

8/13/2020

T-7937/2020

भारतीय गैर न्यायिक INDIA NON JUDICIAL



পশ্চিমবঙ্গ পশ্চিম বেঙ্গাল WEST BENGAL

F 508893

1/401  
6/11/2020  
2001315540  
Certified that the document is admitted  
to registration. The Signature sheet and  
the endorsement sheets attached with  
this document are the part of this  
document.

Adm. District Sub-Registrar  
Mata. South 24 Parganas  
06/11/2020

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and  
executed at Kolkata on this .....<sup>6<sup>th</sup></sup> day of  
November 2020

BETWEEN

**SMT. DOLLY GHOSH, (PAN COEPG7581N AADHAAR NO 8868 4161 6933)** Wife of Late Sukumar Ghosh, by faith-Hindu, by Occupation-Housewife, residing at 268, Ho-Chi-Minh Sarani, Sakuntala Park, Police Station: Parnasree, Kolkata- 700061 (2) **SRI SUBRATA GHOSH, (PAN ATVPG0199C AADHAAR NO 9613 3038 5180)** son of Late Sukumar Ghosh, by faith-Hindu, by Occupation-Business, residing-at 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061; (3) **SMT. SOMA SETT (NEE GHOSH), (PAN DXFPS1294K, AADHAAR NO 2799 7400 8214)** Wife of Sri Subir Sett, daughter of Late Sukumar Ghosh, by faith- Hindu, by Occupation-Housewife, residing at 268A, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061; (4) **SMT. SHIKHA BHATTACHARJEE ( NEE GHOSH) , (PAN DSTPB2236M, AADHAAR NO 4508 3514 9067)** wife of Late Dipankar Bhattacharjee, daughter of Late. Sukumar Ghosh, by faith-Hindu. by Occupation- Housewife, residing at 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700 061; (5) **SMT. TANUSHREE DEBNATH (NEE GHOSH), (PAN BUDPD4253L, AADHAAR NO 4721 0594 0501)** wife of Sri Partha Debnath, daughter of Late Sukumar Ghosh, by faith-Hindu,, by Occupation-Housewife, residing at 268A, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700 061; 6) **SHRI NABA KUMAR GHOSH (PAN ACVPG2694K, AADHAAR NO 6172 8630 4194)** Son of Late Sudhir Kumar Ghosh, by faith-Hindu, by Occupation-Retired person, residing-at 268A, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700 061, 7) **SHRI BABLU GHOSH (PAN BEUPG2075L, AADHAAR NO 2835 8121 6205)** Son of Late Sudhir Kumar Ghosh by faith-Hindu, by Occupation- Service, , 8). **SMT. MAYA DAS (PAN GPTPD3921M, AADHAAR NO 2957 1826 1588)** Wife of Bimal Das , Daughter of Late Sudhir Kumar Ghosh Both residing-at 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061 hereinafter called and referred to as the **OWNERS/FIRST PARTY** (which term or expression shall unless excluded by or repugnant

to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

**M/S. KAMAKHYA CONSTRUCTION (PAN- AAWFK4286A)**, a Partnership Firm having its office at 70, Bhupen Roy Road, Kolkata - 700034 being represented by its Partners **1. SRI RAJIB CHAKRABORTY (PAN - AEOPC8681B, AADHAAR NO- 8840 1853 5332)** son of Late Samir Chakraborty, By faith Hindu, By Nationality - Indian, By Occupation Business, of 70, Bhupen Roy Road, Kolkata- 700034 AND **2. SRI GANESH PAUL (PAN - AKCPP8838R, AADHAAR NO- 792072370325)**, son of Late Anil Krishna Pal By faith Hindu, By Nationality - Indian, By Occupation Business, of Ketopol, Beldanga Road, P.O- jate Shibrampur, P.S-Maheshtala, Kolkata-700141, hereinafter called and referred to as the **of the 'DEVELOPER/ SECOND PARTY'** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives, successors, successors-in-office and/or permissive assigns) of the OTHER PART

WHEREAS one Sri Kalipada Mukhopadhyay was the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 1.37 (one point three seven} acres, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at Biren Roy Road (West) now known as Ho-Chi- Minh Sarani, Police Station- Behala now Parnasree, within, the then South Suburban Municipality now within the territorial limits of Kolkata Municipal Corporation, under its Ward No. 128, District Sub-Registration Office at Alipore and Additional District

Sub-Registration Office at Behala, District: 24 Parganas now South 24 Parganas.

**AND WHEREAS** the said Kalipada Mukhopadhyay died intestate leaving behind his only son namely Sri Bibhuti Bhusan Mukhopadhyay as his heirs and after the demise of Sri Kalipada Mukhopadhyay his only son Sri Bibhuti Bhusan Mukhopadhyay become the owner of the property left by Kalipada Mukhopadhyay and enjoying the same by paying taxes and outgoings to the appropriate authority. The name of Sri Bibhuti Bhusan Mukhopadhyay was published and recorded under Revisionsal Settlement in respect of land measuring 1.37 acres lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui.

**AND WHEREAS** during the lifetime the said Sri Bibhuti Bhusan Mukhopadhyay sold a part of the aforesaid property and he retained ALL THAT piece and parcel of land measuring 1 (one) Bigha 14 (fourteen) Cottahis, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui.

**AND WHEREAS** the said Sri Bibhuti Bhusan Mukhopadhyay died intestate leaving behind his wife Smt. Basanti Devi, two sons Ask Kumar Mukhopadhyay and Sri Swapan Kumar Mukhopadhyay, one unmarried daughter Miss. Sobha Mukhopadhyay and two married daughters Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay as his heirs and after the demise of Sri Bibhuti Bhusan Mukhopadhyay his wife, two sons and three daughters inherited the said property according to law.

**AND WHEREAS** after getting the aforesaid property by virtue of inheritance, the said Smt. Basanti Devi, Sri Asit Kumar Mukhopadhyay, Sri Swapan Kumar Mukhopadhyay, Miss. Sobha Mukhopadhyay, Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay were jointly seized and possessed of the same as

owners and enjoying it by paying taxes and outgoings to the appropriate authority.

**AND WHEREAS** by virtue of a registered Deed of Conveyance, dated 20.09.1978, the said Smt. Basanti Devi, Sri Asit Kumar Mukhopadhyay, Sri Swapan Kumar Mukhopadhyay, Miss. Sobha Mukhopadhyay, Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay sold, transferred and conveyed ALL THAT piece and parcel of land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza ; Parui unto and in favour of **Sri Sukumar Ghosh and Sri Naba Kumar Ghosh**, both sons of Late Sudhir Kumar Ghosh. The said Deed was registered at the Office of the Sub-Registrar at Behala and recorded in Book No. 1, Volume No. 40, Page Nos. 96 to 101, Being No. 1936 for the year 1978.

**AND WHEREAS** after purchasing the aforesaid property., the said **Sri Sukumar Ghosh and Sri Naba Kumar Ghosh**, both sons of Late Sudhir Kumar Ghosh were jointly seized and possessed of the same as owners and enjoying the same by paying taxes and outgoings to the appropriate authority.

**AND WHEREAS** owing to disturbances in joint possession and for better and beneficial enjoyment, the said Sri Sukumar Ghosh and Sri Naba Kumar Ghosh, executed and registered a Deed of Partition dated 04.05.1988 in respect of ALL THAT piece and parcel of land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui. The said Deed was registered at the office of Additional District Sub-Registrar at Behala and entered in Book No.I, Being No. 1347 for the year 1988.

**AND WHEREAS** by virtue of the said Deed of Partition, the said Sri Sukumar Ghosh as party of the First part got ALL THAT piece and

parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, from the western side out of total land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, which has been mentioned in Schedule "kha" therein and delineated with "RED" border and marked as "A" together with all right of easements, facilities and amenities annexed thereto, while the said Sri Naba Kumar Ghosh as party of the Second part got ALL THAT piece and parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 31 (thirty one) Square feet, be the same or little more or less, from the eastern side out of total land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, which has been mentioned in First Schedule therein and delineated with "YELLOW" border and marked as "B" together with right of easements facilities and amenities annexed thereto.

**AND WHEREAS** after getting demarcated land by virtue of the Deed of Partition, the said Sri Sukumar Ghosh, got his name mutated and separately assessed in respect of ALL THAT piece and parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, in the records of the Kolkata Municipal Corporation and it has since been known as 268, Ho-Chi-Minh Sarani corresponding to mailing address 268/N/1, Ho-Chi-Minh Sarani, Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061 under Assessee **No.41-128-11-0371-8** and enjoying the same by paying taxes and outgoings to the appropriate authority. The said Sri Sukumar Ghosh constructed building upon the aforesaid property and was residing there with the members of his family. The said Sri Sukumar Ghosh got his name mutated and recorded in respect of land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, equivalent to 2 (two) decimals in the records of B.L. & L.R.O. under L.R. Khatian No.4538.

AND WHEREAS the said Sri Sukumar Ghosh died intestate on 27.08.1994 leaving behind his wife **Smt. Dolly Ghosh**, three daughters namely Soma Sett (Nee Ghosh), Smt. Sikha Bhattacharya (Nee Ghosh), Smt. Tanushree Debnath (Nee Ghosh), and one son namely **Sri Subrata Ghosh** and inherited undivided 1/5<sup>th</sup> share in the aforesaid property jointly according to law.

AND WHEREAS Said **Smt. Dolly Ghosh**, Soma Sett (Nee Ghosh), Smt. Sikha Bhattacharya (Nee Ghosh), Smt. Tanushree Debnath (Nee Ghosh), and **Sri Subrata Ghosh** became the absolute owner of the said land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, and they muted their name in the records of the Kolkata Municipal Corporation and it has since been known as as KMC premises No 268, Ho-Chi-Minh Sarani corresponding to mailing address 268/N/1, Ho-Chi-Minh Sarani, being **Assessee No- 411-28-110-371-8** Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061,

AND WHEREAS after getting demarcated land by virtue of the Deed of Partition, the said **Sri Naba Kumar Ghosh**, became te abosolute owner and got his name mutated and separately assessed in respect of ALL THAT piece and. parcel of-demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 31 (thirty one) Square feet, be the same or little more or less, in the records of the Kolkata Municipal Corporation and it has since been known as 268A, Ho-Chi-Minh Sarani correponding to mailing address 268A, Ho-Chi-Minh Sarani, Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061 under Assessee **No.41-128-11-1324-4**

AND WHEREAS by the virtue of deed gift / exchange of Dated **24/08/2020**, Deed Nos 05303 & 05304, registered at A.D.S.R Behala the said Smt. **Dolly Ghosh**, Smt. Soma Shett Alies (Nee

Ghosh, Smt. Sikha Bhattacharya (Nee Ghosh), Smt. Tanusree Ghosh (Nee Ghosh), Sri Subrata Ghosh and Naba kumar Ghosh became the absolute and joint owner of land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in R.S. & L.R. Dag No. 2946, under R.S. Khatian No. 520 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at and being 268, Ho-Chi-Minh Sarani, Police Station-Behala now Parnasree, Kolkata-700061, being **Assessee No- 411-28-110-371-8**, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128

AND WHEREAS one Sudhir Kumar Ghosh was the Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 5 (five) decimals, be the same or little more or less, by the virtue of patta deed issued by sector land reform division Sadar circle behala of west Bengal govt. dated **20.05.1969** with full possession rights lying and situate in R.S. Dag No. 2947/6, under R.S. Khatian No. 585 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at Biren Roy Road (West) now known as Ho-Chi-Minh Sarani, Police Station- Behala now Parnasree, within the then South Suburban Municipality now within the territorial limits of Kolkata Municipal Corporation, under its Ward No.128 District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District: 24 Parganas now South 24 Parganas,

AND WHEREAS the said Sudhir Kumar Ghosh got it name mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation and the property has since been known as Municipal Premises No. 278, Ho-Chi-Minh Sarani, Police Station- Behala now Parnasree, Kolkata-700061, within the territorial limits

of Kolkata Municipal Corporation, in its Ward No. 128, under Assessee No. 41-128-11-0381-0.

AND WHEREAS the said Sudhir Kumar Ghosh died intestate on 01.11.1988 leaving behind his wife-Smt. Santiiata Ghosh, three sons-Sri Nabakumar Ghosh, Sri Sukumar Ghosh and Sri Bablu Ghosh and one daughter namely Smt. Maya Das, wife of Sri Bimal Das as his heirs and after the demise of Sudhir Kumar Ghosh his wife, three sons and one daughter inherited the aforesaid property jointly according to law each having undivided 1/5<sup>th</sup> share in it.

AND WHEREAS the said Sukumar Ghosh died intestate on 27.08.1994, leaving behind his wife Smt, Dolly Ghosh, three daughters namely Smt. Soma Sett, Smt. Sikha Bhattachatya, Smt. Tanusree Ghosh and one son namely Sri Subrata Ghosh and his mother Santiiata Ghosh and after the demise of Sukumar Ghosh his wife, three daughters, one son and his mother inherited undivided 1/5<sup>th</sup> share in the aforesaid property jointly according to law,

AND WHEREAS the said Santiiata Ghosh died intestate on 23.11.2007, leaving behind her two sons-Sri Nabakumar Ghosh and Sri Bablu Ghosh and a daughter Smt. Maya Das, wife of Sri Bimla Das and daughter-in-law Smt, Dolly Ghosh, three grand daughters namely Smt. Soma Sett, Smt. Sikha Bhattacharjee, Smt. Tanushree Debnath and one grant son namely Sri Subrata Ghosh as her heirs, who inherited the property left by Santilata Ghosh jointly according to law.

AND WHEREAS the present Owners jointly owned and possessed of ALL THAT piece and parcel of demarcated land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, Along with one stored building standing thereupon, lying and situate in R.S. & L.R. Dag No. 2946, under

R.S. Khatian No. 520 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351,at and being Premises No. 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128, under Assessee No. **411-28-110-371-8**, which has been specifically described in the SCHEDULE "A" hereunder.

AND WHEREAS the Owners herein also become the joint owners and also owned and possessed of undivided and undemarcated 1/4 share being land measuring of ALL THAT piece and parcel of land measuring about 5 decimals equivalent to 3 cottahs along with structure standing thereupon, lying and situate in R.S. Dag No. 2947/6, under R.S. Khatian No. 585 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351,at and being Municipal Premises No. 278, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061. within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128, under Assessee No. 41-128-11-0381-0.

AND WHEREAS by the virtue of deed of Gift/Exchange Dated 19/09/2020, Deed No **03739**, registered in the the office of A.R.A. III at Kolkata the said 1 ) SMT. DOLLY GHOSH, (2) SRI SUBRATA GHOSH, (3) SOMA SETT (NEK GHOSH), (4) SMT. SIKHA BHATTACHARJEE (NEE GHOSH), (5) SMT. TANUSHREE DEBNATH ( NEE GHOSH), 6) SHRI NABA KUMAR GHOSH 7) SHRI BABLU GHOSH , 8). SMT. MAYA DAS became the absolute and joint owner of land measuring 6 (Six) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in R.S. & L.R. Dag No. 2946, 2947/6 under R.S. Khatian No. 520, 585 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351,at and being 268, Ho-Chi-Minh Sarani, Police Station-Behala and being 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-

700061, within the territorial limits of Kolkata Municipal Corporation under Assessee No. 411-28-110-371-8, in its Ward No.128

**AND WHEREAS** during enjoyment of the said property the Owners/First Party herein intends to develop the said property by raising a modern decent residential multi-storied building thereon as per sanctioned plan to be sanctioned by the Kolkata Municipal Corporation after demolition of the existing structure Rooms standing thereon. But she realizes that it is quite impossible for him to develop the said property due to insufficient of ready/ fund and was in search of a suitable solvent Contractor/Developer who will be able to raise such construction upon the aforesaid property.

**AND WHEREAS** knowing such intention of the Owners/First Party the Developer/Second Party herein approached to the Owners/First Party herein for the said development by construction of a "BUILDING" on the said property, morefully and particularly as per plan to be sanctioned and/or approved by the Kolkata Municipal Corporation for the mutual benefits of parties to this Agreement.

**AND WHEREAS** having relied upon the aforesaid representation made by the owners/first party herein the developer has discussed with the owners the terms and conditions on which development of the said premises can be undertake from his ready fund of the developer.

**AND WHEREAS** finally the developer/second party herein upon the representation made by the owners/first party has agreed to develop the said premises by constructing a multi storied building at the said Premises in accordance with the building plan to be approved by the owner and to be sanctioned by the Kolkata Municipal Corporation and other allied works on the terms and condition appearing hereinafter at the cost to be paid by the developer and / or

received or obtained from time to time from the intending purchaser/s of the flats of apartments to be construction and will be comprised in the said new building, hereinafter for the sake of brevity referred to as the "said building"

**AND WHEREAS** the Owners/first party herein agreed to enter into an Agreement for Development for their property at municipal premises No. 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128 with the following terms and conditions as hereinafter appearing.

**Now the agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:-**

**ARTICLE I- DEFINITIONS**

Unless excluded by or repugnant to the subject or context of the instant presents:

**1.1 PREMISES / SAID PROPERTY**- shall mean **ALL THAT** piece and parcel of land admeasuring 6 Cottahs 1 Chittaks 16 Sqft togetherwith structure measuring about 500 sq.ft. standing over the land being portion of R.S. & L.R. Dag No. 2946, 2947/6 under R.S. Khatian No. 520, 585 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351,at and being 268, Ho-Chi-Minh Sarani, Police Station-Behala under Sub-Registry Office at Behala, Police Station Behala (**Now Parnasree**), within Ward No. 128 of the Kolkata Municipal Corporation (South Suburban Unit)and recorded as K.M.C. premises No. 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, Assessee No. **411-28-110-371-8** within the territorial limits of Kolkata Municipal Corporation in its Ward No.128, under Police Station Behala (**Now Parnasree**) addl District sub-registry office at Behala in the district of south 24 parganas TOGETHER WITH all boundary walls, areas, sewers, drains, ditches, paths,

passages, waters, water courses and all manner of ancient and other rights, lights, liberties, easements, privileges, emoluments, appurtenances, advantages whatsoever standing and being in, or upon or belonging thereto or any part thereof, for the sake of brevity hereinafter referred to as the 'said land'. Described in the First Schedule written hereunder.

**1.2 Building** - shall mean the proposed multi-storied building to be constructed as per the plan prepared by the developer and sanctioned by the Kolkata Municipal Corporation, on the "said property" and shall include the other spaces intended or meant for the enjoyment of the said building.

**1.3 Common Facilities** - shall include corridors, hallways, stairways, landings, water reservoir, pump room, passageways, driveways, gardens, parkways, generator room (if necessary) and other spaces and facilities whatsoever required for the establishment location, enjoyment, provision, maintenance and/or management of the building(s) and/or common facilities or any of them thereon as the case may be, morefully and particularly described in the fourth schedule written hereunder.

**1.4 Saleable Space** - shall mean the space in the building for independent use and occupation and shall include proportionate share of independent user on the common facilities and spaces required thereof for lawful prudent enjoyment of the same.

**1.5 Owner's Allocation** - shall mean the saleable allocation to the owner in the building to be constructed in the manner hereinafter provided as specifically mentioned in **ARTICLE VII, CLAUSE 7.1** OF these presents, morefully and elaborately described in the second schedule hereunder written.

**1.6 Developer's Allocation** - shall mean the saleable space allocable to the developer in the building to be constructed in the

manner hereinafter provided as specifically mentioned in **ARTICLE VII, CLAUSE7.6** OF these presents, morefully and elaborately described in the third schedule hereunder written.

**1.7 Architect**- shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.

**1.8 Developer**- shall mean **M/S. KAMAKHYA CONSTRUCTION (PAN:- AAWFK4286A)**, a Partnership Firm having its office at 70, Bhupen Roy Road, Kolkata - 700034 being represented by its Partners **1. SRI RAJIB CHAKRABORTY (PAN - AEOPC8681B, AADHAAR NO- 8840 1853 5332)** son of Late Samir Chakraborty, By faith Hindu, By Nationality - Indian, By Occupation Business, of 70, Bhupen Roy Road, Kolkata-700034 AND **2. SRI GANESH PAUL (PAN - AKCPP8838R, AADHAAR NO- 792072370325)**, son of Late Anil Krishna Pal By faith Hindu, By Nationality - Indian, By Occupation Business, of Ketepol, Beldanga Road, P.O- jate Shibrampur, P.S- Maheshtala, Kolkata-700141 District - South 24 Parganas.

**1.9 Building Plan** - shall mean the plan for construction of the multi-stroied building to be sanctioned by the Kolkata municipal corporation and shall include any amendments thereto or modifications thereof to made or caused by the developer to be signed by the owner.

**1.10 Transfer**- with its grammatical variations shall mean, include and carry the same meaning as enumerated by the transfer of property Act.

**1.11 Transferee**- shall mean a person to whom any space in the building has been lawfully transferred.

**1.12 Masculine Gender**- shall include feminine gender and vice versa.

**1.13 Singular Number** - shall include plural number and vice versa.

## **ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS**

The Owner doth hereby declare and covenant with the Developer as follows:

**2.1 That** the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the "said property

**2.2 That** the said property" is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.

**2.3 That** excepting the Owner, no one else have any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the "said property" or any portion thereof.

**2.4 That** there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said property or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owner to the knowledge of the Owner.

**2.5 That** the Owner has the absolute right and authority to enter into this agreement with the Developer in respect of the scheduled premises/said property agreed to be developed.

**2.6 That** the share held by the Owner in the entirety of the said property is well within the ceiling limit and the Owner do not own any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act,1976

**2.7 That** the Owner hereby undertakes to indemnify and keep indemnified the Developer from and against any losses suffered by the Developer for any and all actions, charges, liens, claims and

encumbrances caused by any Third Party in regard to the said property/premises.

**2.8 That** the Developer hereby undertakes to, indemnify the Owner from and against any and all actions arising out of or due to the negligence or non-compliance of any law bye-law, rules and regulations of the Kolkata Municipal Corporation and other Govt. or local bodies as the case may be in or relative to the construction of the building and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws bye-laws, rules and regulations or any accident.

**2.9, That** the Owners shall handover the original copies of all deeds and documents in respect of the said property to the Developer at the time of execution of this Agreement for Development. By proper receipts and with undertake to return the said original documents at the over the owners allocation.

### ARTICLE III- COMMENCEMENT

**3.** This Agreement shall commence or shall be deemed have commenced on, and with effect from the date of execution of this Agreement.

### ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION

**4.1** The Owner hereby grant exclusive right of construction to the Developer to build upon and to exploit the said property/ premises by constructing a multi-storied building thereon consisting of area as may be sanctioned by K.M.C in strict adherence to and in pursuance of the 'Specifications' mentioned in the Fifth Schedule written herein below.

**4.2** The Developer shall construct a multi-storied Building consisting of area to be sanctioned by K.M.C. over and upon the "said property" at his own cost, and shall not cause, any deviation and/or changes in the building Plan to be sanctioned subject to any

changes/deviation as shall be required by the Government or any Authority.

**4.3** All applications, plans and other papers, documents the appropriate authority for the changes/deviation required by the required to be submitted before the appropriate required by the Government shall be submitted by or in the name of the Owner of the premises, but otherwise at the cost and expenses of the Developer, and the Developer shall pay and bear all expenses for submission of the said plans, etc. and other like fees, charges and expenses PROVIDED ALWAYS that the Developer shall be exclusively entitled to all amount refunded all payments and/or deposits made by it.

#### **ARTICLE V- TITLE DEEDS**

**5.1** Immediately after the execution of this Agreement. The Owner shall make it convenient for the Developer to have access to the original title deeds with all relevant documents in respect of the "said property", by keep in a it deposited with the Developer.

**5.2** The Developer or its nominee or nominees shall be entitled for inspection of the said title deeds.

**5.3** The Owner shall make out the marketable title in respect of the said premises/ said property free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever by virtue of presentation of various documents which the Developer has inspected, and based on such documents and representations by the Owner and to the extent thereof, the Developer has been satisfied regarding the title of the Owner in regard to the said property and has thereby agreed to enter into the instant Agreement.

**5.4** The Deed or Deeds of conveyance exclusively relating to the Developer's allocation in the scheduled property shall be executed by

the Owner in favour of Such persons and in such part or parts as the Developer shall require.

#### ARTICLE VI - POSSESSION

**6.1** Immediately the said property category and nature of Land 'Bastu' whatsoever in the Records of the concerned Departments of the Government of West Bengal, the Owners shall allow the Developer to commence and carry out and complete the construction of the proposed building on behalf of the Owners and the Developer in the said property, as per the terms and conditions and as per the specifications as set out in these presents within the specified period allowed, fixed and determined for its completion as enumerated in Article X hereinafter provided. All costs, charges and expenses incurred by the Developer for constructing and constructing completing the said proposed building shall be paid by the Developer.

**6.2** Immediately from the date of execution of the instant Agreement, the Owners shall put the Developer in vacant possession of the said property for the purpose of Construction of the said proposed building and too Commence construction in accordance with the K.M.C. Sanction Plan, and during such period of construction, the Owners shall not prevent the Developer or in any way interfere with its quiet and peaceful Occupation of the said premises/ said property, unless any inappropriate deviation is done by the Developer or any sub-standard material is used by the Developer for the Construction and completing the said proposed building shall be prepared by the Developer for the construction of the said Building.

**6.3** In so far as the construction on the said premises/ said property is concerned, the Developer shall act as its exclusive licensee of the Owners, and shall be entitled to be in occupation of the said premises / said property as and by way of an exclusive

licensee of the Owners to carry out the construction of the proposed building; be it mentioned that the Developer shall not be entitled to create any possession right over the said property which could be construed as transfer of the property within the meaning of the Income Tax Act of property.

**6.4** The Developer hereby undertakes and agrees to pay the Corporation tax, water and all other taxes in the name of the Owner as being paid by the Owners presently, from the time of his obtaining vacant possession of different portions of the properties under this agreement till the development of the said property.

**6.5** The Developer shall put the Owner in possession of the Owner's Allocation in the building after completion of Construction of the said building to be constructed within the time frame as enumerated by Article X hereinafter provided. The completion of terms Construction for the purpose shall mean the building completed in all respects having all the basic amenities of habitation i.e. electrification, water supply, etc.

#### **ARTICLE VII - SPACE ALLOCATION**

**a) 7.1** That out of the entire proposed MULTI-STORIED BUILDING to be constructed over and upon the said property", the Owners shall be entitled, as and by way of Owners's Allocation, **1a) SMT. DOLLY GHOSH, (1b) SRI SUBRATA GHOSH, (1c) SMT. SOMA SETT (NEE GHOSH), (1d) SMT. SIKHA BHATTACHARJEE (NEE GHOSH), (1e) SMT. TANUSHREE DEBNATH ( NEE GHOSH)**, will get 40 % ratio of the proposed multi storied building as per their Land i.e. inherited portion of land **1 Cottah 8 Chittak** plus Inheritance Land 540 Sqft = 1620 Sqft as per sanction plan to be sanctioned by the Kolkata municipal corporation ( including flat , garage & Shop),

**(2) SHRI NABA KUMAR GHOSH** will get 40 % ratio of the proposed multi storied building as per their Land i.e. SELF portion

of Land **1 Cottah 8 Chittak** plus Inheritance Land 540 Sqft= 1620 as per sanction plan to be sanctioned by the Kolkata municipal corporation ( including flat , garage & Shop) ,

**(3) Shri BABLU GHOSH** , will get 650 Super Built up area as per developer choice,

**(4). SMT. MAYA DAS 1 Flats i.e One BHK as per The Developer Choice** of the proposed building to be constructed therein more fully described in the **Second Schedule written hereunder.**

Except the above allocation the Owners shall not claim or demand any other extra allocation or any monetary (other than the consideration mentioned herein) from the developer for any reasons whatsoever.

**7.2** The Owner's allocation shall include proportionate share of the common walls, common spaces, common lobbies, staircase facilities and all such common areas and facilities, mentioned in the **Fourth Schedule hereinafter written**, and as guided by equity for perfect use of the rights TOGETHER WITH the proportionate share in the land underneath the Building.

**7.3** The entire building shall be of uniform construction as per the Building Plan to be sanctioned with standard first class building materials as approved by the Government.

**7.4** The Owners shall be entitled to sell, transfer and/or otherwise deal with the Owner's Allocation being the space and/or construction area in the proposed building.

**7.5** In constructed the building at its own costs and made over possession of the Owner's Allocation, as mentioned hereinabove, to the Owner, the Developer shall be entitled, as and by way of Developer's Allocation, to the remaining of the total saleable spaces

in the said Multi-Storied Building to be constructed over the said property/said premises, specifically described in the **Third Schedule hereunder written.**

**7.6** The Developer's allocation shall include share of the common walls, common spaces, common lobbies, staircase facilities and all such common areas and facilities ad mentioned in the Fourth Schedule hereunder written, and as guided by equity for perfect use of the rights TOGETHER WITH the proportionate share in the land underneath the structure.

**7.7** The common areas/facilities in the proposed building Over and upon the said property shall be jointly owned by the Owner and the Developer for the common used and enjoyment of Owner's/Developer's Allocation and the saleable area, in proportionate shares.

**7.8 a)** The Owners shall be entitled to sell or transfer or otherwise deal with the Owner's Allocation without interference or obstruction from the Developer, for which purpose the Owner shall be entitled to enter into agreements and arrangements in their name as Vendor for which no further consent of the Developer shall be required, and these presents by itself shall be the Consent of the Developer in that regard.

**b)** On the other hand, the Developer shall be entitled to sell or transfer or mortgage with any Bank/Financial Institution or otherwise deal with the Developer's Allocation without interference or obstruction from the Owner, for which purpose the Developer shall be entitled to enter into agreements and arrangements of any nature whatsoever for which no further consent of the Owner shall be required, and these presents by Owner the itself shall be consent of in that regard. Be it categorically mentioned that for selling or transferring the Developer's Allocation, the Developer shall be

entitled to enter into agreements in the name of the Owner as Vendor and that of himself as the Confirming Party.

#### **ARTICLE VIII - COMMON FACILITIES & EXPENSES**

**8.1** As soon as the proposed building is completed, the Owners Developer shall give written notice to the Owner requesting the Owner to allocation in the said building and as from the date of service of such notice and for all times thereafter the parties responsible for the payment of all municipal and property outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the 'said rates') payable in respect of their respective allocation; such take possession of their shall be severally and exclusively herein other public rates, duties, dues and taxes, rates being apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole.

**8.2** The Owners and the Developer shall punctually and regularly pay the said rates in respect of their respective allocation to the concerned authorities and shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by any of them as the case may be consequent upon a default by the other in this behalf.

**8.3** As and from the date of acquiring possession of the Owner's Allocation, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the person authorized by the parties herein for the said purpose service charges with respect to the Owner's Allocation as well as for the proportionate share of the Owner for the common facilities, as mentioned in the Fourth Schedule written hereunder, in the proposed building being the charges and taxes of the nature of the of light and sanitation charges, management common facilities, renovation, replacement, repair and maintenance charges and expenses of all common wiring,

equipment switchgear, pump mechanical generators, motors and other electrical and mechanical pipes, electrical and transformers , installations appliances and equipments, stairways, corridors, halls, passageways, shafts, gardens, parkways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the Owner's Allocation or any part thereof, the Owner shall be exclusively liable to pay and bear their proportionate share of the additional premium and/or maintenance or repair charges as the case may be. The Developer, similarly, shall be responsible to pay and bear the aforesaid expenses for his allocation and his proportionate share in the proposed building.

**8.4** Upon transfer of any part of the respective Allocation of the parties herein in the building, the said party herein shall give notice of such transfer to the other party herein, and the transferee(s) shall, subject to the other provisions hereof, be responsible in respect of the space transferred to pay the said rates and the service charges for the common facilities.

#### **ARTICLE IX- CONSIDERATION**

**9.1** In consideration of the Developer having agreed to build, erect and complete the said building and to make available the Owner's Allocation, the Developer shall be entitled to be the sole Owner in respect of the Developer's Allocation and also to have an undivided proportionate share or interest in the land comprised in the said premises which is attributable to the Developer's Allocation.

**9.2** The aforesaid undivided proportionate share or interest in the land attributable to the Developer's share shall be transferred in favour of the Developer or its nominee or nominees and for the purpose of the same the costs, charges and expenses incurred for

completion of the Owner Allocation as well as the sum of money as mentioned in the Article-VII hereinabove shall be the Consideration for sale and/or transfer of the said undivided proportionate share in the land comprised in the said premises in favour of the Developer or its nominee or nominees and which is attributable to the Developer's Allocation. The aforesaid mutual consideration amount shall be apportioned in various deeds of conveyance or conveyances to be executed by the Owners to give effect to the purpose of the project.

**9.3** After the completion of the project and after having taken possession of the Owner's allocation of the proposed building, the Owners shall vide execution of the for the respective Deed or Deeds of Conveyance for the transfer of the Developer's Allocation in favour of the Developer and/or its nominees transfer the undivided proportionate share of land attributable to the Developer's Allocation in favour of the Developer or its nominee(s) in such part or parts as may be requested by the Developer. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees. The Consideration for Such transfers shall be the cost of construction of the Owner's Allocation in the proposed building.

**AND WHEREAS** Owner also execute a registered Development Power of Attorney in favour of Developer to do deal, act, execute, sign and perform all the activities as mentioned above and also to perform, prepare, sign, seal, submit, deliver, receive and deal with all such papers, plan(s), documents, materials, things and instruments to facilitate and carry out all the entire development activities thereon and also empower and authorize the Developer to sign Agreement/s For Sale, Deed/s. and execute.

#### ARTICLE X- TIME FOR COMPLETION

**10.1** The building shall be completed within 24 months from the date of acquiring the sanction of the Building Plan from the appropriate authority of the Kolkata Municipal Corporation, and/or

at the time of vacant and peaceful possession given by the owners herein to the developer unless the Developer is reasonably prevented by the circumstances beyond his control and situations not generating from his flaws, faults, negligence and /or lack of prudence, Pandemic and subject to "**Force Mejeure**" situations.

**10.2** The completion of the said Building shall. mean the completion of construction of the same in all respects, abiding. By the Plan as sanctioned by the Kolkata Municipal Corporation, but would not necessarily mean the issue of the Completion Certificate of Occupation Certificate by the Municipal Authorities.

**10.3** In the event the Developer herein fails to complete the construction of the said building within 24 Months from the date of delivery of possession of the said property / or after receiving approved sanction plan from K.M.C by the Owners in favour of the Developer herein for the purpose of construction, subject to Owner fulfilling their obligations in compliance of the terms of the instant Agreement and allowing the Developer to complete the construction without any hindrances and obstructions and subject to "**Force Majeure**" conditions, the Developer shall be liable to pay Rs. 1000/- (Rupees one thousand) only per Month to the Owners as compensation till the date of completion of construction of the said proposed building by the Developer. Alternatively, the Owner shall be at liberty to cancel the instant Agreement in accordance with law and in term of the instant Agreement and upon such happening, the Owners shall be entitled to enter into fresh Development Agreement with any Third Party subject to payment of the entire sum of money already invested by the Developer in the said property as on such date to the Developer.

#### ARTICLE XI – MISCELLANEOUS

**11.1** The Owners and the Developer have entered into this agreement purely on the principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owners and the Developer or as a joint venture or joint ventures nor shall the Owners and the Developer in any manner constitute an association of persons. Each party shall keep the other indemnified from and against the same.

**11.2** Neither the Developer nor the Owners shall be entitled to obtain any loan from any authority including Nationalized or Private Banks against any part or portion of the said property being made as security thereof. However, the prospective buyers of the flats of Owner's Allocation and Developer's allocation in the proposed building shall be entitled to take loans from appropriate authorities pertaining to the flats to be selected by the said prospective buyers for the purpose of purchasing the same.

**11.3** The Owners shall not be liable and/or responsible for any incidents endangering, Sort of physical accidents, mishaps and /or causing and or Complications or loss of life, limb or property of any human being hether or not involved in the Construction or project of the proposed building during the period of construction. Resulting in any

**11.4** The Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure with a view that obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure.

**11.5 Force majeure** shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-outs, **pandemic** or any other act or commission or occurrence beyond the control of the party affected thereby.

**11.6** In the event, the existing structure lying and situated at the frontage of the aforesaid property is required to be demolished for the sake of the aforesaid development work, the Developer shall arrange to the owners

**1.a) SMT. DOLLY GHOSH, b) SRI SUBRATA GHOSH, c) SMT, SOMA SHETT(NEE GHOSH), d) SMT, SIKHA BHATTACHARJEE (NEE GHOSH). e) SMT. TANUSHREE DEBNATH ( NEE GHOSH) 2 BHK FLAT.**

**2. SHRI NABA KUMAR GHOSH:- 2 BHK FLAT.**

**3. ) SHRI BABLU GHOSH:- Rs:- 4000/- (Rupees Four Thousand ) only**

**(4). SMT. MAYA DAS:- Rs:- 4000/- (Rupees Four Thousand ) only.**

per month only as shifting charge each to the Owners till the new Flats are handed over therein as a part of the Owner's allocation.

**11.7** In the event, the Developer enters into any other development with the owner of the plot of adjoining land situated at the adjacent land of the said property and need to amalgamate the said property with such new property to be included within the purview of the development works, the Developer shall take prior consent of the owners for the purpose of said amalgamation of lands, if at all.

**11.8** It is understood that from time to time, to enable the construction of the building by the Developer, various matters and things not herein specifically deeds, referred to may be required to be done by the developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners to which no specific provisions have been made herein and in such circumstances, the Owners hereby undertakes upon being required

by the ,Developer in this behalf to execute, after prior satisfaction of the Owners that such execution, if at all, would not effect adversely the interest of the Owners as well as the object of this presents, any such power of attorney, powers of authorities, additional applications and other documents as may be required by the Developer for the purpose.

**11.9** The Developer shall in consultation with the Owners and in pursuance of the approval of the later frame the rules and regulations regarding the uses and rendition of Common services and also the common restrictions which have to be normally kept in the sale and transfer of the Ownership flats.

**11.10** The Owners shall also liable to handover the original deeds and documents in respect of the said property to the Developer at the time of execution of this Agreement by proper receipts and with undertake to return the said original documents at the over the owners allocation.

**11.11** The Owners hereby agrees to abide by all the rules and regulations of such Management Society/ Association/ Holding Organization as would be formed by all the bona fide purchasers of the Developer's as well as the Owner's allocation and hereby give their consent to abide by the same.

**11.12** Any notice required to be given by the Owners shall be, without prejudice to any other mode of service available, deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owners. Similarly any notice required to be given by the Developer shall be, without prejudice to any other mode of service available, deemed to have been served on the Owners if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owners by the Developer.

**11.13** Nothing in these presents shall be Construed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to exploit the same in terms hereof.

**11.14** As and from the date of completion of the proposed building, the Developer and/or his transferee(s) and the Owners and/or their transferee(s) shall be liable to pay and bear proportionate charges on account of wealth and other taxes payable in respect of his respective spaces.

#### **ARTICLE XIT- ARBITRATION**

**12.1** In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever. Concerning this agreement the same shall be referred to the arbitration jointly under the provisions of the Indian Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the said Joint Arbitrators shall be final and binding on the parties and upon their failing or refusing or becoming incapable to act as the Arbitrators the same shall be referred to the arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, or any statutory enactment of modification shall be binding, final and Conclusive on the parties hereto.

#### **ARTICLE XIII -JURISDICTION**

**13.** Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Total Property under Development)

**ALL THAT** piece and parcel of the brick built residential One storied building consisting of area of **500** sq.ft. built up and undivided proportionate share of the land measuring about **ALL THAT** piece and parcel of land admeasuring 6 Cottahs 1 Chittaks 16 Sqft togetherwith structure measuring about 500 sq.ft. standing over the land being portion of R.S. & L.R. Dag No. 2946, 2947/6 under R.S. Khatian No. 520, 585 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, premises No. 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, Assessee No. **411-28-110-371-8** within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128, under Police Station Behala (Now Parnasree) addl District sub-registry office at Behala in the district of south 24 parganas togetherwith ingress and egress right through **Biren Roy Road (West)** together with all fence, drains, sewere, ways, paths, passage, water courses, lights, rights of ways and other rights, liberty, privileges, easements profits advantages appurtenances whatsoever to the said property or any part thereof and butted and bounded by:-

**ON THE NORTH** : By 16 ft K.M.C. Road

**ON THE SOUTH** : By **Biren Roy Road (West)**

**ON THE EAST** : By Land of Mr. Sen

**ON THE WEST** : By **Sakuntala Multiplex**

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Owner's Allocation)**

That out of the entire proposed MULTI-STORIED BUILDING to be constructed over and upon the said property", the Owner shall be entitled, as and by way of Owner's Allocation 1a ) **SMT. DOLLY GHOSH**, (1b) **SRI SUBRATA GHOSH**, 1c) **SMT, SOMA SHETT(NEE GHOSH)**, (1d) **SMT, SIKHA BHATTACHARJEE (NEE GHOSH)**. (1e) **SMT. TANUSHREE DEBNATH ( NEE GHOSH)**, will get 40 % ratio, of the proposed multi storied building as per their Land i.e. inherited portion of land **1 Cottah 8 Chittak** plus Inheritance Land 540 Sqft = 1620 Sqft as per sanction plan to be sanctioned by the Kolkata municipal corporation ( including flat , garage & Shop).

2. **SHRI NABA KUMAR GHOSH** will get 40 % ratio, of the proposed multi storied building as per their Land i.e. Self portion of land **1 Cottah 8 Chittak** plus Inheritance Land 540 Sqft = 1620 Sqft as per sanction plan to be sanctioned by the Kolkata municipal corporation ( including flat , garage & Shop) ,

3. **SHRI BABLU GHOSH** , will get 650 Super Built up area as per developer choice.

4. **SMT. MAYA DAS 1 Flats i.e One BHK as per The Developer Choice of the proposed building to be constructed therein of the proposed new building to be constructed therein**

a) The Owner's allocation shall include proportionate share of the common walls, common spaces, common lobbies, staircase facilities and all such common areas and facilities, mentioned in, the Fourth Schedule hereinafter written, and as guided by equity for perfect use

of the rights TOGETHER WITH the proportionate share in the land underneath the Building.

**THE THIRD SCHEDULE ABOVE REFFERD TO**

**(Developer's Allocation)**

Out of the entire proposed MULTI-STORTED BUTLDING to be constructed over and upon the "said property" as per the Building Plan to be sanctioned the Developer shall be entitled, as and by way of Developer's Allocation, to the remaining of the total saleable space in the said multistoried building to be constructed upon the said property/premises, after earmarking of the Owner's Allocation which is mentioned in the Second Schedule written hereinabove.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**Common areas and facilities)**

1. The open space with the building comprised of the entrance thereto, landing and the common toilets, if any.
2. The foundation column, main wall, the main gate of the premises and the passage leading to the building.
3. Water pump, underground water reservoir, overhead tank, water pipes and other common plumbing installation.
4. The installation of the common services such as the drainage system in the premises, water supply arrangements in the premises and electric connection and other civic amenities, if any, to the premises.
5. Water reservoirs on the roof of the top floor of the building, motor, pipes, ducts and all appurts and installation in the premises for common use.
6. Septic tanks, soak pits and the sewerage line thereto connected.
7. Pump house, caretaker's rooms, if any.
8. Such other common parts, areas, equipments, installation, fixtures, fittings and spaces in or about the Said Building.

9. Keys of the Main Gate
10. Keys of the Electric Meter room
11. Caretaker's Room (if any).
12. Ultimate roof of the building as common to be use as all the flat owners of the building.

#### **FIFTH SCHEDULE ABOVE REFERRED TO**

#### **SPECIFICATIONNS**

##### **(Specifications of materials & fittings to be used in proposed**

##### **flats & building)**

##### **FOUNDATION:**

The building is designed on R.C.C. footing and frame as per design.

##### **WALLS:**

All the external walls shall be of 200 mm thick brick wall with cement plaster and all internal partition walls shall be 75 mm thick brick wall with both side cement plaster. There will be Wire net partition or wire mesh.

##### **DOORS**

Sal wood frames and all doors shutters shall be of 32 mm

Thick flash doors with commercial termite ply including main door/entrance door. The hinges of doors shall be of stain steel. The bathroom door shall be water proof.

##### **WINDOW & M.S. GRILL:**

All windows shall be of aluminum channel with integrated grill (18 mm x 5 mm) with glass Toughened panels and handles with one coat primer over a coat of red oxide paint

##### **DOOR & WINDOW FITTINGS**

All the doors fittings include M. S. hinges, lock with handle, steel tower bolt door stoppers. Vision apparatus will be provided to main door. All window fittings such as stay handles will be of M. S. Grill.

#### **FLOORING:**

All the flooring shall be cast in marble and skirting in 100 mm high.

Toilet shall have 6' high digital highlight tiles over skirting on all sides.

W.C. shall have 6' high digital highlight tiles over skirting on all sides.

Flooring of W.C. and Toilet will be of cast-in marble (anti skid).

Kitchen shall have 4' high digital highlight tiles over the table top, table top will be of black slab and a black stone sink will be fixed. There will be shelf at suitable height under table.

#### **INTERNAL FINISH TO WALLS:**

A interior walls, ceiling of rooms, verandah, kitchen cum dining, living and toilets shall be finished in Putty including staircase.

#### **SANITARY & PLUMBING:**

All the internal horizontal soil and waste water pipe shall be of 50 mm and 100 mm radius G. I. / P. V. C. pipes joined in cement. (Supreme make)

All the vertical sill, vent and waste water pipe shall be in 50 mm to 100 mm, radius G. I. P. V. C. pipes joined with cement mortar exposed to walls.

All the rain water pipes shall be 100 mm radius good quality. (Supreme make) :

All the water supply pipes shall be within (Oriplast & G. I.) concealed to walls of toilets and toilet will be of Indian Style and W.C. will have one Commode with low down PVC cistern, 1 no. 16"x 20" white wash basin, shower with cold water provision, bathroom fittings such as stopcock, bib cock, pillar cock etc. will be in ordinary fittings. (ESSCO make nickel plated)

#### **ELECTRIFICATION:**

All the internal wiring shall be concealed in polythene duct, all wires shall be of coppers (finolex), all switch boards of M. S. flush with its walls with acrylic cover and all switches of Anchor/Pritam' brand.

Electrical points: (a) bed room: 4 points with one (5amp) P point (b) Dinning cum livina: 2 points with one Cum 5 amp) plug point, 1 (one) basin light (c) Kitchen: 2 points With one 15 amp and one 5 amp power supply plus one exhaust fan connection on wooden frame (d) Toilet: 1 (one) point and one exhaust fan. (e) Geyser point. One main switch for the total flat being MCB inside the flat to control the total power.

#### **WATER SUPPLY**

Each flat will be provided with water supply line from brick built/PVC overhead tank; overhead water shall be filled up by water from the underground (semi) water reservoir (in case of KMC water) for all flats Stored water will be supplied from KMC.

All the materials which will be used for the said flat all will of standard quality.

Pump will be provided of 1.5 HP submersible types (Crompton Greaves).

IN WITNESS WHEREOF the parties herein have executed this Agreement for Development on the day month and year first above written.

**WITNESSES:-**

1. Bablu Ghosh

1. *Bablu Ghosh*

2. Maya Das

Son of, Nabajit Ghosh-3  
268/ Birendra road (w)  
Sakuntala park, rot- 61

3. *Subrata Ghosh*

2.  
Pankaj Kumar Sarker  
S/o Late. S. S. Sarker  
6A, Ho- chi-Minh Nagar  
Sakuntala park, Kol- 61

4. *Smita Bhattacharjee*

5. *Tanu Dey*

6. *Nabajit Ghosh*

7. *Soma Sett*

8. *Subrata Ghosh*

**(SIGNATURE OF THE OWNERS)**

*Rajib Chakraborty*

*Ganesh Paul*

**(SIGNATURE OF THE DEVELOPER)**

Prepared in my Office.

*Subrata Mondal*  
(Advocate)  
F/127/15  
Alipore police court  
Kol- 700027



Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

|            |  |  |  |  |  |
|------------|--|--|--|--|--|
| left hand  |  |  |  |  |  |
| right hand |  |  |  |  |  |

Name RAJIB CHAKRABORTY

Signature Rajib Chakraborty



Thumb

1<sup>st</sup> finger

Middle Finger

Ring Finger

Small Finger

|            |  |  |  |  |  |
|------------|--|--|--|--|--|
| left hand  |  |  |  |  |  |
| right hand |  |  |  |  |  |

Name .....

Signature Ganesh Paul



Thumb

1<sup>st</sup> finger

Middle Finger

Ring Finger

Small Finger

|            |  |  |  |  |  |
|------------|--|--|--|--|--|
| left hand  |  |  |  |  |  |
| right hand |  |  |  |  |  |

Name .....

Signature Bablu Phorsa



Thumb

1<sup>st</sup> finger

Middle Finger

Ring Finger

Small Finger

|            |  |  |  |  |  |
|------------|--|--|--|--|--|
| left hand  |  |  |  |  |  |
| right hand |  |  |  |  |  |

Name .....

Signature Maya Das



|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Name \_\_\_\_\_

Signature Srikrishna Bhattacharjee



|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Name \_\_\_\_\_

Signature Taneesree Debnath



|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Name \_\_\_\_\_

Signature Varshakumar Ghosh

Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

|       |            |  |  |  |  |  |
|-------|------------|--|--|--|--|--|
| PHOTO | left hand  |  |  |  |  |  |
|       | right hand |  |  |  |  |  |

Name .....

Signature .....

Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

|   |            |   |   |  |   |   |
|---|------------|---|---|--|---|---|
|  | left hand  |  |  |  |  |  |
|   | right hand |  |  |  |  |  |

Name .....

Signature .....

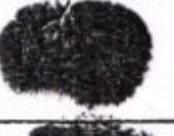
Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

|   |            |   |   |  |   |   |
|---|------------|---|---|--|---|---|
|  | left hand  |  |  |  |  |  |
|   | right hand |  |  |  |  |  |

Name .....

Signature .....

Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

|   |            |   |   |  |   |   |
|---|------------|---|---|--|---|---|
|  | left hand  |  |  |  |  |  |
|   | right hand |  |  |  |  |  |

Name .....

Signature .....

Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 192020210130183191

Payment Mode Online Payment

GRN Date: 05/11/2020 18:26:14

Bank : Indian Overseas Bank

BRN : 202011050633349

BRN Date: 05/11/2020 18:29:39

## DEPOSITOR'S DETAILS

Id No. : 2001315540/7/2020  
[Query No/Query Year]

Name : YASHVASIN FINANCIAL SERVICES

Contact No. : Mobile No. : +91 8820931414

E-mail :

Address : 41 SATYEN ROY ROAD

Applicant Name : Mr Srinath Mondal

Office Name :

Office Address :

Status of Depositor : Solicitor firm

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 7

## PAYMENT DETAILS

| SI. No. | Identification No. | Head of A/C Description                  | Head of A/C        | Amount [ ₹ ] |
|---------|--------------------|--|--------------------|--------------|
| 1       | 2001315540/7/2020  | Property Registration- Stamp duty        | 0030-02-103-003-02 | 15020        |
| 2       | 2001315540/7/2020  | Property Registration- Registration Fees | 0030-03-104-001-16 | 21           |
| Total   |                    |  |                    | 15041        |

In Words : Rupees Fifteen Thousand Forty One only



Government of West Bengal  
Directorate of Registration & Stamp Revenue

e-Assessment Slip

|  |  |  |
|--|--|--|
| Query No / Year  | 2001315540/2020  | Office where deed will be registered   |
| Query Date   | 09/10/2020 3:52:08 PM  | Deed can be registered in any of the offices mentioned on Note: 11           |
| Applicant Name, Address & Other Details                      | Srinath Mondal<br>Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8820931414, Status : Advocate |  |
| Transaction  |  | Additional Transaction   |
| [0110] Sale, Development Agreement or Construction agreement |  | [4305] Other than Immovable Property, Declaration<br>[No of Declaration : 2] |
| Set Forth value  |  | Market Value   |
| Rs. 2/-  |  | Rs. 1,26,31,715/-  |
| Total Stamp Duty Payable(SD)                                 |  | Total Registration Fee Payable   |
| Rs. 20,020/- (Article:48(g))                                 |  | Rs. 21/- (Article: E, E)   |
| Mutation Fee Payable   | Expected date of Presentation of Deed  | Amount of Stamp Duty to be Paid by Non Judicial Stamp                        |
|  |  | Rs. 5,000/-  |
| Remarks  |  |  |

**Land Details :**

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ho - Chi - Min Sarani, Road Zone : (East India Pharmaceutical -- Kethopole (Premises located on Ho-Chi-Min Sarani) Ward- 127,128) , Premises No: 268, , Ward No: 128 Pin Code : 700061

| Sch No | Plot Number   | Khatian Number | Land Use Proposed ROR | Area of Land              | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|--------|---------------|----------------|-----------------------|---------------------------|-------------------------|-----------------------|---------------------|
| L1     | (RS :- )      |                | Bastu                 | 6 Katha 1 Chatak 16 Sq Ft | 1/-                     | 1,22,56,715/-         | Property is on Road |
|        | Grand Total : |                |                       | 10.0398Dec                | 1/-                     | 122,56,715/-          |                     |

**Structure Details :**

| Sch No | Structure Details | Area of Structure | Setforth 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: 5 Years, Roof Type: Pucca, Extent of Completion: Complete

Total : 500 sq ft 1/- 3,75,000/-



Query No: 2001315540 of 2020, Printed On : Oct 14 2020 2:37PM, Generated from Registration office

Land Lord Details :

| SI No | Name & address   | Status     | Execution Admission Details :                  |
|-------|--|------------|--|
| 1     | <p>DOLLY GHOSH<br/>Wife of Late Sukumar Ghosh268, Ho-Chi-Minh Sarani, Sakuntala Park, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061<br/>Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: COxxxxxx1N, Aadhaar No: 88xxxxxxxx6933, Status :Individual, Executed by: Self<br/>To be Admitted by: Self</p>   | Individual | Executed by: Self<br>To be Admitted by: Self   |
| 2     | <p>SUBRATA GHOSH<br/>Son of Late SUKUMAR GHOSH268, Ho-Chi-Minh Sarani, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061<br/>Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ATxxxxxx9C, Aadhaar No: 96xxxxxxxx5180, Status :Individual, Executed by: Self<br/>To be Admitted by: Self</p>                      | Individual | Executed by: Self<br>To be Admitted by: Self   |
| 3     | <p>SOMA SETT<br/>Wife of SUBIR SETT268A, Ho-Chi-Minh Sarani, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061<br/>Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: DXxxxxxx4K, Aadhaar No: 27xxxxxxxx8214, Status :Individual, Executed by: Self<br/>To be Admitted by: Self</p>                            | Individual | Executed by: Self /<br>To be Admitted by: Self |
| 4     | <p>SHIKHA BHATTACHARJEE<br/>Wife of Late Dipankar Bhattacharjee268, Ho-Chi-Minh Sarani, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061<br/>Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: DSxxxxxx6M, Aadhaar No: 45xxxxxxxx9067, Status :Individual, Executed by: Self<br/>To be Admitted by: Self</p> | Individual | Executed by: Self<br>To be Admitted by: Self   |
| 5     | <p>TANUSHREE DEBNATH<br/>Wife of Partha Debnath268A HO CHI MINH SARANI, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061<br/>Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BUxxxxxx3L, Aadhaar No: 47xxxxxxxx0501, Status :Individual, Executed by: Self<br/>To be Admitted by: Self</p>                 | Individual | Executed by: Self<br>To be Admitted by: Self   |
| 6     | <p>NABA KUMAR GHOSH<br/>Son of Late SUDHIR KUMAR GHOSH268A, Ho-Chi-Minh Sarani, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061<br/>Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ACxxxxxx4K, Aadhaar No: 61xxxxxxxx4194, Status :Individual, Executed by: Self<br/>To be Admitted by: Self</p>       | Individual | Executed by: Self<br>To be Admitted by: Self   |
| 7     | <p>BABLU GHOSH<br/>Son of Late SUDHIR KUMAR GHOSH268, HO CHI MINH SARANI, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061<br/>Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: BExxxxxx5L, Aadhaar No: 28xxxxxxxx6205, Status :Individual, Executed by: Self<br/>To be Admitted by: Self</p>                    | Individual | Executed by: Self<br>To be Admitted by: Self   |



AS- 2 of 5

8 MAYA DAS  
 Wife of BIMAL DAS268, HO CHI MINH SARANI, P.O.-  
 SARSUNA, P.S - Behala, District -South 24-Parganas, West  
 Bengal, India, PIN - 700061  
 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen  
 of: India, PAN No.: GPxxxxxx1M, Aadhaar No:  
 29x:xxxxxx1588, Status :Individual, Executed by: Self  
 To be Admitted by: Self

Individual

Executed by: Self  
 To be Admitted by: Self

**Developer Details :**

| SI No | Name & address  | Status       | Execution Admission Details : |
|-------|---|--------------|-------------------------------|
| 1     | KAMAKHYA CONSTRUCTION<br>70, Bhupen Roy Road, P.O:- BEHALA, P.S:- Behala, District-<br>South 24-Parganas, West Bengal, India, PIN - 700034<br>, PAN No.: AAxxxxxx6A, Aadhaar No Not Provided by UIDAI,<br>Status :Organization, Executed by: Representative | Organization | Executed by: Representative   |

**Representative Details :**

| SI No | Name & Address  | Representative of                     |
|-------|---|---------------------------------------|
| 1     | RAJIB CHAKRABORTY<br>Son of Late SAMIR CHAKRABORTY70, BHUPEN ROY ROAD, P.O:- BEHALA,<br>P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034<br>Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:<br>AExxxxxx1B, Aadhaar No: 88xxxxxxxx5332              | KAMAKHYA CONSTRUCTION<br>(as PARTNER) |
| 2     | GANESH PAUL<br>Son of Late Anil Krishna PalKetopol, Beldanga Road,, P.O:- Jate Shibrampur,<br>P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN -<br>700141<br>Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:<br>AKxxxxxx8R, Aadhaar No: 79xxxxxxxx0325 | KAMAKHYA CONSTRUCTION<br>(as Partner) |

**Identifier Details :**

**Name & address**

SRINATH MONDAL  
 Son of S MONDAL  
 ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN -  
 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of DOLLY GHOSH,  
 SUBRATA GHOSH, SOMA SETT, SHIKHA BHATTACHARJEE, TANUSHREE DEBNATH, NABA KUMAR GHOSH,  
 BABLU GHOSH, MAYA DAS, RAJIB CHAKRABORTY, GANESH PAUL



Query No: 2001315540 of 2020, Printed On: Oct  
 14 2020 2:37PM, Generated from Registration  
 office

Transfer of property for L1

| Sl.No | From                 | To. with area (Name-Area)         |
|-------|----------------------|-----------------------------------|
| 1     | DOLLY GHOSH          | KAMAKHYA CONSTRUCTION-1 25497 Dec |
| 2     | SUBRATA GHOSH        | KAMAKHYA CONSTRUCTION-1 25497 Dec |
| 3     | SOMA SETT            | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 4     | SHIKHA BHATTACHARJEE | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 5     | TANUSHREE DEBNATH    | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 6     | NABA KUMAR GHOSH     | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 7     | BABLU GHOSH          | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 8     | MAYA DAS             | KAMAKHYA CONSTRUCTION-1.25497 Dec |

Transfer of property for S1

| Sl.No | From                 | To. with area (Name-Area)               |
|-------|----------------------|---|
| 1     | DOLLY GHOSH          | KAMAKHYA CONSTRUCTION-62.50000000 Sq Ft |
| 2     | SUBRATA GHOSH        | KAMAKHYA CONSTRUCTION-62.50000000 Sq Ft |
| 3     | SOMA SETT            | KAMAKHYA CONSTRUCTION-62.50000000 Sq Ft |
| 4     | SHIKHA BHATTACHARJEE | KAMAKHYA CONSTRUCTION-62.50000000 Sq Ft |
| 5     | TANUSHREE DEBNATH    | KAMAKHYA CONSTRUCTION-62.50000000 Sq Ft |
| 6     | NABA KUMAR GHOSH     | KAMAKHYA CONSTRUCTION-62.50000000 Sq Ft |
| 7     | BABLU GHOSH          | KAMAKHYA CONSTRUCTION-62.50000000 Sq Ft |
| 8     | MAYA DAS             | KAMAKHYA CONSTRUCTION-62.50000000 Sq Ft |

Owner and Land or Building Details as received from KMC :

| Sch. No. | Property Identification by KMC  | Registered Deed Details   | Owner Details of Property  | Land or Building Details   |
|----------|---|---|--|--|
| L1       | Assessment No. : 411281103718<br>Premises No. : 268<br>Ward No. : 128<br>Street Name : HO-CHI-MINH-SARANI | Ref Deed No. :<br>Date Of Registration :<br>Office Where Registered : | Owner Name : SHRI NABA KUMAR GHOSH, TANUSHREE DEBNATH (NEE GHOSH), , SMT DOLLY GHOSH, SRI SUBRATA GHOSH, SOMA SETT(NEE GHOSH), , SMT SHIKHA BHATTACHARJEE (NEE GHOSH)<br>Owner Address : 268/N/1, HO-CHI-MINH-SARANI , P.S-PARNASREE , KOLKATA<br>Pin No. : 700061 | Character of Premises:<br>Constructed Building<br>Total Area of Land: 3 Cottah, 1 Chatak, 16 SqFeet, |

Note:

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 08-11-2020) for e-Payment. Assessed market value & Query is valid for 30 days.(i.e. upto 08-11-2020)
- Standard User charge of Rs. 240/- (Rupees Two hundred fourty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.



Query No: 2001315540 of 2020, Printed On : Oct 14 2020 2:37PM, Generated from Registration office

- 4. e Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-
- 5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
- 6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- 7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
- 8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- 9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
- 11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:  
D.S.R. - I SOUTH 24-PARGANAS,D.S.R. -II SOUTH 24-PARGANAS,D.S.R. - III SOUTH 24-PARGANAS,D.S.R. - IV SOUTH 24-PARGANAS,A.D.S.R. BEHALA,D.S.R. - V SOUTH 24-PARGANAS,A.R.A. - I KOLKATA,A.R.A. - II KOLKATA,A.R.A. - III KOLKATA,A.R.A. - IV KOLKATA



Query No: 2001315540 of 2020, Printed On: Oct  
14 2020 2:37PM Generated from Registration  
office

AS- 5 of 5

### Major Information of the Deed

|  |  |                                 |            |
|--|--|---------------------------------|------------|
| Deed No :  | I-1607-07937/2020  | Date of Registration            | 06/11/2020 |
| Query No / Year  | 1607-2001315540/2020   | Office where deed is registered |            |
| Query Date   | 09/10/2020 3:52:08 PM  | 1607-2001315540/2020            |            |
| Applicant Name, Address & Other Details                      | Srinath Mondal<br>Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8820931414, 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. 1,26,31,715/-  |                                 |            |
| Stampduty Paid(SD)   | Registration Fee Paid  |                                 |            |
| Rs. 20,020/- (Article:48(g))                                 | Rs. 21/- (Article:E, E)  |                                 |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)   |                                 |            |

#### Land Details :

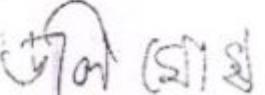
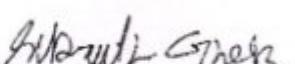
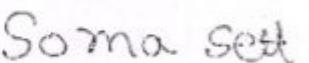
District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ho - Chi - Min Sarani, Road Zone : (East India Pharmaceutical – Kethopole (Premises located on Ho-Chi-Min Sarani) Ward-127,128) , , Premises No: 268, , Ward No: 128 Pin Code : 700061

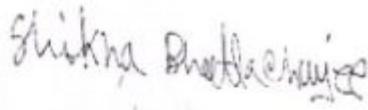
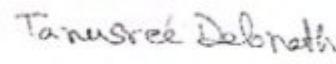
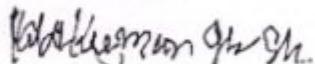
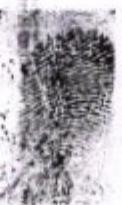
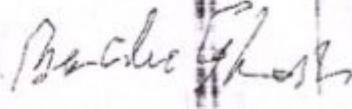
| Sch No | Plot Number   | Khatian Number | Land Use Proposed ROR | Area of Land              | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|--------|---------------|----------------|-----------------------|---------------------------|-------------------------|-----------------------|---------------------|
| L1     | (RS :- )      |                | Bastu                 | 6 Katha 1 Chatak 16 Sq Ft | 1/-                     | 1,22,56,715/-         | Property is on Road |
|        | Grand Total : |                |                       | 10.0398Dec                | 1 /-                    | 122,56,715 /-         |                     |

#### Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1     | On Land L1        | 500 Sq Ft.        | 1/-                     | 3,75,000/-            | Structure Type: Structure |
|        | Total :           | 500 sq ft         | 1 /-                    | 3,75,000 /-           |                           |

**Land Lord Details :**

| SI No  | Name,Address,Photo,Finger print and Signature   |   |   |   |
|--|---|---|---|---|
| 1  | Name  | Photo   | Finger Print  | Signature   |
|  | <b>DOLLY GHOSH</b><br>Wife of Late Sukumar Ghosh<br>Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office  |    |    |    |
| 06/11/2020      LTI      06/11/2020      06/11/2020  |   |   |   |   |
| 268, Ho-Chi-Minh Sarani, Sakuntala Park, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: COxxxxxx1N, Aadhaar No: 88xxxxxxxx6933, Status :Individual, Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office |   |   |   |   |
| 2  | Name  | Photo   | Finger Print  | Signature   |
|  | <b>SUBRATA GHOSH</b><br>Son of Late SUKUMAR GHOSH<br>Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office |    |    |    |
| 06/11/2020      LTI      06/11/2020      06/11/2020  |   |   |   |   |
| 268, Ho-Chi-Minh Sarani, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ATxxxxxxxx9C, Aadhaar No: 96xxxxxxxx5180, Status :Individual, Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office                   |   |   |   |   |
| 3  | Name  | Photo   | Finger Print  | Signature   |
|  | <b>SOMA SETT</b><br>Wife of SUBIR SETT<br>Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office            |  |  |  |
| 06/11/2020      LTI      06/11/2020      06/11/2020  |   |   |   |   |
| 268A, Ho-Chi-Minh Sarani, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: DXxxxxxxxx4K, Aadhaar No: 27xxxxxxxx8214, Status :Individual, Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office              |   |   |   |   |

| 4   | Name   | Photo   | Finger Print  | Signature   |
|---|--|---|---|---|
|   | <b>SHIKHA BHATTACHARJEE</b><br>Wife of Late Dipankar Bhattacharjee<br>Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office |    |    |    |
| 06/11/2020                    LTI                    06/11/2020                    06/11/2020   |  |   |   |   |
| 268, Ho-Chi-Minh Sarani, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: DSxxxxxx6M, Aadhaar No: 45xxxxxxxx9067, Status :Individual, Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office    |  |   |   |   |
| 5   | Name   | Photo   | Finger Print  | Signature   |
|   | <b>TANUSHREE DEBNATH</b><br>Wife of Partha Debnath<br>Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office                 |    |    |    |
| 06/11/2020                    LTI                    06/11/2020                    06/11/2020   |  |   |   |   |
| 268A HO CHI MINH SARANI, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BUxxxxxx3L, Aadhaar No: 47xxxxxxxx0501, Status :Individual, Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office    |  |   |   |   |
| 6   | Name   | Photo   | Finger Print  | Signature   |
|   | <b>NABA KUMAR GHOSH</b><br>Son of Late SUDHIR KUMAR GHOSH<br>Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office          |  |  |  |
| 06/11/2020                    LTI                    06/11/2020                    06/11/2020   |  |   |   |   |
| 268A, Ho-Chi-Minh Sarani, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ACxxxxxx4K, Aadhaar No: 61xxxxxxxx4194, Status :Individual, Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office |  |   |   |   |
| 7   | Name   | Photo   | Finger Print  | Signature   |
|   | <b>BABLU GHOSH</b><br>Son of Late SUDHIR KUMAR GHOSH<br>Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office               |  |  |  |
| 06/11/2020                    LTI                    06/11/2020                    06/11/2020   |  |   |   |   |

268, HO CHI MINH SARANI, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: BExxxxxx5L, Aadhaar No: 28xxxxxxxx6205, Status :Individual, Executed by: Self, Date of Execution: 06/11/2020

, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office

| 8 | Name   | Photo   | Finger Print  | Signature       |
|---|--|---|---|-----------------|
|   | <b>MAYA DAS</b><br>Wife of BIMAL DAS<br>Executed by: Self, Date of Execution: 06/11/2020<br>, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office |  |  | <i>Maya Das</i> |

268, HO CHI MINH SARANI, P.O:- SARSUNA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: GPxxxxxx1M, Aadhaar No: 29xxxxxxxx1588, Status :Individual, Executed by: Self, Date of Execution: 06/11/2020

, Admitted by: Self, Date of Admission: 06/11/2020 ,Place : Office

#### Developer Details :

| SI No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>KAMAKHYA CONSTRUCTION</b><br>70, Bhupen Roy Road, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 , PAN No.: AAxxxxxx6A, 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                |
|       | <b>RAJIB CHAKRABORTY</b><br><b>(Presentant)</b><br>Son of Late SAMIR CHAKRABORTY<br>Date of Execution - 06/11/2020, , Admitted by: Self, Date of Admission: 06/11/2020, Place of Admission of Execution: Office  |  |  | <i>Rajib Chakraborty</i> |
|       | 70, BHUPEN ROY ROAD, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AExxxxxx1B, Aadhaar No: 88xxxxxxxx5332 Status : Representative, Representative of : KAMAKHYA CONSTRUCTION (as PARTNER) | Nov 6 2020 3:11PM   | LTI<br>06/11/2020   | 06/11/2020               |

| 2 | Name  | Photo   | Finger Print  | Signature          |
|---|---|---|---|--------------------|
|   | <b>GANESH PAUL</b><br>Son of Late Anil Krishna Pal<br>Date of Execution -<br>06/11/2020, , Admitted by:<br>Self, Date of Admission:<br>06/11/2020, Place of<br>Admission of Execution: Office |  |  | <i>Ganesh Paul</i> |
|   |   | Nov 6 2020 3:18PM   | LTI<br>06/11/2020   | 06/11/2020         |

Ketopol, Beldanga Road,, P.O:- Jate Shibrampur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AKxxxxxx8R, Aadhaar No: 79xxxxxxxx0325 Status : Representative, Representative of : KAMAKHYA CONSTRUCTION (as Partner)

#### Identifier Details :

| Name  | Photo   | Finger Print  | Signature             |
|---|---|---|-----------------------|
| <b>SRINATH MONDAL</b><br>Son of S MONDAL<br>ALIPORE POLICE COURT, P.O:-<br>ALIPORE, P.S:- Alipore, District:-South 24<br>-Parganas, West Bengal, India, PIN -<br>700027 |  |  | <i>Srinath Mondal</i> |
|   | 06/11/2020  | 06/11/2020  | 06/11/2020            |

Identifier Of DOLLY GHOSH, SUBRATA GHOSH, SOMA SETT, SHIKHA BHATTACHARJEE, TANUSHREE DEBNATH, NABA KUMAR GHOSH, BABLU GHOSH, MAYA DAS, RAJIB CHAKRABORTY, GANESH PAUL

#### Transfer of property for L1

| SI.No | From                 | To. with area (Name-Area)         |
|-------|----------------------|-----------------------------------|
| 1     | DOLLY GHOSH          | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 2     | SUBRATA GHOSH        | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 3     | SOMA SETT            | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 4     | SHIKHA BHATTACHARJEE | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 5     | TANUSHREE DEBNATH    | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 6     | NABA KUMAR GHOSH     | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 7     | BABLU GHOSH          | KAMAKHYA CONSTRUCTION-1.25497 Dec |
| 8     | MAYA DAS             | KAMAKHYA CONSTRUCTION-1.25497 Dec |

#### Transfer of property for S1

| SI.No | From                 | To. with area (Name-Area)              |
|-------|----------------------|--|
| 1     | DOLLY GHOSH          | KAMAKHYA CONSTRUCTION-62.5000000 Sq Ft |
| 2     | SUBRATA GHOSH        | KAMAKHYA CONSTRUCTION-62.5000000 Sq Ft |
| 3     | SOMA SETT            | KAMAKHYA CONSTRUCTION-62.5000000 Sq Ft |
| 4     | SHIKHA BHATTACHARJEE | KAMAKHYA CONSTRUCTION-62.5000000 Sq Ft |
| 5     | TANUSHREE DEBNATH    | KAMAKHYA CONSTRUCTION-62.5000000 Sq Ft |
| 6     | NABA KUMAR GHOSH     | KAMAKHYA CONSTRUCTION-62.5000000 Sq Ft |
| 7     | BABLU GHOSH          | KAMAKHYA CONSTRUCTION-62.5000000 Sq Ft |
| 8     | MAYA DAS             | KAMAKHYA CONSTRUCTION-62.5000000 Sq Ft |

On 14-10-2020

**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 1,26,31,715/-

*Sandip Biswas*

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**OFFICE OF THE A.D.S.R. BEHALA**

**South 24-Parganas, West Bengal**

On 06-11-2020

**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 13:40 hrs on 06-11-2020, at the Office of the A.D.S.R. BEHALA by RAJIB CHAKRABORTY .

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

Execution is admitted on 06/11/2020 by 1. DOLLY GHOSH, Wife of Late Sukumar Ghosh, 268, Ho-Chi-Minh Sarani, Sakuntala Park, P.O: SARSUNA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession House wife, 2. SUBRATA GHOSH, Son of Late SUKUMAR GHOSH, 268, Ho-Chi-Minh Sarani, P.O: SARSUNA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Business, 3. SOMA SETT, Wife of SUBIR SETT, 268A, Ho-Chi-Minh Sarani, P.O: SARSUNA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession House wife, 4. SHIKHA BHATTACHARJEE, Wife of Late Dipankar Bhattacharjee, 268, Ho-Chi-Minh Sarani, P.O: SARSUNA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession House wife, 5. TANUSHREE DEBNATH, Wife of Partha Debnath, 268A HO CHI MINH SARANI, P.O: SARSUNA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession House wife, 6. NABA KUMAR GHOSH, Son of Late SUDHIR KUMAR GHOSH, 268A, Ho-Chi-Minh Sarani, P.O: SARSUNA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Retired Person, 7. BABLU GHOSH, Son of Late SUDHIR KUMAR GHOSH, 268, HO CHI MINH SARANI, P.O: SARSUNA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Service, 8. MAYA DAS, Wife of BIMAL DAS, 268, HO CHI MINH SARANI, P.O: SARSUNA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession House wife

Indetified by SRINATH MONDAL, , Son of S MONDAL, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 06-11-2020 by RAJIB CHAKRABORTY, PARTNER, KAMAKHYA CONSTRUCTION (Partnership Firm), 70, Bhupen Roy Road, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034

Indetified by SRINATH MONDAL, , Son of S MONDAL, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 06-11-2020 by GANESH PAUL, Partner, KAMAKHYA CONSTRUCTION (Partnership Firm), 70, Bhupen Roy Road, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034

Indetified by SRINATH MONDAL, , Son of S MONDAL, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2020 6:29PM with Govt. Ref. No: 192020210130183191 on 05-11-2020, Amount Rs: 21/-, Bank: Indian Overseas Bank ( IOBA0000015), Ref. No. 202011050633349 on 05-11-2020, 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 5,000/-, by online = Rs 15,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 508893, Amount: Rs.5,000/-, Date of Purchase: 14/10/2020, Vendor name: Soumitra Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2020 6:29PM with Govt. Ref. No: 192020210130183191 on 05-11-2020, Amount Rs: 15,020/-, Bank: Indian Overseas Bank ( IOBA0000015), Ref. No. 202011050633349 on 05-11-2020, Head of Account 0030-02-103-003-02



Sandip Biswas

ADDITIONAL DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2020, Page from 286834 to 286905

being No 160707937 for the year 2020.



Digitally signed by SANDIP BISWAS  
Date: 2020.11.24 16:06:02 +05:30  
Reason: Digital Signing of Deed.

(Sandip Biswas) 2020/11/24 04:06:02 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)