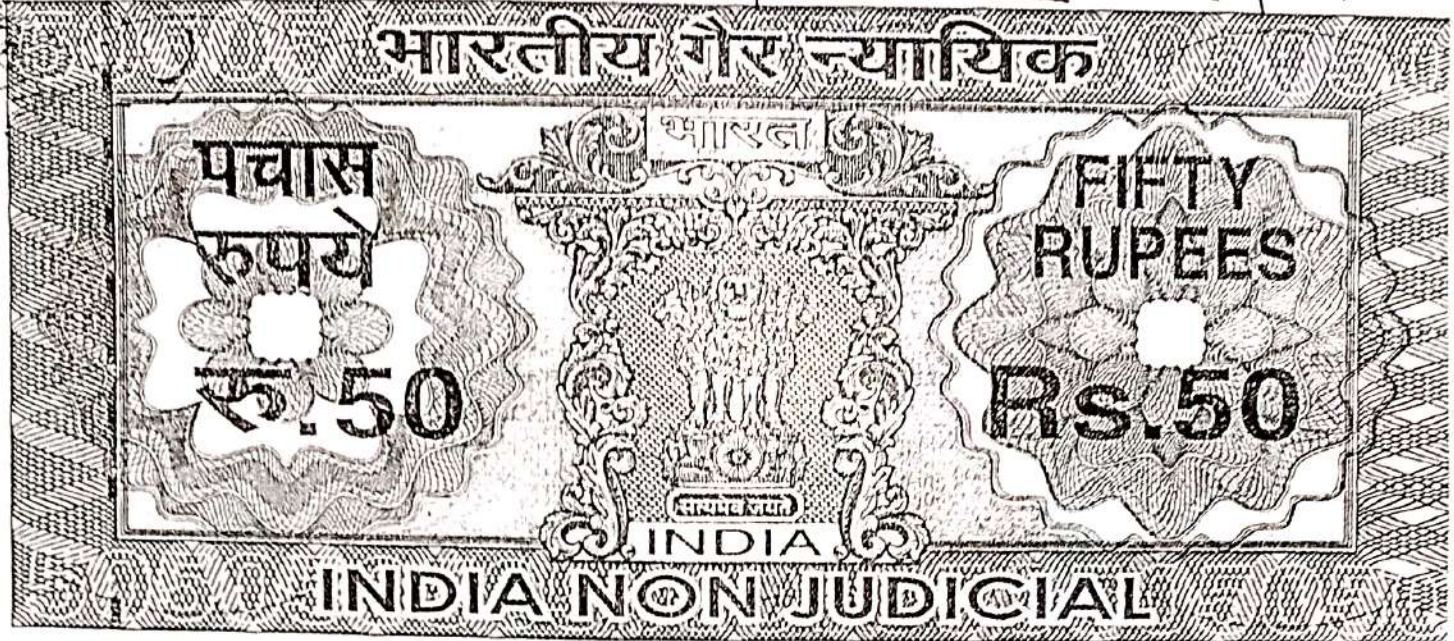


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is submitted in registration. The signatures and the embossed stamp attached with the document are the part of this document.

Sub-Registrar
 Alipore, South 24-parganas.

18 FEB 2021

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made this the 18th day of February 2021 (Two Thousand Twenty One) BETWEEN (1) SMT SUNITA MAJUMDER (PAN-BFVPM8506A Aadhaar No.7984 9167 5799), wife of Late Bhagaban Chandra Majumder, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at 3, Raja S.C. Mullick Road, Post Office - Garia, Police Station - Patuli, Kolkata - 700084,

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(2) **SMT. ANKITA DEWANJI** (PAN-AJLPD3847L, Aadhaar No.7224 4487 0653) daughter of Late Bhagaban Chandra Majumder, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at D-27, New Patuli, Post Office - Panchasayar , Police Station - Purba Jaduvpur, Kolkata -700094, (3) **SMT. CHAINA MAJUMDER** (PAN -AOVPM7535B, Aadhaar No. 8882 5617 8025), wife of Late Krishnapad Majumder, by faith - Hindu, by occupation -Housewife, by Nationality - Indian, residing at 3, Raja S.C. Mullick Road, Post Office - Garia, Police Station - Patuli, Kolkata - 700.084 ((4) **SRI KOUSHIK MAJUMDER** (PAN -AJTPM0328H, Aadhaar No. 6610 4007 7657), son of Late Krishnapad Majumder, by faith - Hindu, by occupation -Business, by Nationality - Indian, residing at 3, Raja S.C. Mullick Road, Post Office - Garia, Police Station - Patuli, Kolkata - 700084 (5) **SMT. ANINDITA DEB** (PAN -ANQPD8341J, Aadhaar No. 9026 5540 7968) wife of Sri Sankha Deb and daughter of Late Krishnapad Majumder, by faith - Hindu, by occupation - Housewife, by Nationality -Indian, residing at Sunny Plaza, 319A, Bagha Jatin 'G' Block, Flat No. A-2, Block - 2, Post Office - Baghajatin, Police Station - Patuli, Kolkata - 700086, hereinafter called the **LANDOWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their, heirs, executors, administrators, representatives and assigns) of the **ONE PART.**

AND

SRI SATYA NARAYAN GHOSH (PAN -AXWPG4611Q, Aadhaar No. 4875 9350 4667) son of Late Nepal Chandra Ghosh, by faith - Hindu, by occupation - Business, residing at 2/40, Netaji Nagar, Post Office - Regent Estate, Police Station - Netaji Nagar, Kolkata - 700092, hereinafter called the **CO-OWNER/DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **OTHER PART.**

WHEREAS one Janab Ali Ostagar was absolutely seized and possessed all that piece and parcel of land measuring more or less 1.39 Acre under Khatian No. 476 of Mouja -Raipur, J.L. No. 33, Pargana - Khaspur under Collectorate Touji No. 56 within the Police Station - Tollygunge , District : 24-Parganas.

AND WHEREAS while thus seized and possessed of the aforesaid property said Janab Ali Ostagar died in the year 1326 B.S. leaving behind him five sons namely Osman Gani, Golam Hossain, Omar Ali, Maher Ali and Dechher Ali Ostagar and four daughters namely Arjan Bibi, Jamila Khatun Bibi, Amena Khatun Bibi, Aimana Khatun Bibi and wife Kulsam Bibi as his legal heirs and successors according to the Muslim Law of Succession.

AND WHEREAS about 10/12 years after the death of Janab Ali Ostagar his wife Kulsam Bibi also died intestate leaving behind her aforesaid sons and daughters to inherit undivided share in the aforesaid property.

AND WHEREAS by way of inheritance the aforesaid sons and daughters of Janab Ali inherited 1.39 Acres of land under Khatian No. 476 of Mouza - Raipur and in terms of the Muslim Law of Succession five sons of Janab Ali got undivided $1/7^{\text{th}}$ share each and the four daughters got undivided $1/14^{\text{th}}$ share each.

AND WHEREAS while thus seized and possessed of the aforesaid property Aimana Khatun Bibi sold her $1/14^{\text{th}}$ undivided share in favour of one Saudar Rahaman on 25.07.1938.

AND WHEREAS while thus seized and possessed of the aforesaid property Osman Gani Ostagar sold his $1/7^{\text{th}}$ undivided share in favour of Jadavpur Estate Limited.

AND WHEREAS subsequently one Hirendralal Sarkar, son of Shyamlal Sarkar, purchased undivided $1/7^{\text{th}}$ share of the aforesaid property from Jadavpur Estate Limited and undivided $1/14^{\text{th}}$ share from Saudar Rahaman.

AND WHEREAS while thus seized and possessed of the aforesaid property said Hirendralal Sarkar filed Title Suit No. 34 of 1946 before the 2nd Sub Judge of Alipore, District 24-Parganas for partition of his share in the aforesaid property. Subsequently the said suit was transferred before the First Sub Judge of Alipore and renumbered as Title Suit No. 22 of 1947. On 30.01.1948 the Learned Court was pleased to pass a preliminary decree in the said suit.

AND WHEREAS being aggrieved and dissatisfied with the order of Preliminary Decree passed by the Learned First Sub-Judge at Alipore, the Defendants of the said suit Golam Hossain Ostagar and Others filed First Appeal vide No. 123 of 1948 before the Hon'ble High Court Calcutta. After hearing of the said Appeal finally on 7th December 1950 the Hon'ble High Court Calcutta remanded the said appeal before the Court below for rehearing of the said suit and after hearing of the said suit the Learned Court appointed one Advocate Commissioner to effect partition and after submission of the report of the Learned Commissioner, the Learned Court was pleased to pass final decree in the year 1956. Said Hirendralal Sarkar was given possession as per the plan of the final decree.

AND WHEREAS after obtaining demarcated possession said Hirendralal Sarkar had been enjoying the said property with other properties.

AND WHEREAS during the pendency of the said suit one of the co-sharer Jarnela Khatoon died and on her death her heirs and successors inherited her $1/14^{\text{th}}$ share and subsequently on 3rd March 1956 the said heirs of Jarnela Khatoon sold their undivided $1/14^{\text{th}}$ share in favour of one Santiram Chattopadhyay. After the final decree of the said suit Arnena Bibi also sold her $1/14^{\text{th}}$ share in favour of said Shantiram Chattopadhyay on 10.12.1956. Thereafter Omer Ali Ostagar also sold his $1/7^{\text{th}}$ share in favour of said Shantiram Chattopadhyay on 15.01.1957 and Golam Hossain Ostagar sold his $1/7^{\text{th}}$ share on 21.12.1956 to one Anupama Chattapadhyay.

Thereafter Meher Ali Ostagar sold his 1/7th share on 05.01.1957 to Smt. Annapurna Devi-. Subsequently on 08.01.1957 Dechher Ali Ostagar and Arjan Bibi sold their 3/14th share to one Gostho Behari Mistry.

AND WHEREAS in view of the above said Hirendralal Sarkar and the other respective purchasers for their convenience partitioned their respective properties amicably by metes and bounds on 22.02.1957 by a Registered Deed of Partition and said Hirendralal Sarkar and others seized and possessed their respective properties without any hindrance.

AND WHEREAS after abolition of Madhyasatta by the enactment of W.B. E. A. Act said Hirendralal Sarkar recorded his name before the competent authority and had been paying Khajana in respect of his landed properties.

AND WHEREAS as per plan which was drawn by the Commissioner in Final Decree as well as by virtue of the Deed of Partition Deed dated 22.02.1957 said Hirendralal Sarkar became he absolute owner of his demarcated property.

AND WHEREAS while thus seized and possessed of the aforesaid Hirendralal Sarkar sold, transferred and conveyed ~~9 decimals equivalent~~ 3 (Three) Cottahs 9 (Nine) Chittacks of land comprised in Dag No. 1376, under Sabek Khatian No. 476 of Mouza - Raipur, J.L. No. 33, Pargana - Khaspur under Collectorate Touji No. 56, within the Police Station - Sadar Tollygunge in the District : 24-Parganas in favour Bhagawan Chandra Majumder, Haripada Majumder, Kalipada Majumder and Krishnapada Majumder, all sons of Ananda Chandra Majumder by a Registered Deed of Sale in Bengali language on 06.09.1957 corresponding to 20th Bhadra 1364 which was duly registered in the office of the District Sub-Registrar Alipore Sadar and recorded in Book No. I, Volume No. 131, Pages from 13 to 17, Being No. 7302 for the year 1957.

AND WHEREAS by another Deed of Sale in Bengali language said Hirendralal Sarkar sold, transferred and conveyed ~~.05 decimals equivalent~~ 2 (Two) Chittacks 10 (Ten) Square Feet of land comprised in Dag No. 1376, under Sabek Khatian No. 476 of

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Mouza - Raipur, J.L. No. 33, Pargana - Khaspur under Collectorate Touji No. 56, within the Police Station - Sadar Tolly gunge in the District : 24-Parganas in favour Bhagawan Chandra Majumder, Haripada Majumder, Kalipada Majumder and Krishnapada Majumder, all sons of Ananda Chandra Majumder by a Registered Deed of Sale in Bengali language on 22.02.1961 which was duly registered in the office of the District Sub-Registrar Alipore Sadar and recorded in Book No. I, Volume No. 34, Pages from 215 to 219, Being No. 1869 for the year 1961.

AND WHEREAS by virtue of two Deed of Sale in Bengali Languages said Bhagawan Chandra Majumder, Haripada Majumder, Kalipada Majumder and Krishnapada Majumder, all sons of Ananda Chandra Majumder became the absolute owners of **ALL THAT** piece and parcel of land measuring more or less 3 (Three) Cottahs 11 (Eleven) Chittacks 10(Ten) Square Feet comprised in Dag No. 1376, under Sabek Khatian No. 476 of Mouza - Raipur, J.L. No. 33, Pargana -Khaspur under Collectorate Touji No. 56, within the Police Station - Sadar Tollygunge in the District : 24-Parganas.

AND WHEREAS by a Deed of Release dated 02.11.1966 registered in the office of the Sub-Registrar Alipore recorded in Book No. I, Volume No. 152, Pages 108 to 111, being No. 8544 for the year 1966 said Bhagawan Chandra Majumder, Haripada Majumder, Kalipada Majumder and Krishnapada Majumder, all sons of Ananda Chandra Majumder released their said land in favour of their father Ananda Chandra Majumder. By way of said Deed of Release said Ananda Chandra Majumder became the sole and absolute owner of the aforesaid property.

AND WHEREAS while thus seized and possessed of the aforesaid property said Ananda Chandra Majumder died intestate leaving his wife Purna Sashi Majumder and four sons namely Bhagawan Chandra Majumder, Haripada Majumder, Kalipada Majumder and Krishnapada Majumder, and three daughters Leelabati Dewanji, Prabha Dey and Bhanumati Roy as his legal heirs and successors to inherit his aforesaid property according to the Hindu Law of Succession. Subsequently said

Purna Sashi Majumder also died intestate leaving behind her aforesaid sons and daughters to inherit her undivided 1/8th share in the aforesaid property as per the Hindu Succession Act.

AND WHEREAS while thus joint possession and occupation of the aforesaid property said Leclabati Dewanji died intestate leaving behind her three sons namely Anuj Kumar Dewanji, Anjan Kumar Dewanji and Ambuj Kumar Dewanji to inherit her undivided 1/7th share in the aforesaid property. Subsequently Ambuj Kumar Dewanji died intestate as bachelor leaving behind him his two brothers Anuj Kumar Dewanji and Anjan Kumar Dewanji who thus became the joint owners in respect of the aforesaid property.

AND WHEREAS by way of inheritance said Bhagawan Chandra Majumder, Haripada Majumder, Kalipada Majumder Krishnapada Majumder, Prabha Dey, Bhanumati Roy, Anuj Kumar Dewanji and Anjan Kumar Dewanji became the joint owners and co-sharers in respect of the aforesaid property.

AND WHEREAS by a Deed of Gift dated 14.01.2006 registered in the office of the Additional Registrar of Assurances Kolkata recorded in Book No. I, Volume No. 1, Pages 1 to 11, being No. 3773 for the year 2006 said Prabha Dey, Bhanumati Roy, Anuj Kumar Dewanji and Aryan Kumar Dewanji gifted their undivided 3/7th share in favour Bhagawan Chandra Majumder, Haripada Majumder, Kalipada Majumder and Krishnapada Majumder.

AND WHEREAS by way inheritance and by virtue of registered Deed of Gift said Bhagawan Chandra Majumder, Haripada Majumder, Kalipada Majumder and Krishnapada Majumder became the absolute owners of **ALL THAT** piece and parcel of land measuring more or less 3 (Three) Cottahs 11 (Eleven) Chittacks 10(Ten) Square Feet comprised in Dag No. 1376, under Sabek Khatian No. 476 of Mouza - Raipur, J.L. No. 33, Pargana - Khaspur under Collectorate Touji No. 56, within the Police Station - Sadar Tolly gunge thereafter Jadavpur thereafter Patuli in the District : South 24-Parganas.

AND WHEREAS thus being in possession of the aforesaid property said Bhagwan Chandra Majumder and others mutated their names in the record of the Assessment Collection Department of Kolkata Municipal Corporation vide Assessee No. 31-101-21-0003-0 and after mutation of their names said property is numbered as 3, Raja Subodh Chandra Mullick Road, Kolkata-700084 and had been paying municipal taxes in respect of the aforesaid property.

AND WHEREAS while thus seized and possessed of the aforesaid property said Kalipada Majumder died intestate as bachelor on 18.03.2007 leaving behind him his three brothers namely Bhagawan Chandra Majumder, Haripada Majumder, and Krishnapada Majumder and two sisters Prabha Dey and Bhanumati Roy to inherit his undivided share in the aforesaid property. Thereafter on 16.11.2009 said Krishnapada Majumder died intestate leaving behind his wife ^{Chaina} ~~China~~ Majumder and one son Koushik Majumder and one daughter Anindita Deb as his legal heirs and successors to inherit his undivided share in the aforesaid property. Subsequently on 09.10.2012 said Bhagwan Chandra Majumder died intestate leaving behind his wife Sumita Majumder and one daughter Ankita Dewanji to inherit his undivided share in the property. Thereafter Haripada Majumder also died intestate on 16.04.2018 leaving behind his wife Aruna Majumder as his legal heirs and successor to inherit his undivided share in the aforesaid property according to the Hindu Law of Succession.

AND WHEREAS by way of inheritance Sunita Majumder, Ankita Majumder, Aruna Majumder, ^{Chaina} ~~China~~ Majumder, Koushik Majumder, Anindita Majumder, Prabha Dey and Bhanumati Roy, the Landowners herein became the absolute owners of ALL THAT Premises No. 3, Raja Subodh Chandra Mullick Road, Kolkata - 700084.

AND WHEREAS while thus seized and possessed the aforesaid property said Aruna Majumder, wife of Late Haripada Majumder sold, transferred and conveyed her undivided 3/10th share in favour of the Developer herein on valuable consideration in respect of the aforesaid property by a registered Deed of Conveyance duly executed on

Subodh Narayan Singh

Subodh Narayan Singh

26.09.2019 and registered on 30.09.2019 in the office of the Additional District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.1605-2019, Pages from 201225 to 201266, being No.160505944, for the Year 2019.

AND WHEREAS subsequently said Prabha Dey and Bhanumati Roy sold, transferred and conveyed their undivided 1 /10th share in favour of the Developer herein on valuable consideration in respect of the aforesaid property by a Registered Deed of Conveyance duly executed and registered on 04.03.2020 in the office of the Additional District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 1605-2020, Pages from 53274 to 53313 Being No. 160501389, for the year 2020.

AND WHEREAS by virtue of two registered deeds of Conveyance the Developer herein acquired undivided 2/5th share in respect of the Schedule "A" Property jointly with the landowners herein.

AND WHEREAS the Landowners herein for better use and enjoyment of the aforesaid property have decided to develop the said Premises No. 3, Raja Subodh Chandra Mullick Road, Kolkata - 700084 by raising construction of a G+4 storied building as per Sanctioned Building Plan after demolishing the existing structure, but having no such experience, workmanship and requisite fund the landowners have jointly proposed the Developer being one of the Co-owners of the aforesaid property to Develop the Schedule "A" by raising construction of a G+4 Storied building.

AND WHEREAS the Developer herein being engaged in a business of development of Land by raising construction has agreed to accept the proposal of his co-sharers, the Landowners herein, to raise construction of G+4 storied building over the said Premises No. 3, Raja Subodh Chandra Mullick Road, Kolkata - 700084 at his own costs and responsibility under the terms and conditions hereunder contained.

AND WHEREAS it is pertinent to mention here that at present there are three tenants in respect of the said premises having their separate three shop rooms namely Kanu Ranjan Roy, Sandhya Dutta and Manik Debnath. It has been specifically agreed and

understood by and between the landowners and the Developer herein that all the tenants will temporarily quit and vacate their tenanted shop rooms for rebuilding of the said premises and after completion of construction of the said shop rooms said tenants will be reinstated in the newly constructed building. It is further agreed and understood by and between the parties to this agreement that the Landowners will take all necessary steps for temporary eviction of the tenants and their reinstatement in the newly constructed building from their allocated portion.

AND BOTH PARTIES HAVING ACCEPTED THE PROPOSAL OF THIS AGREEMENT IS ENTERED IN BETWEEN THE PARTIES UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. The Landowners declare that the Landowners along with the Developer are the absolute owners of **ALL THAT** piece and parcel of land measuring more or less 3 (Three) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet having $\frac{3}{5}$ th share of the Landowners and $\frac{2}{5}$ th share of the Developer comprised in Dag No. 1376, under Sabek Khatian No. 476 of Mouza - Raipur, J.L. No. 33, Pargana - Khaspur under Collectorate Touji No. 56, within the Police Station - Patuli in the District : South 24-Parganas within the municipal limits of the Kolkata Municipal Corporation, Ward No. 101, Assessee No. 31-101-21-0003-0 being K.M.C. Premises No. 3, Raja Subodh Chandra Mullick Road, Kolkata - 700084, morefully and particularly described in the Schedule-"A" hereunder written, the Landowners further declare that the Landowners have now good right full power and absolute authority to enter into this Agreement for Development with the Developer herein and the said property is not the subject matter of any suits or proceedings, attachments, liens, lispendens, charge, mortgage and tenancy or in any manner whatsoever and the property is free from all encumbrances.
2. The Landowners upon going through the proposal of the Developer, placed the responsibility to raise construction of a G + 4 storied building consisting of several self contained flats, Car parking space, Commercial space according to the sanction

building plan to be sanctioned by the Kolkata Municipal Corporation and the Developer accepted the responsibility so trusted by the landowners in respect to raise construction of a G + 4 storied buildings at its own cost and responsibility under the terms herein under contained.

3. That the landowners with the execution of this agreement grant license to the developer to enter upon the property of the landowner as aforesaid and also herein under mentioned in the Schedule "A" and to take physical measurement of the property and accordingly prepare a site plan and the proposed building plan by a Civil Engineer with structural design and obtain approval and signature of the Landowner and to submit the said building plan to the K.M.C. authority for sanction and upon obtaining sanction from the K.M.C, Authority take all measures for construction of the building with the help of engineer, architect, labour, mason, Plumber, electrician and all other experts as would be required for the purpose of construction of the building.
4. The Developer shall be under obligation to pay all Municipal taxes, (G.R. will be paid by the landowners), Electricity charges and all other out goings payable in respect of the said property during the period of construction till the handover of the Owners' allocation.
5. That the Developer shall complete the construction of the new buildings in all manner according to the sanctioned building plan and specification at his own cost and responsibility within 30 (Thirty) months from the date of submission of commencement letter to K.M.C, inspite of due diligence, if the Developer is prevented due to natural calamity or Act of God such as flood, earthquake and/or civil war, riot or any other unnatural acts in completion of the building within the period of 30 months, then in that event the Developer should be allowed extension of time to complete the construction of the building even after 30 months till the normal situation is restored.

6. The Developer shall also complete the common areas and facilities as would be attached to the building at his own cost and responsibility.
7. That the Developer shall pay all fees, wages, carriage, salary, bonus to the contractor, labour, massions, plumber and the Landowner shall have no liability to pay any such expenses.
8. The Developer shall procure all building materials as per specification of this Agreement and shall pay all cost and dues of such materials without creating any liability of the Landowners.
9. Upon construction of the new building in all manners the Developer shall deliver 30% of the built up area of the new building at first instance to the landowners including the area of the tenanted shop rooms in the ground floor as Owners' Allocation in the buildings in lieu of their 3/5th undivided share in the land of the Landowners which has been morefully and particularly described in the Schedule 'B' hereunder written.
10. That save and except the Owners' allocation as stated hereinabove the Co-Owner/Developer shall retain the remaining 70% of the constructed area of the new building the description of which morefully and particularly described in the Schedule - 'C' hereunder written.
11. The Developer shall have all right and liberty to sell his allocated portion in the newly constructed buildings to any intending purchaser/s and also collect the consideration money, booking money, earnest money from the prospective purchaser/ purchasers without any claim or demand of the Landowners of such booking money, consideration money and earnest money.
12. The Developer shall have right and liberty to publish any advertisement in the news paper and fixed any board or hooding at the site to invite the intending purchaser or purchasers in respect of sale of the Developers allocation in the proposed new buildings.

13. In spite of due diligence in completion of the construction of the building within 30 months from the date of submission of commencement letter to KMC, if the Developer is prevented due to sufficient cause beyond his control in that event the Landowners shall allow or grant an extension of 6 months from the expiry of the said period of 30 months, in spite of such extension of six months if the developer fails or neglects to complete the construction of the building in all manner and delivery possession of the Owners' allocation in that event, the Developer may be allowed a further extension of three months with a penalty of Rs.10,000/- (Rupees Ten Thousand) per month for the said extended three months, in spite of such penal extension, if the Developer fails to complete the construction of the proposed building and deliver possession of the owners' allocation in that event at the option of the Landowners this agreement shall be rescinded or terminated and the Landowners shall have right and liberty to engage or appoint any other new developer or contractor to complete the incomplete works of the proposed buildings after determination of the accounts as would be spent by the said Developer for the purpose of the project, which will be accepted by the new Developer, to avoid any delay.
14. Upon completion of the proposed building and clearance certificate from the K.M.C. the Developer shall serve a notice in writing to the Landowners for taking possession of the Owners' allocation and the Owners shall be under obligation to take delivery of possession of their allocated portion within 15 days from the date of receipt of such notice. In spite of service of such notice the Landowners fail or neglect to take delivery of possession of their allocation in that event the Developer shall not be liable to pay any taxes, levies, rates, duties and maintenance charges, dues and other outgoings payable in respect of the owner's allocation and the said charges will be apportionate pro-rata with reference to the saleable spaces in the proposed building.
15. The Landowners undertake to sign and execute all agreement for sale to be executed by and between the developer and its prospective purchaser/purchasers in respect of Developer's allocation as confirming party with the undertaking to convey the

undivided impartible proportionate share of land in favour of the nominee or prospective purchaser or purchasers of the developer and the Landowners further undertake to execute and register all Deed of Conveyances in favour of the nominee or nominees, purchaser or purchasers of the flats and Car Parking spaces of the Developer as the Vendor to convey the undivided impartible proportionate share and interest of the land in favour of such nominee/nominees, purchaser/purchasers of the developer but without any claim or demand of consideration money as would be paid by the purchaser/purchasers to the Developer and the developer shall join in such Deed of conveyance/conveyances as the Confirming Party to admit and acknowledge the receipt of the consideration money of the Residential Flat/Flats Car Parking spaces of the Developers allocation. But all expenses for executing the said Agreement for Sale and Deed of Conveyance of the flats of the Developer's allocation will be borne by the Developer or his nominee/ nominees, Purchase/Purchases of the said flat of the said building.

16. The Developer shall be entitled to receive collect appropriator or utilize all booking money, earnest money consideration money from any intending purchaser or purchasers in respect of his allocation in the proposed building without creating any liability upon the Landowner towards the refund of such consideration money or against any third party claim.
17. The Landowners shall sign and execute and register a General Power of Attorney in favour of the Developer so that the Developer may do all such acts, deeds and things as would be required and necessary for the purpose of Development of the said property and also to sell any flat or flats or Car Parking Space of the Developer's allocation to any intending purchaser/ Purchasers and also to take advance money, booking money, consideration money from the prospective purchaser or purchasers in respect of the Developer's allocation and also to execute and register necessary Deed of conveyance in favour of the prospective purchaser/purchasers in respect of the Developer's allocation.

18. The Landowners shall have right and liberty to use the owner's allocation and the common parts of the building morefully described in the Schedule 'D' hereunder and shall be liable to pay the common expenses to maintain the common areas and facilities mentioned in the Schedule 'E' hereunder alongwith other co-owners of the property..
19. That after completion of the project in all manners and after delivery of possession of the owners' allocation as well as Developer's allocation in the proposed project an association of owners will be formed to run and maintain the day to day affairs of the said projects.
20. The Landowners with execution of these presents handover to the Developer all original Deeds and documents in respect of the said property.
21. That nothing herein contain shall be construed as a demise or an assignment or conveyance or as creating any right, title or interest in respect of the said premises in favour of the Builder/Contractor other than an exclusive right to the Builder/ Contractor to do or refrain from doing the acts and things in terms hereof and to deal with the Builder/ Contractor shall think fit and proper for the beneficial of his firm and also for his project.

SCHEDULE "A" REFERRED TO

ALL THAT piece and parcel of land measuring more or less 3 (Three) Cottahs 11 (Eleven) Chittacks 10(Ten) Square Feet together with structure measuring more or less 500 square feet comprised in Dag No. 1376, under Sabek Khatian No. 476 of Mouza - Raipur, J.L. No. 33, Pargana - Khaspur under Collectorate Touji No. 56, within the Police Station - Patuli, in the District : South 24-Parganas within the municipal limits of the Kolkata Municipal Corporation, Ward No. 101, Assessee No.

31-101-21-0003-0 being K.M.C. Premises No. 3, Raja Subodh Chandra Mullick Road,
Kolkata - 700084, which is butted and bounded by :-

ON THE NORTH : House of Mrinmoyee Devi;

ON THE SOUTH : House of Akshay Kumar Sen presently
Swapan Kumar Dey, 32 & 34, Raja S.C. Mullick
Road, Kolkata - 700084 and land of Dr. Biman
Roy Chowdhury;

ON THE EAST : 10 feet wide common passage known
as Green Row, Ganguly Bagan, Kolkata-84.

ON THE WEST : Raja S. C. Mullick Road;

SCHEDULE "B" REFERRED TO

(LAND OWNERS' ALLOCATION)

ALL THAT 30% of the built up area as per Sanctioned Building Plan of new G + 4 storied building which will be delivered 30% in the Ground Floor which includes 3(Three) Shop Rooms, entire third floor and remaining, if any, shall be allocated in the fourth floor which will be ear marked after obtaining the sanction of the building Plan together with undivided proportionate share and interest in the land underneath the said Premises along with the right to use and enjoy the common areas and facilities attached to the said Premises No. 3, Raja Subodh Chandra Mullick Road, Kolkata - 700084.

SCHEDULE "C" REFERRED TO

(CO-OWNER'S/DEVELOPER'S ALLOCATION)

ALL THAT 70% of the total area as per Sanctioned Building Plan of new G + 4 storied building save and except the Owners' allocation which will be allocated 70% in the Ground Floor, Entire First Floor, Entire Second Floor and remaining, if any, shall be allocated in the fourth floor which will be ear marked after obtaining the sanction of

the building Plan together with the right to use and enjoy the common areas and facilities attached to the said Premises No. 3, Raja Subodh Chandra Mullick Road, Kolkata - 700084.

SCHEDULE "D" REFERRED TO ABOVE

(Common Areas and Facilities)

1. Stair, Staircase, Stair landings on all the floors and-stair room.
2. Lift
3. Common passage including main entrance.
4. Drainage system
5. Roof of the said building and roof parapet.
6. Water pump, underground water reservoir, overhead water reservoir, water pipes and other common plumbing installation including water meters, if any.
7. Sewerage system with fittings.
8. Boundary wall and gate.
9. Such other common parts, equipment's, installations, fixtures, fittings and spaces within the said building which are necessary for passage to the user and occupancy of the unit in common.
10. The foundations, columns, girders, beams, supporting main walls, the main gate of the premises and the passage leading to the building and the staircase.
11. The installation for common service such as the drainage system in the premises, water supply arrangement in the premises, electric connection and telephone connection to the premises.
12. Reservoir in the Ground Floor and the Top Floor of the building, tube-well, pump,

motor, pipes.

SCHEDULE "E" REFERRED TO ABOVE

(Common Expenses)

1. The expenses for maintaining, repairing, reconstructing and renewing the main structure, lift and in particular thereof the drainage system, main water discharge arrangement and the arrangement for supply of water, electricity and all common areas and services contained in the Schedule "C".
2. The cost of cleaning and lighting the main entrance of the building and the passages and spaces around the building, lobby corridors, staircase etc.
3. Cost of repairing and decorating the exterior of the premises.
4. All Municipal Taxes and rates (both Owner's share and Occupiers' share) and all outgoing charges, surcharges and impositions now in force or which may hereafter be imposed on the said premises including interest or penalty accrued thereon, till the property sold by this Deed is separately assessed.
5. Salary, wages, fees and remuneration of lawyers, engineers, accountants, durwans, technicians, plumbers, electricians, masons, carpenters for maintenance and protection of the said premises and administrations and management of the affairs thereof.
6. The cost of working and maintenance and pump and service charges.
7. All expenses of common services and in connection with common areas and facilities.
8. Premium for insurance of the premises against earthquake and fire, if any.
9. Such expenses as are necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas, facilities and amenities.

SPECIFICATION OF WORK

General

: The building shall be RCC, framed structure as per the design of the architect and engineer.

Excavation

: Earth work is excavation of foundation trenches or drains in all sorts of soil including removing, spreading or stacking the spoils as directed and including trimming the sides of trenches, leveling, dressing and Ramming the bottom, bailing out water etc. as required to complete.

Earth filling

: Earth work in filling in foundation, trenches, plinth etc. with good earth in layers not exceeding 6" at a time including watering and ramming etc. layer by layer complete.

Foundation Bedding

: PCC [1:3:6] 3" thick in leveling course for foundation bedding.

R.C.C Work

Providing and laying concrete mix [1:1&1/2 : 3 / 1:2:4] with reinforcement as per design in

foundation, tie-beams, lintels,
columns, floor beams, floor slabs, staircase, chajja,
drop wall etc.

Brick Wall :

All exterior brick works shall be 8" thick with bricks of approved quality and C.M. [1:6] . All partition walls shall be 3" thick with bricks of approved quality and [C.M] [1:4] Flooring bedding P.C.C [1:3.6] floor bedding 4" Thick Level over 3" brick flatsoling at ground floor.

Floor finish, Skirting, Dado etc.

1. Vitrified floor 2' X 2' floor and skirting in drawing and dining and in other rooms.
2. 3'-0" high with glazed tiles Dado will be provided over Cooking platform in kitchen.
3. a) In toilets marble floor will be provided with 0' 6" high skirting.
b) Dado will be 6'-0" high above the floor with glazed tiles in toilet.

Plaster:

The outside of the building will have plaster $\frac{1}{2}$ " thick (Average) whereas the inside plaster will be $\frac{1}{2}$ " thick (Average) with plaster Of Paris finishing.

Door and windows:

Main Entrance Door and other doors will be provided with of Flush Door. Sal wood door Frames approved by the Architect \ Engineer will be

provided. 8" Long S.S. Haz bolt from Outside will be provided. Telescopic peep hole - 1 No. Electric Calling Bell point. One handle from outside. 3 Nos. 4" S.S. hinge for each door. Flush Doors will be finished with Primer both side. Almn./S.S 6" long Tower bolt from inside. Sliding Almn. Windows with grosted glass Will be provided. Windows of Toilets shall have transucem glass. All windows will be protected and provided with M.S. Grill.

White wash and Colour wash

: The outside of the building will be painted with weather coat and inside will be finished with Plaster of Paris on surface.

Toilet and Kitchen:

Common Toilet will be Provided with European type commode, one shower, one 20" X 16" white basin, two taps, Geyser Line with hot and cold System water tap and the Kitchen will be provided with One cooking slab with black stone as per drawing by the Architect /Engineer and also two taps.

Roof

1. I.P. of approved quality will be provided over the roof.
2. 3'0" Parapet wall will be provided all round the roof.
3. P.V.C. rain water pipe for proper drainage of water from the roof.

Installation

1).. 2 light points, 1 fan point, 1 plug point of 5 Amps. 1 plug point of 15 Amps for Refrigerator and 2 plug points of 5 Amp. For T.V. and Set Top Box Drawing /Dining Space.3). 1 light point and 1 exhaust fan point in toilet and W.C. each. 15 Amps. Point will be Provided for Geyser in Common Toilet only.

4). 1 light point, 1 plug point for 16 chimney and one plug point of 15Amp. for Micro Oven.

Water Supply

: P.V.C./R.C.C Reservoir will be provided at the stair roof and suitable electrical Pump with Motor will be installed at Ground floor to deliver water to overhead reservoir from underground reservoir connected with corporation water line.

LIFT

: One 4 passengers lift will be provided with necessary fittings as per I.S.I Standard.

IN WITNESS WHEREOF the parties hereunto put their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In the presence of :

WITNESSES :

1. Nikhil Halder
6, N.M. Das Rd.
Kolkata

2. Jaganta Mondal
Alipore Judges Court.
Kolkata-700027.

Sunita Majumder
Ankita Dewanji

Chaina Majumder
Koushik Majumder
Anindita Deb

SIGNATURE OF THE LANDOWNERS

Latip Nawjastokh
SIGNATURE OF THE CO-OWNER/DEVELOPER

Drafted by me and prepared in my office as per the instruction of the parties

Debnath Saha
WB/109/1597

(Advocate)
Alipore Judges' Court,
Kolkata - 700027



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

Name

Signature *Roushik Majumder*



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

Name

Signature *Rukita Dewangi*



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

Name

Signature *Sunita Majumder*



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left hand					
right hand					

Name

Signature *Anindita Deb*



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left hand					
right hand					

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left hand					
right hand					

Name

Signature



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left hand					
right hand					

Name *Salim Nurussolich*

Signature *Salim Nurussolich*

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

Name

Signature

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left hand					
right hand					

Name

Signature

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left hand					
right hand					

Name

Major Information of the Deed

Deed No	I-1603-00970/2021	Date of Registration	18/02/2021
Query No / Year	1603-2000337507/2021	Office where deed is registered	
Query Date	13/02/2021 5:41:08 PM		1603-2000337507/2021
Applicant Name, Address & Other Details	Jayanta Mondal Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9681818005, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,44,40,276/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :










District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja S. C. Muck Road, Premises No: 3, Ward No: 100 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 11 Chatak 10 Sq Ft	1/-	1,40,65,276/-	Property is on Road
Grand Total :				6.1073Dec	1/-	140,65,276 /-	



Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	1/-	3,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		500 sq ft	1/-	3,75,000 /-	

and Lord Details :


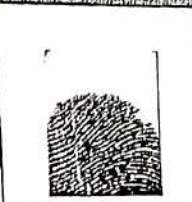
S. No.	Name	Address	Photo	Finger print	Signature
1	Mrs Sunita Majumdar Wife of Late Bhagaban Chandra Majumder Executed by: Self, Date of Execution: 18/02/2021 , Admitted by: Self, Date of Admision: 18/02/2021 ,Place : Office		 18/02/2021	 LTI 18/02/2021	 18/02/2021
3,Raja S.C.Mullick Road, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India PIN - 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BFxxxxxx6A, Aadhaar No: 79xxxxxxxx5799, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021 , Admitted by: Self, Date of Admision: 18/02/2021 ,Place : Office					
2	Mrs Ankita Dewanji Daughter of Late Bhagaban Chandra Majumder Executed by: Self, Date of Execution: 18/02/2021 , Admitted by: Self, Date of Admision: 18/02/2021 ,Place : Office		 18/02/2021	 LTI 18/02/2021	 18/02/2021
D-27,New Patuli, P.O:- Panchasayar, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJxxxxxx7L, Aadhaar No: 72xxxxxxxx0653, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021 , Admitted by: Self, Date of Admision: 18/02/2021 ,Place : Office					
3	Mrs Chaina Majumder Wife of Late Krishnapada Majumder Executed by: Self, Date of Execution: 18/02/2021 , Admitted by: Self, Date of Admision: 18/02/2021 ,Place : Office		 18/02/2021	 LTI 18/02/2021	 18/02/2021
3, Raja S.C.Mullick Road, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AOxxxxxx5B, Aadhaar No: 88xxxxxxxx8025, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021 , Admitted by: Self, Date of Admision: 18/02/2021 ,Place : Office					

Mr Koushik Majumder
 Son of Late Krishnapada Majumder
 Executed by: Self, Date of Execution: 18/02/2021
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Office

Photo		Finger Print	Signature
			<i>Koushik Majumder</i>
18/02/2021	LTI 18/02/2021		18/02/2021



3, Raja S.C.Mullick Road, P.O:- Garla, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx8H, Aadhaar No: 66xxxxxxx7657, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021
 , Admitted by: Self, Date of Admsslon: 18/02/2021 ,Place : Office

5

Name		Photo	Finger Print	Signature
Mrs Anindita Deb Wife of Mr Sankha Deb Executed by: Self, Date of Execution: 18/02/2021 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Office				<i>Anindita Deb</i>
		18/02/2021	LTI 18/02/2021	18/02/2021



319A, Bagha Jatin G Block,, P.O:- Baghajatin, P.S:- Patull, District:-South 24-Parganas, West Bengal, India, PIN - 700086 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ANxxxxxx1J, Aadhaar No: 90xxxxxxx7968, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Office

Developer Details :

Sl No	Name,Address	Photo	Finger print	Signature
1	Mr Satya Narayan Ghosh (Presentant) Son of Late Nepal Chandra Ghosh Executed by: Self, Date of Execution: 18/02/2021 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Office			<i>Satya Narayan Ghosh</i>
		18/02/2021	LTI 18/02/2021	18/02/2021

Son of Late Nepal Chandra Ghosh Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXxxxxxx1Q, Aadhaar No: 48xxxxxxx4667, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Office

Identiflor Details :

Name	Photo	Finger Print	Signature
Mr Jayanta Mondal Son of Late Sanat Kumar Mondal Allpore Judges Court, P.O:- Allpore, P.S:- Allpore, District:-South 24-Parganas, West Bengal, India, PIN - 700027			<i>Jayanta Mondal</i>
	18/02/2021	18/02/2021	18/02/2021

Identiflor Of Mrs Sunita Majumdar, Mrs Ankita Dewanji, Mrs Chaina Majumder, Mr Koushik Majumder, Mrs Anindita Deb, Mr Satya Narayan Ghosh

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Sunita Majumdar	Mr Satya Narayan Ghosh-1.22146 Dec
2	Mrs Ankita Dewanji	Mr Satya Narayan Ghosh-1.22146 Dec
3	Mrs Chaina Majumder	Mr Satya Narayan Ghosh-1.22146 Dec
4	Mr Koushik Majumder	Mr Satya Narayan Ghosh-1.22146 Dec
5	Mrs Anindita Deb	Mr Satya Narayan Ghosh-1.22146 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Sunita Majumdar	Mr Satya Narayan Ghosh-100.00000000 Sq Ft
2	Mrs Ankita Dewanji	Mr Satya Narayan Ghosh-100.00000000 Sq Ft
3	Mrs Chaina Majumder	Mr Satya Narayan Ghosh-100.00000000 Sq Ft
4	Mr Koushik Majumder	Mr Satya Narayan Ghosh-100.00000000 Sq Ft
5	Mrs Anindita Deb	Mr Satya Narayan Ghosh-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160300970 / 2021

On 18/02/2021

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 : 4 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:03 hrs on 18-02-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Satya Narayan Ghosh, Claimant.

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 1,44,40,276/-

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


Execution is admitted on 18/02/2021 by 1. Mrs Sunita Majumdar, Wife of Late Bhagaban Chandra Majumder, 3, Raja S.C. Mullick Road, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 2. Mrs Ankita Dewanji, Daughter of Late Bhagaban Chandra Majumder, D-27, New Patuli, P.O: Panchasayar, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession House wife, 3. Mrs Chaina Majumder, Wife of Late Krishnapada Majumder, 3, Raja S.C. Mullick Road, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 4. Mr Koushik Majumder, Son of Late Krishnapada Majumder, 3, Raja S.C. Mullick Road, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 5. Mrs Anindita Deb, Wife of Mr Sankha Deb, 319A, Bagha Jatin G Block., P.O: Baghajatin, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession House wife, 6. Mr Satya Narayan Ghosh, Son of Late Nepal Chandra Ghosh, 2/40, Netaji Nagar, P.O: Regent Estate, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Business Indentified by Mr Jayanta Mondal, , Son of Late Sanat Kumar Mondal, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Online on 18/02/2021 9:16AM with Govt. Ref. No: 192020210229465618 on 18-02-2021, Amount Rs: 21/-, Bank SBI EPay (SBlePay), Ref. No. 5681099032622 on 18-02-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 50/- online = Rs 19,970/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no AA57779, Amount: Rs.50/-, Date of Purchase: 03/02/2021, Vendor name: I Chakraborty
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Online on 18/02/2021 9:16AM with Govt. Ref. No: 192020210229465618 on 18-02-2021, Amount Rs: 19,970/-, Bank SBI EPay (SBlePay), Ref. No. 5681099032622 on 18-02-2021, Head of Account 0030-02-103-003-02


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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 34947 to 34984
being No 160300970 for the year 2021.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2021.02.26 18:08:50 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/02/26 06:08:50 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)