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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 288795

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27.07.22  
Ce-2/2224489

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

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

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** made on this the 27<sup>th</sup> day of ~~July~~ 2022 (Two Thousand Twenty Two).

**=BETWEEN=**



774  
DATE 20 MAY 2022  
SOLD TO Sudipa Banerjee (Adv)  
ADDRESS H. C. Cal.

10470  
21.8.22  
RS. 100/-  
20 MAY 2022  
CODE NO. (1067)  
LICENCED NO.  
20 & 20A / 1973

ANJUSHREE BANERJEE  
L. S. VENDOR (O.S.)  
HIGH COURT, KOLKATA-700 001

20 MAY 2022

Mondira Dey

~~10470~~



10471  
21.8.22

Ajita Kumar Dutta



Identified by me  
Sankat Ghoshly  
Adv



10472  
21.8.22

Identified by me  
Sankat Ghoshly  
Adv

DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE  
22 AUG 2022



(1) **SRI AJIT KUMAR DUTTA**, (PAN No. AKIPD5324J), son of Late Baidyanath Dutta, by religion- Hindu, by occupation- retired, residing at 53, Jainuddin Mistry Lane, Post Office- Alipore, Police Station- Chetla, Kolkata- 700027, (2) **SRI INDRANIL DUTTA** (PAN No. ADOPD5562B), son of Late Rajkumar Dutta, by religion- Hindu, by occupation- Business, residing at 53, Jainuddin Mistry Lane, Post Office- Alipore, Police Station- Chetla, Kolkata- 700027, (3) **SMT. SOMA DUTTA** (PAN No. AMUPD3129P), by occupation- Business, (4) **SRI SAMRAT DUTTA**, (PAN No. GUAPD3918J), by occupation- Student, both by religion- Hindu, both residing at 53, Jainuddin Mistry Lane, Post Office- Alipore, Police Station- Chetla, Kolkata- 700027, (5) **SMT. MINATI ADHAY** (PAN No. AJDPA0490N) wife of Sri Subhananda Adhay, by religion- Hindu, by occupation- Homemaker, residing at 10A, Harisabha Street, Post Office- Kidderpore, Police Station- Watgunge, Kolkata- 700023, (6) **SMT. MONDIRA DEY** (PAN No. AJRPD9883A), wife of Sri Krishna Chandra Dey, by religion- Hindu, by occupation- Homemaker, residing at 3/2, Kailash Bose Lane, Post Office and Police Station- Shibpur, District- Howrah, Pin- 711101, hereinafter collectively referred to as the "**OWNERS/FIRST PARTIES**"

(which expression unless excluded by or repugnant to the subject or context shall be deemed to include their heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**=AND=**

**M/S. FLAIR CONSTRUCTION**, (~~PAN No. AACFP1475N~~), a Proprietorship firm having its registered Office at 2, Dharmadas Row, Post Office and Police Station- Kalighat, Kolkata- 700026, represented by its sole proprietor— **SRI ASHOK KUMAR GUPTA**, (PAN No. BXAPG0662C), son of Late Girija Prasad Gupta, by faith- Hindu, by occupation- Business, residing at 15, Mallick Para Lane, Post Office- Bangur, Police Station- Dum Dum, Kolkata- 700055, hereinafter referred to as the **"DEVELOPER / SECOND PARTY"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to include its heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** one Anukul Chandra Dutta was the original recorded owner of the premises No. 53, Jainuddin Mistry Lane, Post Office- Alipore, Police Station- Chetla, Kolkata- 700027, ALL THAT piece and parcel of land measuring

more or less 2 Cottahs 12 Chittaks 6 sq.ft., who died intestate and childless leaving behind him his widow Smt. Haripriya Dasi, since deceased as his sole legal heir to inherit his property.

**AND WHEREAS** after the demise of the said Anukul Chandra Dutta his widow Haripriya Dasi (Dutta) became the sole owner of the said premises by virtue of inheritance and used to enjoy and possess the said premises.

**AND WHEREAS** while being in khas possession and enjoying the property the said Haripriya Dasi since deceased executed a Deed of Gift in favour of Baidyaath Dutta on 30<sup>th</sup> November, 1953 and the same was registered in Sub-Registrar Alipore being No. 7544 of 1953.

**AND WHEREAS** the said Baidyanath Dutta by virtue of the Deed of Gift executed by Haripriya Dasi became the sole owner of the said property being Premises No. 53, Jainuddin Mistry Lane, Post Office- Alipore, Police Station- Chetla, Kolkata- 700027, and while in possession and enjoying the property Baidyanath Dutta died intestate on 23.07.1971 leaving behind his two sons Ajit Kumar Dutta and Rajkumar Dutta, since deceased and two married daughters namely- Minati Auddy and Mandira Dey as his



legal heirs and successors to inherit the said property, his wife pre-deceased him.

**AND WHEREAS** by virtue of the inheritance Ajit Kumar Dutta, Rajkumar Dutta, since deceased, Minati Auddy and Mandira Dey became joint owners of the said property, which is more fully and particularly mentioned and described in the schedule herein below written.

**AND WHEREAS** during their enjoyment of the said property Rajkumar Dutta died intestate on 28.09.2000 leaving behind only son Indranil Dutta to inherit his share in the said property, his wife predeceased him.

**AND WHEREAS** the said Indranil Dutta Owner No. 2 herein executed and registered a Deed of Gift in respect of a portion of his 1/4<sup>th</sup> share measuring about 500 sq.ft. super built up area to his wife and son namely- Mrs. Soma Dutta and Samrat Dutta on 17.08.2021 before the District Sub-Registrar-III, South 24-Parganas, Alipore, recorded in the Book No. I, Volume No. 1605-2021, pages from 170503 to 170529, being No. 160306267 for the year 2021.

**AND WHEREAS** the said Indranil Dutta, Owner No. 2 herein also executed and registered a Deed of Gift in respect of a portion of his 1/4<sup>th</sup> share a shop room on ground floor

measuring about 300 sq.ft. super built up area on the road side (front portion)\_ situated at the First Schedule Property in favour of his wife namely, Mrs. Soma Dutta, the Owner No 3 herein on 10.09.2021 before the District Sub-Registrar-III, South 24-Parganas, Alipore, recorded in the Book No. I, Volume No. 1603-2021, Pages from 231747 to 231773, being No. 160307573 for the year 2021.

**AND WHEREAS** the said property is still under the occupation of the Owner/First Party herein who is absolutely seized and possessed of the right, title and interest to the said property.

**AND WHEREAS** the Owner/ First Party herein having expressed his willingness to enter into a joint venture agreement for the said property being seized and absolutely possessed of and/or otherwise well and sufficiently entitled to the said property and the Developer / Second Party herein having expressed is willingness to develop the said property, the Owner/First Party has agreed to execute the instant Agreement.

**AND WHEREAS** the terms for such development have been verbally decided upon and the same are being recorded herein to obviate the cropping up of future differences

between the parties herein as regards the terms of the said Development;

**NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS :-**

**1. Subject matter of Agreement :-**

Development : Development of residential building at 53, Jainuddin Mistry Lane, Post Office- Alipore, Police Station- Chetla, Kolkata- 700027, described in the First Scheudle written hereunder.

**A) Background, Representations and Warranties :-**

Owner's / First Party's representations on Title : The Owner / First Party's have represented and warranted to the Developer / Second Party as follows :-

- i) Owner/First Party : That the Owner/First Party herein has collectively inherited a piece and parcel of land measuring about 2 (two) cottahs 12 (twelve) chittaks 6 (six) sq.ft. be the same or little more or less from their father/grand-father Late Baidyanath Dutta.



- B) Mutation :-** While seized and possessed of the said piece and parcel of land was duly mutated in the name of the Owner/First Party in the records of the Kolkata Municipal Corporation in respect of the aforesaid premises.
- C)** The Owner/First Party is now desirous to develop the said land described in the First Schedule written hereunder by raising multi-storied building but for lack of experience, time and money, the said Owner/First Party is not in a position to materialize their dream and project and as such, they, in quest of a good and competent Developer/Second Party who can be able to implement the project at the entire cost and responsibility of the said Developer/Second Party.
- D)** The Developer/Second Party above named knowing the said matter, has expressed its spontaneous wish and terms in the matter of raising the said multistoried building on the said piece and parcel of land at the entire cost and responsibility of the said Developer/Second Party.

**AND WHEREAS in this connection the Developer/ Second Party assures, represents and confirms as follows :-**

- a) The Developer / Second Party has vast experience, sufficient infrastructure & money and amply competent to apply and obtain sanctioned plan and also competent to complete the multi-storied building in terms of the instant agreement within the stipulated period mentioned hereunder.
- b) The Developer / Second Party has approved and is fully satisfied with regard to the Owner's/ First Party's title of the said premises and the Developer/ Second Party has caused all necessary searches independently at its own cost with regard to the marketability of the title of the said premises and is satisfied with the same prior to execution of the instant agreement.
- c) The Developer/Second Party will at its own costs and expenses apply and obtain sanctioned plan and also complete the said multi-storied building at its own cost and expenses within the stipulated period in terms of the instant agreement.

- d) In case if any unforeseen situation happens to any workmen, labourers in course of the construction, the Developer / Second Party will be personally liable for the same and shall indemnify the Owner/First Party with all costs, consequences and damages thereof.
- e) The Developer / Second Party shall at its own cost and expenses apply and obtain all necessary permission certificates from all appropriate authority or authorities as may be required for the purpose of completion of the said storied building in the said premises.
- f) The Owner/First Party will not be liable for any acts, deeds and things on the part of the Developer / Second Party.
- g) The Owner / First Party relying on the representations and assurances made by the Developer / Second Party herein, agreed to appoint the Developer / Second Party as the Developer / Second Party for development of the said premises and the Developer / Second Party also agrees and accept its such appointment and covenant with the Owner/First Party to complete the said project by



raising the multistoried building with arrangement of Completion Certificate under the specific terms and conditions hereinafter clearly stated.

- h) Upon execution of the instant Agreement, the Owner / First Party herein shall hand over all attested Photostat copy of the property to the Developer / Second Party and the Owner / First Party undertakes that he will exhibit all necessary original documents in respect of the said property to the concerned office if and when be required and shall deposit the same to the said authorities, if necessary with prior and proper receipt thereof.
- i) Upon execution of the instant Agreement, the Owner/First Party herein shall hand over vacant possession of the premises to the Developer / Second Party.
- j) Sanction of Plan : Get the plan sanctioned from KMC within 3 (three) months from the signing of this Agreement.
- k) Construction of the New Building :- Construct the new multi-storied building and after handing over and delivering the vacant possession of the Owner's/First

Party's Allocation (defined below), deal with the Developer/Second Party's Allocation (defined below) in terms of the instant agreement. The Developer / Second Party shall, however, have the right to enter into Agreement for Sale and booking of the Developer's / Second Party's Allocation (defined below), prior to delivering possession of the Owner's/First Party's Allocation. But under no circumstances, prior to giving such delivery of possession of Owner's / First Party's allocation, the Developer's / Second Party's allocation cannot be delivered to any other party. After giving delivery of such possession of the Owner's / First Party's allocation at First, thereafter the Developer/Second Party can register the final Deed of Conveyance in respect of the Developer's / Second Party's allocation.

- 1) Commercial Exploitation Deal with the Developer's Second Party's Allocation at its free will for making some commercial gain for which the Owner/First Party shall have no connection whatsoever in respect of any commercial interest, liability etc. But the Developer/Second Party shall always keep the Owner/First Party indemnified from any losses,

damages, liability and litigation if caused by the Developer / Second Party.

- m) Commencement and Tenure : This Agreement shall come into force as from the date hereof and shall continue till completion of the said new multi-storied building within a period of 2 (two) years subject to extension of a grace period of another 2 (two) months if situation so demand and the said period of 2 (two) years will be calculated from the date of sanction of the building Plan. The new building shall be completed in all respect within the stipulated period and time in this regard shall be the essence of the contract. But the shop room allocation in favour of the owner No. 3 will be handed over and delivered within 6 (six) months from the date of sanctioned building plan.
- n) Allocation of both parties i.e. Allocation of the owner/First Party and the Developer/Second Party.

**OWNERS SHARE :-**

One flat on the Second floor admeasuring 175 sq.ft. super built up area more or less consisting of one bed room, one kitchen, and one bathroom in the proposed building.



One Flat on the Second Floor admeasuring 180 sq.ft. super built up area more or less consisting of one bed room, one kitchen and one bathroom in the proposed building.

And another one flat on the Second Floor admeasuring 400 sq.ft. super built up area more or less consisting of Two Bed Rooms, One kitchen and One Bathroom along with Road side Balcony in the proposed building.

And another one Shop room on the ground floor admeasuring 250 sq.ft. super built up area more or less, west side frontage of 7 feet entrance door with attached Bathroom in the proposed building.

The owners will get Rs. 37,00,000/- (Rupees Thirty Seven Lakhs) only as forfeited money.

**TERMS OF PAYMENT :-**

**At the time of signing this Agreement :-**

The Owners on the date of signing and registration of this Development Agreement received a total sum of

Rs. 9,00,000/- (Rupees Nine Lakhs) only out of the total consideration of Rs. 37,00,000/- (Rupees Thirty Seven Lakhs) only from the Developers herein and the rest amount will be paid within six months to one year from the date of Registration of this Agreement.

**DEVELOPERS SHARE :-**

All the constructed area, covered area, open area save and except the owners share as stated above along with any other saleable area within the premises 53, Jainuddin Mistry Lane, Kolkata- 700027, in the proposed building sanctioned by KMC. The Developer/Second Party shall settle all the rehabilitation the Developer/Second Party from the date of obtaining sanction of the building plan from the Kolkata Municipal Corporation.

**POWER AND AUTHORITIES :-**

1. The General Power of Attorney : The Owner / First Party shall grant to the Developer / Second Party a registered Power of Attorney for the purpose of obtaining sanction of the Building Plan/s and all necessary permissions from different authorities in connection with the construction of the new Building as also for booking and executing Agreement for Sale as also for registration of the Deed of Conveyances.

2. Further Acts : Notwithstanding grant of the aforesaid General Power of Attorney, the Owner/First Party hereby undertakes that he will execute as and when necessary all papers, documents, plans etc. for the purpose of development of the premises.
3. Indemnity by the Developer / Second Party : The Developer / Second Party agrees to indemnify and keep the Owner/First Party safe, harmless and indemnified in respect of exercise of all or any of the Powers and authorities contained in the said General Power of Attorney.
4. The Owner's / First Party's Obligation :-  
  
The owner/First Party hereby agrees and covenants with the Developer/Second Party as follows :-
  - a) Not to cause any interference or hindrance in the construction of the building by the Developer/Second Party.
  - b) Not to do any act, deed or thing, whereby the Developer / Second Party may be prevented from transferring, selling and/or disposing of any of the



Developer's / Second Party's allocated portion in the said building.

- c) Shall co-operate with the Developer/Second Party in every possible manner during the period of construction of the said building. But, if any construction was executed by the Developer without sanctioned building plan owners have every right to intervene the construction work.

**3) SANCTION AND CONSTRUCTION :-**

1. **Sanction** : The Developer / Second Party shall at its own cost appoint an Architect on behalf of the Owner/First Party and within 90 (Ninety) days from the date of the execution of the instant agreement the Developer/ Second Party at its own cost and expenses and through the Architect shall have the plan/s prepared and submitted to the KMC for sanction thereof.
2. **Construction of the New Building** :- The Developer / Second Party shall at its own cost, expenses and responsibility and without creating any financial or other liability on the owner/First Party construct, erect and complete the new

building in accordance with the sanctioned plan/s as per the agreed specifications and as may be recommended by the Architect from time to time subject to the aforesaid the decision of the Architect regarding the quality of materials shall be final and binding on the parties. It is clarified that the materials used for construction of the said new building will be new and first class and the workmanship will be first class also. All costs, charges and expenses including Architect's Fees shall be discharged and paid by the Developer / Second Party and the Owner/First Party shall bear no responsibility towards the same.

3. Utilities : The Developer / Second Party shall at its own cost install and erect in the new building pump, water storage tank, overhead reservoir, elevator, temporary electric connection until permanent electric connection is obtained as well as water and sewerage connection is also obtained. The Developer/Second Party shall proportionately bear and pay all the costs for bringing permanent electric connection to the said new building.

4. **Building Materials :** The Developer/Second Party shall be authorized in the name of the Owner/First Party to apply for the obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the owner/First Party and required for the construction of the said new building but in no circumstances the owner/First Party shall be responsible for their price/value, storage and quality.
5. **Temporary Connections :** The Developer/Second Party shall be authorized in the name of the Owner/First Party to apply for the obtain temporary connection of water, electricity, drainage and sewerage.
6. **Modifications :** Any amendment or modification to the plan may be made or caused to be made by the Developer/Second Party within the permissible limits.
7. **No obstruction :** The owner/First Party shall not do any act, deed or thing whereby the Developer/Second Party is obstructed or



prevented from construction and completion of the said new building provided the Developer/Second Party will comply all terms and conditions of the instant Agreement and he is also liable to construct the building by sharing the sanctioned building plan with the owners.

**4. DEALINGS WITH FLOOR SPACES IN THE NEW BUILDING :-**

1. Owner's / First Party's Allocation : The owner/ First Party shall be entitled to transfer or otherwise deal with the Owner's / First Party's Allocation in any manner the Owner/First Party deems appropriate. However, any transfer of any part of the Owner's / First Party's Allocation shall be subject to the provisions of the instant Agreement.
2. Developer's / Second Party's Allocation : Without prejudice to the provisions contained in the instant Agreement, after handing over the physical possession of the Owner's / First Party's Allocation, the Developer/Second Party shall be exclusively entitled to the Developer's / Second

Party's Allocation, with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the Owner/First Party and the Owner/ First Party shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's / Second Party's Allocation. It is however, understood that the dealings of the Developer/Second Party with regard to the Developer's / Second Party's Allocation shall be entirely at the risk and responsibility of the Developer/ Second Party and shall not in any manner fasten or create any financial liability / any other responsibilities upon the Owner / First Party.

3. Transfer of Owner's/First Party's Allocation : In consideration of the Developer / Second Party constructing and handing over the owner's / First Party's Allocation to the Owner /First Party, the Owner/First Party shall sell and transfer the undivided proportionate share in the land and the benefit of the concerned portion of the plans in favour of the prospective purchasers of the

Developer's/Second Party's Allocation (collectively Transferees), in such part or parts as shall be required by the Developer/second Party and shall execute such number of deeds of conveyance as necessary for the same provided the Developer/Second Party shall give physical possession of the Owner's/First Party's Allocation at first and also provide to the owner/First Party the copy of completion certificate at the cost of responsibility of the Developer/Second Party which is the very essence of this contract.

4. Cost of Transfer : The costs of such conveyances including stamp duty and registration expenses and all other expenses incidental or related thereto shall be borne and paid by the respective Transferees.
5. That all the Deeds of Conveyance which will be prepared in favour of the intending purchasers of the floors relating to the allocated share of the Developer/Second Party, the Owner/First Party shall execute one Registered Power of Attorney in favour of the Developer/Second Party



representing the Owner/First Party for the Developer's / Second Party's allocation only. The Developer/Second Party hereby agrees and undertakes that the Developer/Second Party shall handover possession to the Purchaser/s of the Developer's / Second Party's Allocation.

**5. MUNICIPAL TAXES AND OUTGOINGS :-**

From the date of making over possession of the Owner's / First Party's Allocation to the Owner/First Party, the Owner/First Party shall become liable and responsible for rates and taxes and other outgoings with regard to the Owner's / First Party's Allocation and the Developer / Second Party and/or its Transferees shall become liable and responsible for rates and taxes with regard to the Developer's / Second Party's Allocation. However rates and taxes and other outgoings shall not accrue on either of the parties during construction of the building.

6. **POSSESSION AND POST COMPLETION MAINTENANCE :-**

Notice of Completion : As soon as the new building is completed (as certified by the Architect) with completion certificate and sewerage connection, the Developer/Second Party shall give a written notice to the Owner/First Party requiring the Owner/First Party to take possession of the Owner's / First Party's allocation and the Owner/First Party shall take possession within 30 (thirty) days and from the date thereafter, it will be considered as deemed possession by the Owner/First Party and all rates and taxes in respect of the Owner's / First Party's Allocation will be liability of the Owner/First Party from the date of such possession or deemed possession. But in all case the Completion Certificate issued by the KMC shall be the essence of the instant Agreement.

7. Time of Completion :- The Developer / Second Party hereby agrees and covenants with the Owner/First Party to complete the construction of the new building within 2 (two) years from the date of obtaining the building plan and in default with grace period of another 2 (Two) months as aforesaid. But the

possession of the said shop room of Owner No. 3 herein delivered within 6 (six) months from the date of sanctioned building plan.

8. The Developer / Second Party has inspected all papers, documents of the Owner/First Party in respect of title of the said property and have got satisfied. The Developer / Second Party after thorough inspection and searching have decided to be appointed as Developer / Second Party to develop the said property of the Owner/First Party.
9. The Developer / Second Party shall not discontinue or abandon the construction of the proposed building except the suspension of the work due to force majeure events as aforesaid. The Developer / Second Party after execution of this Agreement will proceed development work part by part and as such cannot or shall not abandon the said development work on the pretext that it will finish and complete the project with the stipulated time hereinabove.
10. The Developer / Second Party shall indemnify and keep the Owner/First Party indemnified in respect of



all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the Developer / Second Party in pursuance of the authorities granted as aforesaid.

11. The Owner / First Party shall have full right to enter into the said building and to inspect the construction work subject to compliance of all terms by the Developer / Second Party.
12. The Developer / Second Party at its own cost and responsibility will arrange and give a copy of the Completion Certificate to the Owner / First Party which is essential part of the instant Agreement.
13. That the time of completion of the said project and simultaneously giving delivery of possession of the Owner's / First Party's Allocation as fully described hereinabove, is the important essence of the instant Agreement. The Developer / Second Party will complete the said project within 2 (two) years from date of obtaining sanction of the Building Plan and thereafter, if necessary another 2 (two) months may be extended as grace period.

14. If any disturbance or litigation is caused by any neighbour land owner and/or by any outsider or by any broker, local club, material suppliers in that case, all be managed and paid by the Developer / Second Party at its own risk, cost and responsibility. It is further declared and admitted by both the parties that the Owner/First Party will be held liable to pay any brokerage charge in any manner whatsoever, which will be if necessary borne by the Developer / Second Party.

15. **POSSESSIN DATE AND RATES :-**

On and from such date of taking physical possession or deemed possession (possession date), the Owner/First Party shall be exclusively responsible for payment of all rates and taxes impositions whatsoever (collectively Rates) payable in respect of the Owner's / First Party's Allocation only provided however when such rates are applicable to the whole of the premises / new building, proportionate amount of the same shall be paid by the owner / First Party. The Developer / Second Party shall be responsible for the

balance proportionate amount whether directly or through the Transferees.

16. **PUNCTUAL PAYMENT AND MUTUAL INDEMNITY :-**

The Owner / First Party and the Transferees shall punctually and regularly pay the rates for their respective allocations to the concerned authorities and all parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses, and proceedings whatsoever directly or indirectly, if instituted during the pendency of the construction.

All the payments will be completed within the one year from the date of Registration.

17. **MAINTENANCE AND REPAIR :-**

The Owner/First Party and the respective Transferees shall be bound to pay their proportionate maintenance and repair charges for maintenance of the common areas and spaces of the new building and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical



equipment and other installations, appliances and equipments.

18. **OWNER'S / FIRST PARTY'S OBLIGATION :-**

- a) No obligation in dealing with the Developer's / Second Party's Allocation;

The owner/First Party covenants not to do any act, deed or thing whereby the Developer / Second Party may be prevented from selling and/or disposing of any part or portion of the Developer's / Second Party's Allocation.

- b) **No obstruction in construction :-**

The owner/First Party hereby covenants not to cause any interference or hindrance in the construction of the new building subject to compliance of all the terms by the Developer / Second Party.

- c) **No dealing with premises :-**

The Owner / First Party hereby covenants not to let out, grant lease, mortgage and/or charge

the premises or any portion thereof without the consent in writing of the Developer / Second Party save and except the Owner's / First Party's Allocation.

d) **Statutory Obligation :-**

All persons employed by the Developer / Second Party for compliance of its obligations hereunder will be deemed to be employees of the Developer / Second Party who shall be solely responsible for their emoluments and other statutory obligations and the Developer / Second Party hereby agrees to keep the owner / First Party indemnified in this regard.

19. **NO VIOLATION OF LAW :-**

The Developer / Second Party hereby agrees and covenants with the Owner/First Party not to violate or contravene any of the provisions of the rules applicable to construction of the new building.

20. **No obstruction in dealing with Owner's / First Party's Allocation :-**

The Developer / Second Party covenants not to do any act, deed or thing whereby the Owner / First Party may be prevented from selling and/or disposing of any part or portion of the Owner's / First Party's Allocation.

21. **Parting with possession after Delivery of Owner's / First Party's Allocation :**

The Developer / Second Party hereby agrees and covenants with the Owner / First Party not to part with possession of the Developer's / Second Party's Allocation or any part or portion thereof until possession of the Owner's / First Party's Allocation is delivered to the Owner / First Party provided however this will not prevent the Developer / Second Party from entering into any agreement for sale or transfer or to deal with the Developer's / Second Party's Allocation.



22. **Developer's / Second Party's Liability regarding Conveyance and Mutation :-**

In case the Transferees of the floors of the Developer's / Second Party's Allocation fail to have registered Deed of Conveyance in their name or have mutated their name in the records of the KMC, in that case the Owner/First Party will have no liability for those floors in respect of any kind of tax / taxes payable to the said authority and other authorities.

23. **Third Party claims :-**

The Developer / Second Party hereby undertakes to keep the owner/First Party indemnified against all the third party claims including neighbouring land owners and also against all actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer / Second Party in relation to the construction of the new building.

24. **Powers and Authorities :-**

The Developer / Second Party hereby undertakes to the Owner / First Party to keep the Owner / First Party indemnified and harmless from the against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Developer / Second Party on behalf of the Owner/First Party on the strength of powers and authorities given to the Developer / Second Party by the Owner / First Party.

25. **No Partnership :-**

The Owner/First Party and the Developer / Second Party have entered into this agreement purely as a contract on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the parties in any manner nor shall the parties constitute as Association of persons.

26. **Additional Authority :-**

It is understood that from time to time to facilitate the uninterrupted construction of the new building by the Developer / Second Party, various deeds, matters and things not specified herein but may be required to be done by the Developer / Second Party and for which the Developer / Second Party may need authority of the Owner / First Party. Further, various applications and other documents may be required to be signed or made by the Owner / First Party relating to which specific provisions may not have been made herein. The Owner / First Party hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer / Second Party of such purpose and the Owner / First Party also undertakes to sign and execute all additional applications and other documents at the costs and expenses of the Developer / Second Party provided however that all such acts, deeds, matters and things do not in any way infringe on the rights of the owner/First Party and / or go against the spirit of the instant Agreement.



27. **Further Acts :-**

That both the parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to the instant Agreement.

28. **Taxation :-**

The Owner / First Party shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other Taxes in respect of the Developer's / Second Party's Allocation and the Developer / Second Party shall be liable to make payment of the same and keep the Owner / First Party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Developer / Second Party shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Owner's / First Party's Allocation and the Owner / First Party shall be liable to make payment of the same and keep the Developer / Second Part indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Be it agreed by both the parties that upto the date of

handing over possession of the premises for commencement of construction, all liabilities, arrears etc., if any, will be cleared by the Owner / First Party but from the date of handing over the possession of the land, the Developer / Second Party will clear and pay all liabilities of taxes and dues, if any in respect of the said premises.

29. **No demise or Assignment :-**

Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the premises or any part thereof to the Developer / Second Party by the Owner / First Party or as creating any right, title or interest therein in favour of the Developer / Second Party except to develop the premises in terms of the instant Agreement provided however the Developer / Second Party shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owner / First Party or effecting the estate and interest in the Premises and it is being expressly agreed and understood that in no event either the Owner / First Party or the Owner's / First Party's Allocation or any

of their estate shall be responsible and/or be made liable for payment of any dues to such bank or banks and for that purpose the Developer / Second Party shall keep the Owner / First Party indemnified against all actions, suits, proceedings, costs, charges and expenses.

30. **Fees and Duties :-**

All duties and fees payable at whatever stage pertaining to the instant Agreement shall be paid by the Developer / Second Party at his own fund.

31. **Wealth Tax :-**

As and from the date of completion of construction of the new building, the Transferees shall each be liable to pay and bear proportionate charges on account of Wealth Tax and other taxes, if any, payable in respect of their respective floor spaces.

32. **Force Majeure :-**

1. Meaning of : Force Majeure shall mean an event or effect that cannot be reasonably anticipated or controlled (Force Majeure). Any delay caused



due to such unreasonable delay by the concerned Authorities including the Competent Authority / and other bodies due to embargo period in granting permission / clearances and any labour problems for which the Developer / Second Party has no fault.

2. No liability : That both the parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such objection is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

33. **Counterparts** :-

All originals : This Agreement is being executed simultaneously in counterparts each of which shall be deemed to be an original and both of which shall constitute an instrument and agreement between the parties.

34. **Notice and it's mode of Service :**

Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be deemed given / effective if delivery to the person personally, at the time of delivery or if sent by registered or certified mail, with postage and registration or certification fees, thereon prepaid, on the 5<sup>th</sup> business day following delivery of such notice to the postal service or by express courier, on the 3<sup>rd</sup> business day following delivery of such notice to express courier, addressed as follows, unless any change in address is communicated in writing by the either party to the other.

35. **Arbitration :-**

1. Tribunal : Disputes relating to the instant Agreement or its interpretation shall be referred to the arbitration of an arbitral tribunal, consisting of three Arbitrators (Tribunal), one each to be appointed by the parties hereto and the third to be appointed by the two arbitrators

so appointed. The award of the Tribunal shall be final, and binding on the parties. The Arbitration proceedings will be in Kolkata in English language unless otherwise agreed.

2. Mechanism and Procedure : Procedure and type of award (speaking or non speaking) shall be decided by the Tribunal. The directions/ award of the Tribunal shall be final and binding on the parties.

36. **Jurisdiction :-**

In connection with the aforesaid Arbitration proceedings, the Alipore Civil Court and the Calcutta High Court alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

**FIRST SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** the piece and parcel of land measuring about 2 (two) Cottahs 12 (twelve) Chittaks 6 (six) sq.ft. be the same or little more or less being Premises No. 53, Jainuddin



Mistry Lane, Post Office- Alipore, Police Station- Chetla, Kolkata- 700027, butted and bounded as follows :- together with two storied building ground floor 1577 sq.ft. together with 2 Nos. of shop rooms having area 445 sq.ft. and 56 sq.ft. more or less and 1455 sq.ft. more or less on first floor.

**ON THE NORTH** :- Property of Ashok Kumar Dutta  
55, Jainuddin Mistry Lane.

**ON THE SOUTH** :- Property of Madan Dutta  
52A, Jainuddin Mistry Lane.

**ON THE WEST** :- Road Jainuddin Mistry Lane.

**ON THE EAST** :- Property of Balaram Dutta,  
55B, Jainuddin Mistry Lane.

**SECOND SCHEDULE ABOVE REFERRED TO :**

(Owners Allocation)

One Flat on the Second Floor admeasuring 175 sq.ft. super built up area more or less consisting of one bed room, one kitchen and one bathroom in the proposed building.

One Flat on the Second Floor admeasuring 180 sq.ft. super built up area more or less consisting of one bed room, one kitchen and one bathroom in the proposed building.

One Flat on the Second floor admeasuring 400 sq.ft. super built up area more or less consisting of Two Bed rooms, one kitchen and one bathroom along with road side balcony in the proposed building.

And another one Shop room on the ground floor admeasuring 250 sq.ft. super built up area more or less, west side frontage of 7 feet entrance door with attached Bathroom in the proposed building.

Together with the owners will get a total forfeited amount of Rs. 37,00,000/- (Rupees Thirty Seven Lakhs) only.

**THIRD SCHEDULE ABOVE REFERRED TO :**

**(Developers Allocation)**

**ALL THAT** remaining constructed area after allocation of the owners share as stated above in the proposed building along with all open/covered garage and all other common rights, facilities, benefits attached therein.

**IN WITNESS WHEREOF** the parties hereto have signed this Memorandum of Understanding on the day, month and year first above written.

**SIGNED & DELIVERED**

**In presence of WITNESSES :-**

1. *Handwritten signature in Odia script*  
*Handwritten text in Odia script*

2. Ajit Patra  
 Shikharabad  
 Namkhama  
 S/ 24 Pgs.

1. *Ajit Kumar Dutta*

2. *Indranil Dutta*

3. *Soma Dutta*

4. *Samrat Dutta*

5. *Mizali Adhikari*

6. *Prondira Adhikari*

**Signature of the OWNERS**

**Signature of the DEVELOPER**

*Handwritten signature of the Developer*

Drafted by me

*Sudipa Banerjee*

**(Mrs. Sudipa Banerjee), Advocate**

High Court, Calcutta

Enrollment No. F/1066/2014

Computer type by :

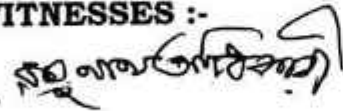


**MEMO OF CONSIDERATION**


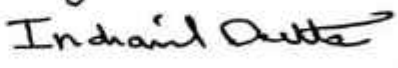
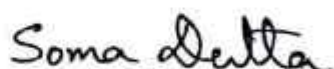
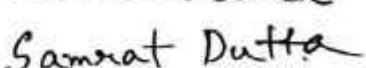
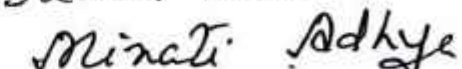
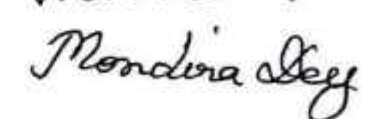
**RECEIVED** from the within named Developer, the Second Party herein a sum of Rs. 9,00,000/- (Rupees Nine Lacs) only as advance as follows :-

	Particulars	Amount (Rs.)
Sri Ajit Kumar Dutta	By Cheque being No. 619772 drawn on Axis Bank Ltd, Rashbihari Avenue Branch dated .07.2022.	3,00,000.00
Smt. Minati Adhay	By Cheque being No. 619773 drawn on Axis Bank Ltd, Rashbihari Avenue Branch dated .07.2022.	3,00,000.00
Smt. Mondira Dey	By Cheque being No. 619774 drawn on Axis Bank Ltd, Rashbihari Avenue Branch dated .07.2022.	3,00,000.00
	<b>&lt;&lt;&lt; TOTAL &gt;&gt;&gt;</b>	<b>9,00,000.00</b>

**WITNESSES :-**

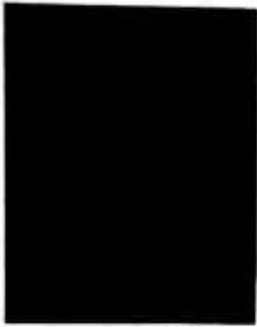
1. 

2. 

1. 
2. 
3. 
4. 
5. 
6. 

**Signature of the OWNERS**

**SPECIMEN FORM FOR TEN FINGERPRINTS**



AJIT KUMAR DUTTA	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Ajit Kumar Dutta



INDRANIL DUTTA	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Indranil Dutta



SOMA DUTTA	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Soma Dutta



**SPECIMEN FORM FOR TEN FINGERPRINTS**



SAMRAT DUTTA	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Samrat Dutta



MINATI ADHAY	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Minati Adhaya



MONDIRA DEB	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Mondira Deb



**SPECIMEN FORM FOR TEN FINGERPRINTS**



**ASHOK KUMAR GUPTA**

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature Ashok Kumar Gupta



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature Saikat Ghosh



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

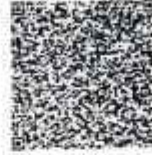
Signature \_\_\_\_\_



भारत सरकार  
Government of India



Soma Dutta  
DOB 15/10/1975  
Female



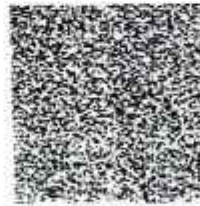
2136 7328 1609

मेरा आधार, मेरी पहचान



भारत सरकार  
Unique Identification Authority of India

Address: C-17, IAS, Anand Vihar, New Delhi  
Pin: 110029



2136 7328 1609



144



help@uaid.gov.in



www.uaid.gov.in

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SOMA DUTTA

RAGHU NATH ADHIKARY

19/10/1978

Permanent Account Number

AMUPD3129P

Soma Dutta

Signature



*In case this card is lost / found, kindly inform / return to :*

Income Tax PAN Services Unit, UTIISL

Plot No. 3, Sector 11, CBD Belapur,

Navi Mumbai - 400 614.

इस कार्ड के खाने/पानेवा कृपया सूचित करें/सौदाएं :

आयकर पैन सेवा यूनिट, यूटीआईएसएल

प्लॉट नं: 3, सेक्टर 11, सी.बी.डी. बेलपुर,

नवी मुंबई-400 614.





ভারত সরকার

Government of India

ভালিকাহুক্মির আই ডি : Enrolment No. 1040/20062/13719

To  
সম্রাট দত্ত  
Samrat Dutt  
53 J.M LANE  
Alipore H O  
Kolkata  
West Bengal

49249

01/04/2013



MN0049206669



আপনার সংখ্যা : Your Enrolment No. :

**9880 6301 6669**

আপনার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



সম্রাট দত্ত  
Samrat Dutt  
পিতা : কলকাতা  
Father : Kolkata  
৫৩ জি.এম. লেন, কলকাতা - ৭০০০১৩  
পূর্ববঙ্গ



**9880 6301 6669**

আপনার - সাধারণ মানুষের অধিকার

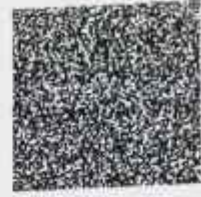
भारत सरकार विभाग  
TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
GUAPD3918J



नाम / Name  
SAMRAT DUTTA

पिता का नाम / Father's Name  
INDRANIL DUTTA

जन्म की तिथि /  
Date of Birth  
28/05/2002

*Samrat Dutta*  
हस्ताक्षर / Signature

25122020

इस कार्ड के खान/पाने पर प्रपचा सुरक्षित करें/सौदागं:

आयकर एवं सेवा शुल्क, एन एच सी यू  
चीफ़ी मंत्रि, मंत्रि स्टर्लिंग,  
प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कॉलोनी, दीप बंगला चौक के पास,  
पुणे - 411 016.

भारत  
सरकार

*If this card is lost / someone's lost card is found,  
please inform / return to :*

Income Tax PAN Services Unit, NSDL  
4th Floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080; Fax: 91-20-2721 8081

e-mail: [pan@nsdl.co.in](mailto:pan@nsdl.co.in)



भारत सरकार  
GOVERNMENT OF INDIA



Ajit Kumar Dutta  
DOB: 01/01/1947  
MALE



9917 7512 8130

MEERA AADHAAR, MERI PEHCHAN



भारतीय विशिष्ट पहचान प्राधिकरण  
INDIAN AUTHORITY OF INDIA

Address  
S/O: Late Baidyanath Dutta, 53,  
Jainuddin Mistry Lane, Chetla, Alipore,  
Kolkata,  
West Bengal - 700027



1947  
1800 200 1047  
www.aadhaar.gov.in  
P.O. Box No. 1047  
Kolkata-700 001

*Ajit Kumar Dutta*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

AJIT KUMAR DUTTA

BAIDYANATH DUTTA

01/01/1947

Permanent Account Number  
AKIPD5324J

*Ajit Kumar Dutta*  
Signature



06122006

*Ajit Kumar Dutta*

आयकर विभाग, दिल्ली  
आयकर विभाग, दिल्ली  
आयकर विभाग, दिल्ली  
आयकर विभाग, दिल्ली

आयकर विभाग, दिल्ली  
आयकर विभाग, दिल्ली  
Tax PAN Services Unit, NSDL  
Pune Tower,  
MIDC, Vashi Compound,  
Vashi, Lower Panel, Mumbai - 400 013  
Tel: 22-2499 4650, Fax: 91-22-2495 0664  
nsdl@nsdl.co.in



ভারত সরকার

Government of India

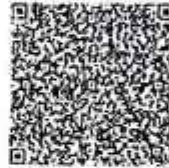
ভারতীয় আইডি / Enrolment No. 1040/20520/50018

To  
মিনতি আঢ়া  
MINATI ADHYA  
10A HARI SAVA STREET  
Khidirpore  
Khidirpore  
Circus Avenue, Kolkata  
West Bengal 700023

27/05/2018  
140162086



ML461620864FT



আপনার সংখ্যা / Your No.

7165 0123 6023

- সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



মিনতি আঢ়া  
MINATI ADHYA  
পিতা - বৈদ্য ন্যাথ  
Father: Baidya Nath  
জন্ম তারিখ / DOB  
মহিলা / Female

7165 0123 6023

- সাধারণ মানুষের অধিকার




Minati Adhya

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT OF INDIA

MINATI APHYA  
 BAIDYANATH DUTTA  
 02/11/1955  
 Permanent Account Number  
 AJBPA0490N

*Minati*  
 Signature



*Minati Dutta*

इस कार्ड को खोना / खोने पर कृपया सूचित करें / Notify  
 if you have lost this card. For return to, please inform / return to,  
 आयकर विभाग, टाउनशिप ऑफिस, कमला नगर, नया दिल्ली - 110054  
 Income Tax Department, Township Office, Kamla Nagar, New Delhi - 110054

If this card is lost / someone's lost card is found,  
 please inform / return to,  
 Income Tax PAN Services Unit, NSDL,  
 1st Floor, Laxmi Tower,  
 Connaught Place, New Delhi - 110054  
 Tel: 011-26109671 Fax: 011-26109672  
 Email: pan@nsdl.co.in  
 Website: www.pan.irs.gov.in





ভারত সরকার  
 Identification Authority of India  
 Government of India

সংক্রান্ত আই ডি / Enrollment No. : 1011710/00143

নাম / Name  
 Mondira Dey  
 পিতা : Kishore Chandra Dey  
 Sr2 KALASH BOSE LANE  
 RAMKRISHNAPUR HOWRAH  
 Haora (M. Corp)  
 Howrah  
 Haora Howrah  
 West Bengal 711101



সংখ্যা / No  
**2853 6826 1219**

সাধারণ মানুষের অধিকার

ভারত সরকার  
 Government of India



নাম / Name  
 Mondira Dey  
 পিতা : বৈদ্য নাথ চন্দ্র  
 Father : Baidya Nath Chandra  
 জন্মতারিখ / DOB : 08/09/1981  
 মহিলা / Female



2853 6826  
 সাধারণ মানুষের অধিকার

Mondira Dey

आयकर विभाग  
INCOME TAX DEPARTMENT

सरकार, भारत  
GOVERNMENT OF INDIA

MONDIRA DEY  
BAIDYA NATH DUTTA  
28109/1950  
आयकर खाता नं. (Income Tax Account No.)  
AJRPD9863A

*Mondira Dey*  
Signature

In case this card is lost, kindly inform the nearest  
Income Tax PAN Service Centre (ITPSI),  
Plot No. 3, Sector 11, CBD, New Delhi - 110019.  
Toll No. Mumbai - 400 619.  
यदि कार्ड खो जाने वा कल्पना मूलित हो/मि.द.प.  
आयकर पत्र सेवा-केंद्र, दिल्ली-110019  
-कॉल नं. 3, सेक्टर 11, सीडीबी, नई दिल्ली-110019  
-मुंबई-400 619

*Mondira Dey*

## Major Information of the Deed

Deed No :	I-1603-13014/2022	Date of Registration	22/08/2022
Query No / Year	1603-2002284489/2022	Office where deed is registered	
Query Date	27/07/2022 12:53:31 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SAIKAT GANGULY Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 8777763154. Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 9,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,08,36,037/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,121/- (Article:48(g))	Rs. 9,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Chetla, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Jainuddin Mistr Lane, , Premises No: 53, , Ward No: 056 Pin Code : 700027





Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	2 Katha 12 Chatak 6 Sq Ft		79,44,000/-	Property is on Road
<b>Grand Total :</b>				<b>4.5513Dec</b>	<b>0 /-</b>	<b>79,44,000 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3032 Sq Ft.	0/-	20,46,600/-	Structure Type: Structure
Gr. Floor, Area of floor : 1577 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete  Floor No: 1, Area of floor : 1455 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	501 Sq Ft.	0/-	8,45,437/-	Structure Type: Structure
Gr. Floor, Area of floor : 501 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>3533 sq ft</b>	<b>0 /-</b>	<b>28,92,037 /-</b>	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Mr AJIT KUMAR DUTTA</b>                      Son of Late BAIDYA NATH DUTTA53, JAINUDDIN MISTRY LANE, City:- , P.O:- ALIPORE, P.S:-Chetla, District:- South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AKxxxxxx4J,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 27/07/2022                      , Admitted by: Self, Date of Admission: 21/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 27/07/2022                      , Admitted by: Self, Date of Admission: 21/08/2022 ,Place : Pvt. Residence</p>			
2	<p><b>Mr INDRANIL DUTTA</b>                      Son of Late BAIDYA NATH DUTTA                      Executed by: Self, Date of Execution: 27/07/2022                      , Admitted by: Self, Date of Admission: 27/07/2022 ,Place : Office</p>			<p>Indranil Dutta</p>
		27/07/2022	LTI 27/07/2022	27/07/2022
	<p>53, JAINUDDIN MISTRY LANE, City:- , P.O:- ALIPORE, P.S:-Chetla, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx2B,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 27/07/2022                      , Admitted by: Self, Date of Admission: 27/07/2022 ,Place : Office</p>			
3	<p><b>Mrs SOMA DUTTA</b>                      Wife of Mr BAIDYA NATH DUTTA                      Executed by: Self, Date of Execution: 27/07/2022                      , Admitted by: Self, Date of Admission: 27/07/2022 ,Place : Office</p>			<p>Soma Dutta</p>
		27/07/2022	LTI 27/07/2022	27/07/2022
	<p>53, JAINUDDIN MISTRY LANE, City:- , P.O:- ALIPORE, P.S:-Chetla, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMxxxxxx9P,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 27/07/2022                      , Admitted by: Self, Date of Admission: 27/07/2022 ,Place : Office</p>			



Name	Photo	Finger Print	Signature
<b>Mr SAMRAT DUTTA</b> Son of Late BAIDYA NATH DUTTA Executed by: Self, Date of Execution: 27/07/2022 , Admitted by: Self, Date of Admission: 27/07/2022 ,Place : Office			<i>Samrat Dutta</i>
	27/07/2022	LTI 27/07/2022	27/07/2022

53, JAINUDDIN MISTRY LANE, City:- , P.O:- ALIPORE, P.S:-Chetla, District:-South24-Parganas, West Bengal, India, PIN:- 700027 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: GUxxxxxx8J,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 27/07/2022 , Admitted by: Self, Date of Admission: 27/07/2022 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Mrs MINATI ADHAY</b> Wife of Mr SUBHANANDA DUTTA Executed by: Self, Date of Execution: 27/07/2022 , Admitted by: Self, Date of Admission: 27/07/2022 ,Place : Office			<i>Minati Adhay</i>
	27/07/2022	LTI 27/07/2022	27/07/2022



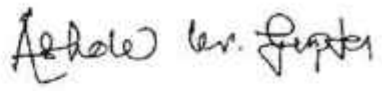
10A, HARISABHA STREET, City:- , P.O:- KHIDDERPORE, P.S:-Wattgunge, District:-South24-Parganas, West Bengal, India, PIN:- 700023 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AJxxxxxx0N,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 27/07/2022 , Admitted by: Self, Date of Admission: 27/07/2022 ,Place : Office

<b>6 Mrs MONDIRA DEY</b> Wife of Mr KRISHNA CHANDRA DEY 3/2, KAILASH BOSE LANE, City:- , P.O:- SHIBUR, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711101 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AJxxxxxx3A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 27/07/2022 , Admitted by: Self, Date of Admission: 21/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 27/07/2022 , Admitted by: Self, Date of Admission: 21/08/2022 ,Place : Pvt. Residence
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**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>FLAIR CONSTRUCTION</b> 2, DHARMADAS ROW, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.:: BXxxxxxx2C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr ASHOK KUMAR GUPTA (Presentant)</b> Son of Late GIRIJA PRASAD GUPTA Date of Execution - 27/07/2022, , Admitted by: Self, Date of Admission: 27/07/2022, Place of Admission of Execution: Office	 <small>Jul 27 2022 2:52PM</small>	 <small>LTI 27/07/2022</small>	 <small>27/07/2022</small>
15, MALLICK PARA LANE, City:- , P.O:- BANGUR, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BXxxxxxx2C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : FLAIR CONSTRUCTION (as PROPRIETOR)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SAIKAT GANGULY</b> Son of Mr SACHIDA NANDA GANGULY ALIPORE JUDGES COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 <small>27/07/2022</small>	 <small>27/07/2022</small>	 <small>27/07/2022</small>
Identifier Of Mr AJIT KUMAR DUTTA, Mr INDRANIL DUTTA, Mrs SOMA DUTTA, Mr SAMRAT DUTTA, Mrs MINATI ADHAY, Mrs MONDIRA DEY, Mr ASHOK KUMAR GUPTA			



of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr AJIT KUMAR DUTTA	FLAIR CONSTRUCTION-0.758542 Dec
2	Mr INDRANIL DUTTA	FLAIR CONSTRUCTION-0.758542 Dec
3	Mrs SOMA DUTTA	FLAIR CONSTRUCTION-0.758542 Dec
4	Mr SAMRAT DUTTA	FLAIR CONSTRUCTION-0.758542 Dec
5	Mrs MINATI ADHAY	FLAIR CONSTRUCTION-0.758542 Dec
6	Mrs MONDIRA DEY	FLAIR CONSTRUCTION-0.758542 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr AJIT KUMAR DUTTA	FLAIR CONSTRUCTION-505.33333300 Sq Ft
2	Mr INDRANIL DUTTA	FLAIR CONSTRUCTION-505.33333300 Sq Ft
3	Mrs SOMA DUTTA	FLAIR CONSTRUCTION-505.33333300 Sq Ft
4	Mr SAMRAT DUTTA	FLAIR CONSTRUCTION-505.33333300 Sq Ft
5	Mrs MINATI ADHAY	FLAIR CONSTRUCTION-505.33333300 Sq Ft
6	Mrs MONDIRA DEY	FLAIR CONSTRUCTION-505.33333300 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Mr AJIT KUMAR DUTTA	FLAIR CONSTRUCTION-83.50000000 Sq Ft
2	Mr INDRANIL DUTTA	FLAIR CONSTRUCTION-83.50000000 Sq Ft
3	Mrs SOMA DUTTA	FLAIR CONSTRUCTION-83.50000000 Sq Ft
4	Mr SAMRAT DUTTA	FLAIR CONSTRUCTION-83.50000000 Sq Ft
5	Mrs MINATI ADHAY	FLAIR CONSTRUCTION-83.50000000 Sq Ft
6	Mrs MONDIRA DEY	FLAIR CONSTRUCTION-83.50000000 Sq Ft



20-27-07-2022

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

Presented for registration at 14:29 hrs on 27-07-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr ASHOK KUMAR GUPTA .

**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 1,08,36,037/-

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

Execution is admitted on 27/07/2022 by 1. Mr INDRANIL DUTTA, Son of Late BAIDYA NATH DUTTA, 53, JAINUDDIN MISTRY LANE, P.O: ALIPORE, Thana: Chetla, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business, 2. Mrs SOMA DUTTA, Wife of Mr BAIDYA NATH DUTTA, 53, JAINUDDIN MISTRY LANE, P.O: ALIPORE, Thana: Chetla, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business, 3. Mr SAMRAT DUTTA, Son of Late BAIDYA NATH DUTTA, 53, JAINUDDIN MISTRY LANE, P.O: ALIPORE, Thana: Chetla, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Student, 4. Mrs MINATI ADHAY, Wife of Mr SUBHANANDA DUTTA, 10A, HARISABHA STREET, P.O: KHIDDERPORE, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by Profession Others

Indetified by Mr SAIKAT GANGULY, , , Son of Mr SACHIDA NANDA GANGULY, ALIPORE JUDGES 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 27-07-2022 by Mr ASHOK KUMAR GUPTA, PROPRIETOR, FLAIR CONSTRUCTION, 2, DHARMADAS ROW, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Indetified by Mr SAIKAT GANGULY, , , Son of Mr SACHIDA NANDA GANGULY, ALIPORE JUDGES 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 9,053/- ( B = Rs 9,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 9,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/07/2022 1:25PM with Govt. Ref. No: 192022230083853251 on 27-07-2022, Amount Rs: 9,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKU3221997 on 27-07-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 20,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 288795, Amount: Rs.100/-, Date of Purchase: 20/05/2022, Vendor name: A Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/07/2022 1:25PM with Govt. Ref. No: 192022230083853251 on 27-07-2022, Amount Rs: 20,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKU3221997 on 27-07-2022, Head of Account 0030-02-103-003-02



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

21-08-2022

**Endorsement by Commissioner after execution of Visit Commission Case No:-003525 of 2022**

1. Having visited the residence of Mr AJIT KUMAR DUTTA, , Son of Late BAIDYA NATH DUTTA, 53, JAINUDDIN MISTRY LANE, P.O: ALIPORE, Thana: Chetla, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Retired Person I have this day examined the said Mr AJIT KUMAR DUTTA who has been identified to my satisfaction by Mr SAIKAT GANGULY, , , Son of Mr SACHIDA NANDA GANGULY, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate AND the said Mr AJIT KUMAR DUTTA has admitted the execution of this document
2. Having visited the residence of Mrs MONDIRA DEY, , Wife of Mr KRISHNA CHANDRA DEY, 3/2, KAILASH BOSE LANE, P.O: SHIBUR, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Others I have this day examined the said Mrs MONDIRA DEY who has been identified to my satisfaction by Mr SAIKAT GANGULY, , , Son of Mr SACHIDA NANDA GANGULY, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate AND the said Mrs MONDIRA DEY has admitted the execution of this document



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

On 22-08-2022

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

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



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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 445314 to 445379

being No 160313014 for the year 2022.



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2022.08.22 17:43:43 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/08/22 05:43:43 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)