREA:- means Built up areas as mentioned above(+) plus undivided proportionate share or interest and right to use of Vacant land as Commonly, safety Tank, Drainage, Sewerage and others facilities whatsoever deemed as common in the said Building/Premises and for providing those facilities the Developer may add any percentage as it deems fit and proper, as per its choice with the built up areas for better use and enjoyment of the said Building but prevailing rules of the Real Estate Regulation Act or any other acts, rule and order passed or be passed by Concerned Authority or respective Court or forum and being imposed to follow to take priority in addition to terms or condition written herein.

2.6. Facilities, subject to stipulation of said building as per Apartment Act.1972 and its time to time amendment thereof or now in force.

a) It is hereby understood between the Land-Owners and the Developer :- It is clearly Stated that the Flats and others Units/saleable areas shall be constructed on the landed Property of the present mentioned before where new multistoried Building will be constructed as per approved **BUILDING PLAN** on aforesaid or below Schedule Land of the Land-Owners and the **DEVELOPERS** shall handed over the FLAT/CAR-PARKING/SHOP as per Building Plan to the intending Purchasers in Complete Condition within **36(Thirty-Six)Month** from the date of execution of **DEVELOPMENT AGREEMENT** and **SANCTION OF THE BUILDING PLAN** subject to additional time of **6(Six)months** shall be granted by



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the both parties and the ALLOCATION-RATIO of the LAND OWNERS and the DEVELOPERS shall be **50 : 50(Fifty-fifty)Ratio AND OUT OF FOUR LAND-OWNERS, TWO LAND OWNERS shall act as Land Owners & Developers both side, remaining two Land-Owners are property possessor & others.**

(b) In Contribution of the land without any Contribution of any Cash and kind the LAND OWNERS No.1-(i) SMT. MOUMITA DEY as wife of Late Ashis Kumar Dey (ii) ARNAB DEY & (iii) ARPAN DEY, being 2 & 3 are the major aged two Sons, all 1,2 & 3 jointly got 25% share Allocated Portion and balance 25% shall be got as DEVELOPER'S Allocation AND same way (2) MR.BIJOY GHOSH Son of Late Lalmohan Ghosh shall get 25%share as LAND-OWNER ALLOCATION AND he will get remaining 25% which be received out of the DEVELOPER'S ALLOCATED PORTIONAND any of the LAND OWNER/OWNERS desire to get FLAT/CONSTRUCTED AREAS shall be got without any cost but be deducted from ratio of profit according to valuation of said Flat/Car-Parking Etc.. The Developers shall achieve its profit out SALE-PROCEED 25 : 25 Share equally. After registration of this Agreement as and when Developers get said land ready for construction of proposed of new Building as per Sanction Building Plan by the K.M.C, and the Developer after completion OR after getting Completion Plan will provide LAND OWNER'S ALLOCATION or as per discretion of them OR may sell all constructed areas.

(2.7) THE LAND OWNERS' ALLOCATION: On or after Completion of building project in all respects the Land Owner as settled herein shall be provided as follows :-

The LAND-OWNERS/PRINCIPALS here-in-after called OWNERS, the FIRST PART herein shall get:- (i) 50% (Fifty Per-cent) BUILT UP AREA out of total constructed areas subject to saleable/utilizable areas TOGETHER-WITH undivided proportionate share or interest of aforesaid land described in SCHEDULE-A TOGETHER-WITH Common Facilities and Common amenities subject to general restrictions same as be provided to all others FLAT OWNERS and as per settlement already made by and between the LAND OWNERS and the



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DEVELOPER FIRM AND the remaining 50% shall be provided to the DEVELOPER, hereunder described below:-

ii) That, the Land Owners' Allocation shall be provided in the form of Flats/ units/Shop/Car-Parking areas OR others as applicable after completion of the Building in the form of constructed areas or in the form of Flats/ units/ Shop/Car-Parking areas delivered over in the following manner: -

iii) The Land Owners named above the FIRST PART herein shall get 50%(Fifty Percent)Constructed Portions or F.A.R. or Built up are as in proportion to the numbers and sizes of the said Flats/units/Shop which will be provided Together-with undivided proportionate share of land common areas, common facilities and get also Ground Floor constructed areas in manner :-In case of SHOP/COMMERCIAL AREAS:-the Land Owners (i) (ii) & (iii) shall Jointly get One shop Room, including extra 100(One hundred)Sq. ft. and same shall be got by LAND-OWNER No.2, named MR. BIJOY GHOSH.

iv) That, said 50% (Fifty Percent) Constructed areas shall be provided to the Land-Owners lawfully in the manner of Flats/Units/Car-Parking, out of which the LAND-OWNERS, herein the FIRSTPART will get the same as per sanctioned Building Plan approved by the Kolkata Municipal Corporation and aforesaid constructed areas shall be delivered to the DEVELOPERS by the Masons to the DEVELOPERS after completion to the said Building up to habitable condition in all respects as Land Owners allocated Portions after obtaining the Completion Plan and /or Completion Certificate from the K.M.C. The Land Owners may accept their allocated portions at a lot or part by part. After amicable settlement between the First Part and the Second Part.

(V) THE DISTRIBUTION OR SALE OF FLAT/CAR-PARKING/SHOP BE DISPERSED BETWEEN ALL LAND OWNERS' AND DEVELOPERS' THAT SHALL BE MADE BY JOINT UNDERSTANDING OTHERWISE BE ENTIRELYSOLD BY BOTH PART OF THE LAND OWNERS AND DEVELOPERS RESPECTIVELY TO THE INTENDING PURCHASERS THEN it shall be established that All aforesaid Flats may be in different size as per choice of the Developer/Purchasers, if the Land Owners/Developer jointly



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decide to sell all Flats/Car-Parking &Shop as per their Joint-Decision then all constructed areas shall deemed as Salable areas herein.

(VI) Be it mentioned here that the DEVELOPER and LAND OWNERS shall have every right to change, ear-mark and identify the respective **ALLOCATION OF THE LAND OWNERS** henceforth and also the Developer separately and for this reason, the both the land Owners and the Developer jointly may execute a **SUPPLEMENTARY DEED** due to finalization of particulars Flats/Unit/Shop and Car-Parking spaces of either party, duly signed by both Party and that Supplementary Deed be executed here-in-after shall be granted to all Banks, financial institutions and any other authorities as it is already agreed by these presents, not only that the construction areas of Allocated portions of the both parties shall have the same **50 : 50(FIFTY-FIFTY)RATIO** and also neither party shall be deprived of getting of his/her/it/their actual or respective share of allocated portions. **Also it is invariably written here that** all the said **LAND OWNERS AND DEVELOPERS' ALLOCATION** shall be provided **TOGETHER-WITH** undivided proportionate share or interest of below **SCHEDULE-A** land & **TOGETHER-WITH** common areas, Common Facilities and Common amenities, subject to general restrictions to be abided by the all Flat/unit/Commercial-units Owners and the aforesaid Flats/Units shall be handed over in habitable vacant condition **TO HAVE AND TO HOLD** same with all rights, title interest and possession thereof to enjoy the same hereditably with every right to transfer of the same by way of any kinds of acts, Deed and things under the **TRANSFER OF PROPERTY ACT** now in force or time to time applicable or the Deeds like Deed of Sale/Conveyance, lease, Gift, Rent, bequeath by **WILL** and others whatsoever and on the contrary the land Owners/Developers' Firm jointly shall have right to sell or dispose of their all FLATS/CAR-PARKINGS/SHOPS out if ALLOCATION OF THE LAND-OWNERS/DEVELOPERS BOTH according to their allocation as recited above independently and jointly without help of others.

(2.8) BE IT NOTED HERE THAT THE LAND OWNER AND THE DEVELOPER have every right to adjust or alter the aforesaid allocated portion by way of mutual understanding and the same shall be reflected in the **SUPPLEMENTARY AGREEMENT** be signed by both party which is to be treated as part and parcel of



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this DEVELOPMENT AGREEMENT and the same shall be considered as legal document to all whom it may concern as it is made without changing the percentage of each party's allocation. It is worthy to mention here that in the sanctioned Building Plan if found that there are some number of Car-Parking space under the Shed on the ground Floor the same shall be divided into 50:50 ratio between Land Owners and the Developer, herein.

(2.9) DEVELOPER'S ALLOCATION: save and except Land Owners' Allocation as recited above, all the rest of or remaining constructed areas and /or saleable areas shall be provided to the Developer or lawfully achieved by the Developers Firm on the strength of this DEVELOPMENT-AGREEMENT TOGETHER-WITH undivided proportionate share of land including all rights, facilities and others whatsoever recited above, in brief the Developer shall get the same manner as if the Land Owners have got, here-in-after treated as DEVELOPERS' ALLOCATION and the SAID FIRM shall have lawful right to make Agreement for sale, Deed of Sale or Conveyance and dispose of said allocated portion lawfully on the strength of DEVELOPMENT POWEROFATTORNEY and by virtue of DEVELOPMENT AGREEMENT AND THE DEVELOPERS have every rights to execute all other acts, deeds and things time to time necessary as per acts and rules of the Transfer of property Act. AND the DEVELOPER, the SECOND PART / OTHER PART herein, shall get its allocated portions in the following manner:-

i) The Developers shall get 50%(Fifty Percent) allocated Portions and those allocated Portions shall be in Built up areas more fully described hereunder SCHEDULE-C in the following manner:-

ii) Developer Firm, consisting of two partners herein, shall get the 50%(Fifty Percent)F.A.R. OR Built up area in the form of Residential Flat/Unit/Commercial areas/Car-Parking area, all shall be calculated in as per SANCTIONED PLAN duly approved by the concerned Authority of the KOLKATA MUNICIPAL CORPORATION and 50% saleable areas shall be delivered to two joint DEVELOPERS and rest of the 50% also be handed over by them for lawful sale of those rest of the Flat/Unit/Commercial areas/Car-



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Parking areas to sell by the DEVELOPERS and the same shall be delivered to the Developers to make sale-Proceed and Land Owners sold Allocated portions, those will be sold out and received consideration shall be paid to Land Owners accordingly **50 : 50 ratio** of those consideration i. e. **Legal heirs** of Late Ashis Kumar Dey **shall get 50% of the Consideration amount & rest 50% shall be got by BIJOY GHOSH as 2nd Partner/Developer.** .

iii) The Developer has every right to adjust, alter any of the constructed areas like Flat/unit/Commercial areas/Car-Parking Space of the Developer with any alternative areas of the Land Owners mutually but that shall be reflected in the Supplementary Agreement, made here-in-after which shall be granted as related and lawful document which will also be accepted to all.

iv) **The areas of Car-Parking Space on the Ground Floor** which shall be mutually and amicably distributed between the **Land Owners and the Developer 50:50 ratio** as per Sanctioned Building-Plan which shall be obtained from the Kolkata Municipal Corporation and same shall be delivered to each Party in complete and habitable condition.

Be it mentioned here that the Developer and the Land-owners here-in-after may mutually settle between themselves in regards to each Party's particular allocated Car-Parking Spaces in the Ground Floor by way of amicable written settlement to be signed by the both Party.

The aforesaid LAND-OWNERS & DEVELOPERS' ALLOCATION both shall be given **TOGETHER-WITH** Common areas, Common Facilities, Common Passages and all other facilities like Common roof right, Common Space whatsoever **AND DEVELOPERS** have every right to sell both the **LAND-OWNERS&DEVELOPER'S ALLOCATION TOGETHER-WITH** undivided proportionate share of land underneath the said Building to be erected as per sanctioned plan here-in-after called as **LAND-OWNERS & DEVELOPERS' ALLOCATION. Briefly to say that save and except Land Owner's Allocation, all the rest or remaining allocations shall be treated as DEVELOPERS ALLOCATION.**



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3.0. DEVELOPMENT POWER OF ATTORNEY: the LAND-OWNERS must execute & register one DEVELOPMENT POWER OF ATTORNEY in favor of the DEVELOPERS' PERSONAL NAME as well as in the name of the DEVELOPERS' FIRM named as PERFECT ENTERPRISE in respect of the aforesaid LAND or PREMISES more fully described in the SCHEDULE-A for rendering Power, authority and lawful right to perform all activities for the construction of said multi-storied Building and for all others needful purposes including empowering them with every right and authority including right and authority to sell, transfer and dispose of Developers' Allocated Portions even Land-Owners Allocation as the LAND-OWNER AND THE DEVELOPER BOTH ARE MAY BE CALLED AS LAND-OWNER, may sell or dispose of each of their allocated portions by way of any kinds of deed/deeds as per TRANSFER OF THE PROPERTY ACT, done or executed lawfully, including DEED OF AGREEMENT, Conveyance, exchange for amalgamation, having the right to organize the necessary works for REGISTRATION OF THOSE DEED/DEEDS, appearing before any authenticated REGISTRATION OFFICES LIKE D.R. SOUTH-24PARGANAS AND/OR A.D.S.R, ALIPORE SOUTH-24PARGANS,KOLKATA-700027&R.A./A.R.A CALCUTTA and also sign and execute all kinds of deeds and present the same to the registration Authority, receive the earnest money, advance money, Part and full consideration from the intending Purchaser/Purchasers in respect of the Flat/Unit/Car-Parking Space and Commercial areas, settled to sell or dispose of by the Developer and complete the sale proceed by signing on Deed Return Receipt or I.G.R on the strength of said Power of Attorney, executed by the Land Owners/Principals and this Power of Attorney shall be valid, un-cancelled until and unless all constructed areas under Developers Allocations are lawfully sold by virtue of registered Deed or Deeds.

3.1. OWNERS' APPLICATION : the Owners and in absence of them, their legal heirs must be bound to take party by themselves or through their Power of Attorney in respect of execution of Deed of Conveyance and other deeds in favor of the intending Buyer or Buyers of the Developer in respect of the Developers' Allocation as the case may be or urgent matter, shall appear before the Registering Authority as and when needful for registration of any deed or document and admit execution thereof, during the period of construction up to



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the dispose of the all allocated portion of the Developer and shall be bound to do all needful acts, deeds and things for the proper registration of each deed or deeds without any objection, hindrance and never shall go against the Developers' Firm and also shall not do any act, deeds and things by which the Developer may suffer in future.

3.2. POSSESSION: the Land Owners' Allocation and possession will be handed over to the Land Owners before execution and registration of any Deed of Conveyance/s in favor of the Intending Purchaser/Purchasers by the Developers if needful and the Developer shall be bound to execute possession letters in FAVOR of the LAND OWNERS for their all allocated portions prior to lawful transfer of Developer's allocation but Land Owner & Developer may sell all of their allocated portion as the **LAND OWNERS & DEVELOPERS both are the same IDENTICAL PERSONS.** It is further declared by the LAND-OWNERS that the DEVELOPER MAY MAKE ALL AGREEMENT/S WITH THE THIRD PARTY FOR THE SALE OF DEVELOPERS' & LAND-OWNERS ALLOCATED PORTIONS and also may give registration of some of the FLATS / UNITS under DEVELOPER ALLOCATION due to urgent need of money & the LAND OWNERS are also agreed to handover all Original Title Deed or Deeds and all other related Chain Deeds, Mutation-Certificate, Tax-receipt & others whatsoever under their custody at the time of execution of this DEVELOPMENT AGREEMENT to the DEVELOPER in proof of LAND OWNERS right, title and authority in respect of said landed Property, more fully described hereunder SCHEDULE-A & the Land Owner shall be bound to show and submit all original deeds and documents related to the said landed Property to the DEVELOPERS for the verification of LAND-OWNER'S marketable right, title & authority by the intending Purchasers or anyone having the right to see the original as and when necessary and those deeds and documents to be under the custody of DEVELOPERS and after **COMPLETION OF THE BUILDING** until **DEVELOPERS' ALLOCATED PORTION AND EVEN LAND-OWNERS ALLOCATION** are not sold and/or lawfully disposed of the **LAND OWNERS & PURCHASERS, it may not be handed over the said PROJECT OF COMPLETE BUILDING CONSTRUCTION TO THE FLAT OWNERS' ASSOCIATION A N D** even if the LAND OWNERS take their allocated Flats, **LAND OWNERS** shall be come under the purview of the said **FLAT-OWNERS ASSOCIATION** but if the



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Land Owners do not take their allocated portions on contrary sell their assumed FLATS, they shall not come under the purview of the said **FLAT OWNERS ASSOCIATION**.

ARTICLE – II DEVELOPER’S RIGHT:-

3.3. The Land Owners hereby grant subject to what have been here-in-after provided the exclusive lawful right to the Developer/Developer to build, construct, erect and complete the said Building and Commercially Exploit the same by entering into Agreement for sale, Deed of Conveyance on behalf of the LAND-OWNERS with intending Purchaser/Purchasers of the **DEVELOPER’S ALLOCATEDPORTIONS** as described above, also described hereunder **SCHEDULE-C** against the monetary consideration as settled by the Developer and construction of the new Building shall be in accordance with the Plan sanctioned by the K.M.C. with or without amendment and/or modification made or caused by the Developer with the approval of the Owner and the Developer shall try to handover the Land Owners’ allocated portion first in the said new building by virtue of Possession Letter issued by the Developer unto the Land Owners and the said letter of Possession shall be treated as **Deemed Possession** either receive or not by the Land Owner for unavoidable any reasons whatsoever.

3.4.In consideration of the above, the Developer shall be entitled to sell, keep under it’ s own control of all other **Flats/Units/Shops/Car-Parking Spaces**, save and except the **OWNERS’ ALLOCATION** stated herein before at the said Holding **Together-with** undivided proportionate share or interest of land and the common facilities, amenities and restrictions as per **Apartment Act-1972** with its up to date amendment and the Developer shall be entitled to enter into Sale-Agreement with the intending buyers for sale and transfer in its Firm name by way of any kinds of Deed of Transfer and to receive, realize and collect all money in respect thereof which allotted portion belongs to the Developer and the Land Owner hereby consent to the Developer entering into this Agreement that the Owner undertake to convey the salable area with said right to the Purchaser/s when called upon by the Developer and if necessary,



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be a party of the Agreement and/or any kinds of deed or deeds and also to do all acts, Deeds and things to dispose of Developers' allocated portion in favor of the intending Purchasers or others as per will or intention of the Developer.

3.5. The Developer shall be deemed to be the Agent of the Land Owners and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer allocated portion **Together-with** proportionate undivided proportionate share of land along-with other facilities, privileges subject to restriction as per Apartment Act-1972 followed by its day to day amendment on the strength of this **registered Development Power of Attorney** executed by **the Land Owners** in favour of the **DEVELOPER FIRM** and/or in the name of Sole Proprietor of **M/S. PERFECT ENTERPRISE**, having its **PAN:AAKFP7665G**, a **PARTNER-SHIP FIRM**, having its Office Address at **77, Boral Main Road, P.O. Garia, P.S. old Regent Park, now Bansdroni, Kolkata-700084** where the **LAND OWNERS** shall also give Developers' Firm jointly exclusive lawful power, right and authority to construct the said building along-with the right and Authority to sell / dispose or transfer all Developer's allocated portions' exclusively and independently, comprised of the new Building be erected on the land described hereunder the **SCHEDULE-A**.

3.6. The Developer shall at its own cost construct and complete the said building built with good and standard building materials as may be specified by the Architect time to time as per Sanctioned Plan with the facility and amenities at said Premises and such construction of the said Building shall be completed entirely by the Developer at its own cost and conveniences **within 36(Thirty-Six)months** from the date of execution of this **Agreement** as per Sanction Plan obtained from the **Kolkata Municipal Corporation** which is expendable for Six months which is the most essence of this Agreement. Be it mentioned here that the act of Gods or force-major and in case of unavoidable circumstances the period of completion of the building may be extended either six months or more or the period of extension for completion of said building will be mutually agreed. Time in this respect subject others mentioned above




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in clause-2.7, unless the same is beyond the control of the Developer, being deemed to be essence of this Agreement between the Parties. However, after exceeding/Grace Period if the Developer fails to construct said Building up to habitable condition within stipulated period with the **grace period 02-years** for some unavoidable circumstances Developers shall be under binding to pay **Rs.10,000/-Only** per month to the **Land Owners** as compensation till delivery of possession.

3.7. The Developers shall provide in the said Building water connection. Water-Storage/tanks, overhead reservoir, electrification, permanent electric-connection and until permanent electric connection is obtained temporary electric connection to be provided in a residential Flats of the multistoried building, those are disposed of as residential flat/s and/or constructed spaces on ownership basis and the cost of temporary electric connection be borne by the each Flat / Unit Owner equally or proportionately but in case of common electric connection, all Owners shall bear the said cost equally .

3.8. The Developers shall be authorized in the name of the Owners in so far as in necessary to apply for and obtain quotas entitle required for cement, steel, bricks and other Building materials required for the entire construction of the Building and similarly apply for the connection of electricity/power, drainage, sewerage and/or Gas to the Building and other facilities required for the construction or enjoyments of the Building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all others out goings shall be borne by the Developer and in the same way from the date of taking possession of the Land Owner allocated portion by the Land owners, they will bear the aforesaid all outgoing expenses for their respective allocated portions only and subsequently, the Developer shall bear all expenses for Developers Allocated portions only. landed property such as Title-Deeds along-with other documents regarding **Schedule-A** Property, the Developer shall give receipts of those document upon his own letter head to the Land Owner herein and the Developer shall also hand over Certified Copies of the Deeds of regarding the land of the land Owners and also certified copy of Development Agreement but prior to that at time of execution and registration of Development Agreement, the





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Land Owners shall hand over the Developer all the original Deeds and documents in respect of the said land those are under the custody of the Land Owners and this is the most essence of this Agreement.

3.9. The Developers at its own costs and expenses and without creating any financial or other liability on the Land Owners shall construct and complete the Building and various units and/or apartments therein in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developer with the consent of the owners in writing.

4.0. That, the Developer shall have sufficient right or liberty to sell or dispose of lawfully its allocated portion on the strength of said Power of Attorney its allocated portion to the nominee or nominees of the Developer as well as all intending Purchasers, otherwise the nominee or nominees of the Second part, but in case of the demise of the Developer, its legal heirs, survivor and or nominees shall be entitled to seize and possess of the all or remaining unsold constructed areas TOGETHER-WITH proportionate undivided share of land under the Developers' Allocated portion.

4.1 All taxes, costs, charges and expenses including Architect's fees etc. shall be borne by the DEVELOPERS from the date of taking possession of the said land with structure (be demolished in order to construction of new multi-storied Building thereon) till delivery of possession of the Land Owner's allocated portion and the Owner shall have no liability in this context but after getting possession of their allocated portion in fully completed condition, along-with completion Certificate from the K.M.C., the Land Owner shall pay all the rent, rates, taxes, maintenance charges and others outgoings for her allocated portion only from the taking possession of their allocated portions. Be it mentioned that all consideration amount out of the SALE-PROCEED shall be got by the Developers out of the Developers' allocation and the Land Owners Allocation shall be got as per actual value of the each Flat as per discretion of both the two Developers as per settlement.

4.2 The Developer shall request the Land Owners to release or deliver possession of the Land either to the DEVELOPER in written or verbally state to release the



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same in particular date in question of new construction thereon and the land Owner has to follow the said request without any objection, hindrance and tantalization.

4.3 LAND OWNER'S REPRESENTATIONS: The Land Owner hereby declares that the below schedule land is fair and free, from all encumbrances having a good marketable right, title, interest and possession of their own and they have not here to fore done any acts deeds or things by which below **SCHEDULE-A** landed property may be affected and any litigation may be raised in regards to the unencumbered status of the said Land and also declares as follows:-

i) That, OWNERS, the Party of the **FIRST PART** have absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said land or Holding, the Land Owners have not here-to-fore execute any deed, agreement with third party in respect of his below schedule land and shall not execute the same after these presents .

ii) That, said Premises is free from all encumbrances and the owners have marketable right, title and Possession in respect of the said premises till before handing over the Possession to the Developer.

iii) That, the Land Owners allocated portions shall be delivered on or after approval and Completion of Building OR be sold by the **DEVELOPERS** and consideration amount be distributed amongst all the **LAND-OWNERS** along-and after Completion of Building, the **COMPLETION PLAN** to be given to the **LAND OWNERS, DEVELOPERS** and also the **PURCHASERS** and be it mentioned here that the Land Owners shall not sell or dispose of by way of any kinds of Deed of their any Flat/unit/Car-Parking space/Shop out of the their said allocated portions before getting Completion Plan/Completion Certificate of the said Building but the Developers have the right of Sale of the Land Owners allocated portion of Flat/unit/Car-Parking space/Shop and the consideration value shall be given to Land Owners and Developers as per 50: 50 ratio according to allocation mentioned earlier.



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iv) That, the Owners hereby grants, exclusive right to Developer to undertake new construction on the said Premises in accordance with the Plan or Plans be sanctioned by the Kolkata Municipal Corporation.

v) That, all application plans & other papers and Xerox copy of documents as may be required by the Developer for the purpose of obtaining necessary sanction Building Plan from the **APPROPRIATE AUTHORITIES** those shall be prepared and submitted by the Developer, on behalf of the Owners at the Developer's cost and expenses which will be reimbursed from the Land-Owners as per ratio calculated.

vi) That, the Land Owner here-in-after shall not claim any division or sub-division of the land and also of the Building constructed on the said land.

vii) That, if all the acts, rules and regulation shall be imposed in the matter of construction of the new multi-storied Building by the Central and/or State Government rules mainly enacted by the West Bengal multi-storied Building Regulation Act. Like **HIRA OR RERA** to be followed both the Owners and the Developers where Carpet areas, Built up areas and Super-Built up areas authentically be entered to all Deed of Conveyance as per rules and Veranda shall not be come under the said Act..

4.4. That, party of the **SECOND PART, DEVELOPERS,** accepts to complete construction and deliver the Owner's share **within 36(Thirty-Six) Months from the date of execution of SANCTION OF BUILDING PLAN** in respect of **BUILDING-PROJECT** shall be constructed but due to obvious circumstances, **2(two)years or more** may be extended for natural calamities like Flood, disaster, epidemic situation, paucity of Building Material political restlessness Etc., -

AND SANCTION BUILDING PLAN be obtained from **the Kolkata Municipal Corporation** which is expendable for Six months or more which is the most essence of this **DEVELOPMENT AGREEMENT** and subject to continuance or normalcy in the city of Kolkata and its adjacent locality and if it occurs natural calamities beyond the control of the second part which include civil commotion, fire, Flood, riots etc. may cause from the date of sanction and approval of Building



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Plan may cause delay another twelve months shall be included also subject to delay in giving vacant possession of land by the Land Owner and in that case the period of completion of the building may be delayed as aforesaid .


4.5 That, the party of the Second Part hereby undertaken to the Land Owners to keep them harmless, identified from or against all third party claims, action arising out of any sorts of non-payment bills of the Contractors or any other person/persons relating to the construction on the Land hereunder Schedule.

4.6 That, LAND OWNERS hereby nominate, constitute and appoint the **Developers' Firm** or personally **SMT MOUMITA DEY & SRI BIJOY GHOSH** herein mentioned in the **SECOND PART** as their true and lawful constitute Attorney to execute, perform all or any inter-alia acts, deeds and things or any more cause to be done for below schedule land in question of construction, completion of the instant Building as per Building Plan up to selling all or each Flats/Units/Salable areas **TOGETHER-WITH** proportionate share of Land under the Developers allocation only.

4.7. If any installations like transformer is erected, the cost of the same shall be borne by the all intending **PURCHASER / FLAT-OWNERS** .

4.8.The name of either the **G+III OR G+IV STORIED BUILDING** that shall be constructed on the **SCHEDULE-A land**, shall be in the name of " **M/S. PERFECT ENTERPRISE**" as agreed between the parties i.e. both the **LAND-OWNERS&DEVELOPERS** herein, according to be followed by the Sanctioned Building Plan and others necessary papers and documents of the same.

ARBITRATION: Any dispute or differences may raise between the parties herein-with in regard to construction and disposing of the Developers Allocated portion to the intending Purchasers under the meaning of these presents or effect of this Deed or any part thereof shall be referred to any two arbitrators and each to be engaged or appointed by such party and their decision shall be binding upon both the parties herein under meaning of the Arbitration and Reconciliation Act.1996, including its statutory modifications re-enactment and up-to-date amendment thereof **OR** the **JURISDICTION COURT** has every right to pass necessary order to meet up all disputes.





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THE SCHEDULE -A ABOVE REFERRED TO

(Where new Building shall be constructed as per Sanction Plan from K.M.C)

ALL-THAT areas of **BASTU-LAND** as per physical measurement **06(Six) Cottah 02(Two)Chattak 2.8**(two point eight)**Sq. Ft.** more or less by nature **Bastu Together-with 250Sq. Ft.** single Storied asbestos Shed structure. now demolished), lying and situates at situates at **Mouja-Kamdahari, J.L.49, Touji, No.14, PREMISES NO.270/I, Boral Main Road, Ward No.111, Borough-XI, P.S. Formerly-Regent Park, now, Bansdroni, OldKhatian No.144, Hall Khatian-477, R. S. Dag No.685, 687, R.S. KhatianNo.469, Presently L.R. Dag No. of Moumita Dey-685, 687, L.R. Khatian:- 878, L. R. Dag No. of Arnab Dey is 685, 687, L.R. Khatian No.655, L.R. Dag No. of Arpan Dey 685, 687, L.R. Khatian No.696 AND Bijoy Ghosh L.R. Dag No.685, 687, L.R. Khatian No.925, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni, A.D.S.R. Alipore, District-South-24Parganas** and presently the land is known and identified as **Premises No.270/1, Boral Main Road, Assessee No.311110510644** within the limit of the **Kolkata Municipal Corporation, K.M.C. ward No.111, Borough-XI, P.O. Garia, P.S. Bansdroni, Kolkata- 700084** which is the Subject landed property where new Building will be constructed as per Sanctioned Building Plan. The **said land is butted bounded by:-**

ON THE NORTH :- 12 Anandashree 2nd Lane.

ON THE SOUTH :- 96 Boral Main Road.

ON THE EAST :- 13 Anandashree 2nd Lane.

ON THE WEST :- 11Anandashree 2nd Lane.

::SCHEDULE-B ABOVE REFERRED TO::

(Land Owners' Allocation)

The LANDOWNERS/PRINCIPALS here-in-after called as OWNERS, the FIRST PART, herein shall get in the following manner: the legal heirs of LATE ASHIS DEY i.e. (1)(i) SMT.MOUMITA DEY (ii) ARNAB DEY& (iii) ARPAN DEY



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jointly get 25%(Fifty-Percent)Built up area, out of the total constructed areas as **LAND OWNERS ALLOCATION TOGETHER WITH** undivided proportionate share of aforesaid land as per **SCHEDULE-AT OTOGETHER WITH** common areas and Common Facilities and Common amenities subject to general restrictions **A N D** **No. (2) MR. BIJOY GHOSH shall also get 25%** as same as be provided to all Flat-Owners and as per settlement between the **LAND OWNERS** and the **DEVELOPER FIRM**. In the same way, **DEVELOPERS ALLOCATION** shall be in the manner:- **DEVELOPER NO.1 shall get 25% A N D DEVELOPER NO.2 shall get also 25% respectively.**

iii) The Land Owners jointly deserves to get 50%(Fifty Percent)Built up areas or a little more or less i.e. Smt. Moumita Dey & Others Shall get 25% of the Constructed areas A N D Mr. Bijoy Ghosh shall get himself 25% of the sold property and amount ratio also shall be 50:50.

iv) That, said SANCTIONED BUILDING PLAN approved by the Kolkata Municipal Corporation and aforesaid constructed areas shall be delivered to the LAND OWNERS complete and habitable condition in all respects or be sold to the intending purchasers as per their own discretion and aforesaid Land Owners' allocated portions shall be provided at a lot or part by part as they accept their possession as when the Developer will request to take possession orally or by written which will be treated as deemed possession. It is remarked that excluding others, Land Owners to be provided as settled as follows :-

All of the aforesaid Flats shall be in equal size, be provided to the Land Owners herein the First Part, here-in-after called the Land Owners' Allocation.

There is no adjustable Money from both side Land Owner and the Developer.

:: SCHEDULE-C ABOVE REFERRED TO ::

DEVELOPER'S ALLOCATION :DEVELOPER'S ALLOCATION is 50%(Fifty Percent) of total constructed areas as per Sanctioned Plan as recited herein before OR save and except Owners' Allocation of the rest of all the constructed areas and /or saleable areas shall be provided to the



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Developer or achieved by the Developers Firm on the **strength of this Agreement TOGETHER-WITH** undivided proportionate share of land including all rights, facilities and others whatsoever recited above in brief the **Developer shall get the same manner** as if the Owner deserves, here-in-after treated as **DEVELOPERS' ALLOCATION** and the **SAID FIRM** shall have the lawful right to make Agreement for sale, Deed of Sale or Conveyance and dispose of said allocated portion lawfully on the strength of Development Power of Attorney and also execute all other acts, deeds and things time to time necessary as per acts and rules of the **Transfer of property Act** and the **DEVELOPER**, the **SECOND PART/ OTHER PART** herein, shall get its allocated portions **in the following manner** :-

i) **The Developer / Other Part** shall get **50%** (Fifty Percent) allocated portion in the new Building or Buildings and said allocated Portions shall be provided in **Built up areas** more fully described hereunder in the following manner:-

ii) **Developer Firm, the Other Part** herein shall get the **50%** (Fifty Percent) **F. A. R. OR Built up areas** in the form of **Residential Flat/Unit/ Commercial areas/Car-Parking areas** and all shall be calculated in the manner of **50%** as per **Sanctioned Plan**, be obtained from the Kolkata Municipal Corporation and the same shall be delivered to complete and habitable condition to the Developer, here-in-after called **the Developer's allocation**.

iii) The Developer has every right to adjust, alter any of the constructed areas like Flat/unit/Commercial areas/Car-Parking Space of the Developer with any alternative areas of the Land Owners, be reflected in the Supplementary Agreement signed by the both Party herein that may be made here-in-after which shall be granted as related & lawful document also which to be accepted to all.

iv) **The areas of Car-Parking Space** on the **Ground Floor** which shall be mutually and amicably distributed between the Land Owners and the Developer **50 : 50 ratio** as per Sanctioned Building-Plan which shall be



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS ALIPORE
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obtained from the Kolkata Municipal Corporation and same shall be delivered to each Party in complete and habitable condition.

The aforesaid **Developer's Allocation** shall be provided **Together-with** Common areas, Common Facilities, Common Passages and all other facilities like Common roof right, Common Space, common areas whatsoever shall be known as Developer's Allocation **Together-with** undivided proportionate share of land underneath the said Building to be erected as per sanctioned plan here-in-after called as the **Developers' Allocation**. **Briefly to say that save and except Land Owners' Allocation, all the rest or remaining 50%(Fifty Percent)allocations shall be treated as Developers' Allocation and the said Allocated Portions** may besold, transferred and disposed of by the **DEVELOPER FIRM** or by the **DEVELOPER** on the strength of registered Development Power of Attorney/General Power of Attorney, being a related documents to the Development Agreement and said Power of Attorney must be executed by the **Land Owners in favour of the Developers' Firm** OR its **Proprietor's name** or in the name of **M/S. PERFECT ENTERPRISE, PAN: AAKFP7665G, a PARTNERSHIP FIRM, having its Office Address at 77, Boral Main Road, P.O. Garia, P.S. old Regent Park, now Bansdroni, Kolkata-700084,** herein the **SECOND PART** and the said registered Development/General Power of Attorney shall not be cancelled, revoked until and unless all the **Developer's Allocated** Portions are fully sold to the **Third Party** or in favour of the intending Purchaser/s or otherwise shall be possessed, enjoyed and controlled by the Developers as per lawful right and title of the same provided Land Owners' Allocation shall be given before the execution and registration of all Deeds of Transfer shall be completed out of the Developer's Allocation.

//

SCHEDULE-D ABOVE REFERRED TO

(Common Areas and Common Facilities)

COMMON AREAS Shall mean corridors, path-ways, stairways, Roof, beam, main structure, underground Water reservoir, overhead water reservoir



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SOUTH 24 PGS ALIPORE
04 AUG 2023

Pump, Pump room, Motor, Roof, Parapet Wall, Drainage and Sewerage, vacant land and all others that are fit for common use of Main Door Free ingress and egress boundary wall, Meter Room, and common purposes of all occupiers including Developer /Land Owners. All others spaces, areas, installations, fittings and fixture as may from time to time be installed and arranged and provided for common service and common benefit.

SCHEDULE-E ABOVE REFERRED TO

(Common Expenses)

- a) The expenses of maintaining, repairing, redecorating etc. of the said structures and in particular the roof, gutter and rain water pipes of the building, water pipes, and electric wire of the building including entrance passage and landing stair case of the said building and also including the boundary walls and compound terrace etc. of the same .
- b) The costs of cleaning and lightening of the passages ,landing , staircases and others parts of the building as enjoyed by the purchasers/ occupiers .
- c) The cost of re-decorating the exterior of the building.
- d) Salaries of staff/care-taker/security Guard/sweeper etc.
- e) Municipal taxes, levies etc. to be paid proportionately until the Purchasers' flat is not separately assessed.
- f) Insurance of the building if made including all litigations charges for free and unencumbered title of the land for better use and beneficial use of the purchasers /occupiers as called as legal expenses.
- g) Such on this expenses as may from time to time be deemed fit and proper by the Association of the aforesaid building.
- h) All others expenses and outgoings to be paid by the purchasers/ occupiers as follows:- i. Changing of light point or light. ii) Changing of pipe for common purpose.



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SOUTH 24 PARGANAS ALIPORE

04 AUG 2023

iii) All other changes to be made after completion of the building and handing over the possession by the builder/contractor.

SCHEDULE-F AS ABOVE REFERRED TO

DETAIL OF PROVISIONS TO BE MADE IN THE FLAT / FLATS AS FOLLOWS:

STRUCTURE & BRICK WORK : Reinforcement for column , Beam. Slab etc. have been approved by the concern authority of K.M.C drawing concrete will be as per ratio of stone chips 3/4 down, medium sand, Cement with the ratio 4:2:1 burn clay bricks 8" x 5" x 3" will be used for walls with moter ratio 5:1, 4:1, 3:1 as applicable A: wall plaster would be in the respective ratio 4:1 and ceiling 3:1. **Whereof Iron Road shall be used of Shyam Steel and Cement shall be used of Ultra-Tech/ Ambuja Cement .**

Internal-Walls :: Wall Putty/Plaster of parish.

FLOOR: All floors except Bath-Room/Toilet will be finished with **Vitrified Tiles** of size 2'x2' with skirting and Room Floor also shall be made of **Vitrified Tiles** brand name Somany/Johnson/Orient bell and the Land Owners' **SHOP** Floor will be **made of Vitrified Tiles** also in case of **L and Owners' Allocation**. But Stair /Stair-case made of marble.

STAIR RAILING: will be made of Iron Grill and Stair handle shall be made of wooden color duly polished.

TOILET: Floor shall be Marble on floors and ceramic tiles up to 6' x 0' on walls. Concealed Plumbing line with hot and cold water electrical point for geyser in both two toilets. D' sons' or equivalent CP Fittings and Hindware or equivalent sanitary fittings of ISI standard. Bath Room Fitting shall be made of Perry-Ware/Jaquar and there shall be electrical point of an exhaust Fan point in the Toilet and one Fan -Point also

KITCHEN: Floor shall be made of Marble and Cooking platform top will be finished with **Granite slab 6' x 20"** length and there shall be provided vitrified glazed tiles 2'-6" height above the cooking Platform and one stainless steel sink and in the kitchen,



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
04 AUG 2023

there shall be different electrical points of aqua guard, Freeze, Grinding Machine, Exhaust-fan other than the necessary light points.

DOORS: All doors frames will be Sal wood and Main Doors shall be good quality made of Wood or any modern good quality door in case of other than Land Owners, other all Doors shall be flash Door, **but in case of Land owners the Main Door will be Wooden with good finishing and with good fittings finished by Wooden burnish polish, P.V.C. door at toilet and also in case of Land Owners allocation, the main Door and others two Rooms, there shall be fitted Godrej Lock.**

WATER SUPPLY : K.M.C. Water Supply Only.

WINDOWS: Sliding aluminum window with **frosted Glass Panes with Grill.**

ELECTRICAL: Concealed wiring with proper gauge of copper wire in PVC conduit to be done in flats including point, switch, switch board cover etc. at suitable places in the following manner generally. There shall be one cable point in the Dining Room all Electrical switches shall be of Anchor/Havel's Brand/Company.

Place	Light Point	Fan Point	6amp Point	Calling Bell	16amp Point	Exhaust Fan
Bed Room Each	4Nos	1Nos	1Nos.	-	1AC for Two bed rooms	-
Kit/D in	5Nos	2Nos	2Nos.		5Nos	1
Toilet	1	1		-	1	1
Balco ny	1	1	1	-	-	-

Phone/TV wiring: TV & telephone point in Living/Dining room.

Exterior: Latest weather proof exterior finish paint of good quality.

Roof: I. P. S. with roof treatment.



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SOUTH 24 PARGANAS ALIPORE
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Lift : GOOD QUALITY/KONE, having 5(Five) Persons' Capacity.

CC TV: C C Camera For Security Purpose.

The cost of the Developer, but shall be reimbursed by the intending Purchasers of the Developers' Allocation.

SHOP : Rolling Shutter at entrance of Shop and there shall be One A.C Point and the Floor shall be made of Vitrified Tiles with one Fan point two light point and two 15AMP plug point.

GROUND FLOOR COMMON AREAS: Apart from Buiding areas other common areas or common Passages of the said Premises shall be made of Checker Tiles

Rain water and Soil-wastage Pipe must be within covered panel & Main Gate will be made of Iron with covered iron sheet and main gate the Flat of the Land Owners shall be collapsible Gate (for Land Owner only).

ELECTRICITY METER : The Vendors shall provide for the Electrical Meter for common services including stair case-'outer lighting initially at their cost but the amount shall be proportionately recovered from the intending buyers of the units. Electric switches are of Anchor/Havel's in each room.

N.B. :: All fixtures such of any kind as Fan. Bulb, regulator exhaust fan etc. will be supplied by the purchasers and anything more demanded by the Purchaser apart from this specification shall be executed by the Developer at the cost of the Purchaser.

All the above technical specification if subject to being approved by respective authority and may be altered depending upon the size of the flat concerned and on mutual agreement between the Developer / Purchaser.

Anything extra is demanded by the owner or in case of intending Purchasers Apart from the technical specification given in Schedule - "F" shall be made or done by the cost of the Owners / Purchasers.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS ALIPORE

04 AUG 2023


IN WITNESS WHERE OF the parties hereto have put their signatures on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED in Kolkata-700084

In the presence of witness at... Baral Main Road, Kol-84.

WITNESSES :

1. Kuntal Bose
P.O. Baral
Kolkata - 700154


Mousmita Dey
Arnab Dey
Kapun Dey

**SIGNATURE OF THE LAND OWNERS
THE PARTY OF THE FIRST PART**

2. Sanjha Sarkar
P.O. Baral, Boral Rangal
Kolkata - 700154

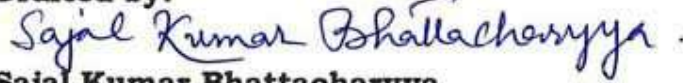
M/S. PERFECT ENTERPRISE

Partner

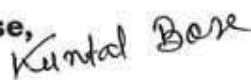
M/S. PERFECT ENTERPRISE
Mousmita Dey
Partner

**SIGNATURE OF THE DEVELOPER / BUILDER
For, M/S. PERFECT ENTERPRISE.
THE PARTY OF THE SECOND PART**

Drafted by:


Sajal Kumar Bhattacharyya,
Advocate, EN.No.WB-1770/2001,
Alipore Police Court, Kol-27.

Computer Printed by:

Kuntal Bose,

Garia, Kolkata-700084.





DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS ALIPORE
04 AUG 2023



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: BIJOY GHOSH

SIGNATURE:



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: MOUMITA DEY

SIGNATURE:



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: ARNAB DEY

SIGNATURE:



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: ARPAN DEY

SIGNATURE:



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS ALIPORE
04 AUG 2023



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: BIJOY GHOSH

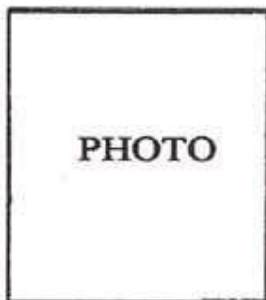
SIGNATURE:



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: MOUMITA DEY

SIGNATURE:



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME:

SIGNATURE:



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME:

SIGNATURE:



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE

04 AUG 2023



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

টোলিকাঙ্কিত আইডি / Enrollment No. : 2010/17543/24202

To
Sajal Kumar Bhattacharya
সজল কুমার ভট্টাচার্য
S/O: Lalit Chandra Bhattacharya
c/14
Raj Narayan Park
Rajpur Sonarpur(m)
Boral South 24 Parganas
West Bengal - 700154

18/06/2014



KL943151299FT
94315129



আপনার আধার সংখ্যা / Your Aadhaar No. :

8207 8913 7702

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India

সজল কুমার ভট্টাচার্য

Sajal Kumar Bhattacharya

পিতা : ললিত চন্দ্র ভট্টাচার্য

Father : Lalit Chandra Bhattacharya

জন্মতারিখ / DOB: 10/07/1961

পুরুষ / Male



8207 8913 7702



আধার - সাধারণ মানুষের অধিকার

Sajal Kumar Bhattacharya
Registration Purpose.

Sajal Kumar Bhattacharya
(Aadhaar)
Identifier for registration purposes

Major Information of the Deed


Deed No :	I-1603-11732/2023	Date of Registration	04/08/2023
Query No / Year	1603-2001973276/2023	Office where deed is registered	
Query Date	02/08/2023 11:55:54 AM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Sajal Kumar Bhattacharjee Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9123854440, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 84,93,758/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Boral Main Road, , Premises No: 270/1, , Ward No: 111 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
L1	(RS :-)		Bastu	6 Katha 2 Chatak 2.8 Sq Ft	1/-	84,93,758/-	Property is on Road
Grand Total :				10.1127Dec	1 /-	84,93,758 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Moumita Dey Wife of Late Ashis Kumar Dey Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office			
		04/08/2023	LTI 04/08/2023	04/08/2023




130, Boral Main Road, City:- Not Specified, P.O:- Garia, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: arxxxxx3g, Aadhaar No: 87xxxxxxxx8412, Status :Individual, Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Mr Arnab Dey Son of Late Ashis Kumar Dey Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office	 <small>04/08/2023</small>	 <small>LTI 04/08/2023</small>	 <small>04/08/2023</small>

130, Boral Main Road, City:- Not Specified, P.O:- Garia, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: caxxxxxx7m, Aadhaar No: 52xxxxxxxx0440, Status :Individual, Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office

3	Name	Photo	Finger Print	Signature
	Mr Arpan Dey Son of Late Ashis Kumar Dey Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office	 <small>04/08/2023</small>	 <small>LTI 04/08/2023</small>	 <small>04/08/2023</small>

130, Boral Main Road, City:- Not Specified, P.O:- Garia, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: csxxxxxx1d, Aadhaar No: 77xxxxxxxx4317, Status :Individual, Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office




4	Name	Photo	Finger Print	Signature
	Mr Bijoy Ghosh (Presentant) Son of Late Lalmohan Ghosh Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office	 <small>04/08/2023</small>	 <small>LTI 04/08/2023</small>	 <small>04/08/2023</small>

C/9, Rajnarayan Park, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxxx3b, Aadhaar No: 40xxxxxxxx1391, Status :Individual, Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Perfect Enterprise 77, Boral Main Road, City:- Not Specified, P.O:- Garia, P.S:-Bansdronei, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: aaxxxxxx5g,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> Smt Moumita Dey Wife of Late Ashisk Umar Dey Date of Execution - 04/08/2023, , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Aug 4 2023 12:39PM</td> <td>LTI</td> <td>04/08/2023</td> <td>04/08/2023</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Smt Moumita Dey Wife of Late Ashisk Umar Dey Date of Execution - 04/08/2023, , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office				Aug 4 2023 12:39PM	LTI	04/08/2023	04/08/2023	130, Boral Main Road, City:- Not Specified, P.O:- Garia, P.S:-Bansdronei, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: arxxxxx3g, Aadhaar No: 87xxxxxxxx8412 Status : Representative, Representative of : Perfect Enterprise (as partner)		
Name	Photo	Finger Print	Signature													
Smt Moumita Dey Wife of Late Ashisk Umar Dey Date of Execution - 04/08/2023, , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office																
Aug 4 2023 12:39PM	LTI	04/08/2023	04/08/2023													
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Bijoy Ghosh Son of Late Lalmohan Ghosh Date of Execution - 04/08/2023, , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Aug 4 2023 12:58PM</td> <td>LTI</td> <td>04/08/2023</td> <td>04/08/2023</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Bijoy Ghosh Son of Late Lalmohan Ghosh Date of Execution - 04/08/2023, , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office				Aug 4 2023 12:58PM	LTI	04/08/2023	04/08/2023	09,raj Narayan Park, Now Ps Narendrapur, City:- Not Specified, P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx3b,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Perfect Enterprise (as partner)		
Name	Photo	Finger Print	Signature													
Mr Bijoy Ghosh Son of Late Lalmohan Ghosh Date of Execution - 04/08/2023, , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office																
Aug 4 2023 12:58PM	LTI	04/08/2023	04/08/2023													

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sajal Bhattachryya Son of Late Lalit Mohan Bhattacharjee Alipore Police Court, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	04/08/2023	04/08/2023	04/03/2023
Identifier Of Mrs Moumita Dey, Mr Arnab Dey, Mr Arpan Dey, Mr Bijoy Ghosh, Smt Moumita Dey, Mr Bijoy Ghosh			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs Moumita Dey	Perfect Enterprise-2.52817 Dec
2	Mr Arnab Dey	Perfect Enterprise-2.52817 Dec
3	Mr Arpan Dey	Perfect Enterprise-2.52817 Dec
4	Mr Bijoy Ghosh	Perfect Enterprise-2.52817 Dec

Endorsement For Deed Number : I - 160311732 / 2023

On 04-08-2023

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

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

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

Presented for registration at 12:02 hrs on 04-08-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Bijoy Ghosh , one of the Executants.

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 84,93,758/-

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

Execution is admitted on 04/08/2023 by 1. Mrs Moumita Dey, Wife of Late Ashis Kumar Dey, 130, Boral Main Road, P.O: Garia, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 2. Mr Arnab Dey, Son of Late Ashis Kumar Dey, 130, Boral Main Road, P.O: Garia, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 3. Mr Arpan Dey, Son of Late Ashis Kumar Dey, 130, Boral Main Road, P.O: Garia, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 4. Mr Bijoy Ghosh, Son of Late Lal Mohan Ghosh, C/9, Rajnarayan Park, P.O: Boral, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Business

Identified by Mr Sajal Bhattachryya, , Son of Late Lalit Mohan Bhattacharjee, Alipore Police 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 04-08-2023 by Smt Moumita Dey, partner, Perfect Enterprise (Partnership Firm), 77, Boral Main Road, City:- Not Specified, P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr Sajal Bhattachryya, , Son of Late Lalit Mohan Bhattacharjee, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 04-08-2023 by Mr Bijoy Ghosh, partner, Perfect Enterprise (Partnership Firm), 77, Boral Main Road, City:- Not Specified, P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr Sajal Bhattachryya, , Son of Late Lalit Mohan Bhattacharjee, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2023 10:19AM with Govt. Ref. No: 192023240155923811 on 04-08-2023, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 93970083 on 04-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 11858, Amount: Rs.100.00/-, Date of Purchase: 13/03/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2023 10:19AM with Govt. Ref. No: 192023240155923811 on 04-08-2023, Amount Rs: 9,920/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 93970083 on 04-08-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 325854 to 325910

being No 160311732 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.08.08 11:18:56 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/08/08 11:18:56 AM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)