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भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

भारत  
सत्यमेव जयते  
INDIA

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document.

Asstt. Dist. Sub-Registrar  
Khorra, South 24 Parganas

06 MAY 2016

**MEMORANDUM OF DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT made on this 5<sup>th</sup> day of May, 2016, BETWEEN (1) SMT KRISHNA CHAKRABORTY, wife of Late Sibdas Chakraborty, by faith-Hindu, by occupation-House wife, by Nationality Indian having her PAN No:- AULPC7223L residing at 120B Raja S C Mullick Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata-

700047, (2) **SMT.MADHUMITA CHAKRABARTI GOSWAMI**, daughter of Late Sibdas Chakraborty, wife of Sri Sujit Goswami, by faith Hindu, by occupation Service, by Nationality Indian having her **PAN No:-ACHPC3040R**, residing at 255, N.S.C. Bose Road, Maitri Apartment, Flat no- 108, 1<sup>st</sup> floor, P.O. Naktala, P.S.-Netaji Nagar, Kolkata-700047 and (3) **SRI SOMNATH CHAKRABARTI**, son of Late Sibdas Chakraborty, by faith Hindu, By occupation Business, by Nationality Indian, having his **PAN No:-ATPPC4262J** residing at 120B Raja S.C. Mullick Road, P.O. Nektala, P.S.-Netaji Nagar, Kolkata-700047 hereinafter referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to subject or context be deemed to mean and include their heirs, Executors, administrators, legal representatives and assigns) of the **ONE PART.**

**A N D**

**M/S. DESCON**, a Proprietor ship firm, having its office at \*114/W, Raja Subodh Chandra Mullick Road "Akaash Apartment" Block 2/2, P.O. Naktala, Police Station -Netaji Nagar, Kolkata-700047, represented by its sole Proprietor namely **SRI SUBHANKAR DEY**, son of Late Subhas Chandra Dey by faith-Hindu, by occupation-Business, having his **PAN NO:- AFKPD5852J** residing at 114/W, Raja Subodh Chandra Mullick Road "Akaash Apartment" Block 2/2, P.O. Naktala, Police Station-Netaji Nagar, Kolkata-700047, (hereinafter referred to as the "**DEVELOPER**")

(which term or expression shall unless excluded by or repugnant to subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives, nominees and/or assigns) of the **OTHER PART.**

**WHEREAS** One Jamindar Sri Debendra Nath Sarkar and was the owner in respect of **ALL THOSE** pieces and parcel of Bastu land measuring about 26(Twenty six) Decimals equivalent to 16(sixteen) cottahs 0(Zero) chittaks 0(Zero) sq.ft be the same little more or less lying and situated at Mouza -Baisnabghata, Pargana-Khaspur, J.L.no-28, District collector Touzi No 151 & 56, under khaitan No- 284, Dag No-361 within limits of Tollygunge municipality police station Sadar Tollygunge, District 24 Parganas;

**AND WHEREAS** that after abolition of jamindari rules in west Bengal that aforesaid land was recorded District settlement survey in the name Sri Sabadali Dhawa as a bonafied dukhardar in accordance with law;

**AND WHEREAS** in pursuance of the District settlement survey record the said Sri Sabadali Dhawa was the sole and absolute recorded owner in respect of **ALL THOSE** pieces and parcel of Bastu land measuring about 26(Twenty six) Decimals equivalent to 16(sixteen) cottahs 0(Zero) chittaks 0(Zero) sqft be the same little more or less lying and situated at Mouza-

Baisnabghata, Pargana-Khaspur, J.L.no-28, District collector Touzi No 151 & 56, under Khaitan No- 284, Dag No-361 within limits of Tollygunge municipality police station Sadar Tollygunge, District 24 Parganas and he enjoying the said property without any interruption from any corner ;

**AND WHEREAS** thereafter the said Sabadali Dhawa erected a residential house upon the aforesaid land and lived with his family member without interruption from any corner ;

**AND WHEREAS** while in the possession and enjoying the said landed property the said Sabadalidhawa died intestate leaving and surviving his only son Nuruddin Dhawa alias Hada Dhawa and 2(two) married Daughter (1) Smt. Ratan Bibi and (2) Moni Bibi as his only legal heirs and/or successors of Deceased Sabadani Dhawa and his wife pre-deceased him long before ;

**AND WHEREAS** after demise of Sabadali Dhawa (since deceased) his legal heirs Puruddin Dhawa alias Hada Dhawa (son) and Smt.RatanBibi (daughter) and Smt Moni bibi were undivided joints owners in respect of **ALL THOSE** pieces and parcel of Bastu land measuring about 26(Twenty six) Decimals equivalent to 16(sixteen) cottahs 0(Zero) chittaks 0(Zero) sqft be the same little more or less lying and situated at Mouza Baisnabghata Pargana Khaspur, J.L.no-28, District Collector Touzi No

151 & 56, under Khaitan No- 284, Dag No-361 within limits of Tollygunge municipality police station Sadar Tollygunge, District 24 Parganas and they enjoying the said property without any interruption from any owners;

**AND WHEREAS** by a registered deed of conveyance dated 22<sup>nd</sup> day of April 1939 made between (1) Puruddin Dhawa (2) Smt. Rattan Bibi therein jointly referred to as the vendors and Smt . Amiyobala Dey Sarkar wife of Sri Khagendra Nath Dey Sarkar residing at 396, Netaji Subhas Bose Road, Kolkata therein referred to as the purchaser and for the consideration mentioned therein and as such the vendors therein named conveyed, sold, transferred, assign and assured into in favour one Sri Binoy Bhusan Chakraborty as benamdar in respect of their share of the aforesaid land absolutely for ever the said deed of conveyance was duly registered at sub-registered, Alipore 24 Parganas and recorded in book no-I, volume No-6, pages from 224 to 226 Being No-394 for the year, 1939

**AND WHEREAS** thereafter subsequently Moni Bibi other heirs of Sabadali Dhawa since deceased sold her share of the aforesaid land by a registered deed of conveyance on 5<sup>th</sup> day of May 1939 to Smt. Amiya Bala Dey Sarkar in the name of Benamdar Of Sri Binoy Bhusan Chakraborty absolutely forever. The said deed of conveyance was duly registered at sub-registrar, Alipore District 24 Parganas and recorded in Book No-I, volume No-46, pages from 195 to 197, being no-1566 for the year 1939 ;

**AND WHEREAS** by virtue of the abovementioned two registered deed of conveyance dated 22<sup>nd</sup> day of April, 1939 being no 394 and deed of conveyance dated 5<sup>th</sup> day of may, 1939 being no -1566 the said Amiyabala Deysarkar was sole and absolute owner in respect of **ALL THOSE** pieces and parcel of Bastu land measuring about 26(Twenty six) Decimals equivalent to 16(sixteen) cottahs 0(Zero) chittaks 0(Zero) sq.ft be the same little more or less lying and situated at Mouza- Baisnabghata, Pargana- Khaspur, J.L.no-28, District collector touzi No 151 & 56, under khaitan No- 284, Dag No-361 within limits of Tollygunge municipality police station Sadar Tollygunge, District 24 Parganas; without having any right title and possession of the said benamdar Sri Binoy Bhusan Chakraborty in respect of the aforementioned land ;

**AND WHEREAS** thereafter Sri Binoy Bhusan Chokraborty being the Benamdar of the aforesaid landed property has executed and registered a deed of relinquishment in Bengali (N DaleiPatra) on 2<sup>nd</sup> day of April 1950 in favour of Smt. Amiyabaladey Sarkar which was registered at joint sub-registrar Alipore, district 24 Parganas and recorded in Book No-1, volume No-37 Pages from 120 to 122 being no-1383 for the year 1950 ;

**AND WHEREAS** due to urgent need of money said Smt. Amiyabala Dey Sarkar had collected the money by mortgage the said landed property by a deed of mortgage subsequently thereafter said Smt. Amiyabala Dey

Sarkar repayment all the money whatsoever to the mortgage and release the aforesaid land from the mortgage by a deed of release on 8<sup>th</sup> day of February 1955 in accordance with law ;

**AND WHEREAS** by above mention said Smt. Amiyabala Dey Sarkar was sole and absolute owner in respect of **ALL THAT** pieces and parcel of Bastu land measuring about 26(Twenty six) Decimals equivalent to 16(sixteen) cottahs 0(Zero) chittaks 0(Zero) sqft be the same little more or less lying and situated at Mouza-Baisnabghata, Pargana-Khaspur, J.L.no- 28, District collector Touzi No 151 & 56, under khaitan No- 284, Dag No- 361 within limits of Tollygunge municipality police station Sadar Tollygunge, District 24 Parganas;

**AND WHEREAS** while in the possession and enjoying the said landed property enjoying the said landed property Smt. Amiyabala Dey Sarkar has decided to sell the abovementioned landed property ;

**AND WHEREAS** by a registered deed of conveyance dated 13<sup>th</sup> day of December 1957 (in Bengali) corresponding to Bengali year 27<sup>th</sup> day of Aghrayan 1364 made between (1) Smt. Santi Sinha wife of Sri Ajit Kumar Sinha and (2) Sri Ajit Kumar sinha son of late Jatindra Nath Sinha, both are residing at 99A, Beltala Road, police Station Bhawanipur, district 24 Parganas therein jointly referred to as vendors and (1) Smt.Sovana Devi,

wife of Sri Haresh Chandra Bhattacharjee and (2) Sri Shibdas Chakraborty, son of Jatindra Kumar Chakraborty both are residing at Sisir villa, kamdahari, police station Tollygunge, district 24 parganas therein referred to as the purchasers and for the consideration mentioned therein and such the vendor therein named granted, conveyed, sold, transferred, assign and assured unto in favour of the purchasers therein named in respect of **ALL THAT** pieces and parcel of Bastu land measuring about 26(Twenty six) Decimals equivalent to 16(sixteen) cottahs 0(Zero) chittaks 0(Zero) sqft be the same little more or less lying and situated at Mouza-Baisnabghata, Pargana-Khaspur, J.L.no-28, District collector Touzi No 151 & 56, under Khaitan No- 284, Dag No-361 within limits of Tollygunge municipality police station Sardar Tollygunge, District 24 Parganas; absolutely forever. The said deed of conveyance (in Bengali) dated 13<sup>th</sup> day of December, 1957 was duly registered at sub-registrar Alipore Sadar, District 24 Parganas and recorded in book no-1, volume No 163, pages from 37 to 45 being no 9665 for the year 1957;

**AND WHEREAS** by virtue of the registered deed of conveyance(in Bengali) dated 13<sup>th</sup> day of December, 1957 the said (1) Smt. Sovana Debi and (2) Sri Shibdas Chakraborty was undivided joint owners in respect of **ALL THAT** pieces and parcel of Bastu land measuring about 26(Twenty six) Decimals equivalent to 16(sixteen) cottahs 0(Zero) Chittaks 0(Zero) square feet be the same little more or less lying and situated at Mouza-



Baisnabghata, Pargana-Khaspur, J.L.no-28, District collector Touzi No 151 & 56, under khaitan No- 284, Dag No-361 within limits of Tollygunge municipality police station Sardar Tollygunge, District 24 Parganas; and they enjoying the said property without any interruption from any corner ;

**AND WHEREAS** by a amicable agreement for partition deed (in Bengali) dated 19<sup>th</sup> day of April 1960 corresponding to 6<sup>th</sup> day of Baishak 1367 made between Sri Shibdas Chakraborty son of Sri Jatindra kumar Chakraborty residing at Baishnabghata, police station sadartollygunge, Kolkata-700032 therein referred to as the first party (prathampakha) and Smt. Sovana Debi, wife of Sri Haresh Chandra Bhattacharjee, residing at baishnabghata, police station Sadar Tollygunge Kolkata-700032 therein referred to as the second party (Dityapakha) and as such the parties therein named amicable separations their landed property in equal share in respect of **ALL THAT** pieces and parcel of Bastu land measuring about 26(Twenty six) Decimals equivalent to 16(sixteen) cottahs 0(Zero) chittaks 0(Zero) square feet be the same little more or less lying and situated at Mouza - Baisnabghata, Pargana-Khaspur, J.L.no-28, District collector Touzi No 151 & 56, under Khaitan No- 284, Dag No-361 within limits of Tollygunge municipality police station Sardar Tollygunge, District 24 Parganas; morefully particularly described therein under written in accordance with law;

**AND WHEREAS** by virtue of the amicable Agreement for Partition deed (in Bengali dated 19<sup>th</sup> day of April) 1960 Sri Shibdas Chakraborty was "sole and absolute owner in respect of **ALL THAT** pieces and parcel of Bastu land measuring about 13(thirteen) decimal out of 26(twenty six) Decimals equivalent to 7(seven) cottahs 14(fourteen) chittaks 0(Zero) square feet be the same little more or less lying and situated at Mouza-Baisnabghata, Pargana-Khaspur, J.L.no-28, District collector Touzi No 151 & 56, under Khaitan No- 284, Dag No-361 within limits of Tollygunge municipality police station Sadar Tollygunge, District 24 Parganas as mentioned in the "ka" schedule thereunder written and delineated in the map or plan annexed therewith and marked with yellow colour border line ;

**AND WHEREAS** by virtue of the amicable Agreement for partition deed (in Bengali) dated 19<sup>th</sup> day of April, 1960 Smt. Sovana Debi was sole and absolute owner in respect of **ALL THAT** pieces and parcel of Bastu land measuring about 13(thirteen) decimal out of 26(twenty six) Decimals equivalent to 7(seven) cottahs 14(fourteen) chittaks 0(Zero) sqft be the same little more or less lying and situated at Mouza Baisnabghata Pargana Khaspur, J.L.no-28; District collector Touzi No 151 & 56, under Khaitan No- 284, Dag No-361 within limits of Tollygunge municipality police station Sardar Tollygunge, District 24 Parganas as mentioned in the "Kha" schedule thereunder written and delineated in the map or plan annexed therewith and marked with yellow colour border line ;

**AND WHEREAS** thereafter in pursuance of the abovementioned Amicable Partition of land the said Sri Shibdas Chakraborty mutated his bastu land as mentioned hereinabove written before the Kolkata municipal corporation assessment register as a owner's thereof and the said property known as Kolkata municipal corporation premises no 120B, Raja Subodh Chandra Mullick Road Assessee No 21-100-08-0127-0, Ward No 100, police station Jadavpur, Kolkata; district 24 Parganas (south).

**AND WHEREAS** thereafter Sri Shibdas Chakraborty has erected/constructed a two storied residential building upon the said bastu land/property and paying all the rates and taxes whatsoever to the concern department regularly and enjoying the said property without any interruption from any corner.

**AND WHEREAS** while in the possession of the aforesaid property Sri Shibdas Chakraborty died intestate on 3<sup>rd</sup> August, 1998, and leaving and surviving his wife Smt. Krishna Chakraborty only son Sri Somnath Chakrabarti two daughter (1) Smt. Madhumita Chakrabarti (Goswami) and (2) Smt. Sangamitra Chakrabarti as his only legal heirs and/or successor and they inherited all movable and immovable property left behind by the deceased Shibdas Chakraborty and each one of the got the undivided  $\frac{1}{4}$  share of the said property (land & Building) in equal shares in accordance with the Hindu succession Act, 1956 ;

**AND WHEREAS** after demise of Shibdas Chakraborty his legal heirs namely (1) Smt. Krishna Chakraborty (wife) (2) Sri Somnath Chakrabarti (son) (3) Smt. Madhumita Chakrabarti Goswami and (4) Smt. Sangamitra Chakraborty was undivided joint owners in respect of **ALL THAT** the piece and parcel of bastu land measuring about 7(seven) cottahs 14 (fourteen) chittaks 0 (zero) sqft be the little more or less together with two storied residential building standing thereon lying and situated at Mouza- Baishnabghata, Pargana-khaspur, J.L. NO-28, Touzi No-151 & 56 under khatian No 284, Dag No-361, being Kolkata Municipal corporation premises No-120B, Raja Subodh Chandra mullick Road, Assesse no- 21-100-08-0127-0 Ward No 100 police station jadavpur Kolkata 700047 district 24 parganas (south) and they mutated their names before the Kolkata municipal corporation assessment register as a owners thereof and they paying all the rates and taxes whatsoever before the concern department time to time and they enjoying the said property without any interruption from any corner ;

**AND WHEREAS** during the possession of the aforesaid property Smt. Sangamitra Chakraborty daughter of late Shibdas Chakraborty died intestate as spinster on 15 day of October, 2010 and surviving and leaving her behind her mother Smt. Krishna Chakraborty only brother Sri Somnath Chakrabarti and only married sister Smt. Madhumita Chakrabarti Goswami as her only legal heirs and successors and they

inherited the  $\frac{1}{4}$  share and/or interest of the aforesaid land and building in equal share left behind by the decease Sangamitra Chakraborty and each one have got the undivided  $\frac{1}{3}$  share of the deceased Sangamitra Chakraborty in accordance with the hindu succession Act, 1956 ;

**AND WHEREAS** that after demise of Sangamitra Chakraborty his legal heirs namely (1)Smt. Krishna Chakraborty (mother) (2) Sri Somnath Chakrabarti (brother) (3) Smt.Madhumita Chakrabarti Goswami (sister) is undivided joint owners in respect of **ALL THAT** the piece and parcel of bastu land measuring about 7(seven) cottahs 14 (fourteen) chittaks 0 (zero) sqft be the little more or less together with two storied residential building standing thereon lying and situated at Mouza - Baishnabghata Pargana - khaspur, J.L. NO-28, Touzi No-151 & 56 under khatian No 284, Dag No-361, being Kolkata Municipal corporation premises No-120B, Raja subodh Chandra mullick road, Assesse No- 21-100-08-0127-0 Ward No 100 police station jadavpur Kolkata 700047 district 24 parganas (south) morefully described hereunder written in the first schedule and they are enjoying the said property without any interruption from any corner ;

**AND WHEREAS** now at present (1) Smt Krishna Chakraborty wife of late Shibdas Chakraborty (2) Sri Somnath Chakrabarti, son of late Shibdas chakraborty and(3) Smt. Madhumita Chakrabarti (Goswami) daughter of

late Shibdas Chakraborty wife of Sri Sujit Goswami is undivided joint owners and they seized possessed and other wise well and sufficiently entitled to **ALL THAT** the piece and parcel of bastu land measuring about 7(seven) cottahs 14 (fourteen) chittaks 0 (zero) sqft be the little more or less together with two storied cemented floor residential house total measuring about 2400 Sq.ft. covered area (ground floor 1200 Sq.ft. covered area and first floor 1200 Sq.ft. covered area) more or less lying and situate at Mouza - Baishnabghata, Pargana - khaspur, J.L. NO-28, Touzi No-151 & 56 under khatian No 284, Dag no-361, being Kolkata Municipal corporation premises no-120B, Raja subodh Chandra mullick road, Assessee no- 21-100-08-0127-0, KMC. Ward No 100 formerly police station Jadavpur, at present police station Nrtaji Nagar, Kolkata 700047 district 24-Parganas (south)herein after referred to as "**SAID PROPERTY**" morefully particularly described in the **FIRST SCHEDULE** hereunder written;

**AND WHEREAS** the owners herein have decided to construct the multi storied building upon the said property through the competent Developer and the Developer herein came to known about the intention of the owners and after verbal discussion between the parties hereto the owners agreed to Develop their landed property through the Developer herein and the Developer herein agreed to develop and/or construct the multi storied building upon the said property in accordance with law and developer has

inspected and searches all the papers, documents in respect of the property.

**AND WHEREAS** the parties hereto have agreed to enter into Memorandum of Development Agreement being these presents records in terms and conditions hereof.

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

1. This Memorandum of Development Agreement shall be deemed to have been commenced on and with effect from the date of execution of this Agreement.
2. The owners are fully competent to enter into this Agreement.
3. The owners declare that the said premises is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. There are no Thika Tenants in the said property.
5. There is no Temple, Mosque, debutter or burial ground on the said property.
6. The Owners shall entitled to get 50(Fifty) % of the Sanction FAR Subject to sanctioned the G+3 storied building plan of the proposed Building together with non-refundable and non-adjustable sum of

Rs. 60,00,000/- (Rupees Sixty Lakhs) only. The owners allocation is fixed there will be no escalation of Owners allocation under any circumstances hereinafter referred to as the **"OWNERS ALLOCATION"** more fully particularly described in the **SECOND SCHEDULE** hereunder written.

7. The Developer shall entitled to get the remaining 50(Fifty)% of Sanction FAR Subject to sanctioned the Building plan G+3 storied of the proposed buildings together with undivided undemarcated impartible proportionate share and/or interest of the vacant land and land underneath the said property along with all easement rights, liberties and privileges and with all common amenities and facilities whatsoever of the said proposed building of the said property hereinafter referred to as the **"DEVELOPER'S ALLOCATION"** morefully particularly described in the **THIRD SCHEDULE** hereunder written.
8. The Owners hereby grants subject to what has herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said property and construct the building on the said property in accordance with the sanction building plan to be sanctioned by the competent authority.
9. That after sanction of the building plan the parties hereto entered into an Agreement for allocation within 30 days from the date of sanction Building plan as mentioned hereunder written.



10. Simultaneously with the delivery of possession of the said property to the Developer, the Owners shall also deliver to the Developer all the original documents of title in their possession relating to the said property which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the owners and thereafter the Developer shall be at liberty either to retain the same or deliver the same to the association of the Flat owners of the proposed building.
11. The owners shall grant a registered Power of Attorney in favour of the Developer for the purpose of construction of said Multi storied building.
12. The Owners shall also grant a registered power of attorney in favour of the said Developer for representing the owner in all documents for sale of the Developer's Allocation to the Transferee or any intending purchaser/purchasers.
13. The owners shall arrange to hand over possession of the area under his occupation at the said premises within 30 (thirty) days from the date of execution of this Agreement.
14. The Developer shall on completion of the new building in all respect put the owners in undisputed possession of the owners allocation together with all rights in common in the common portions and common facilities along with all easement rights within 24 (twenty four) months from the date of sanction the Building plan subject to

the property is free from all encumbrances and subject to the obtaining the completion certificate of the new building from the Kolkata Municipal Corporation building Department. That after completion of proposed building the Developer shall handover the possession of owners allocation to the owners first, there after Developer shall have liberty to handover the possession of Developer Allocation to the intending purchaser/s.

15. Subject as aforesaid, the common portion of the said new building and the open spaces and roof shall jointly belong to the Developer and the owners in proportion to their sharing ratios.
16. It is specifically mentioned that after sanction the Building plan the parties hereto execute the Agreement for allocation for identified their allocation in accordance with their sharing floor as mentioned herein above written mutually agreed by and between the parties hereto.
17. The owners shall be entitled to transfer or otherwise deal with Owner's Allocation to the any intending purchaser/buyer or any person/persons in the new building at their own choice and the developer herein shall not in any way interfere.
18. The Developer shall subject to the provisions herein contained be exclusively entitled to the Developer's Allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without any rights, claim or interest whatsoever, therein

- of the owners and the owner's herein shall not in any way interfere with or disturb of the Developer's Allocation. It is specifically mentioned that all the consideration whatsoever in respect of the Developer's Allocation shall be deposited in the Developers account in that event owners shall not claim/ or demand any money or consideration from the Developer in future at all.
19. The quality of the materials to be used by the Developer in construction of the building shall be certified by the Architect from time to time and unless the same is certified, the Developer would not use the said materials.
20. It is specifically mentioned that the owners shall liable to pay Income Tax, Wealth Tax, Central Govt. Service Tax, B.L & L.R.O Taxes, Municipal Tax and other statutory taxes whatsoever in respect of owner's allocation in that event the Developer herein have no concern therewith.
21. Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification as stated in the **FIFTH SCHEDULE** hereunder shall be final and binding upon the parties hereto.
22. The Developer shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the said new building and various units and/or

apartments therein in accordance with the building sanction plan and any subsequent amendment thereto or modification thereof made or caused to be made by the Developer.

23. All costs, charges and expenses, including Architect's fees or any damage accident claim loss caused owing to negligence, carelessness and/or any other reason during the construction or erection of the building or buildings at the said property shall be discharged by the Developer and the owner shall bear no responsibility in this context.
24. The Developer shall pay and bear all statutory taxes, water taxes and insurance premiums as would be levied by the Government or any statutory authorities in respect of the said property on and from the execution of these presents till the date of the owners receiving the owner's allocation from the developer as stated herein in the new building and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
25. As soon as the new building is completed, the Developer shall give notice to the owners requiring the owners to take possession of the Owner's Allocation in the building and if there be no dispute regarding the completion of the building in terms of this Agreement and according to the specifications as stated hereunder and as per the sanction plan and the certificate of the Architect being produced

to that effect, then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the owners shall be exclusively responsible for payment of all property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity, referred to as the said rates) with effect from the date of delivery of possession of the said Owner's Allocation, payable in respect of the said Owner's Allocation.

26. As and from the date of service of notice of possession, the owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building which will be fixed and/or determined mutually from time to time for the common facilities in the new building or buildings payable in respect of the Owner's Allocation.
27. The owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building at the said premises.
28. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
29. Both the parties shall abide by all laws, by-laws, rules and regulations of the government, local bodies as the case may be and

shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

30. The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.
31. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the new building or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
32. No goods or other items/ materials shall be kept by the owner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridors, passages, landings and other places of common use in the new building and in case any such hindrance is caused, the

- Developer or the owner, as the case may be, shall be entitled to remove the same at the risk and cost of the other.
33. Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compounds corridors or any other portion or portions of the new building.
  34. The Owners shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities drains, gas and water pipes and electric wires and for any similar purposes.
  35. The owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said property by the Developer, but the owner shall have the right to supervise the construction of the new building or buildings at the said premises either personally or through their men or by employing experts at their own costs.
  36. The owners hereby agree and covenant with the Developer that the owners shall sign and execute all the Deed of Conveyance and Agreement for Sale whatsoever in favour of the intending

purchaser/purchasers in respect of the Developer's allocation, as per Third Schedule hereunder written in accordance with the terms and conditions herein contained.

37. Upon the Developer's constructing and delivering possession to the owners of the Owner's Allocation, the Owners shall hold the same on the same terms and conditions and restrictions as regards the user and maintenance of the buildings as the other flat purchasers of the building would hold and shall pay the statutory rates and taxes, maintenance charges regularly in respect thereof as the flat purchasers of the Developer's allocation would pay.
38. The Developer hereby agrees and covenants with the owner to complete the construction of the new building at said premises/property in terms of the sanction plan within a period of 24 (twenty four) months from the date of sanction the building plan and the owners shall allow to 06 (six) months grace/additional period to the Developer for complete the said proposed building subject to obtaining the completion certificate of the new building from concern department in accordance with law. If the developer cannot complete the proposed multistoried building with in the above mention stipulated time, in this condition Developer will pay 10,000/- (ten thousand only) per month to the owners as penalty.
39. It is specifically mentioned that after execution of the these presents that if any litigation arises (Civil proceeding) in respect of the said



- property, the owner shall dissolve the said litigation whatsoever at their own cost and expenses.
40. In these presents Developer shall pay non-refundable, non-adjustable sum of Rs. 60,00,000/- (Rupees Sixty Lakh) only to the owners. The Developer herein shall pay sum of Rs.30,00,000/- (Rupees Thirty Lakh) only to the owners at the time of execution of this agreement and balance amount of Rs.30,00,000/- (Rupees Thirty Lakh) only will be paid by the Developer to the owners between the completion of foundation(Tie-beam) or within 5 months from the date of this agreement whichever is earlier.
41. The owners shall liable to pay the proportionate share of common expenses on and from the takeover possession the Owner's Allocation from the Developer more fully particularly described in the **SIXTH SCHEDULE** hereunder written.
42. The owners hereby agrees and covenants with the Developer that the owners shall pay the proportionate costs and expenses of common electric meters, Transformer( if required),water purifier plant and generator and actual cost of bringing the personal electric meter to the Developer on or before delivery of owner's allocation to the owner.
43. As and from the date of completion of the new building, the Developer and/or its transferees and the owners and/or their transferees shall each be liable to pay and bear proportionate

- charges on account of Tax and other taxes payable in respect of their allocations.
44. The owner shall enjoy the common areas and facilities whatsoever with the other co-owners as mentioned in the **FOURTH SCHEDULE** hereunder written.
45. It is further specifically mentioned that the owner herein shall liable to pay the Central Govt. Service Tax together with any other statutory taxes whatsoever to the concern department through the Developer in respect of owner's allocation in accordance with law. If necessary the Developer shall provide alternative accommodation to the owners during the construction period within the near localities of the said premises and rent shall be borne by the Developer in this respect.
46. If any dispute arises between the parties hereto that such dispute shall be dissolve by and between the parties hereto by mutual understanding. No third party opinion shall be entertained under any circumstances.
47. In this memorandum of Agreement all rights and obligation will be binding upon all the successors of both the parties.
48. Force majeure shall mean flood, earthquake, riot, war, storm, hurricane, Tsunami, typhoon, tempest, civil commotion, inundation non availability of building materials and/or any other act or commission beyond the control of the parties hereto.

49. The High Court at Calcutta and Courts subordinate thereto shall exclusively have jurisdiction to entertain by and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the said Property)**

**ALL THAT** the piece and parcel of bastu land measuring about 7(seven) cottahs 14 (fourteen) chittaks 0 (zero) sqft be the little more or less together with two storied residential building standing thereon lying and situated at Mouza Baishnabghata Pargana Khaspur, J.L. NO-28, Touzi No-151 & 56 under khatian No 284, Dag No-361, being Kolkata Municipal corporation Premises No-120B, Raja Subodh Chandra Mullick Road, Assessee no- 21-100-08-0127-0 Ward No 100, Post Office Nakatala, Police Station Netaji Nagar, Kolkata 700047 district 24 Parganas (south) and butted and bounded in the following manner :

- ON THE SOUTH : House of Subrata Bhattacharya. And others.**
- ON THE NORTH : House of P.K.Gupta.**
- ON THE EAST : 16' feet wide KMC Road.**
- ON THE WEST : House of Mr. Bashak. And Others.**

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Owner's Allocation)**

**ALL THAT** the Owners shall entitled to get 50(Fifty) % of total sanction FAR of the proposed G+3 building together with non-refundable and non-adjustable sum of Rs. 60,00,000/- (Rupees Sixty Lakhs) only with all easement rights, liberties privileges and right use and enjoyment of common amenities & facilities whatsoever of the proposed residential building of the said property as mentioned hereinabove written in the first schedule.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Developer's Allocation)**

**ALL THAT** The Developer shall entitled to get the remaining 50(Fifty) % of Sanction FAR of the proposed G+3 Building together with undivided undemarcated impartible proportionate share and/or interest of the vacant land and land underneath the said property along with all easement rights, liberties and privileges and with all common amenities and facilities whatsoever of the said proposed building of the said property as mentioned hereinabove within in the First Schedule.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Description of the Common areas and Facilities)**

1. Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
2. Staircase on all the floors and roof.
3. Staircase landing and lift landings on all floors.
4. Commons passage and lobby on the ground floor excepting for garage space area-if any.
5. Water pump, water tank, water pipes, water purifier/treatment plant and other common plumbing installations.
6. Electrical Substation, electrical writing meter room, Generator and fittings (excluding those as, are installed for any particular unit).
7. Water and sewerage evacuation pipes from the units to drains and sewers common to the building(s).
8. Drainage, sewers and pipes, from the building to the Municipal drainage.
9. Pump House.
10. Boundary walls and main gates.
11. Ventilation duct.
12. Lift.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Described of the Specification of the said new proposed building)

- 1.(a) Main R.C.C. structure will be designed by eminent Engineer and quality I.S.I., marked cement and steel will be used. All outside brick work will be either 10 inch, 8 inch or 5 inch, as per requirement of the elevation
- (b) All 3 inch brick work will be with the wire reinforcement in every 3rd layer.
2. **DOORS** : All doors opening will be made as per sanctioned plan and Door frame of Sal Wood or equivalent as available, Section will be 4" x 2.5" for Main door, Bed Room and 4" x 2.2" for other doors. All shutters will be made of both sides water proof commercial ply Flush Door pressed of 35 mm thickness.
  - (1) Godrej Lock in Main Door.
3. **PLASTER** : All walls shall be plastered with 1:6 Cement Mortar Ceiling with 1:4 Cement Mortar.
4. **FLOORING** : Vitrified Tiles/Tiles/marvel flooring in all Bedroom, living/ dining room, varanda and skirting up to 0.1 mt. height .
5. **TOILET** : Antiskid tiles/marbel flooring and glazed tile dado 1.5 mt. (6 Ft.).
6. **KITCHEN** : Cooking platform Green marvel/Granite with support with blank stone, stainless steel sink 17" X 20".Dado upto 2' above

from kitchen counter top level plain white/coloured glazed tiles over kitchen counter all along.

7. **WINDOWS** : Steel glazed/Aluminum sliding window with grill designed by Builder. The window of the toilets shall have steel/aluminum frame with opaque glass.
8. **PAINTS** : All inside walls putty in Bed Rooms, D.D. Room, Kitchen and Toilet .

**EXTERNAL WALL:** The entire building shall be painted with reputed weather coat paint.(Asian Paint or Berger Paint)

9. **ELECTRICAL** : Concealed wiring (copper wire) Finolex/Havells

**BED ROOM** : 2 Light Points, 1 Fan Point, 1 Five Amp, Plug Point.  
2nos.A/C poin

**DRAWING/ DINING ROOM** :2 light points, two fan points, two 5 Amp. Plug point, one calling bell point and one 15 Amp. Plug point, one cable T.V. & Telephone line.one A/C point.

**KITCHEN &TOILET** : One light Point in each room, one 15 Amp. Plug point in kitchen and main toilet, and 5 Amp. Plug point each at kitchen and toilet for exhaust fan.

**BALCONY** : One light Points.

10. **SANITARY PLUMBING FITTING KITCHEN** : One steel sink(17"x20") on kitchen counter with suitable cock and one cock under the steel sink.

**TOILET** : Commode with low down PVC cistern, two bib cocks, one shower and one wash basin of matching size (white) all of reputed company.

**W.C:** One commode with P.V.C. cistern one bib cock, one shower all of reputed Company.

11. **ROOF** :i) Over the R.C.C. roof slab concrete screening and net cement finish on top.  
ii) 0.9 meters height parapet wall plastered and painted on both sides shall provide all around the roof slab.
12. **WATER SUPPLY** :i) Overhead reservoir will be provided at top as per design ii) Suitable electric pump and water purifier chamber will be installed for round the clock water supply.
13. **EXTRA WORK** : In addition to the above items if landowners wants to install additional items or wants to change the specification of any item be allowed after getting the permission from the consulting Engineer if the fulfills the following. An estimate for additional work, or the change item, shall be supplied by the Builder and the Landowners have to pay the total amount in advance to carry out these additional/changed items.
14. **COMPOUNDS** : Compound will be paved wherever required.
15. **COMMON FACILITIES** : The building will have overhead water tank, pump and underground water reservoir of required capacity,



common staircase and roof with light point, sewerage, septic tank etc.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

1. The expenses for maintenance, operating white washing, painting, charging or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls, staircase, roof foundation wall, main gate landing deep tube-well water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.
2. Cost of all, fuel etc. for running generator from time to time.
3. Cost of periodically inspecting servicing maintaining and ensuring the if any stand by generators, electrical and mechanical equipments, lift and other plants and machinery in the building.
4. Cost of the salaries, wages, fees and remuneration of caretakers, clerks bills, collectors, chowkidars/durwans, sweepers, mistries workmen and experts engaged and hired for the common purposes.
5. Such other or further expenses as are deemed necessary and/or incidental for the maintenance and upkeepment of the buildings and general common and facilities and/or for any other account whatsoever.

IN WITNESS WHEREOF the partite hereto have hereunto set and subscribed their respective hands and seals to those presents on the day, month and year first above written.

**SIGNED AND DELIVERED** by the within named **OWNERS** at Kolkata in the presence :

1. Navendra Yadav  
S/O - M. Yadav  
10, Santi Nagar Colony  
KOL - 40

2. Nandita Dey  
W/O Subhankar Dey  
114W, Raja S.C. Mallick Road  
Kolkata - 47

1) Krishna Chakrabarti

2) Madhumita Chakrabarti

3) Soumitra Chakrabarti

\_\_\_\_\_  
SIGNATURE OF THE OWNERS

**SIGNED SEALED AND DELIVERED** by the within-named **DEVELOPER** at Kolkata in the presence of :

1. Navendra Yadav

2. Nandita Dey

**DESCON**  
Subhankar Dey  
Proprietor

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

Drafted by  
Amibon Dutta  
Advocate  
High Court, Calcutta  
Enrolment No. F/1221/2008

RECEIVED within mentioned non-refundable, non-adjustable sum of Rs.30,00,000/- (Rupees Thirty Lakhs) only out of sum of Rs.60,00,000/- (Rupees Sixty lakhs) only from the within named Developer in respect of these presents as per Memo below:

**MEMO OF CONSIDERATION**

- (1) By NEFT dated 16.02.2015 from Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting Rs.50,000/- (Rupees Fifty thousand) only in favour of **SOMNATH CHAKRABARTI**.
- (2) By NEFT dated 09.03.2015 from Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting Rs.30,000/- (Rupees Thirty thousand) only in favour of **SOMNATH CHAKRABARTI**.
- (3) By A/c payee Cheque NO:-162190 dated 13.04.2015 drawn on Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting Rs.4,60,000/- (Rupees Four lakhs sixty thousand) only in favour of **KRISHNA CHAKRABORTY**.
- (4) By A/c payee Cheque NO:-162191 dated 13.04.2015 drawn on Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting Rs.3,20,000/- (Rupees Three lakhs twenty thousand) only in favour of **SOMNATH CHAKRABARTI**.
- (5) By RTGS dated 23.04.2015 from Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting Rs.5,00,000/- (Rupees Five lakhs) only in favour of **MADHUMITA CHAKRABARTI GOSWAMI**.

- (6) By NEFT dated 17.09.2015 from Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting **Rs.50,000/- (Rupees Fifty thousand)** only in favour of **SOMNATH CHAKRABARTI**.
- (7) By NEFT dated 17.09.2015 from Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting **Rs.50,000/- (Rupees Fifty thousand)** only in favour of **KRISHNA CHAKRABORTY**.
- (8) By A/c payee ChequeNO:-223227 dated 15.03.2016 drawn on Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting **Rs.2,00,000/- (Rupees Two lakhs)** only in favour of **SOMNATH CHAKRABARTI**.
- (9) By A/c payee ChequeNO:-223228 dated 15.03.2016 drawn on Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting **Rs.2,00,000/- (Rupees Two lakhs)** only in favour of **SOMNATH CHAKRABARTI**.
- (10) By A/c payee ChequeNO:-223229 dated 15.03.2016 drawn on Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting **Rs.2,25,000/- (Rupees Two lakhs twenty five thousand)** only in favour of **KRISHNA CHAKRABORTY**.
- (11) By A/c payee ChequeNO:-223230 dated 15.03.2016 drawn on Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting **Rs.2,25,000/- (Rupees Two lakhs twenty five thousand)** only in favour of **KRISHNA CHAKRABORTY**.
- (12) By A/c payee ChequeNO:-223232 dated 08.04.2016 drawn on Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting **Rs.2,50,000/-**

(Rupees Two lakhs fifty thousand) only in favour of **MADHUMITA CHAKRABARTI GOSWAMI**.

(13) By A/c payee Cheque NO:-223233 dated 08.04.2016 drawn on Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting **Rs.2,50,000/-** (Rupees Two lakhs fifty thousand) only in favour of **MADHUMITA CHAKRABARTI GOSWAMI**.

(14) By NEFT dated 04.05.2016 from Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting **Rs.1,50,000/-** (Rupees One lakh Fifty thousand) only in favour of **SOMNATH CHAKRABARTI**.

(15) By NEFT dated 04.05.2016 from Axis Bank Ltd, Garia Branch, Kolkata -700084, amounting **Rs.40,000/-** (Rupees Forty thousand) only in favour of **KRISHNA CHAKRABORTY**.

**TOTAL: Rs. 30,00,000/-** (Rupees Thirty Lakhs only)

**WITNESSES :**

1. *Narendra Yadav*

2. *Nandita Dey*

1) *Krishna Chakrabarti*

2) *Madhumita Chakrabarti*

3) *Soumitra Chakrabarti*

\_\_\_\_\_  
SIGNATURE OF THE OWNERS

# SPECIMEN FORM FOR TEN FINGERPRINTS



*Krishna Chakrabarti*

*Krishna Chakrabarti*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



*Madhumi Chakrabarti*

*Madhumi Chakrabarti*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



*Soumitra Chakrabarti*

*Soumitra Chakrabarti*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



*Subhankar Das*

*Subhankar Das*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger







Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue





OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16051000145972/2016

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt KRISHNA CHAKRABORTY 120B RAJA S C MULLICK ROAD, P.O.- NAKTALA, P.S.- Patull, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047	Land Lord			Krishna Chakraborty 05/05/2016
2	Smt MADHUMITA CHAKRABORTY GOSWAMI 255 N S C BOSE ROAD, MAITRI APPARTMENT, 1ST FLOOR, Flat No: 108, P.O.- NAKTALA, P.S.- Bansdroni, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047	Land Lord			Madhumita Chakraborty 5.5.2016

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr SOMNATH CHAKRABORTI 120B RAJA S C MULLICK ROAD, P.O.- NAKTALA, P.S.- Patuli, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700047	Land Lord			Somnath Chakraborti 05/05/2016
4	Mr SUBHANKAR DEY 114/W RAJA SUBODH CHANDRA MULLICK ROAD, AKAASH APARTMENT, Block/Sector: 2/2, P.O.- NAKTALA, P.S.- Patuli, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700047	Representative of Developer (M/S DESCON 1			Subhankar Dey 05/05/2016
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr BAPAN PAUL Son of Mr S PAUL ALIPORE POLICE COURT, P.O.- ALIPORE, P.S.- Alipore, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700027	Smt KRISHNA CHAKRABORTY, Smt MADHUMITA CHAKRABORTY GOSWAMI, Mr SOMNATH CHAKRABORTI, Mr SUBHANKAR DEY		Bapan Paul 05-05-16	

(Amitava Chanda)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 ALIPORE  
 South 24-Parganas, West  
 Bengal



**Will, Deed and Property Details**

**A. Land Lord & Developer Details**

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr SUBHANKAR DEY 114/W RAJA SUBODH CHANDRA MULLICK ROAD, AKAASH APARTMENT, Block/Sector: 2/2, P.O:- NAKTALA, P.S:- Patuli, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Smt KRISHNA CHAKRABORTY Wife of Late SIBDAS CHAKRABORTY 120B RAJA S C MULLICK ROAD, P.O:- NAKTALA, P.S:- Patuli, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AULPC7223L.; Status : Individual; Date of Execution : 05/05/2016; Date of Admission : 05/05/2016; Place of Admission of Execution : Pvt. Residence
2	Smt MADHUMITA CHAKRABORTY GOSWAMI Daughter of Late SIBDAS CHAKRABORTY 255 N S C BOSE ROAD, MAITRI APPARTMENT, 1ST FLOOR, Flat No: 108, P.O:- NAKTALA, P.S:- Bandroni, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ACHPC3040R.; Status : Individual; Date of Execution : 05/05/2016; Date of Admission : 05/05/2016; Place of Admission of Execution : Pvt. Residence
3	Mr SOMNATH CHAKRABORTI Son of Late SIBDAS CHAKRABORTY 120B RAJA S C MULLICK ROAD, P.O:- NAKTALA, P.S:- Patuli, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ATPPC4262J.; Status : Individual; Date of Execution : 05/05/2016; Date of Admission : 05/05/2016; Place of Admission of Execution : Pvt. Residence

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>WS DESCON            114/W RAJA SUBODH CHANDRA MULLICK ROAD, AKAASH APA, Block/Sector: 2/2, P.O:- NAKYALA, P.S:- Patuli, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047; Status : Organization; Represented by representative as given below:-</p>
1(1)	<p>Mr SUBHANKAR DEY            114/W RAJA SUBODH CHANDRA MULLICK ROAD, AKAASH APARTMENT, Block/Sector: 2/2, P.O:- NAKTALA, P.S:- Patuli, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFKPD5852J.; Status : Representative; Date of Execution : 05/05/2016; Date of Admission : 05/05/2016; Place of Admission of Execution : Pvt. Residence</p>

#### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr BAPAN PAUL            Son of Mr S PAUL            ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Oikare, Citizen of: India,</p>	<p>Smt KRISHNA CHAKRABORTY,            Smt MADHUMITA            CHAKRABORTY GOSWAMI, Mr            SOMNATH CHAKRABORTI, Mr            SUBHANKAR DEY</p>	

#### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	<p>District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja S. C. Mullick Road, , Premises No. 120B, Ward No: 100</p>		7 Katha 14 Chatak	29,90,000/-	2,05,07,261/-	Proposed Use: Bastu, Width of Approach Road: 16 Ft.,

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	100 Sq Ft.	10,000/-	30,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Smt KRISHNA CHAKRABORTY	M/S DESCON	4.33125	33.3333
	Smt MADHUMITA CHAKRABORTY GOSWAMI	M/S DESCON	4.33125	33.3333
	Mr SOMNATH CHAKRABORTI	M/S DESCON	4.33125	33.3333

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr SOMNATH CHAKRABORTI	M/S DESCON	33.3333 Sq Ft	33.3333
	Smt KRISHNA CHAKRABORTY	M/S DESCON	33.3333 Sq Ft	33.3333
	Smt MADHUMITA CHAKRABORTY GOSWAMI	M/S DESCON	33.3333 Sq Ft	33.3333

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	KRISHNA CHAKRABORTY
Address	120B RAJA S C MULLICK ROAD, Thana : Patuli, District : South 24-Parganas, WEST BENGAL, PIN - 700047
Applicant's Status	Seller/Executant

Office of the A.D.S.R. ALIPORE, District: South 24-Parganas

Endorsement For Deed Number : I - 160503115 / 2016

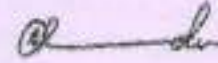
Query No/Year	16051000145972/2016	Serial no/Year	1605003588 / 2016
Deed No/Year	I - 160503115 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr SUBHANKAR DEY	Presented At	Private Residence
Date of Execution	05-05-2016	Date of Presentation	05-05-2016

Remarks

On 05/05/2016

Certificate of Market Value(W.B.PUV) rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,05,37,261/-



(Amitava Chanda)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

On 05/05/2016

Presentation Under Section 52 & Rule 22A(3) 40(1) W.B. Registration Rules, 1962

Presented for registration at 19:30 hrs on : 05/05/2016, at the Private residence by Mr SUBHANKAR DEY ,

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

Execution is admitted on 05/05/2016 by

Smt KRISHNA CHAKRABORTY, Wife of Late SIBDAS CHAKRABORTY, 120B RAJA S-C MULLICK ROAD, P.O: NAKTALA, Thana: Patull, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, By caste Hindu, By Profession House wife

Identified by Mr BAPAN PAUL, Son of Mr S PAUL, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Others

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

Execution is admitted on 05/05/2016 by

Smt MADHUMITA CHAKRABORTY GOSWAMI, Daughter of Late SIBDAS CHAKRABORTY, 255 N S C BOSE ROAD, MAITRI APPARTMENT, 1ST FLOOR, Flat No: 108, P.O: NAKTALA, Thana: Bansdroni, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, By caste Hindu, By Profession Service

Identified by Mr BAPAN PAUL, Son of Mr S PAUL, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Others

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

Execution is admitted on 05/05/2016 by

Mr SOMNATH CHAKRABORTI, Son of Late SIBDAS CHAKRABORTY, 120B RAJA S C MULLICK ROAD, P.O: NAKTALA, Thana: Patuli, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, By caste Hindu, By Profession Business  
Identified by Mr BAPAN PAUL, Son of Mr S PAUL, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Others

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

Execution is admitted on 05/05/2016 by

Mr SUBHANKAR DEY PROPRIETOR, M/S DESCON, 114/W RAJA SUBODH CHANDRA MULLICK ROAD, AKAASH APA, Block/Sector: 2/2, P.O:- NAKTALA, P.S:- Patuli, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Mr SUBHANKAR DEY, Son of Late SUBHAS CHANDRA DEY, 114/W RAJA SUBODH CHANDRA MULLICK ROAD, AKAASH APARTMENT, Sector: 2/2, P.O: NAKTALA, Thana: Patuli, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, By caste Hindu, By profession Business  
Identified by Mr BAPAN PAUL, Son of Mr S PAUL, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Others

(Amitava Chanda)

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

On 05/05/2016

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 66,010/- ( B = Rs 65,989/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 66,010/-

**Description of Draft**

1. Rs 66,010/- is paid, by the Draft(8584) No: 000442581304, Date: 05/05/2016, Bank: STATE BANK OF INDIA (SBI), BARODA PARK BAINABGHATA.

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Draft Rs 35,050/-, by Stamp Rs 5,000/-

**Description of Stamp**

1. Rs 5,000/- is paid on impressed type of Stamp, Serial no 3473, Purchased on 02/05/2016, Vendor named M Ghosh.

**Description of Draft**

1. Rs 35,050/- is paid, by the Draft(8554) No: 000442551305, Date: 05/05/2016, Bank: STATE BANK OF INDIA (SBI), BARODA PARK BAINABGHATA.



(Amilava Chanda)

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



Signature.....

05 MAY 2016

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

401-27