

15585/2024

T-13424/24



पश्चिम बंगाल WEST BENGAL

AT 081243

2/2899505/24

18/11/24

ADDITIONAL REGISTRAR OF
ASSURANCES-II, KOLKATA



Certified that the Document is admitted to
Registration The Signature Sheet and the
endorsement sheets attached to this document
are the part of the document.

Additional Registrar
of Assurances II Kolkata

18 NOV 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the

18th

day of November, 2024;

BETWEEN

(1) **SRI ARUN KUMAR SHAW @ ARUN KUMAR SHOW** (PAN : AVHPS3470J, Aadhaar No.6078-9490-5490, D.O.B. - 10/03/1966), son of Late Tarachand Shaw, residing at 16/1A, Pran Krishna Mukherjee Road, P.O. - Cossipore, P.S. - Chitpur, Kolkata - 700002, Dist. - South 24 Parganas and (2) **SRI AMAR KUMAR SINHA** (PAN : ALWPS5726L, Aadhaar No.8912-4075-2455, D.O.B. - 29/06/1957), son of Late Mrigendra Lal Sinha, residing at 13, Pran Krishna Mukherjee Road, P.O. - Cossipore, P.S. - Chitpur, Kolkata - 700002, Dist. - South 24 Parganas, both by occupation - Business, both by faith - Hindu, both by nationality - Indian, hereinafter jointly called and referred to as the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART;**

AND

R K CONSTRUCTION (PAN : ABIFR6026L, D.O.I. - 01/12/2023), a partnership firm having its registered office at 13, Pran Krishna Mukherjee Road, P.O. - Cossipore, P.S. - Chitpur, Kolkata - 700 002, District - South 24 Parganas, represented by its partners as per resolution passed on or about 04/11/2024 namely (1) **SRI ABHISHEK SHAW** (PAN : JCTPS4131Q, Aadhaar No. 4907-8858-7463, D.O.B. - 05/12/1998), son of Sri Arun Kumar Shaw, by faith - Hindu, by Occupation - Business, by nationality - Indian, residing at 16/1A, Pran Krishna Mukherjee Road, P.O. - Cossipore, P.S. - Chitpur, Kolkata - 700 002, District - South 24 Parganas, (2) **SRI INDRAJIT SINHA** (PAN : NMLPS0722M, Aadhaar No.2968-5488-1447, D.O.B.-31/01/2002), son of Sri Amar Kumar Sinha, by faith - Hindu, by Occupation - Business, by nationality - Indian, residing at 13, Pran Krishna Mukherjee Road, P.O. - Cossipore, P.S. - Chitpur, Kolkata - 700 002, District - South 24 Parganas, hereinafter jointly called and referred to as

the **"DEVELOPERS"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Succors-in-office, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

WHEREAS by virtue of registered Indenture dated 25/02/1957, one Smt. Namita Mukherji wife of Rabindra Nath Mukherji purchased **ALL THAT** piece and parcel of bastu land measuring about 3 (three) Cottahs 11 (eleven) Chittacks, a little more or less, together with old dilapidated partly two storied and partly three storied residential brick building standing thereon, which is situated at Dist. - South 24 Parganas, Police Station - Chitpur, being municipal premises no.18A, Pran Krishna Mukherjee Road, P.S. - Chitpur, Kolkata - 700002, Dist. - South 24 Parganas, within the local limits of Kolkata Municipal Corporation, together with all easement rights over the said property, which is morefully and particularly described in the **SCHEDULE - "A"** below, from Sushil Chandra Mukherji son of Jogendra Nath Mukherji, which was registered in the office of Sub-Registrar at Sealdah and recorded in Book No.I, Volume 12, pages from 211 to 215, being Deed No.00425 for the year 1957, hereinafter referred to as the **"said property"**.

AND WHEREAS after such purchased said Namita Mukherjee became the absolute owner in respect of the property mentioned in the **SCHEDULE - "A"** below and being the absolute owner said Namita Mukherjee died intestate on 31/05/2001 leaving behind her husband namely Rabindra Nath Mukherjee and three daughters namely Tanusree Roy, Sanchayita Mukherjee and Sudhesna Chakraborty as her only Class-I legal heirs as per Hindu Succession Act, 1956.

AND WHEREAS said Rabindra Nath Mukherjee died intestate on 25/09/2001 leaving behind his three daughters namely Tanusree Roy, Sanchayita Mukherjee and Sudhesna Chakraborty as his only Class-I

legal heirs as per Hindu Succession Act, 1956 and as such they became the owners each having undivided 1/3rd shares in respect of the property mentioned in the **SCHEDULE - "A"** below.

AND WHEREAS after such demise mentioned hereinabove said Tanusree Roy, Sanchayita Mukherjee and Sudhesna Chakraborty became the joint owners in respect of the said property mentioned in the **SCHEDULE - "A"** below as per law of inheritance and thereafter mutated their names before the assessment registrar of Calcutta Municipal Corporation and enjoyed the same free from all encumbrances and paid taxes in their favour in respect of the property mentioned in the **SCHEDULE - "A"** below.

AND WHEREAS said Sudeshna Chakraborty being the co-owner of undivided 1/3rd shares in respect of the property mentioned in the **SCHEDULE - "A"** below executed a registered General Power of Attorney dated 03/05/2011 and registered on 09/05/2011 before the office of Sub-Registrar of Mormugao, Vasco-Da-Gama, Goa vide Sr. No.4/2011 and by executing of the said registered General Power of Attorney said Sudeshna Chakraborty has appointed to her full blooded sister namely Tanusree Roy as her constituted attorney to do acts according to the contents of said general power of attorney mentioned therein.

AND WHEREAS by virtue of registered Deed of Conveyance dated 15/06/2011 said Tanusree Roy, Sanchayita Mukherjee and Sudeshna Chakraborty jointly sold transferred their entire right title and interest in respect of the property mentioned in the **SCHEDULE - "A"** below, jointly in favour of Arun Kumar Shaw and Amar Kumar Sinha, which was registered in the office of A.R.A.-I, Kolkata and recorded in Book No.I, CD Volume No.12, pages from 7338 to 7352, being Deed No.05229 for the year 2011.

AND WHEREAS after such registered Deed of Conveyance dated 15/06/2011 said Arun Kumar Shaw and Amar Kumar Sinha jointly became the owners in respect of the property mentioned in the **SCHEDULE - "A"** below and thereafter mutated their respective names before the assessment registrar of Kolkata Municipal Corporation and after mutation their property known as premises no. 18A, Pran Krishna Mukherjee Road, P.S. - Chitpur, Kolkata - 700002, Assessee No.11-006-26-0026-3, under Ward No.006, Borough No. I, within the local limits of Kolkata Municipal Corporation and at present there have no tenants in the said property mentioned in the **SCHEDULE - "A"** below and enjoying the same free from all encumbrances and paying all taxes in their favour in respect of the property mentioned in the **SCHEDULE - "A"** below.

AND WHEREAS now said owners herein have decided to develop and/or extend the property mentioned in the **SCHEDULE - "A"** below but due to insufficient fund and other sufficient reasons and also due to lack of finance and lack of technical expertise the Owners herein are searching for a reputed Promoters/Developers, who would construct multi-storied building on the **SCHEDULE - "A"** property written hereunder under certain terms and conditions at its own costs and responsibilities after obtaining necessary sanction/permission from the Competent Authority and having so decided offered the Developers to undertake the said project and the Developers agreed to take up the said project and upon such agreement the parties hereto entered into this Development Agreement under mutual terms and conditions hereinafter appearing.

NOW THIS AGREEMENT AND IT IS HEREBY AGREED DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

- 1) That this agreement shall be deemed to have commenced with effect from the date of execution of these presents.

- 2) That the Owners declares they are jointly became the owners in respect of the **SCHEDULE - "A"** property morefully described in the schedule below and the said property is free from all encumbrances, charges, liens, lispendents, attachments, trusts, mortgages and other defects whatsoever or howsoever and the said property is not subject to any order of compulsory acquisitions or requisitions whatsoever from any corner and/or under any law for the time being in force.
- 3) The Owners herein further declare that excepting the owners herein, nobody else have any right, title and interest, claim or demand whatsoever or howsoever into or upon the said property.
- 4) The Owners undertake to hand over the peaceful and vacant possession of the property for the purpose of developing the new multi-storied building on the said property by the Developers.
- 5) The Developers has entered into this Agreement relying on the aforesaid representation and/or assurances of the Owner and are acting on good faith thereof.
- 6) The Owners and the Developers have entered into this agreement purely as a contract and under no circumstances this shall be treated as partnership as between the parties and/or be treated as association of persons.
- 7) The Owners declare, agree, empower and appoint to the Developers that the Developers shall do any acts deeds as their think fit and proper for the purpose of signing and/or executing all the applications, plans, revised plan, proceedings and other papers and documents as may be required for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developers on behalf of

the Owners for construction of the multi-storied building on the property mentioned in the **SCHEDULE - "A"** below written hereunder at its own risk and cost of the Developers and as well as the power and authority to negotiate for and make any agreements, deeds, register deeds for sale of flats and garages either in complete or incomplete as the Developers desire from the Developers' allocated share and receive the earnest money and the entire consideration thereto.

- 8) The Owners declare, agree, empower and appoint to the Developers that the Developers shall appear before and to represent the Owners before any Magistrate and/or Registrar or in any Competent Court of Law or in the Office of the Registrar of Assurance at Kolkata, District Registrar, Addl. District Sub-Registrar or other offices of Authority having jurisdiction on that behalf and to present and to execute Agreement for Sale, Sale Deed, Deed of Conveyance, Lease Deed, Sub-Lease Deed and all other Deeds, agreements, instruments writings and declaration etc on behalf of the Owners for registration which the Developers shall think fit and proper and as fully and effectually in all respect as the Owners could do the same themselves in respect of the Developers' allocation of the said property as mentioned in the Schedule hereunder written in favour of intending purchaser/s.
- 9) That the Owners herein shall execute one Registered Development Power of Attorney on the same date of the execution of this agreement, in favour of the Developers conferring all powers for completing the entire construction of building, to enter into agreement with the proposed buyers of flats and taking advance and full consideration money from the buyers and for selling the proposed flats/garages/shops to the

intending purchasers by way of Registered Deed of Conveyance on behalf of the Owners in respect of Developers' allocation.

- 10) Upon taking possession of the said property the Developers shall measure and survey the said property and prepare or cause to be prepared feasible building plans, specifications, sections, elevations, of the said property and get the same approved and sanctioned from the Kolkata Municipal Corporation authority.
- 11) That the Owners hereby undertake to deliver all the original papers, documents, title deeds including mother deeds, mutation certificate, latest municipal tax receipt and all other necessary papers in respect of the said property to the Developers at the time of execution of this agreement for betterment of the said project and the Owners will give necessary consent by signing various documents for betterment of this project without raising any objection to that effect save and except the Owners' allocations as mentioned in the **SCHEDULE - "B"** hereunder.
- 12) The Owners herein undertake to hand over the peaceful and vacant possession of the property for the purpose of developing the proposed multi-storied building on the said property immediately within 7 (seven) days after the sanction of the building plan.
- 13) That the Owners will co-operate with the Developers in all respect to complete the said project.
- 14) That the Owners herein empower and give absolute liberty to the Developers herein to demolish the existing structure in the said property at the costs and expenses of the Developers and the Owners shall never raise any objection thereto. The Developers

shall have absolute right to receive the sale proceeds of the materials of the said demolished structure exclusively.

- 15) All application, plans, revised plan and other papers and documents as may be required for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developers on behalf of the Owners and in that event the Developers shall pay and bear all fees including fees of the Architects / Engineers / L.B.S. and charges and expenses required to be paid or deposited for the purpose of sanction / development of the said property and all the risk and liability together with all responsibility shall remain with the Developers and to that effect the Owners shall never be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever, eventuality takes place at the time or after construction completed and handover to the prospective purchasers.
- 16) The Developers shall commence the construction of the multistoried building in accordance with the sanctioned building plan and shall handover the complete possession of Owners' allocation in all respect within 24 (twenty four) months from the date of sanctioned building plan and/or from the date of vacant possession, whichever is later subject to force majeure. It may be mentioned here that force majeure includes any riots, earthquake, war, fire, flood, any pandemic for virus affected or beyond the reasonable control of a parties etc. Provided that this time shall be extended if the Developers are prevented by causes beyond its control or not due to any willful latches or neglect on its part in that case the Owners will further allow 6 (six) months for delivery of possession of the Owners' allocation without claiming any damages or whatsoever. It may be mentioned here

that if the Developers fail to handover the possession of Owners' allocation within the stipulated time mentioned in above then the Developers shall be bound to pay Rs.1,000/- per month to the Owners as damage/compensation till the date of handover of Owners' allocation in the newly constructed multi-storied building.

- 17) The Developers shall be authorized on behalf of Owners in so far as is necessary to apply for and obtain temporary and permanent connections of water, electricity, drains, sewerage and/or other facilities and amenities, if any, required for the construction or enjoyment of the multi-storied building at the entire cost of the Developers.
- 18) The Developers shall have absolute rights to enter and registry into any agreement for sale, final deed of conveyance to the intending purchaser / purchasers, receive earnest money, part payment and final payment from the intending purchaser/s in respect of the Developers' allocated share before handing over the complete possession of the Owners' allocated share and in such event the Owners shall not have any right to raise any objection.
- 19) The Developers shall upon the execution of this agreement be at liberty to advertise, fix hording or sign board of any kind relating to the publicity for and/or inviting the intending purchasers for the sale of residential flats, shops, garages and spaces of the said multi-storied building allocated to the Developers, morefully described in the **SCHEDULE - "C"** hereunder, with exclusive right and authority to negotiate for the sale of Developers' allocated portions to any prospective buyers before, after or in course of construction of work of the said multi-storied building at such consideration and on such terms and conditions as the

Developers shall think fit and proper. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfers from the Developers' allocated share including earnest money or part payments thereof shall be received by the Developers. The Owners herein will have no right and share and will not be entitled to any portions thereof.

20) The consideration for the Owners' allocation for transferring development rights to the Developers under this agreement will comprise of the following :

- a) The Developers shall provide the area equivalent to 30% of the sanctioned area as per sanctioned building plan including proportionate stair cases and lift in respect of the said proposed multi-storied building constructed on the property mentioned in the **SCHEDULE - "A"** below to the owners as their owners' allocation. It may be mentioned here that the owners' allocation will be consists of residential flat/s or unit etc and shall be divided among the owners according to their lawful share.
- b) It may be mentioned here that the owners shall make partition/gift of owners' allocation among themselves as per law.
- c) The Developers shall provide the aforesaid areas to the Owners including proportionate common expenses as mentioned in the **SCHEDULE - "F"** below for use of common areas and facilities mentioned in the **SCHEDULE - "E"** below.

- d) The Owners herein shall use the final roof, lift etc as common with the other Owners of the said proposed multi-storied building on **SCHEDULE - "A"** property.
 - e) The Owners allocation share shall be furnished in all respect as per specification mentioned in the **SCHEDULE - "D"** hereunder.
- 21) The balance entire constructed area in the proposed multi-storied building to be constructed on **SCHEDULE - "A"** property after deducting Owners' allocation mentioned above herein called as Developers' allocation and the Developers shall lawful beneficial Owners thereof shall be entitled to sale, transfer in any form or otherwise alienate the said portion/allocations to the intending purchasers as the Developers shall think fit and proper.
- 22) It is hereby mentioned that if the Developers wants to amalgamate the aforesaid property with the other premises and/or properties and/or adjacent premises then the Owners herein shall have no objection and/or shall have no further claim except Owners' allocation regarding the said amalgamation.
- 23) It is hereby mutually agreed, confirmed and declared by and between the parties that the Developers shall bear entire costs for the development of said property which will be started from processing of all documents and/or preparation of the building plan or revised plan (if necessary) from the Kolkata Municipal Corporation. It may be mentioned here that the Developers shall get C.C. (competency certificate or completion certificate) for the entire proposed multi-storied building from the Kolkata Municipal Corporation at their own costs and xerox copy of the same alongwith revised plan shall be handed over to the Owners.

- 24) It is hereby agreed by and between the parties that both the parties shall execute one supplementary agreement at the request of the owners herein regarding the final accommodation of the owners' allocation in floor wise as well as unit wise and the same shall be done within 12 (twelve) months from the date of sanctioned building plan from Kolkata Municipal Corporation.
- 25) The Owners shall be entitled to sale, transfer or otherwise deal with the Owners' allocation of the proposed building to any person/s and intending purchaser/s in the manner which the Owners shall think fit and proper. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfers from the Owners' allocated share including earnest money or part payments thereof shall be received by the Owners. The Developers herein will have no right and share and will not be entitled to any portions thereof.
- 26) That the notice for delivery of possession of the Owners' allocation shall be delivering by the Developers in writing or through the Advocate of the Developers either by Registered post or courier service or hand delivery with acknowledgement due card and the Owners are bound to take possession within 15 days from the date of service of said notice. Provided that the Owners' allocation is completed in all respect as per the specification and in good workmanship to the satisfaction of the Owners. If the Owners fail to take delivery of possession or neglected to do so then it will be deemed that the Owners' allocation has been already delivered.
- 27) The Developers shall at its own costs, construct and complete the proposed building at the said premises strictly in accordance with the sanctioned building plan and due modification if any

with such material and with such specification as are to be mentioned in the sanctioned building plan hereunder written and as may be recommended by the Architect/Engineer from time to time.

- 28) That the Developers shall install and erect and shall provide standard submersible pump set, overhead reservoirs, concealed electric wiring, sanitary fitting and other facilities as are required to provide in respect of building having self-contained apartment and constructed for sale of flats/shops/garages on Ownership basis and as mutually agreed.
- 29) The Developers shall pay and bear all property taxes and other Govt. dues and outgoings in respect of the building accruing due on and from the date of execution of this agreement and till the handover of the Owners' allocation to the Owners and prior to that Owners shall pay and clear all dues and taxes in respect of the property and after handing over the possession of Owners' allocation as well as possession of flats/shops/garages etc from Developers' allocation all the flat/shops/garages Owners will pay the all taxes and other Govt. dues according to their shares.
- 30) It is hereby agreed by and between the parties that the owners herein shall bear all the income taxes, GST and other taxes etc as applicable as per Indian Law in respect of the owners' allocation herein and as well as the developers herein also shall bear all the income taxes, GST and other taxes etc as applicable as per Indian Law in respect of the developers' allocation.
- 31) The Owners shall not obstruct or withheld or in any way interfere in the process of construction of the said proposed building by the Developers. The Owners shall not do any act or thing whereby the Developers shall be prevented from constructing

and completing and/or doing any other act relating to the said building and selling, assigning and/or disposing of the Developers' allocation in the said building to the intending buyers/transferees, if the Developers is not in default.

- 32) The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said property or any portion thereof at any time during the subsistence of this agreement nor shall let out, mortgage, charge or deliver possession of the said property or the Owners' allocation hereby agreed and settled or any portion thereof to any third party without the consent in writing of the Developers on and from the date of execution of this agreement.
- 33) The Owners shall keep the Developers indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by the Owners in respect of the said property or for the act and conduct of the Owners or otherwise and vice versa.
- 34) It is hereby agreed between both parties that the Developers shall take all the responsibility and/or liabilities in respect of construction of proposed multi-storied building and in such respect the Owners herein shall not take any responsibility and/or liabilities for the same.
- 35) The original papers, documents, title deeds including mother deeds, mutation certificate, latest municipal tax receipt and all other necessary papers in respect of the said property shall be kept with the Developers during the period of construction of the proposed multi-storied building so that interested persons / intending buyers shall be entitled to have inspection and upon

completion of the building the same shall be handed over to the Owners' Association on its formation.

- 36) The Developers hereby agree and covenant with the Owners not to do any act, deed or things whereby the Owners are prevented from enjoying, selling, disposing of the Owner's allocation in the proposed building at the **SCHEDULE - "A"** property after delivery of re-possession thereof to the Owners.
- 37) The Developers hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developers in relating to the making of construction of the said building. The Developers shall not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the Owners' allocation and also not to claim any amount from the sale proceeds of the Owners' allocation.
- 38) It is hereby agreed between both parties that as and from the date of completion of the building or handover the possession of flat/shop/garage, the Developers and/or its transferees and the Owners and/or its transferees and their successors shall each be liable to pay punctually and regularly proportionate common facilities and maintenance charges and other taxes, dues etc. payable in respect of their respective areas and/or shares of the constructed area.
- 39) That all the deeds, documents, drafting etc. relating to either to be concerned land or agreement to Deed of Conveyance and/or any type of drafting and documentation in respect of the said property concerning the Developers allocation shall exclusively be drawn up by the Ld. Advocate appointed by the Developers by Mr. Sudipta Kumar Das, Advocate, High Court at Calcutta

having his office at 2, Garstin Place, 4th Floor, Room No.6, Kolkata - 700 001.

- 40) It is agreed by and between the parties hereto that if the Developers start and carry out any obligation and work as laid down within this agreement, the agreement cannot be cancelled by any manner without showing proper reasons in writing at least 30 (thirty) days' notice in advance before such cancellation, otherwise no such cancellation shall be maintained and acknowledged by the Developers herein at all times. Also, the Developers shall not cancel the said Development Agreement without showing proper reasons in writing at least 30 (thirty) days' notice in advance to the Owners before such cancellation.
- 41) The name of the proposed multi-storied building shall be decided later on by the parties on mutual understanding.
- 42) That the death of any party shall not have the effect of termination of this agreement but in such case the legal heirs or nominees of the parties shall automatically step into the bindings and shares of the respective side to all intent and purpose.
- 43) That the Owners shall enjoy the common passage, common areas, path etc. as mentioned in the **SCHEDULE - "E"** below hereunder and for that the Owners shall pay the proportionate cost of maintenance as mentioned in the **SCHEDULE - "F"** below hereunder which will be fixed by the Flat Owners' Association of the said proposed building from time to time. The Owners shall join with the Association to be formed by the flat Owners of the said proposed building. So long the Association is not formed the maintenance charges fixed by the Developers shall be paid to the Developers by all the flat Owners.

- 44) It is agreed and declared by and between the parties that both parties shall always co-operate with one another for giving effect to this agreement, but in case any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreements or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitral tribunal shall be composed of a sole Arbitrator appointed by the parties mutually. The place of arbitration shall be at Kolkata and any award made whether interim or final, shall be deemed for all purposes between the parties to be made in Kolkata. The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto. The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English.
- 45) It is agreed and declared by and between the parties that the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court alone shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

SCHEDULE - "A" ABOVE REFERRED TO:
(Description of the existing entire property)

ALL THAT piece and parcel of bastu land measuring about 3 (three) Cottahs 11 (eleven) Chittacks, a little more or less, together with old dilapidated three storied residential brick building total measuring about 3892 Sq. Ft. (i.e. Gr. Floor - 1593 Sq. Ft., 1st Floor - 1274 Sq. Ft. and 2nd

Floor – 1025 Sq. Ft. respectively), more or less, cement flooring, standing thereon, which is situated at Dist. – South 24 Parganas, Police Station – Chitpur, being municipal premises no. 18A, Pran Krishna Mukherjee Road, P.S. – Chitpur, Kolkata - 700002, Assessee No.11-006-26-0026-3, under Ward No.006, Borough No. I, within the local limits of Kolkata Municipal Corporation, together with all easement rights over the said property, butted and bounded by :

- | | |
|--------------|---|
| On the NORTH | : 4 ft. wide Common Passage; |
| On the SOUTH | : 30 ft. wide Pran Krsihna Mukherjee Road; |
| On the EAST | : Pre. No.18B, Pran Krishna Mukherjee Road; |
| On the WEST | : 4 ft. wide Common Passage; |

SCHEDULE – “B” ABOVE REFERRED TO:

[Owners’ Allocation]

Owners’ allocation will comprise for construction of proposed multi-storied building, the details are as follows :

1. The Developers shall provide the area equivalent to 30% of the sanctioned area as per sanctioned building plan including proportionate stair cases and lift in respect of the said proposed multi-storied building constructed on the property mentioned in the **SCHEDULE – “A”** below to the owners as their owners’ allocation. It may be mentioned here that the owners’ allocation will be consists of residential flat/s or unit etc and shall be divided among the owners according to their lawful share.
2. It may be mentioned here that the owners shall make partition/gift of owners’ allocation among themselves as per law.
3. The Developers shall provide the aforesaid areas to the Owners including proportionate common expenses as mentioned in the

SCHEDULE - "F" below for use of common areas and facilities mentioned in the **SCHEDULE - "E"** below.

4. The Owners herein shall use the final roof, lift etc as common with the other Owners of the said proposed multi-storied building on **SCHEDULE - "A"** property.
5. The Owners allocation share shall be furnished in all respect as per specification mentioned in the **SCHEDULE - "D"** hereunder.

SCHEDULE - "C" ABOVE REFERRED TO:

[Developers' Allocation]

Developers' allocation will comprise for construction of proposed multi-storied building, the details are as follows:

- a) The balance entire constructed area in the proposed multi-storied building to be constructed on **SCHEDULE - "A"** property after deducting Owners' allocation mentioned above herein called as Developers' allocation and the Developers shall lawful beneficial Owners thereof shall be entitled to sale, transfer in any form or otherwise alienate the said portion/allocation to the intending purchasers as the Developers shall think fit and proper.

SCHEDULE - "D" ABOVE REFERRED TO:

[Structure and Specification]

- 1) Foundation : R.C.C. foundation and super structure.
- 2) Walls : 8" / 5" thick main wall, 5" / 3" thick partition walls including plaster and all inside walls will be finished with wall putty.

- 3) Doors : Main door will be made of standard quality of Flash Door (water proof), Door frame will be made of Sal Wood and other doors will be of flashed type with provisional standard plywood.
- 4) Windows : Aluminum windows fitted with glass and outer window covered by standard quality of grill.
- 5) Floors : All rooms laid with marble/tiles with 4" high skirting, kitchen laid with marble/tiles. Toilet walls will be of 6' height around the toilet wall areas. Toilet floors will be made by marble.
- 6) Toilet and Sanitary fittings : Toilets will be provided one normal white commode with cistern, one shower, two tap in the toilet, water line will be concealed type made of PVC pipe supplied as per requirements (all fittings, fixtures will be standard quality). One white basin of standard quality inside dining space.
- 7) Electrical : Concealed wiring throughout the flats, one Calling Bell Point and One Light Point at Main Door of each flat and Two Light Points, One Fan Point, One Plug Point in each Bed Room. In Dining Room One Freeze Point of 15 Amps, Two Light Points, One Fan Point, One Point for TV. In the Toilet there will be One Light Point, One Gizer point and One Exhaust Fan Point. At kitchen One Light Point, One 15 Amps Plug Point and One Exhaust Fan/Chimney Point. In the Balcony one Light Point and One Plug Point. Two AC point in each flat. Wire - Finolex or

equivalent (ISI approved), Modular Switches – Pritam (Try) or equivalent (ISI approved).

- 8) Water supply : 24 hours water supply via overhead tank. The Developers shall provide one municipal water connection from Kolkata Municipal Corporation in the said multi-storied building.
- 9) Kitchen : Cooking platform will be of black stone, one SS sink will be provided 3 ft high skirting (Glazed tiles) above the cooking platform. One tap point inside the kitchen at sink and one tap point below the sink.
- 10) Roof : Water proofing treatment with net cementing on top floor.
- 11) Extra work : Extra work will be according to the choice of the parties. The work will be made by the only Developer after settlement of rates for the said job. The payment of extra work should be made at the time of settlement through the engineer.
- 12) Electric Meter : Infrastructure Development cost for electric meter of Rs.20,000/- will be paid extra for each flat by each flat Owner/s.
- 13) Flat area : Area of the flat, i.e. super built up area is of the total covered up area of the flat [(Totaling of Covered Area + Proportionate of Stair Case + Lift) x 25% Super Built-up area].

SCHEDULE - "E" ABOVE REFERRED TO :**(Common areas and facilities)**

- 1) All that the piece and parcel of the land hereditaments and premises described in the **SCHEDULE - "A"** hereinabove written shall for all intents and purposes remain common in the joint property (nor partible).
- 2) Foundation columns, beams, vertical lateral supports, common walls, boundary walls, corridors, entrance gate, passage, pathways in the said premises.
- 3) The main gates and passage and side space of the said building.
- 4) Installations of common services, viz.. electricity, water supply system, rain water discharge system, common pipes, water, sewers, sanitation drain etc.
- 5) General lighting of the common portion and electrical fittings, common electrical cable line fittings and fixtures in the common areas including landings and outside walls of the said building.
- 6) Stair cases, final roof, landings, open yard/corridor, lift, lift room, boundary walls etc. of the said building.
- 7) Pump/Motor room, Water reservoir, water tank (both underground and overhead), septic tank, sewerage and sanitation.
- 8) Light fittings in the common spaces including landings and outside walls of the said building, pump/motor room etc. Electric meter and electric wiring, cables, meter box etc.

SCHEDULE - "F" ABOVE REFERRED TO :**(Proportionate common expenses)**

- 1) Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water

pipes, pump and storage tanks, gas pipes, drains, sewerages, lift, lift room, overhead and electric wires, electric meter and cables, motor pump and other appliances and passages in or under the building and the main entrance, passages, landings, staircase, boundary wall of the building.

- 2) The cost of cleaning and lighting of the passage landings, staircase and other parts of the building as enjoyed or used by the Purchaser in common as aforesaid.
- 3) The cost of the decorating the exterior part of the building. The cost of working and maintenance of pumps, motors etc.
- 4) Municipal and other taxes for the time being assessed and also outgoings, if any, as and when payable.
- 5) Maintenance charges to be paid by the flat Owner from the date of possession or from the date of these presents whichever is earlier.
- 6) Proportionate amount payable towards municipal rates, taxes and impositions betterment fees and such other government rates, taxes etc may be necessary and payable to the Kolkata Municipal Corporation concerning the said premises.

IN WITNESS WHEREOF the parties hereunto set and subscribe their respective hands with free Will, consent and without any compulsion or pressure on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties in the presence of :

1. Biswajit Saha
Advocate
District Judge Court,
Barasat

[Signature]

[Signature]

Signature of the Owners

R. K. CONSTRUCTION

Ashish Kumar
Partners

R. K. CONSTRUCTION

[Signature]
Partners

Signature of the Developers

Drafted, read over and explained
by me in Bengali to the respective
parties in the presence of aforesaid
witnesses:

Sudipta Kumar Das

Sudipta Kumar Das


Advocate,

High Court at Calcutta


Enroll No.WB/1180/2008

FORM FOR EXECUTION & FINGER PRINTS


(1) NAME: ARUN KUMAR SHAW *Arun K Shaw*

					
	Little	Ring	Middle	Fore	Thumb
	(LEFTHAND)				
	Thumb	Fore	Middle	Ring	Little
	(RIGHTHAND)				

(2) NAME: AMAR KUMAR SINHA *Amar K Sinha*

					
	Little	Ring	Middle	Fore	Thumb
	(LEFTHAND)				
	Thumb	Fore	Middle	Ring	Little
	(RIGHTHAND)				

(3) NAME: ABHISHEK SHAW *Abhishek Shaw*

					
	Little	Ring	Middle	Fore	Thumb
	(LEFTHAND)				
	Thumb	Fore	Middle	Ring	Little
	(RIGHTHAND)				

FORM FOR EXECUTION & FINGER PRINTS

(1) NAME: INDRAJIT SINHA

Indrajit Sinha



	Little	Ring	Middle	Fore	Thumb
	(LEFTHAND)				
	Thumb	Fore	Middle	Ring	Little
	(RIGHTHAND)				

(2) NAME:

PHOTO					
	Little	Ring	Middle	Fore	Thumb
	(LEFTHAND)				
	Thumb	Fore	Middle	Ring	Little
	(RIGHTHAND)				

(3) NAME:

PHOTO					
	Little	Ring	Middle	Fore	Thumb
	(LEFTHAND)				
	Thumb	Fore	Middle	Ring	Little
	(RIGHTHAND)				



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192024250278071178

GRN Details

GRN: 192024250278071178
GRN Date: 16/11/2024 20:42:57
BRN : 5734686289535
Gateway Ref ID: IGASCD FSS8
GRIPS Payment ID: 161120242027807116
Payment Status: Successful
Payment Mode: SBI Epay
Bank/Gateway: SBlePay Payment Gateway
BRN Date: 16/11/2024 20:43:33
Method: State Bank of India NB
Payment Init. Date: 16/11/2024 20:42:57
Payment Ref. No: 2002899505/3/2024
[Query No/**/Query Year]

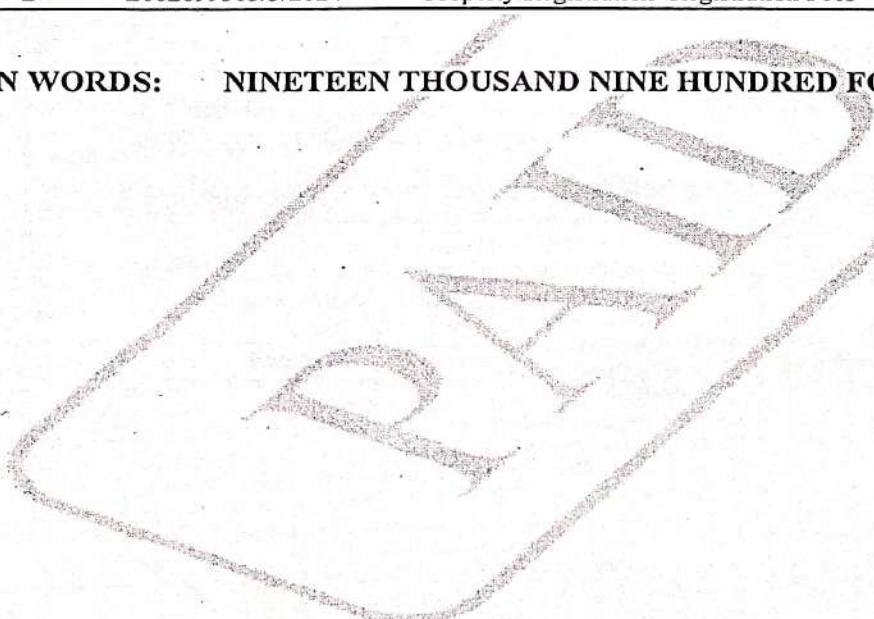
Depositor Details

Depositor's Name: Mr Sudipta Kumar Das
Address: 2/24 Jogendra Basak Road, Baranagar, Kolkata - 700036
Mobile: 9433745730
EMail: sudiptakrdas2004@gmail.com
Period From (dd/mm/yyyy): 16/11/2024
Period To (dd/mm/yyyy): 16/11/2024
Payment Ref ID: 2002899505/3/2024
Dept Ref ID/DRN: 2002899505/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002899505/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	1920
2	2002899505/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				19941

IN WORDS: NINETEEN THOUSAND NINE HUNDRED FORTY ONE ONLY.



Major Information of the Deed

Deed No :	I-1902-13424/2024	Date of Registration	18/11/2024
Query No / Year	1902-2002899505/2024	Office where deed is registered	
Query Date	16/11/2024 2:05:45 AM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sudipta Kumar Das Sagar Mansion, 2, Garstin Place, 4th Floor, Room No.6, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9433745730, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,39,81,501/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



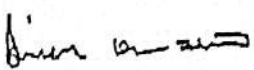


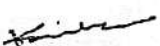
District: South 24-Parganas, P.S:- Chitpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pran Krishna Mukherjee Road, , Premises No: 18A, , Ward No: 006 Pin Code : 700002

Sch No	Plot Number	Khatlan Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 11 Chatak	1/-	1,10,62,501/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :				6.0844Dec	1 /-	110,62,501 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3892 Sq Ft.	1/-	29,19,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1593 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1274 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 1025 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		3892 sq ft	1 /-	29,19,000 /-	






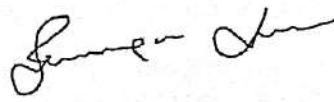
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Arun Kumar Shaw, (Alias: Mr Arun Kumar Show) Son of Late Tarachand Shaw Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office	 18/11/2024	 LTI 18/11/2024 Captured	 18/11/2024
16/1A Pran Krishna Mukherjee Road, City:- Not Specified, P.O:- Cossipore, P.S:-Chitpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700002 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.: avxxxxxx0j, Aadhaar No: 60xxxxxxxx5490, Status :Individual, Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mr Amar Kumar Sinha Son of Late Mrigendra Lal Sinha Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office	 18/11/2024	 LTI 18/11/2024 Captured	 18/11/2024
13 Pran Krishna Mukherjee Road, City:- Not Specified, P.O:- Cossipore, P.S:-Chitpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700002 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX7 , PAN No.: Alxxxxxx6l, Aadhaar No: 89xxxxxxxx2455, Status :Individual, Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office				



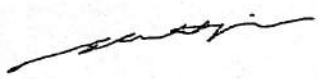
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	R K Construction 13, Pran Krishna Mukherjee Road, City:- Not Specified, P.O:- Cossipore, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700002 Date of Incorporation:XX-XX-2XX3 , PAN No.: abxxxxxx6l,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Abhishek Shaw (Presentant) Son of Mr Arun Kumar Shaw Date of Execution - 18/11/2024, , Admitted by: Self, Date of Admission: 18/11/2024, Place of Admission of Execution: Office	 Nov 18 2024 5:31PM	 Captured LTI 18/11/2024	 18/11/2024
	16/1A Pran Krishna Mukherjee Road, City:- Not Specified, P.O:- Cossipore, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: Jcxxxxxx1q, Aadhaar No: 49xxxxxxxx7463 Status : Representative, Representative of : R K Construction (as Partner)			
2	Name	Photo	Finger Print	Signature
	Mr Indrajit Sinha Son of Mr Amar Kumar Sinha Date of Execution - 18/11/2024, , Admitted by: Self, Date of Admission: 18/11/2024, Place of Admission of Execution: Office	 Nov 18 2024 5:34PM	 Captured LTI 18/11/2024	 18/11/2024
	13 Pran Krishna Mukherjee Road, City:- Not Specified, P.O:- Cossipore, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX2 , PAN No.:: nmxxxxxx2m, Aadhaar No: 29xxxxxxxx1447 Status : Representative, Representative of : R K Construction (as partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Soumya Chatterjee Son of Mr Tapan Kumar Chatterjee 2 Garstin Place 4th Floor, City:- Not Specified, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 18/11/2024	 Captured 18/11/2024	 18/11/2024
Identifier Of Mr Arun Kumar Shaw, Mr Amar Kumar Sinha, Mr Abhishek Shaw, Mr Indrajit Sinha			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Arun Kumar Shaw	R K Construction-3.04219 Dec
2	Mr Amar Kumar Sinha	R K Construction-3.04219 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr Arun Kumar Shaw	R K Construction-1946.00000000 Sq Ft
2	Mr Amar Kumar Sinha	R K Construction-1946.00000000 Sq Ft

Endorsement For Deed Number : I - 190213424 / 2024

On 18-11-2024

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

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

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

Presented for registration at 16:16 hrs on 18-11-2024, at the Office of the A.R.A. - II KOLKATA by Mr Abhishek Shaw

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 1,39,81,501/-

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

Execution is admitted on 18/11/2024 by 1. Mr Arun Kumar Shaw, Alias Mr Arun Kumar Show, Son of Late Tarachand Shaw, 16/1A Pran Krishna Mukherjee Road, P.O: Cossipore, Thana: Chitpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700002, by caste Hindu, by Profession Business, 2. Mr Amar Kumar Sinha, Son of Late Mrigendra Lal Sinha, 13 Pran Krishna Mukherjee Road, P.O: Cossipore, Thana: Chitpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700002, by caste Hindu, by Profession Business

Identified by Mr Soumya Chatterjee, , , Son of Mr Tapan Kumar Chatterjee, 2 Garstin Place 4th Floor, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 18-11-2024 by Mr Abhishek Shaw, Partner, R K Construction (Partnership Firm), 13, Pran Krishna Mukherjee Road, City:- Not Specified, P.O:- Cossipore, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700002

Identified by Mr Soumya Chatterjee, , , Son of Mr Tapan Kumar Chatterjee, 2 Garstin Place 4th Floor, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 18-11-2024 by Mr Indrajit Sinha, partner, R K Construction (Partnership Firm), 13, Pran Krishna Mukherjee Road, City:- Not Specified, P.O:- Cossipore, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700002

Identified by Mr Soumya Chatterjee, , , Son of Mr Tapan Kumar Chatterjee, 2 Garstin Place 4th Floor, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 16/11/2024 8:43PM with Govt. Ref. No: 192024250278071178 on 16-11-2024, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 5734686289535 on 16-11-2024, 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 100.00/-, by online = Rs 19,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 38582, Amount: Rs.100.00/-, Date of Purchase: 14/11/2024, Vendor name: M Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 16/11/2024 8:43PM with Govt. Ref. No: 192024250278071178 on 16-11-2024, Amount Rs: 19,920/-, Bank: SBI EPay (SBlePay), Ref. No. 5734686289535 on 16-11-2024, Head of Account 0030-02-103-003-02



Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2024, Page from 727938 to 727975
being No 190213424 for the year 2024.



fin2

Digitally signed by SATYAJIT BISWAS
Date: 2024.11.20 14:08:44 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 20/11/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.